

RESOLUTION NO. 2021-

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT
WITH JASON BIELAWSKI**

WHEREAS, Jason Bielawski has served the Village of Roselle as Assistant Village Administrator since July, 2006 and Acting Village Administrator since May, 2021; and

WHEREAS the Village administrator is appointed by the Village President with the advice and consent of the Village Board, Roselle Village Code; Ch 2; Art VIII Section 2-209 (the Code); and

WHEREAS, the Village President of the Village of Roselle has determined its appropriate to appoint Jason Bielawski to the position of Village Administrator based upon his tenure, education, experience, knowledge of the accepted practices of the duties of the position, and competence as a professional administrator; and

WHEREAS, the Village Board concurs by advice and consent with the appointment;

WHEREAS, the Code requires the Village Administrator to accept the terms of a "Letter of Agreement-Conditions of Appointment" as a condition of the employment; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois that:

1. Jason Bielawski, by appointment of the Village President and with the advice and consent of the Village Board, is hereby appointed Village Administrator and;
2. The "Letter of Agreement-Conditions of Appointment", which is attached hereto and made a part thereof as if fully set forth as Exhibit 1, is hereby approved.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 28th day of June, 2021

AYES:
NAYS:
ABSENT:

Mayor, Village of Roselle

ATTEST:

Village Clerk



David Pileski *Mayor*
Patty Burns *Village Clerk*

Letter of Agreement – Conditions of Employment Jason Bielawski, Village Administrator

Introduction:

This Letter of Agreement is between the Village of Roselle, hereafter referred to as “Employer” and Jason Bielawski, hereafter referred to as “Employee”. The Letter of Agreement sets forth the conditions of employment for the “Employee” as agreed to by both parties. The conditions of employment are as follows:

Section 1: Duties and Authority

The Employee has been appointed by the Mayor, with the advice and consent of the Roselle Board of Trustees, to serve as Village Administrator. They will perform the functions and duties specified in the Village of Roselle Code of Ordinances (Chapter 2, Article VIII, Section (2-208 – 2-219), the attached Village Administrator job description, and other appropriate duties assigned by the Mayor and Board of Trustees.

Section 2: Term

This Letter of Agreement shall remain in full force and effect from June 28, 2021 until terminated by the Employer or the Employee as provided for in Sections 12 and 13 of this Letter of Agreement or the last day of the Mayor’s current term of office whichever occurs earlier.

Section 3: Compensation

The Employer agrees to pay the Employee a salary of \$163,000 per year to be paid in the same manner as other employees of the Village. A salary review shall occur in conjunction with the Employee’s annual performance evaluation pursuant to Section 10 and the Mayor and Board of Trustees may adjust the Employee’s annual compensation and/or award performance based incentives as the Mayor and Board of Trustees shall deem appropriate.

Section 4: Health, Dental, Life, and Disability Insurance Benefits

The Employer agrees to provide and pay for health and dental insurance premiums for the Employee and their dependents on the same basis as other management employees of the Employer. The Employee will be responsible for paying the portion of monthly cost of health and dental insurance based on the percentage

other management employees in the Village pay. The Employer, at its cost, will provide term life insurance in an amount equal to two times the Employee's annual salary rounded to the highest \$1,000.

Section 5: Vacation, Sick Leave, and Other Accrued Leave Benefits

The Employee will earn 20 vacation days annually. In addition, the Employee will receive all other accrued leave benefits other management employees receive per the Village of Roselle Personnel Policy Manual. The Employee will retain all accrued leave benefit time earned while serving as Assistant Village Administrator and Village Administrator.

Section 6: Retirement

The Employee will be enrolled in the Illinois Municipal Retirement Fund (IMRF). The Employer will make the appropriate contribution on the Employee's behalf. In addition to this IMRF state retirement and disability program contribution, the Employer will contribute \$3,500 annually on behalf of the Employee into a 401(a) plan in equal proportionate amount each pay period. If the Employee performs their full time duties through their last day of work before retirement, they shall be entitled to all retirement benefits as provided other management employees in the Village of Roselle Personnel Policy Manual.

Section 7: General Business Expenses

Within funding limits set forth in the Annual Budget, the Employer will reimburse the Employee for all reasonable travel, conferences, meeting expenses, professional dues, and subscriptions to adequately continue the professional development of the Employee and to pursue necessary functions for the Employer. The Employer will continue to provide the Employee with a computer, cell phone, and any other reasonable technology consistent with standard use by other management employees required for the Employee to perform the job and maintain communication. The Employee is expected to actively participate in local community events, civic clubs, and organizations such as the Taste of Roselle and Chamber of Commerce activities for which reasonable expenses will be reimbursed by the Employer.

Section 8: Hours of Work

Any time off requested by the Employee during the work week will be at the approval of the Mayor. The Employee will be required to have the Mayor approve all vacation or other accrued time off benefits in advance.

Section 9: Outside Activities

In recognition that certain outside teaching opportunities provide indirect benefits to the Employer and community, the Employee may elect to accept limited teaching opportunities with the understanding that this arrangement will not interfere or conflict with their responsibilities as Village Administrator.

Section 10: Performance Evaluation

The Employee's performance evaluation will be conducted within 45 days of the last day of the fiscal year. At a minimum, the performance evaluation process will include a written evaluation of the Employee's work performance during the previous year's rating period, a meeting and discussion with the Mayor and Board of Trustees, a review of the Employee's goals and objectives for the next year's rating period, and a written summary of the evaluation results.

Section 11: Residency

The Employee will not be required to establish residency within the corporate boundaries of the Village of Roselle during the term of this Letter of Agreement.

Section 12: Resignation

If the Employee voluntarily resigns from their position as Village Administrator with the Employer, the Employee shall provide a minimum of 60 days notice to the Mayor unless the Employer and Employee agree otherwise. In the event of resignation, the Employee will be compensated with all their earned accrued benefit time up to the date of resignation per policies for management employees described in the Village's Personnel Policy Manual.

Section 13: Termination and Severance

For purposes of this employment, the Employee shall be an "employee at will". The Employee may be terminated with or without cause at any time by written notice from the Mayor. If the Employee voluntarily resigns or is terminated for cause, the Employer will have no obligation to pay a severance allowance or continue health and dental insurance coverage for the Employee.

For purposes of this Agreement, "cause" shall mean the commission of a felony or for the misdemeanor offense of deceptive practices or theft, official misconduct as defined by the State Statutes of the State of Illinois; dishonesty, insubordination, or resignation.

If the Employee is terminated by the Employer without cause or involuntarily resigns following a suggestion or directive by a majority of the Village Board to do so they will be entitled to severance pay in the amount equal to twenty (20) weeks salary. Upon termination without cause, the Employee will also be entitled to Employer health and dental insurance, for the duration of the 20 weeks severance term, at the same proportional rate as Employee paid before the termination. The rate of the severance will be based on the salary of the Employee's pay at the time of termination. The severance term will commence from the date of notice of termination provided, in writing, by the Mayor. In the event of termination with or without cause, the Employee shall be compensated for all salary and accrued benefits as of the effective date of termination.

Section 14: Other Terms and Conditions of Employment

Employer shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of the Employee except to the degree such a reduction similarly affects all management employees. The Village of Roselle Personnel Policy Manual will govern all matters not specifically addressed in this Agreement.

Section 15: Indemnification

The Employer agrees to indemnify and defend the Employee in a manner required by State law and to pay the full cost of any fidelity or other bond required of the Employee.

Accepted by:

Mayor David Pileski: _____ Date:

Jason Bielawski: _____ Date: