

# SUPERINTENDENT CONTRACT

## Magazine School District

July 1, 2024, to June 30, 2025

The Board of Directors of the Magazine School District (hereinafter“Board”) and Elizabeth Jean Shumate (hereinafter“Superintendent”) agree:

**1. Employment.** The Board agrees to employ the Superintendent as Superintendent of the Magazine School District (“District”) for the period July 1, 2024 (“Effective Date”) to June 30, 2027 (“Termination Date”), who shall serve as the District’s chief administrative officer, and perform all duties and possess all powers granted by applicable Arkansas law, rules or regulations, and board policy, until such time as this Agreement expires or is terminated, as provided in paragraphs 13. The Superintendent agrees to accept the employment and faithfully discharge the duties incident to it and to fully abide by all District policies and the Code of Ethics for Arkansas Educators and the Superintendent recognizes that failure to act and perform her duties accordingly will be considered a material breach of this agreement. During the term of this Agreement, the Superintendent agrees to devote her full attention to the performance of these duties and will perform no other gainful employment or profession unless approved by the school board.

**2. Compensation.** The salary to be paid to the Superintendent effective July 1, 2024, shall be at an annual rate of \$100,000 prorated over the term of this 240-day annual contract until it terminates and payable in twelve (12) equal monthly installments. The salary for the period July 1, 2025, to June 30, 2026, will be fixed by the Board before July 1, 2025, and the period July 1, 2026, to June 30, 2027, will be fixed by the Board before July 1, 2026. Effective each July 1, during the term hereof, the salary to be paid to the Superintendent shall be increased at a minimum of the sum of the increase in the base salary schedule of any employee group in the District, if any, and an amount equal to the experience step awarded to the District’s certified personnel. Further, each year beginning in the 2025-2026 school year the board will review salary amounts throughout the state of Arkansas as reported by the Arkansas Association for School Administrators (AAEA) to ensure that the Superintendent is at a comparable salary for schools within the same size category. This does not limit the board from paying above average but ensures a minimum salary. The salary in each of these years will not be at a lesser annual rate than the prior year and shall be paid from State and local funds distributed to the Magazine School District, its successors, or assigns, if any.

**3. Duties.** The Superintendent shall have, subject to the control and regulations of the Board and all other applicable laws and regulations, full authority in connection with the operation of the Magazine School District, the education program of the Magazine School District, and all other

matters pertaining thereto. The Superintendent shall perform such duties as shall be inherent in and necessary for the efficient discharge of her position as the Superintendent of the Magazine School District. During the term of this Agreement, the Superintendent agrees to devote full time to the performance of such duties as set forth under this Agreement to the exclusion of any other gainful employment or profession, and as further consideration therefore, is granted a three-year contract.

**4. Fitness for Duty.** The Superintendent represents that she is fully qualified to serve as Superintendent, and is fit and able to perform all physical and intellectual duties of the office.

**5. Professional Development and 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 reasonable expenses incident to such activities including meetings, workshops, seminars, and other such programs; and dues in professional organizations will be reimbursed. The Superintendent is also encouraged to participate in community and civic activities, and the District shall pay any membership fees and reasonable incidental expenses incurred by the Superintendent in connection with such participation.

**6. Physical and Professional Conditions.** The parties hereto agree that there shall be filed in the records of the District a transcript of the Superintendent's post-secondary coursework; proof of date of birth; a current, valid teaching license of the highest grade attainable with college credit; an Arkansas superintendent license; and any other documents necessary to comply with state and federal law. The Superintendent shall be responsible for maintaining his or her license in good standing for the duration of this Agreement. Any disciplinary suspension of the Superintendent's license by the Professional Licensing Standards Board shall constitute a material breach of this Agreement.

**7. 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.

**8. Vacation, Sick Leave, Employment Benefits and Travel Reimbursement.** During the term hereof, the 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, health and life insurance, 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. For example, effective July 1, 2024, the Superintendent shall be credited with ten (10) vacation days and twelve (12) sick days. Upon separation from the District, the Superintendent's sick and vacation days will be transferred to another applicable employer or upon retirement will be paid as reflected in district policy. The Board shall also reimburse the Superintendent for travel expenses incurred in the course of her professional duties as stated in district policy.

