

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

COUNTY OF DANE

Employment Services Agreement

THIS AGREEMENT, made and entered into by and between the County of Dane (hereinafter referred to as "EMPLOYER") and Thomas L. Schlenker (hereinafter, "EMPLOYEE"),

WITNESSETH:

WHEREAS EMPLOYER whose address is c/o County Executive, 421 City-County Building, Madison, WI 53703, desires to obtain the services of EMPLOYEE to serve as Director of the Dane County and City of Madison Public Health Departments and the combined department when merger of those departments is complete;

WHEREAS the Mayor of the City of Madison (Mayor) and the Chair of the Board of Health for Madison and Dane County (Joint Board of Health) desire to obtain the services of EMPLOYEE;

WHEREAS EMPLOYEE, whose current address is 8620 113th Avenue, Pleasant Prairie, WI 53158, is able and willing to serve as director of EMPLOYER's and Madison's public health departments and to otherwise provide the duties set forth herein;

WHEREAS EMPLOYEE will serve as Joint Director for both EMPLOYER's and Madison's Health Departments and eventually the merged department, but for ease of administration, EMPLOYEE must initially be an employee of either EMPLOYER or the City of Madison, and will be an employee of EMPLOYER;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, EMPLOYER and EMPLOYEE do agree as follows:

1. CONDITIONS OF EMPLOYMENT; GENERAL PROVISIONS. Employment of EMPLOYEE is subject to the general supervision and shall be conducted pursuant to the orders, advice and direction of the Joint Board of Health, the Dane County Executive and the Mayor, as defined in any intergovernmental agreement between Dane County and the City of Madison. Employment is further subject to EMPLOYEE's compliance with and implementation of policies established from time to time by EMPLOYER in the exercise of its lawful authority. EMPLOYEE shall perform such other duties as are customarily performed by one holding the same or similar positions in other governmental organizations or businesses which provide similar services.

2. DUTIES OF EMPLOYEE; GENERAL PROVISIONS. EMPLOYEE agrees to perform lawfully, faithfully, industriously, competently, dutifully and to the best of EMPLOYEE's ability, all of the duties that may be required of EMPLOYEE pursuant to the express or implied terms of this Agreement, to the level of satisfaction that the county executive may reasonably require.

3. DUTIES OF EMPLOYEE; JOB DESCRIPTION. The duties of EMPLOYEE shall include but not be limited to those expressly stated or implied in the attached job description for the position, as may be revised from time to time by EMPLOYER (with the concurrence of the Mayor), as circumstances change, and as set forth in applicable state statutes. By no later than July 1, 2006,

53 employee shall have established residence in Dane County and shall reside in Dane County
54 throughout the term of the Agreement.
55

56 4. DUTIES OF EMPLOYEE; OFFICIAL ACTS OF DANE COUNTY BOARD, CITY OF
57 MADISON COMMON COUNCIL AND JOINT BOARD OF HEALTH. The duties of EMPLOYEE shall
58 also include but not be limited to those expressly stated or implied in the ordinances, resolutions or
59 motions of EMPLOYER's county board of supervisors or any of its committees acting within the
60 scope of their lawful authority, the City of Madison common council any of its committees acting
61 within the scope of their lawful authority and the Joint Board of Health or any of its committees acting
62 within the scope of their lawful authority.
63

64 5. DUTIES OF EMPLOYEE; DIRECTIVES OF DANE COUNTY EXECUTIVE, CITY OF
65 MADISON MAYOR AND JOINT BOARD OF HEALTH. The duties of EMPLOYEE shall also include
66 but not be limited to those expressly stated or implied in orders, directives, or rules of the Dane
67 County Executive, the Mayor of Madison, or the Joint Board of Health.
68

69 6. TERM OF AGREEMENT. The term of this Agreement shall be a period of 5 years,
70 commencing at 12:01 a.m. on 12/19/05 and expiring as of 11:59 p.m. on 12/18/10, unless earlier
71 terminated under other provisions of this Agreement or by operation of law.
72

73 7. NONRENEWAL OF AGREEMENT. At its expiration this Agreement shall not be considered
74 renewed unless extended in writing by mutual agreement of the parties. If it is the County
75 Executive's, Mayor's and Joint Board of Health's intention not to renew this Agreement, the County
76 Executive, Mayor and Joint Board of Health will attempt to give EMPLOYEE three (3) months
77 advance written notice of the intent not to renew this Agreement, provided, however, that failure to
78 give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment
79 beyond the expiration date of this Agreement. If a resolution to renew or extend this Agreement has
80 been introduced to the Dane County Board of Supervisors and the City of Madison Common
81 Council, the County Executive and Mayor may extend EMPLOYEE's employment on a month-to-
82 month basis for a period not to exceed 3 months, pending action by the Dane County Board of
83 Supervisors, the City of Madison Common Council and the Joint Board of Health on the resolution.
84

