

VILLAGE OF JOHNSTOWN, OHIO



RESOLUTION 14-35

A RESOLUTION AUTHORIZING THE CONTRACT WITH JIM LENNER FOR VILLAGE MANAGER AND INCORPORATING THE CONTRACT HEREIN

WHEREAS, The Village of Johnstown, by and through Council, and Jim Lenner have agreed upon the terms of the contract for employment as Village Manager; and

WHEREAS, a copy of the contract is attached to this Resolution as Exhibit "A" and incorporated in it's entirety; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village of Johnstown to enter into this contract to retain Jim Lenner as Village Manager; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF JOHNSTOWN, COUNTY OF LICKING, STATE OF OHIO; A MAJORITY OF THE MEMBERS CONCURRING THAT:

Section 1. The contract for employment with Jim Lenner for the position of Village Manager is approved and authorization of the same is hereby granted. A copy of the contract is attached as Exhibit "A" and incorporated in this resolution in its entirety.

Section 2. It is found and determined that all formal actions of this Village Council, concerning and relating to the recommendation of adoption of this Resolution, were approved in an open meeting of this Village Council, and that meetings resulted in such formal action where meetings were open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Charter for the VILLAGE OF JOHNSTOWN.

By: Beb Ursini

Sean Stanart
Sean Stanart, Mayor

Date Passed: August 5, 2014

ATTEST TO:

Teresa Monroe
Teresa Monroe, Clerk of Council

APPROVED AS TO FORM:

David Wigginton
David Wigginton Law Director



**VILLAGE MANAGER EMPLOYMENT
AGREEMENT
2014**

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Introduction

This Agreement, is made and entered into this day July 15, 2014 by and between the Village of Johnstown of Ohio, Johnstown a municipal corporation, (hereinafter called "Employer") and James Lenner, (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

A. This agreement shall remain in full force and effect from July 16, 2014 until December 31, 2019 or terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Section 2: Duties and Authority

A. Employer agrees to employ James Lenner as Village Manager to perform the functions and duties specified in Article V of the Village of Johnstown charter and to perform other legally permissible and proper duties and functions.

B. Employee shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful Employer directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the Employer and the ordinances and charter of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the Employer.

G. The Employee shall perform the duties of the Village Manager of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the Employer shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of Village Manager to another position without the Employee's express written consent.

J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the Employer, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The Employer, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$86,500 payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to management employees.

D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful Employer action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 4: Health, Disability and Life Insurance Benefits

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, at a minimum, equal to that which is provided to all other employees of the Village of Johnstown. In the event no such plan exists, Employer agrees to provide coverage for the Employee and dependents in a manner mutually agreed upon by Employer and Employee.

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 not to exceed \$350 per year for short term disability coverage and \$530 per year for long term disability coverage.

C. The Employee shall submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer as covered by the Village's insurance plan. The physical examination shall be submitted to 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 not to exceed \$150 per month. The Employee shall name the beneficiary of the life insurance policy.

Section 5: Vacation, Sick, and Military Leave

A. Beginning the first day of employment, Employee shall accrue personal leave, sick leave and vacation leave on an annual basis according to the following schedule:

Vacation – 6.15 hours per pay period

Personal – Three days per year

Sick – 4.6 hours per pay period

Section 6: Automobile

The Employee's duties require 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 Employer, provided under lease to the Employer or to the Employee, or provided through a monthly allowance. If the vehicle is purchased by the employer, the Employee is allowed unrestricted personal use of the vehicle up to 500 miles per month.

Section 7: Retirement

The Employer agrees to enroll the Employee into the Ohio Public Employee Retirement System (OPERS) and to make all the appropriate contributions on the Employee's behalf including the Employee's 10% contribution to OPERS.

Section 8: General Business Expenses

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, 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 not to exceed \$1,500 per year. If the Employee leaves before the end of a calendar year, the Employee is required to reimburse the Employer the prorated amount of the professional dues.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to 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 not to exceed \$5,000 per year.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer not to exceed \$1,000 per year.

