

COPY

SUPPLEMENTAL AGREEMENT

TO

SUPERINTENDENT'S CONTRACT

BETWEEN

ANTHONY BLAKE ORR

AND THE

GOVERNING BOARD OF THE

NELSON COUNTY SCHOOL DISTRICT

OF NELSON COUNTY, KENTUCKY

The Employment Contract between Nelson County Governing Board of the Nelson County School District, commonly referred to as the Nelson County School Board (hereinafter "District") and Anthony Blake Orr, School Superintendent (hereinafter "Superintendent"), dated April __, 2010, is hereby supplemented by mutual agreement to define the obligations and responsibilities of each party as to a continuing professional growth course selected by SUPERINTENDENT designated as an Executive Education Doctoral Course at Northern Kentucky University (hereinafter "Course") as follows:

WHEREAS, SUPERINTENDENT intends to enroll in and complete an Executive Doctor of Education (Ed.D.) in Educational Leadership Course at Northern Kentucky University for his continuing professional growth at his position as Superintendent as contemplated pursuant to the aforementioned Employment Contract; and,

WHEREAS, the DISTRICT desires to encourage the continuing professional growth of SUPERINTENDENT by paying certain fees for participation in the Executive Doctor of Education (Ed.D.) in Educational Leadership Course at North Kentucky University subject to the condition the SUPERINTENDENT intends to continue employment with the DISTRICT for the next four (4) school years subsequent to July 1, 2013; and,

WHEREAS, SUPERINTENDENT'S Employment Contract with the DISTRICT provides as follows:

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.

WHEREAS, KRS 160.290 provides the DISTRICT "may use its funds and property to promote public education" and may provide for other services "as it deems necessary for the promotion of education and general health and welfare of pupils"; and,

WHEREAS the doctoral course at Northern Kentucky University for the continuing professional growth of SUPERINTENDENT is for the purposes of promotion and improvement of the educational services provided by the Nelson County School System; and,

NOW THEREFORE, for and in consideration of the mutual promises made herein, the DISTRICT and SUPERINTENDENT mutually agree and bind themselves to supplement the existing SUPERINTENDENT'S CONTRACT as follows:

(1). DISTRICT agrees to approve and pay necessary fees, travel and subsistence expenses for the Executive Doctor of Education (Ed.D.) in Educational Leadership Course at Northern Kentucky University as set forth in attached Schedule "A" to promote and encourage the professional growth of SUPERINTENDENT in accordance with the existing SUPERINTENDENT'S CONTRACT conditioned upon the commitment of SUPERINTENDENT to serve as SUPERINTENDENT for the four (4) year period subsequent to July 1, 2013.

(2). SUPERINTENDENT, in consideration of the payments in Paragraph (1) above, agrees to enroll and complete the doctoral course, to use the gained knowledge and expertise for the promotion and improvement of the Nelson County School System and to continue as SUPERINTENDENT of Nelson County Schools for at least four (4) additional years ending June 30, 2017; and subject to the condition that SUPERINTENDENT shall repay and reimburse to the DISTRICT for any fractional portion of the four (4) year period that SUPERINTENDENT does not serve as SUPERINTENDENT of Nelson County Schools. Said calculation shall be made by dividing the total amount expended pursuant to the Supplemental Agreement by 48 months to determine a cost per month to be repaid for any months not served.

(3). In all other respects the SUPERINTENDENT'S CONTRACT dated April __, 2010 and all amendments shall remain in full force and effect and be readopted, confirmed and incorporated by reference herein except as amended by this Supplemental Agreement.

(4). This Supplemental Agreement to SUPERINTENDENT'S CONTRACT shall be binding on all heirs, successors and assigns of both parties hereto.

DATED: 1-23-2013

SUPERINTENDENT

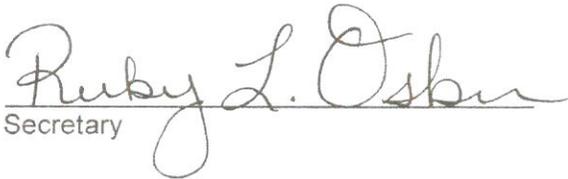
GOVERNING BOARD OF THE
NELSON COUNTY
SCHOOL DISTRICT OF
NELSON COUNTY, KENTUCKY



Anthony Blake Orr, Superintendent
Nelson County Schools

BY: 

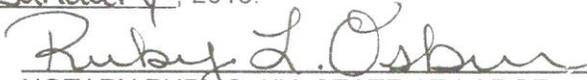
Larry Pate, Chairperson

ATTEST TO: 

Secretary

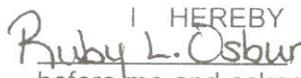
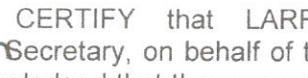
STATE OF KENTUCKY
COUNTY OF NELSON

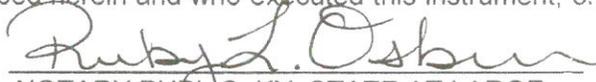
I HEREBY CERTIFY that ANTHONY BLAKE ORR, Superintendent of the Nelson County Schools, appeared before me and acknowledged that he executed this Supplemental Agreement as his free act and deed and that he is known to me, or if not known to me, presented satisfactory evidence to me that he is the person described herein and who executed this instrument, on this 23 day of January, 2013.



NOTARY PUBLIC, KY. STATE AT LARGE
My Commission Expires: 8-20-16

STATE OF KENTUCKY
COUNTY OF NELSON

 I HEREBY CERTIFY that LARRY PATE, Chairman and attested to by  Secretary, on behalf of the Nelson County Board of Education, appeared before me and acknowledged that they executed this Supplemental Agreement as their free act and deed and that they are known to me, or if not known to me, presented satisfactory evidence to me that they are the persons described herein and who executed this instrument, on this 23 day of January, 2013.



