MARION COUNTY SCHOOLS
LEBANON, KENTUCKY

CONTRACT EMPLOYING SUPERINTENDENT

This Contract is, made and entered into this 11th day of July, 2013, by and between the Board of Education Of Marion County (hereinafter the "Board"), 735 East Main Street, Lebanon, Kentucky 40033 and TAYLORA SCHLOSSER, 316 Harmony Lane, Springfield, Kentucky 40069 (hereinafter "Superintendent"), and authorized by action at a lawful meeting of the Board held on July 11, 2013.

WITNESSETH:

NOW, THEREFORE, the Board and Superintendent, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. TERM OF EMPLOYMENT

   Superintendent is hereby hired and retained for a term commencing with the approval and execution of this Contract, through June 30, 2017, as Superintendent of Marion County Schools.

2. DUTIES

   The Superintendent shall have charge of the administration of the schools under the direction of the Board. The Superintendent shall be chief executive officer of the Board; shall be responsible for implementation of Board policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the School District, and in general perform all duties that are by law incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study, recommendation, or appropriate action. The Superintendent shall attend all Board meetings and all Board committee meetings unless excused for just cause.

3. OUTSIDE ACTIVITIES

Superintendent shall devote herself exclusively to her duties.

The Superintendent and Board recognize the advisability, and on occasions the necessity, of the Superintendent to attend seminars, courses, or programs conducted or sponsored at the local, state, or national levels. It is understood and agreed that the district shall permit a reasonable amount of time for the Superintendent to attend such meetings, for the Board to pay for necessary fees and travel and subsistence expenses as may be approved by the Board or stipulated in the annual budget, or as may be set forth in local Board policy. This provision shall be limited to seminars, courses, or programs that would be for the benefit of the Marion County Schools. The Board shall have ultimate discretion in determining the Superintendent's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses. However, it is specifically understood that prior Board approval shall be required for out-of-state travel.

However, if the Superintendent elects to attend any function, meeting, seminar, or program wherein she is compensated as a lecturer, consultant, or for such attendance, the time involved with such functions shall not be considered as part of the Superintendent's required working days and the Board shall not pay the Superintendent's expenses involved with such functions.

4. COMPENSATION

The salary for serving as Superintendent shall be One-Hundred Twenty Thousand Dollars ($120,000.00) per school year. The salary shall be paid in equal and regular bi-monthly installments on the same dates as administrators who work twelve (12) months are paid.
The Board, based upon its evaluation of the Superintendent, may adjust the salary of the Superintendent during the term of this Contract, provided that in no event shall the Superintendent be paid less than the salary specified above. Any such adjustment of salary made during the term of this Contract shall be in the form of an amendment to this Contract. Any said adjustment shall become part of this Contract, but shall not be deemed that the Board and Superintendent have entered into a new Contract, nor shall it be deemed that the termination date of the existing Contract has been extended. Although the Superintendent's salary may be increased at the discretion of the Board, nevertheless, this provision shall not be construed as an expectation by the Superintendent that any such increase will occur. Although not to be deemed to be an adjustment of the salary creating an amendment to this Contract, and irrespective of any merit

based adjustment in the salary during the term of this Contract, the Superintendent shall receive an increase each year of this Contract no less than the average of step increases provided to other certified employees of the Marion County Schools. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this Contract. This evaluation and assessment shall be reasonably related to the position description of Superintendent and the goals and objectives of the School District for the period in question. The Superintendent shall submit to the Board a recommended format for this written evaluation and assessment. The Board shall meet and discuss the evaluation format with the Superintendent, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.

5. WORKING DAYS AND BENEFITS

A. It is understood and agreed that each school year, from July 1 through June 30 during the term of this Contract, shall consist of 240 working days. Board approval shall be required before the Superintendent may elect to be away from the job for five (5) or more days consecutively. Days not worked by the Superintendent shall be noted in the minutes of the next regularly-scheduled Board meeting after said days are taken.

