

**MAGNOLIA PUBLIC SCHOOL
CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS**

STATE OF ARKANSAS

COUNTY OF COLUMBIA

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Magnolia Public Schools (the "District") and John D. Ward (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for in consideration of the terms hereinafter established, have agreed, and do hereby agree as follows:

1. TERM

1.1 Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term of three (3) years, commencing on July 1, 2023 and ending June 30, 2026. The District may, by action of the Board, and with consent and approval of the Superintendent, extend the term of the Agreement as permitted by state law.

1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended.

The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to have a comprehensive medical examination, at district expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that he is physically able to perform his duties. This statement shall be filed with the President of the Board.

2.2 Professional Certification and Records. This agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation may be grounds for dismissal.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

3. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary of the sum of \$199,161. The annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this Agreement, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Section 3.1 of this Agreement.

3.3 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such costs may include, but not limited to gasoline, hotels, and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District as set forth in the District's annual budget. The Superintendent shall comply with all procedures and documentation requirements in accordance with the Board's policies.

3.4 Moving Expenses. The District shall pay the full and reasonable moving expenses incurred by the Superintendent moving into the school district.

3.5 Automobile. The District shall provide the Superintendent with an automobile and the actual expenses for the operation and maintenance of the provided vehicle.

3.6 Vacations, Holidays, Sick Leave. The Superintendent may take, at the Superintendent's choice, two weeks of vacation, the days are to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in

the Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for all school employees. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by Board policies of administrative employees on twelve-month contracts.

3.7 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board. Reasonable expenses of such professional growth activities shall be borne by the District as set forth in the District's annual budget.

3.8 Civic Activities, etc. The Superintendent is encouraged to participate in community and civic affairs. The dues for membership in two (2) such organizations shall be borne by the District.

4. REVIEW OF PERFORMANCE

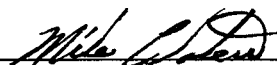
4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Agreement.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. RENEWAL/NONRENEWABLE

5.1 Renewal/Nonrenewable. Renewal or nonrenewable shall be in accordance with Board policy and applicable law.

EXECUTED this, the 13th day of March, 2023.

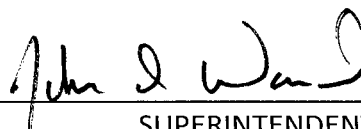


President, Board of Trustees

ATTEST:



Secretary, Board of Trustees



SUPERINTENDENT
John D. Ward