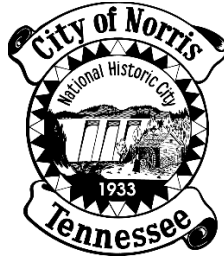




City of Norris

Monday, December 1, 2025 Special Called Meeting Packet

1. Agenda
2. Resume - Bailey Whited
3. Employment Agreements
 - a. Proposed Agreement
 - b. International City Manager Association (ICMA) Model Agreement
 - c. Current City Manager Agreement
 - d. Current Assistant City Manager Agreement



City of Norris

Monday, December 1, 2025 - Special Called Meeting

Agenda

- I. Hear From the Public
- II. New Business
 - a. Consideration of Appointing Bailey Whited as City Manager

Bailey Whited

Education and Certifications

Certified Municipal Finance Officer

University of Tennessee Knoxville, TN *January 2020 – December 2020*

Master of Public Policy and Administration 3.98 GPA

- Recipient of Ogle/Cameron Scholarship

University of Tennessee Knoxville, TN *August 2017 – December 2019*

Bachelor of Arts in Political Science 3.91 GPA

- Squad Leader and member of the Pride of the Southland Marching Band

Work Experience

City of Norris Norris, TN *February 2023 – Present*

Assistant City Manager Full Time

- Reviewed municipal code and drafted amendments to modernize language and address City Council policy directives.
- Developed and implemented internal controls to ensure regulatory compliance in municipal operations and financial systems.
- Assisted the city manager with budgeting, internal auditing, and policy development.
- Coordinated with department heads to execute projects and initiatives.
- Directed the development of parks and recreation facilities, serving as project lead for a \$750,000 grant-funded sports complex development.
- Managed administrative functions and correspondence related to planning and zoning matters.

City of Rockford Rockford, TN *May 2021 – February 2023*

City Manager/Recorder Full Time

- Carried out the policies of the Rockford City Commission while ensuring compliance with all relevant laws of the State of Tennessee.
- Managed all dimensions of the city's finances including budgeting, accounting, purchasing, reconciling bank accounts, and financial reporting.
- Managed the procurement and spending of federal and state grants.
- Collaborated with various contractors to ensure that the needs of the city and its people were met.
- Communicated with the public to schedule park reservations, issue permits, and discuss any perceived issues within the city.

United States Census Bureau Knoxville, TN *August 2020 – September 2020*

Enumerator Part Time (20 hours per week)

- Assisted citizens in completing the 2020 Census questionnaire in diverse areas around Knoxville.
- Honed verbal communication skills while handling complex situations with respondents.

Office of the Lt. Governor Nashville, TN *January 2019 – May 2019*

Legislative Intern Full Time

- Served as a point of communication for various state official and members of Lt. Governor McNally's constituency over the phone and in person.
- Coordinated tours and meetings with the heads of state departments for 6 groups consisting of both adults and teenage individuals who visited the state capital.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the City of Norris, State of Tennessee, a municipal corporation, (hereinafter called the “Employer”), as party of the first part, and Bailey Alexander Whited, (hereinafter called “Employee”), as a party of the second part.

WITNESSETH:

WHEREAS, said Employee has served as Assistant City Manager of the City of Norris since February 13, 2023; and,

WHEREAS, Employer desires to appoint said Employee as City Manager of the City of Norris; and,

WHEREAS, it is the desire of the City Council to provide certain benefits, establish/maintain certain conditions of employment, and to set working conditions of said Employee; and,

WHEREAS, it is the desire of the City Council to (1) obtain the services of the Employee and to provide inducement for them to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee’s service at such time as they may be unable to fully discharge their duties due to disability or when the City may desire to otherwise terminate their employment; and,

WHEREAS, Employee desires to serve as City Manager of said Employer.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City of Norris and Bailey Alexander Whited (collectively referred to as the parties) hereto agree as follows:

ARTICLE I

Section 1.01: Term

The term of this Agreement shall be for an initial period of five years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a one year term unless notice that the Agreement shall terminate is given at least 180 days before the expiration date.

In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

Section 1.02: Duties and Authority

- A. Employer agrees to employ Employee as City Manager to perform the functions and duties specified in the Charter of the City of Norris, the Municipal Code of the City of Norris, and the Norris City Manager’s job description, and to perform other legally permissible and proper duties and functions as assigned by Employer, subject to any limitations set forth in this Section. Employee shall not be required to accept Employer’s assignment of any duties outside the scope of those customarily performed by persons holding the role of city manager in the absence of Employee’s express written consent to such assignment. Employer may not reassign Employee

to another position in the absence of Employee's express written consent to such assignment. Employer shall not unreasonably interfere with Employee's performance of such duties.

- B. Employee shall be the chief administrative officer of the Employer and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state local, and federal laws, and Employer policies, rules, and ordinance as they exist or may hereafter be amended.
- C. Employee shall serve and fulfill the duties of Parks and Recreation Director, exercising administrative and supervisory authority over the City's parks and recreation programs and personnel, unless and until the City Council reassigns those duties by formal action.
- D. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances and charter of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.
- E. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Employer.
- F. Employee shall be entitled to attend all meetings of the governing body, including both public and lawful non-public sessions, except those lawfully convened to discuss this Agreement or the Employee's performance.
- G. Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.
- H. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Tennessee. The ICMA Code of Ethics can be found on the ICMA website, icma.org.

Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

ARTICLE II: COMPENSATION AND BENEFITS

Section 2.01: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of ninety-five Thousand Dollars (\$95,000) payable in installments at the same time that the other employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies, including any cost-of-living adjustments granted to other employees of the Employer, which shall be applied to Employee on the same basis and at the same time as such adjustments are applied to other employees.
- C. In addition, beginning on the first anniversary of this Agreement, and on each anniversary thereafter, the Employee's annual base salary shall increase by Three Thousand Dollars (\$3,000) provided that the Employee's most recent annual performance evaluation under Section 3.01 results in an overall rating of Satisfactory or higher.
If the Employee's evaluation is less than satisfactory, no increase shall be applied for that year, and eligibility for subsequent increases shall resume upon receipt of a satisfactory evaluation conducted pursuant to Section 3.01. This subsection (C) shall not be construed to prevent or limit any cost-of-living adjustment (COLA) granted to other employees of the City from being applied to Employee.
- D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 2.01.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 2.02: Health, Disability, and Life Insurance

- A. Employer agrees to provide, and the Employee shall be entitled to participate in, any employee benefit plan that Employer has adopted or may adopt, maintain, or contribute to for the benefit of its employees generally, at the same level and under the same eligibility requirements as apply to other City employees. These benefits shall include, but are not limited to, health, hospitalization, surgical, disability, and life insurance coverage as provided under the City of Norris and Norris Water Commission Personnel Policy, as amended.
- B. The City shall maintain short-term and long-term disability insurance and term life insurance for the Employee on the same basis as other employees. The Employee may designate the beneficiary for any life insurance coverage.
- C. No term of this Agreement shall be interpreted to reset or replace existing benefits or terms of service previously earned by the Employee.

