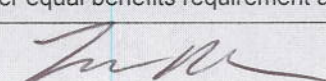


CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Library		CONTRACT/ADDENDUM #: 12160	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract	Addendum
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		If Addendum, please include original contract number	
3. Term of Contract or Addendum: From: 1/12/15 To: 1/11/20		<input type="checkbox"/> POS	<input type="checkbox"/>
4. Amount of Contract or Addendum \$95,000+ per year		<input type="checkbox"/> Co Lesse	<input type="checkbox"/>
5. Purpose: Employment Contract		<input type="checkbox"/> Co Lessor	<input type="checkbox"/>
		<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>
		<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>
		<input type="checkbox"/> Property Sale	<input type="checkbox"/>
		<input type="checkbox"/> Other:	<input type="checkbox"/>
6. Vendor or Funding Source: Tracy Herold			
7. MUNIS Vendor Code:			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO			
10. Are funds included in the budget? <input type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval 			

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
Mg	Received		11-18-14	
CS	Controller			11/19/14
VS	Corporation Counsel		11/19/14	11/19/14
RM	Risk Management		11/19/14	11/19/14
AC	ADA Coordinator		11/19/14	11/19/14
CW	Purchasing Agent		11/19/14	11/19/14
	County Executive			

VENDOR

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

Footnotes:

- _____
- _____

Return To: Name/Title: Michelle Goldade	Dept.: Administration
Phone: 266-4941	Mail Address: Room 425 CCB
E-mail: goldade@countyofdane.com	

RES. _____, 2014-2015

**AUTHORIZING EMPLOYMENT SERVICES AGREEMENT FOR
DIRECTOR OF THE DANE COUNTY LIBRARY SERVICE
(TRACY HEROLD)**

A candidate has been selected to serve as the Director of the Dane County Library Service. Consistent with the budget, county ordinances, state statute, and existing practice for employment contracts, an employment agreement has been negotiated with Tracy Herold. This agreement is similar to agreements negotiated with other department heads.

NOW, THEREFORE, BE IT RESOLVED that the County Executive is hereby authorized to execute, on behalf of the County of Dane, an employment services agreement with Tracy Herold to serve as Director of the Dane County Library Service for a five-year period ending January 11, 2020, at a beginning base salary of \$95,000.00.

Submitted by:

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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") acting by and through the Library Board of Trustees of Dane County (hereinafter "Library Board") and Tracy Herold (hereinafter "EMPLOYEE"),

WITNESSETH:

WHEREAS, EMPLOYER whose address is, c/o County Executive, 421 City-County Building, Madison, WI 53703, through the Library Board, desires to obtain the services of EMPLOYEE to serve as Director of the Dane County Library Service; and

WHEREAS, EMPLOYEE, whose current address is [REDACTED] is able and willing to serve as Director of the Dane County Library Service.

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 Library Board. 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 Library Board may reasonably require. 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.

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 as circumstances change, and as set forth in applicable state statutes.

4. DUTIES OF EMPLOYEE; DIRECTIVES OF LIBRARY BOARD. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders, directives, or rules of the Library Board.

5. TERM OF AGREEMENT. The term of this Agreement shall be a period of 5 years, commencing at 12:01 a.m. on January 12, 2015 and expiring as of 11:59 p.m. on January 11, 2020, unless earlier terminated under other provisions of this Agreement or by operation of law.

6. NONRENEWAL OF AGREEMENT. At its expiration, this Agreement shall not be considered renewed unless extended in writing by mutual agreement of the parties. If it is the Library Board's intention not to renew this Agreement, the Library Board will attempt to give EMPLOYEE three (3) months advance written notice of the intent not to renew this Agreement, provided however, that

54 failure to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's
55 employment beyond the expiration date of this Agreement.
56

57 **7. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all
58 times observe and comply with all ethical obligations imposed or required by constitution, statute,
59 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in
60 such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the
61 duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times
62 devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the
63 EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information
64 gained in such work position for EMPLOYEE's personal gain, either directly or indirectly.
65

66 **8. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not
67 at any time or in any manner, either during the term of this Agreement or thereafter, either directly or
68 indirectly divulge, disclose or communicate to any person any confidential information gained in the
69 performance of her duties except as otherwise required or compelled by law.
70

71 **9. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to
72 remain in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term
73 "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which is
74 performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject
75 to prior approval of the Library Board.
76

77 **10. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45
78 a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall
79 have as a condition of employment a job to perform and shall work such hours as are necessary to
80 accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to organize
81 EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload.
82 EMPLOYEE shall average, on an annual basis, forty (40) hours of work per week, less allowances for
83 holiday and vacation usage.
84

85 **11. EVALUATION AND GOALS.** At least annually, the Library Board or its designee shall meet
86 with EMPLOYEE to discuss job performance and to define goals and objectives for both EMPLOYEE
87 and EMPLOYER. During the evaluation process, feedback may be sought from the county board's
88 standing committee assigned oversight responsibilities for the Dane County Library Service.
89

90 **12. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have
91 the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly
92 authorized in advance by statute, ordinance, or express written consent of EMPLOYER.
93

94 **13. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay
95 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
96 direct compensation at a rate equivalent to \$95,000.00 per year, the same being prorated for any
97 partial calendar year and payable in equal biweekly payments. The base compensation rate during
98 the life of this Agreement shall not be less than that stated in this paragraph except as provided for in
99 paragraph 14.
100

101 **14. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time
102 to time, and at least annually on the date of the review referenced in paragraph 11, in the exercise of
103 its discretion and subject to adequate funding, the Library Board may grant a merit increase to
104 EMPLOYEE as a percentage of the EMPLOYEE's base compensation. Merit increases may be
105 revoked or decreased by the Library Board in its discretion. Once granted, and if not revoked or
106 decreased by the Library Board within 12 months of the date granted, any such percentage increase
107 shall have the effect of increasing the base compensation in the succeeding years of the term of this

108 Agreement. EMPLOYEE shall receive raises in the same manner as for other unrepresented
109 managerial employees of the EMPLOYER. During the term of this Agreement, base compensation
110 may be decreased at the discretion of the Library Board only upon a determination of poor
111 performance (as determined by the Library Board) provided that such decrease shall not cause the
112 base compensation rate to be less than 80% of the base compensation specified in paragraph 13
113 above.

114
115 **15. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any
116 provision herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil
117 service appointment at any time during the term of this Agreement or one year thereafter, EMPLOYEE
118 shall be awarded longevity credits for all service under this and prior agreements and EMPLOYEE's
119 wages and benefits as a civil service employee shall reflect such credits. This section shall not be
120 construed to authorize longevity pay during the term of this or any prior agreement or any extension or
121 renewal thereof, nor shall longevity credits awarded under this section be construed to affect benefits
122 or pay during the term of this or any prior agreement or any renewal or extension thereof
123

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

133 **17. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this
134 Agreement, and in addition to the monetary compensation set forth above, EMPLOYEE shall receive
135 fringe benefits as are enumerated from time to time in resolutions and general ordinances of
136 EMPLOYER on the same terms as are made available to unrepresented managerial employees of
137 EMPLOYER. At present, these include group health insurance; dental insurance; life insurance;
138 EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin retirement system; paid
139 vacation; regularly scheduled county holidays; personal holidays; unpaid leaves of absence; sick
140 leave; disability insurance; payment of full salary while on jury duty or active military service, in
141 accordance with county ordinances; worker's compensation coverage; and unemployment
142 compensation coverage. EMPLOYEE's continued receipt of such benefits during the term of this
143 Agreement, and any continuation of employment under paragraph 6, shall be subject to changes
144 which are made generally applicable to other unrepresented managerial employees of EMPLOYER,
145 excluding those who are under an employment agreement.
146

147 **18. VACATION.** EMPLOYEE shall be entitled to four (4) weeks (160 hours) of vacation annually,
148 the same being prorated for any partial calendar year, and shall be entitled to such number of vacation
149 hours as are provided unrepresented managerial employees not under an employment agreement
150 who have years of service equal to the years of service of EMPLOYEE, prior service and time under
151 this Agreement both being included in calculating EMPLOYEE's years of service, provided that in any
152 event EMPLOYEE shall receive no less than the number of weeks of vacation, on an annual basis, to
153 which she is entitled at the time she executes this Agreement.
154

155 **19. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability
156 shall be subject to the rules and requirements applicable to Dane County civil service-covered
157 managerial employees generally.
158

159 **20. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX**
160 **PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be
161 treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to
162 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold

163 taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed to
164 participate in EMPLOYER's deferred compensation program(s) at EMPLOYEE's option and to the
165 extent permitted by law.
166

167 **21. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply
168 for and receive a monthly annuity benefit from the State of Wisconsin Retirement system during the
169 term of this Agreement or within 60 days of its expiration, or if EMPLOYEE should die while this
170 Agreement is in effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting
171 accumulated sick leave to cash or to a monetary fund for the purposes of paying insurance premiums
172 for EMPLOYEE or EMPLOYEE's surviving spouse, all to the extent and in the manner available to
173 unrepresented civil service employees. It is understood that, for purposes of calculating the hourly
174 equivalency of an annual salary, the figure of 2080 hours per year will be used.
175

176 **22. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR**
177 **RESIGNATION.** This Agreement may be terminated by EMPLOYEE on 30-days' written notice to the
178 Library Board. Any such notice, once accepted by the Library Board, may not be withdrawn or
179 rescinded except by mutual agreement of the parties. The fact that the Library Board has asked
180 EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to,
181 and accepted by, the Library Board. Accrued but unused vacation and holiday time shall be paid
182 immediately upon resignation. If the resignation is requested by the Library Board, the severance pay
183 provisions of paragraph 26 shall be applicable. No severance pay shall be payable in the event of a
184 resignation not requested by the Library Board.
185

