

EMPLOYMENT AGREEMENT

1. **DUTIES OF TOWN MANAGER.** agrees to perform the services of Town Manager for St. John. Under Indiana Code §36-5-5-2, the Town Manager is the administrative head of the Town government. As such, you shall have the following duties:

a. **Attendance.** Attend meetings of the Town Council and other boards of the Town, including the Plan Commission, Board of Zoning Appeals, Parks Advisory Council, and other subdivisions of the Town government as directed by the Town Council;

b. **Recommendations.** Provide to the Town Council recommendations for actions which he deems advisable;

c. **Information.** Provide to the Town Council information regarding activities, projects, developments and issues which affect the general welfare of the citizens of St. John;

d. **Communication.** Provide to the Town Council information of importance concerning matters which relate to their areas of responsibility;

e. **Human Resources.** Hire, supervise, promote, demote, discipline, discharge, remove or transfer St. John employees, other than those in the Police Department, Fire Department, Park Department, and those in the office of the Clerk-Treasurer, and otherwise manage the human resource matters in accordance with the Town Ordinance and Policy, applicable Indiana law, and applicable federal law;

f. **Compensation Administration.** Administer the compensation of St. John employees, excluding the employees in the office of the Clerk Treasurer, in accordance with the salary ordinance, applicable Indiana law and applicable federal law;

g. **Enforcement of Ordinances.** Administer and enforce all ordinances, orders and resolutions of the Town Council and all statutes and regulations as required by law;

h. **Financial.** Prepare budget estimates, develop capital improvement plans and financial plans as directed by the Town Council in cooperation with the

Clerk-Treasurer, St. John's financial consultant, the Town Council, the Town's boards and commissions, and department heads;

i. **Contractual Authority.** Enter into, execute and bind St. John to contracts as directed by the Town Council for materials, supplies, services or improvements in accordance with legal requirements;

j. **Service Agent.** Receive for St. John service of process of summons;

k. **Media Contact.** Serve as the primary contact person for St. John with the news media for all matters except police matters;

l. **Citizen Contact.** Serve as the primary contact person for concerned citizens, neighborhood associations, civil groups and other community organizations;

m. **Property Management.** Manage and supervise the acquisition, disposal, improvement, repair and maintenance of St. John property;

n. **Cooperation with Clerk-Treasurer, Police Chief, Fire Chief and Park Superintendent.** Cooperate with the Clerk-Treasurer, Police Chief, Fire Chief, and Park Superintendent concerning matters which affect these departments and divisions of Town government;

o. **Delegation.** Delegate to St. John employees responsible to him any of his powers which are necessary for the proper administration of the Town government;

p. **Fiscal Management.** To the extent authorized by law, approve expenditures and additional funding requests from department heads;

q. **Professional.** Participate in sufficient educational and training opportunities to maintain competency in his duties and responsibilities as Town Manager;

r. **Office Hours.** Maintain regular office hours unless his duties require that he be out of the office during these hours. Because the performance of Salatas' job duties will require him to work more than forty (40) hours a week and to work on weekends and be available for communication while on vacation, St.

John agrees to provide the same flexibility in schedule afforded to other professionals in similar circumstances;

s. **Sole Employment.** shall use his best efforts on behalf of St. John and shall not have additional or outside employment, without the express consent of St. John. This consent shall not be unreasonably withheld if the proposed outside employment will not significantly and adversely impair your ability to perform your duties to St. John;

t. **Miscellaneous.** Perform such other duties as directed by St. John for the administration of the Town government, provided that these duties are neither illegal nor inconsistent with any ordinance, St. John policy or contract.

2. **BENEFITS.** shall be entitled to the following benefits:

a. **Vacation.** shall receive four (4) weeks per year of paid vacation (for the year 2021, said vacation days shall be prorated based on the start date). The parties acknowledge that this amount of vacation exceeds the paid vacation of St. John employees; however, given that Town Manager is not eligible for compensatory time, the purpose of the additional vacation time is to account for the fact that the discharge of their duties may require him to work well in excess of a normal work week. You may accrue vacation days from year-to-year not to exceed five (5) days of accumulated vacation.

b. **Sick Days and Personal Days.** will earn sick leave at one (1) day per month and may accumulate up to four hundred (400) total sick leave hours.

c. **St. John Vehicle.** shall be entitled to the use of an automobile owned by St. John to fulfill his job responsibilities or shall be compensated for mileage if he uses his personal car for St. John business.

d. **Cell Phone** shall be entitled to the use of a cell phone owned by St. John.

e. **Memberships.** The parties acknowledge that involvement in trade associations, including but not limited to the Indiana Association of Cities & Towns, benefit St. John. Therefore, St. John agrees to pay membership dues, fees and other expenses related to such organizations as approved by the Town Council and is encouraged to participate in the activities of such organizations.

f. **Compensatory Time.** is an exempt employee and not eligible for compensatory time.

g. **Other Benefits.** In addition to the benefits described in this Agreement, you shall be entitled to the same additional benefits as other St. John employees, including but not limited to health insurance and retirement benefits.

3. **PERFORMANCE EVALUATIONS.** In order to assist in the proper execution of his duties and allow for a performance-based salary review, annual performance evaluations will be provided on or before November 1 of each year. This performance evaluation shall be used to provide feedback to them regarding performance, areas in need of improvement and goals and priorities for the upcoming year.