**[SAMPLE] SHARED SERVICES AGREEMENT**

THIS SHARED SERVICES AGREEMENT (this “Agreement”) is entered into as of <<Insert Date>>, by and between <<Legal Name of Administrative Parish>>, a Wisconsin nonprofit corporation with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Administrative Parish”), and:

*(Cross out or delete excess parish names.)*

 <<Insert Legal Name of Parish Name 2>>, a Wisconsin nonprofit corporation with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parish 2”);

<<Insert Legal Name of Parish Name 3>>, a Wisconsin nonprofit corporation with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parish 3”);

<<Insert Legal Name of Parish Name 4>>, a Wisconsin nonprofit corporation with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parish 4”);

<<Insert Legal Name of Parish Name 5>>, a Wisconsin nonprofit corporation with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parish 5”);

<<Insert Legal Name of Parish Name 6>>, a Wisconsin nonprofit corporation with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parish 6”);

<<Insert Legal Name of Parish Name 7>>, a Wisconsin nonprofit corporation with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parish 7”); and

<<Insert Legal Name of Parish Name 8>>, a Wisconsin nonprofit corporation with its principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parish 8”).

Collectively, the non-administrative parishes will be referred to as “Participating Parishes.”

WHEREAS, the Parties have agreed that it is in their mutual best interest and in the best interests of stewardship for all parishes to collaborate by sharing certain Services (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Parish and Participating Parishes hereby agree as follows:

**AGREEMENT TERM**

This Agreement shall govern the performance of the Parties for the period from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless earlier terminated by either Party in accordance with the terms of this Agreement. All provisions of this Agreement shall apply to all Services (as defined below) and all periods of time in which Administrative Parish provides the Services to Participating Parishes. The Parties may mutually agree in writing to extend the Agreement Term or to adjust the allocations.

The services provided and the allocations between the Administrative Parish and Participating Parishes should be reviewed annually. If adjustments are required, an amendment to this shared service agreement may be made, terminating the current Exhibit and replacing it with a new Exhibit.

**SERVICES**

The Participating Parishes hereby retain Administrative Parish to provide the services set forth as follows: *(This needs to be defined by the parishes.)*

1. Priest Services:
2. Staff Services:
3. Non-Staff Expenses:

 Such other services as are agreed upon by Administrative Parish and Participating Parishes, in writing, from time to time.

**FACILITIES**

*(Delete if not needed.)*

Access to offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including conference rooms, for the purpose of collaboration in the performance of the Services.

**EQUIPMENT**

*(Delete if not needed.)*

Use of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the purpose of collaboration in the performance of the Services. (copiers, printers, phones, etc…)

**COSTS AND PAYMENTS**

Payment Terms. Except as set forth below, Participating Parishes shall reimburse Administrative Parish for the Services in an amount not exceeding the actual cost to Administrative Parish of providing such Services. Costs will be allocated across Participating Parishes according to the schedule in Exhibit A.

Taxes. Each Party shall be solely responsible for all tax filings, returns and payments required by any federal, state or local tax authority in connection with such Party’s obligations under this Agreement.

Invoices. On or before the \_\_\_\_ day of each month and in any event no later than 30 days after the earlier of the expiration or termination of this Agreement, Administrative Parish shall submit invoices for the most recent month ended to Participating Parishes, setting forth actual expenditures of Administrative Parish over such period in accordance with this Agreement. Administrative Parish shall make available to Participating Parishes sufficient information with each invoice to support the reimbursement computation upon request.

**SUPERVISION; COMPLIANCE WITH POLICIES.**

*(Delete if only one pastor is supervising staff.)*

* 1. Oversight of Shared Staff. Each Shared Staff shall be supervised while performing the Services as follows: *(this needs to be defined by parishes)* \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The parties agree that any changes to the supervisory and reporting obligations above require prior written approval by the Parishes.

 b. Compliance With Policies. The Parties agree that each Shared Staff shall be subject to and comply with the policies and procedures of Participating Parishes during the course of performing Services for Participating Parishes. *(This can be deleted if Parishes move to one employee handbook.)*

 c. Employment Matters. Neither Administrative Parish nor any Shared Staff performing Services under this Agreement shall be deemed to be an employee of Participating Parishes. All Shared Staff shall remain employees of Administrative Parish at all times and subject to their employment terms and conditions with Administrative Parish. The Parties agree that this Agreement will not affect the at-will employment status of any Shared Staff. Administrative Parish shall have sole authority to hire and fire any Shared Staff providing Services to Participating Parishes under this Agreement.

 d. No Employee Benefits. No Shared Staff shall be eligible to participate in any of Participating Parish’s employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Participating Parishes shall not provide workers’ compensation, disability insurance, Social Security, or unemployment compensation coverage or any other statutory benefits to Shared Staff. Administrative Parish agrees that it is solely responsible for reporting, withholding and paying income, Social Security, Medicare and other employment taxes due to the proper taxing authorities with respect to Shared Staff. Participating Parish(es) agree(s) not to withhold Social Security, Medicare or income taxes from its payments under this Agreement or to make Social Security or Medicare payments or unemployment compensation contributions on Administrative Parish’s behalf.

**TERMINATION**

Termination for Convenience: Either Party may terminate this Agreement by providing written notice of such termination to the other Party, which notice shall take effect thirty (30) days after delivery of the notice by the terminating Party.

Immediate Termination: Either Party may terminate this Agreement immediately upon providing written notice of such termination to other Party if: (i) the other Party materially breaches any of its obligations under this Agreement; or (ii) either Party experiences a termination, suspension, or reduction of funding that materially impacts its ability to perform any of its obligations under this Agreement.

**GENERAL PROVISIONS**

Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin, without giving effect to the conflicts of laws provisions thereof.

Integration. This Agreement contains the entire agreement of the Parties and supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.

No Third Party Beneficiaries. Nothing in this Agreement shall be construed as giving any person, corporation or other entity other than the Parties any right, remedy or claim under or in respect of this Agreement or any provision hereof.

Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

Waiver of Breach. The waiver by either Party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other Party of the same or of different provisions.

Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective and permitted successors, transferees and assigns. Neither Party may assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without the other Party’s prior written consent, which such Party may withhold in its sole discretion.

Amendment. Any amendment to this Agreement shall be reduced to writing, signed by an authorized representative of each Party and attached to this Agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

*(Replace Parish # with legal name of Parish. Delete excess parish references for signatures if not applicable.)*

**Administrative Parish and Participating Parishes**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: Pastor

**Administrative Parish Parish 2**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Trustee - Treasurer Title: Trustee - Treasurer

**Administrative Parish Parish 2**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Trustee - Secretary Title: Trustee - Secretary

**Parish 3 Parish 4**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Trustee - Treasurer Title: Trustee - Treasurer

**Parish 3 Parish 4**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Trustee - Secretary Title: Trustee - Secretary

**Parish 5 Parish 6**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Trustee - Treasurer Title: Trustee - Treasurer

**Parish 5 Parish 6**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Trustee - Secretary Title: Trustee - Secretary

**Parish 7 Parish 8**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Trustee - Treasurer Title: Trustee - Treasurer

**Parish 7 Parish 8**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Title: Trustee - Secretary Title: Trustee - Secretary

**Exhibit A: Allocation Schedule as of July 1, 202X**

<<Insert Allocation Schedule. Example below.>>

Staff Allocations:



Non-Staff Allocations:

