

Employment Agreement

This Employment Agreement is made and entered into by and between the Village of Harrison, Wisconsin (“Employer”) and Chad Pelishek (“Employee”) for the position of Village Manager for the Village of Harrison, Wisconsin on this _____ day of January 2025. Employer and Employee (“Parties”) hereby state as follows:

WHEREAS, the Village of Harrison (Employer) wishes to employ Chad Pelishek (Employee) as the Village Manager for the Village of Harrison, Wisconsin; and

WHEREAS, Chad Pelishek wishes to accept employment as Village Manager for the Village of Harrison, Wisconsin; and

WHEREAS, Employer and Employee (collectively “Parties”) desire to enter into this Agreement regarding the compensation, duties, and other benefits, consideration, and mutual understandings set forth herein;

THEREFORE, in consideration of the mutual promises and assurances set forth below, the Parties agree to the following:

1. Position and Duties.

- Chad Pelishek is hereby appointed as the Village Manager for the Village of Harrison. The Village Manager is an exempt salaried position.
- The Village Manager shall perform all duties specified for that position in the Village Charter of Ordinances Section 1.05(A)(c), position descriptions and policies, the laws of the State of Wisconsin, and to perform such other proper duties as assigned by the Village Board of Trustees (“Village Board”) as well as any other duties or obligations mutually agreed by the Parties in the course of, and pursuant to, Mr. Pelishek’s employment as Village Manager.
- Mr. Pelishek shall be present at the Village of Harrison in his office Monday through Friday each week during normal business hours, including attending all Village Board meetings each Tuesday evening until such meetings are completed except as otherwise set forth in this Agreement.

2. Term of Employment.

- Chad Pelishek is hereby appointed as the Village Manager for the Village of Harrison for an indefinite term starting on the date set forth in this Employment Agreement, subject solely to “for cause” termination defined as neglect of duty, misconduct, malfeasance, or incompetence by a vote of at least five-to-two (5 – 2) by the Village Board or upon voluntary resignation by Employee. *See* Section 6.

3. Compensation.

- For Calendar year 2025, Mr. Pelishek shall receive an annual salary of \$140,000.00 pro-rated from the commencement of his hiring as Village Manager.
- Base salary for the calendar year 2026 and thereafter shall be determined by the Village Board during the budget and evaluation process and shall be commensurate with the across-the-board adjustments for non-represented employees of the Village.
- Mr. Pelishek may also be eligible for additional compensation or financial enhancements at the discretion of the Village Board based on merit and/or annual performance evaluations that exceed the general adjustments for Village employees.

4. Benefits. Except as set forth in this section, Mr. Pelishek shall receive all employee benefits provided by the Village of Harrison employee handbook and Benefits Brochures provided to all Village employees with the following modifications:

- The Village acknowledges Mr. Pelishek's sixteen (16) years of prior and extensive municipal experience and agrees to provide equivalent Paid Time Off (PTO) per the Village Handbook.
- In the event of Mr. Pelishek's resignation, the Village shall pay the equivalent of Mr. Pelishek's accrued vacation as of his last date of employment. See Section 6.
- The Village shall pay for Mr. Pelishek's professional memberships in administrative-related organizations including, but not limited to, ICMA, WCMA. Such compensation extends to conferences and attendance at agreed events for Wisconsin municipalities, subject to budgetary constraints and as agreed by the Parties.
- The Village shall pay up to \$2,500.00 per year for any trainings, conferences, or continuing education relating to Mr. Pelishek's professional development as Village Manager.
- Employer shall reimburse Mr. Pelishek for any mileage associated solely with his travel for job-related events, conferences, or trainings agreed by the Parties. All mileage and reimbursements shall utilize current Internal Revenue Service (IRS) rates. Mr. Pelishek will provide all mileage reimbursement requests to the appropriate Village department no later than seven business days following any work-related travel. (This excludes his regular commute and any consequential community events that Mr. Pelishek will attend.)

5. Residency, Community Events, and Inclement Weather.

- In order to preserve the extensive re-location costs that would be incurred by the Village of Harrison regarding Mr. Pelishek's family's relocation, the Village of Harrison agrees that Mr. Pelishek is fully capable, experienced, and qualified to sufficiently and effectively manage Village affairs as required without permanent relocation of his family to the Village of Harrison. The Village shall not require Mr. Pelishek's relocation and acknowledges that Mr. Pelishek's personal residency shall not affect the quality of his duties, work, and obligations as Village Manager in any way.

- Mr. Pelishek agrees that he shall not seek reimbursement or mileage for his regular commuting and driving time to the Village of Harrison on a daily basis and for any Harrison events that he and his family may participate in.
- Mr. Pelishek may work remotely in the event of inclement weather. Such remote work due to inclement weather shall not limit Employee's duties and commitment to ensure all obligations are carried out as reasonably possible during inclement weather situations. Inclement weather is defined as any that creates hazardous driving or road conditions including, but not limited to, severe storms, ice, winter storms, or other common inclement weather conditions.

