

ROCK COUNTY, WISCONSIN

**NOTE: This is a
Teleconference**



**COUNTY BOARD STAFF COMMITTEE
TUESDAY – MARCH 24, 2020 – 4:00 P.M.
CALL: 1-312-626-6799
MEETING ID: 159 743 269**

Join from a telephone:

- On your phone, dial the phone number provided above
- Enter the meeting ID number when prompted, using your dial-pad.
- Please note that long-distance charges may apply. This is not a toll-free number.

- Supervisors: Please identify yourself by name
- Please mute your phone when you are not speaking to minimize background noises
- We are new at holding meetings this way, so please be patient

Topic: County Board Staff Committee

Time: Mar 24, 2020 04:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/159743269?pwd=RWhFcUcrMnVaOEhkcWI4RkplZGxmUT09>

Meeting ID: 159 743 269

Meeting Password 084153

Dial by your location

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+1 346 248 7799 US (Houston)

Meeting ID: 159 743 269

Find your local number: <https://zoom.us/u/ac7VPUjL6j>

Agenda

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes – March 10, 2020
4. Transfers
5. Resolutions and Committee Action
 - A. Ratification of Declaration of Local State of Emergency Proclaimed on March 16, 2020
 - B. Administrative Order No. 2020-01.01 – COVID-19 Related Absences and Paid Leave
 - C. Administrative Order No. 2020-02.01 – Electronic Meetings by Audio or Visual Means
 - D. Establishing the Salaries for Rock County Clerk, Register of Deeds and Treasurer for the 2021-2024 Term
 - E. Adjusting Appendix J Pay Scale to Create a Pool Rate for Nutrition Site Managers
 - F. Confirmation of Appointment of Nursing Home Administrator
6. Adjournment

The County of Rock will provide reasonable accommodations to people with disabilities. Please contact us at 608-757-5510 or e-mail countyadmin@co.rock.wi.us at least 48 hours prior to a public meeting to discuss any accommodations that may be necessary.



COUNTY BOARD STAFF COMMITTEE
Minutes – March 10, 2020

Call to Order. Chair Podzilni called the meeting of the County Board Staff Committee to order at 4:00 P.M. in Conference Room N-1 on the fifth floor of the Rock County Courthouse-East.

Committee Members Present: Supervisors Podzilni, Mawhinney, Bostwick, Bussie, Peer, Sweeney and Thomas.

Committee Members Excused: Supervisors Brill and Yeomans.

Staff Members Present: Josh Smith, County Administrator; Randy Terronez, Assistant to County Administrator; Annette Mikula, Human Resources Director; Richard Greenlee, Corporation Counsel; Dara Mosley, Information Technology Deputy Director; Bridget Laurent, Deputy Corporation Counsel; Terri Carlson, Risk Manager.

Others Present: None.

Approval of Agenda. Supervisor Bostwick moved approval of the agenda as presented, second by Supervisor Peer. ADOPTED.

Citizen Participation, Communications and Announcements. Supervisor Bussie commented on highway-related legislation. Supervisor Thomas commended staff for coronavirus information on county main website page.

Approval of Minutes – February 11, 2020. Supervisor Peer moved approval of the minutes of February 11, 2020 as presented, second by Supervisor Sweeney. ADOPTED.

Transfers. None.

Review of Payments. The Committee accepted the reports.

Resolutions and Committee Action.

Creating a 1.0 FTE Data Solutions Architect Position and Deleting a 1.0 FTE Computer Programmer/Analyst II Position

“NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this _____ day of _____, 2020 does hereby approve the creation of a 1.0 FTE Data Solutions Architect position and the deletion of a 1.0 FTE Computer Programmer/Analyst II position in the Information Technology Department budget.”

Dara Mosley provided background on resolution noting that the new position title reflects more up-to-date terminology. The pay grade remains status quo.

Supervisor Bussie moved approval of the above resolution, second by Supervisor Mawhinney. ADOPTED.

Creating a 1.0 FTE Business Manager Position and Deleting a 1.0 FTE Assistant to the Information Technology Director Position

“NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this _____ day of _____, 2020 does hereby approve the creation of a 1.0 FTE Business Manager position and the deletion of a 1.0 FTE Assistant to Information Technology Director position in the Information Technology Department budget.”

Dara Mosley provided background on resolution noting that the new position title more accurately reflects the duties performed. The pay grade remains status quo.

Supervisor Sweeney moved approval of the above resolution, second by Supervisor Thomas. ADOPTED.

Reclassification of 1.0 FTE User Support Specialist Position to Public Safety Systems Coordinator Position

“NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly assembled this _____ day of _____, 2020 does hereby approve the reclassification of a 1.0 FTE User Support Specialist position to a 1.0 FTE Public Safety Systems Coordinator position (Pay Range 23 on the Unilateral Pay Grid) in the Information Technology Department budget.”

Dara Mosley provided background on resolution noting that there would be no financial impact in the current budget due to existing vacancies but will have a financial impact in 2021. The requested position more accurately reflects the roles-responsibilities including managing a four-person staff. Dara also explained the scope of the public safety area that includes working with other law enforcement agencies in the county.

Supervisor Bostwick moved approval of the above resolution, second by Supervisor Mawhinney. ADOPTED.

Committee Action, Updates and Possible Action.

Review and Possible Action on Proposed Changes to Appendix C 1258 Pay Grid

Ms. Mikula provided background. The IT resolutions acted upon today require updating the pay grid.

Supervisor Bussie moved approval of the proposed changes to Appendix C 1258 Pay Grid, second by Supervisor Mawhinney. ADOPTED.

Review and Possible Action on Proposed Changes to Unilateral Pay Grid

Ms. Mikula provided background. The IT resolutions acted upon today require updating the pay grid.

Supervisor Sweeney moved approval of the proposed changes to the Unilateral Pay Grid, second by Supervisor Thomas. ADOPTED.

Proposed Changes to the Rock County Administrative Policy 5.31 Overtime, Flex and After Hours Payment

Ms. Mikula provided background. The IT resolutions acted upon today require updating the policy.

