

Contract between WSYSA District IV and K-DAG Services To perform the functions of WSYSA District IV Administrator Per the District IV Operating Procedures – Appendix A.

By the signatures below, WSYSA District IV and K-DAG Services agree to the following contractual agreement.

K-DAG Services agrees to the following:

1. To provide the services of WSYSA District IV Administrator as outlined in the District IV Operating Procedures (Appendix A) as an Independent Contractor for the period specified below.
2. To turn over to WSYSA District IV any and all documentation and software programs developed during the period of this contract to perform or aid in the performance of the functions of District IV Administrator.

WSYSA District IV agrees to the following:

1. To contract K-DAG Services to perform the services of WSYSA District IV Administrator as outlined in the District IV Operating Procedures (Appendix A) as an Independent Contractor for the period identified below.
2. To notify K-DAG Services of any new services that WSYSA District IV desires K-DAG Services to perform/provide following the issuance of this specific contract. Further, WSYSA District IV agrees to provide K-DAG Services ample time to evaluate any such request and work with K-DAG Services to negotiate any and all compensation modifications to this contract if K-DAG Services elects to agree to perform/provide the newly requested service.
3. To compensate the WSYSA District IV Administrator as an Independent Contractor on the schedule and amounts specified below:
4. The WSYSA District IV Treasurer will pay K-DAG Services as outlined in this contract without submission of any bills or invoices from K-DAG Services. This contract will be sufficient documentation for the issuance of these payments by the Treasurer.

Period of Contract:

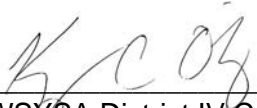
1. This Contract is to Commence on 1 August 2010 for a period of twenty-four (24) months.
2. This Contract is scheduled to terminate on 31 July 2012.
3. This Contract may be terminated at an earlier date if agreed to by both parties in writing.
4. This Contract may be terminated at an earlier date by the District IV Board if they are not satisfied with the performance of K-DAG Services by following the actions identified below:
 - a. Issue a written notice to K-DAG Services indicating that the District is not satisfied with the current performance under this contract and identifying the areas that it feels are deficient
 - b. Provide K-DAG Services a 2 week period in which to rectify the performance issues cited in the written notice
 - c. Conduct a performance review with K-DAG Services after this 2 week period to specifically review the previously identified performance issues. If any issues still remain, District IV may terminate this contract.
5. Should, following the signing of this contract, WSYSA District IV cease to exist as structured at the signing of this contract, one of the following will occur within one month between K-DAG Services and the new entity absorbing District IV's responsibilities:
 - Both parties may elect to continue with this contract as currently written with the new entity absorbing all of the District's responsibilities, or
 - Both parties may elect to negotiate a new contract, or
 - Both parties may elect to terminate this contract.
 - If both parties fail to reach agreement on how to proceed within one month of WSYSA District IV ceasing to exist, this contract will be terminated.
6. Should this contract be terminated per item 4 or 5 above, WSYSA District IV or the new entity absorbing all of the District's responsibilities agree to pay any and all remaining compensation due K-DAG Services under the original contract through its contract completion date of 31 July 2012 (capped at 3 months maximum). Such compensation will be considered a debt due for immediate payment to K-DAG Services. This debt is to be paid in full in accordance with the District IV Bylaws (Article VII, Section F.) before any remaining assets are distributed to its members.

7. Should K-DAG Services cease to exist during the term of this contract; the contract will be considered to be terminated at that time as if agreed to by both parties in writing (item 3 above) with no penalties to either party.

Compensation:

1. The initial rate of compensation is \$585.00 per week unless modified via negotiations between the parties in response to a newly requested service subsequent to the implementation of this contract. For the second year of this contact, commencing on 1 August 2011, the rate of compensation will be automatically increased (rounded to the nearest half dollar per week) by the Consumer Price Index (CPI) as calculated in January of 2011 by the U.S. Department of Labor for use by the US Government in applying COLA adjustments for its retirees. Should the CPI be zero or negative, then no change in rate of compensation will occur.
2. Payment is to be made to K-DAG Services on a Bi-Weekly basis commencing on the Monday following the completion of the 1st two-week period (01 Aug – 07 Aug 2010) of this contract continuing from the 2009-2010 contract and each subsequent two (2) week period through the duration of the contact.

This contract is agreed to on this day: 16 June 2010.



WSYSA District IV Commissioner
Kasey O'Leary



K-DAG Services Owner
D.R. Stephenson