

# Dane County Contract Cover Sheet

Res 528  
Significant

<b>Dept./Division</b>	Administration
<b>Vendor Name</b>	Shawn Tessman
<b>Vendor MUNIS #</b>	26694
<b>Brief Contract Title/Description</b>	Employment Services Agreement
<b>Contract Term</b>	
<b>Total Contract Amount</b>	\$ 145,000+

<b>Contract #</b> <small>Admin will assign</small>	13609
<b>Addendum</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$


<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b>	528
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	2/14/19		
ck	Controller		2/15/19	
GC	Purchasing	2/19/2019	2/19/2019	
AD	Corporation Counsel	2/18/19	2/19/19	
SA	Risk Management	2/15/19	2/15/19	
	County Executive			

Dane County Dept Contact Info		Vendor Contact Info	
<b>Name</b>	Michelle Goldade	<b>Name</b>	
<b>Phone #</b>		<b>Phone #</b>	
<b>Email</b>		<b>Email</b>	
<b>Address</b>		<b>Address</b>	


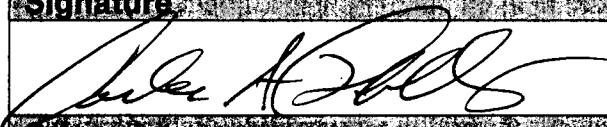
<input type="checkbox"/> Dane County Contract <u>without</u> any modifications.	
<input type="checkbox"/> Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>	
<input checked="" type="checkbox"/> Non-standard contract.	

### Contract Cover Sheet Signature

Department Approval of Contract:		
Dept. Head / Authorized Designee	Signature	Date
		
	Printed Name Greg Brockmeyer	

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		
Comments		
Corporation Counsel	Signature	Date
		
Comments		

COUNTY OF DANE

Terms of Employment

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of March 31, 2019 by and between the County of Dane ("EMPLOYER"), and Shawn Tessmann ("EMPLOYEE")

WHEREAS, EMPLOYER, whose address is: 210 Martin Luther King Jr., Blvd., Madison, Wisconsin 53703, desires to obtain the services of EMPLOYEE to serve as the Director of the Dane County Department of Human Services;

WHEREAS, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as the Director of the Dane County Department of Human Services;

WHEREAS, it is in the interests of EMPLOYER and EMPLOYEE that the terms of 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 County Executive. 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 that provide similar services. EMPLOYER reserves to the County Executive the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the County Executive.
2. **TERM.** The term of employment hereunder shall commence on March 31, 2019, and be indefinite, unless terminated by either party.
3. **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.
4. **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 as circumstances change, and as set forth in applicable state statutes. This paragraph is further subject to the right of assignment reserved to the County Executive, as set forth in paragraph 1 hereof.
5. **DUTIES OF EMPLOYEE; OFFICIAL ACTS OF COUNTY BOARD.** 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 or any of its committees acting within the scope of their lawful authority.
6. **DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY EXECUTIVE.** The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders, directives, or rules of the County Executive.

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7. **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 responsibilities of public officials. During normal work hours EMPLOYEE shall at all times devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such work position for EMPLOYEE's personal gain, either directly or indirectly.
  8. **EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at any time or in any manner, either during the term of this Agreement or thereafter, either directly or indirectly divulge, disclose or communicate to any person any confidential information gained in the performance of his duties except as otherwise required or compelled by law.
  9. **EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior approval of the County Executive.
  10. **HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45 a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have as a condition of employment a job to perform and shall work such hours as are necessary to accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to organize EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload. EMPLOYEE shall average, on an annual basis, forty (40) hours of work per week, less allowances for holiday and vacation usage.
  11. **EVALUATION AND GOALS.** At least annually, the County Executive or his or her designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both EMPLOYEE and EMPLOYER.
  12. **EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in advance by statute, ordinance, or express written consent of EMPLOYER.
  13. **COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services, direct compensation at a rate equivalent to \$145,000 per year, the same being prorated for any partial calendar year and payable in equal biweekly payments. The base compensation rate during the life of this Agreement shall not be less than that stated in this paragraph except as otherwise provided in this Agreement. Should the Dane County Department of Human Services be consolidated with or subsumed by any other county department during the term of this Agreement and the job duties of the EMPLOYEE be increased or otherwise altered as a result, the compensation of the EMPLOYEE will be renegotiated.
  14. **COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time to time, and at least annually, in the exercise of his or her discretion, and subject to adequate funding, the County Executive may grant a merit increase to EMPLOYEE, as a percentage of the EMPLOYEE's base compensation. Merit increases may be revoked or decreased by the County Executive, in his or her discretion. Once granted, and if not revoked or decreased by the County Executive within 12 months of the date granted, any such percentage increase shall have the effect of increasing the base compensation in the succeeding years of the term of this Agreement. During the term of this Agreement, base compensation may be decreased, at the discretion of the County Executive, only upon a determination of poor performance or upon reassignment to another, less