Supervisor Bostwick moved approval of the proposed changes to the Rock County Administrative Policy 5.31 Overtime, Flex and After Hours Payment, second by Supervisor Mawhinney. ADOPTED.

Executive Session: Supervisors Sweeney and Bostwick moved to go into Executive Session at 4:30 P.M. per Section 19.85(1) (c), Wis. Stats. – Performance Evaluation of County Administrator. ADOPTED on a roll call vote with the following: Ayes – Supervisors Sweeney, Bostwick, Thomas, Bussie, Peer, Mawhinney and Podzilni. Absent – Supervisors Brill and Yeomans.

Supervisor Bussie moved to go out of Executive Session at 4:53 P.M., second by Supervisor Peer. ADOPTED.

Adjournment. Supervisor Sweeney moved adjournment at 4:55 P.M., second by Supervisor Bostwick. ADOPTED.

Respectfully submitted,

Randy Terronez
Assistant to the County Administrator

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE.

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

COUNTY BOARD STAFF
COMMITTEE
INITIATED BY



RICHARD GREENLEE
DRAFTED BY

MARCH 20, 2020
DATE DRAFTED

COUNTY BOARD STAFF
COMMITTEE
SUBMITTED BY

**RATIFICATION OF DECLARATION OF LOCAL STATE OF EMERGENCY
PROCLAIMED MARCH 16, 2020**

1 WHEREAS, on March 16, 2020, Rock County Board of Supervisors Chairman Russell
2 Podzilni and Rock County Administrator Joshua Smith by proclamation declared that a local state of
3 emergency exists in Rock County because of the COVID-19 pandemic consistent with Section
4 323.14(4)(b), Wisconsin Statutes; and
5

6 WHEREAS, pursuant to Section 323.14(4)(b), Wisconsin Statutes the proclamation is
7 "...subject to ratification, alteration, modification or repeal by the County Board as soon thereafter as
8 the Board can meet, but the subsequent action taken by the governing body shall not affect the prior
9 validity of the proclamation...;" and
10

11 WHEREAS, Administrator Smith has, to date, issued administrative orders that are necessary
12 and expedient for the health, safety, protection, and welfare of persons and property within Rock
13 County; and
14

15 WHEREAS, it is deemed appropriate and necessary to provide County Administrator Smith the
16 general authority to order, subject to review by the Rock County Board of Supervisors, whatever is
17 necessary and expedient for the health, safety, protection, and welfare of persons and property within
18 Rock County during the emergency; and
19

20 WHEREAS, the County Board and its subunits have been and continue to be prevented from
21 meeting physically, by reason of the COVID-19 pandemic.
22

23 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors, duly
24 assembled this _____ day of _____, 2020, does hereby ratify the March 16, 2020,
25 Proclamation Declaring a Local State of Emergency in Rock County.
26

27 BE IT FURTHER RESOLVED that the Rock County Board of Supervisors hereby vests Rock
28 County Administrator Joshua Smith with the general authority to order, subject to review by the Board
29 of Supervisors, whatever is necessary and expedient for the health, safety, protection, and welfare of
30 persons and property within Rock County during the declared Local State of Emergency.

RATIFICATION OF DECLARATION OF LOCAL STATE OF EMERGENCY
PROCLAIMED MARCH 16, 2020

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Respectfully submitted:

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Mary Mawhinney, Vice Chair

Richard Bostwick

Henry Brill

Betty Jo Bussie

Louis Peer

Alan Sweeney

Terry Thomas

Bob Yeomans

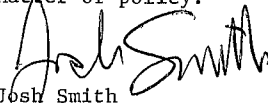
FISCAL NOTE:

The fiscal ramifications for the COVID-19 pandemic and the resulting Local State of Emergency are unknown at this time. Every effort will be made to seek State and Federal Aid reimbursement for costs incurred.


Sherry Oja
Finance Director


ADMINISTRATIVE NOTE:

Matter of policy.


Josh Smith
County Administrator

LEGAL NOTE:

Pursuant to Wis. Stat. § 323.14(b), the County Board must ratify, alter, modify, or repeal a local state of emergency declared by proclamation as soon as the County Board can meet after such proclamation has been made.


Richard Greenlee
Corporation Counsel



ADMINISTRATIVE ORDER No. 2020-01.01

COVID-19 Related Absences and Paid Leave

When to Stay Home from Work and Not Using Personal Accrued Leave Balances

Employees are directed to stay home if they have any symptoms consistent with COVID-19, including fever, cough, shortness of breath, or unusual fatigue, or have any reason to believe they may have been exposed to COVID-19.

Employees experiencing any of these symptoms should call and consult their medical provider. If they are exhibiting some symptoms but not sure whether they should stay home, stay home and consult a medical provider via telephone for additional guidance.

Given the potential seriousness and magnitude of the situation, employees will be granted a paid leave of absence that does not require them to use their accrued leave balances if they meet the following criteria:

- The employee is exhibiting symptoms consistent with COVID-19, such as a fever, a cough, trouble breathing, or unusual fatigue.
- Someone in the employee's family or household is exhibiting symptoms consistent with COVID-19 as described above.
- The employee has been exposed to someone who is known to be positive for COVID-19, or to someone who is being quarantined due to suspicion of, or potential exposure to, COVID-19, but not including someone who is being quarantined because of travel.

Consistent with section 18.515 (5)(e) of the Personnel Ordinance, the County "may require the employee to submit a medical statement, stating the specific illness, period of treatment, and date that the employee may return to work." Instances may be reviewed on a case-by-case basis.

When to Return to Work

Employees should return to work based upon the following criteria:

Employees who experienced symptoms consistent with COVID-19 may return to work when:

- Employees who have symptoms consistent with COVID-19, who are tested and have had contacts with an individual who has tested positive for COVID-19, should remain in self quarantine for 14 days after their last exposure, even if their COVID-19 test is negative. Separation of individuals with exposure to COVID-19 for 14 days is

recommended, regardless of if the individual is symptomatic, or if they have respiratory symptoms from any cause.

