SEVENTH AMENDED SUPERINTENDENT'S CONTRACT

This Seventh Amended Superintendent's Contract ("Amended Contract") is entered into this 27th day of October, 2022, by and between the Board of Education of the Bentonville Public Schools, Arkansas District No. 6 (the "Board") and Debbie Bruick-Jones (the "Superintendent").

WITNESSETH

WHEREAS, on or about July 27, 2016, the Board and the Superintendent entered into a Superintendent's Contract for professional services to be rendered by Superintendent for the Bentonville Public Schools, Arkansas District No. 6 (the "District") as an employee of the District for a period from July 1, 2016 through June 30, 2019; and

WHEREAS, on or about May 11, 2017, the Board and the Superintendent entered into a First Amended Superintendent's Contract with a term of July 1, 2017 through June 30, 2020; and

WHEREAS, on or about April 16, 2018, the Board and the Superintendent entered into a Second Amended Superintendent's Contract with a term of July 1, 2018 through June 30, 2021; and

WHEREAS, on or about April 11, 2019, the Board and the Superintendent entered into a Third Amended Superintendent's Contract with a term of July 1, 2019 through June 30, 2022; and

WHEREAS, on or about February 18, 2020, the Board and the Superintendent entered into a Fourth Amended Superintendent's Contract with a term of July 1, 2020 through June 30, 2023; and

WHEREAS, on or about January 26, 2021, the Board and the Superintendent entered into a Fifth Amended Superintendent's Contract with a term of July 1, 2021 through June 30, 2024;

WHEREAS, on or about March 31, 2022, the Board and the Superintendent entered into a Sixth Amended Superintendent's Contract (the "Contract") with a term of July 1, 2022 through June 30, 2025; and

WHEREAS, the Board and Superintendent desire to renew the Superintendent's with the District and adopt new performance metrics, and by doing so, hereby supersede the Contract with this Amended Contract, effective as of July 1, 2023.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the Board and the Superintendent agree to this Amended Contract as follows:

I. TERM

1.1 Effective July 1, 2023, the Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term commencing on July 1, 2023 and ending on June 30, 2026 (the "Term"). The District may, by action of the Board, and with the consent and approval of the Superintendent, renew this Amended Contract as permitted by state law. A "contract year" is July 1st to June 30th. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Amended Contract. No property interest, express or implied, is created in continued employment beyond the Term.

II. EMPLOYMENT

2.1 **Duties.** The Superintendent is the chief executive officer and educational leader of the District. As set forth by State and Federal law, the State Board of Education, and the Board, the Superintendent shall have the following duties and authority:

A. Assuming administrative responsibility and leadership for the planning, operation, supervision, and evaluation of the education programs, services, and facilities of the District and for the annual performance appraisal of the District's staff.

B. Assuming administrative authority and responsibility for the assignment and evaluation of all personnel of the District other than the Superintendent.

C. Making recommendations regarding the selection of personnel of the District other than the Superintendent.

D. Initiating the termination or suspension of an employee or the nonrenewal of an employee's contract.

E. Managing the day-to-day operations of the District as its administrative manager.

F. Preparing or causing to be prepared and submitting to the Board a proposed budget as provided by State law.

G. Preparing recommendations for policies to be adopted by the Board and overseeing the implementation of adopted policies.

H. Developing or causing to be developed appropriate administrative regulations to implement policies established by the Board.

I. Providing leadership for the attainment of the student performance in the District based on the indicators adopted under State law and other indicators adopted by the State Board of Education or the Bentonville School Board.

J. Organizing the District's central administration.

K. Performing any other duties assigned by action of the Board.

L. Submitting a summary of these activities to the Board annually.

M. Conducting all such activities and duties in accordance with applicable federal and state laws and regulations, District Policies and the lawful directives of the Board.

2.2 Board Meetings. The Superintendent or her designee shall attend all meetings of the Board and its committees, both public and closed, to the extent allowed by law, and except as otherwise directed by the Board, shall participate in the deliberations of the Board and its committees on all matters with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Amended Contract and/or the Superintendent's salary and benefits as set forth in this Amended Contract and/or the Superintendent's evaluation and/or interpersonal relationships between individual Board members. The Superintendent shall provide recommendations and/or information as to each of the items of business considered at each meeting.

2.3 Criticism, Suggestions. Pursuant to the duties established herein, the Board, individually and collectively, shall promptly refer all criticism, complaints and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent promptly shall investigate such matters and inform the Board of the results of such efforts.

2.4 Professional Certification. The Superintendent shall at all times during the term of this Amended Contract, any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent in the State of Arkansas issued by the Arkansas Department of Education.

2.5 Reassignment. The Superintendent cannot be reassigned from the position of superintendent to another position without the Superintendent's express written consent.

2.6 Conduct. Superintendent shall at all times conduct herself with due regard for public conventions and morals and refrain from any act that: (1) tends to degrade her reputation or bring her, the District or the Board into public contempt, scorn or ridicule; or (2) that tends to shock or offend the community or notions of public morals or decency.

III. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary in the sum of $264,992.00. This annual salary shall be paid to the Superintendent in equal installments consistent with Board policy. Additionally, the District and Superintendent will pay contributions to teacher retirement in the same amounts and in the same fashion as other employees of the District. For exemplary performance as measured by the Superintendent's Performance Goals, the Board reserves the right, but not the obligation, to increase the Superintendent's annual compensation or pay an annual bonus. For the Superintendent's exemplary performance, the Superintendent shall be paid a one-time bonus of $7,500 on or about July 1, 2023.

3.2 Salary Adjustments. The Board may, in its discretion, review and adjust the salary of the Superintendent at budget time, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Amended Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be in the form of a written addendum to this Amended Contract or a new contract.

3.3 Travel and Other Benefits.

A. In accordance with District policies applicable to all employees, the District shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Amended Contract and for Superintendent's actual and incidental costs incurred for travel outside of the District; such costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

B. A District leased or purchased automobile will be provided to the Superintendent. The District shall pay for fuel, insurance and maintenance, all upfront and/or disposition cost incurred in the lease/purchase process, and shall retain title to the automobile.

C. The District will provide to Superintendent at no cost a cell phone and phone service contract for use in connection with Superintendent's duties. Superintendent may make incidental personal use of the cell phone consistent with the policies of the District. Said phone and service contract shall be the property of the District.

3.4 Insurance Benefits. Superintendent shall be entitled to participate in the District's health insurance program and other benefits offered to employees of the District in the same fashion and at the same cost as other employees of the District.

3.5 **Vacation (non-contract days ("NCD")), Holiday Personal and Sick Leave Benefits.** The Superintendent may take, at the Superintendent's choice, up to twenty five (25) NCD, with the days to be in a single period or at different times. NCD taken by the Superintendent shall be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Amended Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 230-day contracts. The Superintendent is hereby granted the same sick leave benefits as authorized by Board policies for administrative employees on 230-day contracts. Unused earned NCD, personal days and sick days will accumulate up to the same amounts allowable for other employees of the District. Personal days and sick days will be reimbursed to the Superintendent on the same basis as other employees in the District. NCD will be reimbursed to the Superintendent at the Superintendent's daily rate of pay. The Board recognizes that Superintendent's duties may require that Superintendent be working on days which are NCD or holidays for other employees of the District employed under 230 day contracts. The Board authorizes Superintendent to accumulate any time from customary NCD or holidays worked as a result of Superintendent's duties and to use such accumulated time as vacation on a one to one basis. While the Board encourages Superintendent to use the NCD provided in the year for which they are granted, Superintendent annually is authorized to sell at the Superintendent's daily rate of pay up to fifteen (15) days of NCD back to the District by submitting a request to do so to the District's Director of Finance within thirty (30) days of the end of the District's fiscal year. Superintendent shall keep a reconciliation of the accumulation/use of NCD and shall provide that summary to the District's Director of Finance at least quarterly, with a copy being provided to the President of the School Board.