85 8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS. EMPLOYEE shall at
86 all times observe and comply with all ethical obligations imposed or required by constitution, statute,
87 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in
88 such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the
89 duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times
90 devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the
91 EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information
92 gained in such work position for EMPLOYEE's personal gain, either directly or indirectly. During the
93 term of the Agreement, EMPLOYEE shall comply with the Dane County Ethics Ordinance.
94

95 9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION. EMPLOYEE shall
96 not at any time or in any manner, either during the term of this Agreement or thereafter, either
97 directly or indirectly divulge, disclose or communicate to any person any confidential information
98 gained in the performance of his/her duties except as otherwise required or compelled by law.
99

100 10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT. EMPLOYEE agrees to
101 remain in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term
102 "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which
103 is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance,
104 subject to prior approval of the Joint Board of Health.
105

106 11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from
107 7:45 a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE
108 shall have as a condition of employment a job to perform and shall work such hours as are
109 necessary to accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to
110 organize EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's
111 workload. EMPLOYEE shall average, on an annual basis, forty (40) hours of work per week, less
112 allowances for holiday and vacation usage.
113

114 12. EVALUATION AND GOALS. At least annually, from the date of employment, the county
115 executive or his or her designee and the mayor or his or her designee and the Chair of the Joint
116 Board of Health or his or her designee shall meet with EMPLOYEE to discuss job performance and
117 to define goals and objectives for both EMPLOYEE and EMPLOYER. During the evaluation
118 process, feedback shall be sought from the standing committees of the Dane County Board of
119 Supervisors and the City of Madison Common Council assigned oversight responsibilities for the
120 Madison and Dane County Health Department (MDCHD), and from the Joint Board of Health.
121

122 13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY. EMPLOYEE shall not
123 have the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly
124 authorized in advance by statute, ordinance, or express written consent of EMPLOYER and the City
125 of Madison, or the Joint Board of Health.
126

127 14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay
128 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
129 direct compensation at a rate equivalent to \$118,360.00 per year. Three months after the
130 EMPLOYEE begins employment with the EMPLOYER, his rate of compensation shall be increased
131 to \$125,000.00 per year. Six months after the EMPLOYEE begins employment with the
132 EMPLOYER, his rate of compensation shall be increased to \$130,000.00 per year. The
133 aforementioned increases shall be contingent upon satisfactory review of the EMPLOYEE's
134 performance. These rates of compensation shall be prorated for any partial calendar year and
135 payable in equal biweekly payments. The base compensation rate during the life of this Agreement
136 shall not be less than the last amount stated in this paragraph except as provided for in paragraph
137 15.
138

139 15. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION. From
140 time to time, and at least annually on the date of the review referenced in paragraph 12, in the
141 exercise of its discretion, and subject to adequate funding, the Joint Board of Health may approve a
142 merit increase to be granted to EMPLOYEE, as a percentage of the EMPLOYEE's base
143 compensation. Such increase is subject to budgetary authorization by the City and the County.
144 Merit increases may be revoked or decreased by the Joint Board of Health in its discretion. Once
145 granted, and if not revoked or decreased within 12 months of the date granted, any such percentage
146 increase shall have the effect of increasing the base compensation in the succeeding years of the
147 term of this Agreement. During the term of this Agreement, base compensation may be decreased,
148 at the discretion of the Joint Board of Health only upon a determination of documented unsatisfactory
149 performance at the annual review and not corrected within 90 days, provided that such decrease
150 shall not cause EMPLOYEE's base compensation rate to be less than 80% of the base
151 compensation rate, as set forth in the last stated amount in paragraph 14 above, being paid to
152 EMPLOYEE at the time compensation is to be decreased. If changing economic conditions require
153 departmental layoffs or reductions, EMPLOYEE will negotiate a reduction in compensation with the
154 county executive and the mayor. Any merit increase is in addition to the pay step increases in
155 paragraph 14.
156

157 16. COMPENSATION OF EMPLOYEE; LONGEVITY PAY. Notwithstanding any language to
158 the contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be
159 paid to EMPLOYEE.

