AMENDMENT TO SUPERINTENDENT'S CONTRACT BETWEEN ROBERT STORER AND THE WALTON-VERONA INDEPENDANTBOARD OF EDUCATION

WHEREAS, the Parties to this Amendment have previously entered into a Contract of Employment dated May 18th, 2012; and

WHEREAS, the Parties to said Contract desire to amend the same;

NOW, THEREFORE, it is agreed by and between the parties as follows:

The salary paid to the SUPERINTENDENT shall continue to be the daily wage threshold as annually established by the Kentucky Teachers Retirement System. Accordingly, for the 2013-2014 school year the Superintendent's salary will be $402.00 per diem or $96,480.00 per school year.

Effective immediately, Article 5 (f) of the original contract shall be deleted such that the Superintendent is no longer provided a board-owned vehicle and a board-owned cell phone.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 27th day of June, 2013.

Robert Storer

ROBERT STORER, SUPERINTENDENT

Tina C Crase

TINA C. CRASE, BOARD CHAIRPERSON

WALTON-VERONA INDEPENDENT SCHOOL DISTRICT

Walton, Kentucky

CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACTUAL AGREEMENT, made and entered into this 18 day of May, 2012, by and between BOARD OF EDUCATION OF WALTON-VERONA (hereinafter the "Board"), and ROBERT STORER (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 5th day of May 2012.

WITNESSETH:

NOW, THEREFORE, the BOARD and SUPERINTENDENT, for the consideration specified, agree as follows:

IT IS AGREED:

1. **TERM OF EMPLOYMENT**

   SUPERINTENDENT is hereby hired and retained for a term commencing on July 1, 2012 through June 30, 2016, as Superintendent of Schools for the Walton-Verona Independent School District.

2. **DUTIES**

   The duties and responsibilities of the Superintendent shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be needed from time to time may be reassigned to the SUPERINTENDENT by the BOARD.

3. **OUTSIDE ACTIVITIES**

   SUPERINTENDENT shall devote himself exclusively to his duties. 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. It is understood and agreed that the district shall permit a reasonable amount of time for the SUPERINTENDENT to attend such meetings, as may be approved by the BOARD 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 Walton-Verona Independent Schools. The BOARD shall have ultimate discretion in determining the SUPERINTENDENT's attendance.

However, if the SUPERINTENDENT elects to attend any function, meeting, seminar, or program wherein he 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 shall be the SUPERINTENDENT'S daily wage threshold as annually established by the Kentucky Teachers Retirement System. By way of illustration, for the 2011-2012 school year this would have been $382.23 per diem or $91,735.00 per school year. The salary shall be paid in 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 AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specificed above. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT. Any said adjustment shall become part of this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be constructed as an expectation by the SUPERINTENDENT that any such increase will occur. The BOARD shall, at least on an annual basis, conduct an evaluation of the SUPERINTENDENT.

5. **WORKING DAYS AND BENEFITS**

a. **Working Days**

It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days. If the SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. 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 be entitled to all benefits applicable to twelve (12) month certified employees, including but not limited to, Retirement Benefits and Health Insurance.

c. **Leaves**

The SUPERINTENDENT shall accure leave days as authorized by Board policy for certified employees. Consistent with statutory law, the SUPERINTENDENT shall be permitted to transfer to the district all sick leave accumulated in Kentucky as of July 1, 2012.

d. **Expenses**

The BOARD shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy.

e. **Professional and Civic Dues**

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 reimburse the SUPERINTENDENT for dues for the Kentucky Association of School Superintendents (KASS), the Kentucky Association of School Administrators (KASA), and one civic club of the SUPERINTENDENT's choice.

f. **Automobile and Cell Phone**

The SUPERINTENDENT shall be provided with a BOARD-owned vehicle as well

as a BOARD-owned cell phone for both personal and business use. The Board shall reimburse the SUPERINTENDENT for any gas he puts in the vehicle. The SUPERINTENDENT shall reimburse the BOARD the sum of Three Hundred Dollars per month for his personal use of this vehicle and cell phone.

6. **TERMINATION OF EMPLOYMENT AGREEMENT**

This AGREEMENT may be terminated as per the Board's Policy and also include the following:

a. By expiration of its term;

b. Mutual agreement of the parties;

c. Discharge for cause.

7. **BOARD POLICY**

The SUPERINTENDENT's duties and obligations are governed by Board policy, unless otherwise specifically modified herein.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT and override any general policy which might be in existence for other employees.

8. **SAVINGS CLAUSE**

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

9. **MISCELLANEOUS**

This AGREEMENT 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 AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT 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 AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first written above.

BOARD OF EDUCATION OF WALTON-VERONA INDEPENDENT SCHOOL DISTRICT

By: Wm. M. Wethington
WILLIAM WETHINGTON, CHAIRPERSON

ATTEST:

Bill Boyle
SECRETARY

Robert Storer
ROBERT STORER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF Boone

Subscribed and sworn to before me by WILLIAM WETHINGTON, Walton-Verona Board of Education, Chairman, and ROBERT STORER, Superintendent of the Walton-Verona Independent School District, on this 18th day of May, 2012

Janis K. Tomlinson
NOTARY PUBLIC

My Commission Expires: 03-10-13

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