

FINANCIAL MANAGEMENT SERVICES AGREEMENT

THIS FINANCIAL MANAGEMENT SERVICES AGREEMENT is made as of this _____ day of September, 2020 by and between DM-MS Limited Liability Company (“DM-MS”), a Pennsylvania limited liability company, with its principal place of business located at 2524 White Trail Lane, White Oak, PA 15121 and CHARTIERS VALLEY SCHOOL DISTRICT (“CVSD”), with offices located at 2030 Swallow Hill Road, Pittsburgh, PA 15220.

WITNESSETH

WHEREAS, CVSD is in the process of filling a vacant Director of Finance and Operations position at the District;

WHEREAS, CVSD has a need for interim financial management and other related services during the period in which it is recruiting a new Director of Finance and Operations; and

WHEREAS, DM-MS is a provider of financial management and other related services and possesses experience in providing such professional services.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Services Provided. DM-MS will provide to CVSD, on an interim basis only, contracted financial management services and other related services requested by CVSD. Services shall be provided upon the request of the Superintendent and may include services customarily provided by a Director of Finance and Operations at CVSD, transition services and support for the new Director of Finance and Operations, and such other services as requested from time to time by the Superintendent. Services shall be provided on the days and at the times agreed to by the Superintendent. The estimated amount of days on which Services will be provided will be 10-12 days per month or an estimated 20-24 hours per week.

2. Term. This Agreement shall be effective as of September _____, 2020 and Services shall commence immediately. Subject to Paragraph 6 below, the Term shall continue until the earlier of (a) December 1, 2020 or (b) ten (10) days following the date on which a new Director of Finance and Operations assumes his or her position at CVSD. Notwithstanding the above, the term may be extended at any time or times at the discretion of CVSD.

3. Rates for Services. DM-MS's fees for the performance of Services under this Agreement are set forth as follows. Without limiting the foregoing, the fees set forth below are guaranteed until the expiration of this Agreement.

a. The daily rate for providing Services is \$600 per full day of Services, with a full day of Services meaning eight (8) hours of service (e.g. 7 a.m. – 3 p.m. or 8 a.m. – 4 p.m.) on a given day, and \$300 per half day of Services with a half day of Services meaning four (4) hours of service (e.g. 7 a.m. – 11 a.m.) on a given day. The hourly rate for Services that do not fall within a regular half-day or full-day of Services or that are provided in the evenings or on weekends shall be \$85 per hour.

4. Invoices. DM-MS shall submit to CVSD an invoice on the first (1st) and fifteenth (15th) day of each month for the Services provided under this Agreement. Invoices submitted to CVSD shall be due and payable net 14 days from CVSD's receipt of DM-MS's invoice.

5. Satisfactory Performance of Services. DM-MS represents and warrants that all Services and work performed by DM-MS and/or its employees under this Agreement shall be provided in a satisfactory and professional manner.

6. Termination. This Agreement may be terminated by either party as set forth below:

a. Termination by CVSD: CVSD may terminate this Agreement, at any time and with or without cause, upon fifteen (15) days prior written notice to DM-MS.

b. Termination by DM-MS: DM-MS may terminate this Agreement at any time, without cause, upon thirty (30) days prior written notice to CVSD. DM-MS may terminate this Agreement for cause upon fifteen (15) days prior written notice to CVSD; provided, however, that DM-MS provides CVSD with at least ten (10) days prior notice of the alleged breach and an opportunity to cure the breach. For purposes of the foregoing, "cause" shall be deemed to constitute a breach of any material term of this Agreement.

7. Notices. All notices that may be necessary or proper for either CVSD or DM-MS to give or deliver to the other shall be sent and shall be deemed given when sent by registered mail to the following addresses:

If to DM-MS:

DM-MS Limited Liability Company
2524 White Trail Lane
White Oak, PA 15220
ATTN: David Seropian

If to CVSD:

CVSD School District
2030 Swallow Hill Road
Pittsburgh, PA 15220
ATTN: Dr. Johannah Vanatta, Superintendent

8. Independent Contractor.

a. DM-MS shall act at all times as an independent contractor hereunder, and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between DM-MS and CVSD. DM-MS acknowledges and agrees that all individuals assigned to provide Services to CVSD are and shall at all times be employees of DM-MS, and shall not be entitled to participate in the employee benefit plans, including but not

limited to medical, dental, vision and other insurance plans or any pension or retirement benefit plan offered to employees of CVSD. DM-MS shall be solely responsible for maintaining worker's compensation, unemployment compensation and any other similar insurance or benefits for or on behalf of its employees in full compliance with all applicable laws.

b. DM-MS shall designate the following individual as the representative who shall be responsible for the performance of Services under this Agreement: David Seropian.

9. Indemnification. DM-MS shall defend, indemnify and hold CVSD and its directors, officers, employees, agents, representatives, affiliates and related companies ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") which arise out of or are related to DM-MS's performance under this Agreement including without limitation Losses that arise out of or result from the negligent acts or omissions of DM-MS or any employee of DM-MS; provided in each case that CVSD shall give prompt notice, cooperation and assistance to DM-MS relative to any such claim or suit, and provided further in each case that CVSD shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).

10. Confidentiality. DM-MS agrees that it will not disclose or make available any Confidential Information (as herein defined) of CVSD to any person or entity without the authorization of CVSD, nor shall DM-MS cause to be made, or permit or allow, either on its own behalf or others, any use of such Confidential Information other than for the provision of Services hereunder. DM-MS agrees not to use, transcribe, copy, duplicate or otherwise reproduce or retain all or any portion of any written Confidential Information or copies thereof and agrees that all written Confidential Information or copies thereof will be returned to CVSD promptly upon termination of the Services. For purposes of this Agreement, "Confidential information" shall mean all personnel records, financial information, medical information, protected health information, student records and information, and all other information or data identified to DM-MS by CVSD as confidential, and which are obtained by or furnished, disclosed or disseminated to DM-MS in the course of performing this Agreement. DM-MS further agrees that it shall at all times comply with the requirements of the Federal Educational Records Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA) and their respective implementing regulations, as applicable.

11. Clearances. All member or employees of DM-MS, including but not limited to David Seropian, having direct contact with children in the course of Services being rendered pursuant to this engagement must secure all necessary criminal history and child abuse history clearances as required by law. DM-MS agrees to secure and maintain on file with CVSD all clearances required under this paragraph prior to engaging in Services under this Agreement. All criminal history checks shall not be more than one (1) year old at the time of the engagement of service.

12. Insurance. DM-MS shall procure and maintain professional liability insurance with such limits as are acceptable to CVSD and shall provide CVSD with certificates of insurance evidencing such coverage. Such certificates shall provide for thirty (30) days prior

written notice to CVSD in the event of cancellation, non-renewal or any material change in coverage.

13. Tax Withholdings. DM-MS understands and acknowledges that any amount payable to DS-MS will be reported to the IRS on a 1099 form and no taxes will be withheld.

14. Assignment. The rights and obligations of DM-MS hereunder shall not be assigned without the prior written consent of the CVSD. Otherwise, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

15. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules.

16. Entire Agreement/Amendments. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements between CVSD and DM-MS relating thereto. This Agreement may not be altered, amended, modified or superseded except by a written instrument duly executed by each of the parties hereto. Any provision of this Agreement that is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

DM-MS LIMITED LIABILITY COMPANY

By: _____

Title: _____

Date: _____

CHARTIERS VALLEY SCHOOL DISTRICT

By: _____

Title: _____

Date: _____