

**AGREEMENT TO RESOLVE ALL CLAIMS
AND TO ENTER INTO AN INDEPENDENT CONTRACT AS CONSULTANT**

This Agreement is made and entered into as of the February 8, 2021, by and between the BOARD OF EDUCATION OF LIVINGSTON COUNTY, KENTUCKY (hereinafter referred to as the "LCBOE"); and VICTOR ZIMMERMAN, Superintendent for the LIVINGSTON COUNTY SCHOOL DISTRICT (hereinafter referred to as the "Zimmerman").

RECITALS

- A. As differences have arisen between LCBOE and Zimmerman such that his continuation in that capacity is not desired. LCBOE acknowledges that Zimmerman is presently under a four-year contract (the "Employment Agreement") which expires by its own terms on June 30, 2022. The Employment Agreement provides for compensation and benefits which exceed the amount of consideration stated herein.
- B. Both parties acknowledge that the enforcement or cancellation of the Employment Agreement, if not agreed, would be litigious and expensive and not in the best interest of the Livingston County School District.
- C. The parties have reached a settlement of their differences relating to the continuation of the Employment Agreement of Zimmerman in his capacity as Superintendent, and they have agreed to resolve same as hereinafter set forth, as confirmed by the LCBOE's acceptance of the "resignation" of the Superintendent received on February 8, 2021, effective February 9, 2021, and the LCBOE's approval of the terms of this Agreement to Resolve All Claims and to Enter into Independent Contract.

D. This Agreement to terminate the Employment Agreement now is in the best interests of all parties and is allowed by each party's interpretation of Ky OAG 74-708. The provisions of the agreement reached by the parties are set forth in this document for their mutual benefit and protection.

AGREEMENT

In consideration of the foregoing recitals, in further consideration of the money to be paid and the releases to be given, and, in further consideration of the mutual covenants and agreements contained herein, the LCBOE and Zimmerman agree, promise, and contract as follows:

1. **Severance Payment.** On the basis of OAG 74-708, Zimmerman shall contract with the LCBOE to act as an independent contractor to serve as a consultant and shall receive the continuation of healthcare benefits, including vision and dental insurance benefits, as in effect at the date of this Agreement. No other benefits shall be payable by the LCBOE subsequent to June 30, 2021.

2. **Consulting Position.** Between the date of approval of this settlement and June 30, 2022, Zimmerman will serve as an Independent Contractor Consultant to the Board Chairperson, Interim Superintendent and the new Superintendent when selected by the LCBOE on an as needed basis. These individuals will be the only point of contact between the Superintendent and LCBOE. This Agreement is not intended to place any restriction upon Victor Zimmerman's right to advocate for the educational needs on behalf of his minor child who currently attends Livingston Central High School. This will be a nonexclusive engagement by Zimmerman and the LCBOE acknowledges that Zimmerman may be hired in another position. Notwithstanding any

position Zimmerman may obtain, he will use his best efforts to provide consulting with the Administration during the term of this agreement.

3. **Compensation.** In consideration of the services which Zimmerman will provide to LCBOE, he shall receive One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) to be paid one-half on March 1, 2021 and the balance to be paid between July 1, 2021 and January 30, 2022 within fourteen days of receiving an invoice from Zimmerman. In addition, Zimmerman will be reimbursed for any out-of-pocket expenses incurred by him in performance of any duties performed on behalf of the LCBOE at its request. As an independent contractor, the LCBOE will not withhold any taxes from any sum paid to Zimmerman and he will be solely responsible for any taxes due.

4. **LCBOE Release.** Except for obligations created by this Agreement, the LCBOE with the agreed termination of Zimmerman's disputed Employment Agreement as of this date, unconditionally releases and forever discharges Zimmerman from all claims, demands, causes of action, liability, and obligation of every kind pertaining to fulfillment of the terms of his Employment Agreement and all issues raised to date asserted by the LCBOE in regard to Superintendent's disputed Employment Agreement. The LCBOE does not release any other issues of which it does not have information or knowledge or that it cannot lawfully and/or statutorily waive.