3.6 **Physical Examination Benefit.** The Superintendent shall undergo an annual physical examination performed by a licensed physician of the Superintendent's choice, not later than February 1 of each contract year. The physician shall submit a confidential statement to the Board certifying the Superintendent's fitness to perform the Superintendent's duties and copies of all such statements shall be maintained in the Superintendent's file. The District shall pay all costs of the annual physical examination.

3.7 **Professional Growth Benefit.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings at the local, regional, state and national levels. The Board shall also encourage the participation of the Superintendent in pertinent education seminars, and courses offered by public or private institutions or by educational associations, as well as, the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the District shall permit a reasonable amount of release time for the Superintendent, as the

Superintendent and Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay for three (3) professional memberships for the Superintendent. The District shall pay or reimburse to Superintendent, in accord with District policies, her reasonable expenses related to attending state and national professional conventions, as the Superintendent and Board deem to be appropriate.

3.8 Other Benefits. The Superintendent is encouraged to participate in community and civic affairs including Civic/Service Clubs, Chamber of Commerce, etc. Fees and the cost of meals for three (3) Civic Clubs shall be paid by the District.

3.9 Outside Consultant Activities, etc. The Superintendent may serve as a consultant to other school districts or educational agencies, lecture, or engage in writing activities and speaking engagements so long as such activities do not interfere with her duties as Superintendent. The Superintendent may serve as a consultant to individuals or entities other than school districts or educational agencies and receive a reimbursement of expenses and/or be paid an honorarium from such individuals or entities, as long as such activities are conducted outside of the 230 day contract.

IV. ANNUAL DISTRICT PERFORMANCE GOALS

4.1 Development of Goals. The Superintendent shall recommend a list of goals for the District to be utilized in connection with Section V, below. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

V. REVIEW OF PERFORMANCE

5.1 Goals and Objectives. On or before July 1st of each fiscal year, the Board and Superintendent shall meet and mutually agree upon goals and objectives ("Performance Goals") upon which the Superintendent will be evaluated in the upcoming school year. The Performance Goals will be attached to the Contract and incorporated by reference.

5.2 Performance Review. In the timeline set by the District's Policies, the Board annually shall determine whether the Superintendent has met the Performance Goals using the criteria described in the goals themselves. As part of its annual evaluation of the Superintendent, the Board shall issue this determination in writing and present it to the Superintendent. The evaluation format and procedure shall be in accordance with the Board's Policies, and state and federal law.

5.3 Confidentiality. The evaluation of the Superintendent shall at all times be conducted in such a manner as to preserve confidentiality to the extent allowed by law. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5.4 **Renewal of this Amended Contract.** Prior to July 1, 2024 and prior to every July 1st thereafter, the Board shall consider, in executive session, whether this Amended Contract shall be renewed for an additional year or years and shall notify the Superintendent, in writing, of such action.

VI. RENEWAL OR NONRENEWAL OF THE AMENDED CONTRACT

6.1 **Renewal/Nonrenewal.** Renewal or nonrenewal shall be solely at the discretion of the Board.

VII. TERMINATION OF AMENDED CONTRACT

7.1 **Termination.** This Amended Contract may be terminated by:

A. Mutual Agreement

B. Retirement

C. Death

D. Disability

E. Cause

F. Unilateral Termination of Amended Contract Without Cause

7.2 **Disability Procedure.** Should the Superintendent be unable to perform any or all of the duties of her position by reason of illness, accident, etc., following complete exhaustion of all accrued vacation (NCD), personal and sick leave, the Superintendent shall be placed on unpaid leave from the District; provided, however, that the Board, in its discretion, may continue to pay the Superintendent such amounts for such a period of time the Board deems appropriate. Upon the expiration of any unpaid leave time (even if the Board decides to continue payment to Superintendent in full or part) required or customarily allowed to other personnel of the District under the Family and Medical Leave Act, the Americans with Disability Act, or any other State or Federal employment law, if Superintendent still cannot resume her duties, her employment with the District will be terminated.

