

## AMENDMENT OF COUNTY ADMINISTRATOR CONTRACT

**THE CONTRACT** entered into on the 11<sup>th</sup> day of December, 2015, by and between the County of Washington (hereafter "County") and Joshua A. Schoemann, Washington County Administrator, (hereafter "Administrator"), is hereby amended by this writing this 19th day of September, 2017.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, County and Administrator agree as follows:

### **I. DURATION**

This Amendment to the County Administrator Contract will become effective as of January 1, 2018 and will continue in full force and effect until December 31, 2022 and will renew on an annual basis thereafter for successive one year terms, unless terminated or otherwise modified in accordance with the provisions set forth herein.

### **II. APPOINTMENT, DUTIES, POWERS.**

- A. Joshua A. Schoemann shall continue to serve as Washington County Administrator. The duties and powers of County Administrator are set forth in Wisconsin law, including Section 59.18, Wisconsin Statutes, and the codes, policies, regulations and rules of Washington County, which are now existing or which may be hereinafter adopted or enacted by County in its sole discretion from time to time, and other such legally permissible and proper duties and functions as County Board by itself or through its Executive Committee shall from time to time assign.
- B. The Administrator shall report to the Executive Committee of the County Board which shall provide oversight, supervision and instructions to Administrator.
- C. The written County Administrator position description, as it currently exists or is subsequently revised by County, is incorporated herein by reference as if set forth in full. Said position description is not intended to cover every kind of work assignment Administrator may have and covers those work assignments which are predominant and

recurring. A copy of the written County Administrator position description, as it currently exists or is subsequently revised by County, has been provided to Administrator by County's Human Resources Director.

### **III. PERFORMANCE**

- A. Administrator will perform the duties and exercise the powers of the position with the high degree of competence, diligence, professionalism, skill and tact normally employed by an individual performing the same or similar services.
- B. Administrator shall not engage in paid outside employment without the prior written approval of the County Board Chairperson. In no case shall Administrator engage in the performance of similar, incompatible or conflicting positions with other units of government or within county government. Administrator may engage in any nonpaid pursuit that does not interfere or conflict with the proper discharge of the duties and exercise of the powers of the position of Administrator. Administrator will be issued a letter acknowledging current service on Hartford Union High School Board.
- C. Administrator may participate in local, regional, state, and national professional organizations (e.g., Wisconsin County Executives and Administrators Association, Wisconsin City/County Management Association, International City / County Management Association, Wisconsin Counties Association, and National Association of Counties); attend related conferences, meetings, and seminars; *and* participate in other activities for the purpose of professional development. County encourages such participation and will pay the cost for Administrator's membership and attendance, subject to the Executive Committee's approval as part of the annual budget process.

### **IV. COMPENSATION AND BENEFITS**

- A. Administrator's gross salary shall be set as follows: For calendar year 2018: \$138,198; For calendar year 2019: \$143,726; For calendar year 2020: \$149,475; For calendar year 2021: \$153,960; For calendar year 2022: \$158,578. The Administrator's gross salary shall be converted to an hourly rate and paid via the County's established payroll cycles and periods.

- B. Retention Incentive. Administrator shall receive an incentive (“incentive”) accrual and payment in accordance with the following procedures and policies:
1. Accrual of Retention Incentive. Beginning in 2018 for each year Administrator is employed by County from January 1 to December 31 under this Agreement, he shall accrue a retention incentive payment, The incentive accrual amount shall be as set forth in Article IV.B.2.
  2. Payment. In January 2018, Administrator shall receive a retention incentive payment in the amount of \$10,000. On January 1<sup>st</sup> each year thereafter, Administrator shall receive a retention incentive payment in the amount accrued three (3) years prior which shall be five percent (5%) of the then gross salary budgeted and approved by the County Board. Said payment shall be deemed income and subject to applicable withholdings in accordance with the County’s standard payroll practices. The retention incentive payment shall be made as directed by Administrator in one lump sum or in 26 installments.
- C. Deferred Compensation. Beginning January 1, 2018 and continuing for the term of this Agreement, County shall make a contribution to a deferred compensation account approved by Administrator. The amount of the contribution for 2018 shall be \$6,000. The amount of the contribution shall increase by \$3,000 per year every year thereafter during the term of this Agreement.
- D. Performance Bonus. Administrator shall be eligible for a performance bonus in the amount of \$10,000 each year upon a satisfactory annual performance evaluation as determined by the Executive Committee. The performance bonus shall be paid beginning with the first pay period following the satisfactory annual performance evaluation. At Administrator’s direction, the performance bonus shall be paid in either one lump sum or in 26 equal installments.
- E. Other income. Beginning January 1, 2018 and every year thereafter during the term of this Agreement, per Administrator’s direction, County shall make a payment in the amount of \$5,000 to a health savings account established by Administrator.
- F. Administrator is entitled to all benefits provided to department heads as set forth in County’s Employee Handbook.

1. Administrator, as of January, 2018, accrues paid-time-off (“PTO”) hours consistent with fourteen (14) years of service in the PTO table for Full Time non-represented employees with administrative leave and for the duration of this agreement will earn years of service credit consistent with the PTO table.
2. Administrator’s accrual and use of PTO shall be consistent with the policies and procedures applicable thereto.
3. Administrator shall inform the County Board Chairperson in advance of intended absences of more than two (2) work days.
4. Administrator shall take a minimum of 180 hours of PTO per calendar year or it shall be forfeited. At least 50% of the remaining PTO hours shall be paid out each year. The remaining PTO hours shall be added back into Administrator’s PTO bank, but shall not exceed the maximum bank allowed per policy.

G. Administrator’s salary or benefits shall not be reduced during the term of this agreement.

H. Administrator is and shall under this contract be eligible for participation in the County’s Health Insurance Plan, the Wisconsin Retirement System and the Wisconsin Deferred Compensation Program as a full-time, non-represented general employee of Washington County.

## V. PERFORMANCE EVALUATION

A. The Executive Committee will review and evaluate Administrator's performance on an annual basis at an Executive Committee meeting no later than December.

B. The performance evaluation shall be in writing and shall occur at least annually.

C. As part of the written performance evaluation, the Executive Committee and Administrator shall agree on measurable goals and objectives for the upcoming year, the accomplishments thereof shall be used to determine whether Administrator accrues the incentive set forth in Article IV.D. Measurable goals and objectives shall be reduced to writing and incorporated into the written evaluation. The outcome of each annual evaluation including whether the measurable goals and objectives have been met shall also be reduced to writing and incorporated into the written evaluation. The goals, priorities

and objectives should be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations approved by the County Board.

## **VI. REMOVAL / RESIGNATION /SEPARATION**

- A. Administrator serves at the will of the County Board, and may be removed by a two-thirds vote of members elect of the County Board, for any reason in its sole judgment and determination. The vote by two-thirds of members elect of the County Board to remove the Administrator shall be final.
  
- B. In the event Administrator is be removed for cause defined as willful neglect of duty, misconduct in office, failure to fulfill the ethical standards set forth in the County's Ethics Code or a violation of this Agreement, the Administrator shall not be entitled to receive any incentive payment, severance payment or extension of paid health insurance coverage under Article VII below or any other payment or benefit set forth herein such as the PTO payout.
  
- C. Voluntary Resignation. The Administrator may voluntarily resign at any time prior to the expiration of the Agreement or any subsequent renewals hereof. To separate in good standing with the County, Administrator shall give the County at least ninety (90) calendar days written notice in advance of voluntary resignation, unless otherwise agreed to by the parties in writing. If Administrator resigns in good standing, Administrator shall be entitled to receive such separation benefits as are provided for employees resigning in good standing according to then-current County policy and all accrued payments per Article IV.B. The failure to provide proper notice shall result in the loss of the pay out of accrued paid time off (PTO) and the balance of any previously awarded retention incentive payment.
  
