

**EMPLOYMENT CONTRACT BETWEEN
Dr Harold Jeffcoat, Superintendent
and
THE VAN BUREN SCHOOL DISTRICT OF
CRAWFORD COUNTY, ARKANSAS**

This Employment Contract made and entered into this 9th day of February, 2016, by and between the Board of Education of the Van Buren School District of Crawford County, Arkansas, hereinafter referred to as DISTRICT, and Dr. Harold Jeffcoat, hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the schools, which DISTRICT believes improves the quality of its overall educational program; and, WHEREAS, DISTRICT and SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational programs of the schools;

NOW, THEREFORE, DISTRICT AND SUPERINTENDENT, for the consideration herein specified, agree as follows:

I. TERM:

DISTRICT, in consideration of the promises herein contained of SUPERINTENDENT, hereby employs SUPERINTENDENT, and SUPERINTENDENT hereby accepts employment as SUPERINTENDENT of Schools for the term of three (3) years commencing July 1, 2016, and ending June 30, 2019, with an annual roll-over of the contract to occur in February of each calendar year as approved by the BOARD.

II. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES:

- A. **Certification: SUPERINTENDENT SHALL HOLD A VALID certificate issued by the State of Arkansas.**
- B. **Duties: SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. He shall be the chief executive officer of the DISTRICT, shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT; shall select all personnel subject to the**

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approval of the BOARD; and in general perform all duties incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the BOARD. The BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study and recommendation.

- C. Outside Activities:** SUPERINTENDENT shall devote his time, attention, and energy to the business of the school district. However, he may, with the prior knowledge of the BOARD PRESIDENT, serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration at his discretion. The outside activities described in this paragraph may be performed for consideration provided that they do not interfere with the performance of the SUPERINTENDENT'S duties under this contract. The SUPERINTENDENT may serve on paid Boards.

III. PROFESSIONAL GROWTH OF SUPERINTENDENT:

The DISTRICT encourages the continuing professional growth of the SUPERINTENDENT through his participation, as he might decide in light of his responsibilities as SUPERINTENDENT, in:

- A. the operations, programs and other activities conducted or sponsored by local, state, and national school administrator and school boards associations;**
- B. seminars and courses offered by public or private educational institutions;**
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities for the DISTRICT; AND**
- D. visits to other institutions.**

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT to attend to such matters and pay for the necessary fees

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for travel and subsistence expenses, as approved by the DISTRICT in the annual budget.

IV. COMPENSATION:

SALARY: DISTRICT shall establish the salary of the SUPERINTENDENT at an annual salary of \$165,000.00 (One-Hundred Sixty-five Thousand Dollars) for the 2016-2017 school year. This annual salary rate shall be paid to the SUPERINTENDENT in accordance with the schedule of salary payments in effect for other certified employees or in some other way mutually agreed to by both parties.

The SUPERINTENDENT may direct such part of the salary as he chooses according to district policy for employee benefit plans.

DISTRICT and SUPERINTENDENT may mutually agree to adjust the salary of the SUPERINTENDENT during the term of this contract. Any adjustment to the salary made during the life of this contract shall be in the form of an amendment and become part of this contract.

V. VACATION AND OTHER BENEFITS:

- A. SUPERINTENDENT shall be entitled to ten (10) working days of vacation per year. SUPERINTENDENT shall be paid for a maximum of twenty (20) accrued and unused vacation days at the termination of this Employment Contract at a per diem rate equal to the then current per diem base salary of SUPERINTENDENT (i.e., \$165,000/240 days = \$687.50 per unused day).**
- B. The SUPERINTENDENT will be credited with twelve (12) personal leave days for illness or other personal business as of the effective date of this Employment Contract and will receive ten (10) days personal leave for each subsequent year. Personal leave days will be cumulative and will accumulate from year to year if not used in a particular year by the SUPERINTENDENT, but in no event shall this leave accumulate to more than twenty (20) days. SUPERINTENDENT shall NOT be entitled to any compensation for accrued or unused personal leave time unused as of the date the Employment Contract terminates.**

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- C. The DISTRICT agrees to maintain a disability insurance package on and for the benefit of the SUPERINTENDENT. The maximum yearly contribution that the DISTRICT will be responsible for paying will not exceed \$2,500.00. The DISTRICT further agrees to maintain term life insurance on and for the benefit of the SUPERINTENDENT in the amount of two times the SUPERINTENDENT'S base annual salary.**

- D. The DISTRICT will pay the SUPERINTENDENT'S membership fees for two professional school associations of the SUPERINTENDENT'S choice. In addition, the DISTRICT will pay the membership charges and associated expenses for local service organizations.**

- E. The DISTRICT shall provide the SUPERINTENDENT with the following options for securing a vehicle:**
 - The DISTRICT will pay the SUPERINTENDENT a vehicle allowance in the amount of \$750.00 per month OR**

 - The DISTRICT will purchase and maintain a vehicle for the professional and personal use of the SUPERINTENDENT. The vehicle will remain the property of the DISTRICT upon termination of the SUPERINTENDENT'S contract.**

VI. MEDICAL EXAMINATION:

In light of the unique nature of the professional duties of the SUPERINTENDENT of schools, the DISTRICT shall, at its expense, provide for the SUPERINTENDENT a complete medical examination of SUPERINTENDENT not less than once every two years and no more often than once each year. The examination will be conducted at a local or regional medical facility. Any report of the medical examination shall be given directly and exclusively by the examining physician to SUPERINTENDENT. The BOARD PRESIDENT shall be advised in writing by the physician of the continued physical fitness of the SUPERINTENDENT to perform his duties and such report shall be confidential.

VII. SAVINGS CLAUSE:

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

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VIII. TERMINATION AND INDEMNIFICATION:

- A. The Board of Education and the Superintendent shall fully perform this contract, it being understood that any deviation from its terms and provisions shall be by mutual consent of the Board of Education and the Superintendent. Failure on the part of the Superintendent to fulfill his obligations under this contract will be considered a violation of the Code of Ethics of the American Association of School Administrators, and may be reported by the Board of Education to the appropriate State Association of School Administrators and State educational authorities.**

- B. The Superintendent shall be indemnified and held harmless by the School District from any and all demands, claims, suits, actions, or legal proceedings brought against the Superintendent in his individual or official capacity as an agent and/or employee of the District to the extent that insurance coverage is not available to either the Superintendent or the School District.**

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IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in paragraph 1 above.

SUPERINTENDENT

**BOARD OF EDUCATION
VAN BUREN SCHOOL DISTRICT OF
CRAWFORD COUNTY**

**By: _____
SUPERINTENDENT**

**By: _____
PRESIDENT**

**By: _____
SECRETARY**

This Employment Contract was approved by vote of the Board of Education at a public meeting duly held on the **9th** day of **February**, 2016, and has been made a part of the minutes for that meeting.