SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BETWEEN
SUPERINTENDENT AND THE
BOARD OF EDUCATION

This Contract of Employment is made and entered into on this the 3rd day of January, 2011, by and between the Harrison County Board of Education ("Board") and Andy Dotson ("Superintendent").

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 1st day of July, 2011 and ending the 30th day of June 2015. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.350(4).

2. COMPENSATION

The Superintendent will be paid an annual base salary of $114,296.00 per year in accordance with the schedule of salary payments in effect for other certified employees. Also, the Superintendent shall receive an increase in his or her then current total salary (base salary, plus all accrued annual and experience based salary raises) equal in percentage to that received by all other certified employees on each and every July 1st for each and every year he or she is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his or her contract shall not be deemed either a new contract nor that the termination date of his or her contract, or any extension thereof, has been extended.

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise.

In any event, the Superintendent's then current salary may not be decreased.

3. OTHER BENEFITS

A. The Superintendent shall be entitled to any and all other legally permissible benefits, including health and dental insurance, applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board.

B. Professional Associations: The Board shall pay 100 percent of all reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his or her professional skills, as permitted by state law and as first approved by the Board.

C. Board Attorney: The Superintendent has the authority to utilize and direct the services of Board Attorney in the discharge of his or her duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.

D. Contract Extension: After the completion of the Superintendent's first year of this contract the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

E. Cellular Telephone/Paging Device: The Superintendent shall be provided a Board owned cellular telephone and paging device with Board contracted service to use in the execution of his or her duties.

L. Formal Acceptance: The Superintendent's signature is evidence of his or her formal acceptance of his or her appointment as Superintendent and his or her formal acceptance of the term of office.

4. EXPENSES

The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his or her duties as Superintendent.

5. SICK LEAVE

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

6. LEAVE FOR SUPERINTENDENT

Each school year from July 1 through June 30 will consist of 245 working days for the Superintendent. The Superintendent may observe as holidays those holidays which all other certified staff may observe. The Superintendent may take as leave, leave equal to that granted all other certified staff.

7. ANNUAL LEAVE

The Superintendent shall be provided 10 annual leave days beginning with the 2010-11 school year, to be used at the discretion of the Superintendent. The Superintendent may accumulate a maximum of 60 unused annual leave days. Upon retirement, the Superintendent shall be paid for any unused annual leave days up to a maximum of 60 days. KRS 161.540(1)

8. RETIREMENT BENEFITS

A. The Superintendent may elect to participate in and be a member of the Kentucky Teacher Retirement Systems (KTRS)

B. Beginning with the 2010-11 school year the Board shall reimburse by June 30th each year 100% of the Superintendent's KTRS contribution.

9. PROFESSIONAL LIABILITY

A. The Board 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 by any party in his or her individual capacity or in his or her official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his or her employment and excluding criminal litigation, to the extent liability coverage is within the authority of the Board to provide under state and federal law.

B. If a legal conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his preference in which event the Board shall be responsible for and indemnify the Superintendent for the costs of his or her legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by insurance and to the extent that such attorney's hourly rate does not exceed that paid to the Board's attorney.. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board.

10. EVALUATION

A. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of his or her contract and this evaluation and assessment shall be reasonably be related to his or her duties as Superintendent and the objectives of the Board. Each evaluation may be conducted with or without the Superintendent, in or out of executive session.

B. The evaluation form and procedures used each year shall be that form and those procedures that are adopted by the Board and which are approved by the Kentucky Department of Education and any such amended forms and procedures are hereby adopted and incorporated by reference as though stated in full.

11. TERMINATION OF EMPLOYMENT CONTRACT:

The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

A. Mutual agreement of the parties.

B. Retirement of the Superintendent.

C. Resignation of the Superintendent.

D. Disability or death of the Superintendent.

E. Discharge for legal cause under the rules, regulations, procedures and/or laws of this Commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.

F. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost he incurs.

G. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

12. SAVINGS CLAUSE

If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

13. MISCELLANEOUS

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written.

This contract will be construed under the laws of the Commonwealth of Kentucky.

This contract may not be amended except as provided for by a public vote of the Board and then in writing as signed by both parties.

AGREED TO:

SUPERINTENDENT

ANDY DOTSON

BOARD OF EDUCATION 3/22/2011

Don R. Stephens MMD
Chairperson, Harrison County Board of Education

Attested: Debra A. Tucker
Assistant Board Secretary to the Board

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Edwin H. Fry
Mary Jane Brunker
Kristy K. Carey