110 responsible position (as determined by the County Executive), provided that such decrease shall  
111 not cause the base compensation rate to be less than 80% of the base compensation specified in  
112 paragraph 13 above.  
113

114 **15. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the  
115 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be  
116 paid to EMPLOYEE.  
117

118 **16. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision  
119 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service  
120 appointment at any time during the term of this Agreement or two years thereafter, EMPLOYEE  
121 shall be awarded longevity credits for all service under this and prior agreements as well as any  
122 longevity credits earned from previous civil service appointment, and EMPLOYEE's wages and  
123 benefits as a civil service employee shall reflect such credits. This section shall not be construed  
124 to authorize longevity pay during the term of this or any prior agreement or any extension or renewal  
125 thereof, nor shall longevity credits awarded under this section be construed to affect benefits or pay  
126 during the term of this or any prior agreement or any renewal or extension thereof.  
127

128 **17. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall  
129 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in  
130 accordance with Dane County Ordinances and regulations on reimbursement of expenses,  
131 provided that EMPLOYEE complies with all applicable provisions of law and Dane County  
132 ordinances prior to incurring or claiming reimbursement for such expenses. It is expressly  
133 understood that prior approval of the County Executive is required for attendance at conferences  
134 held outside of Wisconsin and that attendance is further subject to the rules, regulations and  
135 ordinances applicable to managerial employees employed under EMPLOYER's civil service  
136 ordinance.  
137

138 **18. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this  
139 Agreement, and in addition to the monetary compensation set forth above, EMPLOYEE shall  
140 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances  
141 of EMPLOYER, on the same terms as these are made available to other managerial and  
142 professional employees of EMPLOYER. At present, these include group health insurance; dental  
143 insurance; life insurance; paid vacation; regularly scheduled county holidays; personal holidays;  
144 wellness hours; unpaid leaves of absence; sick leave; disability income protection; payment of full  
145 salary while on jury duty or active military service in accordance with county ordinances; worker's  
146 compensation coverage; and unemployment compensation coverage. EMPLOYEE's continued  
147 receipt of such benefits during the term of this Agreement shall be subject to changes which are  
148 made generally applicable to other managerial and professional employees of EMPLOYER,  
149 excluding those who are under an employment agreement.  
150

151 **19. VACATION.** EMPLOYEE shall be entitled to such additional number of weeks of vacation as are  
152 provided other managerial and professional employees not under an employment agreement who  
153 have years of service equal to the years of service of EMPLOYEE, prior civil service and time under  
154 this Agreement both being included in calculating EMPLOYEE's years of service, provided that in  
155 any event EMPLOYEE shall receive no less than the number of weeks of vacation, on an annual  
156 basis, to which she is entitled at the time she executes this Agreement. In addition to the foregoing  
157 number of weeks of vacation, EMPLOYEE shall also receive forty (40) vacation hours annually, the  
158 same being prorated for any partial calendar year.  
159