NOTARY PUBLIC, KY. STATE AT LARGE
My Commission Expires: 8-20-16

Prepared by:



Terry L. Geoghegan
Geoghegan & Associates
116 East Stephen Foster Avenue
Bardstown, KY 40004
(502) 348-1111
(502) 348-0336 (fax)

RUBY L. OSBUN
NOTARY PUBLIC
Kentucky, State At Large
My Commission Expires 8/20/2016
I.D. # 473194

EXHIBIT "A"

RE: Supplement to Superintendent's Contract between Anthony Blake Orr and the Governing Board of the Nelson County School District of Nelson County, Kentucky.

NECESSARY DOCTORAL PROGRAM COURSE FEES, TRAVEL AND SUBSISTENCE EXPENSES

A) Tuition – Northern Kentucky University for the Executive Doctor of Education (Ed. D) in Educational Leadership Course:

7 Payments of \$5,150.00 in each of the following months:

o **2013**

April
July
August

o **2014**

January
July
August

o **2015**

January

B) Other necessary and reasonable fees, including travel fees and subsistence fees to be submitted for board approval at a later date when same are known or incurred and paid from existing budgeted funds for Superintendent Expenses

SUPERINTENDENT'S CONTRACT

BETWEEN

ANTHONY BLAKE ORR

AND THE

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

This Employment Contract, made and entered into this 13th day of April, 2010, 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, 2010, and ending June 30, 2014.

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.

COMPENSATION

DISTRICT shall pay SUPERINTENDENT at an annual salary rate of \$112,500.00. 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.

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.

HEALTH CARE BENEFIT

DISTRICT shall provide to SUPERINTENDENT a family health care plan. The health care program shall be determined by SUPERINTENDENT from the health care programs that are made available through the Staff Insurance Department made available to all employees.

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, 2014, 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.

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.

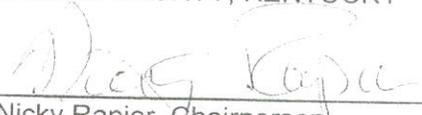
IN WITNESS WHEREFORE, DISTRICT has caused the Employment Contract to be approved in its behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment contract effective on the day and year specified in paragraph I, above.

SUPERINTENDENT

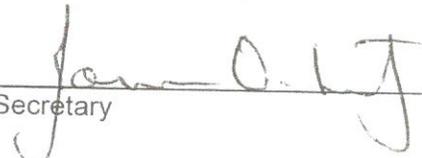
GOVERNING BOARD OF THE
NELSON COUNTY
SCHOOL DISTRICT OF
NELSON COUNTY, KENTUCKY



Anthony Blake Orr

BY: 

Nicky Rapier, Chairperson

ATTEST TO: 

Secretary

This employment Contract was approved by vote of the School Board at a public meeting duly held on April 13, 2010, and has been made a part of the minutes of that meeting.

Nelson County Special Called Meeting
June 7, 2012 12:00 PM
Central Office

Attendance Taken-Present was: Damon Jackey, Frank Hall, Larry Pate, Nicky Rapier and Adam Wheatley.

I. Call to Order

The meeting was called to order at 12:02 PM by Chairperson Mr. Damon Jackey.

II. Changes to the Agenda

No changes to the agenda were requested.

III. Adjourn Regular Session

Motion to adjourn the Special Called Session of the Nelson County Board of Education was passed with a motion by Mr. Nicky Rapier and a second by Mr. Adam Wheatley. Motion carried unanimously.

IV. Convene Executive Session

Motion to convene the Executive Session of the Nelson County Board of Education per KRS 156.577(4) (c) to discuss the Superintendent's evaluation was passed with a motion by Mr. Nicky Rapier and a second by Mr. Adam Wheatley. Motion carried unanimously.

V. Adjourn Executive Session

Motion to adjourn the Executive Session of the Nelson County Board of Education was passed with a motion by Mr. Adam Wheatley and a second by Mr. Frank Hall. Motion carried unanimously.

VI. Reconvene Regular Session

Motion to convene the Special Called Session of the Nelson County Board of Education was passed with a motion by Mr. Nicky Rapier and a second by Mr. Larry Pate. Motion carried unanimously.

Superintendent's Salary

Superintendent Anthony Orr's performance review: Educational Leadership-3.8, Board/Superintendent Relationship-3.8, Staff/Personnel Relationship-3.7, Community Relationships-3.8, Business and Finance-4.0, Personal Qualities-3.9, Planning-4.0.

Motion Passed: Upon reconvening the regular session of the Nelson County Board of Education, a recommendation to award the superintendent a salary increase of 1.45% based upon the average percentage step salary increase district employees will be receiving and to initiate a \$1,000 retirement annuity as a result of his performance review was passed with a motion by Mr. Nicky Rapier and a second by Mr. Adam Wheatley. Motion carried unanimously.

VII. Adjourn Regular Session

Motion to adjourn the Special Called Regular Session of the Nelson County Board of Education was passed with a motion by Mr. Frank Hall and a second by Mr. Nicky Rapier. Motion carried unanimously.

Damon M. Jackey 7/17/12
Chairperson Date

Anthony Orr 7/17/12
Superintendent Date

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AND THE

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SUPERINTENDENT

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



Anthony Blake Orr

BY: 

Nicky Rapier, Chairperson

ATTEST TO: 

Secretary

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