

April 24, 2018

Mr. Lee Krohn
1007 Dorset Street
South Burlington, VT 05403

Re: Interim Town Manager Employment Agreement – April 23, 2018 through
August 31, 2018
Town of Shelburne, Vermont

Dear Lee:

On behalf of the Town of Shelburne (Town), the Town Selectboard presents this Employment Agreement (Agreement) for your employment as Interim Town Manager. The specific terms of this Agreement are as follows:

1. This Agreement is for a set term, beginning as of April 23, 2018 and concluding August 31, 2018. The Town shall have the right to extend this Agreement two consecutive times, each time for one month, upon written notice to you. Your duties as Interim Town Manager are generally set forth in 24 V.S.A §§ 1235-38 and the Town Charter, in particular Subchapter 7 thereof.

2. Your annualized salary during the term of this Agreement will be \$93,000, subject to all applicable federal and State deductions.

3. The Town will provide you with a transportation allowance of \$1,250 during the term of this Agreement year, disbursed in four equal installments of \$312.50 at the end of each month of the term of this Agreement.

4. The Town will provide you with a professional development allowance of \$1,500 during the term of this Agreement, to be used at your discretion for professional development activities such as conferences and educational trainings.

5. You will be expected to budget for, and the Town will reimburse you for, a *pro rata* portion of the following expenses reasonably incurred in connection with performance of your duties as necessary and desirable for the good of the Town:

- a. Professional dues and subscriptions necessary for continuation and full participation in national, regional, state, and local associations and organizations (on a *pro rata* basis);
- b. Expenses of professional and official travel;
- c. Membership fees and/or dues in local civic clubs or organizations (on a *pro rata* basis); and
- d. The Town will pay your reasonable monthly mobile telephone and data plan, understanding that you will be using your mobile device to execute your duties under this Agreement.

6. You are eligible to participate in the health insurance coverage benefits available to qualifying Town employees as described in the Town's Personnel Policy, on the same terms as those benefits are provided to full-time employees. Alternatively, should you choose to purchase health insurance through Vermont Health Connect, or on the private health insurance market, the Town will pay the full cost of a single person MVP or Blue Cross Blue Shield Platinum Plan, if enrollment is presently available. You must demonstrate actual charges to obtain reimbursement or direct payment.

7. You are eligible to participate in the dental insurance coverage benefits offered to full-time Town employees as described in the Town's Personnel Policy, on the same terms and conditions as offered to those employees.

8. Given your interim status, due to provider rules, you are not eligible to participate in the long-term disability insurance coverage benefits offered to full-time Town employees; similarly, you are not eligible for life insurance coverage with the Town's provider. Should you wish to procure long-term disability insurance, the Town will pay you a stipend of up to \$100 per month, subject to review and approval of actual invoices. Should you wish to procure life insurance, the Town will pay you a stipend of up to \$100 per month, subject to review and approval of actual invoices.

9. You shall be enrolled in the retirement plan provided to all full-time Town employees, namely the Vermont Municipal Employees Retirement System (VMERS). The Town will pay both the entire employer and employee statutory VMERS contributions into VMERS Group B pursuant to this Agreement. The terms and conditions for enrollment in VMERS are set forth in Title 24, Chapter 125, of the Vermont Statutes Annotated, as amended from time to time.

10. You will also be eligible to participate, should you so elect, in the International City/County Management Association Deferred Compensation Plan, subject to that Plan's enrollment rules. Details of these programs are available in the Town Manager's Office or at the Office of the Town Clerk.

11. You understand that the nature of your appointment as Interim Town Manager is temporary and probationary, and that you are not entitled to the protections afforded by 24 V.S.A. § 1233 or Shelburne Charter § 7.4. You agree that the Town of Shelburne is authorized to terminate your employment as Interim Town Manager upon a majority vote of the Shelburne Selectboard, for any reason, or for no reason, and that the Town shall pay you one month of your annualized salary upon any such termination prior to the expiration of this Agreement, with no other compensation due. Should this Agreement conclude without any agreement to extend it or enter into a new agreement, you understand that the conclusion of this Agreement will not constitute a termination under Vermont law, or under the law of any other jurisdiction.

12. The Town acknowledges that you are a professional photographer, and also that you serve the Town as a volunteer firefighter. You are authorized and encouraged to continue with both of these endeavors, in your discretion, though the Town expects you will prioritize your work as Interim Town Manager above any other professional obligation. You will not accept any stipend or other monetary consideration in connection with your service as a volunteer firefighter during the term of this Agreement. You will not undertake any professional photography during the working hours you are expected to serve as Interim Town Manager. You are authorized to go on fire calls during hours you are working as Interim Town Manager, though you are expected to prioritize your work as Interim Town Manager as necessary.