D. 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 not to exceed \$500 per year. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations not to exceed \$500 per year.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, internet connection at Employee's permanent residence, mobile phone and

tablet computer for business and personal use required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall be offered to the Employee at a reasonable market purchase amount and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

Section 9: Termination

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

1. The majority of the Employer votes to terminate the Employee in accordance with the Village Charter Article V Section 5.02 at a properly posted and duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the Village Charter 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 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 than 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 Employer that the Employee resign, 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 for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 21.

Section 10: Severance

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

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six (6) months salary at the then current rate of pay including all applicable withholdings (state, federal, local, school, ect). This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.
- B. The Employee shall also be compensated for all sick leave, personal leave, vacation leave, and all paid holidays. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at

the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

- C. For a minimum period of 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, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
 - 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 buy Employer's vehicle at depreciated value
 - 5. Any other available benefits.

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

- D. The termination and severance of Employee shall be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is provided by ICMA, and is incorporated herein by reference.

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 Employer and Employee agree otherwise.

Section 12: Performance Evaluation

A. Employer shall annually review the performance of the Employee in November subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the Employer and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the Employer and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit

the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

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

Section 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 to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the Employer nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

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

Section 16: Moving and Relocation Expenses

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within 6 months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

Section 17: Education Expenses

Employer agrees to reimburse Employee \$462.00 for education loan repayment on a monthly basis for the length of the contract.

Section 18: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or non perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrate or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Manager or resulting from the exercise of judgment or discretion in 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, penalties, 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 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 19: Bonding

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

Section 20: Other Terms and Conditions of Employment

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Village of Johnstown Charter, local ordinances or any other law.
- B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other [appointed officials, appointed employees, department heads or general employees] of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.
- C. The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in Section 10.

Section 21: Notices

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

- (a) EMPLOYER: Village of Johnstown
ATTN: Clerk of Council
599 S. Main Street
PO Box 457
Johnstown, Ohio 43031
- (b) EMPLOYEE: James Lenner
69 Concord Court
Johnstown, Ohio 43031

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 22: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee 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.

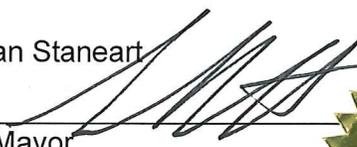
B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on July 16, 2014.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

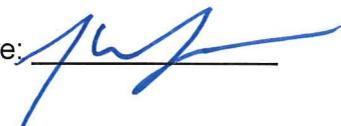
E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Employer's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms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

Sean Stanearth

By: 
Mayor

Executed this the 20 day of August, 2014.

James W. Lenner

Signature: 

Executed this the 6 day of August, 2014.





ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in May 1998. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in September 2013.

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:

Tenet 1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

Tenet 3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a bona fide offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

Tenet 4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

GUIDELINE

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

Tenet 5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

GUIDELINE

Conflicting Roles. Members who serve multiple roles – working as both city attorney and city manager for the same community, for example – should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

Tenet 6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 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.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 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.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 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.

Tenet 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.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 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.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

Tenet 12. Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

GUIDELINES

Gifts. Members should not directly or indirectly solicit any gift or accept or receive any gift—whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form—under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.

It is important that the prohibition of unsolicited gifts be limited to circumstances related to improper influence. In de minimus situations, such as meal checks, some modest maximum dollar value should be determined by the member as a guideline. The guideline is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

Investments in Conflict with Official Duties. Member should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with their official duties.

In the case of real estate, the potential use of confidential information and knowledge to further a member's personal interest requires special consideration. This guideline recognizes that members' official actions and decisions can be influenced if there is a conflict with personal investments. Purchases and sales which might be interpreted as speculation for quick profit ought to be avoided (see the guideline on "Confidential Information").

