

**LAWRENCE COUNTY BOARD OF EDUCATION
LOUISA, KENTUCKY**

CONTRACT EMPLOYING SUPERINTENDENT

This Agreement, made and entered into, effective January 22, 2013, by and between THE BOARD OF EDUCATION OF LAWRENCE COUNTY, KENTUCKY (hereinafter referred to as the "BOARD"), and MICHAEL A. ARMSTRONG (herein referred to as the "SUPERINTENDENT"), and authorized by action at the lawful meeting of the Board held on the 22nd day of January, 2013.

The Board and Superintendent, for the consideration hereinafter specified, agree as follows:

- I. **TERM OF EMPLOYMENT:** Superintendent is hereby employed for a term commencing on the 1st day of July, 2013 and ending on June 30, 2017 as Superintendent of the Lawrence County Schools.

- II. **DUTIES:** The duties and responsibilities of the Superintendent shall be all of those duties incident to the Office of Superintendent imposed by the laws and regulations of the Commonwealth of Kentucky and in keeping with the policies of the Board, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board.

- III. **OUTSIDE ACTIVITIES:** Superintendent shall devote his time, attention and energy to the business of the Lawrence County Schools.

The Superintendent and Board recognize the advisability and on occasion the necessity of the Superintendent to attend seminars, courses or programs conducted or sponsored at the local, state or national levels. The Board shall permit a reasonable amount of time for the Superintendent to attend such meetings and agree to pay the necessary fees, travel and subsistence expenses as it may approve or as may be provided for in local Board policy. The attendance herein provided for shall be limited to seminars, courses or other programs that will benefit the Lawrence County School System and the Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money to be provided to the Superintendent to defray reasonable and necessary travel and subsistence expenses.

Should the Superintendent attend any function, meeting, seminar or program where his attendance is paid for by a third party or for which he is compensated as a lecturer or consultant, the time spent away from the school system while attending such function shall not be considered as part of his 240 required working days and the Board shall not be required to pay the Superintendent's expenses incurred as result of such attendance.

COMPENSATION: The salary of the Superintendent shall be ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) per school year. The salary shall be paid in bi-monthly installments on the same dates that administrators who work 12 months are paid. In the event all other certified employees of the Board, as a group, are granted an annual increase or increases in salary during the term of this agreement, the Superintendent shall also receive an increase in his annual salary equal in percentage to that given by the Board to all of its other certified employees.

In addition, the Board, based upon Revaluation of the Superintendent, may increase the salary of the Superintendent during the term of this Agreement. Any such salary increase shall be in the form of an amendment to this Agreement, but shall not serve to extend the term hereof. Any potential increase in the Superintendent's salary other than the potential annual increase in salary equal to that given to all certified employees of the Board as set out in the immediately preceding paragraph, shall be at the sole discretion of the Board and this paragraph which provides for potential salary increases based upon the Superintendent's evaluation shall not be construed as an expectation by the Superintendent that any such increase will occur. The Board shall, on an annual basis, conduct an evaluation of the Superintendent and devote a portion of least one meeting annually to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board.

EVALUATION: The Board shall, on an annually basis, conduct an evaluation of the Superintendent and devote apportion of at least one meeting annually to an evaluation of the Superintendent's performance and to a discussion of the working relationship between the Superintendent and the Board.

WORKING DAYS AND BENEFITS:

- a. **Working Days.** It is understood and agreed that each school year during the term of this Agreement shall begin on July 1st and extend through June 30th and shall consist of 240 working days.
- b. **Non-Contract Days.** The Superintendent's vacation shall be taken during non-contract days and such days not taken during the school year shall not accumulate and will not be carried forward beyond the last day of the school year.
- c. **Leaves.** The Superintendent shall accrue all leave days as authorized by Board policy for certified employees.
- d. **Health Insurance.** The Board shall pay the premiums for Superintendent's , single coverage plan health insurance - Optimum PPO or similar coverage.

- e. Expenses. The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred in the continuing performance by the Superintendent of his duties under this Agreement.
- f. Professional and Civic Dues. The Board recognizes the mutual benefits derived by reason of the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for the Superintendent for membership in the American Association of School Administrators, the Kentucky Association of School Superintendents, the Kentucky Association of School Administrators, the Kentucky Education Association, and one civic club of the Superintendent's choice.
- g. Motor Vehicle. The Board shall provide a motor vehicle - the make and model of its choosing - for the exclusive business use of the Superintendent.
- h. Automobile expenses. The Superintendent shall be reimbursed for mileage as specified in Board policy when using his personal vehicle on the business of the school district.
- i. Retirement benefits. The Superintendent shall have the same retirement benefits as provided to certified employees under the Kentucky Teachers Retirement System and as contained in Board policy.
- j. Computer Equipment and Cellular Telephone. The Board shall reimburse the Superintendent the reasonable cost of computer equipment, cellular telephone or smart phone, internet services and other necessary communication services which will permit the Superintendent to perform the duties of his office while at home or traveling.
- k. Term Life Insurance. The Board shall pay the premiums for a term life insurance policy for the Superintendent in the amount of \$500,000.00, the policy to be owned by the Superintendent who shall have the right to designate such beneficiary or beneficiaries as he may choose.
- 1. Doctoral Program. The Board shall reimburse the Superintendent for tuition costs previously incurred and to be incurred in the future by him for credit hours towards his educational doctorate degree, such payments not to exceed a total of Twenty Thousand One Hundred Sixty Dollars (\$20,160.00). Reimbursement for past and future tuition shall be made to the Superintendent upon presentation by him to the District Finance Officer of evidence that he has made the requisite tuition payment to Morehead State University.

BOARD POLICY: The Superintendent's duties and obligations are governed by Board policy unless otherwise specifically modified herein. All employment benefits provided to the Superintendent are as specifically

enumerated in this Agreement and shall supersede any general policy applicable to other employees of the Board.

VII **TERMINATION OF EMPLOYMENT AGREEMENT:** This Agreement may be terminated as specified in the Board's policy and shall also be subject to termination as follows:

- a. By expiration of the term of this Agreement;
- b. Mutual agreement of the parties in writing; or
- c. Disability which prevents the Superintendent from performing the essential duties of his office;
- d. Discharge for cause.

VIII **NOTICE:**

Any notice or communication permitted or required under the terms of this Agreement shall be in writing and shall become effective on the day of mailing thereof by registered or certified mail, postage prepaid and addressed:

If to the Board, addressed to:

Chairperson Board of
Education Lawrence County
Schools 50 Bulldog Lane
Louisa, Ky 41230

or current address of the Board of Education.

If to Superintendent, addressed to:

Mr. Michael A. Armstrong
1040 Rose Lane Louisa, Ky
41230

IX **SAVINGS CLAUSE.** If, during the term of this Agreement, it is found that a specific clause hereof is illegal or otherwise unenforceable, the remainder of the Agreement not affected thereby shall remain in full force and effect.

X **MISCELLANEOUS.** This Agreement, which shall be executed in duplicate originals, contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, understandings and communications between the parties concerning the subject

matter hereof, whether oral or written and shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Board and Superintendent have caused this Agreement to be executed in their respective names and in the case of the Board, by its chairman, this 22nd day of January, 2013.


MICHAEL A. ARMS ~~TRONG~~,
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY

COUNTY OF LAWRENCE, SCT.

The foregoing Instrument was duly acknowledged before me by Michael A. Armstrong, Superintendent, this 22nd day of January, 2013.

My Commission expires: TIPpflX^ S^OWp .

Notary Public °

LAWRENCE COUNTY BOARD OF
EDUCATION

JA&tfS M. SEE, CHAIRMAN

COMMONWEALTH OF KENTUCKY

COUNTY OF LAWRENCE, SCT.

The foregoing Instrument was duly acknowledged before me by James See, Chairman, Lawrence County Board of Education, this 22nd day of January, 2013.

My Commission expires: |}OOfijCJ^ Zj <7i0)(p


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