- Employees who are tested for COVID-19 because they are experiencing symptoms consistent for COVID-19, but who do not have known or suspected exposure, should be in appropriate quarantine while the test is pending. If the test for COVID-19 is negative, they can return to work immediately.
- If an employee's medical provider chooses not to test for COVID-19 and the employee has not been exposed to someone who tested positive for COVID-19, the employee may return to work once the employee is free of fever, signs of a fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants).
- Employees who tested positive for COVID-19 should follow the directions of their medical provider. This may include a subsequent negative test and remaining home until they are free of fever, signs of a fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants) and 14 days have passed from onset.

Employees who have not experienced any symptoms consistent with COVID-19 but are self-quarantined:

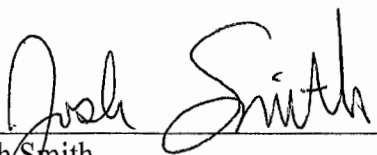
- Employees who self-quarantined due to suspected contact with someone positive for COVID-19 should remain away from work for 14 days from the last contact. Please note that depending on staffing shortages and needs at work, employees who are not displaying symptoms may be called back to work before the end of the 14 days.

During this challenging time, the County must provide critical services to our citizens. This may result in a change to general procedures in departments that are critical to operations. For example, Departments may need to limit approving requests for time off, or previously approved time off may need to be rescinded for the operational needs of the department.

Sunset

All provisions of this order terminate at 11:59 pm on April 1, 2020 unless modified, extended or otherwise amended by further order of the County Administrator, or the County Board.

Date this 19th day of March, 2020



Josh Smith
Rock County Administrator



ADMINISTRATIVE ORDER No. 2020-02.01

Electronic Meetings by Audio or Visual Means

This administrative order provides authority and guidance on the ability of the County Board of Supervisors, its committees, boards, and commissions' use of remote meeting technology to facilitate the continuity of operations.

In order to ensure the continuity of operations, it is essential for the Rock County Board of Supervisors and its constituent committees, boards, and commissions to meet from time to time to authorize actions, expenditures, or policies that are essential to County operations and the delivery of services.

In the current environment, it may be advisable and beneficial to the public health, for the Board of Supervisors, its committees, boards and commissions, and any other government bodies of Rock County to meet in a "remote" capacity by electronic audio or visual means. It is also imperative to the operation of County government that business is conducted with the greatest degree of transparency possible, and consistent with the Wisconsin Open Meetings Law, and the Attorney General's guidance issued regarding electronic meetings on March 16, 2020.

Accordingly, effective immediately, the Rock County Board of Supervisors Rules of Procedure are to be amended to permit remote electronic meetings as follows:

- (A) Upon the sole determination of the Chair, it is in the best interests of the County for the Rock County Board of Supervisors to meet in a remote fashion by electronic audio or visual means, then such meeting shall be authorized in the place of any regular meeting scheduled pursuant to Rule I-D., any organizational meeting, annual meeting, budget meeting, or any other special or irregular meeting whatsoever.
- (B) Upon the sole determination of any chair of any committee, commission, board, or other constituent governmental body of Rock County that it is in the best interests of the County for body to meet by electronic audio visual means, then such meeting shall be authorized.
- (C) Any electronic meetings must be conducted in accordance with the Wisconsin Open Meetings Law, Wis. Stat. § 19.81, et. seq., such that reasonable notice is provided to the public in accordance therewith, and the meeting is reasonably accessible to members of the public.

(D) During any electronic meeting held pursuant to this order, any period normally designated for public hearing or public comment may be omitted, at the sole discretion of the chair or presiding officer, except those public comment, or public hearing periods, which are required by state law or administrative rule. In lieu of receiving public comments during an electronic meeting, the public shall be made aware of other means by which they may submit their comments, such as email, or U.S. Mail.

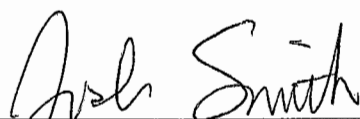
(E) In order to facilitate the orderly proceeding of business, when necessary as determined at the sole discretion of the Board Chair, a resolution or ordinance may be brought before the County Board of Supervisors for consideration without report from a governing committee of the County Board as required by Rule IV-D.

(F) Consistent with Rule II, if the County Board Chair, or the chair of a governing body of Rock County, is unable because of absence, disability, or inability to perform any of the functions outlined in this order, the vice chair of such body may act thereof, or in the case of the Rock County Board of Supervisors, the ordinary line of succession identified in Rule II-B. shall be followed.

Sunset

This order shall be in effect during the term of the declared state of emergency proclaimed on March 16, 2020, and shall remain in effect during any extension, modification, or alteration of such state, except that upon termination of such state of emergency, this order shall also terminate. This order may at any time be terminated or modified by action of the Rock County Board of Supervisors.

Date this 19th day of March, 2020



Josh Smith
Rock County Administrator

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee
INITIATED BY



Annette Mikula, HR Director
DRAFTED BY

County Board Staff Committee
SUBMITTED BY

March 12, 2020
DATE DRAFTED

ESTABLISHING THE SALARY FOR THE ROCK COUNTY CLERK, REGISTER OF DEEDS,
AND TREASURER FOR THE 2021-2024 TERM

1 **WHEREAS**, the Rock County Board of Supervisors sets the compensation for the Rock County Clerk, Register
2 of Deeds, and Treasurer for the 2021-2024 term of office; and,
3

4 **WHEREAS**, the County Board Staff Committee has considered the issue of compensation for the Rock County
5 Clerk, Register of Deeds, and Treasurer.
6

7 **NOW THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled this
8 _____ day of _____, 2020, set the increase in salary for the Rock County Clerk, Register of Deeds, and
9 Treasurer as per the below schedule: 2.0%, effective January 1, 2021, 2.00%, effective January 1, 2022, 3.00%,
10 effective January 1, 2023, and 3.00%, effective January 1, 2024, said salary to be paid over a period of 26 or 27
11 regular pay periods throughout each year.
12

