

**CONTRACT FOR THE SUPERINTENDENT OF
CABOT PUBLIC SCHOOLS
July 1, 2023 - June 30, 2026**

This Contract is made or entered into on this 14th day of March, 2023, by and between the Cabot Public Schools Board of Education, hereinafter referred to as the “Board,” on behalf of Cabot Public Schools, hereinafter referred to as the “District,” and Dr. W. Tony Thurman, hereinafter referred to as “Superintendent,” and for mutual promises and consideration hereinafter set forth, the parties agree as follows:

I. TERM

1.1 The District does hereby employ the Superintendent and the Superintendent does hereby continue employment as Superintendent of Cabot Public Schools for the terms of this Contract to become effective on July 1, 2023, and ending on June 30, 2026, unless terminated hereinafter set forth.

1.2 This Contract will automatically renew for an additional one-year period on the 30th day of June of each year of the primary or extended term, unless the District chooses through the Board by a majority vote to not extend the Contract.

1.3 The Board has not adopted any policy, rule, regulation, or law providing for tenure. There is no right of tenure created by this Contract.

II. EMPLOYMENT

2.1 The Superintendent is to serve as the chief executive officer and educational leader of the District. The Superintendent shall have those duties and responsibilities and obligations as set forth by state and federal law, regulations of the Arkansas State Board of Education, and the policies of the Board that exist at the time of the execution of this agreement and as may be hereinafter amended, changed, or modified by any of the above-mentioned agencies.

2.2 The Superintendent cannot be reassigned from the position of the Superintendent to another position without the Superintendent’s expressed written consent.

2.3 The Superintendent shall at all times during the term of this 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.

2.4 The Superintendent acknowledges and agrees that the obligations and duties set forth in this Contract are his primary duties and responsibilities. However, the Superintendent has the right to undertake consultation work, speaking engagements, writing, teaching a college

or university course, lecturing or other professional duties and obligations. Provided, however, that this other work shall not interfere in a material and substantial manner with the Superintendent's obligations set forth above. If the Superintendent is receiving compensation by an outside source for the work performed, he must take appropriate leave from the District if he is performing that work during normal school business hours.

III. COMPENSATION

3.1 The Superintendent will be paid an annual salary of \$258,867.00 per year, to be paid in equal monthly installments consistent with Board policy, effective July 1, 2023. At any time during the terms of this Contract, the Board may, in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in this section 3.1.

3.2 The District shall pay or reimburse all reasonable expenses incurred by the Superintendent for school-related business or school trips.

3.3 In lieu of a District-provided vehicle, the District shall provide the Superintendent with a vehicle allowance in the sum of \$1,000.00 per month for all travel for District business purposes within the District. This vehicle allowance shall be paid in addition to the annual salary stated in Section 3.1 of this Contract.

3.4 The District shall reimburse the Superintendent for vehicle expenses up to the sum of \$6,000.00 per year for basic vehicle expenses and maintenance, which includes but is not limited to insurance premiums, gasoline, and vehicle upkeep and/or maintenance charges. This vehicle expense allowance shall be reimbursed and paid in addition to the annual salary stated in Section 3.1 of this Contract.

3.5 Unless expressly addressed herein, the District shall provide all benefits that are provided to other 240 day contracted certified personnel to the Superintendent, including but not limited to, sick leave, personal leave, and bereavement leave.

3.6 The Superintendent agrees to continuously reside within the Cabot Public Schools boundaries as a term and condition of his employment by the Board.

3.7 The District shall contribute to the ATRS Arkansas Teacher Retirement System on behalf of the Superintendent as required by law. To the extent Board policy provides an insurance benefit to a class of employees of which the Superintendent is a member, this Contract is intended to include that benefit as a part hereof unless this Contract provides for a greater benefit in which case the Contract and its more specific provisions shall control.

3.8 The Superintendent will be given twenty (20) days of vacation annually in addition to the normal scheduled school holidays provided to other administrative twelve-month

employees. The Superintendent agrees that the days will be taken at such a time that will least interfere with the duties set forth in this Contract.

3.9 The Superintendent will be reimbursed on or before June 30th of each year for up to fifteen (15) vacation days and up to twenty (20) sick days not used within the school year. Both unused vacation and sick days will be reimbursed to the Superintendent at his current daily rate of pay at the end of a fiscal year on or before June 30th. If the Contract is terminated by a means other than for cause, the Superintendent will be paid for all unused sick or vacation days at his current daily rate.

3.10 The Superintendent shall devote his 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 District shall pay all professional dues incurred by the Superintendent, as well as dues for civic clubs and area chambers of commerce.

IV. EVALUATION

4.1 At a regularly scheduled Board meeting in which this contract is in force, the Board and the Superintendent shall meet in Executive Session for the purpose of reviewing the performance of the Superintendent.

4.2 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.

