

## **EMPLOYMENT AGREEMENT**

The Village of Howard, Wisconsin (Employer) and Paul F. Evert (Employee) agree to the following terms for Mr. Evert's employment as the Village Administrator of Howard.

1. **EMPLOYMENT.** The Employer hereby employs the Employee to serve as the Administrator of the Village of Howard and the Employee hereby accepts employment upon the terms and conditions herein set forth.
2. **PERFORMANCE.** The Employee agrees to devote all of his time and efforts to the performance of his duties as Administrator. No outside employment (besides adjunct teaching, presenting at professional seminars or other teaching-related activities) shall be allowed without written consent of the Village Board.
3. **COMPENSATION.** For all of the services to be rendered by the Employee in any capacity hereunder during the term of this agreement, Employer agrees to pay the Employee the salary of \$99,500 per annum, from the commencement of employment to the one-year anniversary of employment. The board agrees that the salary may be reviewed following a six month performance evaluation. Thereafter, salary adjustments shall be in accordance with performance evaluations to be administered by the Village Board every October, and by a majority vote of the Village Board.
4. **EVALUATION.** The Employee shall be evaluated by the Village Board on an annual basis according to an evaluation process mutually agreed upon by the Employer and the Employee. The Village Board will periodically review with the Administrator the goals and objectives that have been set for the Administrator.
5. **HEALTH AND INSURANCE BENEFIT.** The health, dental, life, and disability insurance benefit shall consist of the current village plans with the same co-pay as other non-represented employees.
6. **RETIREMENT.** The retirement benefit shall consist of the current village plan through the Wisconsin State Retirement system in accordance with the provisions of Wisconsin Act 10 and subsequent changes or amendments.
7. **PAID TIME OFF.** In lieu of sick leave, the Employee shall receive paid time off from the starting date of employment pro-rated through December 31, 2011 as defined in the Village of Howard Personnel Policy. On January 1, 2012 and each succeeding year that the Employee is employed, an additional forty-eight (48) hours of paid time off shall be granted, to a maximum accumulation of thirty-three (33) days, in accordance with the Village's Personnel Policy.

8. VACATION. The employee shall receive four (4) weeks (20 days) of vacation annually. Vacation for 2011 shall be prorated for the balance of the year from the start date through December 31, 2011.

9. VEHICLE AND MILEAGE REIMBURSEMENT. The Employee shall have access to a vehicle furnished by the Village. The vehicle shall be used by the Administrator and other Village officials for business purposes and local travel only. In the event that a village vehicle is not available, the Employees shall receive mileage reimbursed at the current IRS rate for personal use of his vehicle. OR, the Employee may choose to use his personal vehicle for Village business. In that event, the Employee shall receive a monthly car allowance of \$150.00. The Employee may choose the Vehicle Plan option on January 1 of each year.

10. PROFESSIONAL DUES AND DEVELOPMENT ACTIVITIES. The Employer agrees to pay dues for the Employee's membership in the International City/County Management Association and the Wisconsin City/County Management Association. The Employer will allow the Employee to attend ICMA and WCMA conferences and other professional development activities, including WCMA & ICMA committee meetings. The Administrator shall have an annual budget of \$2,500 for ICMA & WCMA activities. The Village shall also pay the Administrator's quarterly membership dues for the Rotary Club of Green Bay.

11. EMPLOYEE TERMINATION. Because the Employee is an "at will employee", the Employee can be terminated at any time by a two-thirds (2/3) vote of the entire Village Board.

If termination is without cause, the Employee shall receive written notice of termination. In such a termination without cause, the Employee shall receive six (6) months salary and health insurance coverage as severance compensation. The salary amount shall be paid as a lump sum. Health insurance coverage shall continue for six (6) months or until the Employee is re-employed, whichever is the shortest period of time.

If termination is for cause, defined as malfeasance, misfeasance, or willful misconduct in office, the Employee shall be terminated immediately upon written notice and with due process and is not entitled to severance compensation.

12. RESIGNATION BY EMPLOYEE. The Employee shall give the Employer thirty (30) calendar days written notice of his intention to resign. Accumulated vacation and paid time off cannot be applied to the thirty day notice period, but will be paid out to the Employee at the completion of employment.

13. RESIDENCY. The Employee shall live in the Village.

14. MOVING EXPENSES. The Village shall reimburse the Employee for moving expenses equal to the lowest of three (3) bids up to a maximum of \$4,500.

16. EQUITY. The Employer shall not reduce the salary and/or benefits of the Employee unless the salary and/or benefits of all non-represented employees are reduced in the manner and by the same percentage. Should such action occur, the Employee can deem himself terminated and subject to the six (6) months severance payment.

17. COVERAGE. This employment agreement is in addition to the condition of employment defined in the ordinance and nothing in this agreement shall contravene the ordinance.

18. AMENDMENTS. This employment agreement can be amended only by an agreement in writing signed by both parties.

Approved by the Village of Howard Board on this \_\_\_\_\_ day of August, 2011.

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Burt R. McIntyre, Village President

Attest:

\_\_\_\_\_  
Chris Haltom, Finance Director

Accepted by

\_\_\_\_\_  
Paul F. Evert

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Date