

**AN EMPLOYMENT AGREEMENT
BETWEEN THE
TOWN OF LONGMEADOW
AND ITS
TOWN MANAGER**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, is made and entered into to be effective the first day of March 2005, by and between the **Town of Longmeadow** (the "Town"), a Massachusetts municipal corporation, acting by and through its **Select Board** (the "Board"), and Roberta Crosbie, its **Town Manager** (the "Town Manager"),

WITNESSETH:

WHEREAS, the Town desires to employ the services of Roberta Crosbie as Town Manager of the Town of Longmeadow;

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws may contract with the Town Manager for such services;

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment and set the salary of said Town manager; and

WHEREAS, Roberta Crosbie is willing to undertake and perform the duties of Town Manager of said Town;

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

SECTION 1. EMPLOYMENT:

The Board hereby employs Roberta Crosbie, and Roberta Crosbie hereby accepts employment as the Town Manager of the Town of Longmeadow. The length of this contract shall be from the date of this Agreement until June 30, 2012.

SECTION 2. DUTIES:

The Town Manager shall perform all duties and functions as specified in the Massachusetts General Laws, rules and regulations of the Commonwealth, The Town Charter, the By-laws, rules and regulations of the Town of Longmeadow, the Town Manager Job Description, and such other duties and functions as the Board shall from time to time legally assign to her.

SECTION 3. HOURS OF WORK:

The work week shall consist of normal business hours and other hours during which the Town Manager will be required to attend meetings of the Board, or such other meetings as the Board

shall require, as required or necessitated for the proper performance of her duties and responsibilities, subject to all other provisions of this Agreement.

It is recognized that the Town Manager must devote a significant amount of time outside of normal business hours to the business of the Town, and to that end the Town Manager will be allowed to take such compensatory time off as is reasonable during said normal business hours, provided that the business of the Town is not adversely affected by the taking of said compensatory time and that she will comply with Board-adopted policy as to such scheduling flexibility or compensatory time. Over the course of a year, the normal work week for the Town Manager should range between forty and fifty hours.

If the Town Manager will be absent from the office for a full day for any reason, she shall notify the Chair Person of the Board or, in his/her absence, another member of the Board.

SECTION 4. TERM:

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of the Town Manager at any time, subject to the provisions set forth in Sections 5 and 6 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Manager to retire and/or resign at any time from her position with the Town, subject to the provisions set forth in Section 6, Paragraphs A and B of this Agreement. In the event the Town Manager voluntarily terminates her position with the Town before the expiration of the term of this Agreement, the Town Manager shall give a minimum of thirty (30) days notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

C. The Town Manager agrees to remain in the employ of the Town and neither to accept other employment, nor to become employed by any other employer until the termination date hereof unless said termination is effected as otherwise provided in the Agreement. The Town Manager shall not engage in any other business unless such action is approved in advance in writing by the Board as long as said business does not constitute a conflict under the terms of Chapter 268A of the General Laws of Massachusetts (the "Conflict of Interest Law"). The Town Manager further agrees that she will inform the Board as to any outside business venture, directorship, or other public activity in which she engages.

SECTION 5. SUSPENSION:

The Board may, by written notice, suspend the Town Manager with full pay and benefits at any time during the term of this Agreement for just cause. In accord with Section 5-5 of the Town Charter, if a majority of the full Board and the Town Manager agree, no public hearing will be necessary. The Town Manager may appeal the suspension to the Board if a majority of the full Board and the Town Manager do not agree. The Town Manager shall be entitled to a public hearing, if she so requests, of such suspension. After the hearing, the Board, by a majority vote of the Board, shall determine whether the Town Manager was suspended for just cause. If the Board finds just cause, the suspension shall be sustained.

Nothing in this Section is intended to require any suspension, paid or unpaid, as a required disciplinary or pre-termination measure. In any situation not covered by Chapter 268A, Section 25 of the General Laws where the Town Manager is charged with felony, the Board may, after providing her with a public hearing, place her on unpaid suspension pending disposition of any criminal charges or any investigation being conducted by federal, state or local authorities into her conduct. The Board and the Town shall not thereafter be liable for any obligation of wage payments during such suspension period unless the Board action is properly found to have an arbitrary, capricious and lacking of any reasoned basis.