Section 2.03: Annual and Sick Leave

Upon appointment to this position, the Employee shall retain all previously accrued sick leave and vacation leave balances earned through prior service with the City. The Employee shall continue to accrue and use sick leave and vacation leave at the same rate and under the same rules and provisions applicable to other employees in accordance with the City's personnel policies, including participation in any applicable leave buy-back or payout programs. No additional leave hours shall be credited to the Employee upon commencement of this Agreement.

Section 2.04: Automobile Allowance

The Employee's duties will require exclusive and unrestricted use of an automobile. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$3,600 per year, payable monthly, as a vehicle allowance. This allowance shall be paid in the Employee's regular paycheck so that record keeping will not be required, therefore most easily complying with IRS regulations. The Employee shall be solely responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of the vehicle. Employee shall maintain a valid driver's license in good standing. Employee shall provide Employer with a copy of their driving record, if requested. Employee shall maintain their vehicle in a safe manner and shall ensure that their vehicle has all appropriate inspections/maintenance and is properly registered at all times.

Section 2.05: Retirement

The Employee shall continue participation in the retirement programs available to City employees and shall remain entitled to the same retirement benefits, terms, and employer contributions as provided to other employees of the City, consistent with applicable state law and the City's personnel policies. The Employee's prior credited service and participation in such programs shall be preserved without interruption.

Section 2.06: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to ICMA and TCMA, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer.
- C. Employer shall not require Employee to use vacation leave when participating in professional development activities.

ARTICLE III: GENERAL WORK CONDITIONS

Section 3.01: Performance Evaluation

Employer shall annually review the performance of the Employee in December subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee. Nothing in this section shall be construed as limiting the Employer's authority to conduct an evaluation of the Employee's performance at any time deemed appropriate by a majority vote of the governing board, in its sole discretion.

Section 3.02: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours of business for the Employer, and to that end Employer intends that reasonable time off be permitted to Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager.

Section 3.03: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.

ARTICLE IV: EMPLOYMENT SEPARATION

Section 4.01: Resignation

Employee may terminate this Agreement by providing a minimum of 30 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law and will not be entitled to any Severance Pay or benefits as defined herein, except for payout of accrued vacation leave.

Section 4.02: Termination

- A. For the purposes of this Employment Agreement, termination shall occur when:
 - a. A majority of the governing body votes to terminate the Employee at a properly posted and duly authorized public meeting.
 - b. The Employer, citizens, or Tennessee legislature acts to amend any provisions of the Norris City Charter pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - c. The Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.
- B. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.

Section 4.03: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 4.02.

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to fourteen (14) weeks of salary at the rate of pay earned by the Employee at the time of their termination. This Severance Pay shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. This Severance Pay shall not include any amounts for automobile allowance defined under section 2.04.
- B. The Employee shall be compensated, at the rate of pay earned by the Employee at the time of their termination, for all accrued annual time and other leave where payment is normally provided to other employees upon termination.
- C. Severance Pay is not available to Employee in the case of death, voluntary resignation by the Employee, or termination for cause (as defined in Section 4.04).

Section 4.04. Termination for Cause

- A. This Employee Agreement may be terminated for cause by the Employer upon a finding that the Employee has committed one of the following:
 - a. Has been found or otherwise pleading guilty to or convicted of a felony or crime involving moral turpitude or committed any act of theft, embezzlement, or fraud involving Employer.

- b. Illegal drug use, or a chemical dependency which adversely affects the performance of Employee's duties and responsibilities to the Employer.
 - c. Has engaged in actions deemed by the Employer to be conflicts of interest as defined by State law or in the City's Personnel Policies and Procedures.
 - d. Has engaged in actions deemed by the Employer to constitute gross negligence, misconduct, or malfeasance.
 - e. Discriminatory or harassing behavior or any inappropriate treatment of relations with any employee, agent, consultant, or customer of the Employer or any other member of Employer, or any other person or entity with whom the Employer has a business relationship.
 - f. Has engaged in conduct or activities deemed by the Employer to be detrimental to the good name and reputation of the City of Norris, provided that the Employee was given written notice of specific allegations of such inappropriate conduct and the Employee failed to substantially cure such alleged deficiencies within thirty (30) days.
 - g. Employee received an unsatisfactory evaluation for two (2) successive Performance Evaluation periods in accordance with Section 3.01, assigned in the sole discretion of the Employer.
 - h. If the Employee is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick leave or statutorily required family medical leave, the Employer shall have the option to terminate this Employment Agreement for cause.
- B. Should the Employee be terminated for any of the reasons enumerated in this section, their severance pay shall be limited, at most, to reimbursement of accrued vacation leave, at the rate of pay earned by the Employee at the time of their termination of employment.
- C. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.

ARTICLE V: GENERAL COVENANTS

Section 5.01: Bonding

Employer shall bear the full cost of any bonds that Employee is required to obtain by any law or ordinance.

Section 5.02: Residency Requirement

Employee is not required to live within the corporate boundaries of the City of Norris.

Section 5.03. Amendments

This Employment Agreement may be amended by the mutual consent of the City and the Employee.

Section 5.04. Effective Date and Severability

This Employment Agreement shall become effective on [date] or as soon thereafter as both the City and Employee sign the Employee Agreement. The invalidity or partial invalidity of any portion of this Employee Agreement will not affect the validity of any other provision. In the event that any provision of this Employee Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and affect as if they have been executed by both subsequent to the expungement or judicial modification of the invalid provision.

Section 5.05. Governing Law

This Employment Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

Section 5.06. Headings

The section and other headings contained in this Employment Agreement are for refence purposes only and shall not in any way affect the meaning and interpretation of this Employment Agreement.

Section 5.07. Binding Nature

This Employment Agreement shall be binding and inure to the benefits of the heirs, legal representatives, successors, and assigns of the parties hereto. It may not be amended orally, but only by agreement in writing signed by all parties hereto.

Section 5.08. Entire Agreement.

