

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between the City of Oskaloosa, State of Iowa, a municipal corporation ("Employer"), and ("Employee"), both of whom agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of _____ as City Manager of the City of Oskaloosa as provided by Municipal Code Chapter 2.16 and Home Rule Charter- Article IV, City of Oskaloosa, Iowa; and

WHEREAS, it is the desire of Oskaloosa City Council ("Council") to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Manager of said City of Oskaloosa;

WHEREAS, the parties acknowledge that Employee is or will become a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics.

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

Section 1: Duties

Employer hereby agrees to hire Employee as City Manager of said Employer to perform the functions and duties specified in said Chapter 2.16 and Article IV and/or whatever future chapter that may be assigned of said Oskaloosa Municipal Code and Home Rule Charter and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2: Term

- A. Employee agrees to begin employment on or before June 13, 2022, and remain in the exclusive employ of Employer until June 13, 2024 and neither to accept other employment nor become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided, provided that Employee may accept consulting or other work outside the job of City Manager if approved by the Council and if said work does not create any publicly perceived or actual conflict with the job of City Manager. See also Section 10 below.

- B. In the event the Employer does not intend to renew the agreement, the City shall act in accordance with City Code Chapter 2.16 sixty (60) days or more in advance of the expiration of the agreement.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, of this agreement.
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to provision set forth in Section 5 of this agreement.

Section 3: Suspension

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if:

1. a majority of the Council and Employee agree, or
2. after a public hearing, a majority of Council votes to suspend Employee for cause provided, however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing by the Council member(s) bringing such charges.

Section 4: Termination and Severance Pay

- A. Termination occurs when four Council Members vote to terminate the Employee's employment agreement at a duly authorized public meeting as per City Code Chapter 2.16.
- B. Except in the case of removal for cause as described in paragraph E below, if Employee is prematurely terminated by the Council prior to the initial term of employment or before expiration of any of the aforesaid subsequent terms of employment and during such time that Employee is willing and able to perform her duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to seven (7) months' aggregate salary, benefits, and deferred compensation. Employee shall also be compensated for all earned vacation, holidays, and other accrued benefits to date upon date of termination.
- C. In the event Employer at any time during the term of this agreement reduces the salary or other benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the majority of the Council that she resign, then, in that event Employee may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

- D. Cause under this agreement shall mean: 1) a conviction for violation of State or Federal laws involving theft, dishonesty or fraud, moral turpitude, or actions which would clearly call into question the fitness of the City Manager to carry out the duties required by this agreement, or where Employee has admitted the same; 2) willful violation of City rules of conduct as set forth in the Employee Handbook; 3) insubordination of the City Council without lawful justification or excuse; or 4) if Employee is no longer bondable under Section 20 of this Agreement.

Section 5: Resignation

In the event Employee voluntarily resigns her position with Employer before expiration of the aforesaid term of her employment, the Employee shall give Employer six weeks' (42 days') notice in advance, unless the parties agree otherwise.

Section 6: Disability

If the Employee is permanently disabled or is otherwise unable to perform her duties without reasonable accommodation because of sickness, accident, injury, mental incapacity or health for a period of twelve successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement, subject to the severance pay requirement of Section 4.

Section 7: Salary

Employer agrees to pay Employee for her services rendered pursuant hereto an initial annual base salary of \$147,000, with review at six months' employment with possible adjustment to \$150,000 annual salary at that time based on satisfactory performance, thereafter to be set by Resolution of the Council, payable in installments at the same time as other employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as increases are provided across-the-board to other employees and/or to such an extent as the Council may determine that it is desirable to do so on the basis of a review of said Employee, and upon other relevant factors such as market forces impacting the competitive salary level of similarly situated City Manager.

Section 8: Performance Evaluation

The Council shall review and evaluate the performance of the Employee after six and twelve months of service, and at least once annually thereafter. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee, and consideration of base salary shall be made at each evaluation. The Council shall provide the Employee with a summary of the findings of the Council and provide an adequate opportunity for the Employee to discuss her evaluation with Council.

Annually, the Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives in writing, ensuring that said goals and objectives are attainable within the time limitations specified and within available appropriations.

