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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 Janel Heinrich (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 Public Health for Madison and Dane County; and

WHEREAS, EMPLOYEE, whose current address is 6406 Keelson Dr., Madison, Wisconsin 53705, is able and willing to serve as director of EMPLOYER's department of public health for Madison and Dane County and to otherwise provide the duties set forth herein;

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 Dane County Executive, the City of Madison Mayor, and the Board of Health for Madison and Dane County, as defined in the 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 appointing authorities 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 throughout the term of the Agreement.

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

5. DUTIES OF EMPLOYEE; DIRECTIVES OF DANE COUNTY EXECUTIVE, CITY OF MADISON MAYOR AND BOARD OF HEALTH FOR MADISON AND DANE COUNTY. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders,

52 directives, or rules of the Dane County Executive, the Mayor of the City of Madison, or the Board of
53 Health for Madison and Dane County.

54
55 **6. TERM OF AGREEMENT.** The term of this Agreement shall be a period of 5 years,
56 commencing at 12:01 a.m. on May 21, 2012, and expiring as of 11:59 p.m. on May 20, 2017, unless
57 earlier terminated under other provisions of this Agreement or by operation of law.

58
59 **7. NONRENEWAL OF AGREEMENT.** At its expiration this Agreement shall not be considered
60 renewed unless extended in writing by mutual agreement of the parties. If it is the EMPLOYER's
61 intention not to renew this Agreement, the EMPLOYER will attempt to give EMPLOYEE three (3)
62 months advance written notice of the intent not to renew this Agreement, provided, however, that failure
63 to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment
64 beyond the expiration date of this Agreement. If a resolution to renew or extend this Agreement has
65 been introduced to the Dane County Board of Supervisors and the City of Madison Common Council,
66 the EMPLOYER may extend EMPLOYEE's employment on a month-to-month basis for a period not to
67 exceed 3 months, pending action by the Dane County Board of Supervisors and the City of Madison
68 Common Council on the resolution.

69
70 **8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all
71 times observe and comply with all ethical obligations imposed or required by constitution, statute,
72 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such
73 a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties
74 and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times devote
75 all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER, and
76 EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such position
77 for EMPLOYEE's personal gain, either directly or indirectly. During the term of the Agreement,
78 EMPLOYEE shall comply with the Dane County Ethics Ordinance.

79
80 **9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not
81 at any time or in any manner, either during the term of this Agreement or thereafter, either directly or
82 indirectly divulge, disclose or communicate to any person any confidential information gained in the
83 performance of her duties except as otherwise required or compelled by law.

84
85 **10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to
86 remain in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term
87 "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which is
88 performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject
89 to prior approval of the Board of Health for Madison and Dane County.

90
91 **11. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from
92 7:45 a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall
93 have as a condition of employment a job to perform and shall work such hours as are necessary to
94 accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to organize
95 EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload.
96 EMPLOYEE shall average, on an annual basis, forty (40) hours of work per week, less allowances for
97 holiday and vacation usage.

98
99 **12. EVALUATION AND GOALS.** At least annually, from the date of employment, the county
100 executive or his or her designee and the mayor or his or her designee and the Chair of the Board of
101 Health for Madison and Dane County or his or her designee, shall meet with EMPLOYEE to discuss job
102 performance and to define goals and objectives for both EMPLOYEE and EMPLOYER. During the
103 evaluation process, feedback shall be sought from the Board of Health for Madison and Dane County.
104

105 **13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have
106 the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly
107 authorized in advance by statute, ordinance, or as set forth in the Intergovernmental Agreement.
108

109 **14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay
110 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
111 direct compensation at a rate equivalent to \$111,000.00 per year. Six months after the EMPLOYEE
112 begins employment with the EMPLOYER, her rate of compensation shall be increased to \$115,000.00
113 per year. The aforementioned increase shall be contingent upon satisfactory review of the
114 EMPLOYEE's performance. These rates of compensation shall be prorated for any partial calendar
115 year and payable in equal biweekly payments. The base compensation rate during the life of this
116 Agreement shall not be less than the last amount stated in this paragraph except as provided for in
117 paragraph 15.
118

