



Menasha Joint School District (www.mjsdk12.wi.us)

Business & Personnel Services

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DATE: October 26, 2009
TO: Susan Nett RN MPA
Public Health Director
C/Menasha Health Department
FROM: Mark Van Der Zee, Director
SUBJECT: Amendment to School Health Aids Contract

It is the intent of the Menasha Joint School District to:

AMEND THE HEALTH SERVICE AIDES INTER-MUNICIPAL GOVERNMENT 66.0301 AGREEMENT BETWEEN MENASHA JOINT SCHOOL DISTRICT AND THE CITY OF MENASHA dated January 31st, 2001 AS FOLLOWS:

1. In the first WHEREAS clause, delete "at Nicolet, Jefferson, Clovis Grove, Butte des Morts, and Gegan Elementary Schools, and Maplewood Middle School" and replace with "for the Menasha Joint School District."
2. In paragraph #1, change 2,340 hours to 2925 hours.

It is anticipated that the amended agreement will be presented and recommended for approval by the Board of Education at their next regular meeting scheduled for November 9, 2009.

Please expedite the any requests for staffing as soon as possible.

Thank you.

MARK VAN DER ZEE
Director of Business & Personnel Services

"Reaching Every Student Every Day"

HEALTH SERVICE AIDES

Inter-Municipal Government

66.30 0301 Agreement

WHEREAS, the Menasha Joint School District (hereinafter “District”) and the City of Menasha (hereinafter “City”) desire to share in the personnel and costs necessary to provide Health Aide Services at Nicolet, Jefferson, Clovis Grove, Butte des Morts, and Gegan Elementary Schools, and Maplewood Middle School for the District; and

WHEREAS, both parties desire through this agreement to enter into an intergovernmental agreement pursuant to Section 66.30, Wisconsin Statutes;

NOW, THEREFORE, the parties, by their signatures, do hereby agree as follows:

1. **Personnel** - The City and the District hereby agree that the City of Menasha Health Department shall provide health aide services to the District on an annual basis not to exceed ~~2,340~~ 2925 hours in aggregate. The health aides shall be named and employed by the City in consultation with representatives from the District. Should the district disagree with the selection of the health aides, the sole remedy for the district is to terminate this agreement pursuant to paragraph 3.
2. **Rate of Pay** - The rate of pay shall include such wages and other fringe benefits determined by the City in consultation with representatives from the District. Should the district disagree with the rate of pay of the health aides, the sole remedy for the district is to terminate this agreement pursuant to paragraph 3.
3. **Term of Agreement** - The term of this agreement shall be for a period of six (6) months, from January 1, 2001 through June 30, 2001 and shall continue on an annual basis from July 1, 2001 unless either party gives sixty (60) days advance notice of non-renewal.
4. **Supervision** – The City shall verify that 100% of the health aide work schedules will be assigned to serve the District as part of this agreement. The City shall be responsible for supervision of the health aides in consultation with representatives from the District. All health aides shall be obligated to comply with all appropriate school policies. The District shall provide the City with a copy of these policies. The City, in consultation with the District, shall have all right to determine whether compliance with school policies is in order and all right to determine consequences, if necessary, in the event of non-compliance.
5. **Insurance** – The City shall provide liability insurance coverage for its employees covered by this agreement. The District’s liability insurance shall be extended to cover the District for medical malpractice claims.
6. **Payments** – The District agrees to reimburse the City 100% of the actual expenditures incurred by the City of Menasha Health Department to provide health aide services at the schools indicated above, less any related government aid received. Actual expenditures shall include wages, social

security, and workers compensation. Reimbursement for expenditures other than those identified above shall have prior approval by the District. The City shall invoice the District semi-annual basis. The City shall invoice the District on December 15th for 50% of the estimated cost and the balance of the actual cost on June 15th.

7. **Maximum hours** - No health aide may work on an average more than 15 hours/week, and may not work 600 hours annually. Any other employment by either the City or the District must be included for purposes of this paragraph. In no event may any health aide be scheduled such that the health aide is eligible for overtime pay. The City will establish the specific hours of work in consultation with representatives of the District.
8. **Materials** -The District shall supply any materials necessary for the health aides. The District shall also provide necessary space for the health aide to perform the responsibilities of the position, including but not limited to office and desk space.
9. **Training** - Any training costs are the responsibility of the District. No compensation shall be given to the City for any training provided by City employees without a separate agreement.
10. **Absences** - In the event any health aide is unavailable to provide health aide services on any particular occasion, the District shall be responsible to provide other staff to perform those duties temporarily.
11. **Transportation** - It is expected that any health aide shall be assigned on a daily basis to a particular school. Neither the District nor the City shall require a health aide to move from one school to another during any particular day. However, a health aide may be reassigned to another school on any given day.
12. **Hiring procedures** - Each party is responsible to pay for any pre-employment testing which it requires.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2000.

MENASHA JOINT SCHOOL DISTRICT, by:

President

Clerk

CITY OF MENASHA, by:

Mayor

Clerk