4.3 The evaluation format, form, and procedure shall be in accordance with the Board's policies or procedures and state and federal law. The Board shall require the Superintendent to provide a self-evaluation and report regarding the Superintendent's performance as part of the evaluation process.

V. TERMINATION OF CONTRACT

5.1 The District may terminate the contract at any time for cause. "Cause" for termination includes, but is not limited to, incompetent performance, conduct which materially interferes with the continued performance of the Superintendent's duties, repeated or material neglect of duty, or other just and reasonable cause. In the event of termination for cause, the District will notify the Superintendent in writing of the specific reasons for termination. The Superintendent shall be entitled to a due process hearing before the Board. The Superintendent has the right 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 shall also have the right to be represented at the hearing by a representative of its choice. Witnesses may be called by either party. The termination will be effective immediately upon the presentation of the

written decision to the Superintendent, and payment of all compensation and other benefits will immediately cease. These provisions do not constitute a waiver of any rights that the Board or the Superintendent may have to enforce this Contract in the courts under contract or other applicable law.

5.2 A termination of the Contract by the District for any other cause not encompassed above will be accomplished by written notice of the termination from the District to the Superintendent. Such notice of termination may be effective upon a stated date. The Superintendent will be excused from reporting to work and performing any duties for the District after the effective date of termination. In the event of such termination, the District will continue to pay the Superintendent's salary for one year after the date of termination, or for the amount of time remaining on this Contract, whichever is shorter. Any compensation or payment of benefits in addition to the Superintendent's salary will cease after the effective date of the termination of Superintendent's employment.

5.3 If the Superintendent wishes to terminate the Contract before its expiration, he must provide the Board President with written notice of his intent to terminate the contract at least nine (9) months prior to his last day of employment. The Board may decide to allow this period to be shortened upon good cause shown. During the nine (9)-month notice period, the Superintendent will continue to faithfully report to work and fully perform his duties, unless expressly excused from doing so in writing by the Board. In the event of termination of the Contract by the Superintendent, the District will not continue to compensate the Superintendent after the effective date of the termination.

5.4 In the event that the Superintendent is unable to report to his job site and fulfill the duties of Superintendent for a period in excess of twelve (12) work weeks due to personal illness, disability, incapacity, or other cause of unfitness to perform job responsibilities or presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated, regardless of whether or not any available sick leave or other paid leave has been exhausted, the Board may, by majority vote, deem the inability of the Superintendent to satisfactorily return to his contracted duties with or without a reasonable accommodation in accordance with federal and state law, to be a material breach of this Contract and to terminate the Contract upon tender of ninety (90) days' pay. The Superintendent shall be entitled to a hearing before the Board if he so requests. The Board's decision and determination as to the disability of the Superintendent shall be final.

VI. MISCELLANEOUS

6.1 This Contract shall be governed by the laws of the State of Arkansas.

6.2 This Contract embodies the entire agreement between the parties hereto. Except as may otherwise be provided, no subsequent alteration, amendment, change, or addition to this

Contract shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them. The Board retains the right to repeal, change, or modify any policies which it has adopted or may hereafter adopt, subject however to restrictions contained in the state statutes and other applicable law. To the extent the Board amends a policy or adopts a new policy which the Superintendent believes affects this Contract, the Superintendent shall provide written notice to the Board President. Upon notice, such policy or amendment shall not alter this Contract, but shall be part of the negotiations for any future contracts between the District and the Superintendent.

6.3 In the event of any conflict between the terms, conditions, and provisions of this Contract, the provisions of the Board's policies, procedures, and practices, or any applicable state or federal law, then unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of any Board policies, procedures, and practices, or any applicable state or federal law during the term of the Contract.

6.4 The failure of either party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Contract 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.

6.5 In the event any one or more of the provisions contained in this 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 Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.6 Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to either party.

6.7 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 or in his official capacity as agent and employee of the District for acts or errors and omissions arising within the scope of his employment, which indemnity shall include costs and attorney fees. This provision is provided only if the matter 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. Additionally, this provision is provided that such liability coverage is within the authority of the Board to provide under state law, except in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, or any legal proceedings. The District's obligations pursuant to this paragraph may be met by the purchase of a policy of liability insurance which includes coverage for the Superintendent.


6.8 This Contract shall be binding upon and inure to the benefit of the Superintendent, his successor, assigns, heirs, executors, and personal representative and shall be binding upon and inure to the benefit of the Board, its successors, and assigns.

6.9 Agreement to this Contract was made after both parties have had the opportunity to seek the advice of counsel.


In witness whereof, the parties have caused this Contract to be executed in their respective names and in the case of the Board, its President, its Vice President, and Secretary, on the day and year written above.

CABOT PUBLIC SCHOOLS

SUPERINTENDENT

By: 
Board President

By: 
Dr. W. Tony Thurman

By: 
Board Vice President

By: 
Board Secretary