

EMPLOYMENT SERVICES LEASE AGREEMENT

THIS AGREEMENT is made and entered into as of this day of April, 2020, between the OSHKOSH AREA SCHOOL DISTRICT, referred to as "the DISTRICT," and WINNEBAGO COUNTY, hereinafter referred to as "COUNTY."

W I T N E S S E T H

WHEREAS, the United States is currently facing a health crisis involving the COVID-19 virus; and

WHEREAS, the State of Wisconsin has declared a health emergency; and

WHEREAS, the DISTRICT currently employs certain persons that provide health care services; and

WHEREAS, schools in Wisconsin are currently closed under state order due to the crisis limiting the current use of the DISTRICT health care employees; and

WHEREAS, the COUNTY is in need of additional health care staff due to the crisis; and

WHEREAS, the DISTRICT is agreeable to lease certain health care employees to the COUNTY to perform services in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the sufficiency of which is hereby acknowledged the DISTRICT and the COUNTY agree as follows:

1. **Employee Services.** During the term of this Agreement, the DISTRICT shall provide the COUNTY with the employee services of part-time telephonic/virtual nurse support. During the Term hereof, the employees shall dedicate part-time hours to and for the benefit of the COUNTY and therefore, shall work at the direction and control of the COUNTY. This work shall be limited to phone service/virtual nurse support duties. The remaining hours of work shall be under the control and direction of the DISTRICT. It is understood that work for the County beyond phone service/virtual support work shall occur only upon further written agreement of the COUNTY and DISTRICT. The DISTRICT shall continue to pay the leased employees their regular pay and will continue their benefits as provided by DISTRICT. The COUNTY shall reimburse the DISTRICT as set forth herein. These leased employees shall not be considered to be employees of the COUNTY. The COUNTY will not pay or withhold federal, state, or local income taxes or other payroll taxes of any kind. These leased employees are not eligible for, nor entitled to, and shall not participate in any of the COUNTY'S pension, health or other benefits plans.

2. **Term.** This Agreement shall commence as of April __, 2020, and shall terminate on no less than five (5) days written notice by either party.

3. **Employee Pay, Benefits and Hours.** The DISTRICT shall continue to pay the leased employees their regular pay and will continue their benefits as provided by DISTRICT while performing work for the COUNTY under this Agreement.

4. **Payments to the DISTRICT.**

- a. The COUNTY shall pay monthly reimbursement to the DISTRICT for the compensation and benefits costs provided to the employees by the DISTRICT for the services to be provided during the Term pursuant to this Agreement.
- b. The COUNTY shall submit monthly hourly reports to the DISTRICT which include the names of employees leased and the respective hours worked.
- c. Payments under this Agreement may be modified from time to time, pursuant to the undersigned parties' written agreement.
- d. The reimbursement rate for school district health assistants (LPN and RN) will be \$20.05 per hour, while the reimbursement rate for school nurses (RN) will be \$35.83 per hour.

5. **Assignment.** This Agreement shall not be assigned by either party hereto without the express prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives, and assigns.

6. **Liability Insurances.** The COUNTY will secure and maintain such insurance embracing comprehensive and general liability of the COUNTY as will protect the DISTRICT from claims of bodily injury, death or property damage which may arise from the performance of its services under this Agreement.

The DISTRICT will continue to maintain all insurance, including comprehensive and general insurance for the benefit of employees covered by this Employment Services Lease Agreement and for the COUNTY from claims of bodily injury, death or property damage which may arise from the performance of the DISTRICT employees services under this Agreement.

7. **Indemnification and Hold Harmless:** The DISTRICT and COUNTY each agree at all times during the term of this agreement to indemnify, save harmless and defend the OTHER, its boards, commissions, agencies, officers employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that EITHER its officers, employees, agencies, boards commissions and representatives may sustain or incur or be required to pay by reason of the DISTRICT furnishing the services provided under this agreement. Under such indemnification, the EACH PARTY reserves the right to select its legal representation with fees attributable to THEMSELVES.

8. **Separability and Construction.** Each Paragraph of this Agreement shall be separately enforceable and the invalidity of one Paragraph shall not constitute a basis for declaring the other Paragraphs unenforceable. This Agreement shall be construed under the laws of the state of Wisconsin. This Agreement supersedes all prior agreements of the parties whether written or oral, and contains all of the terms of the undersigned parties' agreements with respect to the matters addressed herein.

9. **Wisconsin Law Controlling.** It is expressly understood and agreed to by the parties that in the event of any disagreements or controversy between the parties, Wisconsin law shall be controlling.

10. **Arbitration.** Claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining.

11. **Delivery by Mail.** Notices, bills, invoices and reports required by this agreement shall be deemed delivered as of the date of the postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's given address.

12. **Provider Efficiency.** In providing services under this agreement, the DISTRICT and its employees covered by this Employment Services Lease Agreement agree to cooperate with the various departments, agencies, employees and officers of the COUNTY.

13. This Agreement may be executed in counterparts, which shall form one original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, months, and year first above written.

Oshkosh Area School District Superintendent

By: _____
Witness

Winnebago County

By: _____
Witness