

**AMENDED AGREEMENT**  
BETWEEN  
**ANTHONY BLAKE ORR**  
AND THE  
**GOVERNING BOARD OF THE**  
**NELSON COUNTY SCHOOL DISTRICT**  
**OF NELSON COUNTY, KENTUCKY**

This Amended Agreement made and entered into this 1 day of ~~November~~ <sup>December</sup>, 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, the parties hereto made an agreement dated July 20, 2017 in lieu of possible expensive and possibly damaging litigation to both; and

WHEREAS, the DISTRICT and ORR are desirous of amending said agreement;

NOW THEREFORE, the parties hereto enter into this following agreement and understanding:

**RESIGNATION**

The Board recognizes ORR has resigned his duties as Superintendent but maintained his right to continue as a tenured, certified employee of the DISTRICT pursuant to the Resignation Letter provided and that ORR held a valid employment contract providing for certain benefits pursuant to that contract. The Board recognizes that they hold an obligation to ORR pursuant to that contract and that ORR continues as a tenured certified employee of the DISTRICT.

**AGREEMENT IN LIEU OF LITIGATION**

ORR shall be provided relocation expenses if he is not employed by DISTRICT and leaves the DISTRICT prior to January 1, 2018 in the amount of \$25,000.00 If ORR is no longer employed by DISTRICT and leaves the DISTRICT between January 1, 2018 and February 1, 2018, ORR shall be paid \$20,000.00 for relocation expenses. If ORR is no longer employed by the DISTRICT and leaves the DISTRICT between February 1, 2018 and March 1, 2018 ORR shall be provided the amount of \$15,000.00 for relocation expenses. If ORR is no longer employed by the DISTRICT and leaves the DISTRICT between the dates of March 1, 2018 and June 30, 2018 ORR shall be provided the amount of \$10,000.00 for relocation expenses.

### VACATION DAYS

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

### 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.

### 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, if and only if ORR is employed by the DISTRICT.

DISTRICT shall pay \$1,000.00 to ORR for an annuity in 2017 and \$1,000.00 for 2018.

### SICK LEAVE

ORR shall acquire sick leave time pursuant to the regular policy of DISTRICT. ORR shall be entitled to payment of any sick leave earned upon his employment with DISTRICT including transferred accumulated sick leave as per regular Board policy 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.

**PRIOR AGREEMENT**

All other portions of the July 20, 2017 agreement between the parties is hereby superseded, rescinded and held for naught.

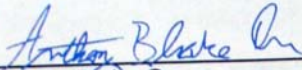
**SAVING CLAUSE**

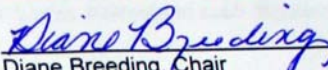
If, during the term of this Agreement it is found that a specific clause of the Agreement is illegal pursuant to federal or state law, the remainder of this Agreement not affected by such a ruling shall remain in force.

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 1 day of November, 2017, and has been made a part of the minutes of that meeting.