Because personal investments may prejudice or may appear to influence official actions and decisions, members may, in concert with their governing body, provide for disclosure of such investments prior to accepting their position as local government administrator or prior to any official action by the governing body that may affect such investments.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members should not disclose to others, or use to further their personal interest, confidential information acquired by them in the course of their official duties.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, whether or not for compensation. Members may, however, agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

SEVERANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____ by and
between _____ an adult individual who resides at _____
hereinafter referred to as _____

AND

_____ political subdivision, hereinafter referred to as "City".

WITNESSETH THAT:

WHEREAS, _____ has been the City Manager and Chief Administrative Officer
City for a period of in excess of _____ years, having commenced employment on _____;
and

WHEREAS, _____ shall voluntarily terminate his/her employment with the
City, and

WHEREAS, both _____ and the City are desirous of affecting a Severance Agreement
relative to the compensation and benefits to be paid to _____ by the City,
and

NOW THEREFORE, in consideration of the above and intending to be legally bound hereby, the

parties hereto agree as follows:

1. _____ shall voluntarily resign from his/her position as City Manager of the City by announcing his/her resignation not later than the _____ day of _____.

2. _____ shall be entitled to six (6) months severance pay at his/her current rate of pay, \$ _____ per month, calculated from the effective date of his/her resignation. He/she shall receive a lump sum payment of this severance pay within five (5) working days from his/her last date of employment with the City.

3. In addition to \$ _____ severance pay set forth in Paragraph 2, he/she shall be entitled to accumulated sick days, vacation days and a personal day through _____, which are _____ sick days, _____ vacation days, and _____ personal day. These accumulated sick, vacation and personal days are consistent with existing personnel policy; he/she _____ shall receive a lump sum payment calculated on a per diem basis for these unused days to be added into his/her severance payment. The per diem rate shall be \$ _____.

4. In addition, the City shall provide health and dental benefits under his/her current medical coverage for a minimum of six (6) months subsequent to his/her termination of employment and a maximum of _____ months. If at any time after his/her employment with the City ceases, he/she becomes re-employed or in any other way is covered by health and dental

benefits, the City's obligation to continue health and dental benefits after months shall end.

5. The City shall continue to pay _____ vision and life insurance/disability insurance through _____.

6. In addition, the City shall pay as additional consideration, the monthly Pension benefit to the I.C.M.A. Retirement Corporation, at the current monthly rate, for six (6) months, which is _____ (percent) of his/her gross severance pay.

7. To the extent permitted by law, this Agreement shall be kept confidential by the parties. Council shall refrain from any negative public comment regarding his/her tenure with the City that would negatively affect his/her opportunities of employment.

8. The City shall provide _____ with a favorable recommendation for employment acknowledging his/her excellent performance of all duties to all future prospective employers. The parties agree that _____ resignation is a result of differing philosophies in management taken by the recently elected Members of Council.

9. The president of council will promptly provide _____ with a letter of recommendation to any prospective employer and allow _____ to submit a draft of the proposed letter of recommendation to be mutually agreeable to both parties and the City shall not unreasonably withhold their approval of the letter of recommendation.

10. Following his/her voluntarily termination of employment with the City, the City will not contest his/her application for Unemployment Compensation to the extent that it is permitted by law.

11. In the event that there are any legal or administrative issues, allegations, or hearings that require _____ participation because of his/her tenure as City Manager, _____ agrees to cooperate and provide information and testimony to the extent deemed necessary by the City. In exchange, the City agrees to pay for these consulting services at the rate of \$ _____ per hour. In the event _____ is made a party to any legal or administrative proceeding as a result of his/her tenure as City Manager or because of decisions made that were within the scope of his/her employment and authority as City Manager, the City will provide a legal defense on his/ her behalf. It is understood that the City is not obligated to provide such defense for any matters outside the scope of his/her employment or authority, whether they be intentional, negligent or criminal.

12. _____ shall be entitled to copies of any non-confidential documents, which constitute his/her personal work product that may assist his/her in securing employment, provided such documents are approved by the City Attorney in advance. The City shall provide said documents to _____ within five (5) working days.

13. In consideration for the severance payments made in this agreement, hereby unconditionally and generally releases _____ and its Officers, Council members and

employees from all actions, causes of actions, claims and demands of any nature, whether known or unknown, that he/she has or may have against them or any of them up to and including the date of this Agreement, including without limitation any and all claims relating directly or indirectly to _____ employment by _____ including but not limited to claims, whether Federal or State, statutory, common law or otherwise, for breach of contract, any tortuous activity by _____ or its Officers, Councilmen or employees, defamation, fraud, misrepresentation and unlawful discrimination.

