

PURCHASED SERVICES AGREEMENT

WHEREAS _____ (hereinafter "Employer") (_____, Wisconsin) is a _____;

WHEREAS _____ (hereinafter "Service Purchaser") (_____, Wisconsin) is a _____;

WHEREAS, _____ (hereinafter "Employee") seeks employment with the Employer, and the Employer wish to employ the Employee;

WHEREAS, in the interest of promoting justice in employment within the Roman Catholic Church, the Employer and Service Purchaser propose to enter into this Purchased Services Agreement relating to Employee;

NOW THEREFORE, in consideration for the mutual promises contained herein, Employer and Service Purchaser, as follows:

Article I. Purpose and Scope

1. Employer. Employer is hereby designated as the employer of Employee. This Agreement shall not negatively impact Employee's terms of employment.

2. Employment:

a. Hours of Service. Employee shall work a maximum of _____ (_____) hours per week.

b. Employee shall be employed in the capacity of _____.

c. Employee's duties as _____ shall include

identified in the job description attached hereto as Exhibit _____.

d. Employee's payroll rate shall be:

i. \$ _____ per hour for service at Employer

ii. \$ _____ per hour for service at Service Purchaser

3. Purchase of Services by the Service Purchaser:

a. Hours of Service. The Service Purchaser shall purchase not greater than _____ hours of service per week from the Employer.

b. Employee shall maintain records of Employee's time of service at the Service Purchaser, which shall be provided to the Employer.

c. Services shall be in the capacity of _____.

d. In that capacity, the duties shall include shall include _____

4. Nothing in this Agreement shall prevent a Party/the Parties from modifying the Employee's job title or duties at any time during the term of this Agreement.

Article II. Compensation

1. Employee shall be paid by the Parish with payroll payments being made pursuant to the Employer's regular payroll schedule.

2. Payments under this agreement shall commence after the Agreement becomes effective.

3. Wages and employment benefits due to Employee shall be provided to Employee by the Employer. Wages paid to the Employee by the Parish pursuant to Section I(2)(d), above, shall be billed, along with applicable unemployment taxes, Social Security tax, Medicare tax, etc., to the Service Purchaser by the Employer. The cost of the benefits provided to Employee by the Employer shall be paid billed to the Service Purchaser by the Employer on the following basis:

4. Any other costs of Employee's employment or benefits to which Employee is eligible shall be shared between the Employer and the Service Purchaser on the following basis:

5. Overtime. If, in any applicable time period, Employee works hours defined as overtime and/or that qualify for an overtime rate of pay, as defined by applicable State or Federal law, the cost of wages of overtime shall be allocated between the parties on the following basis:

Article III. General Provisions

1. Effective Date. This Agreement shall take effect upon the adoption by the appropriate resolutions by all the parties thereto, and the execution of the Agreement by the authorized officials.

2. Term. The term of this Agreement shall be for an indefinite period commencing on the Effective Date.

3. Termination. Either Party may terminate this Agreement upon reasonable notice.

4. Post-Termination Agreements. If either Party's termination of this Agreement, pursuant to Article III(3), above, creates any obligation to Employee for which either or both Parties will remain liable, e.g., the continuation of benefits during an employee's stability period under applicable Affordable Care Act provisions, etc., the Parties' shall continue to share in any such continued costs according to the last allocation in place under Section II(3), above., until the Part(y's)(ies') obligation(s) are fulfilled.

5. Joint Venture. This Agreement is not intended to cause or function as a merger of the Parish and School, nor does it constitute a joint employer, partnership or joint venture between the Parties.

6. Amendments. This Agreement may not be amended or modified, except by instrument in writing and signed by each party.

7. At Will Employment. This Agreement shall not constitute an employment contract for the Employee. Employee remains an employee at will, except to the extent Employee's employment is governed by any contract separately entered into between Employer and Employee or Service Purchaser and Employee, and notwithstanding any such contract, either party may terminate Employee's employment and cancel its consent to this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement effective as set forth above.

Dated this ____ day of _____, 2016. Dated this ____ day of _____, 2016.

Employer:

Service Purchaser:

By:

By: