

MANAGERS IN TRANSITION HANDBOOK

A Guide for City Managers in Transition (MIT)



*Prepared by the Missouri City Management Association
(MCMA)*

Adopted by the MCMA Board of Directors April 5, 2012

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INTRODUCTION

MCMA has created this "Managers in Transition" Handbook as a guide for its members who are fired, forced to resign or otherwise are involuntarily separated from employment by a local government. Included you will find information regarding both MCMA and ICMA membership services, model severance and employment agreements, and a variety of advice and "*lessons learned*" from managers and administrators. Managers and administrators in transition are encouraged to avail themselves of the resources provided in this guide and are encouraged to stay connected with MCMA and its members throughout their transition. The Handbook offers advice, suggestions and wisdom that all managers – in transition or not – can benefit from.

Development of this document was led by the MCMA *Managers in Transition* Task Force: Mark Perkins, Steve Rasmussen, Barry Alexander, Diana Wright, Andy Morris, Bob Kuntz, Andy McCown (Range-Rider). Special thanks to Art Davis for his efforts in compiling and drafting this guide.

OVERVIEW OF MANAGERS-IN-TRANSITION PROGRAM

MCMA has established a Manager-In-Transition (MIT) Program for use by city manager or city administrator members of MCMA. The MCMA President and Board will oversee the Program, with on-going input from ICMA Range Riders assigned to assist managers in Missouri. The Board may decide to establish a MIT Committee whose responsibility would be to monitor, liaison, and make recommendations to the MCMA President and Board of Directors regarding the status of annual participation, policy modifications, or to recommend discontinuance if the program lacks participation.

Purpose

The program provides a support system for MIT members during periods of transition between public sector management positions. A combination of direct and indirect assistance is designed to assist the member personally and professionally while in a transition status.

Definition

A manager-in-transition is an individual whose last professional position was held in the local government sector and he/she was a City Manager or Administrator and a member in good standing. The member must be actively seeking employment by pursuing local government positions throughout the state and/or in other states. Members will continue to be considered a *MIT* for up to 12 months following loss of employment or until accepting full time employment, whichever occurs first.

Support System

MCMA board members who are aware of a member in transition in their area will contact the individual to remind them of the MIT program.

Direct Services and Assistance Available to Managers-In-Transition

1. If you learn of another member who is in danger of being unemployed or is already unemployed, notify the MCMA President or MML's staff liaison to MCMA as soon as possible. The MCMA President or board member will contact the member to discuss the situation and explain MIT services. The MCMA President will notify board member(s) and/or a Range Rider located in close proximity who may also lend support.
2. MCMA will waive membership dues for up to one year while you are in transition and seeking local government employment. You will retain all membership privileges of your current membership category.
3. A Manager-In-Transition (MIT) accepting interim local government employment that chooses to or is prohibited from actively seeking employment with other local government entities will have their eligibility for MIT benefits terminated at time of employment.
4. MCMA will waive all conference registration associated and meal fees for up to two conferences (spring conference and winter workshop) during the time you are in transition.
5. MCMA will notify (with prior approval by the affected member) MCMA members regarding the member in transition and encourage offers of interim employment as a part-time/contract consultant.
6. MCMA will obtain ICMA publications dealing with job hunting and being "in-transition" status. You can request to borrow these resources to assist you during transition.
7. MCMA will utilize volunteer members to assist you in preparing and reviewing a resume.
8. It is the member's responsibility to notify a Range Rider, the MCMA President, or a member of the Board of Directors that they have become a member-in-transition in order to receive MIT benefits. It is also the member's responsibility to notify ICMA separately, if the individual is a member of ICMA.
9. It is the member's responsibility to notify the MCMA President, a member of the Board of Directors, or the MCMA staff liaison at the Missouri Municipal League (MML) if a permanent position is obtained

Indirect Services and Assistance Available to Managers-In-Transition

1. All MCMA members will be encouraged to make personal contact with you when you are in transition.
2. Members will be encouraged to continue inviting you to regional manager meetings.
3. Members will be encouraged to offer you part-time/contract employment positions.
4. Members in close proximity to you will be encouraged to offer you temporary use of office space, fax machines, computers, etc. during your job search, perhaps in return for part-time work as referenced above.
5. Members will be encouraged to offer you assistance in critiquing resumes and cover letters.
6. MCMA will maintain a current list of executive search firms in its *Members-in-Transition Handbook*.
7. MCMA will maintain a library of information that will assist you while you are in transition.
8. MCMA will maintain a list of job vacancies in various communities throughout Missouri.

SIGNS OF TROUBLE AND STEPS TO TAKE

The following checklists represent possible indicators that might be apparent (or not) when a manager's job is in jeopardy, and what steps to take if there are signs. While no one hopes to be in this difficult position, the reality is that one day it may happen. Remember, during these difficult times Range Riders are there to help, and they will keep all conversations in confidence (*see listing on Page 6.*)

Signs of Trouble – Checklist:

- Your appointment was not unanimous.
- Delayed annual reviews/not unanimously approved.
- Unexpected executive sessions without you included.
- "I/we' aren't being informed."
- "Only the mayor is being told."
- "Too many secrets around here."
- "Why do we do things this way?"
- Sharp public questions on relatively mundane matters.
- Chastising staff at public meetings.
- Complaints of unresponsiveness to a request for information.
- Usually calm, pedestrian budget meetings become hostile.
- Minor, annual audit-management letter item is a cause celebre.
- Drastic change in the makeup of the governing board.
- Newly elected officials have had no prior experience/involvement in local govt. or community affairs.
- Single-issue candidate is elected.
- Mayor is isolated from the other council members.
- An elected official asks, perhaps jokingly, "Were any of us on the council when [put in your name here] was hired as manager?"
- Governing Body fights about routine things, i.e., approval of minutes, council member expenses, etc.
- Elected official wants to see staff performance reviews.
- Favorite department head, local business, resident "meddling."
- Second-guessing of your decisions.
- You are an election issue.
- You are the subject of a newspaper editorial.
- You are losing the passion.
- You care too much.
- You feel out of sync.
- You think, "The new mayor/council will see how good I am."
- You dread going to council meetings.
- You want out of the fishbowl.
- You don't take vacations.

Steps to Take – Checklist:

- Don't hunker down.
- Know yourself, and be yourself.
- Always be professional, even if "they" aren't.
- Adhere to the ICMA Code of Ethics.
- Let elected officials take the credit.
- Always take the call from the mayor/councilperson.
- Request feedback.
- Don't break the "no surprises" rule.
- Don't dismiss lightly any of the signs.
- Have a solid employment agreement.
- Be responsive, and document the response.
- Double efforts to provide all elected officials with the same info at the same time-both timely and frequently.
- Don't play favorites.
- Don't forget your supporters.
- Remind the council of precedent.
- Don't underestimate the tyranny of the minority (even one).
- Affirm your staff support.
- Don't be afraid to ask for help from Range Riders, colleagues, and family.
- Hold a thorough orientation session for newly elected officials, and invite the veterans.
- Provide all candidates for office such information as council meeting agendas, budgets, and so on, and offer to meet with them.
- Don't let the problem fester.
- Suggest a team-building session.
- Develop a work plan that all can agree to.
- Don't criticize a candidate or a sitting, elected person publicly or privately.
- Continually remind yourself that the council/manager relationship is boss/subordinate.
- Don't overstep your authority.
- Consider every newly seated council as one you must impress.
- Know when and how to prepare for a transition.

Source: *City/County Management in Illinois* newsletter, December 2005, published by the Illinois City/County Management Association. A roster of ICMA Range Riders and their contact information is available on the Web site at ICMA.org (enter the words Range Riders in the search box).

WHAT THE MANAGER/ADMINISTRATOR SHOULD DO WHEN ASKED TO RESIGN:

1. Do not volunteer your resignation until you have worked out a satisfactory written separation/severance agreement approved by the council (*see the model separation agreement in this manual*);
2. Councils/board usually want the manager to resign quietly (*to avoid public controversy*);
3. Managers/administrators at first often feel that they should accede to the resignation request but upon reflection decide that they should not resign unless they can do so "on terms that they can live with;"
4. Councils/boards usually are willing to provide severance benefits (*dollars, time, and employee fringes*) if the manager/administrator will voluntarily submit his/her resignation (with those benefits usually larger than those provided for in the manager's employment agreement);
5. Managers/administrators should consider hiring an attorney versed in employment law to negotiate a written separation agreement detailing the terms of separation. This is recommended so as to avoid any misunderstandings and to do a better job than the manager can do by himself/herself.

IMMEDIATE STEPS CHECKLIST

- Call ICMA Member Services at (202) 962-3680 or e-mail them at membership@icma.org to notify them of your change in status. ICMA can provide information about positions available throughout the country. You can also seek advice from their Members in Transition staff. Also, look at their website at www.icma.org.
- Call MCMA staff contact Katie Bradley, Policy & Membership Associate, Missouri Municipal League, at (573) 635-9134, or email kbradley@mcocities.com, <http://www.mcma.org/> to notify them of your change in status. Give them your updated home address, phone number, and e-mail so you can continue to receive correspondence
- Call a Range Rider *immediately* for general support and severance information. In Missouri they are:

Southern Missouri

Andrew McCown (Andy)
36 Rillington Drive
Bella Vista AR 72714
Home Phone: (479) 372-0511
Email: amccown@msn.com

Western Missouri

D. Edwards (John)
916 SW Bennington Pl
Lees Summit MO 64081-3700
Home Phone: (816) 761-0891
Email: djedwards@kc.rr.com

North-Central Missouri

Raymond Beck (Ray)
201 Sappington Dr
Columbia MO 65203-1648
Home Phone: (573) 445-4041
Mobile Phone: (573) 881-2780
Email: RABHOME@centurytel.net

Eastern Missouri

Frank Ollendorff
8128 Cornell Court
University City, MO 63130
Home Phone: (314) 725-7057
Email: jane.franko@charter.net

- Check the status of your health insurance coverage and apply for COBRA benefits if necessary.
- Apply for unemployment insurance by contacting your local state employment office. Rules vary from time to time. The state can interpret the current rules for you.
- Call neighboring managers.
- Contact any member of the MCMA Board of Directors found in your Who's Who Directory or any MCMA member with whom you are acquainted for general support and information.

- Look for interim jobs in communities that have special projects or local colleges and register for the MCMA professional Resource Service Program.
- Network with regional commissions and public, non-profit and university entities and private sector consulting firms to identify temporary assignments for managers in transition (MIT).
- Update your resume and interviewing skills.
- Consider counseling for yourself and your family.
- Check MCMA newsletter MCMA website, ICMA newsletter, ICMA website (www.icma.org) Member Benefits section and Members in Transition section, ASPA newsletter, college placement office, outplacement firms, and executive search firms for possible employment.

EXIT STRATEGY

It is important for the manager/administrator to have an exit strategy. The goal is to help control how one leaves the job. This strategy includes legal assistance and the need for a severance or separation agreement.

Legal Assistance

If a member in transition requires legal assistance, they are encouraged to contact a Range Rider located in the state of Missouri, or contact a manager/administrator within the same region. These individuals will assist members in identifying attorneys possessing the requisite experience without the possible conflicts that are many times prevalent within a community. An attorney should have a specialized knowledge in the field of municipal government and labor relations in the state of Missouri, who can advise or represent managers and administrators in negotiations with city councils or county boards, or in helping to enforce termination agreements. Many attorneys with this specialized knowledge often represent cities and are reluctant to take cases in opposition to cities. Many times seeking advice can identify high quality, reasonable options not always evident at first glance.

SEVERANCE CHECKLIST

The following section was taken from the California City Management Foundation publication "Resource Guide for City Managers in Transition." We have not added all of these suggestions to the proposed Severance Agreement; however, we suggest you may want to consider these issues when discussing this matter with your attorney.

These comments were offered by city managers based on their experiences in the separation process. Several managers noted that it is best for all severance provisions to be provided in advance and contained in the employment agreement. However, since it is usually not possible or can be awkward to consider during employment negotiations everything that could be of concern later, some of the following suggestions may assist managers/administrators going through a separation process and should be considered if putting a severance agreement in place. Speaking with other managers who have gone through a similar experience and reviewing other separation agreements may also be helpful.

- Hire an attorney who is familiar with public sector chief executives and consult with him/her before making any formal or informal agreements with the city council. Don't try to work out an agreement by yourself, even if you think you can represent your own interest. You may regret it later.
- Media relations:
 - Mutual Non-disparagement Clause: Agree with the city council that neither side will speak negatively about the other; cite "philosophical" differences and wish each other well.
 - Stipulate in the separation agreement who can speak to the media and what they will say. Add accountability to the separation agreement (e.g., if the manager violates the "speak no evil about the council" provision, severance provisions would cease; if the council violates it, severance would double, in addition to protecting your legal rights for future recourse).
 - Develop a mutually agreeable "news release".

