EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered this _____ day of January, _____, by and between the **[Municipality/City/Borough/Township]** of _____, a municipal corporation with its address at _____, _____County, Pennsylvania, hereinafter referred to as "Employer," and _____ [**Name of Employee**], _____, _____, _____ County, Pennsylvania, hereinafter referred to as "Employee."

WHEREAS, Employer is in need of the services of a person possessing the skills and ability required to serve as Municipal Manager; and,

WHEREAS, Employee has represented to Employer that **he/she** possesses the requisite knowledge and skills to perform such duties; and,

WHEREAS, Employer is desirous of engaging the services of Employee as Municipal Manager pursuant to the authority vested in the Employer under the Pennsylvania **[Third Class City/Borough/First Class Township/Second Class Township]** Code (hereinafter **[City/Borough/Township]** Code) and the **[Code/Ordinances]** of the Employer, subject to the limitations therein contained.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Employer and Employee agree as follows:

1. Employer agrees to employ _____ as Municipal Manager of said **[Municipality/City/Borough/Township]** commencing on _____to perform the essential functions and duties specified by the position description for the job of Municipal Manager, and to perform such other legally permissible and proper essential duties and functions as required by statutory law and as the **[Council/Board]** shall, from time-to-time, assign.

2. This Agreement and the employment of Employee hereunder shall be subject to all applicable provisions of the **[City/Borough/Township]** Code, as amended, and the Employer's **[Code/Ordinances]**, as amended. Unless earlier terminated by either party, or renewed in a writing signed by the parties, this Agreement shall automatically expire on **_____ [no later than January 2, 2014]**.

3. Employee shall perform all duties assigned to **him/her** as Municipal Manager in a competent and professional manner in accordance with the laws and regulations of the

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Commonwealth of Pennsylvania and the federal government, the **[City/Borough/Township]** Code, as amended, the Employer's **[Code/Ordinances]**, as amended and the policies of the Employer as established by the **[Council/Board]** and not inconsistent herewith. Employee shall at all times comport **himself/herself** in such a manner as to not bring discredit or disfavor upon the Employer.

4. Subject to all conditions and limitations set forth therein, Employee shall be entitled to all benefits available to other non-bargaining unit employees of the **[Municipality/City/Borough/Township]** as set forth in the applicable personnel policies, unless so stated differently in this Agreement. **[NOTE: All variations from these policies should be spelled out in the agreement, e.g. use of a municipal vehicle, deferred compensation plan, moving expenses.]**

5. The duties required of Employee hereunder shall be rendered at the municipal offices of the Employer located at _____, _____ County, Pennsylvania, and such other place or places as the Employer shall in good faith require or as the interests and the needs of the Employer shall require. **[OPTIONAL UNLESS MANDATED BY CODE OR ORDINANCE: Employee agrees that as a condition of his/her employment, he/she shall reside within the Municipality/City/Borough/Township for the full term of this Agreement. If Employee is not currently a resident of the Municipality/City/Borough/Township, Employee shall establish a residency within ___ months of employment.]**

6. Notwithstanding the term of this Agreement, Employee shall serve at the pleasure of the **[Municipal/City/Borough/Township Council/Board]** as an at-will employee and shall be subject to removal at any time by a vote of the **[Council/Board]**.

7. **[OPTIONAL: The parties also recognize that, under the law of Pennsylvania, professional municipal managers may be subject to dismissal from employment for reasons which have nothing to do with the quality of their workplace performance. In order to deal with this circumstance and as an inducement to enter into this Agreement and remain in the employ of the [Municipality/City/Borough/Township], if the Employee's employment is terminated without cause [or this Agreement is not renewed], he/she shall be entitled to ____ months of severance pay consisting of the pro rata portion of Employee's salary and the Employer's portion of Employee's health insurance benefits, in effect at the time of termination, in addition to payment for any**

accrued and unused vacation and sick leave time to the extent otherwise provided for under the Municipality/City/Borough/Township's policies.

