

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021,
by and between:

CHARTIERS VALLEY SCHOOL DISTRICT
with its business office located at
2030 Swallow Hill Road, Pittsburgh, PA 15220-1699
hereinafter referred to as the "District"

and

PRECISION HR SOLUTIONS, INC.
and its Affiliate Entities
with an address of:
950 E Haverford Rd
Suite 100 C
Bryn Mawr, PA 19010
hereinafter referred to as "PHRS"

Witnesseth:

WHEREAS, the District desires that PHRS contract with the Chartiers Valley School District as an Independent Contractor to furnish "Substitutes" to the Chartiers Valley School District in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

The foregoing introductory paragraphs are incorporated herein by reference as if fully set forth herein.

1. The term of the Agreement shall commence on July 1, 2021, and expire on June 30, 2022, unless otherwise terminated as provided herein. The District shall have the right to extend this Agreement for an additional two (2) years, pursuant to the terms and conditions contained herein.
2. The individuals used by PHRS to perform services under this Agreement shall be employees of PHRS or an affiliate company of PHRS and are not employees of the District. Nothing contained in the Agreement shall be construed to establish PHRS as a Co-employer, partner, or joint venture of the District or as having any other relationship with the District, other than that of an independent contractor. PHRS shall have sole responsibility for all screening, hiring, training, supervision, discipline, and termination as necessary for each of its employees subject to the District's right to object to and prevent the use of any particular employee at the District, for any (legal) reason whatsoever. PHRS shall further be responsible for the work schedule of its employees, which shall coincide with the District's needs. The payment of Federal, State, and/or Commonwealth taxes, Social Security benefits, unemployment compensation taxes and wages, and any other benefits shall be the sole function and responsibility of

PHRS. District shall use PHRS as the sole and exclusive provider of Substitute Teacher services. The District will interview all new Substitute Teachers before they are added to the pool.

3. PHRS will maintain the following insurance throughout this Agreement:
 - Comprehensive general liability insurance and employment practices coverage, with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - Worker's compensation insurance to satisfy applicable statutory requirements.
 - Employer's liability insurance for legal liability for loss or damage to the District's property entrusted to PHRS arising from dishonesty of PHRS's employees.

All insurance policies will be underwritten by an insurer authorized to do business in Pennsylvania who is reasonably acceptable to the District.

4. The Bill Rates are as follow for the 2021/2022 school year shall be as follows.

Substitute Teachers & Nurses
\$140.80/day
Substitute Para-Professionals
\$12.28/hr

5. All Substitutes must have on file with the District Act 24, Act 34, act 114, and Act 151 Clearances and Federal Criminal history record information clearances prior to commencing work at the District. In addition, verification of PA teaching certifications and providing Act 126 mandated trainings and compliance with PA Act 168 for all new hires after December 22, 2014. The District reserves the right to withhold its approval or to reject any proposed PHRS employee and reserves the right to require the removal of any PHRS employee from the Chartiers Valley School District at any time for any reason. Said clearances provided to the District must be dated within one (1) year of the teacher being placed at the District. The District shall approve in writing all Substitutes being considered for assignment to the District prior to the Substitutes being assigned to the District.
6. PHRS and its employees will be of good moral character in all respects and will conduct themselves so as to display good moral character at all times while on the property of Chartiers Valley School District.
7. Employees of PHRS must adhere to proper conduct at all times. Employees of PHRS shall comply with all policies and procedures of the District.
8. The District reserves the right to accept or reject any individual provided by PHRS for any reason in the sole discretion of the District. The District further reserves the right to have PHRS provide references, resumes, and/or test scores for individual Substitutes upon request.
9. The Chartiers Valley School District reserves the right to interview any potential candidate for placement to determine their ability to perform the services required.

10. PHRS agrees to reimburse the District \$14,211.36 for the AESOP annual costs for the usage of this automated absence management system to fulfill the substitute staffing as deemed necessary by PHRS. PHRS would require a copy of the Annual bill by AESOP and deduct the amount from the amount invoiced monthly (10 months) by PHRS.
11. PHRS agrees to comply with all State, Federal and Local laws, and Regulations of the Pennsylvania Department of Education, and other applicable regulations, including but not limited to, Wage and Hour Laws, and Health and Safety Laws.
12. This Agreement may not be assigned, transferred or sublet by PHRS, with the exception that PHRS may subcontract this Agreement to any related or affiliated entities, as necessary, to fulfill the requirements of this Agreement. However, PHRS shall assume full responsibility for work of its subcontractor.

A sale of 50% or more of the stock or assets of PHRS shall constitute an event entitling the District to cancel this Agreement, if it so chooses. An Assignment for the benefit of creditors or the filing of a bankruptcy or appointment of a receiver shall likewise be cause for termination at the option of the District.

13. PHRS shall use its best efforts and due diligence in performing the services which it is obligated to provide to the District under the terms of this Agreement. PHRS shall perform such services in a manner reasonably acceptable to the District and shall supervise its employees as reasonably required to provide dependable, reliable, high quality service to the District. The employees assigned to the District shall be competent, adequately trained, trustworthy, reliable, and of good character, and shall conduct themselves in a professional manner. Such employees shall be properly screened by PHRS prior to assignment to the District.
14. PHRS shall indemnify and hold District harmless from and against all claims, costs, liabilities, actions suits and damages, including, without limitation, reasonable attorneys' fees and costs, for personal injury, property damage, theft, or otherwise, arising from breach or default on the part of PHRS or its employees in the performance of this agreement, or arising from any negligence or willful act or omission on the part of PHRS, or its employees, agents, or representatives.
15. This Agreement constitutes the entire agreement between the parties, and supersedes all other documents and correspondence. The parties shall not be bound by, or liable for any statement, covenant, representation, promise, inducement, or understanding not set forth herein. The contents of any and all bids or proposals, including any descriptions, or discussions, which are not specifically incorporated herein, are not part of this Agreement and shall have no effect or influence upon its interpretation. No amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing signed by both parties and approved by the Board of School Directors of the Chartiers Valley School District.
16. This Agreement may be terminated by the District at any time for cause. Cause shall be defined as a material deviation or violation of the terms and conditions of the Agreement by PHRS. Termination is subject to sixty (60) days written notice.
17. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania.

18. The provisions of this Agreement shall be deemed severable from each other, and if for any reason any section, clause, provision, or part thereof is found to be illegal, invalid unenforceable, or inoperative, such section, clause or provision shall not affect the validity or enforceability of any other section, clause or part thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, intending to be legally bound hereby as of the date first above written.

CHARTIERS VALLEY SCHOOL DISTRICT

Attest:

_____	Signature	_____	Signature
_____	Name	_____	Name
_____	Title	President, Board of School Directors	Title
_____	Date	_____	Date

PRECISION HR SOLUTIONS, INC.

Attest:

_____	Signature	_____	Signature
_____	Name	_____	Name
_____	Title	President	Title
_____	Date	_____	Date