

BALD KNOB SCHOOL DISTRICT SUPERINTENDENT CONTRACT

The Board of Directors of the BALD KNOB SCHOOL DISTRICT (hereinafter "Board") and Melissa Gipson (hereinafter "Superintendent") agrees:

1. **EMPLOYMENT:** The Board agrees to employ the Superintendent of the BALD KNOB SCHOOL DISTRICT for a period of **July 1, 2023 through June 30, 2026** on an annual **240 day contract**, who shall serve as the school 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 the Contract expires or is terminated. The Superintendent agrees to accept the employment, and faithfully discharge the duties incident to it. During the term of this Contract, the Superintendent agrees to devote his/her full attention to the performance of these duties, and will perform no other gainful employment or profession during school hours or school functions.
2. **COMPENSATION:** The salary to be paid to the Superintendent, effective July 1, 2021 shall be at an annual rate of **\$117,816.48** payable in 12 monthly installments. Raises will be correlated to teacher raise at a rate of two times the amount teachers receive. Any other changes in salary will be through Board action. This Contract is for a period of two years.
3. **DUTIES:** The Superintendent shall serve as the chief executive officer of the BALD KNOB SCHOOL DISTRICT, and shall have powers necessary to perform this duty. All district staff shall be subject to the direction of the Superintendent. The Superintendent shall tender an official transcript of all post-secondary course work, a copy of his/her teaching license, proof of age, and any other documents necessary to comply with state or federal law. The Superintendent shall maintain his/her license in good standing any disciplinary suspension of the Superintendent's license by the Professional Licensing Standards Board shall constitute a material breach of this Contract.
4. **FITNESS FOR DUTY:** The Superintendent represents that he/she is fully qualified to serve as Superintendent, and is fit and able to perform all physical and intellectual duties of the office.
5. **DISABILITY:** In the event that the Superintendent is unable to report to his/her job site and fulfill the duties of the Superintendent for a period in excess of twelve work weeks due to personal illness, disability, incapacity or other cause of unfitness to perform job responsibilities, regardless of whether or not any available sick leave or other paid leave

has been exhausted or not, the Board may, by a majority of vote, deem the inability of the Superintendent to satisfactorily return to his or her contracted duties to be a material breach of this Contract, and to terminate the Contract of employment upon tender of 90 days pay. The Board's decision and determination as to the disability of the Superintendent shall be final.

6. **BENEFITS AND TRAVEL:** Vacation, sick leave and fringe benefits will be the same as other contracted full year employees, including vacation and personal days, and shall follow all personnel policies concerning these benefits. The Superintendent may transfer in sick leave days from another Arkansas school district as provided by law. The Board will permit the Superintendent to submit receipts for reimbursement for travel. The District will pay dues for the Superintendent to be a member of the following state and nation organizations to enable the Superintendent to obtain high quality professional development and to further the interest of the school district: American Association of School Administrators, Arkansas Association of Educational Administrators, and Arkansas Rural Education Association.
7. **EQUIPMENT:** The Board will provide the Superintendent with all necessary technology to perform his/her job, which shall include a tablet computer/lpad. The Superintendent shall use District owned and provided technology ONLY for school business purposes. The Superintendent will provide and comply with all Internal Revenue Service reporting requirements to enable appropriate reporting of taxable income.
8. **EVALUATION:** The Board shall evaluate the Superintendent at least annually, using the latest adopted evaluation instrument for the Superintendent, or the evaluation instrument required by law, if one exists. If individual evaluations are completed by board members, each individual evaluation as well as any composite evaluation will be shared with the Superintendent, and retained in the Superintendent's personnel file. If the Board does not use an evaluation instrument, but votes to extend the Contract 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 Contract of the Superintendent into the future will serve as an evaluation of the Superintendent and shall not constitute a material breach of Contract.
9. **TERMINATION:** While parties to this Contract agree that the Teacher Fair Dismissal Act is neither relevant nor controlling as it relates to the termination of a Superintendent, notices to the Superintendent shall be provided, and an opportunity to a hearing modeled after the hearing provisions in the Teacher Fair Dismissal Act shall be provided

in the event that a majority of the Board votes to initiate termination proceedings for material breach of this Contract or other just cause. The decision of the Board shall be final. In the event of termination, the salary and benefits of the Superintendent shall terminate immediately.

10. **RESIDENCY:** The Superintendent agrees to continuously reside within the school district as a term and condition of his or her employment by the Board.
11. **MATERIAL BREACHES:** The arrest of the Superintendent or the filing of criminal charges against the Superintendent during his or her tenure of office shall constitute a material breach of the Contract of employment. Adverse findings by the Professional License Standards Board, or true finding of child abuse or maltreatment, entering into what appears to be a dating or romantic relationship, with a current school district employee during the Superintendent's tenure of office, shall constitute a material breach of the Contract of employment, or exhibiting favoritism or preference based on a personal, family or marital relationship with a district employee or potential district employee shall constitute a material breach of the Contract of employment.
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 Contract shall be construed as a waiver or relinquishment of any right granted here under or the future performance of any such terms or conditions, but the obligations of either party shall continue in full force and effect.
13. **SEVERABILITY:** In case any provision of the Contract 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. **ENTIRE AGREEMENT:** This instrument contains the entire Contract of the parties. It may not be changed orally, but only by an agreement in writing signed by all parties thereof.
15. **INDEMNIFICATION; LEGAL REPRESENTATION:** The District shall indemnify and hold the Superintendent harmless from any and all claims, actions, suits and proceedings at law or equity brought against the Superintendent in his capacity and arising out of his/her reasonable and lawful actions as Superintendent and employee of the Board; provided, however, that the District reserves the right to select counsel to represent the Superintendent.

16. GOVERNING LAW: This contract shall be governed by the laws of the State of Arkansas.

BALD KNOB SCHOOL DISTRICT

Cale E McMillan Date: 1-23-23
President of Board

Paul A. Smith Date: 1-23-23
Disbursing Officer of Board

Nelson G. ... Date: 1-23-23
Superintendent