

PERSONNEL EXCHANGE CONTRACT

THIS PERSONNEL EXCHANGE CONTRACT (the "Contract") is made and entered into between **THE BOARD OF EDUCATION OF SILVER GROVE INDEPENDENT SCHOOLS** ("Silver Grove") and **THE BOARD OF EDUCATION OF DAYTON INDEPENDENT SCHOOLS** ("Dayton"), as of the ____ day of _____, 20__

WITNESSETH:

WHEREAS, Silver Grove 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 Silver Grove 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.** Silver Grove, in consideration of the promises of Dayton stated in this contract, employs the Dayton finance officer and human resource/payroll administrator, and Dayton acquiesces in the employment for a twelve (12) month term commencing on the _____ day of _____, 20__ and ending on the _____ day of _____ 20__.

2. **Compensation.** Dayton shall receive an annual payment totaling **Forty-Five Thousand Dollars and Zero Cents. (\$45,000.00)**, 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.

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. 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 **Three-Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00)** payable to Dayton on the _____ 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 resource/payroll administrator;

c. Upon Silver Grove'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 15 days written notice to Silver Grove.

5. **Release of Liability.** In consideration of Dayton agreeing to the terms herein, Silver Grove, on behalf of the School District, the School Board and the School employees, administrators, agents and assigns (collectively “Releasors”), 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 Releasors. The terms of this Release are contractual in nature and not mere recitals.

6. **Waiver of Conflict.** Both Parties acknowledge that Zachary M. Lotspeich represents Silver Grove and that Matthew B. DeMarcus represents Dayton. Both Parties acknowledge that the aforementioned attorneys practice in the same law firm, and therefore, represent both Parties. Pursuant to SCR 3.130(1.7) there is a concurrent conflict of interest. There is a significant risk that the representation provided to each party is materially limited given that both lawyers are responsible for each client's interest, especially considering the attorneys' firm has represented each Party for a number of years. A conflict may arise where a Party wishes to terminate the Contract to the detriment of the other Party, or where a Party wishes to sue on the Contract where a breach of the Contract has occurred. Both Parties' interests would be better served by seeking outside counsel regarding this matter. However, given that both Parties are in agreement with these terms, and both Parties have been explained the implications of the common representation and the advantages and risks involved, the Parties agree to waive the conflict.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Contract in conformity with a resolution of the Board of Education for the Silver Grove Independent Schools, passed on April 16, 2018.

SILVER GROVE SUPERINTENDENT:



DENNIS MAINES

4-16-18

DATE

**BOARD OF EDUCATION OF
SILVER GROVE INDEPENDENT SCHOOLS**



JENNIFER STEIDEL-JONES VICE-CHAIRPERSON

4-16-18

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 _____, 20____.

DAYTON SUPERINTENDENT:

JAY BREWER

DATE

**BOARD OF EDUCATION OF
DAYTON INDEPENDENT SCHOOLS**

ROSANN SHARON-CHAIRPERSON

DATE