	<u>01/01/2021</u>	<u>01/01/2022</u>	<u>01/01/2023</u>	<u>01/01/2024</u>
13 County Clerk	\$80,367.83	\$81,975.19	\$84,434.45	\$86,967.48
14 Register of Deeds	\$80,367.83	\$81,975.19	\$84,434.45	\$86,967.48
15 Treasurer	\$80,367.83	\$81,975.19	\$84,434.45	\$86,967.48

16
17
18
19 **BE IT FURTHER RESOLVED**, that the aforementioned County elected officials are entitled to participate in
20 the Wisconsin Retirement System in accordance with law and the County shall pay only its share of
21 contributions required by law; and
22

23 **BE IT FURTHER RESOLVED** that the aforementioned County elected officials are entitled to participate in
24 the County's health insurance program subject to the terms and conditions of the program, which may be
25 modified from time to time, under the same terms and conditions as the health insurance coverage offered to
26 non-represented managerial County employees who are not law enforcement managerial employees or non-
27 represented managerial employees described in Wis. Stat. Section 111.70(1)(mm).

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Mary Mawhinney, Vice Chair

Richard Bostwick

Henry Brill

Alan Sweeney

Betty Jo Bussie

Terry Thomas

Louis Peer

Bob Yeomans

ESTABLISHING THE SALARIES FOR THE ROCK COUNTY CLERK, REGISTER OF DEEDS,
AND TREASURER FOR THE 2021-2024 TERM

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FISCAL NOTE:

Sufficient funds will need to be included in the 2021-2024 budgets for the cost of these positions.



Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to § 59.22(1), Wis. Stats.



Richard D. Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Matter of policy.



Josh Smith
County Administrator

EXECUTIVE SUMMARY

The elected positions of County Clerk, Register of Deeds, and the Treasurer are up for election in 2020 for the 2021-2024 term. Wisconsin Statute 59.22 (1) requires the Board to establish the annual compensation for this position prior to the earliest time for filing nomination papers for the ensuing term of office.

In 2014 a decision was made to align the salary for the Clerk of Courts, County Clerk, Register of Deeds, and the Treasurer. This decision was reaffirmed at subsequent County Board Staff meetings in 2016 and 2018. Since 2015 the salary for these four elected officials have been the same.

Maintaining this established parameter, the annual salary for the County Clerk, Register of Deeds, and the Treasurer for 2021 and 2022 is at a 2.0% increase from prior years to match the already established salary of the Clerk of Courts. For 2023 and 2024 the percent increase is 3%.

Elected Officials

County Clerk, Register of Deeds, Treasurer, Clerk of Courts

Year	Employees	Elected	Difference	Annual Salary
2013	1.50%	0.00%	-1.50%	\$ 70,301.09
2014	1.50%	1.00%	-0.50%	\$ 71,004.10
2015	1.50%	1.50%	0.00%	\$ 72,069.16
2016	1.25%	2.00%	0.75%	\$ 73,510.54
2017	1.25%	2.00%	0.75%	\$ 74,980.75
2018	2.00%	2.00%	0.00%	\$ 76,480.37
2019	2.00%	1.50%	-0.50%	\$ 77,627.58
2020	3.00%	1.50%	-1.50%	\$ 78,791.99
2021		2.00%		\$ 80,367.83
2022		2.00%		\$ 81,675.52
2023		3.00%		\$ 84,125.79
2024		3.00%		\$ 86,649.56
	14.00%	11.50%	-2.50%	

Comparison of the increases that employees received in their across the board increases (ATB) compared to the increases that the elected officials received.

County Clerk					Term 2021-2024							
County	2019	2019	2020	2020	2021	2021	2022	2022	2023	2023	2024	2024
	Salary	% Inc.	Salary	% Inc.	Salary	% Inc.	Salary	% Inc.	Salary	% Inc.	Salary	% Inc.
Adams	\$68,450.00	1.99%	\$69,800.00	1.97%	\$70,847.00	1.50%	\$71,910.00	1.50%	\$72,989.00	1.50%	\$74,084.00	1.50%
Ashland	\$52,000.00	0.97%	\$52,500.00	0.96%	\$54,621.00	4.04%	\$55,713.00	2.00%	\$56,827.00	2.00%	\$58,827.00	3.52%
Barron	\$70,578.00	2.50%	\$74,151.00	5.06%	\$76,005.00	2.50%	\$77,905.00	2.50%	\$79,463.00	2.00%	\$81,052.00	2.00%
Bayfield	\$68,613.49	2.00%	\$69,985.75	2.00%								
Brown	\$75,700.00	0.00%	\$75,700.00	0.00%	\$78,349.00	3.50%	\$79,916.00	2.00%	\$81,514.00	2.00%	\$83,144.00	2.00%
Buffalo	\$55,250.00	0.91%	\$55,750.00	0.91%								
Burnett	\$58,577.00	1.50%	\$59,456.00	1.50%								
Calumet	\$67,981.00	2.00%	\$69,340.00	2.00%	\$71,420.00	3.00%	\$72,848.00	2.00%	\$74,305.00	2.00%	\$75,791.00	2.00%
Chippewa	\$68,124.03	2.00%	\$69,486.51	2.00%	\$72,960.84	5.00%	\$74,420.06	2.00%	\$75,908.46	2.00%	\$77,426.63	2.00%
Clark	\$60,430.45	0.75%	\$60,883.68	0.75%	\$62,101.35	2.00%	TBD	#VALUE!	TBD	#VALUE!	TBD	#VALUE!
Columbia	\$78,212.16	2.39%	\$80,019.68	2.31%								
Crawford												
Dane	\$100,595.00	1.50%	\$102,104.00	1.50%								
Dodge	\$70,115.00	1.50%	\$71,167.00	1.50%								
Door	\$64,686.99	1.00%	\$65,333.86	1.00%	\$68,600.55	5.00%	\$69,972.56	2.00%	\$71,372.01	2.00%	\$72,799.45	2.00%
Douglas	\$63,143.00	2.00%	\$64,406.00	2.00%								
Dunn	\$63,400.00	1.44%	\$64,400.00	1.58%								
Eau Claire	\$71,475.00	3.00%	\$73,620.00	3.00%								
Florence	\$51,956.78	2.00%	\$52,995.92	2.00%								
Fond du Lac	\$72,554.00	1.50%	\$73,642.00	1.50%								
Forest	\$47,717.23	2.00%	\$48,671.57	2.00%								
Grant	\$59,567.43	2.00%	\$60,758.78	2.00%								
Green	Pending Res.	#VALUE!										
Green Lake	\$70,649.25	1.50%	\$71,708.99	1.50%	\$73,501.71	2.50%	\$75,339.25	2.50%	\$77,222.73	2.50%	\$79,153.30	2.50%
Iowa	\$59,229.00	1.50%	\$60,118.00	1.50%	\$64,572.00	7.41%	\$65,541.00	1.50%	\$66,852.00	2.00%	\$68,189.00	2.00%
Iron												
Jackson	\$61,513.00	1.66%	\$62,535.00	1.66%	\$63,786.00	2.00%	\$65,061.00	2.00%	\$66,363.00	2.00%	\$67,690.00	2.00%
Jefferson	\$79,123.20	1.01%	\$79,913.60	1.00%								
Juneau	\$59,165.00	1.43%	\$60,000.00	1.41%	\$60,840.00	1.40%	\$61,692.00	1.40%	\$63,543.00	3.00%	\$64,814.00	2.00%

