

Memo

To: Village Board

Fr: Tracy Flucke, Administrator

Re: Contract with Patrick Glynn from Carlson Dettmann Consulting - Paid Time Off

Date: September 4, 2013

Attached is the contract for Patrick Glynn to lead us thru the potential development of a PTO program.

Village Board is asked to approve the contract with Carlson Dettmann Consulting for \$5,400 for the potential development of a PTO program.

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
VILLAGE OF ALLOUEZ, WISCONSIN
AND
CARLSON DETTMANN CONSULTING, LLC**

This professional service agreement (hereinafter the "Agreement") is made and entered into by and between Village of Allouez, WI (hereinafter "the Village") and Carlson Dettmann Consulting, LLC, a Wisconsin limited-liability company (hereinafter "Consultant").

WHEREAS, the Village wishes to enter into an agreement with Consultant to provide professional consulting services for an assessment of the Village's current employee leave (a.k.a. time off) programs, as well as development of a comprehensive paid time off (hereinafter "PTO") program; and

WHEREAS, Consultant has considerable professional experience in designing and managing both traditional leave systems and PTO programs and is willing to provide the above-referenced professional consulting services to the Village.

THEREFORE, the Village and Consultant agree to the following:

1. Term. The term of this Agreement shall be from date of signing until all services are completed.
2. Scope of Services. The Consultant shall provide to the Village consulting services as follows:
 - a) Review and analyze current policies and determine current organizational needs in regards to an employee paid leave policy.
 - b) Conduct separate project orientation sessions for the Board and staff to explain the scope of the project, and to ascertain the goals for a new or modified policy.
 - c) Facilitate discussions with the appropriate parties to arrive at answers to the required questions for policy development.
 - d) Develop a PTO policy that meets the goals of the Village and is consistent with the marketplace. Comment on relevant marketplace research to support the proposed policy.
 - e) Develop a costing methodology that will illustrate the comparative cost of the existing and any proposed leave benefits. The Village will be responsible for developing the detailed costing application for its budgeting purposes.
 - f) Conduct orientation sessions for the Village employees to the new policy.
3. Report. Consultant will submit findings and recommendations approximately 75 days following approval of this agreement, with a full report to follow the

~~Village's opportunity to review and comment~~, as well as a presentation to the Village Board for adoption.

4. Fees. The Village shall pay the Consultant the total amount of \$5,400 for performance of the above services, plus "out-of-pocket" expenses for mileage, meals and lodging not to exceed \$600. The Village shall pay Consultant in two equal installments, with the first payment on commencement of the project, and the final installment upon receipt of Consultant's final report and recommendations.
5. Performance Requirements of Consultant. The Consultant shall complete the services as stated above. The Consultant shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide professional consulting services. Consultant shall provide a progress reports upon request by the Village.
6. Performance Requirements of the Village. The Village shall provide and make available to the Consultant access to its human resources and related systems of record as necessary to fulfill said services.
7. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Village under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Village employees shall accrue to the Consultant or its employees performing services under this Agreement.
8. Intellectual Property/Confidentiality. While the final, adopted policy, report, and associated forms are the property of the Village, the processes and forms utilized by the Consultant to arrive at said policy shall remain confidential and shall remain the intellectual property of the Consultant. Examples of said intellectual property include, but are not limited to, the following: presentations utilized in the facilitation of discussions; checklists, flowcharts, or questionnaires used to develop the policy; data presented, but not used, in the final report; etc.
9. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Village, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Village, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees. The Village agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be

required to pay arising out of the negligent or intentional acts or omissions of the Village, its officers or employees.

10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin in effect on the date of this Agreement.
11. Assignment. Neither party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.
12. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
13. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties.
14. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the Village and the Consultant.

VILLAGE OF ALLOUEZ, WI

By:

Date:

CARLSON DETTMANN CONSULTING, LLC

By:

Charles E. Carlson, Partner

Patrick Glynn

PO Box 1151 Appleton, WI 53014

Phone: (920) 418-2140 E-Mail: glynnhrconsultant@gmail.com

Summary

Nearly two decades of leadership experience in public sector human resources and administration. Career highlights include:

- Successfully implemented a change-over from a traditional health insurance plan to a high-deductible health plan stacked with a health savings account (HSA) and a health reimbursement arrangement (HRA). This program was recognized by the WCA with a Foth Good Government Award.
- Led the transition from Wisconsin Act 10 (2011) whereby four collective bargaining units transitioned to non-union status including comprehensive changes in employee benefits, compensation, and personnel policies.
- Developed and implemented a comprehensive Paid Time Off (PTO) plan to replace an inflexible leave plan (vacation, sick leave, holidays, etc.).
- Developed and implemented an Early Retirement Incentive Program (ERIP) allowing the employer to strategically downsize its operations without resorting to layoffs or furloughs.
- Assisted with the transition related to the sale of a county-run nursing home to a private owner including the "impact bargaining" with the collective bargaining unit.

Experience

Senior Consultant, Carlson Dettmann Consulting

July 2013 - Present

- Advise clients on matters relating to employee compensation and benefits, organizational planning, labor relations, and other human resources matters.

Human Resources Director, Calumet County

December 2000 - July 2013

- Duties and responsibilities included, but were not limited to, the following: administration of all personnel related activities; job analysis, job evaluation, and compensation systems; employee recruitment and selection processes; personnel policies and procedures; employee and labor relations matters including collective bargaining; and employee benefit programs.

Human Resources Director, Sauk County

March 1998 - December 2000

- Duties and responsibilities included, but were not limited to, the following: administration of all personnel related activities; personnel ordinances, policies, handbooks, and manuals; human resource assistance and guidance to supervisors, employees, and board members; employee recruitment and selection processes; bargaining and administration of collective agreements; job analysis, job evaluation, and compensation systems; employee benefit programs; and employee records and data.

Administrative Coordinator, Marquette County

October 1996 - March 1998

- Duties and responsibilities included, but were not limited to, the following: County budget development; administration of all personnel related activities; county insurance programs (e.g. property, liability, etc.); employee benefit programs; Board communications liaison; risk management and loss control; and computer networking, procurement, and planning.

Personnel / Computer Coordinator, Marquette County

May 1994 - October 1996

- Duties and responsibilities included, but were not limited to, the following: develop and maintain human resources systems; employee and labor relations matters including collective bargaining; preparation of the payroll and associated reports; recruitment and selection process; needs analysis for purchase of equipment and software; planning and maintenance of computer systems and networks.

Education

University of Wisconsin-Stevens Point

September 1989 – May 1994

Bachelor of Arts, Public Administration / Political Science

University of Wisconsin-Milwaukee

June 2000

Certificate in Human Resource Management

Honors and Awards

NPELRA Pacesetter Award (2001); NPELRA President's Award (2009); NPELRA Pacesetter Award (2011)

Organizations

WPELRA (President: January 2012 to January 2014); NPELRA (Board of Directors: April 2013 to April 2016); IPMA-HR; World@Work; Fox Valley SHRM; Milwaukee Area Compensation Association (MACA)

Select Presentations

Panel Discussion: Classification and Compensation – What does it Mean in 2013?

- Wisconsin City/County Manager Association (February 28, 2013)

Webinar: Take it to the Bank - Paid Time Off (PTO) as an Option for Providing Employee Leave Banks

- National Public Employer Labor Relations Association (October 17, 2012)

Webinar: Compensation Studies in the Post-BRB World (Panelist)

- Wisconsin Public Employer Labor Relations Association (September 4, 2012)

Presentation: Union Negotiations in the New Landscape

- Wisconsin Counties Association (September 26, 2011)