160
161
162
163
164
165
166
167
168
169
170
17. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT. Notwithstanding any provision herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service appointment at any time during the term of this Agreement or one year thereafter, EMPLOYEE shall be awarded longevity credits for all service under this and prior agreements, and EMPLOYEE's wages and benefits as a civil service employee shall reflect such credits. This section shall not be construed to authorize longevity pay during the term of this or any prior agreement or any extension or renewal thereof, nor shall longevity credits awarded under this section be construed to affect benefits or pay during the term of this or any prior agreement or any renewal or extension thereof.

171
172
173
174
175
176
177
178
179
18. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance with Dane County Ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE complies with all applicable provisions of law and Dane County ordinances prior to incurring or claiming reimbursement for such expenses. It is expressly understood that prior approval of the county executive is required for attendance at conferences held outside of Wisconsin and that attendance is further subject to the rules, regulations and ordinances applicable to managerial employees employed under EMPLOYER's civil service ordinance.

180
181
182
183
184
19. MOVING EXPENSES AND HOUSING. EMPLOYER shall pay the EMPLOYEE'S documented moving and housing expenses up to \$5,000.00. If EMPLOYEE leaves this position within two years from the effective date of this Agreement, he shall reimburse EMPLOYER all sums received pursuant to this paragraph.

185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
20. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS; COBRA EXPENSES. Except as otherwise set forth in this Agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of EMPLOYER, on the same terms as these are made available to non-represented managerial and professional employees of EMPLOYER. At present, these include group health insurance; dental insurance; life insurance; EMPLOYER-paid contributions of both EMPLOYER's share and EMPLOYEE's share to the Wisconsin retirement system; paid vacation; regularly scheduled county holidays; personal holidays; unpaid leaves of absence; sick leave; disability income protection; payment of full salary while on jury duty or active military service (the latter to a maximum of 2 weeks per year and only for reservists or Guard personnel on training exercises); worker's compensation coverage; and unemployment compensation coverage. EMPLOYEE's continued receipt of such benefits during the term of this Agreement, and any continuation of employment under paragraph 7, shall be subject to changes which are made generally applicable to other non-represented managerial and professional employees of EMPLOYER, excluding those who are under an employment agreement. EMPLOYER shall also reimburse EMPLOYEE the actual cost of maintaining coverage on his current health care insurance under the provisions of COBRA until such time as EMPLOYEE is eligible for coverage under the EMPLOYER'S group health insurance.

204
205
206
21. VACATION. EMPLOYEE shall be entitled to four weeks annual vacation which shall accrue pursuant to the provisions of paragraph 20 above.

207
208
209
210
22. DISABILITY OF EMPLOYEE. Payment of wages and other benefits during periods of disability shall be subject to the rules and requirements applicable to Dane County civil service-covered managerial employees generally.

211
212
213
214
23. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will

215 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed
216 to participate in EMPLOYER's deferred compensation program(s), at EMPLOYEE's option and to the
217 extent permitted by law.
218

219 24. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT. Should EMPLOYEE
220 apply for and receive a monthly annuity benefit from the State of Wisconsin Retirement system
221 during the term of this Agreement or within 60 days of its expiration, or if EMPLOYEE should die
222 while this Agreement is in effect, EMPLOYEE or EMPLOYEE's estate shall have the option of
223 converting accumulated sick leave to cash or to a monetary fund for the purposes of paying
224 insurance premiums for EMPLOYEE or EMPLOYEE's surviving spouse, all to the extent and in the
225 manner available to non-represented civil service employees. It is understood that, for purposes of
226 calculating the hourly equivalency of an annual salary, the figure of 2080 hours per year will be used.
227

228 25. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR
229 RESIGNATION. This Agreement may be terminated by EMPLOYEE on 30-days' written notice to
230 the County Executive, Mayor and Chair of the Joint Board of Health. Any such notice, once
231 accepted by the County Executive and Mayor, may not be withdrawn or rescinded except by mutual
232 agreement of the parties. The fact that the County Executive and Mayor have asked EMPLOYEE for
233 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted
234 by, the County Executive and Mayor. Accrued but unused vacation and holiday time shall be paid
235 immediately upon resignation. If the EMPLOYEE resigns, the provisions of paragraph 30 shall be
236 applicable.
237

238 26. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO
239 TERMINATE AT WILL. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER.
240 EMPLOYER (with the concurrence of the Mayor) may discharge EMPLOYEE, however,
241 EMPLOYEE, within ten (10) days of notice of the discharge, may appeal the discharge to the Dane
242 County Board of Supervisors and the City of Madison Common Council. Other than the recourse
243 set forth above, EMPLOYEE shall have no remedy or recourse in the event of disciplinary action, up
244 to and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not covered by
245 EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly
246 set forth in this Agreement, and that no representations to the contrary have been made to
247 EMPLOYEE by EMPLOYER or any representative of EMPLOYER.
248