Kenosha	\$82,999.00	1.50%	\$84,244.00	1.50%	\$85,929.00	2.00%	\$87,647.00	2.00%	\$89,401.00	2.00%	\$91,189.00	2.00%
Kewaunee	\$64,169.00	1.50%	\$65,132.00	1.50%								
La Crosse	\$78,640.66	3.00%	\$81,000.00	3.00%	\$82,620.00	2.00%	\$84,273.00	2.00%	\$86,801.00	3.00%	\$89,405.00	3.00%
Lafayette	\$54,805.31	3.95%	\$56,885.31	3.80%								
Langlade	\$59,590.44	2.00%	\$60,782.25	2.00%								
Lincoln	\$61,938.00	1.75%	\$63,022.00	1.75%	\$63,128.00	0.17%	\$65,270.00	3.39%	\$67,475.00	3.38%	\$69,680.00	3.27%
Manitowoc	\$66,335.00	#DIV/0!	\$67,329.00	1.50%	\$67,330.00	0.00%	\$67,330.00	0.00%	\$68,092.00	1.13%	\$69,239.00	1.68%
Marathon*	\$83,422.00	2% lump sum received	\$83,422.00	2% lump sum proposed								
Marinette	\$62,220.00	2.00%	\$62,220.00	0.00%								
Marquette	\$57,222.00	2.00%	\$58,366.00	2.00%								
Menominee	\$52,446.92	2.00%	\$53,495.86	2.00%								
Milwaukee	\$87,964.75	0.00%	\$87,964.75	0.00%								
Monroe	\$62,570.00	2.00%	\$63,821.00	2.00%								
Oconto	\$62,010.00	2.32%	\$62,010.00	0.00%	\$66,241.50	6.82	\$67,566.33	2.00%	\$68,917.66	2.00%	\$70,296.01	2.00%
Oneida	\$62,308.00	1.50%	\$63,243.00	1.50%								
Outagamie	\$72,867.05	1.50%	\$73,960.06	1.50%								
Ozaukee	\$77,106.14	1.00%	\$77,877.20	1.00%	\$80,225.60	3.02%	\$81,827.20	2.00%	\$83,470.40	2.01%	\$85,134.40	1.99%
Pepin	\$53,272.64	2.00%	\$54,338.09	2.00%	\$58,835.00	8.28%	\$60,011.00	2.00%	\$61,212.00	2.00%	\$62,436.00	2.00%
Pierce	\$60,350.00	1.25%	\$61,104.00	1.25%	\$66,667.00	9.10%	\$67,667.00	1.50%	\$68,682.00	1.50%	\$69,712.00	1.50%
Polk												
Portage	\$74,797.00	1.50%	\$75,920.00	1.50%	\$84,619.03	11.46%	\$86,311.41	2.00%	\$88,037.64	2.00%	\$89,798.39	2.00%
Price	\$52,519.80	3.02%	\$53,307.60	1.50%	\$55,681.60	4.45%						
Racine	\$76,213.00	1.00%	\$76,975.00	1.00%								
Richland												
Rock	\$77,627.58	1.50%	\$78,791.99	1.50%								
Rusk	\$52,371.02	1.50%	\$53,156.59	1.50%								
St. Croix	\$72,567.00	2.00%	\$74,018.00	2.00%								
Sauk	\$70,456.00	0.00%	\$70,456.00	0.00%	\$80,000.00	13.55%	\$81,200.00	1.50%	\$82,418.00	1.50%	\$83,654.00	1.50%
Sawyer	\$55,667.00	1.50%	\$56,502.00	1.50%	\$57,350.00	1.50%	\$58,210.00	1.50%	\$58,792.00	1.00%	\$59,380.00	1.00%
Shawano	\$59,910.00	2.00%	\$61,108.00	2.00%								
Sheboygan	\$71,716.00	0.00%	\$71,716.00	0.00%								
Taylor	\$54,018.00	0.71%	\$54,564.00	1.01%								

