

**EMPLOYEE SERVICES SHARING AGREEMENT**

THIS AGREEMENT is made this 1st day of June, 2010, by and between the SCHOOL BOARD OF THE COUNTY OF SPOTSYLVANIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "SSB"; and ORANGE COUNTY SCHOOL BOARD, hereinafter referred to as "OSB."

WHEREAS, SSB currently employs and intends to employ for the 2010-2011 school year an Energy Manager; and

WHEREAS, the Energy Manager works under the supervision of the SSB Director of Maintenance to establish accountability for energy consumption at every level in the school district, and is responsible for developing and monitoring the district's energy management program under board-level policy and Superintendent's guidelines for the purpose of reducing utility consumption; and

WHEREAS, OSB desires to obtain services of an Energy Manager for its district; and

WHEREAS, SSB and OSB desire to share the services of SSB's Energy Manager, in exchange for the payment by OSB to SSB of a pro rata portion of the Energy Manager's salary and overhead; and

WHEREAS, the parties intend for the Energy Manager to remain an employee of SSB and to be bound by all personnel policies of SSB;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, SSB and OSB agree as follows:

1. SSB intends to employ an Energy Manager for the 2010 – 2011 school year, and in future years.
2. The parties agree that, beginning on July 1, 2010, the Energy Manager shall perform work for SSB on Mondays, Wednesdays and Fridays, and shall perform work for OSB on Tuesdays and Thursdays. During any work week of less than five (5) days or during a week

containing holidays or annual leave days, the parties agree to work together so that the Energy Manager spends approximately 2/5 of his work hours during such week with OSB. The parties agree to work together to make any reasonable changes to such work schedule for their mutual benefit.

3. This Agreement shall have an initial term of one (1) year, from July 1, 2010, to June 20, 2011. This Agreement shall automatically renew in each subsequent year in which SSB employs an Energy Manager, unless terminated at least sixty (60) days prior to any renewed term.

4. In consideration of the services provided by SSB's Energy Manager to OSB during two days per week, OSB agrees to reimburse SSB for two-fifths (2/5) of all expenses relating to its Energy Manager, including his salary and overhead expenses. Such overhead expenses include, but are not limited to, health insurance benefits, retirement benefits, and other employer-paid benefits, including social security and Medicare deductions. SSB shall submit an invoice to OSB each semester for its 2/5 share of expenses, which shall be paid by OSB within thirty (30) days of its receipt. OSB further agrees to reimburse the Energy Manager directly for any travel expenses incurred by such Manager and submitted in accordance with the requirements of OSB, which requirements must be conveyed to the Energy Manager prior to July 1, 2010. OSB shall not be responsible for Energy Manager's travel between his home and his OSB worksite on days he is assigned to work in OSB. OSB will be responsible for travel incurred by Energy Manager while carrying out his official duties as OSB Energy Manager.

5. During the days that the Energy Manager performs work for OSB, the parties agree that OSB has the authority to direct and oversee the work performed by said Energy Manager.

6. The parties agree that the Energy Manager shall at all times remain the employee of SSB, and that he shall at all times be bound by all personnel policies of SSB, and shall receive all benefits of an SSB employee.

7. OSB agrees that it shall report to SSB any and all personnel issues relating to the Energy Manager so that SSB may take any necessary or appropriate actions pursuant to its policies.

8. Either SSB or OSB may terminate this Agreement without cause with sixty (60) days prior written notice to the other party, unless such Energy Manager is otherwise terminated by SSB in accordance with its policies. The parties further agree that this Agreement may be terminated immediately for good and just cause. Good and just cause includes, but is not limited to, an emergency event, employee discipline or grievance by the Energy Manager resulting in a finding that requires the removal of the employee from SSB or OSB, or cause which requires immediate termination in the employee's placement in the reasonable discretion of either party.

9. In the event of termination of this Agreement, OSB agrees to reimburse SSB for 2/5 of its costs incurred in the employment of its Energy Manager through the date of such termination.

10. OSB agrees that it shall not engage in any illegal discrimination with regard to the Energy Manager.

11. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

For SSB:  
Dr. Jerry W. Hill, Superintendent  
8020 River Stone Dr.  
Fredericksburg, VA 22407

For OSB:  
Dr. Robert P. Grimesey, Superintendent  
200 Dailey Drive  
Orange, VA 22960

The parties may amend such addresses by written notice to the other party at the given address.

10. The parties agree that this contract shall be governed by the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in Spotsylvania County, Virginia.

11. Neither party shall be liable for their failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered or prevented by an event of force majeure including, but not limited to, Act of God or act of terrorism.

12. The parties each agree to indemnify the other, and to hold the other harmless, for any and all losses, damages or liabilities incurred due to the illegal or intentional acts of the other relating to any claims brought by or on behalf of the Energy Manager, except that claims for Workers' Compensation benefits by the Energy Manager shall be the sole and exclusive responsibility of SSB.

13. The parties agree that each of them shall be responsible for any and all costs, expenses and attorneys' fees incurred by the other party due to a breach of this Agreement.

WITNESS the following signatures and seals in agreement with the above terms:

SCHOOL BOARD OF THE COUNTY OF SPOTSYLVANIA

By: \_\_\_\_\_  
J. Gilbert Seaux, Board Chairman

Date: \_\_\_\_\_

ORANGE COUNTY SCHOOL BOARD

By: \_\_\_\_\_  
Jerry Bledsoe, Board Chairman

Date: \_\_\_\_\_