- Draft a letter of resignation in such a way that it says what the manager wants the media to know. Let the letter speak for itself, rather than commenting further to the media.
 - Stay away from the media for a couple of days to let things die down. When you do talk, don't talk about the council (it won't help). Talk about the things you are proud of in your tenure. Make no public pronouncements defending yourself; always take the high road.
 - Remember that your greatest asset is your professional reputation. The way you exit creates a lasting image and reflects on how you value your work and your colleagues.
- Get a letter of reference signed at the time the separation agreement is executed.
 - Stipulate that the city manager's personnel file is sealed, and only he or she can authorize its release.
 - Obtain continued medical benefits for a period of time after separation.
 - Secure payment of all sick leave, administrative leave, and vacation leave.
 - Weigh the advantages/disadvantages of a payoff of contract terms vs. staying on the payroll.
 - Vest in deferred compensation accounts for the entire year.
 - If the council expects to receive advice or assistance from the city manager after the separation, make sure the length of the commitment and the compensation are clear.
 - Negotiate for use of city vehicle, clerical assistance, computer, office equipment for specified period of time.
 - Obtain transitional outplacement services paid by the city (i.e., resume writing, skill building, etc.)
 - Download your internet bookmarks; print out or copy your electronic address books; purchase a printer/scanner/fax machine, create new business cards; decide which work-related periodicals you want to personally subscribe to; maintain contact with area managers and other professional associations.
 - Prepare a list of accomplishments during your tenure for future reference as you begin your job search.
 - Talk to your accountant and the city's HR point of contact to appropriately adjust the withholding exemption.
 - If a city mobile phone was assigned to you, make a request to keep the same phone number, and/or purchase the mobile phone from the city.
 - Check with your accountant and your retirement system to determine the fiscal impact of choosing a lump sum method of severance payment versus on-going payments for a specified amount, the total amount as agreed to in a severance provision of the employment agreement, or that is negotiated separately with the City Council (*Missouri Local Government Employees Retirement System, LAGERS - for most Missouri cities, at 1-800-447-4334 or www.molagers.org*).
 - Remember that "separation" includes being "asked to resign", and you should make sure the language in your employment agreement for receiving a severance, and any follow-up separation agreement clearly defines severance coverage for accepting this request.
 - Be sure that an appropriate and legal approval process is followed by the Mayor and City Council regarding a formal separation agreement and/or severance package.

WHAT THE MANAGER / ADMINISTRATOR SHOULD DO AFTER RESIGNING:

“THE MILLER RULES”

The “Miller Rules for Survival” were written by Mike Miller and have been paraphrased to serve MCMA purposes. He is a long time ICMA member, manager, and occasional manager in transition. Miller provides realistic advice on how to handle the transition period. Brow Townsend, ILCMA/ICMA member, and Steve Berley, ICMA Range Rider, contributed additional advice. They are also former managers in transition.

1. Expect an extended period of “in transition” time and hope for the best. Time moves slowly for active people faced with inactivity. Councils normally require three to nine months for the city manager selection process. Transitional periods of from nine months to two years are not uncommon. Generally speaking, the larger the target organizations, the longer it takes.
2. If you do not already have one, buy a computer and get an email address. The computer can produce professional appearing resumes which can be adjusted to differing conditions. The computer should also be equipped with a fax, internet service, and a CD burner. This will help in the search for a job and in staying in touch with friends and peers.
3. Send out lots of resumes. The more resumes, the more interviews. The more interviews, the more chances of being offered a job. You do not have to accept a position in order to apply for it. You can always turn down an undesirable job if offered (or you may find a jewel by chance).
4. Accept interviews when offered (see #3). Your interviewing skills will improve with practice.
5. Do not feel guilty about being fired or “resigning.” Losing a job in our profession is like a divorce. It can happen to anyone. If it does, deal with it and go forward. City managers are trained to accept responsibility for entire organizations. As a consequence, when in transition we tend to blame ourselves (consciously or unconsciously) for our plight. In such cases, acceptance of responsibility (guilt) serves only to cause depression and hinder the job seeking process. Maintain a positive attitude. Remember that you have value as a professional manager/administrator. Take it one day at a time, and NEVER, NEVER give up!
6. Avoid over-explaining your departure from your former position in your resume and in interviews (see #5). When asked, simplify your response to such cases as “politics” or incompatibility with the council” while remaining truthful. You should also develop and answer the following question: “Why might you be interested in a job that pays less than your former job?” Your answer should relate to the quality of the opportunity being presented, how it fits with your career path, and how your skills are a unique match.
7. Immediately obtain some quality business cards utilizing a title such as “Public Management Consultant.” The cards serve two purposes. You will be surprised how many times you will be asked “what do you do?” The cards serve to provide an alternative to “I am an unemployed city manager” or “I was a city manager.” Offering your services as a consultant will also provide a filler for your resume (councils do notice gaps) as well as relief from boredom. Be willing to reach out through direct contacts and email to offer your services. Taking on short-term consulting assignments can generate income and help keep your skills sharp.
8. Recognize that spouses feel real anger at those who put you in transition and uncertainty about the future. They need/deserve your understanding and support. This holds true for children and other family members.