For the purpose of suspension, termination of employment or removal from office, the definition of just cause includes but is not limited to the following:

1. Inefficiency, incapacity, conduct unbecoming, or insubordination, as opposed to mere personality difference, for example.
2. Malfeasance – defined as a wrongdoing or misconduct by a public official in the line of work, or the commission of an act that is positively unlawful.
3. Misfeasance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
4. Nonfeasance – defined as the failure to do what the Board requires to be done, as long as it is not illegal and does not constitute a conflict of interest.

The Board recognizes that it is difficult to be fully informed on all issues all the time. However, it is expected that the Town Manager will try to accomplish this to the best of her ability.

SECTION 6. TERMINATION:

This Agreement may be terminated upon the occurrence of any of the following:

- A. Whenever the Board and the Town Manager mutually agree to the termination in writing.
- B. The retirement and/or resignation of the Town Manager. If the Town Manager decides to resign or retire, she will not receive any severance pay.
- C. The Board shall have the right to terminate the employment of and remove the Town Manager from office in accord with Section 5-5 of the Town Charter.

In the event of any termination under this Section 6C, the Town agrees to continue the salary of the Town Manager and the health/life insurance premium contributions, after her removal from the job, for a period equal to six months, or two weeks for each year of service, whichever is greater, except where the removal is for malfeasance.

The Town Manager shall be entitled to compensation for 100% accumulated vacation and personal days upon any removal, except one for malfeasance.

D. Any severance pay due under this Agreement shall survive any termination of this Agreement.

SECTION 7. COMPENSATION:

- A. From the date of this Agreement through June 30, 2010, the Town Manager's salary shall be \$99,031.00 per year.
- B. In each subsequent year of the Agreement, additional merit increases or other compensation may be awarded in a sum, the determination of which is solely at the discretion of the Board. The salary of the Town Manager shall not be reduced during the life of this Agreement.
- C. If the Town Manager continues in office after the expiration of this Agreement, and there is no successor agreement, she shall continue to receive the salary under this subsection until such time as her salary shall be otherwise provided for by the Town. This subsection shall survive the termination of the Agreement.

SECTION 8. EVALUATION:

In advance of each fiscal year, the Board shall review and evaluate the performance of the Town Manager. This review and evaluation shall be in accordance with specific criteria developed by the Board and the Town Manager. Before the Board's evaluation is reduced to writing and made part of her personnel records, such evaluation will be discussed with the Town Manager. Evaluation criteria may be added to or deleted from as the Board may from time to time determine, in consultation with the Town Manager.

Each year the Board and the Town Manager shall develop such goals and performance objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town.

In effecting the provisions of this Section, the Board and the Town Manager mutually agree to abide by the provisions of applicable law.

SECTION 9. HEALTH AND LIFE AND DISABILITY INSURANCE:

The Board shall provide the Town Manager health insurance and life insurance as provided to other Town employees. The Town shall reimburse the Town Manager up to \$2,000 per year for disability insurance.

If different policies are available within the Town, it is the intent of this provision that the Town Manager has the health and life insurance generally made available to department heads reporting to the Board.

SECTION 10. VACATION:

The Town Manager will be entitled to twenty (20) days of vacation with pay during each twelve (12) months of employment, to be credited to the Town Manager upon the first day of employment by the Town, and each annual anniversary date of such date thereafter. Vacation leave shall be scheduled by the Town Manager with the approval of the Board, so as not to conflict with the needs of the Town. There shall be up to five (5) days of carry-over vacation allowed from one year to the next.

SECTION 11. SICK LEAVE:

The Town Manager shall be entitled to twelve (12) days of sick leave per year, to be credited to her upon the first day of employment by the Town. During her employment, sick leave shall accrue at the rate of one day per month to a maximum accumulation of 150 days.

SECTION 12. PERSONAL LEAVE:

The Town Manager shall be allowed three (3) personal days per year, to be credited to her upon the first day of employment by the Town and each annual anniversary date of such thereafter. There shall be no carry-over of personal leave.

SECTION 13. HOLIDAYS:

The Town Manager shall be entitled to the following holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, in addition to any other holidays provided generally to Town Hall employees.

SECTION 14. INDEMNIFICATION:

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Town Manager 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 the Town Manager duties, even if said claim has been made following her termination from employment provided that the Town Manager acted within the scope of her duties. The Town may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This section shall survive the termination of the Agreement and inure to the benefit of the heirs of the Town Manager.

SECTION 15. OTHER BENEFITS:

Subject to this Agreement, all other provisions of the Town's By-laws and policies relating to general employee benefits, as they now exist or hereafter may be amended, shall also apply to the Town Manager as they would to other Town Hall employees of the Town, including the jury duty benefit, in addition to the benefits enumerated specifically herein for the benefit of the Town Manager.

