

SUPERINTENDENT’S CONTRACT

Jonesboro School District

July 1, 2025 – Jun 30, 2028

This Superintendent’s Contract (the “Contract”) is entered into this 22 day of April, 2025, by and between the Board of Education of the Jonesboro School District (the “Board”) and Misty Doyle (“Mrs. Doyle” or the “Superintendent”).

WITNESSETH

WHEREAS, pursuant to its authority under Arkansas law, the Board wishes to employ Mrs. Doyle as the Superintendent of Schools for the Jonesboro School District (the “District”) to oversee the day-to-day operations of the District;

WHEREAS, Mrs. Doyle wishes to serve the District in the role of Superintendent of Schools and represents that she is fully qualified to serve in that capacity and is fit and able to perform all physical and intellectual duties of the office;

WHEREAS, the Board and Mrs. Doyle believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions for the District.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the Board and Mrs. Doyle agree as follows:

TERM

1. **Term.** Effective July 1, 2025, 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 commencing on July 1, 2025 and ending on June 30, 2028 (the “Term”) on a 250-day agreement, subject to the Superintendent performing the duties of the position in a manner satisfactory to the Board and subject to the Superintendent satisfactorily fulfilling her obligations under the Contract. A contract year is July 1st to June 30th (“Contract Year”). Prior to July 1, 2026 and prior to start of each Contract Year thereafter, the Board shall consider, in executive session, whether this Contract shall be renewed for an additional year or years and shall notify the Superintendent, in writing, of such action. Renewal or non-renewal shall be solely at the discretion of the Board.

EMPLOYMENT

2. **Duties.** The Superintendent is the chief executive officer and educational leader of the District. As established by State and Federal law, the State Board of

Education, and the Board, the Superintendent shall have the following duties and authority:

- a. Assuming administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff;
- b. Assuming administrative authority and responsibility for the assignment and evaluation of all personnel of the District other than the Superintendent;
- c. Making recommendations regarding the selection of personnel of the District other than the Superintendent;
- d. Initiating the termination or suspension of an employee or the nonrenewal of an employee's contract;
- e. Managing the day-to-day operations of the District as its administrative manager;
- f. Preparing or causing to be prepared and submitting to the Board a proposed budget as provided by State law;
- g. Preparing recommendations for policies to be adopted by the Board and overseeing the implementation of adopted policies;
- h. Developing or causing to be developed appropriate administrative regulations to implement policies established by the Board;
- i. Providing leadership for the attainment of the student performance in the District based on the indicators adopted under State law and other indicators adopted by the State Board of Education or the Board;
- j. Organizing the District's central administration;
- k. Performing any other duties assigned by the Board; and
- l. Conducting all such activities and duties in accordance with applicable Federal and State laws and regulations, District policies and the lawful directives of the Board.

3. Professional Certification. The Superintendent shall, at all times during the term of this Contract and any renewal or extension thereof, hold and maintain a valid certificate and/or license required of a superintendent in the State of Arkansas issued by the Arkansas Department of Education.

4. **Reassignment.** The Superintendent cannot be reassigned from the position of superintendent to another position without the Superintendent's express written consent.

5. **Personal Conduct.** Superintendent shall at all times conduct herself with due regard for public conventions and morals and refrain from any act that: (1) tends to degrade her reputation or bring her, the District, or the Board into public contempt, scorn or ridicule; and/or (2) tends to shock or offend the community or notions of public morals or decency.

6. **Residence.** The Superintendent shall continuously reside within the District during the term of this Contract and any renewal or extension thereof.

COMPENSATION

7. **Salary.** The District shall provide the Superintendent with an annual salary in the sum of \$200,000.00. This annual salary shall be paid to the Superintendent in equal installments consistent with Board policy. Additionally, the District and Superintendent will pay contributions to teacher retirement in the same amounts and in the same fashion as other certified employees of the District.

8. **Salary Adjustments.** 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 herein except by mutual agreement of the parties. Salary adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract. Additionally, for exemplary performance, the Board reserves the right, but not the obligation, to pay a bonus to the Superintendent.

9. **Travel Benefits.** In accordance with District policies applicable to all employees, the District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract and for Superintendent's actual and incidental costs incurred for travel outside of the District; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

10. **Insurance Benefits.** Superintendent shall be entitled to participate in the District's health insurance program and other benefits offered to certified employees of the District in the same fashion and at the same cost as other certified employees of the District.

11. **Time Off Work.** Superintendent shall be credited with twenty (20) vacation days, twelve (12) sick days, and two (2) personal days per Contract Year in addition to the regularly scheduled school holidays provided to the other employees of

the District. Superintendent shall take vacation or personal days at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. Vacation days not used during any given Contract Year may be deferred or rolled over. While the Board encourages Superintendent to use the vacation days provided in the year for which they are granted, Superintendent is authorized to sell, at the Superintendent's daily rate of pay, up to fifteen (15) vacation days back to the District annually by submitting a request to the District's Business Manager within thirty (30) days of the end of the Contract Year. Upon the Superintendent's resignation or retirement, any unused vacation, sick, and/or personal days will be paid at the Superintendent's daily rate of pay. However, if the Board terminates the Superintendent's employment with or without cause as provided herein, then the Superintendent will not receive payment for any unused vacation, sick, and/or personal days.