9. Remember that it is ICMA's policy to waive dues payments for members in six-month increments, for up to three years, for all members in transition. If you are a member, contact the ICMA. You are also eligible for free registration to the ICMA annual conference. It is also MCMA's policy to waive dues payments and conference registration fees for members in transition.
10. Apply for unemployment insurance benefits. You have paid into this program for years and are entitled to the payments when you are fired or forced to resign.
11. Develop or maintain active participation in ICMA or MCMA committees. This will help you to stay in the loop with colleagues and make sure they do not forget you.
12. Never despair. The time away from intense daily work can be a refreshing and spiritual experience. Try to have fun: read, go out, play golf, play tennis, jog....keep your spirits up! Do something enjoyable that you would not have time to do while fully employed.
13. While away from your professional work routine, get up at your normal time. Each day reserve time to make telephone calls, send out letters and resumes for job openings and research city openings. Prepare a job list to do at home (i.e. paint bedroom, fix kitchen sink, etc.) and prepare a list for what you will do during the day.
14. NETWORK, NETWORK, NETWORK!

ICMA AND MCMA SERVICES

ICMA Services

Remember, ICMA membership belongs to the individual, not the local government. Staff at ICMA changes from time to time; therefore, the following number is the general number for Member Services: 202-062-3680. E-mail: membership@icma.org. ICMA provides the following:

- Your membership dues may be waived for up to three years (in six month increments) while you are in transition and actively seeking local government employment.
- You will continue to receive the "ICMA Newsletter" and "Public Management" (PM) magazine
- You will retain all membership privileges of your current membership category.
- You may receive complimentary registration to the next formal conference. Special instructions are on the conference registration form.
- You have access to personal support from the ICMA leadership, senior management staff, range riders and members to deal with issues of severance, relocation and job hunting. ICMA Member Services can direct you to the right place depending on your question.
- You will receive a copy of "Notes from Beachcombers" and the January 1992 issue of "PM" magazine dealing with being in transition.
- At your request, you can be listed, in the "ICMA Newsletter" as being in transition to let your colleagues know where you are and to receive support from them.

MCMA Services

MCMA membership stays with the individual, not with the employing agency. MCMA offers the following services for Managers in Transition (MIT):

- Your membership dues will be waived while in transition and actively seeking local government employment.
- Continue to be included on the MCMA listserv.
- You will retain all membership privileges of your current membership category.

- You may receive complimentary registration to the winter and summer conferences. Special instructions are on the conference registration form. Lodging expenses are not covered; however, employed members are encouraged to invite managers in transition to share a room to help defer expenses.
- You are encouraged to maintain contact with MCMA Range Riders (see prior section).
- You may participate in MIT meetings that are held periodically, typically held by MCMA Range Riders.
- You will be contacted by a manager in transition Regional Coordinator or Support Liaison. MCMA, through the affiliate organizations has designated one or two people from each affiliate who will be responsible for developing manager in transition contacts (e.g. reading area news papers via Internet or otherwise or reporting city and county managers/administrators that are in trouble or about to be in trouble to the MCMA or Range Riders). These people will be encouraged to stay in contact via phone calls and letters during the manager in transition period.

MCMA Membership Responsibilities

MCMA members are encouraged to contact fellow managers and administrators that are in transition. MCMA members can help managers in transition in the following ways:

- Hire managers in transition for interim work and special projects.
- Provide office space and equipment for managers in transition.
- When going to ICMA or MCMA conferences, invite a manager in transition to share your room at no cost.
- Monitor the environment. As one hears about a manager that may be in trouble, members are encouraged to contact either the MCMA Executive Director or one of the Range Riders.

Regional Coordinators

MCMA, through the affiliate organizations, will ask that one to two people from each affiliate be named as a Regional Coordinator. The Regional Coordinator will be responsible for identifying MCMA members as soon as it appears that they are leaving a management position and do not have a new position identified. In addition to monitoring local papers, Regional Coordinators should also frequently advise their regional counterparts to notify them of members who may be in transition. Once a member in transition (MIT) is identified, the Regional Coordinator should advise the MCMA President so that support can be offered. The Regional Coordinators should also either personally contact the MIT or identify another primary liaison. A specific person from each region shall be assigned either to maintain regular (weekly or bi-weekly) contact with the MIT, should encourage others to contact the MIT, should keep the MCMA President aware of the MIT's status, should coordinate closely with the Range Riders and should provide the MIT with the support services available through the MCMA and the ICMA.

JOB SEARCH AND GUIDANCE

Municipal Search Firms

There are professional organizations dedicated to the placement of executives in the private and public sector. There is a fee that may or may not be paid by a prospective employer. Call the Missouri Municipal League to identify possible additions to the list below. Also check the classified section of the ICMA's Public Management magazine for firms that specialize in public sector services. The following firms perform executive recruiting. As the list of firms is ever evolving, consult PM Magazine, MCMA, or ICMA for additional information. The list below is not all inclusive.

