Employment Agreement

Between

County Board of Supervisors and County Engineer

This duplicate agreement is made by and between the (County Name) County Board of Supervisors, hereinafter referred to as the "Board" and (County Engineer's name), hereinafter referred to as "County Engineer".

In consideration of the mutual agreement hereinafter set out, it is agreed by and between the parties that:

1. The Engineer recognizes that the Board of Supervisors has delegated its administrative functions and responsibilities for policy implementation to its County Administrator, and as such, the County Engineer is to work with and through the County Administrator on all matters involving general administrative and Board policy matters. The Board of Supervisors recognizes that the Code of Iowa authorizes certain authorities, responsibilities and powers on the County Engineer as the department head of the Secondary Roads Department. Such authorities, responsibilities and powers shall not be decreased or impaired by the Board through its administrative or policy functions. The relationship between the County Administrator and the Engineer shall be one of mutual cooperation with the County Administrator being considered as supervisory in general matters. This relationship shall not conflict with the Engineer's duties, authorities and responsibilities to the Board as head of the Secondary Roads Department.
2. It is understood and agreed that good management and engineering are the most important factors in the success of the Secondary Roads Department. The Board is the responsible elected body charged with the overall responsibility of all county governmental functions, including the Secondary Roads Department, and that all Secondary Roads plans and programs are implemented through the County Engineer. The Engineer shall have the full control of all planning, engineering, construction and maintenance work of the Secondary Roads Department in order to accomplish his official duties. It shall be the full responsibility of the Engineer to fill vacancies within the department in accordance with Board personnel policies and administer disciplinary actions to the employees of the department as, in his opinion, are required.
3. The Board shall have the authority to employ and remove from employment, the County Engineer, for good and sufficient cause (See Section 18). Likewise, the Board or County Administrator shall have the responsibility of evaluating the performance of the County Engineer and shall perform said evaluation at least on an annual basis. The Board recognizes its responsibility for delegation of authority to the County Engineer, relative to the execution of policies, plans and programs. Commensurate authority for execution will be automatically granted unless expressly reserved to the Board or delegated through the County Administrator at the time of their action. The County Engineer shall be responsible for the economical and expeditious execution of the policies, plans and programs of the Secondary Roads Department.
4. The County Engineer shall be regarded as the manager of the Secondary Roads Department and will be expected to formulate recommendations in the areas requiring policy development and appropriate action by the Board.
5. The County Engineer will be expected to formulate and provide appropriate justification for all work plans and programs submitted to the Board.
6. The County Engineer will be expected to judiciously use all discretionary authority contained in the Code of Iowa, approved policies, plans and programs. Reports on the use of delegated authority concerning personnel administration and employee relations programs may be required at scheduled intervals and at other times as deemed necessary.
7. The Board recognizes that efficient management of the Secondary Roads System can exist only through mutual understanding and complete cooperation between the Board and the County Engineer. The County Engineer shall be expected to produce results and furnish the Board of Supervisors and/or County Administrator information in a manner which indicates that the Board's policies, plans and programs are being implemented and carried out. The County Engineer's performance cannot be the best unless he is given latitude to exercise his independent judgment and discretion which is necessary in connection with the performance of operating management functions and in carrying out all of the policies and programs of the Secondary Roads Department.
8. All complaints received by a Board member shall be relayed to the County Engineer or the designated representative. If relayed to a designated representative, such staff member or other supervisor shall notify the Board member and the County Engineer in writing of the action taken.
9. The County Engineer shall keep the Board and the County Administrator adequately informed on all procedures developed for the prompt handling of requests or complaints received by a Board member or other complaints received by the Board or other personnel.
10. The County Engineer shall be provided a climate of operation which will allow him to function in a management concept supportive of the principle that all inquiries or references related to the operations of his department shall be referred to his attention prior to any action being taken.
11. The County Engineer shall be furnished with a private office, automobile, staff, a general work force and such other facilities, equipment and services suitable to the position and adequate for the performance of duties. The County agrees to maintain membership in appropriate professional organizations beneficial to the County Engineer and Secondary Road functions.
12. The County Engineer is hereby authorized to incur reasonable expenses for and in the performance of his duties, including attendance at hearings, national, state and local conferences and seminars, and equipment exhibitions, in accordance with county policies, including reasonable and necessary expenses for lodging, meals, travel, and similar items. The County will provide for the reimbursement of all reasonable out-of-pocket expenses upon the presentation by the County Engineer of an itemized account of such expenditures in accordance with Board policy.
13. The County Engineer shall be provided vacation in accordance with prevailing county policy established for non-represented employees. However, during the first (number of years)years, the County Engineer will be provided with (number of weeks vacation) weeks of vacation per year.
14. Fringe Benefits.
15. The County Engineer shall have the privilege of and shall participate in any present or future pension, retirement, or other compensation or incentive plans, hospitalization plans, disability income plan, drug, dental, life insurance policy plan, and similar employee fringe benefit plans, on the same basis as other administrative employees, as adopted by the Board.
16. County Engineer will be provided initially with (Number of days) days of sick leave and will not accumulate any additional sick days until after (number of years) years of employment.
17. The County Engineer shall file a bond suitable to the Board in accordance with Iowa Code Section 309.18, and that all fees for the same shall be paid by the Board. It is further agreed that the Engineer shall be indemnified and held harmless for any and all actions taken against (county name) County, and the Board or the Engineer, due to the actions performed by the Engineer during the course of his official duties. The Board shall defend all such actions and pay all judgments rendered. The Board shall acquire insurance as necessary to accomplish the same or assume the full responsibility necessary to accomplish the same.
18. The County Engineer shall be entitled to annual cost of living salary adjustments in accordance with adopted policies of the Board of Supervisors for the non-represented employees beginning with the Engineer's midpoint salary of $(salary). The Engineer may request, and the Board may grant, additional positive salary adjustments throughout the life of this agreement.
19. Term:

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of County Engineer at any time, subject only to the provisions set forth in Section 19, paragraphs A and B, of this agreement.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Engineer to resign at any time from the position with Board, subject only to the provisions set forth in Section 19, paragraph C, of this agreement.

Employee agrees to remain in exclusive employment of Board for [# of years (1-3)] from the date of hire, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, writing, or military reserve service performed on employee's time off.

In the event written notice is not given by either party to this agreement to the other party 180 days prior to the termination date hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one year. Said agreement shall continue thereafter for a one year period unless either party hereto gives 180 days written notice to the other party that the party does not wish to extend this agreement for an additional one year term.

1. Suspension:

Board may suspend the County Engineer without pay and benefits, upon the finding of an indictment of the filing of any information charging said County Engineer with a felony or an illegal act involving personal gain. In the event said indictment or information is later set aside, or the County Engineer is acquitted, said County Engineer shall be reinstated, with back pay and benefits previously denied.

Board may suspend the County Engineer with full pay and benefits at any time during the term of this agreement, but only after a public hearing, and a majority of Board votes to suspend County Engineer for just cause provided, however, the County Engineer shall have given written notice setting forth any charges at least ten (10) days prior to such hearing by the Board members.

If mutually agreed upon by a majority of the Board and the County Engineer the above requirement for a public hearing may be waived.

1. Termination and Severance Pay:
2. In the event the County Engineer is terminated without good cause by the Board before expiration of the aforesaid term of employment and during such time that the County Engineer is willing and able to perform his duties under this agreement, then in that event the Board agrees to pay the County Engineer a lump sum cash payment equal to (# of months) months aggregated salary, and provide insurance for that same number of months.
3. In the event the County Engineer is convicted of any felony or illegal act involving personal gain (termination with good cause), the Board shall have no obligation to pay the aggregate severance sum designated in this paragraph A. Good cause herein defined as a conviction of any illegal act involving personal gain.
4. In the event the Board at any time during the term of this agreement reduces the salary or other financial benefits of the County Engineer in a greater percentage than an applicable across-the-board reduction for all non-represented employees of the Board, or in the event the County Engineer refuses, following written notice, to comply with any other provision benefiting the County Engineer herein, or the County Engineer resigns following a suggestion, whether formal or informal, by the Board that he resign, then, in that even, the County Engineer may, at his 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.

In the event the County Engineer voluntarily resigns before expiration of the aforesaid term of employment, then the County Engineer shall give the Board (# of months) month(s) notice in advance, unless the parties otherwise agree.

1. This agreement shall supersede all provisions of previous agreements and any such agreements presently existing shall become null and void.

Effective date of this agreement is (date).

(County Name) COUNTY BOARD OF SUPERVISORS

(Supervisor Name), Chairman

(County Engineer's Name), County Engineer