12. **Professional Growth Benefit.** 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 active attendance and participation in appropriate professional meetings at the local, regional, state and national levels. The District shall pay for three (3) professional memberships for the Superintendent. The District shall pay or reimburse Superintendent, in accordance with District policies, her reasonable expenses related to attending state and national professional conferences and/or conventions, as the Superintendent and Board deem to be appropriate.

13. **Community and Civic Clubs.** The Superintendent is encouraged to participate in Jonesboro community and civic affairs, including membership in community civic/service clubs, the Jonesboro Chamber of Commerce, and similar local organizations. Membership dues for up to three (3) such community organizations shall be paid by the District.

14. **Outside Activities.** The Superintendent may serve as a consultant to other school districts or educational agencies, lecture, or engage in writing activities and speaking engagements so long as such activities do not interfere with her duties as Superintendent. The Superintendent may serve as a consultant to individuals or entities other than school districts or educational agencies and receive a reimbursement of expenses and/or be paid an honorarium from such individuals or entities, as long as such activities are conducted outside of the 250-day contract.

ANNUAL DISTRICT PERFORMANCE GOALS

15. **Development of Performance Goals.** In accordance with State law, the Board shall establish written goals and objectives ("Performance Goals"), which are attached hereto as Exhibit 1. At its sole discretion, the Board may modify Exhibit 1 from time to time and any such modification shall be effective immediately upon the Board

providing written notice of the modification to the Superintendent. The Superintendent's failure to meet the Performance Goals is not a material breach of this Agreement, but will be reviewed by the Board during the Superintendent's annual performance review.

16. **Performance Review.** At least once per Contract Year, the Board shall determine whether the Superintendent has met the Performance Goals using the criteria described in the goals themselves. The evaluation format, form, and procedure shall be in accordance with the Board's policies and procedures and State and Federal law.

17. **Confidentiality.** The evaluation of the Superintendent shall at all times be conducted in such a manner as to preserve confidentiality to the extent allowed by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

TERMINATION OF THE CONTRACT

18. **Termination.** This Contract may be terminated by:

- a. Mutual agreement;
- b. The Superintendent's retirement;
- c. The Superintendent's death;
- d. The Superintendent's disability;
- e. The Board for cause; or
- f. The Board or the Superintendent unilaterally without cause.

19. **Disability Procedure.** The District may terminate the Contract, upon written notice, if the Superintendent becomes physically or mentally disabled by virtue of an injury, accident, illness, or condition such that, even with reasonable accommodation, the Superintendent is unable to carry out the essential functions of Superintendent's obligations under this Contract. The Superintendent must exhaust any available sick days, personal days, and vacation days (in that order) during the Superintendent's period of incapacity due to her disability or, at the Superintendent's option, the District will pay Superintendent for those days at Superintendent's daily rate of pay.

20. **Termination for Cause.** Cause shall include the following:

- a. The Superintendent's exhibition of favoritism or preference based on a personal, family, or marital relationship with a District employee or potential District employee;

- b. The Superintendent's failure to maintain valid and appropriate licenses, certifications, or permits as required by State law and the rules and regulations of the Arkansas Department of Education;
- c. The revocation or suspension of the Superintendent's license by the Arkansas Professional Licensure Standards Board;
- d. The Superintendent's recurring absence, other than for illness or disability;
- e. The Superintendent's material failure to abide by the terms of this Contract;
- f. The Superintendent's material violation of the law in connection with the Superintendent's employment;
- g. The Superintendent's blatant and willful disregard of lawful directions from the Board;
- h. The Board's reasonable belief that the Superintendent has committed an act or omission that constitutes fraud, misappropriation, embezzlement, theft, dishonesty, or actions of a similar nature;
- i. The Superintendent's material failure or refusal to comply with lawful Board policies, including, but not limited to, those relating to substance abuse, sexual or other unlawful harassment, or discrimination;
- j. The Superintendent's material neglect of duties;
- k. The Superintendent's arrest or the filing of criminal charges against the Superintendent during the term of this Contract; or
- l. Conduct the Board determines is detrimental to or reflects unfavorably on the District or its reputation, or which constitutes cause for termination in the Board's reasonable discretion, it being impossible to specifically enumerate all events, conduct, and occurrences which would be injurious to the District and which would constitute cause.

In the event the Board intends to terminate this Contract for cause prior to its above-noted end date (as such date may be amended by any future agreement of the parties), the Superintendent shall be entitled to written notice of the cause(s) for termination and a hearing before the Board. The Superintendent has the right, at her expense, to be represented at the hearing by a representative of the Superintendent's

choice, and a right to a written decision describing the results of the hearing. The Board also shall have the right to be represented at the hearing by a representative of its choice. Witnesses may be presented by either party. The hearing shall be conducted in executive session. In the event of a for-cause termination, the Superintendent's salary and benefits shall terminate immediately. These provisions do not constitute a waiver of any rights that the Board or the Superintendent may have to enforce this Contract in the courts under contract or any other applicable law.