Art Davis
Art Davis Group LLC
PO Box 505
Lee's Summit, MO 64063
Ph: 816- 898-1962
E-mail: artdavis@artdavisgrouppllc.com
Website: www.artdavis@artdavisgrouppllc.com

Bob Saunders
RJS Organization Consultants
1542 Merit Lane
Liberty, MO 64068
Ph: 816-781-5329
E-mail: bob@rjsorganizationconsultants.com

Bob Slavin
Slavin Management Consultants
3040 Holcomb Bridge Road, Suite B1
Norcross, GA 30071
Ph: 770-449-4656
E-mail: rslavin101@aol.com
Website: www.slavinweb.com

Chuck Anderson, CEO
Waters-Oldani Executive Recruitment
5050 Quorum Dr.
Dallas, TX 75254
Ph: 817-965-3911
E-mail: canderson@watersconsulting.com
Website: www.watersconsulting.com/contact.asp

Heidi J. Voohees
Heidi Voorhees Associates LLC
500 Lake Cook Road, Suite 350
Deerfield, IL 60015
Ph: 847- 256-7299
E-mail: hvoorhees@voorheeassociates.com
Website: www.voorheesassociates.com

Brimeyer Fursman Executive Search
1666 Village Trail East, Suite 7
Maplewood, MN 55109
Ph: 651-204-0441
E-mail: brimgroup@aol.com
Website: www.brimgroup.com

Public Administration Associates, LLC
PO Box 282
Oshkosh, WI 54903
Ph: 920-235-0279
E-mail: info@public-administration.com
Website: www.public-administration.com

The Mercer Group
5579 B Chamblee Dunwood, Suite 511
Atlanta, GA 30338
Ph: 770-551-0403
E-mail: mercerc@mindspring.com
Website: www.mercergroupinc.com

Ron Holifield
Strategic Government Resources (SGR)
P.O. Box 1642
Keller, TX 76244
Ph: 817-337-8581
E-mail: ron@governmentresource.com
Website: www.governmentresource.com

ICMA WEBSITE

ICMA Job Center

Online job listings are available in the ICMA JobCenter at <http://jobs.icma.org>. The ICMA JobCenter offers a database of current job openings for local government professionals. Positions listed are with local governments, related local government and nonprofit organizations, and universities. The Job Center also offers an online resume service and job agents for ICMA Members. Log in on the right side of the page to take advantage of these services.

ICMA Newsletter

The *ICMA Newsletter* is published every two weeks, and is posted at www.icma.org by the Tuesday prior to the publication date. The ICMA newsletter has job openings posted in it.

ICMA Job Opportunities Bulletin

The *Job Opportunities Bulletin (J.O.B.)* is published every two weeks, on alternating weeks from the *ICMA Newsletter*. *J.O.B.* is posted at www.icma.org by the Thursday prior to the publication date.

MML WEBSITE

The *MML website* contains a listing of job openings and is updated continuously.

Visit <https://mocities.site-ym.com/networking/> to see a current listing of jobs that are available in and around Missouri.

Other regional websites that list job openings include:

Illinois Municipal League - www.iml.org/page.cfm?category=640

Iowa League of Cities - www.iowaleague.org/pages/Classifieds.aspx

League of Kansas Municipalities - www.lkm.org/classifieds/jobs/

Limitations

The above policy is designed to assist managers in transition within one's own comfort zone. Every effort must be made to respect the manager in transition's dignity, desire for privacy and comfort with each level of support available.

EXHIBIT A: MODEL EMPLOYMENT AGREEMENT

The following document serves as a model employment agreement template for administrators of municipal governments. Complete in its content, the agreement covers a wide array of topics including business expenditures, performance evaluation, relocation expenses, indemnification, and many more. It provides additional language on various topics, allowing local governments to choose the option which best fits their organization. This agreement can also be found online at www.icma.org and in the member's only section of the MCMA website at www.mcma.org.

ICMA Model Employment Agreement

Introduction

This Agreement, made and entered into on this [date], by and between the [local government] of the [state], [city] a municipal corporation, (hereinafter called "Employer") and [name], (hereinafter called "Employee") and individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

Recommended

1. This agreement shall remain in full force in effect from [date] until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this Agreement.

Option 2

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 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum plus continuation of all benefits for the remainder of the term of this agreement.

Section 2 Duties and Authority

Employee agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and by [legal reference] of the [local government] code and to perform any other legally permissible and proper duties and functions.

Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and by [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Recommended:

- 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.
- C. Consideration shall be given on an annual basis to increase 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 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or a bonus.

Option 2

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

Option 3

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

Option 4

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 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.

Section 4: Health, Disability and Life Insurance Benefits

Recommended:

- A. 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 equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents.
- 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 Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) 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.

Option 1

- A. The Employer agrees to provide for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the [local government] or, in the event no such plan exists, to provide coverage for the Employee and dependents.
- 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 Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physical selected by the Employee, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) 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.