119 **15. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From
120 time to time, and at least annually on the date of the review referenced in paragraph 12, in the exercise
121 of its discretion and subject to adequate funding, the EMPLOYER may approve a merit increase to be
122 granted to EMPLOYEE, as a percentage of the EMPLOYEE's base compensation. Such increase is
123 subject to budgetary authorization by the City and the County. Merit increases may be revoked or
124 decreased by the EMPLOYER in its discretion. Once granted, and if not revoked or decreased within
125 12 months of the date granted, any such percentage increase shall have the effect of increasing the
126 base compensation in the succeeding years of the term of this Agreement. During the term of this
127 Agreement, base compensation may be decreased, at the discretion of the EMPLOYER only upon a
128 determination of documented unsatisfactory performance at the annual review and not corrected within
129 90 days, provided that such decrease shall not cause EMPLOYEE's base compensation rate to be less
130 than 80% of the base compensation rate, as set forth in the last stated amount in paragraph 14 above,
131 being paid to EMPLOYEE at the time compensation is to be decreased. If changing economic
132 conditions require departmental layoffs or reductions, EMPLOYEE will negotiate a reduction in
133 compensation with the EMPLOYER. Any merit increase is in addition to the pay increases in paragraph
134 14.
135

136 **16. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the
137 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid to
138 EMPLOYEE.
139

140 **17. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any
141 provision herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil
142 service appointment at any time during the term of this Agreement or one year thereafter, EMPLOYEE
143 shall be awarded longevity credits for all service under this and prior agreements, and EMPLOYEE's
144 wages and benefits as a civil service employee shall reflect such credits. This section shall not be
145 construed to authorize longevity pay during the term of this or any prior agreement or any extension or
146 renewal thereof, nor shall longevity credits awarded under this section be construed to affect benefits or
147 pay during the term of this or any prior agreement or any renewal or extension thereof.
148

149 **18. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall
150 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in
151 accordance with Dane County Ordinances and regulations on reimbursement of expenses, provided
152 that EMPLOYEE complies with all applicable provisions of law and Dane County ordinances prior to
153 incurring or claiming reimbursement for such expenses. It is expressly understood that prior approval
154 of the county executive is required for attendance at conferences held outside of Wisconsin and that
155 attendance is further subject to the rules, regulations and ordinances applicable to managerial
156 employees employed under EMPLOYER's civil service ordinance.
157

158 **19. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in
159 this Agreement, and in addition to the monetary compensation set forth above, EMPLOYEE shall
160 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of
161 EMPLOYER on the same terms as these are made available to non-represented managerial employees
162 of EMPLOYER. At present, these include group health insurance; dental insurance; life insurance;
163 EMPLOYER-paid contributions of EMPLOYER's share to the Wisconsin retirement system; paid
164 vacation; regularly scheduled county holidays; personal holidays; unpaid leaves of absence; sick leave;
165 disability income protection; payment of full salary while on jury duty or active military service (the latter
166 to a maximum of 2 weeks per year and only for reservists or Guard personnel on training exercises);
167 worker's compensation coverage; and unemployment compensation coverage. EMPLOYEE's
168 continued receipt of such benefits during the term of this Agreement, and any continuation of
169 employment under paragraph 7, shall be subject to changes which are made generally applicable to
170 other non-represented managerial employees of EMPLOYER, excluding those who are under an
171 employment agreement.

172
173 **20. VACATION.** EMPLOYEE shall be entitled to 200 hours annual vacation, the same being
174 prorated for any partial calendar year.

175
176 **21. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of
177 disability shall be subject to the rules and requirements applicable to Dane County civil service-covered
178 managerial employees generally.

179
180 **22. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX**
181 **PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be
182 treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to
183 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold
184 taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed to
185 participate in EMPLOYER's deferred compensation program(s), at EMPLOYEE's option and to the
186 extent permitted by law.

187
188 **23. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE
189 apply for and receive a monthly annuity benefit from the State of Wisconsin Retirement system during
190 the term of this Agreement or within 60 days of its expiration, or if EMPLOYEE should die while this
191 Agreement is in effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting
192 accumulated sick leave to cash or to a monetary fund for the purposes of paying insurance premiums
193 for EMPLOYEE or EMPLOYEE's surviving spouse, all to the extent and in the manner available to non-
194 represented civil service employees. It is understood that, for purposes of calculating the hourly
195 equivalency of an annual salary, the figure of 2080 hours per year will be used.