**9. Moving and Relocation.** The Superintendent agrees to relocate and continuously reside within the Magazine School District a term and condition of employment by the Board.

**10. Performance Targets and Incentive Payments.** The parties shall memorialize by separate agreement performance targets and potential incentive payment plan based on the achievement

of mutually agreed goals as set forth in Ark. Code Ann. §6-17-123. Any incentive payment plan shall be in alignment with all other incentive payment plans provided to certified staff. Failure of the Superintendent to meet any performance target is not a material breach of this Agreement but will be reviewed by the Board during the Superintendent's annual evaluation.

**11. Equipment.** The Superintendent shall use school-owned and provided technology for school and business-related purposes, as well as for personal use; however, this use shall not conflict with any school district policy concerning technology or internet use.

**13. Evaluation and Termination for Cause.** The Board shall evaluate the Superintendent at least annually. If the Board does not use an evaluation instrument, but votes to extend the Contract Agreement of the Superintendent, that vote shall constitute an evaluation of the Superintendent's job performance. The failure of the Board to evaluate the Superintendent or to extend the Agreement of the Superintendent into the future as an evaluation of the Superintendent shall not constitute a material breach of this Agreement. The Board shall have the right to terminate this Agreement for good cause. In the event the Board exercises such right, the Board shall provide a written notice to the Superintendent and provide an opportunity for a hearing before the Board regarding the reasons for termination. While the personnel policy for licensed personnel termination is not controlling, the procedures outlined in the policy may be followed.

**14. Suspension.** If, by majority vote, the Board votes to suspend the Superintendent from the performance of her duties under this Agreement, the Superintendent will surrender all school district property, and shall remain available to the school district for consultation, advice, and return to duties. Every day that the Superintendent is not available to the school district shall be accounted for as a vacation day, or, if appropriate documentation from a physician is presented and subject to district policy, a sick day. If a suspended Superintendent wishes to accept other employment during a term of suspension, to resign from this Agreement, or to retire as the word is defined by the Arkansas Teacher Retirement System, the Board agrees to immediately release her from contractual obligation to be available to the district.

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

**16. Severability.** In case any provision of this 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.

**17. 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.

**18. 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 the Superintendent in her capacity and arising out of her reasonable and

lawful actions as Superintendent and employee of the Board; provided, however, that the District reserves the right to select such counsel to represent the Superintendent subject to the Superintendent's consent, such consent not to be unreasonably withheld.

**19. Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas.

**20. Amendment.** This Agreement cannot be amended, modified, or revised unless done in writing and signed by the Board and the Superintendent.

**21. Binding Effect.** The terms and conditions contained in this Agreement will bind and inure to the benefit of the parties, the irrespctive heirs, executors, administrators, successors, and assigns.

**22. Background Check.** This Agreement is contingent upon the Superintendent passing a background check at the sole discretion of the Board.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on January 11, 2024, to become effective July 1, 2024.

MAGAZINE SCHOOL DISTRICT

SUPERINTENDENT

By: \_\_\_\_\_  
President of Board

\_\_\_\_\_  
Superintendent Name

By: \_\_\_\_\_  
Secretary of Board

Board Approved on 4/11/2024 signature copy on file

# Performance Targets and Incentive Payment

Ark.CodeAnn§6-17-123

Superintendent Contract Shall Contain:

## 1. District Level Student Achievement:

Based on the District's 2023 Report Card, the percentage of District students who tested ready or exceeding grade level for reading on the ACT Aspire was 40%.

The superintendent is given the performance target to increase the percentage of District students who test ready or exceeding grade level for reading on the ATLAS exam to 50% as reflected in the next Report Card.

## 2. School/District Level Graduation Rate:

Based on the District's 2023 Report Card, the present 4-year cohort high school graduation rate is 94.12%. The state average is 89.4%.

The superintendent's performance goal is to improve the 4-year cohort graduation rate to 95% or above as reflected in the next Report Card.

## 3. School (building) Level Achievement for each "C", "D" or "F" school:

The superintendent's performance goal is to raise the letter grade designation by at least one letter designation for Magazine Elementary and Magazine High School who currently are receiving a "C" letter grade designation.

