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## COUNTY OF DANE Employment Services Agreement

**WHEREAS**, Janel Heinrich (“EMPLOYEE”) is currently employed as the Director of Public Health for Madison and Dane County

**WHEREAS**, it is in the interests of EMPLOYEE and Dane County (“EMPLOYER”) that the employment relationship continue; and

**WHEREAS**, it is in the interests of EMPLOYER and EMPLOYEE that the terms of continued employment be set forth in writing;

**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, directives, or rules of the Dane County Executive, the Mayor of the City of Madison, or the Board of Health for Madison and Dane County.
6. **EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all times observe and comply with all ethical obligations imposed or required by constitution, statute, ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties and

54 responsibilities of public officials. During normal work hours EMPLOYEE shall at all times devote all of  
55 EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER, and  
56 EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such position for  
57 EMPLOYEE's personal gain, either directly or indirectly. During the term of the Agreement, EMPLOYEE  
58 shall comply with the Dane County Ethics Ordinance.

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- 60 **7. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at any  
61 time or in any manner, either during the term of this Agreement or thereafter, either directly or indirectly  
62 divulge, disclose or communicate to any person any confidential information gained in the performance  
63 of her duties except as otherwise required or compelled by law.
- 64
- 65 **8. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to remain in the  
66 exclusive employ of EMPLOYER throughout the term of this Agreement. The term "exclusive employ"  
67 shall not be construed to prohibit occasional teaching, writing or consulting which is performed on  
68 EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior  
69 approval of the Board of Health for Madison and Dane County.
- 70
- 71 **9. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45 a.m. to  
72 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have as a  
73 condition of employment a job to perform and shall work such hours as are necessary to accomplish the  
74 tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to organize EMPLOYEE's work  
75 schedule in such a fashion as to accommodate EMPLOYEE's workload. EMPLOYEE shall average, on  
76 an annual basis, forty (40) hours of work per week, less allowances for holiday and vacation usage.
- 77
- 78 **10. EVALUATION AND GOALS.** At least annually, from the date of employment, the county executive or his  
79 or her designee and the mayor or his or her designee and the Chair of the Board of Health for Madison  
80 and Dane County or his or her designee, shall meet with EMPLOYEE to discuss job performance and to  
81 define goals and objectives for both EMPLOYEE and EMPLOYER. During the evaluation process,  
82 feedback shall be sought from the Board of Health for Madison and Dane County.
- 83
- 84 **11. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have the right to  
85 make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in  
86 advance by statute, ordinance, or as set forth in the Intergovernmental Agreement.
- 87
- 88 **12. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay EMPLOYEE, and  
89 EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services, direct compensation  
90 at a rate equivalent to \$165,000.00 per year. These rates of compensation shall be prorated for any  
91 partial calendar year and payable in equal biweekly payments. The base compensation rate during the  
92 life of this Agreement shall not be less than the last amount stated in this paragraph except as otherwise  
93 provided in this Agreement.
- 94
- 95 **13. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time to time,  
96 and at least annually, in the exercise of its discretion and subject to adequate funding, the EMPLOYER  
97 may approve a merit increase to be granted to EMPLOYEE, as a percentage of the EMPLOYEE's base  
98 compensation. Such increase is subject to budgetary authorization by the City and the County. Merit  
99 increases may be revoked or decreased by the EMPLOYER in its discretion. Once granted, and if not  
100 revoked or decreased within 12 months of the date granted, any such percentage increase shall have  
101 the effect of increasing the base compensation in the succeeding years of the term of this Agreement.  
102 During the term of this Agreement, base compensation may be decreased, at the discretion of the  
103 EMPLOYER only upon a determination of documented unsatisfactory performance at the annual review  
104 and not corrected within 90 days, provided that such decrease shall not cause EMPLOYEE's base  
105 compensation rate to be less than 80% of the base compensation rate, as set forth in the last stated  
106 amount in paragraph 12 above, being paid to EMPLOYEE at the time compensation is to be decreased.

107 If changing economic conditions require departmental layoffs or reductions, EMPLOYEE will negotiate a  
108 reduction in compensation with the EMPLOYER.

