

## 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 INDEPENDENT SCHOOLS** (“Dayton”, as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

### **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 contract, 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 1<sup>st</sup> day of July, 2021 and ending on the 30<sup>th</sup> day of June, 2022.

2. **Compensation.** Dayton shall receive an annual payment totaling **Fifty-Seven Thousand One Hundred Ten Dollars and Zero Cents (\$57,110.00)**, 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. Twelve Thousand One Hundred Ten Dollars and Zero Cents (\$12,110.00) 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 Seven Hundred and Fifty Nine Dollars and Seventeen Cents (\$4,759.17)** payable to Dayton on the 15<sup>th</sup> day of every month.
3. **Severability.** 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. **Contract Termination or Removal.** 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 Releasers 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 Releasers 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 Releasers, 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

\_\_\_\_\_, **2021**

**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

\_\_\_\_\_, **2021.**

**DAYTON SUPERINTENDENT:**

\_\_\_\_\_  
**JAY BREWER, SUPERINTENDENT**

\_\_\_\_\_  
**DATE**

**BOARD OF EDUCATION OF  
DAYTON INDEPENDENT SCHOOLS**

\_\_\_\_\_  
**BERNIE PFEFFER, VICE CHAIRPERSON**

\_\_\_\_\_  
**DATE**