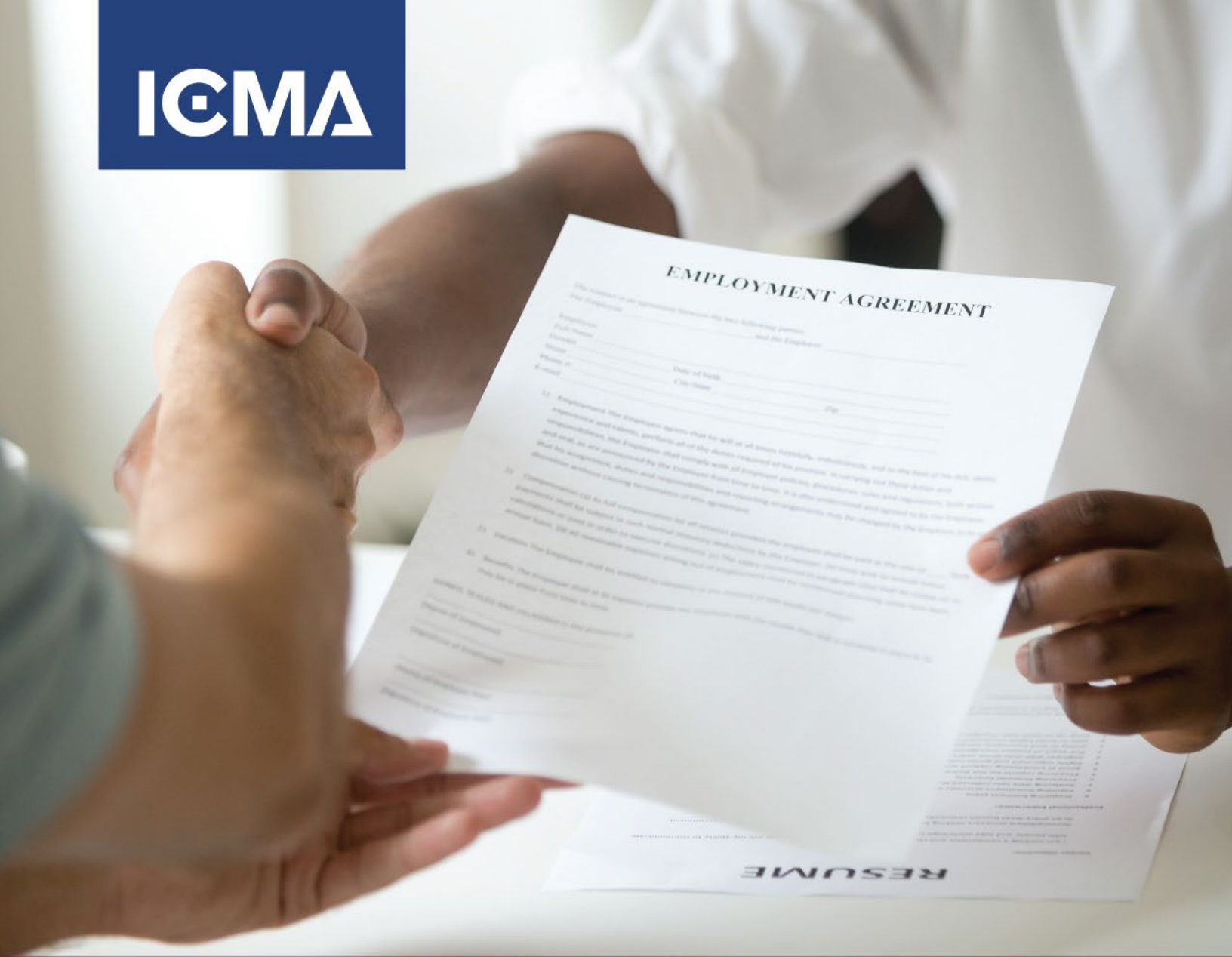
This Employment Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements, and understandings with respect hereto. No representation, promise, inducement, statement, or intention has been made by the parties hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not so set forth herein.

IN WITNESS WHEREOF, the City of Norris has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder and the Employee has signed and executed this agreement, in duplicate, the day and year first above written.

BY: _____
Mayor

ATTEST: _____
City Manager

BY: _____
Employee



MODEL EMPLOYMENT AGREEMENT

January 2021

ICMA | membership

ABOUT ICMA

ICMA, the International City/County Management Association, advances professional local government through leadership, management, innovation, and ethics. ICMA provides member support; publications; data and information; peer and results-oriented assistance; and training and professional development to more than 13,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect millions of individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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To locate other ICMA Career Resources digital publications, please visit icma.org/career-resource-guides.

PREAMBLE

ICMA believes that an employment agreement between the chief executive/administrative officer and a municipality is an effective tool in ensuring a stable relationship between the governing body and the manager. This model agreement is available to be used as a guide or as a template for a mutually beneficial agreement that clearly identifies the responsibilities of each party. An effective agreement protects all parties and defines the parties' respective rights and obligations to prevent ambiguity. It is in the best interest of all parties that hiring, employment, and separation all occur in a professional manner.

Members should use this model when negotiating an agreement for new or continued employment. However, it is not recommended that a member simply present this document to the hiring body without putting some thought into the appropriateness of each section. Every government has a unique set of circumstances that should be researched before proposing an agreement. Members should also take their level of experience, education, and training into consideration when proposing an agreement. ICMA strongly encourages members to include the ICMA Code of Ethics when proposing an employment agreement. Further, it is recommended that the member periodically share the Code with the governing body at a time and venue that meets the needs of the parties, such as during a performance review or annual goal setting.

In addition, state and local laws that may differ between jurisdictions may require modifications to the agreement. It is impossible to create a model agreement that fits every municipality or conforms to every state, county or local law, or meets every member's individual goals. Some of the language used in this model may not be appropriate in certain jurisdictions, and ICMA urges proper research and consultation with an appropriate attorney before utilizing this document.

A blue pen with a silver clip is positioned diagonally across the top half of the page. The document below it is titled "EMPLOYMENT AGREEMENT" in large, bold, blue capital letters. Below the title, there is a line of text that reads "Entered into by and between" followed by a blank line. Another line below that reads "begin on" followed by a blank line. The entire image has a light blue overlay.

EMPLOYMENT AGREEMENT

Entered into by and between _____

begin on _____

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EMPLOYMENT AGREEMENT



This Agreement, made and entered in to this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (herein after called "Employee") an individual who has the education, training, and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

ARTICLE I

Section 1.01: Term

This Agreement will remain in full force and effect from [date] until terminated by the Employer or Employee as provided in Article IV of this Agreement. *(optional language available in appendix)*

Section 1.02: Duties and Authority

- A. Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and/or by ordinance [#] dated [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions as assigned by Employer,

subject to any limitations set forth in this Section. Employee shall not be required to accept Employer's assignment of any duties outside of the scope of those customarily performed by persons holding the role of [city/town/county] manager in the absence of Employee's express written consent to such assignment. Employer may not reassign Employee to another position in the absence of Employee's express written consent to such assignment. Employer shall not unreasonably interfere with Employee's performance of such duties.

- B. Employee shall be the chief executive officer of the Employer and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable

care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and Employer policies, rules, and ordinances as they exist or may hereafter be amended.

- C. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances and charter of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.
- D. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Employer.
- E. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of Employer's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law, regulation, or Employer's agreement with any other person.
- F. Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions

with respect to Employee's performance of services pursuant to this Agreement.

- G. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of []. The ICMA Code of Ethics can be found on the ICMA website, icma.org. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.



ARTICLE II: COMPENSATION AND BENEFITS

Section 2.01: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of [\$ amount], payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.
- C. In addition, consideration shall be given on an annual basis to an increase in compensation. *(optional language available in appendix)*
- D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 2.01.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if

any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 2.02: Health, Disability, and Life Insurance

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee, at a minimum, equal to that which is provided to all other employees of the [local government]. If the Employer's insurance requires a waiting period before the Employee is eligible for coverage under Employer's plan, the Employer agrees to reimburse the Employee for the costs of COBRA insurance for the same, during the initial waiting period.
- B. The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee.