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110 **14. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the contrary  
111 herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid to  
112 EMPLOYEE.

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114 **15. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision herein  
115 to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service appointment at  
116 any time during the term of this Agreement or one year thereafter, EMPLOYEE shall be awarded  
117 longevity credits for all service under this and prior agreements, and EMPLOYEE's wages and benefits  
118 as a civil service employee shall reflect such credits. This section shall not be construed to authorize  
119 longevity pay during the term of this or any prior agreement or any extension or renewal thereof, nor  
120 shall longevity credits awarded under this section be construed to affect benefits or pay during the term  
121 of this or any prior agreement or any renewal or extension thereof.

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123 **16. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall reimburse  
124 EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance with Dane  
125 County Ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE complies  
126 with all applicable provisions of law and Dane County ordinances prior to incurring or claiming  
127 reimbursement for such expenses. It is expressly understood that prior approval of the county executive  
128 is required for attendance at conferences held outside of Wisconsin and that attendance is further  
129 subject to the rules, regulations and ordinances applicable to managerial employees employed under  
130 EMPLOYER's civil service ordinance.

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132 **17. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this  
133 Agreement, and in addition to the monetary compensation set forth above, EMPLOYEE shall receive  
134 fringe benefits as are enumerated from time to time in resolutions and general ordinances of  
135 EMPLOYER on the same terms as these are made available to non-represented managerial employees  
136 of EMPLOYER. At present, these include group health insurance; dental insurance; life insurance;  
137 EMPLOYER-paid contributions of EMPLOYER's share to the Wisconsin retirement system; paid  
138 vacation; regularly scheduled county holidays; personal holidays; unpaid leaves of absence; sick leave;  
139 disability income protection; payment of full salary while on jury duty or active military service (the latter  
140 to a maximum of 2 weeks per year and only for reservists or Guard personnel on training exercises);  
141 worker's compensation coverage; and unemployment compensation coverage. EMPLOYEE's continued  
142 receipt of such benefits during the term of this Agreement shall be subject to changes which are made  
143 generally applicable to other non-represented managerial employees of EMPLOYER, excluding those  
144 who are under an employment agreement.

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146 **18. VACATION.** EMPLOYEE shall be entitled to such number of vacation hours as are provided unrepresented  
147 managerial employees not under an employment agreement who have years of service equal to the years  
148 of service of EMPLOYEE. Prior civil service and time under this Agreement shall both be included in  
149 calculating EMPLOYEE's years of service, provided that in any event EMPLOYEE shall receive no less  
150 than the number of weeks of vacation, on an annual basis, to which she is entitled at the time she executes  
151 this Agreement. In addition to the foregoing number of weeks of vacation, EMPLOYEE shall also receive  
152 eighty (80) vacation hours annually, the same being prorated for any partial calendar year. Notwithstanding  
153 any other provision of this Agreement to the contrary, Employee may elect to convert no more than eighty  
154 (80) vacation hours to a cash equivalent payable to EMPLOYEE at EMPLOYEE's rate of hourly pay at the  
155 time of the conversion, provided that EMPLOYEE does so prior to the end of each calendar year.

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157 **19. SABBATICAL LEAVE ACCOUNT.** In the event EMPLOYEE'S sabbatical leave account reaches the  
158 maximum allowed to managerial employees, EMPLOYEE shall be allowed to continue to contribute up to  
159 an additional eighty (80) hours of vacation hours per year to her sabbatical leave account, the balance of  
160 which may be maintained in excess of the established limits.

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**20. 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.

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

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

**23. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.** This Agreement may be terminated by EMPLOYEE on 30-days' written notice to the County Executive, Mayor and Chair of the Board of Health for Madison and Dane County. Any such notice, once accepted by the County Executive and Mayor, may not be withdrawn or rescinded except by mutual agreement of the parties. The fact that the County Executive and Mayor have asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by, the County Executive and Mayor. Accrued but unused vacation and holiday time shall be paid upon resignation. If the resignation is requested by the County Executive and Mayor, the severance pay provisions of paragraph 25 shall be applicable. No severance pay shall be payable in the event of a resignation not requested by the County Executive and Mayor.