7.3 **Termination for Cause.** Cause shall include the following: (i) conviction of a felony; (ii) material violation of the law in connection with the Superintendent's employment; (iii) the blatant and willful disregard by the Superintendent of lawful directions from the Board; (iv) the Superintendent's material breach of any of her duties and obligations under this Amended Contract, other than any material breach resulting from disability due to injury, illness or other incapacity (physical or mental). In the event the Board intends to terminate this Amended Contract for cause prior to its end date noted in

paragraph 1.1 above (as such date may be amended by any future agreement of the parties), the Superintendent shall be entitled to written notice of the cause(s) for termination and a hearing before the Board of Education. The Superintendent has the right, at her expense, to be represented at the hearing by a representative of the Superintendent's choice, and a right to a written decision describing the results of the hearing. The Board also shall have the right to be represented at the hearing by a representative of its choice. Witnesses may be presented by either party. The hearing shall be conducted in executive session. These provisions do not constitute a waiver of any rights that the Board or the Superintendent may have to enforce this Amended Contract in the courts under contract or any other applicable law.

7.4 Unilateral Termination of Amended Contract Without Cause. The Board, by not less than a super majority vote of 5-2, may terminate the Amended Contract unilaterally, without cause, and in such event, the Superintendent hereby agrees to accept as severance pay a monetary amount equivalent to the remaining salary due under Section 3.1 for the remainder of Term. The Superintendent further agrees that said severance payment shall be in full release of any and all claims, rights, causes of action, proceedings, or privileges she might have pursuant to this contract or any federal or state constitutional, statutory, or administrative provision. The Superintendent also may terminate the Amended Contract unilaterally by giving sixty (60) days prior written notice to the Board. In such event, upon expiration of the sixty (60) days, both the District and the Superintendent shall be discharged from any further obligations or responsibilities under the Amended Contract.

VIII. MISCELLANEOUS

8.1 Superintendent's Status under Arkansas Education Law. Superintendent shall not be considered a certified teacher, classified employee, or any other type of school district employee under Arkansas law and Superintendent waives any and all rights accorded to employees of School District under the statutes related to employees of school districts under Arkansas law.

8.2 Controlling Law. This Amended Contract shall be governed by the laws of the State of Arkansas and shall be performable in Benton County, Arkansas, unless otherwise provided by law.

8.3 Complete Agreement. This Amended Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

8.4 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Amended Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Amended Contract shall take precedence over the contrary provisions of any Board policies,

procedures and practices, or any such permissive law during the term of the Amended Contract.

8.5 **Savings Clause.** In the event any one or more of the provisions contained in this Amended Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Amended Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal or written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Amended Contract, and this Amended Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Amended Contract.

8.6 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when either personally delivered or when deposited in the United States mail, postage prepaid, certified mail, return receipt required, if to the District, to President of the Board of Education, Bentonville School District, 500 NW Tiger, Bentonville, AR 72712, and if to the Superintendent, to her current address as listed in her personnel file.

8.7 **Hold Harmless, Indemnity.** The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or in her official capacity as agent and employee of the District for acts of errors and omissions arising within the scope of her employment, provided that the incident in question arose while the Superintendent was acting within the scope of the Superintendent's employment with the District in accordance with the Board's policies and excluding any criminal charges. If, in the good faith opinion of the Superintendent, conflicts exist regarding the defense of such claim between the legal position of the Superintendent and that of the District, the Superintendent may engage legal counsel, in which event the District shall indemnify the Superintendent for all costs of legal defense including, but not limited to, reasonable attorneys' fees, expenses, and court costs, provided, however, the District shall not be required to pay any cost of legal proceedings in the event the District and Superintendent have adverse interest in such proceedings.

8.8 **"Board" and "Board of Education."** The term "Board" or "Board of Education" shall mean that group of individuals duly elected in accordance with state and federal law acting collectively at a duly and properly called meeting of the Board of Education of the School District at which a quorum is present.

ATTEST:

By: _____
President, Board of Education

By: _____
Witness

By: _____
Superintendent of Schools

Dated: 10/27/22