- C. The Employer shall pay the amount of premium due for term life insurance in the amount of [X] times the Employee's annual base salary, including all increases in the base salary during the life of this Agreement. The Employee shall name the beneficiary of the life insurance policy. Any such term life insurance policy shall include an indemnity clause to provide for an additional benefit of at least one (1) times the Employee's annual base salary for the death of the Employee while in performance of his/her duties under this Agreement, including, but not limited to, travelling on behalf of the Employer or while traveling to or attending professional development conferences and meetings.
- D. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads, or general employees of the Employer as provided by the Employer's policies, charter, ordinances, or personnel rules and regulations or other practices.

Section 2.03: Vacation, Sick, and Military Leave

Upon commencing employment, the Employee shall be credited with [#] accrued sick leave hours and [#] accrued vacation leave hours. In addition, beginning the first day of employment, Employee shall be eligible to accrue and use sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or available to any other employees, and under the same rules and provisions applicable to other employees, including any leave buy-back programs. *(optional language available in appendix)*

Section 2.04: Automobile

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly,

as a vehicle allowance to be used to purchase, lease, or own, operate, and maintain a vehicle. The monthly allowance shall be increased annually by [% or \$] amount. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expense's attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the [#] mile radius of the local government limits. For purposes of this Section, use of the car within the [metropolitan area/local county] area is defined as travel to locations within a [#] mile radius of the local government limits.

(optional language available in appendix)

Section 2.05: Retirement

The Employer shall immediately, or at the first permissible opportunity, enroll the Employee into the applicable state or local government retirement system, or alternative as allowed by State Statute, and to make all the appropriate Employer contributions on the Employee's behalf.

In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all necessary agreements provided by MissionSquare or any other Section 457 deferred compensation plan for Employee's participation, or continued participation, in such supplemental retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percent of Employee's base salary, or fixed dollar amount of (\$), or maximum dollar amount permissible under federal and state law] into the designated plan on the Employee's behalf, in an equal proportionate amount each pay period. The Employer shall promptly and fully disclose the financial impact of any amendment to the terms of the Employee's retirement benefit. In lieu of contributing to a Section 457 deferred compensation plan, all or part of the dollar value of this contribution may be used, at

the Employee's option, to purchase previous service from another qualified plan. *(optional language available in appendix)*

Section 2.06: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to ICMA, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to ICMA annual, regional, and affiliate conferences.
- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer shall not require Employee to use vacation leave when participating in professional development activities.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide
- G. Employee, for business use, a laptop computer, software, mobile phone, and/or tablet computer required for the Employee to perform their duties and to maintain communication with Employer's staff and officials, as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall remain the property of the Employer and at the discretion of the Employer any mobile phone number may be transferred to the Employee.

Section 2.07: Moving and Relocation Expenses

- A. Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [#] months of employment, and thereafter to maintain a primary residence within the corporate boundaries of the local government.
- B. Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges. The Employee shall provide evidence of actual moving expenses by securing quotations from three (3) companies. The Employee shall submit these quotes to the Employer who, in consultation with the Employee, shall select the moving company.
- C. Employer agrees to reimburse Employee for actual lodging and meal expenses for his/her family en route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.
- D. Employer agrees to pay Employee an interim housing supplement of [\$] per month for a period commencing [date] and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.

- E. Employer agrees to reimburse Employee for a total of [#] roundtrip air fares for Employee and his/her family [# of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Employee and his/her family may utilize and distribute the total [#] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.
- F. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent housing during the first year of this Agreement. The cost of this move must not exceed [\$].
- G. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

(optional language available in appendix)

Section 2.08: Home Sale and Purchase Expenses

- A. Employer shall reimburse Employee for the direct costs associated with the sale of Employee's existing personal residence, said reimbursement being limited to real estate agents' fees and other closing costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of [\$].
- B. Employer shall reimburse Employee for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [\$].

(optional language available in appendix)



ARTICLE III: GENERAL WORK CONDITIONS

Section 3.01: Performance Evaluation

- A. Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer and Employee.
- B. The annual evaluation process, at a minimum, must include the opportunity for both parties to:
 - a. conduct a formulary session where the Employer and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period, as well as the upcoming twelve (12) month performance period,
 - b. following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,
 - c. next meet and discuss the written evaluation of these goals and objectives, and
- C. Present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.
- D. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- E. In the event the Employer deems the evaluation instrument, format, and/ or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

- F. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 3.02: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employer intends that reasonable time off be permitted to Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the [position title].

Section 3.03: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement.



ARTICLE IV: EMPLOYMENT SEPARATION

Section 4.01: Resignation

Employee may terminate this Agreement by providing a minimum of 30 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law.

Section 4.02: Termination

- A. For the purpose of this Agreement, termination shall occur when:
- a. The majority of the governing body votes to terminate the Employee in accordance with [cite applicable local law] at a properly posted and duly authorized public meeting.
 - b. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - c. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.
 - d. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
 - e. A breach of contract, declared by either party, is not cured within 30 days of written notice describing the conduct that constitutes a breach. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 5.03.
- B. Employee's refusal to comply with a directive that violates the ICMA Code of

Ethics shall in no event serve as cause for termination.

(optional language available in appendix)

Section 4.03: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 4.02. ICMA recommends a severance ranging between six (6) and twelve (12) months in recognition of the unique circumstances in the Employer's organization.

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to [x] months. This severance shall be paid in a lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option.
- B. The Employee shall be compensated for all vacation leave, and all paid holidays. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.
- C. For a minimum period of [insert number from Section 4.03A.] months following

termination, the Employer shall pay the cost to continue the following benefits:

- a. Health insurance for the employee and all dependents as provided in Section 2.02 (A), after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
 - b. Life insurance as provided in Section 2.02(D).
 - c. Short-term and long-term disability as provided in Section 2.02(B).
 - d. Car allowance or payment of lease as provided in Section 2.04.
 - e. Out placement services should the employee desire them in an amount not to exceed [\$10,000 to \$15,000 recommended], and
 - f. Any other benefits available to other employees.
- D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.
 - E. The termination and severance of Employee must be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is available from ICMA.

**Provisions for severance and severance related benefits may be governed by state and/or local law. Before entering into negotiations, both parties should be knowledgeable about relevant legal provisions.*



ARTICLE V: GENERAL COVENANTS

Section 5.01: Indemnification

To the maximum extent permitted by law, the Employer must defend, save harmless, and indemnify the Employee from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Employee's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, 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 [title], even if said claim is brought/filed following Employee's separation from employment or based upon Employee's own alleged negligence or misconduct, provided that at the time of the alleged act or omission, the Employee was then acting within the scope of his/her duties. Under these circumstances only, the Employer (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the Employer (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of

any settlement or judgment rendered thereon without recourse to the Employee.