160 **20. SABBATICAL LEAVE ACCOUNT.** In the event EMPLOYEE's sabbatical leave account reaches  
161 the maximum allowed to managerial employees, EMPLOYEE shall be allowed to continue to  
162 contribute up to an additional eighty (80) vacation hours per year to her sabbatical leave account,  
163 the balance of which may be maintained in excess of the established limits.  
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21. **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.
22. **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.
23. **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 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.
24. **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. Any such notice, once accepted by the County Executive, may not be withdrawn or rescinded except by mutual agreement of the parties. The fact that the County Executive has asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by, the County Executive. Accrued but unused vacation and holiday time, sabbatical time, and wellness hours shall be paid immediately upon resignation. If the resignation is requested by the County Executive, the severance pay provisions of paragraph 27 shall be applicable. No severance pay shall be payable in the event of a resignation not requested by the County Executive.
25. **TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement, may be suspended by the County Executive at any time, in the sole discretion of the County Executive. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary action, up to and including discharge. 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.
26. **TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the County Executive and be accomplished by the County Executive.
27. **TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY TERMINATION.** In the event EMPLOYER terminates this Agreement, EMPLOYEE shall receive as severance pay a sum of money equal to three (3) months of base compensation at the rate then in effect. Severance pay of up to six (6) months of base compensation at the rate then in effect may be paid if mutually agreed by EMPLOYEE and the County Executive. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily resigns or is terminated for EMPLOYEE's commission of either (i) any crime, under either federal or Wisconsin law, or (ii) any form of misconduct in public office under any provision of Wisconsin or federal law or county ordinance. Regardless of whether severance pay as defined herein is available to EMPLOYEE,

220 upon termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to  
221 EMPLOYEE, all accrued but unused vacation and holiday pay, sabbatical time, wellness hours and  
222 Wisconsin Retirement Leave. EMPLOYEE shall also be entitled to continue group health, group  
223 life and dental insurance or any of them, all on such terms as are available to other managerial  
224 and professional employees of EMPLOYER who are not under an employment agreement. Upon  
225 termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance shall be converted to  
226 a monetary value arrived at by multiplying the number of accumulated sick hours by the hourly rate  
227 in effect at termination, and the dollar amount thus arrived at will be available to EMPLOYEE for  
228 payment of premiums for continuation coverage of group health insurance and group dental  
229 insurance for the shorter of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing  
230 in this paragraph shall preclude the EMPLOYEE from exercising her option to retire as set forth  
231 below.  
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233 **28. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is  
234 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the  
235 EMPLOYEE shall, prior to the effective date of the termination, be allowed to retire and receive  
236 those benefits as are available to non-represented Dane County managerial and professional civil  
237 service employees who participate in the Wisconsin retirement system.  
238

239 **29. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek  
240 and obtain a Dane County civil service position, either during the term of this Agreement or within  
241 two (2) years thereafter, she shall be entitled to all seniority credits (subject to union contracts, if  
242 applicable to the new position) as would have been earned during the term of this Agreement if  
243 EMPLOYEE had been hired into the civil service job classification from the inception of this  
244 Agreement, and shall be entitled to any seniority credits from previous civil service appointment or  
245 employment. The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i)  
246 this Agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not  
247 resigning his position Agreement (other than to accept a Dane County civil service position).  
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249 **30. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER  
250 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether  
251 groundless or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's  
252 employment with EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in  
253 any such litigation, in accordance with the requirements of Wis. Stat. § 895.46. EMPLOYER  
254 reserves the right to compromise or settle any such litigation in any fashion deemed advantageous  
255 to EMPLOYER, regardless of whether EMPLOYEE consents thereto.  
256

257 **31. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or transfer  
258 any interest or obligation in this Agreement, whether by assignment or novation. It is expressly  
259 understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and  
260 obligations.  
261

262 **32. CONSTRUCTION OF AGREEMENT; SEVERABILITY.** All parts of this Agreement are severable  
263 from all other parts and invalidity of any part shall not operate to invalidate any other part.  
264

265 **33. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.** It is expressly understood  
266 and agreed that in the event of any dispute between the parties, arising under this Agreement,  
267 Wisconsin law shall control to the extent that it is not superseded by any applicable federal law.  
268 Venue for any legal proceedings shall be in the Dane County Circuit Court.  
269

270 **34. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT.** This Agreement constitutes the  
271 entire agreement of the parties and supersedes any and all negotiations of the parties relating to  
272 the subject matter hereof. Any prior employment agreement between the parties, together with any  
273 extension or renewal of such agreement, is likewise terminated and superseded by this Agreement.

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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.

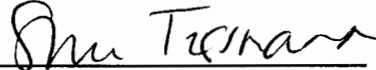
**FOR EMPLOYER:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Joe Parisi, County Executive

**BY EMPLOYEE:**

Date: 2/4/2019

  
Shawn Tessmann, Employee