PERSONNEL EXCHANGE CONTRACT

THIS PERSONNEL EXCHANGE CONTRACT (the "Contract") is made and entered into between **THE BOARD OF EDUCATION OF SOUTHGATE INDEPENDENT SCHOOLS** (Southgate") and **THE BOARD OF EDUCATION OF DAYTON INDPENDENT SCHOOLS** ("Dayton", as of the _____ day of _____, 2020.

WITNESSETH:

WHEREAS, Southgate desires to employ the finance officer and human resource/payroll administrator of Dayton in accordance with the Common School Laws and Rules and Regulations prescribed in pursuance thereof by the Kentucky Department of Education; and

WHEREAS, Dayton is willing to assist in meeting the need of Southgate by permitting its finance officer and human resource/payroll administrator to devote their time and best efforts to the discharge of the duties of the previously mentioned roles as set out by laws, rules, and regulations and policies of the Commonwealth of Kentucky, State Department of Education, and the Board.

THEREFORE, by agreement of the parties and in mutual consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** Southgate, in consideration of the promises of Dayton stated in this contact, employees the Dayton finance officer and human resource/payroll administrator, and Dayton acquiesces in the employment for a twelve (12) month term commencing on the 1st day of July, 2020 and ending on the 30th day of June, 2021.

2. **Compensation.** Dayton shall receive an annual payment totaling **Fifty-Six Thousand Ninety Eight Dollars and Fifty Cents ($56,098.50)**, which shall be paid in the following manner:

a. Twenty-Thousand Dollars and Zero Cents ($20,000.00) annually for the services of the finance officer/accounts payable clerk.

b. Fifteen Thousand Dollars and Zero Cents ($15,000.00) annually for the services of the human resources/payroll administrator.

c. Ten-Thousand Dollars and Zero Cents ($10,000.00) annually to Dayton for its services, which include, but are not limited to, the training of the finance officer and the human resources/payroll administrator.

d. Eleven Thousand Ninety Eight Dollars and Fifty Cents ($11,098.50) annually for the fringe benefits related to the finance officer and the human resources/payroll administrator.

e. The Parties to this Contract agree that the total amount owed pursuant to paragraph 2 of this Contract shall be paid in twelve (12) monthly installments in the amount of **Four Thousand Six Hundred and Seventy Four Dollars and Eighty Seven Cents ($4,674.87)** payable to Dayton on the 15th day of every month.

3. <u>Severability.</u> In the event any part of this Contract is found to be void, the parties agree that the remaining terms of the Contract will remain in effect.

4. <u>Contract Termination or Removal.</u> This Contract may be terminated by:

a. Agreement of the parties;

b. Disability or Death of either the finance officer or the human resources/payroll administrator;

c. Upon Southgate's identification and hiring of its own finance officer or human resource/payroll administrator;

d. Discharge of either the finance officer or human resource/payroll

administrator for cause by either party.

e. Unilaterally by Dayton upon 60 days written notice to Southgate.

5. **Release of Liability.** In consideration of Dayton agreeing to the terms herein, Southgate, on behalf of the School District, the School Board and the School employees, administrators, agents and assigns (collectively "Releasers"), do hereby forever release, acquit and discharge Dayton, its past, present and future board members, superintendents, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, insurers, predecessors in interest(s), and any and all other persons, firms or corporations with whom any of the former have been, are now or may hereinafter be affiliated, their representatives, agents, administrators, executors, personal representatives, successors in interest(s), heirs or assigns, and/or all of them (collectively "Releasees"), from any liability, claims, demands, controversies, damages, actions, causes of action on account of personal injuries, loss of services, affection, injuries, damage and from all other types of loss and damages, of every kind, nature and description, sustained by or hereinafter resulting from any action or inaction of the finance officer or human resource/payroll administrator, whether directly or indirectly, and from any and all other liability, claims, demands, controversies, damages, actions and causes of action whatsoever of any kind or description, either in law or in equity, resulting from any action or inaction of the finance officer or human resource/payroll administrator which the Releasors can, shall or may have by reason of or in any way relating to or resulting from any action or inaction of the finance officer or human resource/payroll administrator. This Release is effective even if any of the liability, claims, demands, injuries or damages are alleged to be the fault of or caused by the negligence or carelessness of the Releasees. The Releasors further hereby expressly stipulate and agree, in consideration of Dayton agreeing to the terms herein, to indemnify and hold forever harmless the Releasees against loss from any further claims, demands or actions that

may hereafter at any time be made or brought against the Releasees, by the Releasors, or by anyone or any company or any entity on the behalf of the Releasers. The terms of this Release are contractual in nature and not mere recitals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Contract in conformity with a resolution of the Board of Education for the Southgate Independent Schools, passed on _____, **2020.**

SOUTHGATE SUPERINTENDENT:

_____ _____

GREG DUTY **DATE**

BOARD OF EDUCATION OF
SOUTHGATE INDEPENDENT SCHOOLS

_____ _____

DIANE HATFIELD, CHAIRPERSON **DATE**

IN WITNESS WHEREOF, the parties executed this Contract in conformity with a resolution of the Board of Education for the Dayton Independent Schools, passed on _____, **2020.**

DAYTON SUPERINTENDENT:

_____ _____

JAY BREWER **DATE**

BOARD OF EDUCATION OF
DAYTON INDEPENDENT SCHOOLS

_____ _____

ROSANN SHARON, CHAIRPERSON **DATE**