**24. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT WILL.** EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER. The County Executive (with the concurrence of the Mayor) may terminate EMPLOYEE who shall have no remedy or recourse under the EMPLOYER's civil service ordinance in the event of disciplinary action, up to and including termination. EMPLOYEE expressly understands that EMPLOYEE is not covered by EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly set forth in this Agreement, and that no representations to the contrary have been made to EMPLOYEE by EMPLOYER or any representative of EMPLOYER.

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

**26. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY TERMINATION.** In the event EMPLOYER terminates this Agreement by firing EMPLOYEE or asking EMPLOYEE to resign prior to its expiration or upon non-renewal following expiration, EMPLOYEE shall receive as severance pay a sum of money equal to three (3) months base compensation at the rate then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE resigns to take another job or to retire, or is terminated for EMPLOYEE's conviction or plea of no contest to either (i) any crime, under either federal or Wisconsin law, or (ii) any form of misconduct in public office under any

215 provision of Wisconsin or federal law or county ordinance. Regardless of whether severance pay as  
216 defined herein is available to EMPLOYEE, upon termination, EMPLOYEE shall be entitled to receive,  
217 and EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation, sabbatical and holiday pay.  
218 EMPLOYEE shall also be entitled to continue group health, group life and dental insurance or any of  
219 them, all on such terms as are available to non-represented managerial employees of EMPLOYER who  
220 are not under an employment agreement. Upon termination by EMPLOYER, EMPLOYEE's accumulated  
221 sick leave balance shall be converted to a monetary value arrived at by multiplying the number of  
222 accumulated sick hours by the hourly rate in effect at termination, and the dollar amount thus arrived at  
223 will be available to EMPLOYEE for payment of premiums for continuation coverage of group health  
224 insurance and group dental insurance for the shorter of (a) the period EMPLOYEE is unemployed or (b)  
225 12 months. Nothing in this paragraph shall preclude the EMPLOYEE from exercising the option to retire  
226 as set forth in paragraph 26.  
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228 **27. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is terminated  
229 by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE shall, prior to  
230 the effective date of the termination, be allowed to retire and receive those benefits as are available to  
231 non-represented Dane County managerial civil service employees who participate in the Wisconsin  
232 retirement system.  
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234 **28. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek and  
235 obtain a Dane County civil service position, either during the term of this Agreement or within one (1)  
236 year thereafter, he/she shall be allowed all seniority credits (subject to union contracts, if applicable to  
237 the new position) as would have been earned during the term of this Agreement if EMPLOYEE had been  
238 hired into the civil service job classification from the inception of this Agreement. The benefits conferred  
239 upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated by  
240 EMPLOYER during its term and (ii) EMPLOYEE not resigning her position during the term of this  
241 Agreement (other than to accept a Dane County civil service position).  
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243 **29. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER shall  
244 indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether groundless or  
245 not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's employment with  
246 EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in any such litigation, in  
247 accordance with the requirements of Wis. Stat. § 895.46. EMPLOYER reserves the right to compromise  
248 or settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether  
249 EMPLOYEE consents thereto.  
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251 **30. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or transfer any  
252 interest or obligation in this Agreement, whether by assignment or novation. It is expressly understood  
253 EMPLOYER will not consent to any assignment of EMPLOYEE's duties and obligations.  
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255 **31. CONSTRUCTION OF AGREEMENT; SEVERABILITY.** All parts of this Agreement are severable from  
256 all other parts and invalidity of any part shall not operate to invalidate any other part.  
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258 **32. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.** It is expressly understood and  
259 agreed that in the event of any dispute between the parties, arising under this Agreement, Wisconsin law  
260 shall control to the extent that it is not superseded by any applicable federal law.  
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262 **33. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT.** This Agreement constitutes the entire  
263 agreement of the parties and supersedes any and all negotiations of the parties relating to the subject  
264 matter hereof. Any prior employment agreement between the parties, together with any extension or  
265 renewal of such agreement, is likewise terminated and superseded by this Agreement. All of  
266 EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment  
267 agreement between the parties are hereby compromised in their entirety.  
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**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