SECTION 16. PROFESSIONAL DEVELOPMENT:

The Board recognizes and encourages the Town Manager to join professional organizations that are typically affiliated with municipal government. The Town agrees to pay up to \$2,500 per year for the travel and subsistence expenses of the Town Manager for short courses, programs and seminars within Massachusetts or outside that are necessary for her professional development and for the good of the Town, subject to the prior approval of the Board.

SECTION 17. DUES AND SUBSCRIPTIONS:

The Town agrees to budget and pay for the professional dues and subscriptions of the Town Manager necessary for her membership in the following professional organizations: International City Management Association, Massachusetts Municipal Managers Association, and any other organizations deemed by the Board as necessary and desirable.

SECTION 18. GENERAL EXPENSES:

The Town Manager shall be reimbursed for any necessary and reasonable expenses incurred in the performance of her duties, or as an official representative of the Town, including attendance by her at civic events, subject to the availability of funds.

SECTION 19. AUTOMOBILE:

The Town shall pay the Town Manager a monthly car allowance of \$200 for her use of her personal vehicle in the course of her duties.

SECTION 20. MOVING EXPENSES:

The Town Manager shall be reimbursed up to \$1,000 for moving expenses if she establishes residency in the Town of Longmeadow during the term of this Agreement.

SECTION 21. DEFERRED COMPENSATION:

The Town shall contribute the sum of \$2,500 to a Town-approved tax-deferral plan of the Town Manager's choosing, in monthly or bi-weekly installments, whichever is most easily administered in the payroll system.

SECTION 22. NOTICES:

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to her last known residence, in the case of the Town Manager, or to the Chair Person of the Board, in the case of the Town.

SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The Town Manager agrees that any and all claims arising out of a suspension, an involuntary transfer to a lower paid position, or termination of employment, other than a claim for unemployment or workers compensation benefits, shall be submitted for final and binding resolution to arbitration under the rules of the American Arbitration Association. The arbitration fees and the fees of the Arbitrator shall be paid by the Town, and the Arbitrator shall have all of the authority that a court would have if reviewing the same issues. Appeals under the Massachusetts Arbitration Act may be taken. Both parties, in consideration of the Agreement, waive any and all rights to litigate these matters in any other forum or under any other statutory authority, and to submit any and all such issues to arbitrations as provided herein.

Subject to this Agreement, all provisions of law of the Town or the Commonwealth of Massachusetts related to vacation, sick leave, retirement, health insurance and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Town Manager as they apply to other employees of the Town, except as otherwise provided in this Agreement.

SECTION 24. NON-RENEWAL:

If the Board fails to give written notice of non-renewal of this agreement, or gives it within the final six months of the Agreement, the employment of the Town Manager shall terminate at the end of this Agreement, and the Town Manager shall be entitled to the severance payments set forth in the final paragraph of Article 6C, from the date of termination till the conclusion of six months from the notice date, or the termination date, whichever is earlier.

SECTION 25. GENERAL PROVISIONS:

- A. This Agreement shall become effective upon signing by both parties.
- B. This Agreement may be amended in writing at any time by mutual consent of the parties.
- C. For the purposes of the Fair Labor Standards Act, the Town Manager shall be deemed an exempt employee.
- D. In the event any of the provisions of this Agreement shall be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect.
- E. This contract shall prevail over any conflicting provisions of any personnel manual, rule, or regulation, but not of the Town Charter.

F. Any and all payments due to the Town Manager under this Agreement shall be payable to her estate in the event of her death.

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the Board fails to give written notice of no renewal of the agreement for a period of six months of the Agreement, the employment of the Town Manager shall terminate at the expiration of the Agreement, and the Town Manager shall be entitled to the severance payment provided in the final paragraph of Article 6C, from the date of termination till the conclusion of the notice period of the termination, whichever is earlier.

IN WITNESS WHEREOF, the Town of Longmeadow, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Select Board and the Town Manager has signed and executed this Agreement, both in duplicate, the day and year noted below.

TOWN MANAGER:

Robin Crosbie Date: 3-25-09

TOWN OF LONGMEADOW Acting by and through its Select Board:

Chair Person [Signature] Date: 3/25/09

Member Brian M. Aske Date: 4/1/09

Member [Signature] Date: 3/25/09

Member Kathleen E. Gady Date: 3/25/09

Member _____ Date: _____