



## FINANCE DIRECTOR/COMPTROLLER EMPLOYMENT CONTRACT

This contract and agreement made and entered into by and between the City of West Allis ("City"), a municipal corporation organized and existing by virtue of the laws of the State of Wisconsin, and Jason Kaczmarek ("Kaczmarek").

### RECITALS:

*WHEREAS*, the Common Council has established the position of Finance Director/Comptroller in the unclassified service of the City; and

*WHEREAS*, the Finance Director/Comptroller is appointed by and responsible to the Common Council for the performance of his duties; and

*WHEREAS*, the City Administrator of the City of West Allis has recommended the appointment of Kaczmarek to the position of Finance Director/Comptroller, the Common Council has approved his recommended appointment, and Kaczmarek has indicated his willingness to accept said position.

*NOW, THEREFORE*, it is hereby agreed by and between the City and Kaczmarek:

*EMPLOYMENT*: The City does hereby employ Kaczmarek in the position of Finance Director/Comptroller as set forth in the job description attached hereto as Exhibit 1 and subject to the terms and conditions hereinafter set forth.

*OATH*: Kaczmarek will take the oath for the faithful performance of his duties and responsibilities as Finance Director/Comptroller within 10 days after appointment.

*RESPONSIBILITIES*: Kaczmarek agrees to perform at a professional level of competence the services, duties and responsibilities of Finance Director/Comptroller as set forth in the laws of the State of Wisconsin and the ordinances, resolutions, regulations and policies of the City which now exist or which may hereinafter be enacted.

Kaczmarek shall be responsible to the Common Council in the discharge of his duties and responsibilities; however, such duties and responsibilities shall be exercised under the supervision of the City Administrator of the City of West Allis on a day-to-day basis in accordance with directives of the Common Council, as applicable.

Kaczmarek agrees to devote full time to his duties and responsibilities as Finance Director/Comptroller and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

*TERM OF AGREEMENT*: Kaczmarek shall assume his duties and responsibilities under this Agreement on November 16, 2020 or upon completion of the conditions listed in Section J. Kaczmarek shall serve for an indefinite term, subject to removal by the Common Council at pleasure, and without cause, by an affirmative vote of three-fourths (3/4) of all the members thereof, and upon sixty (60) days' notice prior to the effective date.

Kaczmarek may terminate his duties and responsibilities under this Agreement by submitting his written resignation sixty (60) days prior to the effective date.

*SALARY AND BENEFITS*: In consideration for the services rendered under this Agreement, the City will pay and provide salary and benefits to Kaczmarek as follows:

- A. **Salary**: The salary shall be \$109,740.80 per annum (Grade R – Step 3), paid in twenty-six (26) installments by the City, less deductions required by federal and state laws and regulations or authorized directives as permitted by City policies. On May 1, 2021, the rate shall be increased to Salary Grade R – Step 4, contingent upon satisfactory performance of applicable job duties (and unless reversed by Common Council action by a vote of three-fourths (3/4) of all of the members

thereof). Future salary levels shall be established in accordance with applicable policies and procedures. Should Kaczmarek become a resident of the City of West Allis, he will be granted West Allis Resident Incentive Premium Pay on top of the salary. [Policy 1424, 11.8]

- B. Overtime: The normal work week shall be 40-45 hours. All services more than those hours, to include attendance at meetings of the Common Council and its Committees and other duties, shall be performed by Kaczmarek without additional compensation. [RMC 2.76(9)(10)]
- C. Benefits: Kaczmarek will be eligible for all of the benefits afforded to employees holding benefitted positions including those described in Policy #1410 "Total Benefit Package" (e.g., health, dental and vision insurance, life insurance, holidays, etc.), Policy #1443 "Moving/Relocation Expenses", and Policy #1483 "Voluntary Benefit Programs" (e.g., deferred compensation, flexible spending, health savings account, etc.). Kaczmarek will be afforded health and dental coverage for him and any eligible family members effective upon date of hire.
- D. Wisconsin Retirement Fund: The City and Kaczmarek shall pay their respective employer and employee shares to the Wisconsin Retirement Fund as specified by State law. [RMC 2.76(26)]
- E. Worker's Compensation Benefits: On becoming eligible for weekly worker's compensation payments, Kaczmarek will receive Worker's Compensation Benefits in accordance with Wisconsin law. [RMC 2.76(22)]
- F. Education, Training, Professional Fees: The City will pay educational, training, and professional membership fees on behalf of Kaczmarek, as budgeted and in accordance with City policy [RMC 2.76(18)].
- G. Outside Work: Kaczmarek agrees to limit outside professional work and activity to outside City of West Allis boundaries and to comply with the Code of Ethics for City Officials as it relates to such (Revised Municipal Code Sections 3.1 – 3.3).
- H. Time Off: Upon commencement of employment 40 hours shall be added to Kaczmarek's time off bank [Policy #1410(8.0) (A)8. & 11.].
- I. Lateral Service Credit: Based on experience relevant to the position, Kaczmarek shall be placed in the years of service bank which recognizes 6-10 prior years of previous relevant experience and will remain in this higher level until he works the requisite number of years to earn additional credit [Policy # 1410(8.0)(D)].
- J. Other Terms and Conditions:  
The contract is contingent upon the following:
- Satisfactory completion of background check
  - Satisfactory completion of pre-employment drug screen
  - Verification of education, credentials, licenses/certifications

All other terms and conditions of employment not specifically detailed herein shall be governed by the provisions of the Revised Municipal Code and applicable policies and procedures of the City of West Allis, and future amendments thereto, applicable to appointments in the unclassified service.

**CONFLICTS**: Any motions, resolutions and/or ordinances heretofore adopted by the Common Council, which are inconsistent with the terms of this Agreement, are hereby superseded by this Agreement.

**AMENDMENTS**: This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the City and Kaczmarek where mutually agreeable. The waiver of any breach, term, or condition of this Agreement by either party hereto shall not constitute a precedent in the future enforcement of all its terms and conditions.

This Agreement constitutes the entire agreement between the parties hereto and no verbal statement shall supersede any of its provisions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**CITY OF WEST ALLIS**

By: \_\_\_\_\_  
Dan Devine, Mayor

By: \_\_\_\_\_  
Thomas Lajsic, Council President

By: \_\_\_\_\_  
Rebecca N. Grill, City Administrator and City Clerk

I hereby accept the offer as stated in this Contract and agree to abide by its provisions.

Dated: \_\_\_\_\_ by \_\_\_\_\_, Jason Kaczmarek

Countersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and I hereby certify that provision has been made to pay the liability that will accrue under this Contract between the City of West Allis and Jason Kaczmarek.

\_\_\_\_\_  
Kris Moen, Interim Finance Director/Comptroller

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Kail Decker, City Attorney