13. You will be entitled to one and one-half weeks (7.5 days) of vacation for the term of this Agreement, which shall accrue at the rate of 1.875 days per month. The Town understands and agrees that you have already committed to a two-week vacation during the month of June, and hereby authorizes you to take that vacation. In taking that vacation, you will be using more vacation time than you will have accrued; the Town hereby commits to “loan” you vacation days such that you will have a deficit of days after taking your vacation. You will accrue days during the remainder of the term of this Agreement, which will bring your accrued vacation days back to a “zero” or positive balance. If you require more days off for your planned vacation than you will accrue during the course of this Agreement, you are entitled to take those days off on an unpaid basis. You will not be compensated for any unused vacation days at the conclusion of this Agreement. Prior approval by the Selectboard of any single vacation, including holidays, which is greater than two consecutive weeks shall be required thirty days in advance of the start of that vacation, unless personal circumstances make advance notice of such plans impossible, in which case the Interim Town Manager will make every effort to give timely notice.

14. Dutiful performance of the responsibilities of Interim Town Manager routinely requires work beyond what can be accomplished within a conventional eight-hour workday or forty-hour workweek. Also, attendance at night meetings is an expected and required component of the Interim Town Manager’s responsibilities, though attendance may, on limited occasions, be excused for significant cause, such as observance of religious holidays. The salary and other benefits provided in this Agreement constitute the full monetary compensation to be paid by the Town for your performance of your duties. It is expressly understood that additional compensation in the form of compensatory time will not be provided to you. You are FLSA-exempt and shall not be compensated by the Town for any unused vacation time or for hours worked in excess of forty hours per week.

15. The Selectboard has adopted, and from time to time amends, its Personnel Policy for its employees (a copy of the current Personnel Policy is attached hereto). As an employee, you will be subject to and have the benefits of such Town Personnel Policy, except where those Personnel Policy conflict with or are inconsistent with the terms set forth in this Agreement or the Town Charter (as the latter may be amended from time to time), or with other applicable controlling Vermont law. In the event of a conflict between the provisions of the Personnel Policy and this Agreement or the

provisions of Subchapter 7 of the Town Charter, the terms set forth in this Agreement shall govern.

16. In the event you voluntarily resign your position as Interim Town Manager, you shall give the Town no less than sixty days' notice, unless the parties otherwise agree to a shorter notice period. At the Town's option, you may be relieved of all duties and end your employment on the day that you provide notice of your voluntary resignation to the Selectboard, in which case the Town shall provide you with continuation of salary and benefits for the remainder of the sixty-day notice period, or for the remainder of a shorter notice period if one was agreed to by the parties.

17. The Selectboard and Interim Town Manager agree to act in good faith during the term of the Agreement and any differences that arise between them shall be worked out at the lowest level possible. In the event of a disagreement regarding the terms of this Agreement, which cannot be worked out informally, the Selectboard and Interim Town Manager agree to mediation prior to seeking any judicial remedy. Any such mediation shall be conducted in the Town of Shelburne by a neutral mediator of the Town's choosing. Following mediation, any action concerning the parties' employment relationship shall be filed in the Vermont Superior Court, Chittenden Unit, Civil Division, and any dispute shall be governed by and construed in accordance with the laws of the State of Vermont.

18. No modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

19. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event 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 expungement or judicial modification of the invalid provision.

20. Except as is otherwise expressly set forth herein, this Agreement is entered into solely between, and may be enforced only by the Parties and their successors and permitted assigns, and this Agreement shall not be deemed to create any third-party rights.

21. This Agreement shall be considered binding upon Motion by the Selectboard at a duly warned meeting, signatures of a quorum of Selectboard members at the time of the motion, and signature of the Interim Town Manager.

22. Nothing in this Agreement alters your eligibility to apply for the full-time Town Manager position as the Town enters the advertisement and application process.

Please confirm your acceptance of this Agreement by signing below.

SIGNATURES ON FOLLOWING PAGE

Very truly yours,

_____/s/_____
Jerry Storey, Selectboard Chair

Jaimesen Heins, Selectboard Vice Chair

_____/s/_____
Colleen Parker, Selectboard Member

_____/s/_____
Mary Kehoe, Selectboard Member

Josh Dein, Selectboard Member

ADDITIONAL SIGNATURE ON FOLLOWING PAGE

Agreed to and Accepted this __24__ day of April, 2018.

_____/s/_____
Lee Krohn