Trempealeau	\$67,626.00	2.00%	\$68,978.52	2.00%									
Vernon	\$64,611.90	2.00%	\$64,611.90	0.00%									
Vilas	\$59,828.00	1.51%	\$60,728.00	1.50%									
Walworth	\$72,885.89	2.00%	\$74,343.61	2.00%	\$81,034.96	9.00%	\$82,655.66	2.00%	\$84,308.77	2.00%	\$85,994.95	2.00%	
Washburn	\$55,558.48	2.00%	\$56,669.65	2.00%									
Washington	\$76,080.00	2.00%	\$77,602.00	2.00%									
Waukesha	\$76,736.00	1.50%	\$77,887.00	1.50%	\$79,639.00	2.25%	\$81,431.00	2.25%	\$83,264.00	2.25%	\$85,137.00	2.25%	
Waupaca	\$71,086.00	1.50%	\$72,507.00	2.00%									
Waushara	\$62,589.50	1.50%	\$63,528.34	1.50%	\$64,562.00	1.63%	\$65,531.00	1.50%	\$67,497.00	3.00%	\$69,184.00	2.50%	
Winnebago	\$75,980.00	1.50%	\$77,120.00	1.50%	\$79,682.00	3.32%	\$81,276.00	2.00%	\$82,902.00	2.00%	\$84,560.00	2.00%	
Wood-paid 77 1/2 hrs/pp	\$74,736.35	2.01%	\$75,864.75	1.51%							Dependant on annu		Dependz

Oconto	\$62,010.00	2.32%	\$62,010.00	0.00%	\$ 66,241.50	6.82%	\$ 67,566.33	2.00%	\$ 68,917.66	2.00%	\$ 70,296.01	2.00%
Oneida	\$62,308.00	1.50%	\$63,243.00	1.50%		-100.00%						
Outagamie	\$75,052.52	1.50%	\$76,178.31	1.50%		-100.00%						
Ozaukee	\$77,106.14	1.00%	\$77,877.20	1.00%	\$ 80,225.60	3.02%	\$ 81,827.20	2.00%	\$ 83,470.40	2.01%	\$ 85,134.40	1.99%
Pepin	\$53,272.64	2.00%	\$54,338.09	2.00%	\$ 58,835.00	8.28%	\$ 60,011.00	2.00%	\$ 61,212.00	2.00%	\$ 62,436.00	2.00%
Pierce	\$59,605.00	1.25%	\$61,104.00	2.52%	\$ 66,667.00	9.10%	\$ 67,667.00	1.50%	\$ 68,682.00	1.50%	\$ 69,712.00	1.50%
Polk												
Portage	\$74,797.00	1.50%	\$75,920.00	1.50%	\$ 84,619.03	11.46%	\$ 86,311.41	2.00%	\$ 88,037.64	2.00%	\$ 89,798.39	2.00%
Price	\$51,489.30	1.00%	\$53,307.60	3.53%	\$ 55,681.60	4.45%		-100.00%				
Racine	\$76,213.00	1.00%	\$76,975.00	1.00%		-100.00%						
Richland												
Rock	\$77,627.58	1.50%	\$78,791.99	1.50%		-100.00%						
Rusk	\$52,371.02	1.50%	\$53,156.59	1.50%		-100.00%						
St. Croix	\$72,567.00	2.00%	\$74,018.00	2.00%		-100.00%						
Sauk	\$65,836.00	0.00%	\$65,836.00	0.00%	\$ 80,000.00	21.51%	\$ 81,200.00	1.50%	\$ 82,418.00	1.50%	\$ 83,654.00	1.50%
Sawyer	\$55,667.00	1.50%	\$56,502.00	1.50%	\$ 57,350.00	1.50%	\$ 58,210.00	1.50%	\$ 58,792.00	1.00%	\$ 59,380.00	1.00%
Shawano	\$59,910.00	2.00%	\$61,108.00	2.00%		-100.00%						
Sheboygan	\$70,107.00	0.00%	\$70,107.00	0.00%		-100.00%						
Taylor	\$54,018.00	0.99%	\$54,564.00	1.01%		-100.00%						
Trempealeau	\$65,545.20	2.00%	\$66,856.10	2.00%		-100.00%						
Vernon	\$56,433.54	2.00%	\$56,433.54	0.00%		-100.00%						
Vilas	\$59,828.00	1.51%	\$60,728.00	1.50%		-100.00%						
Walworth	\$72,885.89	2.00%	\$74,343.61	2.00%	\$81,034.96	9.00%	\$82,655.66	2.00%	\$84,308.77	2.00%	\$85,994.95	2.00%
Washburn	\$55,558.48	2.00%	\$56,669.65	2.00%		-100.00%						
Washington	\$76,080.00	2.00%	\$77,602.00	2.00%		-100.00%						
Waukesha	\$77,769.00	1.50%	\$78,936.00	1.50%	\$ 80,712.00	2.25%	\$ 82,528.00	2.25%	\$ 84,385.00	2.25%	\$ 86,284.00	2.25%
Waupaca	\$70,853.00	0.00%	\$72,507.00	2.33%		-100.00%						
Waushara	\$60,634.30	1.50%	\$61,543.82	1.50%	\$ 64,562.00	4.90%	\$ 65,531.00	1.50%	\$ 67,497.00	3.00%	\$ 69,184.00	2.50%
Winnebago	\$75,980.00	1.50%	\$77,120.00	1.50%	\$ 79,682.00	3.32%	\$ 81,276.00	2.00%	\$ 82,902.00	2.00%	\$ 84,560.00	2.00%
Wood-paid 77 1/2 hrs/pp	\$74,736.35	2.01%	\$75,864.75	1.51%		-100.00%		Dependant on annual COLA set b	Dependant on annual COLA set b	Dependant on :		

