

SHARED SERVICES AGREEMENT

THIS AGREEMENT is made this 22nd day of August, 2016 between PENN HILLS SCHOOL DISTRICT (herein referred to as "PHSD") and PENN HILLS CHARTER SCHOOL OF ENTREPRENEURSHIP (referred to as "PHCSE").

WHEREAS, PHCSE operates a Charter School within the territorial limits of the PHSD;
and

WHEREAS, PHCSE's Charter grant contemplates collaboration with the PHSD; and

WHEREAS, in furtherance of that concept, the parties wish to enter into a shared services agreement, whereby PHSD would provide certain services to PHCSE as detailed herein;
and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties agree as follows:

1. **Term:** The term of this agreement is from August 23, 2016 through June 30, 2017.

There shall be no automatic renewal from year to year. Any additional renewal shall be by separate approval of the parties.

2. **Services:** PHSD agrees to provide the following basic services for the term of the agreement in accordance with PHSD approved school calendar:

- Landscaping (grass cutting, hedge trimming, weeding).
- Snow Removal.
- Simple/basic maintenance and including HVAC, Electrical and Plumbing.
- Custodial services, consisting of one custodian from 3:00 p.m. to 11:00 p.m.

- Two food service positions daily (9:00 a.m. through 2:00 p.m. for each school day).
 - Substitute coverage for the one custodial position and/or two food service positions when qualified substitutes in the PHSD pool are available.
3. Consideration: PHCSE agrees to pay the sum of \$140,000.00 in ten equal installments with each installment being due on the 10th day of each month during the term of the agreement.
 4. PHCSE will extend a first right of refusal to PHSD in the event any PHCSE position in the food services and/or custodial departments becomes vacant during the term of this agreement. PHSD reserves the right to place appropriately qualified PHSD employees in such vacant positions, with an additional fee that is mutually agreed upon by PHSD and PHCSE being charged to PHCSE for this extension of services. If PHSD declines to fill a vacancy, PHCSE retains the right to fill the vacancy through direct employment and/or through contracted services involving agencies other than PHSD.
 5. Employees performing these shared services shall be deemed PHSD Employees and PHSD shall be responsible for providing any benefits and insurance coverage, including workers' compensation for its said employees.
 6. The most senior qualified bargaining unit employee having interest in either of the positions may be selected for same, absent any compelling reason not to award the most senior person the position. PHCSE, reserves the right to meet with selected staff in advance of providing any services and to disapprove of the selected staff upon

good cause shown. In the event PHCSE has a reasonable objection to any of the selected staff, the next most senior interested staff member shall be considered.

7. PHSD plant services management reserves the right to assign current staff to perform other part-time work, (such as landscaping, snow removal, plumbing, electrical, HVAC and basic maintenance needs) to be completed at the former Washington Elementary, on an as needed from time to time basis.
8. PHCSE, will provide primary input into staff evaluations related to on site performance at the former Washington Elementary by whole positions and offer input on part-time work performed by PHSD staff.
9. PHSD shall provide proof of General Liability Insurance which shall be in effect for the duration of this agreement, with minimum coverages 1,000,000.00 for each occurrence. PHCSE shall be named as an additional insured on said insurance policy.
10. PHSD shall maintain all required clearances for all employees and vendors providing shared services with PHCSE and shall provide copies of same upon request during the term of this agreement, including but not limited to: Act 34, Pennsylvania State Police Criminal Record Check; Act 151, Child Abuse Clearance; Act 114, FBI Fingerprint Report; Act 24, PDE Form 6004, Arrest/Conviction Report & Certification Form
11. The terms and conditions of this Agreement shall be interpreted pursuant to the Laws of the Commonwealth of Pennsylvania. Any terms and conditions not set forth in this Agreement are subject to the mandatory arbitration clause set forth hereinafter.
12. This Agreement represents the entire understanding of the parties and there are no other covenants, conditions, or Agreements which are not specifically herein set forth.
13. Any amendments to this Agreement shall be in writing and executed by all of the parties hereto.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties hereby set their hands and seals the day and year first above written.

ATTEST:

D. Anse

THE PENN HILLS SCHOOL DISTRICT

[Signature]
By: Denise Graham-Shealey, President
Board of School Directors

PENN HILLS CHARTER SCHOOL
OF ENTREPRENEURSHIP

Cynthia A Spink

[Signature]
By: Wayne Joseph
Title COO