Agreement

This Agreement, made and entered into this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between the Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Oklahoma, a municipal corporation, (hereinafter called “Employer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter called “Employee”) an individual who has education, training and experience in local government management and who is required to follow the attached International City/County Management Association (ICMA) Code of Ethics, both of whom agree as follows.

Section 1. Term

This agreement shall remain in full force and effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, which may be extended by written mutual agreement.

Section 2. Functions and Duties

Employer agrees to employ Employee as Town Administrator to perform the functions and duties specified in Oklahoma State Statutes, the Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Oklahoma, ordinances and Town policies and to perform other legally permissible and proper duties and functions.

Section 3. Compensation

Employer agrees to pay Employee an annual base salary of $\_\_\_\_\_\_\_\_\_\_\_\_\_, which is due and payable at the same time other management employees of the Employer are paid. The Employer agrees that Employee’s performance shall be reviewed on an annual basis. The Employer further agrees that Employee shall receive annual salary increases in an amount equal to the average salary increase given all other Town employees.

Section 4. Health, Disability and Life Insurance Benefits

The Employer agrees to provide to Employee health, disability and life insurance coverage, and other benefits, provided other employees in the same manner as such are provided said other employees.

Section 5. Vacation, Sick, and Holiday Leave

A. Employee shall accrue vacation, sick and holiday leave at the same rate as any other employee with the Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Oklahoma.

Section 6. Retirement

The Employer agrees to contribute a percentage of the Employee’s base salary into the Oklahoma Municipal Retirement Fund (OkMRF), or other retirement account selected by the employee, on behalf of the Employee and solely for his/her benefit, based upon the highest percentage rate provided for any other employee or employee group of the Employer.

Section 7. General Business Expenses

A. Employee will be allowed to attend the winter and summer City Management Association of Oklahoma (CMAO) conference, with the Employer paying for the Employee’s conference registration, travel and lodging.

Section 8. Termination and Severance Pay

A. Any Town Trustees who desires to include an agenda item to discuss the termination of the Employee shall, seven (7) business days prior to doing so, advise the Employee of the basis for termination, in writing, and provide the Employee with not less than twenty (20) business days to provide a written response to the requesting Town Trustee.

B. If the Employee’s written response does not resolve the dispute to the satisfaction of the Town Trustee, then the Mayor, Employee and the Town Trustee shall meet in an attempt to resolve the dispute. If the dispute is initiated by the Mayor, then the Vice Mayor, Employee and the Town Trustee shall meet in an attempt to resolve the dispute.

C. If upon meeting, the dispute is not resolved, the possible termination of the Employee may be included on the next agenda if requested, in writing, to the Employee, by the requesting Town Trustee.

D. These procedures shall not apply to any allegation of criminal conduct nor shall they apply to an annual and/or semi-annual routine performance review in which the Employer evaluates, reviews, and/or discusses the job performance of the Employee.

E. Pursuant to Oklahoma State Statutes, the Employer reserves the right to terminate Employee at any time, for any reason or for no specific reason. Employer agrees that, in the event Employee is terminated, severance pay shall be allowed Employee pursuant to the policy set forth below, unless Employee is terminated for just cause, with just cause being defined as the conviction of a felony or an act of corruption. The parties further agree that just cause shall not include any matter which concerns a discretionary management decision or action by Employee, in good faith, while performing his duties as Town Administrator.

F. Severance pay shall be paid as follows:

1. Severance pay shall be paid in an amount equal to \_\_\_\_\_\_ months annual salary, based on the Employee’s current salary rate at the time of termination, including all benefits and any accrued vacation leave and sick leave.

2. Severance pay shall include all benefits existing at the time of termination; said benefits to continue for the entire severance period.

3. Severance pay shall be paid commencing within ten (10) calendar days of Employee’s termination.

G. In the event the Employer, at any time during the employment term, reduces the salary or other financial benefit of Employee, in a greater percentage than an applicable across-the-board reduction for all other employees, or in the event the Employer refuses, following written notice, to comply with any other provisions benefitting Employee herein, or the Employee resigns following a suggestion from the Employer that he/she resign, or the Employee is suspended from duty for any reason, Employee may, at his/her sole option, be deemed to be “terminated” within the meaning and context of the severance pay provision, contained in Section 8, of this Agreement.

H. In the event Employee voluntarily resigns his position with the Employer, without inducement, then the Employee shall not be entitled to severance pay and benefits as set forth in Section 8 of this agreement. In the event of such voluntary resignation, the Employee shall give the Employer three (3) weeks advance notice, in writing.

Section 9. Responsibilities After Termination

A. The parties agree that following termination of Employee’s employment, certain responsibilities to the Employer may continue to exist, such as assistance with transaction to a new administration, completion of work in progress and pending litigation. The parties agree that during the period of time for which severance benefits are being paid, Employee shall assist with such pending matters to such extent as needed and requested by Employer, not to exceed twenty (20) hours per month at mutually agreeable times, without additional compensation and with reimbursement of actual, necessary expenses. The parties further agree that if additional services are needed during a time period in which no severance pay is being paid, Employee shall be compensated at either his last base salary (calculated hourly) or his base salary existing at the time services are requested (calculated and paid hourly), at Employee’s sole option, with reimbursement of actual, necessary expenses.

Section 10. General Provisions

A. 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 parties are merged into and rendered null and void by this Agreement. The parties by mutual written examination may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. This Agreement shall become effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

D. 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 shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the Employer has appropriated sufficient funds to satisfy the terms and conditions of this Agreement and executed it on behalf of its Mayor and attested to by the Town Clerk, and the Employee has signed and executed this Agreement, on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, OKLAHOMA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Mayor

ATTEST AND SEAL

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Town Clerk

EMPLOYEE

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Administrator

**ICMA Code of Ethics**

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to efficient and democratic local government by elected officials.

2. Affirm the dignity and worth of local government services and maintain a deep sense of

social responsibility as a trusted public servant.

3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

4. Serve the best interests of the people.

5. Submit policy proposals to elected officials; provide them with facts, and technical and

professional advice about policy options; and collaborate with them in setting goals for the

community and organization.

6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing

legislative body.

8. Make it a duty continually to improve the member’s professional ability and to develop the competence of associates in the use of management techniques.

9. Keep the community informed on local government affairs; encourage communication

between the citizens and all local government officers; emphasize friendly and courteous

service to the public; and seek to improve the quality and image of public service.

10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without

discrimination on the basis of principle and justice.

11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member’s decisions pertaining to appointments, pay adjustments, promotions, and discipline.

12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

*Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2020*