In connection with those claims or suits involving the Employee in his/her professional capacity, the Employer must defend the Employee and/or must retain and pay for an attorney to represent the Employee (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

This Section survives the termination of this Agreement.

Section 5.02: Bonding

Employer shall bear the full cost of any bonds that Employee is required to obtain by any law or ordinance.

Section 5.03: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent

with or in conflict with the provisions of this Agreement, the [local government] charter, local ordinances or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the charter, code, personnel rules and regulations, collective bargaining agreements, or by practice.

Section 5.04: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the Employer and Employee. Such amendments must be incorporated and made a part of this Agreement.
- B. **Successors in Interest.** The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.
- C. **Effective Date.** This Agreement becomes effective on [date] and will continue until terminated.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they

have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

- E. **Precedence.** In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of Employer's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of Employer's policies, ordinances, rules, and regulations or any such permissive law during the term of this Agreement.

Section 5.05: Notices

All notices and requests pursuant to this Agreement must be sent as follows:

- (a) EMPLOYER: [name of local government], address, city, state, zip
- (b) EMPLOYEE: name, address, city, state, zip

Notice must be deemed given as of the date of personal service, Federal Express, certified mail or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

THIS AGREEMENT has been executed as of the date first hereinabove written.

[Name of Local Government]

By: _____

[Name of Employee]

By: _____

APPENDIX A: OPTIONAL LANGUAGE

Section 1.01. Term

The term of this Agreement shall be for an initial period of [#] years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months (12 months recommended) before the expiration date.

In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. In the event that the Employee is terminated, as defined in Section 4.02 of this Agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option, plus continuation of all benefits for the remainder of the term of this Agreement.

Section 2.01.C. Compensation

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 1.03 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Option 2

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 1.03 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed upon economic indicator, such as the Consumer Price Index.

Option 3

The Employer agrees to increase the compensation by [%] each year.

Option 4

The Employer agrees to increase the compensation each year by at least the average across the board increase granted to other employees of the Employer.

Section 2.02.A. Health Disability and Life Insurance

Option 1

The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his/her dependents, at a minimum, equal to that which is provided to all other employees of the [local government]. If the Employer's insurance requires a waiting period before the Employee is eligible for coverage under Employer's plan, the Employer must reimburse the employee for the costs of COBRA insurance for the same, during the initial waiting period.

Option 2

In the event that health, hospitalization, surgical, vision, dental, and comprehensive medical insurance does not exist, Employer agrees to provide coverage for the Employee [and dependents] in a manner mutually agreed upon by Employer and Employee.

Option 3

The Employer agrees to pay the cost to provide the Employee with one membership to a health club of the Employee's choice.

Option 4

The Employee may elect to submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

Section 2.03.A. Vacation, Sick, and Military Leave

Option 1

- A. Beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis equivalent to the number of years served in the profession.
- B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short- or long-term disability coverage takes effect and may be renewed after each occurrence.
- C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, sick leave, and other benefits to date.
- D. The Employee shall be entitled to military reserve leave time and parental leave pursuant to state law and [local government] policy.

Option 2

- E. The Employee will annually be credited with five (5) days of executive leave.

Section 2.04. Employer Provided Vehicle

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer, which shall not be withheld without good cause.

The Employer agrees to be responsible for paying for liability, property damage,

and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile for Employee's business use.

Section 2.05. Retirement

Option 1

The Employer agrees to adopt a qualified 401(a) defined contribution plan offered through MissionSquare for the Employee in the form of a money purchase plan to which the Employer must contribute [%] of compensation annually. The 401(a) plan must be established as an employer paid plan with nondiscretionary contributions by the Employer and the Employee must have no right to receive such contributions in cash. The 401(a) plan must be established under a written plan document that meets the requirements of the Internal Revenue Code and such document is hereby incorporated herein by reference. The funds for the 401(a) plan must be invested in such investment vehicles as are allowable under the Internal Revenue Code and the Employee must make the sole determination as to how the funds are invested. The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 2

The Employer agrees to adopt a qualified 401(a) plan offered through MissionSquare for the Employee in the form of a profit-sharing plan to which the Employer agrees to contribute [%] of all performance bonuses annually. The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 2.07. Moving and Relocation Expenses

The Employer agrees to pay a lump sum payment of [\$] to the Employee to cover all relocation costs.

Section 2.08. Home Sale and Purchase Expenses

Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [\$] per year, payable monthly, as a housing allowance to be used to purchase, lease, or own a residence in the community. The allowance shall be increased annually by [%] or by mutual agreement between the Employer and Employee.

Employee agrees to be responsible for the insurance on said property and is responsible for all expense's attendant to the purchase, maintenance, and repair of said residence.

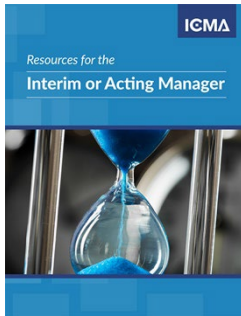
Section 4.02. Termination

In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay severance in accordance with Section 4.03 plus salary and benefits in accordance with Section 4.03 for any portion of the six months not worked.

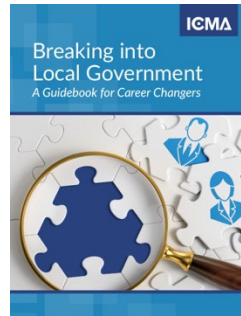
APPENDIX B: ADDITIONAL ICMA CAREER GUIDES

ICMA CAREER GUIDES

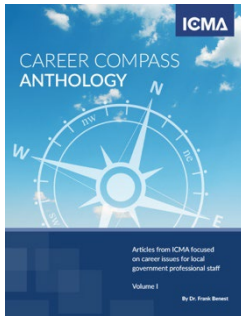
ICMA's Career Guides are local government professional toolkits to help you thrive, from finding a position to succeeding as a first-time manager, or how to break into the profession from another field, and preparing the next generation through internships and Fellowships. Find all these guides at icma.org/careerguides.



