Arkansas Correctional School District

Superintendent's Contract

2026-2029

The Board of Directors of the Arkansas Correctional School District (hereinafter "Board") and Tracy Dowell (hereinafter "Superintendent") agree:

1. **Employment:** The Board agrees to employ the Superintendent of the Arkansas Correctional School District for the period of July 1, 2026 through June 30, 2029, on a 250 day Agreement, who shall serve as the school 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 8. The Superintendent agrees to accept the employment and faithfully discharge the duties incident to it.

2. **Compensation:** The salary to be paid to the Superintendent, effective July1, 2026 shall be according to the most recently adopted salary schedule, currently at an annual rate of $162,000 payable in 12 monthly installments.

3. **Duties:** The Superintendent shall serve as the chief executive officer of the School District and shall have the powers necessary to perform this duty. All district staff are subject to the direction of the Superintendent and shall be recommended for hire, rehire, or termination by the Superintendent. The Superintendent shall tender an official transcript of all post-secondary course work, a copy of his or her teaching license, proof of age and any other documents necessary to comply with state or federal law. The Superintendent shall maintain his or her license in good standing. Any disciplinary suspension of the Superintendent's license by the Professional Licensing Standards Board shall constitute a material breach of this Agreement.

4. **Fitness for Duty:** The Superintendent represents that he or she is fully qualified to serve as Superintendent and is fit and able to perform all physical and intellectual duties of the office.

5. **Benefits:** Vacation, Sick leave and Travel Expenses: The Superintendent shall have the same fringe benefits as other contracted full year employees, including vacation and personal days, and shall follow all personnel policies concerning these benefits. The Superintendent may transfer in sick leave days from another Arkansas school district as provided by law.

Unrestricted business use of a vehicle, plus additional travel expenses: The Board shall provide a vehicle for the business use of the Superintendent, and shall assume all expenses related to this use of this vehicle, including insurance, fuel, maintenance, etc.

6. **Evaluation:** The Board shall evaluate the Superintendent at least annually, using the last adopted evaluation instrument for the Superintendent, or the evaluation instrument required by law, if one exists. If individual evaluations are completed by board members, each individual evaluation as well as any composite evaluation will be shared with the Superintendent and retained in the Superintendent's personnel file. 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.

7. **Performance Targets:** The parties shall memorialize performance targets based on the achievement of mutually agreed goals. Failure of the 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. Per Ark Code Ann. § 6-17-123, the Superintendent Contract shall contain:

    - District Level Student Achievement – Arkansas Correctional School District does not receive a Report Card, however the Board and Superintendent set the district's performance target to increase CTE completions and/or Industry-Recognized certifications by 2% for the 2026-2027 school year.
    - District Level Graduation Rate – Arkansas Correctional School District does not receive a Report Card, however the Board and Superintendent set the FY26 district GED completion performance target at 200% of the monthly average (July-June) of the number of students identified as Literacy III -GED Preparation on the monthly report.

8. **Termination:** In the event that a majority of the Board vote to initiate termination proceedings against the Superintendent for material breach of this Agreement, or other just cause, notice to the Superintendent shall be provided, and the Superintendent shall be provided an opportunity to a hearing before the Board. The decision of the Board shall be final. In the event of termination, the salary and benefits of the Superintendent shall terminate immediately.

9. **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 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.

10. **Severability:** In case any provision of the 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.

11. **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 thereof.

12. **Indemnification; Legal Representation.** The District shall indemnify and hold the Superintendent harmless from any and all claims, actions, suits and proceedings at law or equity brought against the 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.

13. **Governing Law:** This Agreement shall be governed by the laws of the State of Arkansas.

14. **IN WITNESS WHEREOF**, the parties have executed this agreement on May 27, 2026, to become effective July 1, 2026.

ARKANSAS CORRECTIONAL SCHOOL DISTRICT

BY: _____
President of Board

_____
Superintendent

BY: _____
Secretary of Board