14. _____ certifies that he/she has (a) has read the terms of this Agreement, (b) understands that it contains release and waiver of any claims he/she has or may have against _____ and related persons and entities, (c) has been advised to consult with an attorney concerning it, (d) has had an opportunity to discuss it with an attorney, _____, and (e) understands its terms and effects.

16. _____ acknowledges that he/she executes this Agreement with its general release of his/her own volition, with a full understanding of its terms and effects and in exchange for the consideration that is described in this Agreement and that he/she acknowledges as adequate and satisfactory to him/ her.

17. This Agreement will not be construed as an admission of any liability by or any other agent or employees of _____, or as an admission of any violation of any federal, state, or local statute, regulation or ordinance.

18. This Agreement may not be modified or altered except by a subsequent writing to be signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Multi-rater Assessments Approved for Use by ICMA-CMS

Assessment Name	Company Name	Website	Description
AIQ 360	Aspire Collaborative Services, LLC	http://www.aspire-cs.com/services/assessments	Aspire's custom 360 for in-depth interview style feedback
CCL Assessment Suite	Center for Creative Leadership	http://www.ccl.org/leadership/assessments/assessment360.aspx	The Suite includes four research-based 360-degree instruments with a consistent reporting format to help organizations create a common leadership language and consistent feedback process at multiple levels through the company.
Checkpoint 360	Profiles International	http://www.profilesinternational.com/products/checkpoint360-leadership-development.php	Leadership assessment used primarily to evaluate the leadership skills and effectiveness of your managers and leaders. This leadership development survey compiles a feedback system from direct reports, peers, and supervisors, with a personalized program for developing specific leadership skills based on that feedback. The reports explain how to improve training, management techniques, and communication for greater success.
Community Leadership Competency (CLC) 360	UNC - Public Executive Leadership Academy	http://www.sog.unc.edu/programs/pela/ contact: upshaw@sog.unc.edu	Community Leadership Competency (CLC) 360 feedback instrument that Dr. Vaughn Upshaw developed for UNC's Public Executive Leadership Academy
Everything DiSC 363® for Leaders	Corexcel	http://www.corexcel.com/360-feedback-profile.htm	Online 360 feedback profile that combines the detail of a typical 360 profile with the simplicity and power of DiSC®. The result is an assessment that is detailed, valid and reliable.
Leadership Practices Inventory (LPI) Assessments	The Leadership Challenge	http://www.leadershipchallenge.com/professionals-section-lpi.aspx	A 360-degree assessment tool by Jim Kouzes and Barry Posner based on The Five Practices of Exemplary Leadership® model.

Voices®	Lominger	http://store.lominger.com/stores/lominger/en_US/pd/productID.127298200?resId=02P10AovdHEAAKqUox4AAAAAM&rcsts=1399048B4830Z	<p>A Web-enabled 360° feedback system that provides access to the Leadership Architect® Library of 67 Competencies, 19 Career Stallers and Stoppers, 26 Clusters and 8 Factors, 7 Global Focus Areas, 10 Universal Performance Dimensions, and 365 Behavioral Aspects.</p>
The Mercer Group	The Mercer Group	http://www.mercergruoinc.com/	
Mountain Top Consulting	Mountain Top Consulting	http://www.mtntopconsult.com/	<p>Mountain Top Consulting includes a management/personality assessment as part of their curriculum. The assessment consists of confidential one-on-one interviews and a proprietary questionnaire referred to by the consultant as the "1-3 Tool."</p>
NorthPath, LLC	NorthPath, LLC	www.northpathllc.com/	
The 7 Habits Benchmark Assessment	FranklinCovey	http://www.frankincovey.com/xc/solutions/the-7-habits-solutions/the-7-habits-benchmark-assessment	<p>The 7 Habits Benchmark™ tool from FranklinCovey enables employees to assess themselves and each other. This 360 ° assessment gathers input from key associates—direct reports, coworkers, and supervisors—to help individuals gain a clearer picture of their performance from a range of perspectives. The 7 Habits Benchmark includes individual reports and action plans for applying new skills to real-world issues and situations.</p>