



Employment Contract

The City of West Allis ("City") and Jenny Kosek (the "Candidate") hereby enter into this employment contract pursuant to the terms below.

RECITALS:

WHEREAS, the position of Marketing Director (the "Position") serves as an appointed officer of the City of West Allis under state and local law; and

WHEREAS, the Position is filled through appointment by the West Allis Common Council pursuant to Wis. Stat. 62.09(3)(b)3. and applicable charter ordinances;

WHEREAS, the City Administrator has recommended the appointment of the Candidate to the Position, the common council has confirmed the Candidate's appointment, and the Candidate has accepted that appointment;

NOW, THEREFORE, the parties hereby agree to the following terms regarding the Candidate's employment while serving the City in the Position:

1. **APPOINTMENT:** Pursuant to Wis. Stat. § 62.09(3)(b)3., the Candidate is appointed to fill the Position subject to a satisfactory completion of background check, satisfactory completion of pre-employment drug screen, and verification of education, credentials, licenses/certifications.
2. **OATH:** Pursuant to Wis. Stat. § 62.09(4)(a), the Candidate will timely take the oath for the faithful performance of their duties and responsibilities (within 10 days after notice of appointment for all positions except City Assessor).
3. **BOND:** Pursuant to Wis. Stat. § 62.09(4)(b), the Candidate is not required to execute and file an official bond because the City will maintain a dishonesty insurance policy or other appropriate insurance policy that covers the Candidate, in an amount determined by the council, in lieu of the bond requirement.
4. **RESPONSIBILITIES:** The Candidate shall perform at a professional level of competence the services, duties and responsibilities of the Position 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. The Candidate shall be responsible to the Common Council in the discharge of their 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. The Candidate shall devote full-time to their duties and responsibilities with the City while serving in the Position and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

5. TERMS OF EMPLOYMENT

- a. **Commencement Date:** The Candidate's appointment to the Position is effective on March 4, 2024.
- b. **Term:** The Candidate shall serve for an indefinite term.
- c. **Salary:** The Candidate shall be paid a salary in an amount consistent with the Salary Schedule range for the Position. The actual salary paid to the Candidate within that range at any point in time shall be in an amount agreeable to the City and the Candidate.

- d. Benefits: The Candidate will be eligible for all the benefits afforded to full-time employees holding benefitted positions.
 - 1. Time Off: Upon commencement of employment 40 hours shall be added to the Candidate's time off bank and Candidate will be placed in the years of service bank which provides an allocation of 35 days per year and will remain in this higher level until the Candidate's years of service exceed this range. [Policy # 1410.8.a.i.]
- e. Eligibility for Health and Dental Coverage: If the Candidate chooses to obtain health and/or dental coverage through the City, the Candidate and their eligible family members will be afforded health and dental coverage effective upon the Commencement Date above.
- f. Outside Work: The Candidate 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 under state and local law.
- g. Terminating Employment: The Candidate may resign from the Position at any time. If the Candidate provides the City with at least 60 days' advance notice of the effective date of resignation, the Candidate will be paid for any unused hours in the Candidate's time-off bank. Candidate will forfeit and will not be paid for any unused hours in the Candidate's time-off bank if Candidate resigns from the Position without providing at least 60 days' advance notice of the effective date of resignation. The Candidate may be removed from the Position by the West Allis Common Council, at pleasure, with or without cause, but only by an affirmative vote of three-fourths of all the members thereof.

Any terms and conditions of employment not stated within this contract shall be governed by the provisions of the West Allis Municipal Code and applicable policies and procedures of the City of West Allis, and future amendments thereto, applicable to appointments in the unclassified service.

AMENDMENTS: The terms of this employment contract are subject to amendment, alteration, or addition only by subsequent agreement between and executed by the City and the Candidate 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.

Dated this 6th day of February 2024.

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 Jenny Kosek, (insert candidate name)

Countersigned this _____ day of _____, 2024 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 (insert candidate's name).

Jason Kaczmarek, Finance Director/Comptroller

Approved as to form this _____ day of _____, 2024

Kail Decker, City Attorney