5. **Zimmerman's Release.** Except for obligations created by this Agreement, Zimmerman fully and unconditionally releases and forever discharges the LCBOE as well as its employees, agents, and attorneys, from all claims, demands, causes of action, liability, and obligations of every kind pertaining to the subject matter of the fulfillment of the terms of his Employment Agreement, and any other issue raised to date by the Superintendent against the LCBOE. Zimmerman does not release any other

issues of which he does not have information or knowledge or that he cannot lawfully and/or statutorily waive, nor does he waive all claims under the independent contractor consultant agreement entered into this date.

6. **Covenant Not to Sue and No Disparagement.** Each party covenants not to sue, assert any claim of any kind against, or make any demand of, any other party, or individual partners or members of a party, for anything connected with the subject matter of the fulfillment of the terms of his Employment Agreement, and any other issue raised to date by the Superintendent against the LCBOE. Further, the parties will not disparage the other party through any form of communication.

7. **Non-Performance.** Should either party fail to timely perform, or should any party violate, any provision of this Agreement, then that party shall be liable for, and shall pay to those parties adversely affected, all expenses of every kind, including without limitation attorneys' fees, incurred by the affected parties as a result of the non-performance or violation.

8. **Compromise.** The obligations and concessions contained in this Agreement represents a compromise, and they are made in settlement of disputed claims. Nothing constituting any part of the settlement, nor anything contained in this Agreement, is intended or shall be construed as an admission of liability or wrongdoing of any kind on the part of any party hereto, all such liability and wrongdoing being expressly denied. There are no third-party beneficiaries created by this Settlement Agreement.

9. **Accord and Satisfaction.** It is expressly agreed that this Agreement is in full accordance and satisfaction of all contractual obligations of the parties related to the Employment Contract with Zimmerman dated July 1, 2018.

10. **Entire Agreement.** This document contains the entire agreement between the parties hereto, and no party is relying on any statement, promise, or representation not specifically contained herein. This release contains the entire agreement between the parties hereto and the terms of the Settlement Agreement and releases are contractual and not merely a recital.

11. **Amendment.** This Agreement may be amended only by a subsequent writing signed by all parties hereto.

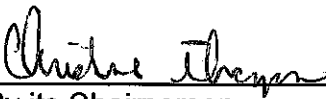
12. **Law.** This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Kentucky.

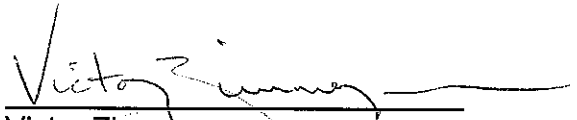
13. **Counsel.** Each party represents that it has had the benefit of legal counsel with regard to all matters and decisions pertaining to this Agreement and the subject matter hereof.

14. **Execution of Agreement.** The execution of this Agreement shall be undertaken on February 8, 2021.

IN WITNESS WHEREOF, the Board of Education of Livingston County, Kentucky, by and through its Chairman, as authorized by a motion, seconded and passed by the Livingston County Board of Education at its regular board meeting on February 8, 2021, and Victor Zimmerman, as Superintendent of the Livingston County School District, who has tendered his resignation to the LCBOE effective on February 9, 2021, have signed and executed this Settlement Agreement, as of February 9, 2021.

BOARD OF EDUCATION
OF LIVINGSTON COUNTY, KENTUCKY

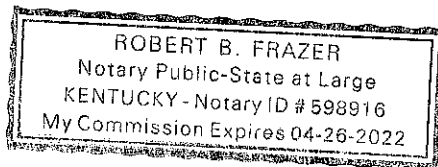

By its Chairperson,
Christine Thompson


Victor Zimmerman

COMMONWEALTH OF KENTUCKY

COUNTY OF LIVINGSTON

The foregoing instrument was subscribed and sworn to before me by Christine Thompson, Chairperson of the Board of Education of Livingston County, Kentucky, this February 8, 2021.

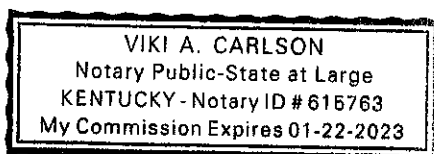




NOTARY
COMMISSION EXPIRES 4/26/2022
NOTARY ID _____

COMMONWEALTH OF KENTUCKY

COUNTY OF LIVINGSTON

The foregoing instrument was subscribed and sworn to before me by Victor Zimmerman, this February 8, 2021.




NOTARY
COMMISSION EXPIRES 01/22/2023
NOTARY ID 615763