Option 2

- 1. The Employer shall provide travel insurance for the Employee while the Employee is traveling on the Employer's business, with the Employee to name the beneficiary thereof. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick and Military Leave

Recommended:

- A. Upon commencing employment, the Employee shall be credited with sick and vacation leave equal to the highest annual accrual provided to all other employees. The Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other employees.
- 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, executive leave, and other benefits to date.
- D. The Employee is entitled to military reserve leave time pursuant to state law and local government policy.

Additional Option

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

Section 6: Automobile

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. It shall be mutually agreed upon whether the vehicle is purchased by the city, provided under lease to the city or to the Employee, or provided through a monthly allowance.

Option 1 – Monthly Vehicle Allowance

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 all 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 said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater [local government] area. For purposes of this section, use of the car within the greater [local government] area is defined as travel to locations within a _____mile (recommended fifty (50) mile) radius of [local government office].

Option 2 – Employer Provide Vehicle

The Employer shall 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.

Section 7: Retirement

Recommended:

1. The employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.
2. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percentage of Employee's base salary, fixed dollar amount of [\$], or maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit. In Lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Option 1

Recognizing that effective service with the community is based in part on the stability provided through a long-term relationship, the Employer shall provide a retirement annuity, as directed by the Employee, at a rate of [dollar amount], payable at the completion of each quarter of the fiscal year. This annuity serves as a retirement contribution and does not require further action of the Employer.

Option 2

The employer shall adopt a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of salary or [%] of the compensation annually.

- 2A. Option: 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 3

The Employer shall adopt a qualified 401(a) profit-sharing plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of all performance bonuses annually.

3A Option: 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 8: General Business Expenses

Recommended:

1. Employer agrees to budget for an to pay for professional dues 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.
2. Employer agrees to budget for an to pay for travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
3. Employer also agrees to budget for and to 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.
4. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
5. 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.

Option 1

Technology:

The Employer shall provide Employee with a computer, software, fax/modem, cell phone and paper required for the Employee to perform the job and to maintain communication.

Section 9: Termination

Recommended:

For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, 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 the termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage that the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
4. 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 resigns, then the Employee may declare a termination as of the date of the suggestion.
5. Breach of contract declared by either party with a 30 day cure period of either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Option 1

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 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to one year salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for all accrued sick leave, vacation line, all paid holidays, and executive leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

For a minimum period on one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A.
2. Life Insurance as provided in Section 4D.
3. Short-term and long-term disability as provided in Section 4B.
4. Car allowance or payment of lease, or provide option to by city vehicle at depreciated value.
5. Out placement services should the Employee desire them in an amount not to exceed [\$10,000 to \$15,000 recommended], and
6. Any other available benefits.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

Section 12: Performance Evaluation

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. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: 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 that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole 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 shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 15: Moving and Relocation Expenses

Recommended

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [number] months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

- A. 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.
- B. Employer shall reimburse Employee for actual lodging and meal expenses for his/her family in 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.
- C. Employer shall pay Employee an interim housing supplement of [dollar amount] 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.
- D. Employer shall reimburse Employee for a total of [number] round trip air fares for Employee and his/her family [amount 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 [enter number] 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 the Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.
- E. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing during the first year of this agreement.
- F. The Employer shall pay the Employee's tax liability on Employer provided benefits for relocation/housing.

Option 1

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

Section 16: Home Sale and Purchase Expenses

Recommended:

- A. Employee shall be reimbursed 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. Employee shall be reimbursed 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 [\$].

Option 1

Employer shall reimburse Employee for up to three discount points within (30) days following purchase of a home within the corporate limits of [local government name], in an effort to minimize mortgage rate differentials.

Option 2

Employer shall provide Employee with a _____ [fixed-interest, variable-interest, interest-only] loan to purchase a house. The amount of the loan shall not exceed \$_____. The loan shall be repaid in full to the Employer upon the occurrence of either of the following events; (i) the home, or the Employee's interest in the home, is sold, transferred, or conveyed, or (ii) the Employee's employment with the Employer, for any reason, is terminated. The Employer and Employee shall execute any and all documents necessary to document his transaction. In the case where the value of the home decreases, the Employee shall not be required to repay the loan.

Option 3

Employer agrees to provide the Employee a loan for the purchase of a home in an amount not to exceed [dollar amount]. Employee shall pay Employer a monthly mortgage payment of [dollar amount] for interest, which is equal to the amount currently being paid in principle and interest for the current residence. Employee shall accrue equity at a rate of [%] per month.