6. Termination and Resignation.

- It is the express intention of the Parties that Employee Chad Pelishek can only be terminated for just cause by a vote of five-to-two (5 to 2) by the Village Board. Any vote by the Village Board under this section requires all Village Board members to be present and a full vote of all Village Board members.
- For purposes of this Agreement, "just cause" is defined as neglect of duty, misconduct, malfeasance, or incompetence.
- It is the express intent of the Parties to this Agreement that this provision supersedes the Village Charter Ordinance in relation to Mr. Pelishek's termination as provided under Sec. 1.05(A)(b).
- The Parties agree that the ordinary disciplinary process under this Agreement is a four-step process that includes (1) oral warning, (2) written warning supported by written facts, (3) a reasonable opportunity for correction not to exceed 30 days, and (4) termination. The Parties agree that Mr. Pelishek will be afforded Notice of any charges, presentation of Employer's evidence, and an opportunity to be heard as set forth under law. *See Loudermill v. Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985).
- Notwithstanding the foregoing, in the event that the Board votes by a margin of at least five-to-two (5 to 2) that Employee engaged in a course of action that is illegal, highly likely to put the Village, its citizens, or its employees at a substantial risk of irreparable harm, the Village reserves its right to skip any of the above steps and proceed directly to termination.
- Notwithstanding the foregoing, in the event that the Board votes by a margin of at least five-to-two (5 to 2) that the Board has lost confidence in Employee's ability to effectively manage the affairs of the Village and perform the duties set forth in this Agreement and/or the Charter Ordinance, the Board may nevertheless terminate Employee without a finding of "just cause;" however, any severance due under this Agreement shall be doubled.
- The Parties agree that there will be no reduction in pay or benefits whatsoever through the duration of Mr. Pelishek's employment.

- Employer agrees to pay severance to employee [in lump sum OR in the usual course of payroll] within thirty days of any termination for which he is entitled to severance. The severance period shall begin at six months' worth of wages beginning at the date of signing this Agreement. Following each annual satisfactory performance evaluation, one month shall be added to Employee's severance period. Severance amounts for Employee shall not exceed an aggregate severance period of 12 months' worth of wages which shall be the maximum severance period (unless doubled as provided in this Section 6). No severance shall be due if Employee is convicted of a crime in a court of competent jurisdiction relating to any for-cause termination of Employee; and the Village may suspend payment during the pendency of any such criminal action until fully adjudicated. In the event the Board votes by a margin of at least five-to-two (5 to 2) that substantial evidence of financial malfeasance exists, Employer may withhold payment of severance for a reasonable period of time to allow Employer to conduct an internal investigation and refer charges to the District Attorney.
- For purposes of this Agreement, termination includes the dissolution of the Village Manager position or any significant reduction in job duties without the signed consent of all Parties to this Agreement.
- In the event of Mr. Pelishek's resignation, he shall provide one hundred and twenty (120) days' written notice to the Village Board. In the event of Mr. Pelishek's resignation, he shall receive compensation for any accrued vacation earned or due up to the date of resignation (final date of employment).

7. Performance Evaluations.

- Each year, beginning in 2025, Mr. Pelishek will be provided with an annual performance evaluation no later than September 30 of every year. The performance evaluation will be completed by the Village Board President with input from the Village Board. Such evaluations shall include annual adjustments commensurate with the Village standards for non-represented employees of the Village.
- The Village Board President, with input from the Village Board, shall provide the process, form, criteria, and format for all annual performance evaluations of Mr. Pelishek in a timely manner based on Agreement between Mr. Pelishek and the Village Board President.

8. Outside Employment.

- As Village Manager, Mr. Pelishek agrees that he shall neither seek nor accept any outside employment nor any contracting for services to any other municipality while serving as Village Manager. Mr. Pelishek shall devote his time, energy, and attention to the business of the Village of Harrison and shall hold no other employment or invest with any firm, corporation, or legal entity that violates the ICMA Code of Ethics.

9. Modification.

- This Agreement shall remain in full force and effect until modified by the Parties. Any modification of the terms of this Agreement must have the concurrence of three-fourths vote of the Village Board, be in writing, and be executed by both the Village of Harrison and Employee Chad Pelishek.

10. Conflicts With Other Ordinances or Village Policies.

- To the extent the terms of this Agreement conflict with any ordinances, policies, laws, or customs, this Agreement shall supersede and prevail over all other policies, laws, or ordinances.

11. Entire Agreement.

- This Agreement constitutes the entire understanding and agreement of the Parties and shall govern the terms of Mr. Pelishek's employment as Village Manager with and for the Village of Harrison. This Agreement supersedes all negotiations or previous agreements between the parties.

12. Governing Law.

- This Agreement shall be construed according to the laws of the State of Wisconsin, without giving effect to the conflict of law provisions thereof.

13. Severability.

- If any provisions of this Agreement, or any portion thereof, is held by a Court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

Chad Pelishek

Village of Harrison

Chad Pelishek

Name: _____

Date: _____

Title: _____

Date: _____