Lincoln	\$61,938.00	1.75%	\$63,022.00	1.75%	\$63,128.00	0.17%	\$65,270.00	3.39%	\$67,475.00	3.38%	\$69,680.00	3.27%
Manitowoc	\$66,335.00	#DIV/0!	\$67,329.00	1.50%	\$67,330.00		\$67,330.00		\$67,330.00		\$68,239.00	1.35%
Marathon*	\$73,351.00	2% lump sum received	\$73,351.00	2% lump sum proposed								
Marinette	\$62,220.00	2.00%	\$62,220.00	0.00%								
Marquette	\$57,222.00	2.00%	\$58,366.00	2.00%								
Menominee	\$48,536.40	2.00%	\$24,485.76	-49.55%								
Milwaukee	\$87,964.75	0.00%	\$87,964.75	0.00%								
Monroe	\$58,190.00	2.00%	\$59,354.00	2.00%								
Oconto	\$62,010.00	2.32%	\$62,010.00	0.00%	\$66,241.50	6.82%	\$67,566.33	2.00%	\$68,917.66	2.00%	\$70,296.01	2.00%
Oneida	\$62,308.00	1.50%	\$63,243.00	1.50%								
Outagamie	\$75,052.52	1.50%	\$76,178.31	1.50%								
Ozaukee	\$77,106.14	1.00%	\$77,877.20	1.00%	\$80,225.60	3.02%	\$81,827.20	2.00%	\$83,470.40	2.01%	\$85,134.40	1.99%
Pepin	\$53,272.64	2.00%	\$54,338.09	2.00%	\$58,835.00	8.28%	\$60,011.00	2.00%	\$61,212.00	2.00%	\$62,436.00	2.00%
Pierce	\$59,605.00	1.25%	\$61,104.00	2.52%	\$66,667.00	9.10%	\$67,667.00	1.50%	\$68,682.00	1.50%	\$69,712.00	1.50%
Polk												
Portage	\$67,860.00	1.50%	\$68,878.00	1.50%								
Price	\$51,489.30	1.00%	\$53,307.60	3.53%	\$55,681.60	4.45%						
Racine	\$76,213.00	1.00%	\$76,975.00	1.00%								
Richland												
Rock	\$77,627.58	1.50%	\$78,791.99	1.50%								
Rusk	\$52,371.02	1.50%	\$53,156.59	1.50%								
St. Croix	\$72,567.00	2.00%	\$74,018.00	2.00%								
Sauk	\$75,994.00	0.00%	\$75,994.00	0.00%	\$80,000.00	5.27%	\$81,200.00	1.50%	\$82,418.00	1.50%	\$83,654.00	1.50%
Sawyer	\$55,667.00	1.50%	\$56,502.00	1.50%	\$57,350.00	1.50%	\$58,210.00	1.50%	\$58,792.00	1.00%	\$59,380.00	1.00%
Shawano	\$59,910.00	2.00%	\$61,108.00	2.00%								
Sheboygan	\$70,327.00	0.00%	\$70,327.00	0.00%								
Taylor	\$54,018.00	0.99%	\$54,564.00	1.01%								
Trempealeau	\$66,545.20	2.00%	\$66,856.10	2.00%								
Vernon	\$56,433.54	2.00%	\$56,433.54	0.00%								
Vilas	\$59,828.00	1.51%	\$60,728.00	1.50%								
Walworth	\$72,885.89	2.00%	\$74,343.61	2.00%	\$81,034.96	9.00%	\$82,655.66	2.00%	\$84,308.77	2.00%	\$85,994.95	2.00%
Washburn	\$59,391.00	2.00%	\$60,578.00	2.00%								
Washington	\$76,080.00	2.00%	\$77,602.00	2.00%								
Waukesha	\$76,736.00	1.50%	\$77,887.00	1.50%	\$79,639.00	2.25%	\$81,431.00	2.25%	\$83,264.00	2.25%	\$85,137.00	2.25%
Waupaca	\$71,086.00	1.50%	\$72,507.00	2.00%								

Waushara	\$62,589.50	1.50%	\$63,528.34	1.50%	\$64,562.00	1.50%	\$65,531.00	1.50%	\$67,497.00	3.00%	\$69,184.00	2.50%
Winnebago	\$75,980.00	1.50%	\$77,120.00	1.50%	\$79,682.00	3.32%	\$81,276.00	2.00%	\$82,902.00	2.00%	\$84,560.00	2.00%
Wood-paid 77 1/2 hrs/pp	\$74,736.35	2.01%	\$75,864.75	1.51%		0.00%		Dependant on annual COL		Dependant on annual COL		Dependar

MEMORANDUM

DATE: March 17, 2020
TO: Josh Smith
FROM: Paula Schutt
RE: **Adjusting the Appendix J Pay Scale**

Josh

I am requesting that we adjust the pay scale in Appendix J to include Council on Aging Relief Staff for the Nutrition Program. I would like to be able to hire several individuals who could work as relief staff when one of our Dining Center Managers was not able to work. The beginning pay rate would be \$12.00 per hour.

Thank you

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Health Services Committee
INITIATED BY

Health Services Committee
SUBMITTED BY



Amy Spoden, Asst. HR Director
DRAFTED BY

March 20, 2020
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF
NURSING HOME ADMINISTRATOR**

- 1 **WHEREAS**, the previous Nursing Home Administrator, left County employment on December 27,
- 2 2019; and,
- 3
- 4 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Nursing Home
- 5 Administrator; and,
- 6
- 7 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 8
- 9 **WHEREAS**, the County Administrator has appointed Taya L. Walk, who has been recommended by
- 10 the Health Services Committee.
- 11
- 12 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 13 this _____ day of _____, 2020, confirms the appointment of Taya L. Walk, as Nursing Home
- 14 Administrator in accordance with the attached conditions of employment.

Respectfully Submitted,

HEALTH SERVICES COMMITTEE

COUNTY BOARD STAFF COMMITTEE

Tom Brien, Chair

J. Russell Podzilni, Chair

Mary Beaver, Vice Chair

Mary Mawhinney, Vice Chair

Ron Bomkamp

Richard Bostwick

Kevin Leavy

Henry Brill

Kathy Schulz

Betty Jo Bussie

Louis Peer

Alan Sweeney

Terry Thomas

Bob Yeomans

CONFIRMATION OF APPOINTMENT OF NURSING HOME ADMINISTRATOR

Page 2

FISCAL NOTE:

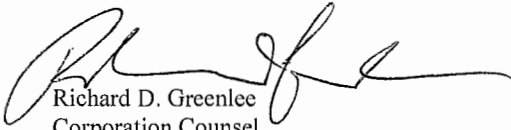
Funds were included in the 2020 budget for the cost of this position.



Sherry L. Oja
Finance Director

LEGAL NOTE:

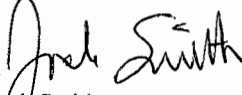
The County Board is authorized to take this action pursuant to sec. 59.22 (2), Wis. Stats.



