

Management Employment Contract

This agreement is entered this ____ day of _____, 2008, by the City of Republic, Missouri, hereafter referred to as CITY and Andrew J. Hager, Jr., hereinafter referred to as EMPLOYEE.

1. AGREEMENT:

The CITY hereby agrees to hire the EMPLOYEE as Municipal Court Judge for the CITY to perform the functions and duties specified by the *job description* for the City of Republic, Missouri, and to perform other legally permissible and proper duties and functions as are assigned to the EMPLOYEE by the appointing authority of the CITY. The appointing authority is either the City Administrator or Mayor and City Council as specifically provided for in the applicable city code, city charter or city personnel manual provisions unless otherwise designated by ordinance, charter section or personnel manual provision.

2. SALARY:

The CITY will pay the EMPLOYEE a salary as set forth on the attached Exhibit payable in installments on the same payday as other employees of the CITY. In addition, the CITY agrees to increase said base salary and/or other benefits of EMPLOYEE in such amounts and to such extent as the CITY may determine that it is desirable to do so on the basis of an annual salary review of said EMPLOYEE made at the same times as similar consideration is given other employees generally.

3. TERMS OF EMPLOYMENT:

A. The CITY may at any time terminate the employment of the EMPLOYEE with advanced written notice as provided further herein.

B. The EMPLOYEE may at any time resign from EMPLOYEE'S position as Municipal Court Judge with advanced written notice as provided further herein.

C. This agreement shall remain in full force in effect from the 14th day of January 2008, until terminated by the CITY or the EMPLOYEE as provided in this agreement or for a term of two years.

D. Such additional terms of employment as are deemed appropriate for this position may be set forth in an Exhibit attached hereto and incorporated herein.

4. TERMINATION AND SEVERANCE PAY:

A. In the event EMPLOYEE is terminated by the CITY before expiration of the aforesaid term of employment and during such time that EMPLOYEE is willing and able to perform EMPLOYEE'S duties under this agreement, then in that event CITY agrees to pay EMPLOYEE a maximum payment equal to three (3) months aggregate salary, as severance pay, payable in a lump sum and the CITY will pay the EMPLOYEE health insurance premiums under EMPLOYEE'S existing city coverage for three (3) months. This is provided however, that in the event EMPLOYEE is terminated because of EMPLOYEE'S conviction of an illegal act, then, in that event, the CITY shall have no obligation to pay the aggregate severance sum or health insurance designated in this paragraph.

B. In the event the CITY at any time during the term of this agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all Department Heads of the CITY, or in the event the CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the CITY that EMPLOYEE resign, then, in that event, EMPLOYEE may, at EMPLOYEE'S option, be deemed to be "terminated" at the date of such reduction or such refusal, to comply within the meaning and context of the herein severance pay provision.

C. In the event EMPLOYEE voluntarily resigns EMPLOYEE'S position with the CITY before expiration of the aforesaid term of his employment, then EMPLOYEE shall give the CITY thirty (30) days written notice in advance, unless the parties otherwise agree.

D. Notice of termination of employment of EMPLOYEE by the CITY shall be in writing. Notice shall be sent seven (7) days prior to the effective date of termination.

5. PERFORMANCE EVALUATION:

A. The appointing authority or designee shall review and evaluate the performance of the EMPLOYEE at least once annually on or about the contract anniversary date. Said review and evaluation shall be in accordance with specific criteria which may be added to or deleted from as the appointing authority may from time to time determine, in consultation with the EMPLOYEE. Further, the appointing authority or designee shall provide the EMPLOYEE with a written statement summary of the findings of the appointing authority and provide an adequate opportunity for the EMPLOYEE to discuss EMPLOYEE'S evaluation with the appointing authority.

B. Annually, the appointing authority and EMPLOYEE shall define goals and performance objectives which they determine necessary for the proper operation of the CITY and in the attainment of the CITY'S policy objectives and shall further establish a relative priority among those various goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the appointing authority and EMPLOYEE mutually agree to abide by the provisions of applicable law.

6. HOURS OF WORK:

The EMPLOYEE shall be charged with the responsibility of spending whatever hours are necessary in properly carrying out EMPLOYEE'S duties.

7. AUTOMOBILE:

EMPLOYEE'S duties require the use of an automobile for business purposes and based upon the extent of that use, the EMPLOYEE expense shall be addressed in one of three ways as follows:

A. X The EMPLOYEE shall receive the standard mileage rate established for approved city business;

Or

B. _____ The CITY agrees to provide a monthly automobile allowance of _____ Dollars (\$_____.00) to the EMPLOYEE. The EMPLOYEE is responsible for purchase, operation, maintenance, repair, insurance, and replacement cost of said automobile.

Or

C. _____ The EMPLOYEE will be allowed the use of a city vehicle.

8. VACATION, SICK AND MILITARY LEAVE:

Not Applicable

9. DISABILITY, HEALTH, ACCIDENT, AND LIFE INSURANCE:

Not Applicable

10. RETIREMENT:

Not Applicable

11. DUES AND SUBSCRIPTIONS:

Not Applicable

12. PROFESSIONAL DEVELOPMENT:

A. The CITY may, upon request by EMPLOYEE, budget for and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for the CITY subject to approval of the appointing authority or the authorities designee.

B. Not Applicable

13. CIVIC CLUB MEMBERSHIP:

Not Applicable

14. INDEMNIFICATION:

The CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as Municipal Court Judge, except for fraud or gross negligence. The CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

15. BONDING:

The CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any law, if any.

16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. The appointing authority in consultation with the EMPLOYEE, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, or any other law.

B. Not Applicable

C. Not Applicable

D. Not Applicable

E. The EMPLOYEE will not be required to reside within the Republic city limits.

F. Not Applicable

17. NO REDUCTION OF BENEFITS:

Not Applicable

18. MOVING EXPENSES:

Not Applicable

19. NOTICES:

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

a. CITY: Mayor Jim Collins, City of Republic
213 North Main Street
Republic, Missouri 65738

b. EMPLOYEE: Andrew J. Hager, Jr.

Alternately, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

20. GENERAL PROVISIONS:

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs as law and executors of the EMPLOYEE.

C. This agreement shall become effective commencing on the 14th day of January 2008.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Republic, Missouri has caused this agreement to be signed and attested by its City Clerk, and the EMPLOYEE has signed and executed this agreement, both in duplicate, the day and year first above written.

James H. Collins, Mayor
City of Republic, Missouri

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Andrew J. Hager, Jr.

EXHIBIT A

The following terms shall apply to this agreement:

1. Salary of \$17,196.52 per year