- D. Change in Form of Government. In the event that County Board chooses to change its form of government to Administrative Coordinator or Executive, this contract may be subject to termination per Article VII. In addition, if the County Board changes its form of government, the Executive Committee of the County Board shall conduct Administrator's performance evaluation pursuant to Article V, the outcome of which shall determine, whether Administrator shall be eligible for a performance bonus and/or whether

to retain Administrator to serve in another capacity in the changed form of government. Administrator shall be entitled to all accrued payments per Article IV.B.

## **VII. SEVERANCE PAY**

- A. In the event Administrator is removed by County Board under section VI. A. or D. above, during such time that he is able and willing to perform the duties and exercise the powers of the position, County agrees to pay Administrator a one-time lump sum cash payment equal to six (6) months of his current annual salary, less applicable withholdings according to the County's standard payroll practices *and* extend paid health insurance coverage to Administrator and existing beneficiaries for six (6) months following removal, subject to participation requirements consistent with applicable County policies and procedures. Said health insurance coverage shall terminate prior to the expiration of the six (6) months if the Administrator is offered health insurance benefits through subsequent employment.
- B. The severance payment and extension of health insurance coverage set forth in paragraph A. above, shall constitute a full and final settlement payment to Administrator. County's obligation to pay the settlement amount and extend health insurance coverage to Administrator is conditioned upon Administrator executing and delivering to County a complete, final and full release of any and all claims that Administrator may claim he has against County, including but not limited to any claims of wrongful discharge, discrimination or other employment related claims. Administrator shall not be required to release any pending Worker's Compensation claim nor shall Administrator be required to release any claim that Administrator may have as to unemployment compensation benefits arising out of Administrator's removal.

## **VIII. INDEMNIFICATION**

County recognizes its indemnification obligations under Section 895.46, Wisconsin Statutes and Section 7.14 of the Washington County Code. In the event Administrator is held liable for acts committed during the good faith performance of the duties within the scope of employment as Administrator, Administrator will be entitled to all the protections afforded by Section 895.46, Wisconsin Statutes and Section 7.14 of the Washington County Code.

**IX. NOTICES.**

Any notices required or permitted under this contract shall be in writing and delivered or mailed by certified mail as follows:

**County:**           **County Board Chairperson**  
Washington County Government Center  
432 E. Washington St., Ste. 3029  
West Bend, WI 53095

**Copy to:**       **County Clerk**  
432 E. Washington St., Ste. 3029  
West Bend, WI 53095

**Administrator:**   **Joshua A. Schoemann**  
1111 Wejegi Drive  
Hubertus, WI 53033

**X. MISCELLANEOUS**

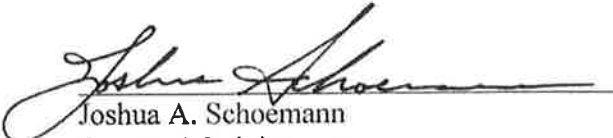
- A. The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this contract shall be held illegal, invalid or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.
  
- B. No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless and until such is reduced to writing and executed by County and Administrator. This contract shall be administered by the Executive Committee of the County Board. Executive Committee may in its discretion and by mutual agreement of the parties, amend this contract from time to time.
  
- C. This contract and the rights and obligations of County and Administrator under this contract shall be interpreted according to the laws of the State of Wisconsin.
  
- D. Venue, as to any dispute arising under or in connection with this contract, shall be commenced in the Circuit Court of Washington County. If federal jurisdiction exists, any dispute shall be commenced in the United States District Court-Eastern District of Wisconsin.

- E. This contract shall be binding upon and shall inure to the benefit of County and Administrator and upon their respective beneficiaries, heirs and successors.
- F. This contract shall not be subject to the rule of construing ambiguities against the drafter as this contract is the product of negotiation.
- G. It is understood and agreed that this contract constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes any and all prior agreements.
- H. County and Administrator each represents and warrants that each has carefully reviewed, fully understands, has had an opportunity to consult with respective legal counsel and agrees to be bound by this contract.

**COUNTY**

  
Richard P. Gundrum  
County Board Chairperson  
Date 9-21-17

**ADMINISTRATOR**

  
Joshua A. Schoemann  
County Administrator  
Date 19 Sept 17

  
Ashley Reichert, County Clerk  
Date 9/27/17