

SUPERINTENDENT'S CONTRACT

Pocahontas School District

The Board of Directors of the Pocahontas School District (hereinafter "Board") and J. Lance Arbuckle, E.D. (hereinafter "Superintendent") agree:

1. **Employment:** The Board agrees to employ the Superintendent of the Pocahontas School District for the period of July 1, 2024 through June 30, 2027, on a 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 10. The 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, 2024 shall be at an annual rate of \$133,000 payable in 12 monthly installments. Each year thereafter effective July 1, a minimum increase of \$2500 will be added to the annual rate for each year of the contract.
3. **Duties:** The Superintendent shall serve as the chief executive officer of the School District and 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 Pocahontas School District, the education program of the Pocahontas School District, and all other matters pertaining thereto. All district staff are subject to the direction of the Superintendent and shall be recommended for hire, rehire, or termination by the Superintendent. The Superintendent shall perform such as shall be inherent in and necessary for the efficient discharge of his position as the Superintendent of the Pocahontas 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 he 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 his professional competence and keep him 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. Superintendent is also encouraged to participate in community and civic activities.

6. **Physical and Professional Conditions:** The parties hereto agree that there shall be filed in the records of the District an official transcript of the Superintendent's post-secondary course work; 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. **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 the School District 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.
8. **Performance Targets:** The parties shall memorialize by separate agreement performance targets based on the achievement of mutually agreed goals as set forth in A.C.A. 6-17-123. Failure of 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.
9. **Evaluation:** The Board shall evaluate the Superintendent at least annually, using a mutually agreed upon evaluation instrument for the Superintendent, or the evaluation instrument required by law, if one exists. The evaluation shall be done as a composite evaluation, shall be shared with the Superintendent, and shall be retained in the Superintendent's personnel file. Individual board members may share personal comments with the Superintendent, but such individual comments shall not be retained in the Superintendent's personnel file. 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.
10. **Termination:** In the event that a majority of the Board vote to initiate termination proceedings against the Superintendent for material breach of this Agreement, or other just cause, notice to the Superintendent shall be provided, and the Superintendent shall be provided an opportunity to a hearing before the Board. The decision of the Board shall be final. In the event of termination, the salary and benefits of the Superintendent shall terminate immediately.
11. **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 employment, 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 nonrenew 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.
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 conditions, but the obligations of either party 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. **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.
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 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on January 22, 2024, to become effective July 1, 2024.

POCAHONTAS SCHOOL DISTRICT

By: 
President of Board

By: 
Secretary of Board

SUPERINTENDENT


J. Lance Arbuckle, Ed.D