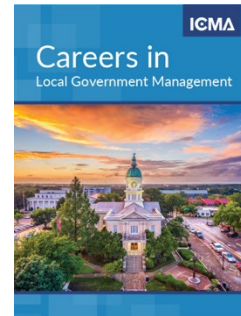
Acting Manager's Handbook is a guidebook to help the acting manager make the most of a sometimes-unexpected opportunity. *(Member Resource)*
icma.org/actingmgr



Breaking into Local Government will help career-changers enter the local government sector. Cases include private sector, military, and other government sectors.
icma.org/breakingintolg



Career Compass is a monthly column from ICMA focused on career issues for local government professional staff that appears in the ICMA Newsletter and online.
icma.org/careercompass



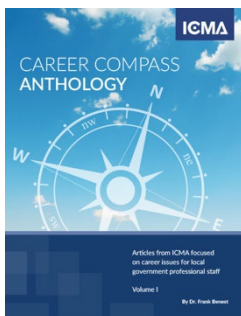
Careers in Local Government Management is an introduction to local government as a career, what city/town county management is, what managers do, and tips on education, skills, and job opportunities related to the profession.
icma.org/careersinlg



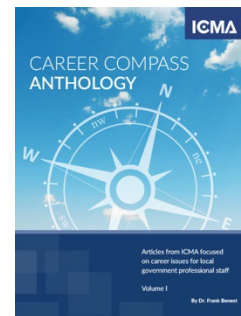
First-Time Administrator's Handbook covers items that should be considered before an interview, during an interview, before accepting a position, and before starting a new position. *(Member Resource)*
icma.org/newmanager



Job Hunting Handbook is a resource that covers topics ranging from mapping out your job search to negotiating compensation. *(Member Resource)*
icma.org/jobhandbook



Making It Work: The Essentials of Council-Manager Relations provides the competencies needed to build a relationship that is based on mutual respect, understanding of roles, and open communication.
icma.org/councilrelations



Management Internships: A Guidebook for Local Governments helps local government managers and MPA programs work together to create meaningful internship experiences.
icma.org/internships



Manager Evaluations Handbook is a template for new or tenured managers to help elected officials design an effective evaluation tool. *(Member Resource)*
icma.org/evaluation



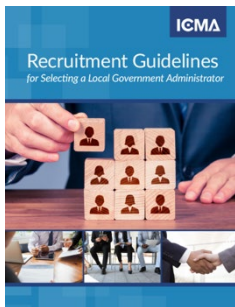
Model Employment Agreement is a template for municipal government administrators to use in crafting terms of hiring and employment. *(Member Resource)*
icma.org/employmentagreement



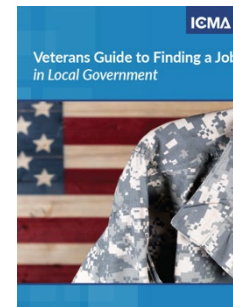
Preparing for an Interview offers helpful hints once you've passed the resume screening and have been called in for a discussion.
icma.org/interviewguide



Preparing the Next Generation Case Studies highlights programs being used by local governments that believe it is their responsibility to mentor young and mid-career professionals. *(Member Resource)*
icma.org/nextgencases



Recruitment Guidelines for Selecting a Local Government Administrator presents guidelines to help local governments and executive search firms conduct a successful recruitment for a local government administrator/ chief administrative officer.
icma.org/recruitmentguidelines



Veterans Guide to Finding a Job in Local Government offers tips and tactics to help veterans get the job they want in local government.
icma.org/veterans-jobs-guide

Explore more career resources at icma.org/careerguides



FIND ALL YOUR CAREER RESOURCES NEEDS AT ICMA.ORG!

ICMA Code of Ethics Support: [icma.org/ethics](https://www.icma.org/ethics)

Find a Job at ICMA's Job Center: [icma.org/job-center](https://www.icma.org/job-center)

Find a Coach at ICMA's Coaching Program: [icma.org/coaching](https://www.icma.org/coaching)

Search for Internships and Fellowships: [icma.org/find-internships-fellowships](https://www.icma.org/find-internships-fellowships)

Explore hosting an ICMA Management Fellow: [icma.org/host-fellow](https://www.icma.org/host-fellow)

Consider teaching or lecturing to inform students about the profession:
[icma.org/teach](https://www.icma.org/teach)

Visit an ICMA student chapter: [icma.org/student-chapters](https://www.icma.org/student-chapters)

Learn about the ICMA Credentialed Manager Program: [icma.org/credentialing](https://www.icma.org/credentialing)

Grow in your career through professional development: [icma.org/university](https://www.icma.org/university)

ICMA Veterans programs: [icma.org/veterans](https://www.icma.org/veterans)

Contact our team with questions!

- To post a job ad: advertising@icma.org
- Questions about the ICMA Management Fellowship: lgmfprogram@icma.org
- Questions about ICMA Coaching: coaching@icma.org



INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

777 N. Capitol St. NE, Ste. 500, Washington, DC 20002

202.962.3680 | 202.962.3500 (f) | icma.org

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the City of Norris, State of Tennessee, a municipal corporation, (hereinafter called the “City”), as party of the first part, and Charles Adam Ledford, (hereinafter called “Employee”), as a part of the second part.

WITNESSETH:

WHEREAS, the City desires to continue to employ the service of said as City Manager of the City of Norris; and,

WHEREAS, it is the desire of the City Council to continue to provide certain benefits, establish/maintain certain conditions of employment, and to set working conditions of said Employee; and,

WHEREAS, it is the desires of the City Council to (1) continue to retain the services of the Employee and to provide inducement for them to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee’s service at such time as they may be unable to fully discharge their duties due to disability or when the City may desire to otherwise terminate their employment; and,

WHEREAS, Employee desire to continue employment as City Manager of said City.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the City of Norris and Charles Adam Ledford (collectively referred to as the parties) hereto agree as follows:

Section 1. Term

The City agrees to continue to employ Employee for three (3) years pursuant to the terms of this Employment Agreement, and the Employee agrees to be so employed, commencing as of July 1, 2025 (hereinafter called the “Effective Date”). Employee’s employment hereunder shall be “at will” and may be terminated by either the City or Employee at any time in accordance with Section 7 and the terms of this Employment Agreement. At the conclusion of each yearly anniversary of the Effective Date, the terms of this Agreement shall be automatically extended for successive one-year (1-year) periods, provided, however, that either party hereto may elect not to extend this Agreement by giving written notice to the other party at least ninety (90) days prior to the end of the current term at any time subject to the terms in this Agreement. The period of time between the Effective Date and the termination of Employee’s employment herein shall be referred to as the “Employment Term”.

Section 2. Duties and Authority

The City agrees to continue to employ Employee as City Manager to perform the functions and duties specified in the Charter of the City of Norris, City Manager Job Description, the Municipal Code of the City of Norris, and to perform other legally permissible and proper duties and functions as the Mayor and City Council may from time-to-time assign. It is recognized the Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside of normal office hours to the business of the City. The Employee acknowledges the proper performance of the duties of the City Manager will require the Employee to generally observe normal business hours. The Employee agrees to devote such additional

time as is necessary for the full and proper performance of the City's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Employee, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City. During the term of employment, the Employee will devote all of their professional time, attention, skill, and efforts to the performance of their duties for the City, although Employee is allowed to manage their passive personal investments so long as the activities in the aggregate do not materially interfere or conflict with Employee's duties hereunder or result in a business or fiduciary conflict, as determined in the sole discretion of the City.

Section 3. Compensation

The City agrees to pay Employee an annual base salary of One Hundred Twenty Thousand, One Hundred Ninety-Nine Dollars, Ninety-seven cents (\$120,199.97 of which a portion is paid by Norris Water Commission), payable in installments at the same time that the other employees of the City are paid ("Base Salary"). The base salary will be adjusted to include any and all COLA increases approved for the non-exempt employees. This Employment Agreement shall be automatically amended to reflect any salary adjustments that are provided by the City, and due consideration shall be given on an annual basis to increase the Employee's compensation in the sole discretion of the City.

