

January 26, 2021

Lee A. Krohn
501 Ten Stones Circle
Charlotte, VT 05445

Re: Town Manager Employment Agreement – December 1, 2020 through
November 30, 2023
Town of Shelburne, Vermont

Dear Lee:

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

1. This Agreement is for a three-year term, beginning December 1, 2020 and concluding November 30, 2023, and supersedes any prior agreements. Your duties as Town Manager are generally set forth in 24 V.S.A §§ 1235-38 and the Shelburne Town Charter, in particular Subchapter 7 thereof. Following this three-year term, the parties may extend the Agreement annually by mutual agreement upon satisfactory annual performance reviews, and such other considerations as the parties wish to consider.

2. Your annualized salary from December 1, 2020 to November 30, 2023 will be \$102,000. The Selectboard will meet from time to time as necessary to consider annual salary increases for the employment years commencing December 1, 2021 and December 1, 2022.

3. The Town will continue to provide you with a transportation allowance of \$3,744.00 per year, disbursed in twelve equal installments of \$312.00 at the end of each month of employment.

4. The Town will provide you with a professional development allowance of \$7,500 for the first year of this Agreement and, thereafter, \$5,000 for each of the following two years, to be used at your discretion for such professional development activities, conferences and educational trainings as you deem appropriate; provided that, in the first year of this Agreement, you shall take a certified course of study in human resource management at the institution or organization of your choosing and you shall promptly inform the Selectboard of such selected curriculum.

5. You will be expected to budget for, and the Town will reimburse you for, the following expenses reasonably incurred in the 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, including, but not limited to, the International City Managers Association;
- b. Expenses of professional and official travel;
- c. Membership fees and/or dues in local civic clubs or organizations; and
- d. Cellular telephone and data use, up to 50% of your individual plan.

6. You are eligible to participate in the health insurance coverage benefits available to qualifying Town employees as described in the Town's Personnel Manual, on the same terms as those benefits are provided to full-time employees.

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 Manual, on the same terms and conditions as offered to those employees.

8. You are eligible to participate in the long-term disability insurance coverage benefits offered to full-time Town employees, on the same terms and conditions as offered to those employees.

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 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. Details of these programs are available in the Town Manager's Office or at the Office of the Town Clerk.

11. You may only be terminated for *just cause* during the duration of this Agreement, pursuant to Section 7.4 of the Shelburne Town Charter. In the event the Town terminates your employment for just cause during the duration of this Agreement or any subsequent Agreement, the Town shall provide you with 60 days' notice before any such termination shall be effective. In its sole discretion, the Town may provide such notice in the form of actual notice, or may issue compensation equivalent to such notice.

12. The Town shall provide you written notice of its intention to not renew this Agreement for an additional period beginning December 1, 2023 no later than July 1, 2022.

13. You will be entitled to four weeks of vacation per year for the term of this Agreement. A year is the 365-day period commencing December 1, 2020. You are required to obtain prior approval by the Selectboard of any single vacation, including holidays, which is greater than two consecutive weeks. You shall obtain any such approval no less than thirty days in advance of the start of that vacation, unless personal circumstances make advance notice of such plans impossible, in which case the you will make every effort to give timely notice. You may carry vacation days into the following year, up to a maximum of 6 weeks. At the conclusion of your employment, you will be compensated for any unused vacation time pursuant to Section 8.3 of the Town of Shelburne Personnel Policy, as may be amended. In addition to vacation, you are entitled to accrual of sick days pursuant to Section 8.3 of the Town's Personnel Plan, as may be amended.

14. Dutiful performance of Town Manager responsibilities 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 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 the Town will not provide you additional compensation in the form of compensatory time. You are FLSA-exempt and the Town will not compensate you for any hours worked in excess of forty hours per week.

15. The Selectboard has adopted, and from time to time amends, a Personnel Policy for its employees (a copy of the current Personnel Policy is attached hereto and incorporated herein by reference). As an employee, you will be subject to and shall receive the benefits of the Town's Personnel Rules, except where those Personnel Rules 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 Rules and this Agreement or the provisions of Subchapter 7 of the Town Charter, the terms set forth in this Agreement or the Town Charter shall govern.

16. In the event you voluntarily resign your position as 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 should be agreed to by the parties.

17. The Town shall conduct and complete a performance evaluation of the Town Manager annually by February 1 of each contract year. The performance

evaluation shall be based on goals and objectives, standards and measures of these agreed to between you and the Selectboard. The parties will agree on annual goals and performance objectives, standards and measures for the Town Manager's evaluation, which the parties shall agree to in writing on an annual basis by February 1 of each year during the term. The Selectboard's intent is that these goals shall be attainable within the time limitations specified, and subject to the annual operating and capital budgets and appropriations approved by the Selectboard and the voters of the Town. The aforementioned annual goals and objectives are subject to modification and adjustment as appropriate and as agreed to in writing by the parties from time to time during the term.

18. The Town acknowledges that you are a professional photographer, and also that you serve the Town as a volunteer firefighter. You are authorized to continue with both of these endeavors, in your discretion, though the Town expects you will prioritize your work as Town Manager above any other professional obligation. Nevertheless, 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, nor will you serve as treasurer or in any other financial record-keeping role for the Shelburne Fire Department, nor will you undertake any professional photography during the working hours you are expected to serve as Town Manager. You are authorized to go on fire calls during hours you are working as Town Manager, though you are expected to prioritize your work as Town Manager as necessary.

19. The Selectboard and Town Manager agree to act in good faith during the term of this 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 Town Manager agree to conduct 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 Vermont law.

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

21. 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 had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

22. This Agreement shall be considered binding upon motion by the Selectboard at a duly warned meeting, the signatures of a majority of the

members of the Selectboard at the time of the motion, and the signature of the Town Manager.

Please confirm your acceptance of this Agreement by signing below.

Very truly yours,

_____/s/_____
Jerry Storey, Chair

_____/s/_____
Jaime Heins, Vice Chair

_____/s/_____
Michael Ashooh

_____/s/_____
Kate Lalley

_____/s/_____
Mary Kehoe

Agreed to and Accepted this 26th day of January, 2021.

Lee A. Krohn

Lee A. Krohn