249 27. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION;
250 PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action other than termination shall
251 originate from the Joint Board of Health and be accomplished by the County Executive and Mayor.
252

253 28. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY
254 TERMINATION. In the event EMPLOYER terminates this Agreement by firing EMPLOYEE or asking
255 him to resign prior to its expiration or upon non-renewal following expiration, EMPLOYEE shall
256 receive as severance pay a sum of money equal to three (3) months base compensation at the rate
257 then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE resigns
258 to take another job or to retire, or is terminated for EMPLOYEE's conviction or plea of no contest to
259 either (i) any crime, under either federal or Wisconsin law, or (ii) any form of misconduct in public
260 office under any provision of Wisconsin or federal law or county ordinance. Regardless of whether
261 severance pay as defined herein is available to EMPLOYEE, upon termination, EMPLOYEE shall be
262 entitled to receive, and EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation and
263 holiday pay. EMPLOYEE shall also be entitled to continue group health, group life and dental
264 insurance or any of them, all on such terms as are available to non-represented managerial and
265 professional employees of EMPLOYER who are not under an employment agreement. Upon
266 termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance shall be converted to a
267 monetary value arrived at by multiplying the number of accumulated sick hours by the hourly rate in
268 effect at termination, and the dollar amount thus arrived at will be available to EMPLOYEE for

269 payment of premiums for continuation coverage of group health insurance and group dental
270 insurance for the shorter of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing in
271 this paragraph shall preclude the EMPLOYEE from exercising his/her option to retire as set forth in
272 paragraph 27.
273

274 29. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE. If this
275 Agreement is terminated by either party as set forth herein or if the EMPLOYEE is to be terminated,
276 the EMPLOYEE shall, prior to the effective date of the termination, be allowed to retire and receive
277 those benefits as are available to non-represented Dane County managerial and professional civil
278 service employees who participate in the Wisconsin retirement system.
279

280 30. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS. In the event EMPLOYEE
281 shall seek and obtain a Dane County civil service position, either during the term of this Agreement
282 or within one (1) year thereafter, he/she shall be allowed all seniority credits (subject to union
283 contracts, if applicable to the new position) as would have been earned during the term of this
284 Agreement if EMPLOYEE had been hired into the civil service job classification from the inception of
285 this Agreement. The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i)
286 this Agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not
287 resigning his/her position during the term of this Agreement (other than to accept a Dane County civil
288 service position).
289

290 31. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES. Upon expiration of
291 this Agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have his/her
292 name added to all certifications for positions for which, in the sole opinion of the EMPLOYER,
293 EMPLOYEE qualifies. The benefits conferred upon EMPLOYEE by this paragraph are conditioned
294 upon (i) this Agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not
295 resigning his/her position during the term of this Agreement.
296

297 32. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.
298 EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation,
299 whether groundless or not, arising out of any act of EMPLOYEE done within the scope of
300 EMPLOYEE's employment with EMPLOYER. EMPLOYER will pay any judgment taken against
301 EMPLOYEE in any such litigation, in accordance with the requirements of s. 895.46, Wis. Stats.
302 EMPLOYER reserves the right to compromise or settle any such litigation in any fashion deemed
303 advantageous to EMPLOYER, regardless of whether EMPLOYEE consents thereto.
304

305 33. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or
306 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is
307 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and
308 obligations.
309

310 34. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this Agreement are
311 severable from all other parts and invalidity of any part shall not operate to invalidate any other part.
312

313 35. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly
314 understood and agreed that in the event of any dispute between the parties, arising under this
315 Agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable
316 federal law.
317

318 36. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes
319 the entire agreement of the parties and supersedes any and all negotiations of the parties relating to
320 the subject matter hereof. Any prior employment agreement between the parties, together with any
321 extension or renewal of such agreement, is likewise terminated and superseded by this Agreement.

322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350

All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment agreement between the parties are hereby compromised in their entirety.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this Agreement effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE have affixed their respective signatures, as indicated below.

FOR EMPLOYER:

Date: _____

KATHLEEN M. FALK, County Executive

BY EMPLOYEE:

Date: _____

THOMAS L. SCHLENKER

h:kag:employment:schlenkeremp.final
h:\tw\phmerger/emplcontr.doc