SUPERINTENDENT'S CONTRACT

BETWEEN

ANTHONY BLAKE ORR

AND THE

GOVERNING BOARD OF THE

NELSON COUNTY SCHOOL DISTRICT

OF NELSON COUNTY, KENTUCKY

7/29/14

This Employment Contract, made and entered into this 17 day of December, 2013, 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 SUPERINTENDENT.

WHEREAS, DISTRICT desires to provide SUPERINTENDENT with a written employment contract in order to enhance administrative stability and continuity within the school which DISTRICT believes generally improves the quality of its overall educational program; and,

WHEREAS, DISTRICT and SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

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

TERM

DISTRICT, in consideration of the promises, herein contained, of SUPERINTENDENT, hereby employs, and SUPERINTENDENT hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2014, and ending June 30, 2018.

PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

1. CERTIFICATION. SUPERINTENDENT shall hold a valid certificate issued by the State of Kentucky.

2. DUTIES. SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board. The Board shall retain the primary responsibility for formulating and adopting DISTRICT policy as is required and permitted by law. SUPERINTENDENT shall devote his entire time to the discharge of his duties as set out in law, regulation and DISTRICT policy. SUPERINTENDENT shall devote 240 working days each year to fulfillment of the administration of the school system.

3. OUTSIDE ACTIVITIES. SUPERINTENDENT shall devote his time, attention and energy to the business of the district. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of short-term duration at his discretion.

PROFESSIONAL GROWTH OF SUPERINTENDENT

DISTRICT encourages the continuing professional growth of SUPERINTENDENT through his participation, as he might decide in light of his responsibilities as SUPERINTENDENT, in:

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

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

3. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities for DISTRICT.

In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT, as he deems appropriate, to attend such matters and pay for the necessary fees for travel and subsistence expenses, as approved by the DISTRICT in the annual budget.

DISTRICT shall pay all fees for SUPERINTENDENT's membership in KASA and KASS.

In addition, DISTRICT shall pay any and all necessary and reasonable registration, travel and lodging expenses for SUPERINTENDENT to attend KASA, KASS and KSBA conferences as applicable.

DISTRICT shall pay membership fees for any local civic club memberships attended by SUPERINTENDENT. (Currently Rotary).

COMPENSATION

DISTRICT shall pay SUPERINTENDENT at an annual salary rate of $124,216.00. DISTRICT shall pay this annual salary rate to SUPERINTENDENT in installments of one-twelfth of the annual salary rate on the fifth day of each month for his services rendered during the preceding month or in accordance with the schedule of salary payments in effect for other certified employees, at the option of SUPERINTENDENT. DISTRICT and SUPERINTENDENT may mutually agree to adjust the salary of SUPERINTENDENT during the term of this contract, but in no event shall he be paid less than the salary he is receiving pursuant to this agreement.

In addition, upon completion of the "Executive Doctor of Education [Ed.D] in Educational Leadership Course" at Northern Kentucky University or on beginning date July 1, 2015 whichever is later, the annual salary rate per this agreement shall increase by the amount of $5,000.00.

DISTRICT shall review this agreement at the one year anniversary of same regarding any salary adjustment.

Furthermore, SUPERINTENDENT shall receive any certified step increase normally granted to other certified employees beginning upon completion of the aforementioned doctoral program or beginning July 1, 2015, whichever is later.

DISTRICT shall provide any necessary and reasonable cell phone service and cell data service required for SUPERINTENDENT duties.

VACATION AND OTHER BENEFITS

1. SUPERINTENDENT shall be entitled to all benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with DISTRICT, including, but not limited to illness benefits and leaves, basic family medical insurance protection, retirement program, and other administrative employee benefits.

2. DISTRICT shall allow SUPERINTENDENT 15 days vacation annually.

EXPENSES

DISTRICT shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by DISTRICT and incurred by SUPERINTENDENT in the continuing performance of his duties under this Employment Agreement.

AUTOMOBILE ENTITLEMENT

In light of the unique nature of the professional duties of the Superintendent of Schools, DISTRICT shall provide SUPERINTENDENT with an automobile for professional and limited personal use. The automobile shall be fully maintained by DISTRICT, including, but not limited to, keeping the automobile in safe, usable condition, and shall provide for all expenses incidental to automobile usage.