Section 4. Health, Disability, Retirement, Life Insurance, and Other Benefits

The City agrees to continue to provide, and the Employee shall be entitled to continue to participate in any employee benefit plan that the City has adopted or may adopt, maintain, or contribute to for the benefit of its employees generally and at the same level of benefits provided to other employees of the City, including those for health (activation consistent with the term of the City of Norris & Norris Water Commission Personnel Policy), retirement (match up to 3%), disability, life insurance, and any other benefits provided to other employees, subject to the applicable eligibility requirements and further subject to any subsequent modifications (including terminations) as enacted by the City with respect to such plans or benefits from time-to-time. No terms of this agreement shall be implied or interpreted to reset/replace existing benefits or terms of service.

Section 5. Annual and Sick Leave

Upon commencing employment, the Employee shall be credited with six (6) days of annual leave. Beginning with the Employee's first day of employment, the Employee shall then accrue sick and annual leave on an annual basis at the same rate provided to other employees and in accordance with any policies and plans adopted or modified by the City.

Section 6. Automobile Allowance

The Employee's duties will require exclusive and unrestricted use of an automobile. The City agrees to pay the Employee during the term of this Employment Agreement and in addition to other salary and benefits herein provided, the sum of Three Hundred Dollars (\$300.00) per month, as a vehicle allowance. This allowance shall be paid in the Employee's regular paycheck so that record keeping will not be required, therefore most easily complying with IRS regulations. The Employee shall be solely responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of the vehicle. Employee shall maintain a valid driver's license in good standing. Employee shall provide City with a copy of their driving record, if requested.

Employee shall maintain their vehicle in a safe manner and shall ensure that their vehicle has all appropriate inspections/maintenance and is properly registered at all times.

Section 7. Termination of Employment

For the purposes of this Employment Agreement, Employee's employment and Employment Agreement shall terminate on the first of the following to occur:

- a) A majority of the governing body votes to terminate the Employee at a duly authorized public meeting;
- b) The Employer, citizens, or Tennessee legislature acts to amend any provisions of the Norris City Charter pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government;
- c) The Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads;
- d) The Employee voluntarily resigns;
- e) Immediately upon written notice by the Employer to Employee of a termination for Cause as defined in this Agreement;
- f) Upon mutual consent of the Employee and Employer;
- g) Upon expiration of the Initial Term, unless extended;
- h) Disability as defined in this Agreement; or
- i) Death. Automatically on the date of death of the Employee.

Section 8. Severance Pay

If the Employee is terminated, except as provided in Section 9 below or as the result of Disability, as defined herein, or death, the Employer shall provide a minimum severance payment equal to fourteen (14) weeks of salary, with Health Insurance, Life Insurance, and Retirement, at the rate of pay earned by the Employee at the time of their termination, and in accordance with all benefit plan and eligibility requirements ("Severance Pay"). This Severance Pay shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The Employee shall also be compensated, at the rate of pay earned by the Employee at the time of their termination, for all accrued annual time and other leave where payment is normally provided to other employees upon termination. Severance Pay is not available to Employee in the case of death, disability as defined in Section 11, voluntary resignation by the Employee, or termination for cause as defined in Section 9.

Employee shall receive (1) one-week additional severance for every full year that employee remains employed by the City, not to exceed (21) twenty-one weeks in total.

Section 9. Termination for Cause

This Employee Agreement may be terminated by the Employer upon a finding that the Employee:

- a) Has been found or otherwise pleading guilty to or convicted of a felony or crime involving moral turpitude or committed any act of theft, embezzlement, or fraud involving Employer;
- b) Illegal drug use, or a chemical dependency which adversely affects the performance of Employee's duties and responsibilities to the Employer;
- c) Has engaged in actions deemed by the Employer to be conflicts of interest as defined by State law or in the City's Personnel Policies and Procedures;

- d) Has engaged in actions deemed by the Employer to constitute gross negligence, misconduct, or malfeasance, determined in the sole discretion of Employer;
- e) Discriminatory or harassing behavior or any inappropriate treatment of relations with any employee, agent, consultant, or customer of the Employer or any other member of Employer, or any other person or entity with whom the Employer has a business relationship; or
- f) Has engaged in conduct or activities deemed by the Employer to be detrimental to the good name and reputation of the City of Norris, provided that the Employee was given written notice of specific allegations of such inappropriate conduct and the Employee failed to substantially cure such alleged deficiencies within thirty (30) days.
- g) Employee received a grade of D or lower for two (2) successive Performance Evaluation periods in accordance with Section 12 below, assigned in the sole discretion of the Employer;

Should the Employee be terminated for any of the reasons enumerated in this section, their severance pay shall be limited, at most, to reimbursement of accrued vacation leave, at the rate of pay earned by the Employee at the time of their termination of employment.

Section 10. Voluntary Resignation

In the event that the Employee voluntarily resigns their position with the Employer, the Employee shall provide a minimum of thirty (30) day notice unless the parties agree otherwise and will not be entitled to any Severance Pay or benefits as defined herein, except for accrued vacation leave.

Section 11. Disability

If the Employee is permanently disabled, or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick leave or statutorily required family medical leave, the Employer shall have the option to terminate this Employment Agreement subject to the conditions of Section 9.

Section 12. Performance Evaluations

Annually, within sixty (60) days of the anniversary of this employment agreement, the Employer shall review the performance of the Employee subject to a process, form, criteria, and format for the evaluation mutually agreed upon by the Employer and the Employee. Nothing in this section shall be construed as limiting the Employer's authority to conduct an evaluation of the Employee's performance at any time deemed appropriate by a majority vote of the governing board, in its sole discretion.

Section 13. Residency Requirement

Employee is not required to live within the corporate boundaries of the City of Norris.

Section 14. Professional Associations and Conferences

The Employer agrees to pay the cost of the Employee's attendance of professional conferences and membership in the Tennessee City Management Association (TCMA) and the International City/County Management Association (ICMA).

Section 15. Amendments

This Employment Agreement may be amended by the mutual consent of the City and the Employee.

Section 16. Effective Date and Severability

This Employment Agreement shall become effective on July 1, 2025 or as soon thereafter as both the City and Employee sign the Employee Agreement. The invalidity or partial invalidity of any portion of this Employee Agreement will not affect the validity of any other provision. In the event that any provision of this Employee Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and affect as if they have been executed by both subsequent to the expungement or judicial modification of the invalid provision.

Section 17. Governing Law

This Employment Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

Section 18. Headings

The section and other headings contained in this Employment Agreement are for reference purposes only and shall not in any way affect the meaning and interpretation of this Employment Agreement.

Section 19. Binding Nature

This Employment Agreement shall be binding and inure to the benefits of the heirs, legal representatives, successors, and assigns of the parties hereto. It may not be amended orally, but only by agreement in writing signed by all parties hereto.

