

**AGREEMENT**

BETWEEN

**ANTHONY BLAKE ORR**

AND THE

**GOVERNING BOARD OF THE**

**NELSON COUNTY SCHOOL DISTRICT**

**OF NELSON COUNTY, KENTUCKY**

This Agreement made and entered into this \_\_\_\_ day of July, 2017, by and between the Governing Board of the Nelson County School District of Nelson County, Kentucky, hereinafter referred to as DISTRICT, and Anthony Blake Orr, hereinafter referred to as ORR.

WHEREAS, DISTRICT and ORR are desirous of entering into an agreement setting forth certain duties and responsibilities of each during the continued employment of ORR with the DISTRICT; and

WHEREAS, DISTRICT and ORR believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them;

NOW THEREFORE, DISTRICT and ORR, for the consideration herein specified, agree as follows:

**CONTINUED EMPLOYMENT**

In exchange for ORR agreeing to resign his duties as Superintendent effective July 31, 2017, DISTRICT shall create a position and set duties and job description for, with input from ORR, a position which shall be referred to as Director of Process, Research and Improvement. ORR shall be appointed to said position referred to above effective August 1, 2017 by the Interim Superintendent to be appointed by the DISTRICT upon approval of this Agreement. ORR shall report directly to the Chief Operating Officer of the District. ORR's appointment to this position shall be for a term ending on June 30, 2018. ORR shall remain a tenured certified employee of the DISTRICT pursuant to KRS 161.721.

ORR shall provide monthly reports containing research, reports and information directly related to process improvement for the Nelson County School District and it shall be anticipated that said research and information shall be used in place of research normally contracted for with outside providers to the DISTRICT.

All obligations of employment by the DISTRICT pursuant to previous contracts with ORR shall become null and void upon the execution of this agreement and/or upon ORR becoming employed in another public Kentucky school district in any capacity and/or by ORR voluntarily leaving the employment of the DISTRICT.

## **COMPENSATION AND OTHER BENEFITS**

The compensation previously referred to in the present contract of employment by ORR shall continue with all current salary and benefits through June 30, 2018, as long as ORR is still employed with the DISTRICT in the position outline above or any subsequent assigned position. If ORR leaves employment with the DISTRICT prior to June 30, 2018, then all salary and benefits due to ORR shall cease at that time, except as provided in this Agreement. Also the KTRS contribution and family insurance benefit shall continue pursuant to the previous contract. All other benefits including annuity benefits, KASS and KASA membership dues shall continue pursuant to the previous contract. ORR shall be provided fees for registration, travel, and lodging costs for two (2) national conferences prior to June 30, 2018 with the agreement that the expense for either shall not exceed the average of previous national conferences attended by more than twenty-five percent (25%) of said average.

ORR shall be provided a payout of fifteen (15) vacation days carried over from the 2016-2017 school year.

ORR will not be provided a vehicle or fuel benefit subsequent to the signing of this agreement.

ORR shall be provided a DISTRICT cell phone for the execution of the duties described above.

ORR shall be provided additional payment and/or compensation for relocation expenses if he leaves the DISTRICT employment prior to January 1, 2018 in the amount of \$25,000.00. If ORR leaves the DISTRICT employment between the date of January 1, 2018 and February 1, 2018 ORR shall be provided the amount of \$20,000.00 for relocation expenses. If ORR leaves the DISTRICT employment between the date of February 1, 2018 and March 1, 2018 ORR shall be provided the amount of \$15,000.00 for relocation expenses. If ORR leaves the DISTRICT employment between the date of March 1, 2018 and June 30, 2018 ORR shall be provided the amount of \$10,000.00 for relocation expenses.

## **PROFESSIONAL LIABILITY**

1. DISTRICT agrees that it shall defend, hold harmless, and indemnify ORR from any and all demands, claims, suits, actions and legal proceedings brought against ORR in his individual capacity, or in his official capacity as agent and employee of the DISTRICT, provided the incident arose while ORR was acting within the scope of his employment and excluding criminal litigation. The DISTRICT shall provide liability coverage as is within the authority of the school board to provide under State law. However, in no case will individual board members be considered personally liable for indemnifying ORR against any such demands, claims, suits, actions and legal proceedings.

2. If in the good faith opinion of ORR, conflict exists as regards the defense to such claim between the legal position of ORR and the legal position of DISTRICT, then ORR may engage counsel in which event DISTRICT shall indemnify ORR for the costs of legal defense as permitted by State law.

3. DISTRICT shall not, however, be required to pay any costs of any legal proceeding in the event DISTRICT and ORR have adverse interests in such litigation.

#### **TERMINATION OF AGREEMENT CLAUSE**

This Agreement may be terminated by:

1. Mutual agreement of the parties.
2. Retirement of ORR.
3. Disability of ORR.
4. Discharge for cause

Discharge for cause shall constitute conduct that is seriously prejudicial to DISTRICT, including but not limited to, neglect of duty or breach of contract. Notice of discharge for cause shall be given in writing and ORR shall be entitled to appear before the board to discuss such causes. If ORR chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in closed, executive session unless specifically prohibited by State law. ORR shall be provided a written decision describing the results of the meeting.

5. Death of ORR.

#### **RETIREMENT**

ORR shall participate in the Kentucky Retirement System provided for employees of the Kentucky School System. DISTRICT shall pay ORR'S portion of contribution for participation in said system.

DISTRICT shall pay \$1,000.00 annually to a private annuity on behalf of ORR.

#### **SICK LEAVE**

It is understood and agreed between the parties that ORR shall be paid for any sick leave that was transferred from his previous position at the time ORR leaves the employment of DISTRICT. ORR shall also acquire sick leave time pursuant to the regular policy of DISTRICT and shall be entitled to payment of any sick leave earned during his employment with DISTRICT upon retirement.

#### **RELEASE OF ALL CLAIMS**

In exchange for the promises and covenants contained in this Agreement, ORR does hereby release, acquit, and forever discharge DISTRICT and all of its officers, administrators, agents, successors, employees and assigns, and all other persons, firms, corporations liable, or who might be claimed to be liable, of and from any and all actions, causes of action, damages and claims on account of, or in any way growing out of, resulting or to result in the future from ORR's employment with the DISTRICT. This is a complete and total release of all claims and causes of action related to ORR's employment with the DISTRICT.

**SAVING CLAUSE**

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

IN WITNESS WHEREFORE, the DISTRICT has caused this Agreement to be approved on its behalf by a duly authorized officer, and ORR has approved this Agreement effective on the day and year specified at the beginning of this Agreement.

SUPERINTENDENT

GOVERNING BOARD OF THE  
NELSON COUNTY  
SCHOOL DISTRICT OF  
NELSON COUNTY, KENTUCKY

\_\_\_\_\_  
Anthony Blake Orr

BY: \_\_\_\_\_  
Diane Breeding, Chair

This Agreement was approved by vote of the School Board at a public meeting duly held on the \_\_\_\_ day of July, 2017, and has been made a part of the minutes of that meeting.