



CITY CLERK 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 Claire Woodall–Vogg ("Woodall-Vogg").

RECITALS:

WHEREAS, the Common Council has established the position of City Clerk in the unclassified service of the City; and

WHEREAS, the City Clerk is appointed by and responsible to the Common Council for the performance of their duties; and

WHEREAS, the City Administrator of the City of West Allis has recommended the appointment of Woodall–Vogg to the position of City Clerk, the Common Council has approved the recommended appointment, and Woodall-Vogg has indicated willingness to accept said position.

NOW, THEREFORE, it is hereby agreed by and between the City and Woodall-Vogg:

EMPLOYMENT: The City does hereby employ Woodall-Vogg in the position of City Clerk as set forth in the job description attached hereto as Exhibit 1 and subject to the terms and conditions hereinafter set forth.

OATH: Woodall-Vogg shall file an oath for the faithful performance of the duties and responsibilities of the City Clerk.

RESPONSIBILITIES: Woodall-Vogg agrees to perform at a professional level of competence the services, duties and responsibilities of City Clerk 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.

Woodall-Vogg shall be responsible to the Common Council in the discharge of the duties and responsibilities of the position; 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.

Woodall-Vogg agrees to devote full time to the duties and responsibilities of City Clerk and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

TERM OF AGREEMENT: Woodall-Vogg assume the duties and responsibilities under this Agreement on July 6 or 13, 2020. Woodall-Vogg 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.

Prior to November 30, 2020, Woodall-Vogg may terminate this Agreement only by submitting written resignation one hundred twenty (120) days prior to the effective date. If Woodall-Vogg does not provide such proper notice of resignation, she shall forfeit any paid time off bank balance and be subject to further liquidated damages of \$2,500. After November 30, 2020, Woodall-Vogg may terminate this Agreement by submitting 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 Woodall-Vogg as follows:

- A. Salary: The salary, as a non-resident, shall be \$89,710.40 per annum (Grade N), 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. Future salary levels shall be established in accordance with applicable policies and procedures. Should Woodall-Vogg become a resident of the

City of West Allis, she 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 in excess of those hours, to include attendance at meetings of the Common Council and its Committees and other duties, shall be performed without additional compensation. [RMC 2.76(9)(10)]
- C. Benefits: Woodall-Vogg 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.).
- D. Wisconsin Retirement Fund: The City and Woodall-Vogg 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, Woodall-Vogg 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 as budgeted and in accordance with City policy [RMC 2.76(18)].
- G. Outside Work: Woodall-Vogg 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 Woodall-Vogg's time off bank [Policy #1410(8.0)(A)8. & 11.].

OTHER TERMS AND CONDITIONS: 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 Woodall-Vogg 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/Clerk

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

Dated: _____ by _____, Claire Woodall-Vogg

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 Claire-Woodall Vogg

Peggy Steeno, Finance Director/Treasurer/Comptroller

Approved as to form this _____ day of _____, 2020

Kail Decker, City Attorney