

RESOLUTION 2020-67

**RESOLUTION APPROVING REVISIONS TO EMPLOYMENT CONTRACT WITH
THE VILLAGE ADMINISTRATOR**

The Village Board of the Village of Caledonia ("Village"), Racine County, Wisconsin, resolves as follows:

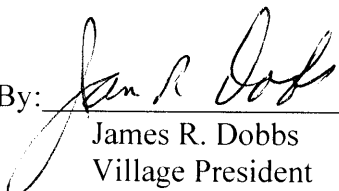
RECITALS


1. Thomas J. Christensen ("Mr. Christensen"), who has been serving as Village Administrator since May 1, 2015, plans to retire sometime in 2021 but has agreed to continue serving in his position pending the Village's search for a new Village Administrator.
2. The parties have determined that the current employment contract, which terminates on December 31, 2020, needs to be extended.
3. The revised contract establishes a term for Mr. Christensen's continued employment as the Village Administrator beginning January 1, 2021 and ending on June 30, 2021, unless the parties mutually agree to extend the contract for up to an additional six (6) month period.
4. The revised contract provides for a continuation of Mr. Christensen's salary of \$125,000.00 per year and 25 days of paid vacation, both to be pro-rated in accordance with the actual length of service in 2021.

NOW, THEREFORE, BE IT RESOLVED that the Employment Contract attached as Exhibit A providing for the revisions discussed above be, and hereby is, approved.

Adopted by the Village Board of the Village of Caledonia this 17th day of August, 2020.

VILLAGE OF CALEDONIA

By: 
James R. Dobbs
Village President

Attest: 
Karie Pope
Village Clerk

770272.001(555)

EMPLOYMENT CONTRACT

This AGREEMENT, effective as January 1, 2021, is made and entered by and between the VILLAGE OF CALEDONIA ("the Village") and THOMAS J. CHRISTENSEN ("Mr. Christensen") (the "Agreement").

RECITALS

A. Mr. Christensen, who has been serving as Village Administrator since May 1, 2015, plans to retire sometime in 2021 but has agreed to continue serving in his position pending the Village's search for a new Village Administrator.

B. The Village and Mr. Christensen desire to define and clarify the essential terms governing his continued employment.

NOW, THEREFORE, the parties do mutually agree to the following:

1. **EMPLOYMENT**. Mr. Christensen shall continue to serve as Village Administrator, abiding by the terms of this Agreement.

2. **TERM**. This Agreement establishes a term for Mr. Christensen's continued employment as the Village Administrator beginning January 1, 2021 and ending on June 30, 2021, unless the parties mutually agree to extend the contract for up to an additional six (6) month period, provided however that:

- a. Mr. Christensen may terminate this Agreement with thirty (30) days advance written notice.
- b. The Village Board may terminate Mr. Christensen's employment by a majority vote of the Village Board. In the event the Village Board terminates Mr. Christensen's employment, and provided that Mr.

Christensen is not terminated "for cause" as that phrase is defined in Wis. Stat. §17.001, he shall be paid three (3) months salary as a severance payment.

3. **COMPENSATION.** Mr. Christensen shall continue to receive an annual salary of \$125,000.00, to be pro-rated in accordance with the actual length of service in 2021. There shall be no future salary adjustments within the term set forth in this Agreement.

4. **DUTIES.** As Village Administrator, Mr. Christensen shall serve as the Chief Administrative Officer of the Village. The powers, duties, and responsibilities of the Village Administrator shall be as provided by the Village Board in a manner consistent with the laws of the State of Wisconsin and the ordinances of the Village. If the Village Board hires a new Village Administrator during the term of this Agreement, Mr. Christensen shall work with the new Village Administrator to ensure a smooth transition. Attached as Exhibit A, and incorporated herein by reference, is a copy of the Village-approved job description for the position of Village Administrator.

5. **BENEFITS.** The Village shall provide Mr. Christensen with the benefits set forth in the Village of Caledonia's current Personnel Manual, subject to the following modifications:

- Mr. Christensen shall receive up to twenty-five (25) days of paid vacation in 2021, the precise amount allocated to be pro-rated in accordance with the actual length of service in 2021.
- Mr. Christensen declines to participate in the Village's health insurance program but may participate if he chooses, in the Village's Dental Coverage Plan offered to Village employees.

- In addition, Mr. Christensen, who is presently receiving an annuity from the Wisconsin Retirement System (“WRS”), shall not be covered under the WRS as a Village employee, and thus: (1) shall not be entitled to make contributions to the WRS based upon Village employment, and (2) shall not be entitled to any Village contributions to the WRS on his behalf. Mr. Christensen further waives any right to become covered under the WRS as a Village employee in the event that he elects to stop receiving his WRS annuity benefits.
- In the event that the Village is obligated by law to extend WRS benefits to Mr. Christensen, his compensation shall be reduced commensurately. In the event that Mr. Christensen opts to participate in the Village's group health insurance plan, the parties agree that the total cost for health insurance premiums shall be shared on a 50/50 basis.

6. **TERMS AND CONDITIONS OF EMPLOYMENT.** Except as modified herein, Mr. Christensen shall be subject to the terms and conditions of employment as set forth in the Personnel Manual, as amended from time-to-time.

7. **MODIFICATION OF AGREEMENT.** This Agreement may be modified by the mutual written consent of both parties at any time.

8. **PERFORMANCE REVIEW, GOALS AND PERFORMANCE OBJECTIVES.** The Village President and the Chair of the Personnel Committee shall meet with Mr. Christensen, from time to time, to discuss and prioritize ongoing goals and objectives

that are determined necessary for the proper operation of the Village and for the attainment of the Village's policy objectives.

9. **ENTIRE AGREEMENT.** This written Agreement supersedes and supplants any prior oral promises or written agreements between the parties and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the day and year set forth below.

Dated this 19 day of August, 2020. Dated this 19 day of August, 2020.

VILLAGE OF CALEDONIA

By: James R. Dobbs
James R. Dobbs
Village President

Thomas J. Christensen
Thomas J. Christensen

Attest: Karie Pope
Karie Pope
Village Clerk