

RESOLUTION 2010-57

(8-2-10)

RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND LEGAL COMMITTEE AUTHORIZING A ONE YEAR AGREEMENT FOR THE VILLAGE ADMINISTRATOR

WHEREAS, the 2010 Budget authorized a 4/5 part time Village Administrator position; and

WHEREAS, the Board of Trustees are satisfied with the services of the present administrator and would like to provide for the continuation of said services as a 4/5 position in 2011;

Whereas, a contract extension, including a 2% salary increase, is needed to clearly define duties, responsibilities and compensation.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of an agreement with Mark Janiuk to serve as Village Administrator as a 4/5 part time employee for the year 2011 as is set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 3rd day of August, 2010.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary A. Cole, Village Clerk

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Village of Sturtevant
Employment Contract
Village Administrator
(08-03-10)

This contract is an Agreement valid beginning this ___ day of _____, 2011, entered into by and between the Village of Sturtevant and Mark Janiuk. From this point forward, the Village of Sturtevant will be referred to as “the Village” and Mark Janiuk will be referred to as “the Administrator.”

The signing of the Agreement by both parties implies acknowledgment of and agreement with the terms, covenants and promises set forth in said Agreement.

1. Employment

The Village agrees to employ the Administrator and the Administrator accepts employment as the Village Administrator, both abiding by the terms of this Agreement. The Administrator also agrees to abide by Village policies applicable to his employment as Village Administrator and to reasonable decisions made by the Village during the term of this contract. This Agreement does not include a period of probation for the position of Administrator.

2. Term of Contract

This Agreement is considered effective on January 1, 2011 and will continue for a period of one year. The details of contract termination are provided in section five (5).

3. Duties

The Administrator agrees to perform his duties as chief administrative officer of the Village under the direction of the Village Board and as stated in Ordinance 1.21. The parties agree that the Administrator will also perform the same job duties as he has been performing for the Village for the previous four years. The Administrator also agrees to perform other reasonable duties as may be assigned from time to time by the Village Board. The Administrator position requires regular attendance at meetings in addition to his presence during normal business hours as is consistent with the number of hours mandated by this contract.

4. Compensation

The Administrator will receive compensation for his employment in compliance with the current version of the Village’s Personnel Policy Manual except in specific cases stated below and unless petitioned in writing and mutually agreed by Village and the Administrator. Specific terms of compensation are as follows:

- a. Annual Salary: The Administrator’s position is a salaried position exempt from overtime benefits. The annual gross salary for 2011 will be \$61,200 payable according to regular Village payroll operations, which is biweekly.
- b. Health Benefits: The Administrator will not receive health benefits.

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- c. Retirement: The Village shall make a payment equal to 9 % of the Administrator's 2011 wages to the Wisconsin Deferred Compensation Program.
- d. Holidays: The Administrator is entitled to the same paid holidays as other Village non-union employees.
- e. Vacation: The Administrator shall be entitled to two weeks (64 hours) of paid vacation in 2011 and shall be entitled to carry over any unused vacation hours from 2010.
- f. Sick days: The Administrator shall earn 6 hours of sick leave per month and shall be entitled to carry over any unused sick days from 2010.
- g. Establishment of hours; the parties understand that the established salary is based on a work week of 80% of the full time salary. The Administrators work week shall be based on 80% of full time hours. The Administrator shall be allowed to determine what his work schedule is for the week based on 80% of full time. Outside employment: Administrator shall be allowed to engage in other outside employment provided that said employment does not conflict with nor interfere with his employment as Village Administrator.

5. Termination

- a. Events Causing Termination: In compliance with section two (2), this Agreement may also be terminated by the Village or the Administrator prior to the expiration of this Agreement as follows, and with payment terms stated for each. In the event the Administrator decides to retire prior to the end of this contract, it is the expectation of the Village Board that he shall give six months notice to the Village Board.

Payment Upon Termination: Upon termination of the Administrator's employment under the following conditions, the salary payable to the Administrator pursuant to subsection 4a will be paid in accordance with the condition for contract termination. The Village Board may terminate the Administrator for just cause by a majority vote of the Village Board. A termination for reasons other than just cause will require a 2/3 vote of the Village Board. In the event the Village Board for reasons other than just cause terminates the Administrator he shall be paid three month's salary or to the end of 2011, which ever is shorter, as a severance payment. .

- b. Return of the Village's Materials: Upon the termination of this Agreement, the Administrator will immediately return to the Village all files, keys, instruments, equipment and other materials owned or provided by the Village.

6. Remedies

In addition to other remedies provided by law or equity (fairness), upon a breach by the Administrator of the Agreement, the Village will be entitled to have a court of competent jurisdiction enter an injunction against the Administrator that prohibits any further breach of the Agreement. The Village and the Administrator further agree that the services to be performed hereunder are of a unique, special and extraordinary character. In the event of any controversy concerning the rights or obligations under this Agreement, such rights and obligations will be enforceable in a court of competent jurisdiction of law or equity by a decree of specific performance, requiring the Administrator to perform his duties and both parties to conform to this Agreement. The Village or the Administrator may

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also elect to obtain damages or other such relief if either party so chooses to pursue. Such remedies, however, will be cumulative and nonexclusive and will be in addition to any other remedies to which the Village or the Administrator may have rights.

7. Assignment

Neither this Agreement nor the respective rights, duties and obligations of the Administrator may be assigned or delegated by the Administrator or the Village to any other person except stated in Village of Sturtevant ordinances, or position descriptions of subordinate personnel.

8. Notice

Any notice permitted or required to be given to either party pursuant to the provisions of this Agreement will be in writing and sent by registered or certified mail, return receipt requested, to the following addresses:

If to the Village:

Village Clerk
Village of Sturtevant
2801 89th St.
Sturtevant, WI53177

If to the Administrator:

Current address as listed in the Village's payroll system

9. Residency

There is no residency requirement for the Administrator.

11. Entire Agreement

This document, including the signed Agreement and approved job description (job description referenced in Ordinance 1.21), and the provisions of the personnel policy manual that are not in conflict with the terms of this agreement constitute the entire agreement and understanding between the Village and the Administrator concerning employment as Village Administrator, and supercedes any and all previous agreements or understandings, whether written or oral. This Agreement will not be modified or amended except in writing with mutual consent of the Village and the Administrator. This Agreement may not be modified orally.

12. Waiver

Any breach of any covenant or provision of this agreement by either party may be waived in writing with mutual consent, but either party will not construe that waiver as a waiver of any subsequent breach.

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13. *Invalidity of Any Provision*

The provisions of this Agreement are severable in part, but not in whole, should any part of the Agreement become invalid or unenforceable. The invalid or unenforceable part of this Agreement will not affect any other part or provision in the Agreement, but the

Agreement itself will remain in full force and effect as if the invalid or unenforceable provision was omitted.

14. *Applicable Law*

This agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, and laws of the US Federal Government and other laws when applicable and enforceable.

15. *Headings*

Headings in this Agreement are for information purposes only and will not be used to construe the intent of this Agreement.

16. *Reference*

The following documents are mentioned in this Agreement and are thus incorporated as part of this Agreement:

Village of Sturtevant Personnel Policy Manual
Village of Sturtevant Ordinances

17. *Counterparts*

This Agreement may have corresponding or duplicate copies, each of which will be deemed an original but all of which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first above written.

Village of Sturtevant

By: *(print)* _____

(Signature) _____

Administrator

By: *(print)* _____

(Signature) _____