

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SHEBOYGAN
AND
KELLY HENDEE**

This Agreement is made and entered on the date of last party execution, by and between the City of Sheboygan, a Wisconsin municipal corporation with offices at 828 Center Ave., Sheboygan, WI 53081 (“City” or “Employer”) and Kelly Hendee (“Employee”).

WHEREAS, the City desires to hire Kelly Hendee as an employee of the City of Sheboygan to serve as Director of Human Resources and Labor Relations (“HR Director”) for the City effective December 5, 2023 (“Effective Date”); and

WHEREAS, Kelly Hendee possesses the necessary knowledge, skill, abilities, and experience to perform such services and is willing to perform such services as HR Director; and

WHEREAS, Kelly Hendee has been duly appointed by the common council based on the recommendation of the city administrator and the mayor, as provided in § 2-550, Sheboygan Municipal Code; and

NOW THEREFORE, the parties agree as follows:

1. **Appointment.** Kelly Hendee is hired as an at-will employee of the City, holding the position of Director of Human Resources and Labor Relations pursuant to the terms, conditions, and provisions of this Agreement and of the relevant ordinances and statutes. Employee shall have and exercise full authority and discretion as HR Director and as a Department Head within the City’s organizational structure
2. **Term.** This Agreement shall remain in full force and effect beginning on the Effective Date and shall expire on December 4, 2026, unless terminated sooner as provided herein.
3. **Oath.** Employee shall take and file an oath for the faithful performance of her duties and responsibilities within ten days of the Effective Date, as required by § 2-202, Sheboygan Municipal Code.
4. **Duties.** The duties of the Employee shall be as set forth in § 2-550(c), Sheboygan Municipal Code, as well as in the Council-approved job description in effect at the time of the execution of this Agreement, which is incorporated by reference. Amendments or modifications to the job description shall not take effect unless approved via a Council resolution. The Employee serves at the pleasure of the Common Council and is an at-will employee.

5. Compensation and Benefits. The City agrees to pay Employee an annual base salary payable in a biweekly schedule of installments at the same time that other City employees are paid. The City shall pay Employee based upon an annual base salary of \$145,000. Employee will then be placed on the City's employee classification and compensation plan (which is incorporated by reference) and receive the same increases (including cost-of-living increases) as all non-represented employees beginning January 1, 2024. Employee shall be entitled to health, dental, vision, disability, life, and other supplemental insurances on the same basis as provided to other management personnel. Employee shall receive 160 hours of PTO upon hire and shall be granted paid leave according to City policy.

6. Relocation Expenses.

- a. City agrees to provide Employee with \$5,000 for reasonable relocation expenses within the first year of her employment. In order to be eligible for this reimbursement, such housing shall be within 15 miles of the corporate limits of the City of Sheboygan.
- b. City agrees to provide Employee with up to an additional \$2,500 for relocation expenses if housing is within the corporate limits of the City of Sheboygan.
- c. Payment of such expenses will be given as a lump-sum payment based on the above requirements. Employee shall provide proof of residence to the City Administrator prior to receiving any payment. If Employee voluntarily resigns prior to the expiration of the term of this contract on December 4, 2026, she will be responsible for reimbursing the City 50% of the relocation expenses paid by the City.

7. Remote Work. Employee shall be permitted to work remotely pursuant to City policy.

8. Retirement. The City agrees to enroll Employee in the Wisconsin Retirement System ("WRS"). The City shall fund the Employer's share as determined by WRS and pay when due. Employee shall be responsible for the employee share as determined by WRS.

9. Supervision and Evaluation. Employee is subject to the City Administrator's supervision and authority to impose discipline in the same manner as other non-elected City Department Heads.

10. Documents and Materials Property of the City. All of the documents, materials, files, reports, data, work product, and the like which Employee prepares or receives while this Agreement is in effect are the sole property of the City of Sheboygan. Employee will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

11. Termination.

- a. **Resignation.** Nothing in this Agreement shall prevent, limit, or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice to the Employer at least sixty (60) days prior to separation. The City shall have no obligation to pay Employee any further compensation after the expiration of the notice period. Upon the effective date of the resignation, the City shall pay to the Employee all accrued vacation leave and other leave to which Employee is entitled under this Agreement. Failure to give the required sixty (60) day notice constitutes a waiver and forfeiture of pay for all accrued vacation leave and other leave.
- b. **Removal and Suspension.** The Common Council may terminate Employee's employment at any time pursuant to Wis. Stat. §§ 17.12 and 17.16.

12. General Provisions.

- a. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- b. **Integration and Modification.** This Agreement, including all matters incorporated by reference, represents the entire and integrated agreement between the City and Employee. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

c. **Incorporation of Employee Policy Manual.** This Agreement incorporates by reference the City's Employee Policy Manual and the City's Ethics Code. All provisions of the Sheboygan Municipal Code and regulations and rules of the Employer relating to vacation and holidays, pensions, insurance, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the Employee as they are applied to other employees of the City, in addition to the benefits specifically enumerated or accepted in this Agreement. If there is a conflict between the City Code and this Agreement, the terms of this Agreement shall prevail. If at any time the City provides other forms of benefits for management employees, they shall be offered to the Employee.

By: _____
Kelly Hendee

Date: _____

By: _____
Ryan Sorenson, Mayor

Date: _____

By: _____
Meredith DeBruin, City Clerk

Date: _____