196
197 **24. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR**
198 **RESIGNATION.** This Agreement may be terminated by EMPLOYEE on 30-days' written notice to the
199 County Executive, Mayor and Chair of the Board of Health for Madison and Dane County. Any such
200 notice, once accepted by the County Executive and Mayor, may not be withdrawn or rescinded except
201 by mutual agreement of the parties. The fact that the County Executive and Mayor have asked
202 EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to,
203 and accepted by, the County Executive and Mayor. Accrued but unused vacation and holiday time shall
204 be paid upon resignation. Except as provided in paragraph 27, if the resignation is requested by the
205 County Executive and Mayor, the severance pay provisions of paragraph 28 shall be applicable. No
206 severance pay shall be payable in the event of a resignation not requested by the County Executive and
207 Mayor.

208
209 **25. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE**
210 **AT WILL.** EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER. The County
211 Executive (with the concurrence of the Mayor) may terminate EMPLOYEE who shall have no remedy or

212 recourse under the EMPLOYER's civil service ordinance in the event of disciplinary action, up to and
213 including termination. EMPLOYEE expressly understands that EMPLOYEE is not covered by
214 EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly
215 set forth in this Agreement, and that no representations to the contrary have been made to EMPLOYEE
216 by EMPLOYER or any representative of EMPLOYER.
217

218 **26. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE**
219 **FOR DISCIPLINARY ACTION.** All disciplinary action other than termination shall be recommended by
220 the Board of Health for Madison and Dane County and be accomplished by the County Executive and
221 Mayor.
222

223 **27. PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first six (6) months of
224 EMPLOYEE's employment under this agreement shall constitute a period of probation. If the
225 EMPLOYER terminates this agreement or if EMPLOYEE resigns at the request of the County Executive
226 (with the concurrence of the Mayor) during the six-month probationary period, EMPLOYEE shall not
227 receive severance benefits as provided in paragraph 28.
228

229 **28. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY**
230 **TERMINATION.** In the event EMPLOYER terminates this Agreement by firing EMPLOYEE or asking
231 EMPLOYEE to resign prior to its expiration or upon non-renewal following expiration, EMPLOYEE shall
232 receive as severance pay a sum of money equal to three (3) months base compensation at the rate
233 then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE resigns to
234 take another job or to retire, or is terminated for EMPLOYEE's conviction or plea of no contest to either
235 (i) any crime, under either federal or Wisconsin law, or (ii) any form of misconduct in public office under
236 any provision of Wisconsin or federal law or county ordinance. Regardless of whether severance pay
237 as defined herein is available to EMPLOYEE, upon termination, EMPLOYEE shall be entitled to receive,
238 and EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation, sabbatical and holiday pay.
239 EMPLOYEE shall also be entitled to continue group health, group life and dental insurance or any of
240 them, all on such terms as are available to non-represented managerial employees of EMPLOYER who
241 are not under an employment agreement. Upon termination by EMPLOYER, EMPLOYEE's
242 accumulated sick leave balance shall be converted to a monetary value arrived at by multiplying the
243 number of accumulated sick hours by the hourly rate in effect at termination, and the dollar amount thus
244 arrived at will be available to EMPLOYEE for payment of premiums for continuation coverage of group
245 health insurance and group dental insurance for the shorter of (a) the period EMPLOYEE is
246 unemployed or (b) 12 months. Nothing in this paragraph shall preclude the EMPLOYEE from exercising
247 the option to retire as set forth in paragraph 29.
248

249 **29. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
250 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE
251 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are
252 available to non-represented Dane County managerial civil service employees who participate in the
253 Wisconsin retirement system.
254

255 **30. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall
256 seek and obtain a Dane County civil service position, either during the term of this Agreement or within
257 one (1) year thereafter, he/she shall be allowed all seniority credits (subject to union contracts, if
258 applicable to the new position) as would have been earned during the term of this Agreement if
259 EMPLOYEE had been hired into the civil service job classification from the inception of this Agreement.
260 The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not
261 being terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning her position during
262 the term of this Agreement (other than to accept a Dane County civil service position).
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31. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES. Upon expiration of this Agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have her name added to all certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE qualifies. The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning her position during the term of this Agreement.

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

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

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

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

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

BY EMPLOYEE:

Date: _____
JANEL HEINRICH

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FOR EMPLOYER:

Date: _____

MARIBETH WITZEL-BEHL, City Clerk

Date: _____

DAVID P. SCHMIEDICKE, Director of Finance

Date: _____

MICHAEL P. MAY, City Attorney

Date: _____

PAUL R. SOGLIN, Mayor