Upon termination of employment with the Employer, Employee shall have a maximum of six months to sell the home while continuing to reside in it under the terms and conditions here. Should the home sell during the time period, Employer shall receive 100% of the proceeds minus the percentage of equity accrued by Employee as described above, and minus the amount of equity originally invested by Employee. Said accrued equity and original equity shall both be payable to Employee upon closing. Said original equity invested shall be calculated as an amount equal to the percentage of original purchase price, represented by the original equity to the current sale price of the home. All closing costs borne by the seller shall be split between Employer and Employee in a proportion equal to the equity share described above. Should the house fail to sell within the allotted six month time period, Employer has the option of the following the previous arrangement to continue in place or to purchase equity, calculated as provided above, plus the original cost of all improvements made to the property.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or

otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as [job title] or resulting from the exercise of judgment or discretion in the connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to the Employee. **Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.**

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: 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 the Agreement, the [local government] Charter or any other law.

- A. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the Charter, Code, Personnel Rules and Regulations by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER [Title and address of relevant official (mayor, clerk, etc.)]
- (2) EMPLOYEE [Name and address for tax purposes of Employee]

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

Section 21: 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 parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement 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. Binding Effect. 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. Effective Date. This Agreement shall become effective on _____, _____.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect 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.

EXHIBIT B: SAMPLE SEVERANCE AGREEMENT

The following is a sample severance agreement. Should you decide to use this agreement, be sure to review it with your personal legal counsel before execution (*provisions of a severance agreement ideally should be included in an employment agreement.*)

SAMPLE

References in this agreement to gender are for example purposes only and are not intended to specify a particular gender.

Separation Agreement

This separation agreement is made and entered into this _____ day of _____ 201____, by
and between the City of _____ herein after referred to as the City and
_____ herein referred to as (Manager/Administrator.)

The City has asked the Manager/Administrator to resign effective _____.

In consideration of the Manager/Administrator resigning as the City Manager/Administrator

Effective _____, the City and he Manager/Administrator do here by agree

as follows:

1. The City shall provide the Manager/Administrator a severance payment in accordance with the terms of the existing contract, normally ranging from six months to one year of salary of the current rate of pay of said Manager/Administrator. This severance shall be paid in a lump sum unless otherwise agreed to by the City and the Manager/Administrator.
2. The Manager/Administrator shall also be compensated for all accrued sick leave, vacation time, all paid holidays and executive leave. The City agrees to make a contribution to the Manager/Administrator's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.
3. If the lump sum method of payment is not used, and the Manager/Administrator decides to accept on-going payments the same as being on the payroll for the agreed upon severance amount, the Manager/Administrator shall be considered as a regular full time City employee and shall receive, at the City's normal expense percentage, all of the usual and customary benefits received by other full time employees of the City including but not limited to:
 - a) Health insurance for the Manager/Administrator and his/her dependents.
 - b) Life insurance in the amount received when he/she was Manager/Administrator
 - c) Short term and long term disability
 - d) Car allowance or payment of lease, or provide option to buy City vehicle at depreciated value.
 - e) Outplacement services should the Manager/Administrator desire them in an amount not to exceed \$10,000.
 - f) Secretarial and office services provided the Manager/Administrator at no cost; and,
 - g) Any other available benefits, i.e., technology allowance, state and/or city retirement contributions (could factor into retirement calculations), etc.
4. The City agrees that it shall give the Manager/Administrator a favorable reference upon request of any prospective future employer of the Manager/Administrator.
5. The City agrees that it shall perpetually defend the Manager/Administrator and hold him/her harmless and shall indemnify him/her against any pending or future litigation, claims, demand, or other legal action, whether groundless or otherwise, arising out of the Manager/Administrator's performance duties, responsibilities or obligations or inactions during the course of his/her performance duties. Should the Manager/Administrator be named as an individual and the City's insurance carrier or risk management agency issues a reservation of rights or other document advising the City it will neither defend nor indemnify such claim, the City shall provide for the defense and pay for all said expense and indemnify such claim.
6. If the Manager/Administrator is terminated because of a conviction of a felony, then the City is not obligated to pay severance as defined in this Agreement.

7. This agreement sets forth and establishes the entire understanding between the city and the Manager/Administrator relating to the severance of the Manager/Administrator by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.
8. This agreement shall be binding on the city and the Manager/Administrator as well as their heirs, assigns, personal representatives, and successors in interest.
9. If the invalidity or partial invalidity of any portion of this agreement is held invalid, the remaining provisions shall 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.
10. The city and the Manager/Administrator do both agree that they will exercise good faith in the performance of all provisions of the Separation Agreement.

For the City of _____ . By Mayor _____ ,

Dated _____ .

By Manager/Administrator _____ Dated _____ .

Attested: _____ , City, Dated _____ .

** It is recommended that the Manager/Administrator use an attorney versed in employment law in his discussions with the City and the preparation of the Separation Agreement.

End of Document