



VILLAGE MANAGER EMPLOYMENT AGREEMENT (BETWEEN THE VILLAGE OF HOMEWOOD AND NAPOLEON HANEY)

This Agreement is dated this January 25, 2022, between the Village of Homewood (“Village”) and **Napoleon Haney** (“Manager”).

IT IS HEREBY AGREED BETWEEN THE PARTIES as follows:

SECTION 1: Employment; Term.

The Village agrees to employ Napoleon Haney as its full-time Village Manager effective December 17, 2021, (the “effective date”) for a term ending May 15, 2025. Napoleon Haney accepts such appointment and agrees to perform all duties of Village Manager as prescribed by law, Ordinance, or direction of the Village corporate authorities, and in a manner consistent with the International City Manager Association (ICMA) Code of Ethics.

SECTION 2: Salary and Benefits.

The Village agrees to provide the Manager with salary and benefits as set forth herein-below:

A. **Salary.** Manager’s annual base salary shall be \$156,959.00 per year. The Village also will contribute \$100.00 per month to the Village’s ICMA 457 plan. If the Manager declines to participate in the Village’s group health insurance plan, he will receive an annual stipend of \$3,250.00, prorated monthly. Manager shall receive the same cost of living increase approved by the Village Board for other nonunion employees. Any merit-based salary increase shall be at the Village Board’s discretion.

B. **Insurance; Holidays; Other Benefits.** Except as provided for in this Agreement, the Manager will receive all holidays, health insurance, and similar benefits as provided to regular full-time nonunion employees of the Village, as those benefits may change from time to time. The Village also will provide the Manager with \$100,000 term life insurance coverage.

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C. **Vacation.** The Village shall perform a one-time credit to the Manager's vacation leave bank for twenty (20) days of vacation time at the execution of this agreement. Thereafter, the Manager shall receive his normal vacation allowance of twenty (20) days on his anniversary date ("effective date") consistent with the Village Personnel Manual. The Manager may carry over a maximum of twenty (20) days per year, for a maximum not to exceed forty (40) days.

D. **Sick Leave; FMLA Advancement.** The Village shall perform a one-time credit to the Manager's sick leave bank for ten (10) days of sick time at the execution of this agreement. Thereafter, the Manager shall accumulate sick leave at a rate of one (1) day per month. The Manager may accumulate a maximum of forty (40) days of sick leave. The Manager shall be entitled to FMLA benefits immediately upon his commencement of employment.

E. **Vehicle Allowance.** The Village agrees to pay to the Manager, in addition to other salary and benefits herein provided, \$500.00 per month as a vehicle allowance for business use of the Manager's personal vehicle.

F. **Professional Development.** Subject to budget limitations set by the Village Board, the Village will pay for or reimburse Manager for professional association dues and ordinary and reasonable expenses relating to Manager's attendance at local, state, and national meetings of professional associations such as the ICMA and the Illinois City/County Management Association. In conjunction with the annual budget-making process, Manager will advise the Village of those meetings he anticipates attending during the next fiscal year and the anticipated costs related thereto. The Village Board will thereafter approve such meeting requests, subject to budget limitations. The Village will pay Manager's dues to local, civic and fraternal organizations, as approved by the Village Board of Trustees.

G. **Liability Insurance and Indemnification.** The Village agrees to indemnify and protect Manager against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits when damages are sought against Manager for negligent or wrongful acts alleged to have been committed by him within the scope of his employment or under the direction of the Village.

H. **Outside Employment.** Manager shall engage in no outside employment activity, either as an independent contractor or as an employee, without the prior written consent of the Village Board.

SECTION 3: Performance Evaluations; Salary Reviews.

The Village agrees to provide Manager with a formal performance evaluation on or about the first week of April each year. Manager will notify the Village in writing of the requirements of this provision approximately 60-days before the evaluation is due. At each such evaluation, the Village will review and consider increasing Manager's base salary and modifying other provisions of this Agreement.

SECTION 4: Residency.

Manager shall be and remain a resident of the Village of Homewood.

SECTION 5: Termination of Employment.

A. Manager may voluntarily terminate this Agreement at any time upon thirty (30) days' written notice to the Village President and Board of Trustees. In such event, Manager shall not be entitled to severance pay.

B. The Village President and Board of Trustees may terminate this Agreement for just cause. For purposes of this Agreement, "just cause" includes any act, omission of duty, or conduct of the Manager of a serious nature, that brings substantial discredit or injury to the Village's

reputation; any willful or serious failure of the Manager to comply with the Village's laws and ordinances; and any material breach of this Agreement. The Manager's continuous absence from work due to illness or injury for six (6) consecutive months or more also shall constitute just cause. Before such termination, the Village will provide the Manager written notice of charges and a pre-termination hearing before the President and Board of Trustees no sooner than 10 days after the notice. At the hearing, the Manager may be represented by an attorney of his choosing and at the Manager's expense. The Village Board's decision following the hearing shall be final.

C. The Manager shall serve at the Village Board's pleasure. For purposes of this Agreement, a termination without cause shall occur when:

1. The corporate authorities vote to terminate Manager's employment without providing written notice and charges alleging "just cause" as defined in Section 5B above.
2. The corporate authorities decline to renew or extend the Manager's employment agreement at the termination of this Agreement.
3. If the Village or the Legislature amends any provisions of the municipal code and/or enabling legislation regarding the role, powers, duties, authority, or responsibilities of Manager's position that substantially changes the Village's form of government, the Manager may declare such action a termination without cause.
4. If the Village reduces the Manager's base salary, compensation, or any other financial benefit, at a rate higher than the average reduction in compensation of all department heads, the Manager may declare such action by the Village a termination without cause.

SECTION 6: Severance.

If the Manager's employment is terminated without cause, the Manager shall be entitled to:

- A. Six (6) months of Manager's annual base salary;
- B. Payment for up to forty (40) days of unused sick leave, if a similar benefit is offered to retiring Village employees at that time;
- C. Payment for all accrued vacation days;
- D. The Manager shall be eligible to continue existing health and life insurance coverage for up to 18 months after termination at the same rate existing in the termination date;
- E. No auto allowance or deferred compensation contributions will be paid after the termination date.

SECTION 7: Modification.

The parties may modify this Agreement from time to time in writing through the execution of a separate agreement or through the execution of a rider or other amendatory document.

SECTION 8: Notices; Severability; Interpretation.

A. Notices contemplated by this Agreement shall be in writing, and either personally delivered or sent through a nationally recognized private carrier (FedEx, UPS). In the case of Manager, notices shall be delivered/sent to his residential address. In the case of the Village, notices shall be delivered/sent to the Village President at Village, with a copy to the village attorney, at his office address.

B. If any portion of this Agreement is held invalid for any reason by any court of competent jurisdiction, such findings shall not affect the validity of the remaining portions of this Agreement.



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C. This is the complete agreement between the parties and shall be interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, we have set our hands and seals on the date first written above.

VILLAGE OF HOMEWOOD

By: _____
Richard A. Hofeld, Village President

With: _____
Napoleon Haney, Village Manager

*Approved by the Village of Homewood Board of Trustees
at its January 25, 2022 Regular Meeting.*