



## SUPERINTENDENT'S CONTRACT

This Superintendent's Contract ("Contract") is entered into this \_\_\_ day of ~~April~~May, 2025, by and between the Board of Education of the Fort Smith Public School District (the "Board") and Martin Mahan ("Superintendent") and supersedes the Superintendent's Contract executed on or April 15, 2025.

### WITNESSETH

WHEREAS, the Board desires to hire the Superintendent, and the Superintendent desires to accept employment as the Superintendent of Schools for Fort Smith Public Schools (the "District") for a period of July 1, 2025 through June 30, 2028.

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

### I. TERM

- 1.1 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, 2025 and ending on June 30, 2028. A "contract year" is July 1<sup>st</sup> to June 30<sup>th</sup>. The Contract shall continue for rolling three (3) year terms by being automatically extended for successive periods of one (1) year each July 1 unless prior to such July 1 the Board provides written notice to the Superintendent that the Contract will not be so extended, in which case, the Contract will be extended only on such terms as the parties thereafter agree to in writing. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract 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. Selection and hiring of personnel of the District other than the Superintendent, subject to the Board's approval.
- 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. Entering into contracts on the District's behalf.
- H. Preparing recommendations for policies to be adopted by the Board and overseeing the implementation of adopted policies.
- I. Developing or causing to be developed appropriate administrative regulations to implement policies established by the Board.
- J. 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 Fort Smith School Board.
- K. Organizing the District's central administration.
- L. Performing any other duties assigned by action of the Board.
- M. Submitting a summary of these activities to the Board annually.
- N. 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 his 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 Contract and/or the Superintendent's salary and benefits as set forth in this 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 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 himself with due regard for public conventions and morals and refrain from any act that: (1) tends to degrade his reputation or bring him, 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.
- 2.7 Residence.** Superintendent shall reside within the boundaries of the District, beginning not later than June 30, 2026.

### III. COMPENSATION

- 3.1 Salary.** The District shall provide the Superintendent with an annual salary in the sum of \$225,000.00. 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.
- 3.2 Salary Adjustments.** In any year in which the Superintendent receives a composite performance review score greater than 3.0 on a 5.0 scale, as measured by the Superintendent's Performance Goals, the Board may, but is not required to, increase the Superintendent's annual compensation or pay an annual bonus or both. In no event shall the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual agreement of the two parties. Any adjustments to salary shall be in the form of a written addendum to this Contract or a new contract.
- 3.3 ~~401403(kb)~~ and 457(b) Retirement Contributions.** During the term of this Contract, to the extent Superintendent is still employed by the District, the District will pay to



Superintendent an amount equal to ~~one-half~~one half (1/2) of the amount Superintendent contributes to his ~~existing 401(k) plan~~403(k) plan and 457(b) plans up to the ~~then-existing~~ allowable maximum ~~contribution~~contributions.

### 3.4 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 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. The District shall provide a vehicle allowance ~~for the business and personal use of the Superintendent~~ in the amount of \$1,000 per month, ~~and, The Superintendent shall assume all expenses related to this~~ the use of ~~this~~ a vehicle, including insurance, fuel, maintenance, etc. ~~The~~ Except for mileage reimbursement, the District will also permit the Superintendent to submit receipts for reimbursement for approved travel to conferences and meetings, in accordance with District Policy. The Superintendent will provide and comply with all Internal Revenue Service reporting requirements ~~to enable appropriate reporting of taxable income related to the personal use of the vehicle.~~

**3.5 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.

**3.6 Vacation (non-contract days ("NCD")), Holiday Personal and Sick Leave Benefits.** The Superintendent may take, at the Superintendent's choice, up to twenty (20) 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 Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 240-day contracts. The Superintendent is hereby granted the same sick leave benefits as authorized by Board policies for administrative employees on 240-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. 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~~[Financial Services](#) 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~~[Financial Services](#) at least quarterly, with a copy being provided to the President of the School Board.

**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, his 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 four (4) Civic Clubs shall be paid by the District.

#### 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 1<sup>st</sup> 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 this 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 Targets.** On or before July 1<sup>st</sup> each fiscal year, the Board and Superintendent shall meet and agree upon performance targets as required by Ark. Code. Ann. §6-17-123. The targets will be attached to this Contract and incorporated by reference. Failure of one or more schools in the District to meet a performance target shall not constitute a material breach of this Contract as the Board recognizes that achievement of the targets depends on many factors, including factors beyond the Superintendent's control.
- 5.4 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.
- 5.5 Extension of this Agreement.** Prior to July 1, 2026 and every July 1<sup>st</sup> thereafter, the Board shall consider, in executive session, whether this Contract shall be extended for an additional year or years and shall notify the Superintendent, in writing, of such action.

## **VI. RENEWAL OR NONRENEWAL OF THE CONTRACT**

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

## **VII. TERMINATION OF CONTRACT**

- 7.1 Termination.** This Contract may be terminated by:
- A.** Mutual Agreement
  - B.** Retirement
  - C.** Death
  - D.** Disability
  - E.** Cause
  - F.** Unilateral Termination of Contract





- 7.2 Disability Procedure.** Should the Superintendent be unable to perform any or all of the duties of his 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 his duties, his 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 his duties and obligations under this 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 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 his 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 Contract in the courts under contract or any other applicable law.
- 7.4 Unilateral Termination of Contract.** The Board, by not less than a super majority vote of 5-2, may terminate the Contract unilaterally, and in such event, the Superintendent hereby agrees to accept as severance pay a monetary amount equivalent to six (6) months. 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 he might have pursuant to this Contract or any federal or state constitutional, statutory, or administrative provision. The Superintendent also may terminate the Contract unilaterally by giving ninety (90) days prior written notice to the Board. In such event, upon expiration of the ninety (90) days, both the District and the Superintendent shall be discharged from any further obligations or responsibilities under the 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 Contract shall be governed by the laws of the State of Arkansas and shall be performable in Sebastian County, Arkansas, unless otherwise provided by law.
- 8.3 Complete Agreement.** This 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 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 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 Contract.
- 8.5 Savings Clause.** 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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this 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, Fort Smith School District, 3205 Jenny Lind Road, Fort Smith, AR 72902-8108, and if to the Superintendent, to his current address as listed in his 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 his official capacity as agent and employee of the District for acts of errors and omissions arising within the scope of his 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 proven willful misconduct. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



ATTEST:

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Secretary, Board of Education

By: \_\_\_\_\_  
Superintendent of Schools

Dated: \_\_\_\_\_



## ADDENDUM

### PERFORMANCE GOALS FOR 2025/2026 SCHOOL YEAR

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### SUPERINTENDENT PERFORMANCE TARGETS 2025/2026

#### Legislative Requirements:

Written performance targets for the public schools at both the school level and District level that include the following:

- Student achievement for District;
- Student achievement for schools within the district that have received any letter grade of “C,” “D,” or “F;”
- Graduation rates for the entire district; and
- Graduation rates for individual schools with grade designation of “C” or below.

#### 2025/2026 Targets:

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