

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Public Safety and Justice Committee  
INITIATED BY

Public Safety and Justice Committee  
SUBMITTED BY



Amy Spoden, Asst. Human Resource Dir.  
DRAFTED BY

June 6, 2019  
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF  
CHILD SUPPORT DIRECTOR**

- 1 **WHEREAS**, the former Child Support Director resigned on April 26, 2019; and,
- 2
- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Child Support Director;
- 4 and,
- 5
- 6 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 7
- 8 **WHEREAS**, the County Administrator has appointed Melissa Wittwer, who has been recommended by
- 9 the Public Safety and Justice Committee; and,
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 12 this 27<sup>th</sup> day of June, 2019, confirms the appointment of Melissa Wittwer, as Child
- 13 Support Director in accordance with the attached conditions of employment.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

PUBLIC SAFETY & JUSTICE COMMITTEE

J. Russell Podzilni  
J. Russell Podzilni, Chair

Mary Mawhinney  
Mary Mawhinney, Vice Chair

Richard Bostwick  
Richard Bostwick

Henry Brill  
Henry Brill

Betty Jo Bussie 4/25/19  
Betty Jo Bussie

Absent  
Louis Peer

Alan Sweeney  
Alan Sweeney

Terry Thomas  
Terry Thomas

Bob Yeomans  
Bob Yeomans

Mary Beaver  
Mary Beaver, Chair

Phillip Owens, Jr.  
Phillip Owens, Jr, Vice Chair

Terry Fell  
Terry Fell

Absent  
Kara Hawes

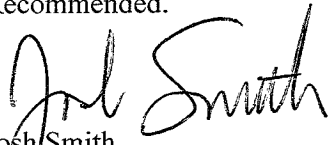
Brian Knudson  
Brian Knudson

CONFIRMATION OF APPOINTMENT OF CHILD SUPPORT DIRECTOR

Page 2

**ADMINISTRATIVE NOTE:**

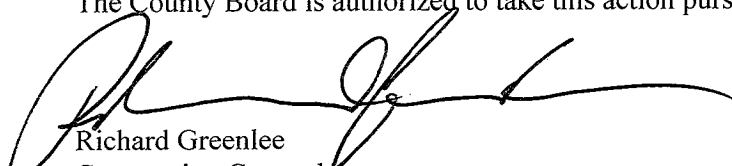
Recommended.



Josh Smith  
County Administrator

**LEGAL NOTE:**

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



Richard Greenlee  
Corporation Counsel

**FISCAL NOTE:**

Sufficient funds for the Child Support Director position were included in the 2019 budget.



Sherry Oja  
Finance Director

ROCK COUNTY, WISCONSIN



Human Resources Dept.  
Rock County Courthouse  
51 South Main Street  
Janesville, WI 53545  
(608)757-5520  
FAX (608)757-5512

June 6, 2019

Ms. Melissa Wittwer  
1758 S. Crosby Ave  
Janesville WI 53546

Dear Melissa:

This will confirm the County Administrator's offer of employment to you of the position of Rock County Child Support Director. This appointment is contingent on confirmation of the County Board of Supervisors. We anticipate this will occur on June 27, 2019. This offer is based on the following conditions:

- Date of Employment: April 29, 2019 (date was placed in acting status).
- Salary: \$33.10 (Step 1, Pay Range 26)
- Fringe Benefits: All benefits granted employees covered by the Unilateral Pay Plan in accordance with the Rock County Personnel Ordinance.

I would appreciate receiving a written acceptance of the above conditions at your earliest convenience. I hope you enjoy your new position with Rock County.

Sincerely,

A handwritten signature in cursive script that reads "Amy Spoden".

Amy Spoden  
Asst. Human Resource Director

cc: Personnel File  
Payroll  
Josh Smith, County Administrator

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 Melissa Wittwer (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 Melissa Wittwer to serve as Child Support Director,

WHEREAS EMPLOYEE, whose current address is 1758 S. Crosby Ave, Janesville, WI, 53546 is able and willing to serve as Child Support Director;

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 on Monday, April 29, 2019, and expiring as of 11:59pm, April 28, 2020, unless earlier  
55 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 annually on  
120 anniversary date, December 9. Carry-over of unused vacation shall be allowed under such  
121 conditions 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.  
130

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.  
138

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.  
145

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.  
149

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.  
155

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: \_\_\_\_\_

\_\_\_\_\_  
Melissa Wittwer, Child Support Director

**WITNESS:**

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

\_\_\_\_\_