PROFESSIONAL LIABILITY

1. DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the DISTRICT, provided the incident arose while SUPERINTENDENT 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 SUPERINTENDENT against any such demands, claims, suits, actions and legal proceedings.

2. If in the good faith opinion of SUPERINTENDENT, conflict exists as regards the defense to such claim between the legal position of SUPERINTENDENT and the legal position of DISTRICT, the SUPERINTENDENT may engage counsel in which event DISTRICT shall indemnify the SUPERINTENDENT 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 SUPERINTENDENT have adverse interests in such litigation.

EVALUATION

The Board shall evaluate and assess in writing the performance of SUPERINTENDENT every 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 DISTRICT for the year in question.

At least once each fiscal year, DISTRICT and SUPERINTENDENT shall meet in closed executive session (unless specifically prohibited by state law) for the purpose of mutual evaluation of the performance of DISTRICT and SUPERINTENDENT. In the event that the Board determines that the performance of SUPERINTENDENT is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to SUPERINTENDENT. SUPERINTENDENT shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the personnel file of SUPERINTENDENT. Within thirty days of the delivery of the written evaluation to SUPERINTENDENT, the Board shall meet with SUPERINTENDENT to discuss the evaluation.

RENEWAL OF EMPLOYMENT CONTRACT

If DISTRICT does not notify SUPERINTENDENT in writing before March 1, 2018, that this Employment Contract will not be renewed, it shall be deemed that DISTRICT has renewed this Employment Contract for one (1) year extending from the termination date set forth in paragraph I above (TERM). SUPERINTENDENT shall, by certified mail to each member, remind the board of the existence of this automatic renewal clause. Such notice shall be sent two months prior to the Board meeting when renewal or non-renewal is to be considered. Failure to mail required notice shall invalidate the automatic renewal clause.

TERMINATION OF EMPLOYMENT CLAUSE

This employment contract may be terminated by:

1. Mutual agreement of the parties
2. Retirement of SUPERINTENDENT
3. Disability of SUPERINTENDENT
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 SUPERINTENDENT shall be entitled to appear before the board to discuss such causes. If SUPERINTENDENT 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. SUPERINTENDENT shall be provided a written decision describing the results of the meeting.

In the event that the Board offers to terminate the contract by paying the amount specified in Clause 5 below, the requirement of the hearing before the Board shall be waived by SUPERINTENDENT.

5. Unilateral Termination by Board of Education

The Board may, at its option, and by the minimum of 90 days notice to SUPERINTENDENT, unilaterally terminate this contract. In the event of such termination, DISTRICT shall pay to SUPERINTENDENT, as severance pay, all of the aggregate salary he would have earned under this employment contract from the actual date of termination to the date of June 30, 2014.

6. Death of SUPERINTENDENT

RETIREMENT

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

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

In addition, DISTRICT shall pay or provide a match dollar for dollar for any amounts SUPERINTENDENT pays toward a private annuity up to a maximum amount of $2,000.00 to be paid annually by DISTRICT.

SUPPLEMENTAL AGREEMENT TO SUPERINTENDENT'S CONTRACT

Parties hereto agree that a certain agreement reached between parties entitled "SUPPLEMTNAL AGREEMENT TO SUPERINTENDENT'S CONTRACT BETWEEN ANTHONY BLAKE ORR AND THE GOVERNING BOARD OF THE NELSON COUNTY SCHOOL DISTRICT OF NELSON COUNTY, KENTUCKY" dated January 22, 2013, shall remain in full force and effect and shall be binding on all parties thereto.

7/29/14

SICK LEAVE

It is understood and agreed between the parties that SUPERINTENDENT shall be paid for any sick leave that was transferred from his previous position in the event SUPERINTENDENT leaves the employment of DISTRICT. SUPERINTENDENT 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.

SAVING CLAUSE

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

IN WITNESS WEREFORE, DISTRICT has caused the Employment Contract to be approved in its behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment contract effective on the day and year specified in paragraph I, above.

SUPERINTENDENT

Anthony Blake Orr

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

BY: Larry Pate, Chairperson

This employment Contract was approved by vote of the School Board at a public meeting duly held on December 17, 2013, and has been made a part of the minutes of that meeting.