



TOWN OF MANSFIELD

TOWN MANAGER EMPLOYMENT AGREEMENT 2018

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**TOWN MANAGER EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF MANSFIELD, CONNECTICUT
AND
DERRIK M. KENNEDY**

Introduction

This Agreement, made and entered into this 24th day of May 2018, by and between the Town of Mansfield a municipal corporation having its territorial limits within the County of Tolland and State of Connecticut, (hereinafter called "Employer") and Derrik M. Kennedy, (hereinafter called "Employee") a professional in public management who, as a member of the International City/County Management Association, is subject to said association's Code of Ethics, both of whom agree as follows:

Section 1: Term

Subject to Article V, Section C501 of the Charter of the Town of Mansfield and Section 9 of this Agreement, the term of this Agreement shall be for an initial period from May 14, 2018 until June 30, 2021. Thereafter, this Agreement shall automatically be renewed on June 30, 2021 for a term of three (3) years unless notice that the Agreement shall terminate is given by one or both of the parties at least three (3) months before the expiration date. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until a new agreement is reached or Employee is terminated pursuant to Section 9 or resigns pursuant to Section 11 of this Agreement.

Section 2: Duties and Authority

Employer agrees to employ Employee as Town Manager to perform the functions and duties of such position specified in the Charter and Ordinances of the Town of Mansfield and the Statutes of the State of Connecticut and to perform other legally permissible duties and functions delegated by its Town Council, and Employee agrees to accept such responsibility.

Section 3: Base Salary

Employer agrees to pay Employee an annual base salary of one hundred forty eight thousand dollars (\$148,000.00) in installments at the same frequency that other management employees of the Employer are paid. Employer shall annually give consideration to an increase in Employee's compensation based on performance, pursuant to Section 12 hereof.

Section 4: Health, Disability and Life Insurance Benefits

A. Medical Benefits. Employer agrees to furnish comprehensive medical benefits for Employee and his dependents equal to those which are provided to all other non-bargaining unit employees of the Town of Mansfield and to indemnify the cost thereof in the form of insurance premiums or otherwise in the same proportionate share as Employer pays for the other non-bargaining unit employees of the Town of Mansfield.

B. Dental Benefits. Employer agrees to furnish dental care benefits for Employee and his dependents equal to those which are provided to all other non-bargaining unit employees of the Town of Mansfield and to indemnify the cost thereof in the form of insurance premiums or otherwise in the same proportionate share as Employer pays for the other non-bargaining unit employees of the Town of Mansfield.

C. Long Term Disability Insurance. Employer agrees to furnish and to make required premium payments for long term disability insurance coverage for Employee that has the same terms and conditions as apply to other non-bargaining unit employees of the Town of Mansfield.

D. Short Term Disability Insurance. Employer agrees to furnish and to make required premium payments for short term disability insurance coverage for Employee that has the same terms and conditions as apply to other non-bargaining unit employees of the Town of Mansfield, provided Employee shall be entitled to receive thereunder the full-amount of his current net salary, otherwise Employer shall pay any difference between the principal amount of insurance and Employee's current net salary.

E. Life/AD&D Insurance. Employer shall pay the amount of premiums for term life/accidental death and dismemberment insurance in the amount of two (2) times Employee's annual base salary, including all increases in the base salary during the life of this Agreement. Employee shall name the beneficiary of such insurance.

Section 5: Leave

A. Vacation Leave. Employee shall be entitled to four weeks (20 work days) of vacation time per year. In the event that Employee does not use all the vacation time for which he has been credited in a given year, he may accrue the unused vacation time of that year up to a total accrual not to exceed thirty (30) days of vacation time earned during all years of his employment as Town Manager. At the time of his separation or retirement from service with the Town of Mansfield, Employee will be entitled to compensation for the balance of his accrued, unused vacation time at the pro-rata of his salary then in effect. Employee shall have the option of taking such compensation as: 1) a cash payment; or 2) separation leave. In the event of Employee's death, Employer will pay Employee's estate the amount of compensation for accrued, un-used vacation time to which Employee would have been entitled as if he had separated or retired as previously stated.

B. Sick Leave. Employee shall accrue sick leave on an annual basis at the highest rate provided to other non-bargaining unit employees. Policies regarding limitations on the use and accrual of sick leave that apply to non-bargaining unit employees of the Town of Mansfield shall apply to Employee.

C. Military Reserve Leave. Employee shall be entitled to military reserve leave time pursuant to state law and Town of Mansfield policy.

D. Holiday Leave. Employee shall be entitled to the same holidays as other non-bargaining unit employees of the Town of Mansfield which, at the execution of this Agreement, are thirteen (13) days per annum.

E. Personal Leave. Employee shall be entitled to the same personal leave as other non-bargaining unit employees of the Town of Mansfield which, at the execution of this Agreement, is three (3) days per annum. The eligibility and conditions that apply to personal leave for non-bargaining unit employees shall apply to that of Employee.

Section 6: Automobile Allowance:

Employee's duties require extensive use of an automobile. Employee is responsible for providing a personal vehicle that he may use for Town of Mansfield business when necessary. Employee is responsible for purchasing liability, property, and comprehensive insurance for his vehicle. Effective May 14, 2018, Employer agrees to compensate Employee for all expenses related to the use of his vehicle for business performed on behalf of Employer. In addition to his Base Salary, Employee shall be paid a sum of five thousand (\$5,000.00) dollars per year in equal monthly installments as a vehicle allowance to reimburse Employee for the cost of operation, maintenance and insurance for said vehicle. Employee shall be eligible for reimbursement of other travel related costs (tolls, parking, etc.) related to the use of his personal vehicle for business performed for Employer.

Section 7: Retirement

A. Retirement Eligibility. Employee shall be eligible for retirement under the terms that apply to other non-bargaining unit employees of the Town of Mansfield in effect at the time Employee applies for such retirement.

B. MERS. Employer agrees to enroll Employee in the State of Connecticut Municipal Employees Retirement System (MERS) and to make all appropriate contributions required by the State of Connecticut, provided Employee shall contribute to Employer through payroll deductions two and one-quarter percent (2.25%) of his base salary, or such amount required by state law in the event the employee contribution is changed, to defray the cost of MERS charges to Employer.

C. Post-Retirement Health Care and Life Insurance. Upon retirement, Employee will be entitled to enrollment in and be a beneficiary of Employer's benefit plans that provide

post-retirement medical, dental and life insurance coverage for Employer's non-bargaining unit employees and their dependents. Employee will make contributions to such plans at the rate or in the amount that, from time to time, are set for all other non-bargaining unit employees of the Town of Mansfield. In the event Employee predeceases his spouse after he has attained retirement, Employee's spouse shall be entitled to succeed him as an enrolled beneficiary of Employer's medical, dental and life insurance plans provided she makes premium contributions commensurate with current rates or amounts in effect for non-bargaining unit employees of the Town of Mansfield.

Section 8: Professional Support

A. Dues and Subscriptions. Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional and state associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer.

B. Professional and Official Travel. Employer agrees to budget for and to pay for transportation, registration and subsistence expenses of Employee for professional and official travel, meetings, conferences 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, meetings of the Connecticut Conference of Municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee may serve as a member.

C. Continuing Education. Employer also agrees to budget for and to pay for registration, tuition, travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional knowledge and development and for the good of the Employer.

D. Local Organizations. Employer shall pay for the reasonable membership fees and/or dues to enable Employee to be a member in such local civic organizations as Employer shall determine that membership by Employee is of value to the Town of Mansfield.

Section 9: Termination

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

- 1) The Town Council votes to remove Employee in the manner set forth in Article V, Section 501B of the Charter of the Town of Mansfield.
- 2) If, pursuant to Chapter 99 of the Connecticut General Statutes, as amended, any provision of the Charter of the Town of Mansfield is revised to diminish the role, powers, duties, authority, or responsibilities of Employee's position to the extent that the form of government of the Town of Mansfield is substantially changed, Employee shall have the right to declare that any such amendment constitutes termination.

- 3) In the absence of stringent fiscal conditions which force Employer to reduce the compensation of all non-bargaining unit employees on average by a like percentage, a reduction in the base salary, compensation or any other financial benefit of Employee shall constitute a breach of this Agreement and Employee will have a right to declare a termination.
- 4) If Employee resigns following a proposal to accept resignation, whether formal or informal, by Employer as representative of the majority of the Town Council desiring Employee to resign, then Employee will have a right to declare a termination as of the date of the suggestion.

