

SUPERINTENDENT'S CONTRACT
CALICO ROCK SCHOOL DISTRICT

July 15, 2024 to June 30, 2025

The Board of Directors of the Calico Rock School District (hereinafter "Board") and Rick Green (hereinafter "Superintendent") agree:

1. **Employment.** The Board agrees to employ the Superintendent as Superintendent of the Calico Rock School District ("District") for the period **July 15, 2024 to June 30, 2025** ("Initial Term"). This contract may be renewed for additional one-year periods on the 30th day of June of each year by a majority vote of the Board of Directors. Superintendent 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 paragraph 13. 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. Superintendent recognizes that failure to act and perform his duties accordingly will be considered a material breach of this Agreement. During the term of this Agreement, the Superintendent agrees to devote his 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 Superintendent effective July 15, 2024, shall be at an annual rate of \$105,000.00 prorated over the term of this 248-day annual contract until it terminates and payable in twelve equal monthly installments.

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 Calico Rock School District, the education program of the Calico Rock 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 his position as the Superintendent of the Calico Rock 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.

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 and expected to participate in community and civic activities, and the District shall pay any membership fees and reasonable incidental expenses incurred by 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 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 license in good standing for the duration of this Agreement. Any disciplinary suspension of the Superintendent's license by the Arkansas Professional Licensing Standards Board shall constitute a material breach of this Agreement.

7. **Related Employees.** The Superintendent represents to the Board that he 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, 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. Upon separation from the District, Superintendent shall be paid for any unused and accrued vacation leave at the then prevailing daily rate of pay and paid for any unused and accrued sick leave days in accordance with District policy. The Board shall also reimburse the Superintendent for travel expenses incurred in the course of his professional duties, including reimbursement in the amount of \$0.52 per mile.

9. **Residence in the District.** The Superintendent agrees to relocate and continuously reside within the District's attendance zone by January 1, 2025, as a term and condition of employment by the Board.

10. **Performance Targets.** The parties shall memorialize performance targets based on the achievement of mutually agreed upon goals as set forth in Ark. Code. Ann. § 6-17-123, which may be referenced as an exhibit or addendum to this Agreement. 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.

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 District policy concerning technology or internet use.

12. **Disability.** In the event the Superintendent shall be disabled and unable to perform his duties under this Agreement by reason of sickness, accident, or other cause beyond his control and such disability continues for more than thirty (30) days, the Board may terminate this Agreement. In the event of termination due to disability, the Superintendent shall continue to receive the salary provided for under paragraph 2 of this Agreement for a period of six (6) months from the date the Superintendent becomes disabled and has exhausted any sick leave available to him under paragraph 8 hereof. The Board's decision and determination as to the disability of the Superintendent shall be final.

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 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 his duties under this Agreement, the Superintendent will surrender all District property, with the exception of school-owned cell phone, and shall remain available to the District for consultation, advice and return to duties. Every day that the Superintendent is not available to the 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 him 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 performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of relinquishment of any right granted hereunder 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, administrative proceedings and proceedings at law or equity, including administrative proceedings before the Arkansas Department of Education, against 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.

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, their respective heirs, executors, administrators, successors and assigns.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on July 12, 2024, to become effective July 15, 2024.

CALICO ROCK SCHOOL DISTRICT

By: 
President of Board

SUPERINTENDENT


Rick Green

By: 
Secretary of Board

EXHIBIT 1
Performance Targets

Ark. Code Ann § 6-17-123

Superintendent Contract Shall Contain:

1. District Level Student Achievement

The superintendent is given the performance target of increasing the overall math and literacy rate for the District over the course of the next three years.

2. District Level Graduation Rate

The superintendent is given the performance target of achieving a 95% graduation rate for the District over the course of the next three years.

For any District with a “C”, “D” or “F” school, the Superintendent Shall Contain:

3. School (building) Level Achievement for each “C”, “D” for “F” schools

The elementary and high school is graded at a “C” pursuant to the state’s 2023 school grade distribution. The superintendent is given the performance goal of increasing the score by one letter grade.

4. District Level Student Enrollment

The superintendent is given the performance target of increasing the overall student enrollment for the District by two percent (2%) over the course of the next two years.