Richard D. Greenlee
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith
County Administrator

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COUNTY OF ROCK, WISCONSIN

Employment Services Agreement

THIS AGREEMENT, made and entered into by and between the County of Rock (hereinafter referred to as "EMPLOYER") and Taya Walk (hereinafter, "EMPLOYEE"),

WITNESSETH:

WHEREAS EMPLOYER whose address is c/o County Administrator, 51 South Main Street, Janesville, WI 53545, desires to obtain the services of Taya Walk to serve as Nursing Home Administrator,

WHEREAS EMPLOYEE, whose current address is 510 Geneva National Ave N, Lake Geneva, WI 53417 is able and willing to serve as Nursing Home Administrator;

NOW, THEREFORE, in consideration of the promises 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 Administrator and be governed by the terms and conditions of Chapter 18 of the Rock County Ordinance, except as to the terms and conditions that are herein modified. 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. EMPLOYER reserves to the County Administrator 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 Administrator.

2. DUTIES OF EMPLOYEE; GENERAL PROVISIONS. EMPLOYEE agrees to perform lawfully, faithfully, industriously, competently, dutifully and to the best of EMPLOYEE's ability, all of the duties that may be required of EMPLOYEE pursuant to the express or implied terms of this agreement, to the level of satisfaction that the County Administrator 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 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 Administrator, as set forth in paragraph 1 hereof.

4. 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.

5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY ADMINISTRATOR. 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 Administrator.

53 6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year,
54 commencing at 8:00 a.m., Monday, April 20, 2020, and expiring as of Midnight, April 19, 2021,
55 unless earlier terminated under other provisions of this agreement or by operation of law.
56

57 7. NONRENEWAL OF AGREEMENT. At its expiration this agreement shall not be considered
58 renewed unless extended in writing by mutual agreement of the parties. If it is the County
59 Administrator's intention not to renew this agreement, the County Administrator will attempt to give
60 EMPLOYEE three (3) months advance written notice of the intent not to renew this agreement,
61 provided, however, that failure to give such notice shall create no obligation on EMPLOYER to
62 continue EMPLOYEE's employment beyond the expiration date of this agreement. The County
63 Administrator may extend EMPLOYEE's employment on a month-to-month basis for a period not to
64 exceed 3 months, pending renewal of this agreement.
65

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

75 9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION. EMPLOYEE shall
76 not at any time or in any manner, either during the term of this agreement or thereafter, either directly
77 or indirectly divulge, disclose or communicate to any person any confidential information gained in
78 the performance of EMPLOYEE's duties except as otherwise required or compelled by law.
79

80 10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT. EMPLOYEE agrees to
81 remain in the exclusive employ of EMPLOYER throughout the term of this agreement. The term
82 "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which
83 is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance,
84 subject to prior approval of the County Administrator.
85

86 11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from
87 8:00 a.m. to 5:00 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE
88 shall have as a condition of employment a job to perform and shall work such hours as are
89 necessary to accomplish the tasks assigned to EMPLOYEE.
90

91 12. EVALUATION AND GOALS. At least annually, the County Administrator or his or her
92 designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives
93 for both EMPLOYEE and EMPLOYER.
94

95 13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY. EMPLOYEE shall not
96 have the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly
97 authorized in advance by statute, ordinance, or express written consent of EMPLOYER.
98

99 14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay
100 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
101 direct compensation at a rate provided for in the Unilateral Pay Plan for the position occupied by the
102 EMPLOYEE.
103

104 15. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER
105 shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in
106 accordance with Rock County ordinances and regulations on reimbursement of expenses, provided
107 that EMPLOYEE complies with all applicable provisions of law and Rock County ordinances and
108 procedures prior to incurring or claiming reimbursement for such expenses. It is expressly

109 understood that prior approval of the County Administrator is required for attendance at conferences
110 held outside of Wisconsin and that attendance is further subject to the rules, regulations and
111 ordinances applicable to managerial employees employed by the EMPLOYER.
112

113 16. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in
114 this agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall
115 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of
116 EMPLOYER, on the same terms as these are made available to non-represented managerial and
117 professional employees of EMPLOYER.
118

119 17. VACATION. EMPLOYEE shall receive twenty (20) days of vacation commencing with
120 date of hire, April 20, 2020. Carry-over of unused vacation shall be allowed under such conditions
121 as are contained in the Rock County Personnel Policy.
122

123 18. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR
124 TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall
125 be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to
126 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will
127 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed
128 to participate in EMPLOYER's deferred compensation program(s) and Section 125 Flexible
129 Spending Account, at EMPLOYEE's option and to the extent permitted by law.
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131 19. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR
132 RESIGNATION. This agreement may be terminated by EMPLOYEE on 30-days' written notice to
133 the County Administrator. Any such notice, once accepted by the County Administrator, may not be
134 withdrawn or rescinded. The fact that the County Administrator has asked EMPLOYEE for
135 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted
136 by, the County Administrator. Accrued but unused vacation and holiday time shall be paid out to
137 EMPLOYEE upon resignation, provided sufficient notice as required above is received.
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139 20. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO
140 TERMINATE AT WILL. This agreement may be terminated, or any obligation of EMPLOYER under
141 this agreement may be suspended, by the County Administrator at any time during its term, in the
142 sole discretion of the County Administrator. EMPLOYEE shall be deemed to be an at-will employee
143 of EMPLOYER who shall have no remedy or recourse in the event of disciplinary action, up to and
144 including discharge.
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146 21. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION;
147 PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the County
148 Administrator and be accomplished by the County Administrator.
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150 22. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.
151 EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE, in accordance with the
152 requirements of s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any
153 such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether
154 EMPLOYEE consents thereto.
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156 23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or
157 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is
158 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and
159 obligations.
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161 24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are
162 severable from all other parts and invalidity of any part shall not operate to invalidate any other part.
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25. 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.

26. 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: _____

Josh Smith, Rock County Administrator

BY EMPLOYEE:

Date: _____

Taya Walk, Nursing Home Administrator

WITNESS:

Date: _____