The City Manager, Council, and Mayor will bring any perceived problems or inadequacies to the attention of the other party or parties and will exercise a good-faith effort to mutually resolve such perceived problems or inadequacies.

In effecting the provisions of this Section, both parties mutually agree to abide by the provisions of the applicable law, including but not limited to the Iowa Open Meetings and Open Records laws.

Section 9: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as she shall deem appropriate during said normal office hours.

Section 10: Outside Activities

Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer-connected business without the prior approval of the Council.

Section 11: Automobile

Employee's duties require the use of a vehicle, and for that reason the Employer shall provide Employee with a monthly vehicle allowance of \$350.00. The monthly vehicle allowance will cover the normal use of Employee's private vehicle for Employer's business within the State of Iowa. Additional mileage reimbursement may be paid for travel outside the state or extraordinary amounts of travel within the state, as agreed to by the Council.

Section 12: Cellular Phone

The Employer will provide the Employee with a cellular phone to use for City business.

Section 13: Vacation, Sick, Holiday, Funeral and Military Leave

A. Employee shall be granted 3 weeks of annual vacation leave upon her initial employment, and thereafter shall accrue vacation leave at a level consistent with a 10-year tenured City of Oskaloosa employee (3 weeks after 1 year of employment). Employee may carry over 40

hours' vacation from year to year, or the maximum allowed by the City's personnel policies, whichever is higher.

- B. All provisions and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the Employer, including provisions governing accrual and payment therefore on termination of employment.

Section 14: Insurance

- A. Employer shall offer the Employee the typical insurance package as provided to non-union employees, with Employee responsible for the typical employee contributions.
- B. The Employer shall provide life and disability insurance as provided to all department heads as stated in the City's personnel policies.

Section 15: Retirement

The Employer and Employee shall contribute to the Iowa Public Employees' Retirement System (IPERS) in the IPERS-specified percentages of gross salary. Employee shall participate in Social Security and Medicare in the normal amounts.

Section 16: Dues and Subscriptions

Employer agrees to budget for and to pay for Council-approved professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer. For purposes of this agreement, general memberships, committee memberships & meetings, and/or conferences, as budgeted, of the Iowa City/County Management Association, Iowa League of Cities, and International City/County Management Association will be allowable without further approval. Additional special professional development activities shall be subject to the approval of the City Council.

Section 17: Professional Development

Employer hereby agrees to budget for and to pay for travel and subsequent expenses of Employee for meetings and conferences as described in the above Section. Employer may also authorize attendance of any other professional and official travel, meetings, short courses, institutes, seminars, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to national,

regional, state, and local governmental groups and committees thereof which Employee serves as a member.

Employer also agrees to budget and pay for travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the Employer, with prior approval of the City Council.

Section 18: Relocation

Employee agrees to establish primary residency within the city limits of Oskaloosa within six months of her employment start date, and to remain a resident throughout her employment. The Employee shall be reimbursed up to a total of \$7,000 for the expenses of packing and moving Employee and personal property from _____ to Oskaloosa, and for transitional housing expenses. Expenses shall include unpacking, any storage costs necessary, insurance costs, and cost of suitable housing in Oskaloosa. Employee shall submit appropriate documentation prior to reimbursement.

Section 19: Indemnification

In addition to that required under state and local law, and except for gross, intentional or criminal misconduct excepted by law and by the City's liability policies, 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 Employee's duties as City Manager. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 20: Bonding

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

Section 21: Representation of Employer

Employer represents that it has the legal authority to enter into and be bound by the terms of this agreement.

Section 22: Notices

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

- (1) Employer: Mayor and City Council

City of Oskaloosa
220 S. Market St.
Oskaloosa, IA 52577

(2) Employee:

Alternatively, notices required pursuant to this agreement may be personally served. Notice shall be deemed given as of the date personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 23: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective upon approval and execution by both parties.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Oskaloosa Municipal Code, Home Rule Charter, or any other applicable law or regulation.

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

David Krutzfeldt
Mayor

Attest:

Amy Miller
City Clerk

APPROVED AS TO FORM:

David Dixon
City Attorney