B. The Superintendent shall devote her time, attention, and energy to the business of the School District. However, she may serve as a consultant to other districts or education agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of a short-term duration at her discretion, so long as such activities do not interfere with her duties as Superintendent of the Marion County Schools. However, such consultancy and related activities for all or any part of a day shall not constitute part of the Superintendent's required working days, and the Board shall not pay any expenses involved with these activities.

The Superintendent shall be entitled to all the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Marion County Schools, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave, a personal health insurance plan, dental insurance plan, retirement pension plan, State life insurance plan, and other administrative employee benefits.

C. The Board recognizes the mutual benefits derived by the Superintendent and the Board of the Superintendent's membership in certain professional and civic organizations. The Board agrees to pay dues for up to four professional organizations, including the Kentucky Association of School Superintendents (KASS) and the Kentucky Association of School Administrators (KASA). The Board shall also pay dues for one Marion County civic organization of the Superintendent's choice.

D. The Board shall pay or reimburse the Superintendent for reasonable expenses incurred in the performance of the duties of the Superintendent, including professional travel in an amount not to exceed the amount actually incurred consistent with Board policy. The Superintendent shall be provided a Board-owned vehicle for business use within the state. If it is necessary for the Superintendent to use his personal automobile in connection with his duties, the Board shall reimburse the Superintendent for such use at the rate adopted by the Board for travel reimbursement of employees.

E. The Superintendent shall be provided a Board-owned and maintained cellular telephone or like kind of telecommunications device with Board contracted service to use in the execution of her duties. The Board will further provide, at its expense, a data package for use with the cellular phone provided and for use with a portable electronic device (Ipad/netbook). Alternatively, at Superintendent's election, the Board shall reimburse Superintendent for the cost of her cellular phone and data package. The Board deems the business value of a cellular telephone, data and full-time accessibility of the Superintendent to be one hundred twenty-five dollars ($125.00) per month and the Board and Superintendent agree that the monthly cost reimbursement in this regard will be in that amount.

F. The Superintendent shall be provided a Board-owned and maintained personal computer and software as may be necessary for use in the execution of her duties.

G. The Board shall reimburse the Superintendent for actual expenses incurred in moving her family, furniture, household goods, and related personal belongings from Washington County, Kentucky, not to exceed the sum of ONE-THOUSAND DOLLARS ($1,000.00).

6. PROFESSIONAL GROWTH OF SUPERINTENDENT

The Board encourages the continuing professional growth of the Superintendent through:

A. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

B. seminars and courses offered by public or private educational institutions; and

C. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the School District.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters and shall pay for the necessary fees for travel and subsistence expenses, as approved by the Board in the annual budget or otherwise by specific Board action.

7. PROFESSIONAL LIABILITY

The Board agrees the Superintendent shall be a covered insured, in her official and individual capacity, under any and all liability insurance policies or insurance trust programs in which the School District is a participant, as to any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the Board to provide under state and federal law.

8. NOTICE

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

If to the Board, addressed to:

Chairman, Board of Education
Marion County Schools
755 East Main Street
Lebanon, Kentucky 40033

If to the Superintendent, addressed to:

Taylora Schlosser, Superintendent
316 Harmony Lane
Springfield, Kentucky 40069

9. TERMINATION OF EMPLOYMENT CONTRACT

This Contract may be terminated as per the Board's policy and under state statutory law and pertinent case decisions, including the following:

a. By expiration of its term;
b. Mutual agreement of the parties consistent with KRS 161.780;
c. Discharge for cause pursuant to KRS 160.350.

10. RESIDENCY REQUIREMENTS

The Board deems it vital that its Superintendent become an active member of the Marion County community and that she maintain a local presence. Thus, Superintendent shall establish her primary residence in Marion County, Kentucky, with her family, not later than one year following the commencement of the term of this Contract and shall maintain her primary residence in Marion County during the term of this Contract.

11. SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.

12. MISCELLANEOUS

This Contract has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this agreement, the text shall control.

This Contract shall be executed in duplicate originals.

This Contract contains all of the terms agreed upon by the parties with respect to the subject matter of this Contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

In TESTIMONY THEREOF, the Board and Superintendent have caused this Contract to be executed in their respective names, and in the case of the Board, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF MARION COUNTY

By: Michael T. Mullins
MICHAEL MULLINS, CHAIRPERSON

ATTEST:
Pam Spalding
PAM SPALDING, SECRETARY

Taylora Schlosser
TAYLORA SCHLOSSER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF MARION

Subscribed and sworn to before me by Michael Mullins, Chairman, Marion County Board of Education, on this 11TH day of July, 2013.

My commission expires: June 17, 2016

Pamela M Spalding
NOTARY PUBLIC, KY STATE AT LARGE

COMMONWEALTH OF KENTUCKY
COUNTY OF MARION

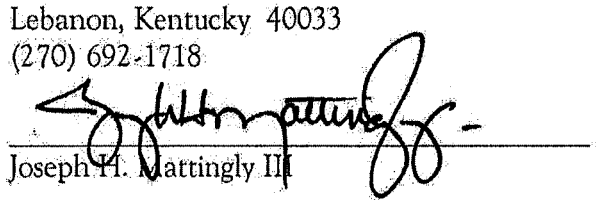
Subscribed and sworn to before me by Taylora Schlosser, Superintendent, on this 11th day of July, 2013.

My commission expires: June 17, 2016

Pamela M Spalding
NOTARY PUBLIC, KY STATE AT LARGE

Prepared By:

MATTINGLY & NALLY-MARTIN, PLLC
Attorneys At Law
104 West Main Street – P.O. Box 678
Lebanon, Kentucky 40033
(270) 692-1718



Joseph H. Mattingly III

ADDENDUM TO CONTRACT
EMPLOYING SUPERINTENDENT

This ADDENDUM TO CONTRACT EMPLOYING SUPERINTENDENT made and entered into this ____ day of June, 2015, by and between the Board of Education of Marion County ("BOARD") and Taylora Schlosser ("SUPERINTENDENT"), **WITNESSETH**:

WHEREAS, by CONTRACT entered into on the 11th day of July, 2013, Taylora Schlosser was appointed and employed as the Superintendent of the Marion County Schools for a period beginning July 11, 2013 and expiring on June 30, 2017; and

WHEREAS, the Board has reviewed the terms of the CONTRACT entered into as above referenced;

NOW, THEREFORE, in consideration of the foregoing premises, IT IS HEREBY COVENANTED, CONTRACTED AND AGREED in this ADDENDUM TO CONTRACT EMPLOYING SUPERINTENDENT to modify the CONTRACT as follows:

10. **RESIDENCY REQUIREMENTS**

This provision is deleted in its entirety.

All other provisions not addressed herein above of the CONTRACT entered into July 11, 2013, remain unchanged, but the increases in compensation in the past and as called for in the future during the term of the CONTRACT are acknowledged and are deemed to be incorporated herein by specific reference.

IN TESTIMONY WHEREOF, witness the hands of the BOARD and SUPERINTENDENT affixed hereto in duplicate originals the day, month, and year first herein written.

BOARD OF EDUCATION
MARION COUNTY

BY: _____
MICHAEL CECIL, CHAIRPERSON

ATTEST:

_____
SECRETARY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF MARION)

Subscribed and sworn to before me by Michael Cecil on this the 11th day of June, 2015.

My commission expires: Aug. 4, 2018.

Teresa M. Preston
NOTARY PUBLIC

TAYLORA SCHLOSSER
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF MARION)

Subscribed and sworn to before me by Taylora Schlosser on this the 11th day of June, 2015.

My commission expires: Aug. 4, 2018

Teresa M. Ruston
NOTARY PUBLIC