

The Board of Directors of the Pocahontas School District (hereinafter "Board") and Dr. Jonathan Lance Arbuckle (hereinafter "Superintendent") agrees:

1. **Employment:** The Board agrees to employ the Superintendent of the Pocahontas School District for the period of **July 1, 2023 through June 30, 2025** on an annual **240-day** Agreement, 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 this Agreement expires or is terminated, as provided in Paragraph 7. The Superintendent agrees to accept the employment, and faithfully discharge the duties incident to it. During the term of this Agreement, the Superintendent agrees to devote his/her full attention to the performance of these duties, and will perform no other gainful employment or profession
2. **Compensation:** The salary to be paid to the Superintendent, effective **July 1, 2023** shall be at an annual rate of **\$128,000.00** payable in **12** monthly installments.
3. **Duties:** The Superintendent shall serve as the chief executive officer of the School District, and shall have the powers necessary to perform this duty. All district staff are subject to the direction of the Superintendent and shall be recommended for hire, rehire, termination or nonrenewal by the Superintendent. The Superintendent shall tender an official transcript of all post-secondary course work, a copy of his teaching license, proof of age and any other documents necessary to comply with state or federal law. The Superintendent shall maintain his 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 Agreement.
4. **Fitness for Duty:** The Superintendent represents that he is fully qualified to serve as Superintendent, and is fit and able to perform all physical and intellectual duties of the office.
5. **Benefits: Vacation, Sick leave and Travel Expenses:** The Superintendent shall have the same fringe benefits as other contracted full year employees, including vacation and personal days, and shall follow all personnel policies concerning these benefits.
 - a. **Vacation:** 10 days vacation after 1 year of employment
 - b. **Sick Days:** 12 days - Leave is granted at the rate of one day of sick leave per contracted month. The Superintendent may transfer in sick leave days from another Arkansas school district as provided by law.
 - c. **Personal Days:** An employee may use accrued sick leave for personal reasons according to the following schedule:

<u>Minimum Accrued Sick Days</u>	<u>Personal Days Per Year</u>
1--9	1
10	2
25	3
40	4
55	5

The term "accrued" is to be defined as follows: Those sick days that are carried over from the previous year. Employees shall be provided with a record of unused sick leave at the beginning of each school year.


- d. **Travel Reimbursement:** The Board shall provide a vehicle for the official and business-related use of the Superintendent, and shall assume all expenses related to this use of this vehicle, including insurance, fuel, maintenance, etc. The Board will also permit the Superintendent to submit receipts for reimbursement for approved travel to conferences and meetings, in accordance with district policy.
 - e. **Moving and Relocation Expenses:** The Superintendent may submit paid receipts for moving and relocation expenses, expenses for packing materials, movers, rental of moving vans or equipment not to exceed **\$4500.00**.
6. **Evaluation:** The Board shall evaluate the Superintendent at least annually, using the last 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 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.
7. **Termination:** While the parties to this Agreement agree that the Teacher Fair Dismissal Act is neither relevant nor controlling as it relates to the termination of a Superintendent, notice 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 vote to initiate termination proceedings for material breach of this Agreement, 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.
8. **Material Breaches:** In addition to other designated material breaches of this Agreement contained therein, the following shall also be considered material breaches of the Agreement, and a basis for termination of the Agreement of employment:
- a. After twenty-four consecutive months of employment²⁴, the school district being designated as being in Fiscal Distress as defined by A.C.A. 6-20-1901 et. seq., shall

be considered a material breach of the Agreement of employment, provided that the school Board has voted to uphold the Superintendent's recommendations to non-renew employment Agreements of district employees pursuant to a Reduction In Force or RIF and has not acted against the Superintendent's recommendations concerning entering into contracts, hiring personnel or making expenditures that, if followed, would have resulted in the district avoiding being placed in fiscal distress status.

- b. 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 Agreement of employment.
 - c. Adverse findings by the Professional License Standards Board, or true findings of child abuse or maltreatment;
9. **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 conditions, but the obligations of either party shall continue in full force and effect.
10. **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.
11. **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 thereof.
12. **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 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.
13. **Governing Law:** This Agreement shall be governed by the laws of the State of Arkansas.

Pocahontas School District on this 14th of February, 2023.

BY: 
President of Board


J. Lance Arbuckle (Feb 15, 2023 15:54 CST)
Superintendent

BY: 
Secretary of Board