186 **23. TERMINATION OF AGREEMENT BY THE LIBRARY BOARD; LIBRARY BOARD'S RIGHT**
187 **TO TERMINATE AT WILL.** This Agreement may be terminated, or any obligation of EMPLOYER
188 under this Agreement may be suspended by the Library Board at any time during its term, in the sole
189 discretion of the Library Board. EMPLOYEE shall be deemed to be an at-will employee who shall
190 have no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary
191 action, up to and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not
192 covered by EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and
193 expressly set forth in this Agreement, and that no representations to the contrary have been made to
194 EMPLOYEE by EMPLOYER or any representative of EMPLOYER.
195

196 **24. TERMINATION OF AGREEMENT; DISCIPLINARY ACTION; PROCEDURE FOR**
197 **DISCIPLINARY ACTION.** All disciplinary action shall originate from the Library Board and be
198 accomplished by the Library Board.
199

200 **25. PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first twelve (12) months of
201 EMPLOYEE's employment under this Agreement shall constitute a period of probation. If the Library
202 Board terminates this Agreement or if EMPLOYEE resigns at the request of the Library Board during
203 the probationary period, EMPLOYEE shall not receive severance benefits as provided in paragraph
204 26.
205

206 **26. TERMINATION OF AGREEMENT BY LIBRARY BOARD; SEVERANCE BENEFITS ON**
207 **EARLY TERMINATION.** In the event the Library Board terminates this Agreement prior to its
208 expiration, EMPLOYEE shall receive as severance pay, a sum of money equal to three (3) months of
209 base compensation at the rate then in effect. Severance pay of up to six (6) months of base
210 compensation at the rate then in effect may be paid if mutually agreed by EMPLOYEE and the Library
211 Board. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily
212 resigns or is terminated for EMPLOYEE's commission of either (i) any crime, under either federal or
213 Wisconsin law, or (ii) any form of misconduct in public office under any provision of Wisconsin or
214 federal law or county ordinance. Regardless of whether severance pay as defined herein is available
215 to EMPLOYEE, upon termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay
216 to EMPLOYEE, all accrued but unused vacation and holiday pay. EMPLOYEE shall also be entitled to

217 continue group health, group life and dental insurance or any of them, all on such terms as are
218 available to unrepresented managerial employees of EMPLOYER who are not under an employment
219 agreement. Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance shall be
220 converted to a monetary value arrived at by multiplying the number of accumulated sick hours by the
221 hourly rate in effect at termination, and the dollar amount thus arrived at will be available to
222 EMPLOYEE for payment of premiums for continuation coverage of group health insurance and group
223 dental insurance for the shorter of (a) the period EMPLOYEE is unemployed or (b) 12 months.
224 Nothing in this paragraph shall preclude the EMPLOYEE from exercising her option to retire as set
225 forth in paragraph 27, below.
226

227 **27. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
228 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE
229 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as
230 are available to unrepresented Dane County managerial civil service employees who participate in the
231 Wisconsin Retirement System.
232

233 **28. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall
234 seek and obtain a Dane County civil service position, either during the term of this Agreement or within
235 one (1) year thereafter, she shall be allowed all seniority credits (subject to union contracts, if
236 applicable to the new position) as would have been earned during the term of this Agreement if
237 EMPLOYEE had been hired into the civil service job classification from the inception of this
238 Agreement. The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this
239 Agreement not being terminated during its term and (ii) EMPLOYEE not resigning her position during
240 the term of this Agreement (other than to accept a Dane County civil service position).
241

242 **29. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES.** Upon expiration of this
243 Agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have her name added
244 to all certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE
245 qualifies. The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this
246 Agreement not being terminated by the Dane County Library Services Board during its term and (ii)
247 EMPLOYEE not resigning her position during the term of this Agreement.
248

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 any
253 such litigation, in accordance with the requirements of Wis. Stat. § 895.46. EMPLOYER reserves the
254 right to compromise or settle any such litigation in any fashion deemed advantageous to EMPLOYER,
255 regardless of whether EMPLOYEE consents thereto.
256

257 **31. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or
258 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is
259 expressly 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
263 severable 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
266 understood and agreed that in the event of any dispute between the parties arising under this
267 Agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable
268 federal law.
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34. 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 representatives and EMPLOYEE have affixed their respective signatures, as indicated below.

FOR EMPLOYER:

Date: _____

JON HOCHKAMMER, Chair
Dane County Library Board

Date: _____

JOSEPH PARISI, Dane County Executive

BY EMPLOYEE:

Date: _____

TRACY HEROLD