



EMPLOYMENT AGREEMENT

AGREEMENT dated as of the _____ day of _____, 2020, by **Wisconsin Illinois Senior Housing Inc.** ("Employer"), with location at 13185 W. Green Mountain Drive, Lakewood, CO 80228 and _____ ("Nurse"), presently of _____

IT IS HEREBY AGREED, by and between Employer and Nurse, for and in consideration of the mutual promises herein contained, and the undertakings of the parties herein set forth, as follows:

1. **EMPLOYMENT.** Employer agrees to employ Nurse and Nurse hereby accepts employment with Employer upon the terms and conditions herein set forth. Employer's registered nursing positions include skilled nursing and all related tasks and responsibilities.
2. **TERM.** The term of this Agreement shall begin on the first (1st) day of employment at facility, _____, 2020, at _____ (facility) and shall continue to be in effect until three (3) years of full-time employment and equivalent hours are completed, or otherwise terminated by either party as provided herein. This term shall also include at whatever position that may be held upon the first day of employment. It is also agreed that employee must be licensed by the State by ninety days (90) of employment. Employee may begin work prior to their nursing license being granted in a position employee is qualified to perform.
3. **COMPENSATION.** Once Nurse is eligible to work as a registered nurse for Wisconsin Illinois Senior Housing Inc., Employer shall pay Nurse \$ _____ per hour of total compensation, plus any generally applicable shift differential or premium payment. Work in excess of forty (40) hours in one workweek shall be compensated at one and one-half (1-1/2) times Nurse's regular hourly rate. Wage payments shall be subject to withholding and other applicable taxes. Employer retains sole discretion to adjust Nurse's wage rate from time to time. Employer shall determine at its sole discretion whether and to what extent Nurse may be entitled to bonuses in addition to wages.
4. **FRINGE BENEFITS.** Nurse shall be entitled to the standard fringe benefits for similarly situated employees of the Employer in accordance with the terms of the respective plans, including any modifications to such benefits as may be made from time to time, as long as such benefits or any one of them are kept in force by Employer. Nurse shall also be provided with housing for the first three months after beginning employment with Employer. Housing is provided for the nurse only. Any other provisions for the nurse's family members will need to be discussed in advance.

Nurse is entitled to take accrued vacation and sick leave according to Wisconsin Illinois Senior Housing Inc. policies. During term of agreement, nurse shall not take vacation time off longer than 10 days without the express consent of either the COO (Chief Operating Officer) or the facility Administrator including leave without pay.

5. **DUTIES.** Nurse's duties and responsibilities as a registered nurse shall be as described on the attached job description, and shall include such other duties and responsibilities as may be assigned by Employer to Nurse. It is understood that Employer may, from time to time, add to, curtail or otherwise modify Nurse's precise duties and responsibilities. Nurse hereby agrees to abide by the established policies and procedures of the Employer.
6. **ACCURACY OF NURSE'S REPRESENTATIONS.** Nurse certifies that all statements and representations he/she has made to Employer in connection with his/her application for employment with Employer are



true and correct, and that if any fact was misrepresented by Nurse, this shall constitute just cause for Nurse's immediate dismissal and the termination of this Agreement.

7. **CRIMINAL RECORD.** Nurse acknowledges that prior to executing this Agreement, he/she was afforded the opportunity to describe and explain in writing any crime of which he/she has been convicted and which was not annulled or expunged or sealed by a court, and that, unless such a description/explanation has been submitted to Employer in writing, his/her execution of this Agreement constitutes his/her certification that he/she has not been convicted of any such crime. False certification shall be just cause for immediate dismissal and the termination of this Agreement. In addition, a background check will be conducted prior to taking any required credentialing/certification evaluation services or State licensing requirements.
8. **DEATH.** If Nurse dies, this Agreement shall terminate, and Employer shall have no further obligations or liabilities hereunder to Nurse's estate or legal representative or otherwise other than to pay any wages earned up to the date of death.
9. **TERMINATION FOR CAUSE.** Employer shall have the right at any time to terminate Nurse's employment for just cause. For the purposes of this Agreement, termination for just cause shall include, without limitation, termination for personal dishonesty, willful misconduct as defined under the State of _____ Unemployment Compensation Law, breach of fiduciary duty involving personal profit, conviction of a misdemeanor or felony, willful violation of any law or regulation, willful or intentional breach or neglect by Nurse of her duties, persistent negligence or misconduct in the performance of such duties, material breach of any provision of this agreement, or failure to abide by the Employer's established policies and procedures.

In the event employment is terminated for just cause, Nurse shall have no right to compensation or other benefits beyond the date of termination and shall be liable to Employer for sum of contract, as stated in Addendum to Employee Agreement (Promissory Note). Nurse agrees that any such amounts owing by Nurse to Employer may be deducted from any wages or other sums due Nurse, to the maximum extent permitted by law.

10. **TERMINATION WITHOUT CAUSE.** Employer may without cause terminate this Agreement at any time by giving thirty (30) days written notice to Nurse. In that event, Nurse, if requested by Employer, shall continue to render services and shall be paid up to the date of termination. Nurse may without cause terminate this Agreement, giving thirty (30) days written notice to Employer. In such event, Nurse shall upon request continue to render services and shall be paid Nurse's regular wages up to the date of termination. If such notice is given within three (3) years after Nurse begins employment under this Agreement, he/she shall be liable to Employer for expenses incurred by Employer in securing Nurse's services, including all sums paid for Recruitment and any other relocation expenses, and adjusted by credits (\$200.00 credit per month), as set forth in the Addendum attached to this employee agreement (Promissory Note).
11. **Breach Obligation.** In the event of failure to comply with the terms and conditions of this Agreement, including but not limited to a failure to appear at employers work site or a refusal to accept a specific assignment for which you are clinically qualified and which occurs any time after signing this Agreement (hereinafter referred to as "Early Termination"), you agree that damages sustained by employer in the event of this Early Termination are impossible, or at least very difficult, to estimate accurately and, for that reason, you agree that the amount stated below is a reasonable forecast of fair compensation for any such breach.

