

Superintendent's Contract
Armored School District
July 1, 2023, to June 30, 2025

The Board of Directors of the Armored School District (hereinafter "Board") and Tiffany Morgan (hereinafter "Superintendent") agree:

1. Employment: The Board agrees to employ the Superintendent of the Armored School District for the period of July 1, 2023, through June 30, 2025, on a 240- day annual 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. 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 July 1, 2023, shall be at an annual rate of ninety-six thousand two hundred eighty-seven dollars & 49 cents (\$96,287.49), payable in twelve (12) equal 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 shall be subject to the direction of the Superintendent. The Superintendent shall tender an official transcript of all post-secondary course work, a copy of her teaching license, proof of age and any other documents necessary to comply with state or federal law. The Superintendent shall maintain 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 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 two (2) weeks' vacation in addition to the sick leave afforded other contracted full-year employees and shall follow all personnel policies concerning those benefits. The Board shall reimburse the Superintendent for business-related use of the Superintendent's own vehicle by paying the superintendent the sum of \$600 per month for each month of this contract with 12 months to be paid in May of 2023 and the remaining 12 months to be paid in May of 2024. The Board will also permit the Superintendent to submit receipts for reimbursement for approved travel-related expenses to conferences and meetings, in accordance with district policy.

6. Professional Development: The district will pay the dues for the Superintendent to be a member of state/national organizations to enable the Superintendent to obtain high quality professional development and to further the interest of the school district. The district will assume the reasonable and customary expenses for registration for the annual meetings and conferences of these groups, and to attend the Legislature, including any out of district or overnight travel and related necessary expenses for the Superintendent.

7. 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 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.

8. Termination: While the parties to this Agreement agree that the Teacher Fair Dismissal Act is neither relevant nor controlling as it relates to the termination of a Superintendent, notice to the Superintendent shall be provided, and an opportunity to a hearing modeled after the hearing provisions in the Teacher Fair Dismissal Act shall be provided in the event of termination.

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, that provision shall be severable and stricken and 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 her capacity and arising out of her 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.

ARMOREL SCHOOL DISTRICT

BY: _____
Scott Jowers, President of Board Angela Finley, Board Secretary

Tiffany Morgan, Superintendent