Section 20. Entire Agreement.

This Employment Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements, and understandings with respect hereto. No representation, promise, inducement, statement, or intention has been made by the parties hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not so set forth herein.

IN WITNESS WHEREOF, the City of Norris has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder and the Employee has signed and executed this agreement, in duplicate, the day and year first above written.

BY: _____
Mayor

ATTEST: _____
City Manager

BY: _____
Employee

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the City of Norris, State of Tennessee, a municipal corporation, (hereinafter called the “City”), as party of the first part, and _____, (hereinafter called “Employee”), as a part of the second part.

WITNESSETH:

WHEREAS, the City desires to continue to employ the service of said as Assistant City Manager of the City of Norris; and,

WHEREAS, it is the desire of the City Council to continue to provide certain benefits, establish/maintain certain conditions of employment, and to set working conditions of said Employee; and,

WHEREAS, it is the desires of the City Council to (1) continue to retain the services of the Employee and to provide inducement for them to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee’s service at such time as he may be unable to fully discharge his duties due to disability or when the City may desire to otherwise terminate his employment; and,

WHEREAS, Employee desire to continue employment as Assistant City Manager of said City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Term

The City agrees to continue to employ Employee for three (3) years pursuant to the terms of this Employment Agreement, and the Employee agrees to be so employed, commencing as of July, 1, 2025 (hereinafter called the “Effective Date”). Employee’s employment hereunder shall be “at will” and may be terminated by either the City or Employee at any time in accordance with Section 7 and the terms of this Employment Agreement. The period of time between the Effective Date and the termination of Employee’s employment herein shall be referred to as the “Employment Term”.

Section 2. Duties and Authority

The City agrees to continue to employ Employee as Assistant City Manager to perform the functions and duties specified in the Assistant City Manager Job Description and to perform other legally permissible and proper duties and functions as the City Manager may from time-to-time assign. It is recognized the Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside of normal office hours to the business of the City. The Employee acknowledges the proper performance of the duties of the Assistant City Manager of Norris will require the Employee to generally observe normal business hours. The Employee

agrees to devote such additional time as is necessary for the full and proper performance of the City's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Employee, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City. During the term of employment, the Employee will devote all of his professional time, attention, skill, and efforts to the performance of his duties for the City, although Employee is allowed to manage his passive personal investments so long as the activities in the aggregate do not materially interfere or conflict with Employee's duties hereunder or result in a business or fiduciary conflict, as determined in the sole discretion of the City.

Section 3. Compensation

The City agrees to pay Employee an annual base salary of Seventy-four Thousand Three hundred five Dollars and forty-four cents (\$74,305.44), payable in installments at the same time that the other employees of the City are paid ("Base Salary"). This Employment Agreement shall be automatically amended to reflect any salary adjustments that are provided by the City, and due consideration shall be given on an annual basis to increase the Employee's compensation in the sole discretion of the City.

Section 4. Health, Disability, Retirement, Life Insurance, and Other Benefits

The City agrees to continue to provide, and the Employee shall be entitled to continue to participate in any employee benefit plan that the City has adopted or may adopt, maintain, or contribute to for the benefit of its employees generally and at the same level of benefits provided to other employees of the City, including those for health (activation consistent with the term of the City of Norris & Norris Water Commission Personnel Policy), retirement (match up to 3%), disability, life insurance, and any other benefits provided to other employees, subject to the applicable eligibility requirements and further subject to any subsequent modifications (including terminations) as enacted by the City with respect to such plans or benefits from time-to-time. No terms of this agreement shall be implied or interpreted to reset/replace existing benefits or terms of service.

Section 5. Annual and Sick Leave

Upon commencing employment, the Employee shall be credited with six (6) days of annual leave. Beginning with the Employee's first day of employment, the Employee shall then accrue sick and annual leave on an annual basis at the same rate provided to other employees and in accordance with any policies and plans adopted or modified by the City.

Section 6. Automobile Allowance

The Employee's duties will require exclusive and unrestricted use of an automobile. The City agrees to pay the Employee, during the term of this Employment Agreement and in addition to other salary and benefits herein provided, the sum of Three Hundred Dollars (\$300.00) per month, as a vehicle allowance. This allowance shall be paid in the Employee's regular paycheck so that record keeping will not be required, therefore most easily complying with IRS

regulations. The Employee shall be solely responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of the vehicle. Employee shall maintain a valid driver's license in good standing. Employee shall provide City with a copy of his driving record, if requested. Employee shall maintain his vehicle in a safe manner and shall ensure that his vehicle has all appropriate inspections/maintenance and is properly registered at all times.

Section 7. Termination of Employment

For the purposes of this Employment Agreement, Employee's employment and Employment Agreement shall terminate in a matter consistent with the term of the City of Norris & Norris Water Commission Personnel Policy unless the termination by the employer is determined to be without cause. In cases of termination without cause, the employee will be granted a severance equal to twelve (12) weeks of base compensation.

Section 8. Performance Evaluations

Annually, within sixty (60) days of the anniversary of this employment agreement, the City shall review the performance of the Employee subject to a process, form, criteria, and format for the evaluation mutually agreed upon by the City and the Employee. Nothing in this section shall be construed as limiting the City's authority to conduct an evaluation of the Employee's performance at any time deemed appropriate by the City Manager.

Section 9. Residency Requirement

Employee is not required to live within the corporate boundaries of the City of Norris.

Section 10. Professional Associations and Conferences

The City agrees to pay the cost of the Employee's membership in the Tennessee City Management Association (TCMA) and the International City/County Management Association (ICMA).

Section 11. Amendments

This Employment Agreement may be amended by the mutual consent of the City and the Employee.

Section 12. Effective Date and Severability

This Employment Agreement shall become effective on July 1, 2025 or as soon thereafter as both the City and Employee sign the Employee Agreement. The invalidity or partial invalidity of any portion of this Employee Agreement will not affect the validity of any other provision. In the event that any provision of this Employee Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and affect as if they have been executed by both subsequent to the expungement or judicial modification of the invalid provision.

Section 13. Governing Law

This Employment Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Tennessee, without regard to its conflict of laws principles.

Section 14. Headings

The section and other headings contained in this Employment Agreement are for reference purposes only and shall not in any way affect the meaning and interpretation of this Employment Agreement.

Section 15. Binding Nature

This Employment Agreement shall be binding and inure to the benefits of the heirs, legal representatives, successors, and assigns of the parties hereto. It may not be amended orally, but only by agreement in writing signed by all parties hereto.

Section 16. Entire Agreement.

This Employment Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements, and understandings with respect hereto. No representation, promise, inducement, statement, or intention has been made by the parties hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not so set forth herein.

IN WITNESS WHEREOF, the City of Norris has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder and the Employee has signed and executed this agreement, in duplicate, the day and year first above written.

BY: _____
Mayor

ATTEST: _____
City Recorder

BY: _____
Employee