It is hereby agreed that you will be liable to employer, and employer has the right to recover its cost in recruiting and relocating as well as its lost profits. Nurse further acknowledges that employer has suffered and Nurse agrees to pay to employer the balance owed on Promissory Note after credits deducted, the aggregate amount being Seven Thousand Two Hundred Dollars (\$7,200.00) within ten (10) days of such



termination. Credits will be applied monthly up to three (3) years at Two Hundred Dollars (\$200.00 per month), per addendum (Promissory Note) attached.

12. **RESTRICTIVE COVENANTS.** In consideration of the promises and undertakings of Employer as set forth herein, Nurse agrees that he/she shall not, during the term of this Agreement render nursing or other health-care related services within a 50-mile radius of the _____ area without written permission from Employer.

Nurse hereby acknowledges that the aforesaid covenants and restrictions are reasonable and necessary to protect the legitimate interests of Employer, that such restrictions are incidental to this Agreement, that Employer would not have entered into this Agreement in the absence of such restrictions, and that the violation thereof will result in irreparable injury to Employer. Nurse also acknowledges that Employer shall be entitled to temporary, preliminary and permanent injunctive relief, without the posting of any bond or other security, and without the necessity of proving actual damages, as well as an equitable accounting of all earnings, profits or other benefits arising from any violation hereof, which rights shall be cumulative and in addition to all other rights and remedies to which Employer may be entitled. The provisions of this section, including but not limited to Employer's rights to injunctive relief, shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the period provided in this Section.

13. **WAIVER OF BREACH.** Employer's waiver of a breach of any provision of this Agreement by Nurse shall not operate or be construed as a waiver of any subsequent breach by Nurse. No waiver shall be valid unless in writing and signed by an authorized officer of Employer.

14. **PRIOR AGREEMENTS.** Nurse represents to Employer (a) that there are no restrictions, agreements or understandings whatsoever to which Nurse is a party which would prevent or make unlawful his/her execution of this Agreement or his/her employment hereunder, (b) that his/her execution of this Agreement and his/her employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which he/she is a party or by which he/she is bound, and (c) that he/she is free and able to execute this Agreement and to enter into employment with Employer.

15. **ASSIGNMENT.** Nurse acknowledges that Nurse's services are unique and personal. Accordingly, Nurse may not assign his/her rights or delegate his/her duties or obligations under this Agreement. This Agreement shall be assignable by Employer, and shall inure to the benefit of and shall be binding upon Employer, and its successors and assigns.

Employee specifically acknowledges the likelihood that this Agreement may be assigned to a subsidiary or other entity affiliated with Employer at any time, and that such assignment shall have no effect on Nurse's rights and obligations under this Agreement.

16. **ENTIRE AGREEMENT.** This written Agreement supersedes any prior understandings or agreements, proposed or otherwise, oral or in writing, between Nurse and Employer relative to employment of Nurse by Employer, and constitutes the entire understanding between Nurse and Employer. This Agreement may be modified only in writing signed by Nurse and an authorized representative of Employer, and shall be binding upon Nurse, his/her heirs and legal representatives. The parties further acknowledge that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth, and each of the parties hereto acknowledges that he/she or it has relied on his/her or its own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made prior to this date by either of them to the other are void and of no effect and that neither of them has relied on them in connection with his/her or its dealings with the other.

17. **SEVERABILITY.** The provisions and restrictions contained in this Agreement shall be severable. If any provision or restriction in this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable, the remaining provisions nevertheless shall continue in full force and effect and be binding upon the parties without being impaired or invalidated in any way.



- 18. **HEADINGS.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 19. **COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 20. **NOTICE TO PROSPECTIVE EMPLOYERS.** Nurse agrees that before accepting employment with any employer other than Employer or any subsidiary or affiliate of Employer, he/she shall provide said prospective employer with a copy of this Agreement.
- 21. **ARBITRATION.** Any controversy, claim or dispute arising out of, relating to or concerning this Agreement or its breach or the rights and obligations of the parties hereto, excluding paragraph 12 (Restrictive Covenant) shall be settled by arbitration in the City/County of _____ in accordance with the American Arbitration Association National Rules for the Resolution of Employment Disputes, effective at that time. The arbitrator shall determine all disputes or questions concerning the existence, validity, interpretation, application and enforceability of this agreement to arbitrate.

In connection with the arbitration of any dispute or claim, the arbitrator shall be limited in prescribing a remedy allowed under the law for any claim brought. The costs of the arbitration shall be borne by Wisconsin Illinois Senior Housing Inc., unless the arbitrator finds that Nurse's claim is frivolous, in which case the costs shall be borne by the Nurse. The parties shall otherwise bear their own attorney's fees and other costs.

The provisions of this paragraph shall survive the termination of this Agreement.

- 22. **CHOICE OF LAW.** The laws of the State of _____ shall control with respect to the construction and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at

_____, as of the date first written above.

Wisconsin Illinois Senior Housing Inc.

Employee

BY: Stephanie Sherman
Chief Operating Officer
Carriage Healthcare Companies, Inc.

ENTER NAME HERE
Employee

Date: _____

Date: _____