Section 10: Severance

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

- 1) Employer shall provide a minimum severance payment equal to six (6) months of salary at then current rate of pay if Employee is terminated during the first year of this Agreement. For each year of service thereafter, the severance payment shall be increased by one (1) month for each year of additional service to a maximum of twelve (12) months of salary at the then current rate of pay. Severance shall be paid in a lump sum unless otherwise mutually agreed by Employer and Employee.
- 2) Employee shall also be compensated for all accrued leave as defined in Section 5 of this Agreement.
- 3) Employer shall continue to pay the Employer's share of the cost to continue the following benefits , for the period equal to the severance period as set forth above or Employee's employment with a different employer with substantially similar health and dental insurance plans, whichever comes first:
 - a) Medical Benefits for the employee and his dependents as provided in Section 4A.
 - b) Dental Benefits for the employee and his dependents as provided in Section 4B.
 - c) Long Term Disability Insurance as provided in Section 4C.
 - d) Short Term Disability Insurance as provided in Section 4D.
 - e) Life/AD&D Insurance as provided in Section 4E
 - f) Out placement services, should the employee desire them, in an amount not to exceed ten thousand dollars (\$10,000).

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

Section 11: Resignation

In the event that Employee voluntarily resigns his position with Employer, Employee shall provide a minimum of thirty (30) days' notice unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall review the performance of Employee six months after the commencement of Employee's service to the Town and then on an annual basis thereafter subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by Employer and Employee. Employer's evaluation process shall, at a minimum, include: 1) preparation of a preliminary evaluation, 2) meeting with Employee to discuss the evaluation, and 3) presentation to Employee of a written summary of the evaluation results within thirty (30) days of the evaluation meeting.

Section 13: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14: Outside Employment

The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may elect to accept, subject to the approval of Employer, limited teaching or consulting opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities as Town Manager per Article V, Section 501A of the Charter of the Town of Mansfield.

Section 15: Indemnification

Beyond what is required by the laws of the State of Connecticut, Employer shall defend, save harmless and indemnify Employee 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 Employee's duties as Town 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. Employee may request and Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal

action including any appeals brought by either party even if Employee's service to Employer has, in the meantime, ended.

Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by 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 duties. Settlement of any claim must receive prior approval of Employer in order for indemnification, as provided in this Section, to be available. Employer shall have the right to enter into a compromise settlement of any claim or suit unless such settlement may tend to jeopardize the professional reputation of Employee in which event Employee may have veto authority over the settlement.

Section 16: Bonding

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

Section 17: Other Terms and Conditions of Employment

(A) Upon mutual agreement of Employer and Employee, other terms and conditions of employment relating to the performance of the Employee may be set by Employer from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the Town of Mansfield or the laws of the State of Connecticut or the United States.

(B) Residence

Employee agrees to become a resident of the Town of Mansfield within nine (9) months of the start of his employment, and thereafter to reside in the Town while employed as Town Manager.

The Town shall provide the Employee a one-time reimbursement payment of up to five thousand dollars (\$5,000) to assist in the relocation of Employees primary residence to Mansfield upon the presentation of appropriate documentation of said costs.

Section 18: Notices

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

- (1) EMPLOYER: Mayor, Town of Mansfield, Audrey P. Beck Municipal Building, 4 South Eagleville Road, Mansfield, CT 06268

(2) EMPLOYEE: Derrik M. Kennedy, c/o Town of Mansfield, Audrey P. Beck
Municipal Building, 4 South Eagleville Road, Mansfield, CT 06268

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. 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 19: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties 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 Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

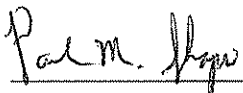
C. Effective Date. This Agreement shall become effective on May 14, 2018.

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 parties subsequent to the expunging or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties hereto have set their signatures this 24th day of May __, 2018.

TOWN OF MANSFIELD, EMPLOYER

DERRIK M. KENNEDY, EMPLOYEE



By: Paul M. Shapiro
Its Mayor, Duly Authorized



Derrik M. Kennedy