21. **Unilateral Termination Without Cause.** The Board, by not less than a super majority vote of 5-2, may terminate the Contract unilaterally, without cause, and in such event, the Superintendent hereby agrees to accept as severance pay a monetary amount equivalent to the compensation that the Superintendent would otherwise receive for one (1) Contract Year. It is within the Board's discretion whether to make such payment in a single lump sum or over the course of one (1) year from the date of termination. The Superintendent further agrees that said severance payment shall be in full release of any and all claims, rights, causes of action, proceedings, or privileges she might have pursuant to this contract, any Federal or State law, and/or any Federal or State constitutional, statutory, or administrative provision. The Superintendent also may terminate the Contract unilaterally by giving sixty (60) days' prior written notice to the Board. In such event, upon expiration of the sixty (60) days, both the District and the Superintendent shall be discharged from any further obligations or responsibilities under the Contract.

MISCELLANEOUS

22. **Superintendent's Status under Arkansas Education Law.** Superintendent shall not be considered a certified teacher, classified employee, or any other type of school district employee under Arkansas law and Superintendent waives any and all rights accorded to employees of the District under the statutes related to employees of school districts under Arkansas law.

23. **Controlling Law.** This Contract shall be governed by the laws of the State of Arkansas and shall be performable in Craighead County, Arkansas, unless otherwise provided by law.

24. **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

25. **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Contract and the provisions of the Board's policies, or any permissive State or Federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of any Board policies, procedures and practices, or any such permissive law during the term of the Contract.

26. **Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal or written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

27. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when either personally delivered or when deposited in the United States mail, postage prepaid, certified mail, return receipt required, if to the District, to the President of the Board of Education, Jonesboro School District, 2506 Southwest Square, Jonesboro, Arkansas 72401, and if to the Superintendent, to her current address as listed in her personnel file.

28. **Hold Harmless, Indemnity.** The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in her official capacity as agent and employee of the District for acts of errors and omissions arising within the scope of her employment, provided that the incident in question arose while the Superintendent was acting within the scope of the Superintendent's employment with the District in accordance with the Board's policies and excluding any criminal charges. If, in the good faith opinion of the Superintendent, conflicts exist regarding the defense of such claim between the legal position of the Superintendent and that of the District, the Superintendent may engage legal counsel, in which event the District shall indemnify the Superintendent for all costs of legal defense, including, but not limited to, reasonable attorneys' fees, expenses, and court costs, provided, however, the District shall not be required to pay any cost of legal proceedings in the event the District and Superintendent have adverse interests in such proceedings.

29. **Mediation.** If a dispute arises out of or relating to any aspect of this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the District and the Superintendent agree to engage in mediation in good faith before resorting to arbitration, litigation, or any other dispute resolution procedure.

30. **"Board" and "Board of Education."** The term "Board" or "Board of Education" shall mean that group of individuals duly elected in accordance with State and Federal law acting collectively at a duly and properly called meeting of the Board of Education of the District at which a quorum is present.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and, in the case of the Board, its President and Secretary, on the day and year first above written.

JONESBORO SCHOOL DISTRICT

SUPERINTENDENT

/s/ Dr. Charles Coleman

/s/ Misty Doyle

President of the Board

Misty Doyle

/s/ Ashleigh Givens

Secretary of the Board

EXHIBIT 1

Performance Targets

District Level Student Achievement

Based on the District's ATLAS scores for the most recent school year, the Superintendent is given the performance target to exceed the percentage of District students who are currently identified as reading on grade level.

District/School Level Graduation Rate

The Superintendent is given the performance target to meet or exceed the most recent school year's graduation rate.

School (Building) Level Achievement

1. The Academies at Jonesboro High School
 - Maintain or increase the most recent school year's graduation rate.
 - Based on the ATLAS scores for the most recent school year, increase the percentage of 10th graders reading on grade level.
2. Annie Camp Junior High School
 - Based on the ATLAS scores for the most recent school year, increase the percentage of students reading on grade level.
3. MacArthur Junior High School
 - Based on the ATLAS scores for the most recent school year, increase the percentage of students reading on grade level.
4. Leadership Magnet Elementary School
 - Based on the ATLAS scores for the most recent school year, increase the percentage of students reading on grade level.
5. Math and Science Magnet Elementary School
 - Based on the ATLAS scores for the most recent school year, increase the percentage of students reading on grade level.
6. International Studies Magnet Elementary School
 - Based on the ATLAS scores for the most recent school year, increase the percentage of students reading on grade level.
7. Visual and Performing Arts Magnet Elementary School
 - Based on the ATLAS scores for the most recent school year, increase the percentage of students reading on grade level.
8. Health, Wellness, and Environmental Studies Magnet Elementary School
 - Based on the ATLAS scores for the most recent school year, increase the percentage of students reading on grade level.
9. Jonesboro Kindergarten Center
 - Based on the ATLAS scores for the most recent school year, increase the percentage of students reading on grade level.