

SUPERINTENDENT'S CONTRACT
GREENLAND SCHOOL DISTRICT
JULY 1, 2023 TO JUNE 30, 2026

Greenland School District (herein "District") and Dr. Andrea Martin (herein "Superintendent") agree:

1. **EMPLOYMENT:** district agrees to employ Dr. Andrea Martin as the Superintendent of the Greenland School District for the period of July 1, 2023 to June 30, 2026. With all the powers and duties vested in that position by the applicable laws, regulations, and Board policies. Superintendent agrees to accept the employment and faithfully discharge the duties incident to it.

2. **COMPENSATION:** The salary to be paid to the Superintendent effective July 1, 2023 shall be an annual base salary of \$134,907.34 dollars, which shall be paid in twelve equal monthly installments.

3. **DUTIES:** The Superintendent shall have, subject to the control and regulations of the District and all other applicable laws and regulations, full authority in connection with the operation of the Greenland School District, the education program of the Greenland School district, and all matters pertaining thereto. The Superintendent shall perform such duties as shall be inherent in and necessary for the efficient discharge of his position as the term of the Agreement, the Superintendent agrees to devote full time to the performance of her duties as set forth under the Agreement to the exclusion of any other gainful employment or profession.

4. **PROFESSIONAL DEVELOPMENT ACTIVITIES:** Superintendent is encouraged and expected to participate in professional activities that will tend to enhance her professional competence and keep her abreast of developments in education and educational administration and her reasonable expenses reimbursed for such activities including meetings, workshops, seminars, and other such programs. Superintendent is also encouraged and expected to participate in community and civic activities. Expenses incurred by the Superintendent up to the amount budgeted during the term of this contract, will be reimbursed. Membership fees for AASA, AAEA, ASCD, AASCD and AREA will be paid by the district.

5. **PHYSICAL AND PROFESSIONAL CONDITIONS:** The parties hereto agree that there shall be filed in the records of the Greenland School District an official transcript of the Superintendent's college training: proof of her date of birth: a current valid teaching license of the highest grade attainable with college credits, which license the Superintendent shall be responsible for maintaining during the term of this Agreement. In accordance with law and the regulations of the Arkansas State Board of Health, the Superintendent shall also file annually a certificate issued by a licensed physician reflecting her condition of physical and mental health. The Board shall bear the expense of the Superintendent's annual examination.

6. **RELATED EMPLOYEES:** the Superintendent represents to the Board that she is not related to any member of the Board within the degrees prohibited by the laws of the State of Arkansas.

7. **VACATION, SICK LEAVE AND OTHER EMPLOYMENT BENEFITS:** During the term hereof, Superintendent shall receive or participate in the benefits provided generally to all administrative employees of the District on the same basis as available to those staff members, including, but not limited to, vacation leave, sick leave, and retirement benefits, and to such other benefits as may from time to time be approved by the Board of Education. Effective July 1, 2022, the Superintendent shall be credited with (12) days of sick/personal leave per year and ten (10) days of vacation each year. Upon separation from the District, the Superintendent shall be paid for sick leave per Board policy and any unused annual/vacation leave at her prevailing daily rate of pay. The Superintendent shall also be provided a vehicle, to include all maintenance, upkeep, and operation expenses, for unrestricted use during the term of this contract. The Superintendent shall additionally be reimbursed, upon proper documentation for expenses incurred in carrying out the duties of superintendent in furtherance of the best interest of the District, and as provided for and allowed by law, regulation, or policy

8. **TERMINATION:** The Board upon forty five (45) days written notice, may terminate this Agreement for cause, pursuant to Ark. Code Ann § 6-17-301. In the event of termination hereunder, the salary and benefits of the Superintendent shall terminate immediately. The Greenland Board of Education may terminate this contract by showing just cause or for inability or refusal to perform duties.

9. **BOARD POLICIES:** The personnel policies of the school district in effect at the time of this contract is entered into or renewed shall be considered to be incorporated as terms of said contract and shall be binding upon both parties unless changed by mutual consent.

10. **CERTIFICATION:** The Superintendent certifies that at the date of this contract she is not under contract with another school district except for part-time services shared by more than one school district which is listed herein.

11. **REFUND OF UNEARNED SALARY:** The Superintendent agrees to refund the District salary received for which no services under this contract were rendered. (Ark. Code Ann, 6-17-803)

12. **WAIVER:** The failure of either party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such terms or condition, but the obligations of either party with respect thereto shall continue in full force and effect.

13. **SEVERABILITY:** In case any provision of the Agreement shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. **STATE LAW:** In addition to the terms otherwise listed herein, the terms of this contract and the employment of the Superintendent by the District shall be governed by the provisions of Arkansas law, including but not limited to, Title 6 of the Arkansas Code, inasmuch as those provisions apply to the employment of school district superintendents.

15. **ENTIRE AGREEMENT:** This instrument contains the entire Agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by all parties hereto.

16. **INDEMNIFICATION; LEGAL REPRESENTATION:** The District shall indemnify and hold the Superintendent harmless from and against any claims, actions, suits and proceedings at law or equity brought against Superintendent in her capacity and arising out of her actions as Superintendent and employee of the Board, such Indemnification to include the cost of legal representation in such action: provided, however, that the District reserves the right to select such counsel to represent Superintendent subject to the Superintendent's consent, such consent not to be unreasonably withheld.

17. **OTHER CONDITIONS OF EMPLOYMENT:** This contract is contingent upon full licensure in the area of District Level Administrator.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective July 1, 2023;

GREENLAND SCHOOL DISTRICT

SUPERINTENDENT

By _____
President of the School Board

Dr. Andrea Martin

By _____
Secretary of the School Board

Dated: _____

Dated: _____