8. **Employee shall not be entitled to any severance benefit provided for under Section 7 if he/she is terminated for cause, which may include, but shall not be limited to:**

a. the Employee fails or refuses to comply with the policies, standards and regulations of the Employer from time to time established; or

b. the conviction of any misdemeanor or felony, and/or the conviction of any summary offense which could have an adverse effect on his/her ability to perform the terms of this Agreement or brings the Employer into disrepute. For the purposes of this paragraph, conviction shall include a plea of guilty or nolo contendere; or

c. the Employee commits an act of fraud, dishonesty, or other acts of misconduct in the rendering of services on behalf of the Employer; or

d. the Employee fails or refuses to faithfully or diligently perform the provisions of the Employment Agreement or the usual and customary duties of his employment, for reasons other than disability.

In such circumstances, Employee shall only receive payment for any accrued and unused vacation and sick leave time to the extent otherwise provided for under the Municipality/City/Borough/Township's policies.

9. Nothing herein shall be construed to prevent or otherwise interfere with the right of Employee to resign at any time from **his/her** position with the Employer. In such event, **he/she** shall give forty-five (45) calendar days advance notice in writing of **his/her** voluntary resignation. In the event of Employee's voluntary resignation, **he/she** shall be entitled to no severance benefit whatsoever, other than payment for leave balances as provided in the personnel policies for non-bargaining unit employees.

10. In the event the 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 reduction for all other non-bargaining unit employees of the Employer, or in the event the Employer refuses, following written notice, to comply with other provisions benefitting Employee herein, Employee may, at **his/her** option, be deemed to be terminated at the date of such reduction or

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such refusal to comply within the meaning and context of the herein Agreement, and be entitled to severance pay as provided for in Section 7 above. Employee shall exercise such option within 10 business days of receiving notice of the Employer's action.

11. Employee shall be compensated on the basis of an annual salary of $_____ effective _____. Said salary may be adjusted by action of the [**Council/Board]** during the term of this Agreement.

12. The **[Council/Board]** shall review and evaluate the performance of Employee at least once annually. Said review and evaluation shall be in accordance with specific criteria developed by the Employer. Said criteria may be revised, added to or deleted from as the **[Council/Board]** may from time to time determine. The failure of the **[Council/Board]** to conduct any evaluation shall not be deemed to be a breach of, or default under, the terms of this Agreement.

13. Employee agrees to subscribe to and take the proper oath of office and further agrees to devote all of **his/her** time, skill, labor and attention to said employment during the term of this Agreement; provided, however, that Employee, by agreement with the **[Council/Board]**, and as allowable under statute, may undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations..

14. The Employer shall furnish Employee, at the Employer's expense, with office facilities suitable for Employee's performance of **his/her** duties as Municipal Manager. The Employer shall also provide, at the Employer's expense, such assistants and such supplies, equipment, and material as may be required, as determined in the Employer's sole discretion, in the performance of such duties.

15. Employee is entitled to the use of a vehicle from the municipal fleet while conducting Employer business. In the event a vehicle is not reasonably available, Employee is entitled to mileage reimbursement, at the Employer rate as established from time to time, for the use of **his/her** personal vehicle in the conduct of Employer business.

16. The Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary, in the sole discretion of Employer, for **his/her** continuation and full participation in national, regional, state and local associations and organizations desirable for Employee's continued professional participation, growth and advancement, and for the good of the Employer.

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17. **[OPTIONAL: The parties recognize that Employee shall devote (in addition to normal business hours) a great deal of additional time, outside such normal business hours, to the business of the Municipality/City/Borough/Township. Accordingly, Employee shall be permitted to take such reasonable compensatory time off as he/she shall deem appropriate during such normal business hours. The reasonableness and appropriateness of such compensatory time off is subject to review by the Council/Board. The Employee shall keep a record of compensatory time off taken under this section and shall make such record available to the Council/Board upon its request.]**

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

19. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained, shall be valid unless in writing and duly executed by the parties to be charged therewith. The parties agree that any and all agreements heretofore entered between them are hereby terminated, subject to the condition that neither party shall hereafter seek to enforce any claim or right arising under said agreement(s) or any claim or right arising from or otherwise related to, directly or indirectly, the matters giving rise to such agreement(s).

20. All provisions and covenants herein are severable, and in the event any of them shall be held to be invalid by a competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

21. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party hereto other than those contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

ATTEST:

MUNICIPALITY/
CITY/BOROUGH/TOWNSHIP
OF

_____

_____
Secretary

_____
Council/Board President

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WITNESS:

_____ _____

Employee

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