

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, effective this 15<sup>th</sup> day of June, 2020, by and between the Town of South Windsor, Connecticut, a Connecticut Municipal Corporation, ("Town") and Scott Roberts ("Employee").

WHEREAS, South Windsor Town Council ("Council") hereby authorizes the Town Manager to employ the services of Employee on the terms and conditions set forth herein;

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

### **Section 1 - Employment Conditions and Duties**

- A. Employee is appointed to the position of Assistant Town Manager/CIO/Emergency Management for the Town of South Windsor, and shall serve at the pleasure of the Town Manager for the term specified in Section 2, below.
- B. Employee will at all times uphold the tenets of both the South Windsor and the ICMA's Code of Ethics. Employee shall perform such other duties as may be assigned from time to time by the Town Manager.
- C. Employee shall devote his/her full time to the duties of his/her position. Employee may engage in other activities that do not interfere with the performance of his/her duties but is prohibited from engaging in any outside compensated employment without the express written approval of the Town Manager.

### **Section 2 - Employment Term**

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Town to terminate the services of the Employee at any time during the employment term or any renewal period thereof, subject to the provisions of Section 4 below.
- B. Except in the event of removal, resignation or death, the term of this Agreement shall commence on June 15, 2020 and shall be indefinite.
- C. Nothing in this Agreement shall prevent, limit or interfere with the right of the Employee to resign his/her employment, subject to the provisions of Section 3 below.

### **Section 3. - Employee Resignation or Death**

In the event the Employee decides to voluntarily resign his/her position before the expiration of the term provided herein, she shall give notice of his/her intent to resign to the Town Manager one (1) month prior to the date she intends to cease to perform his/her duties. In the event of the Employee's death, any payments due his/her shall be made to his/her beneficiaries and/or his/her estate.

### **Section 4 - Termination and Severance Pay**

- A. The Town may terminate or remove the Employee pursuant to Section 9 of the South Windsor Personnel Rules & Regulations prior to the normal expiration of this Agreement, provided, however, that the Town shall pay Employee the lesser of: (I) severance payments equal to six (6) months of base compensation (paid in equal installments in a manner consistent with Town practices) and benefits including retirement, medical, RX, dental, and vehicle allowance (excluding accrual of vacation, sick leave, and personal leave following date of separation), with associated employee contributions deducted from installments. The Town's continuation of associated benefits and insurances shall cease prior to the conclusion of the severance period if and when the Employee is employed on a full-time basis by another employer, however any remaining unpaid base compensation severance payments from the 6-month severance period shall be paid to Employee in a lump sum basis; or (II) In the event the Agreement is terminated pursuant to sub-paragraph B of this Section 4, there will be no severance payment. In any event, upon termination of this Agreement for any reason employee shall be entitled to payment of any benefits due his/her as provided by the Town's Management Personnel Plan in effect on the date of signing this contract.
- B. The Town shall have no obligation to tender any severance pay provided for in this Agreement in the event that: (I) Employee voluntarily resigns; (II) Employee's services are terminated for cause under any of the following circumstances, one or more of which shall constitute cause for such termination: (a) the breach by Employee, in any material respect, of the terms of this Agreement (including, without limitation, the refusal or other failure by Employee to perform any of Employee's duties hereunder other than a failure to perform resulting from death or physical disability) and failure by Employee to cure such breach within ten (10) calendar days of written notice thereof from the Town Manager; (b) the commission by Employee of any act of dishonesty, fraud, intentional material misrepresentation or moral turpitude in connection with his employment, including, but not limited to, misappropriation or embezzlement of any funds of the Town; (c) the commission by Employee of any willful misconduct, gross negligence or intentional act having the effect of injuring or impairing the reputation, business, operations or beneficial relationships of the Town, and which conduct would not reasonably be deemed to be in the best interests of the Town; (d) the entering by Employee of a plea of guilty or nolo contendere to, or the conviction

of Employee by a court of law of, any illegal act which in the opinion of the Council could reasonably undermine the Employee's ability to function as Assistant Town Manager/CIO/Emergency Management with the necessary respect and integrity inherent to the position or any crime (other than a routine traffic offense) which carries a potential penalty of imprisonment for more than ninety (90) days and/or a fine equal to or in excess of Five Thousand Dollars (\$5,000.00); (e) Employee's abuse of alcohol, prescription drugs or controlled substances to a degree which in the opinion of the Town Manager interferes with the performance of his/her duties on behalf of the Town; (f) Employee's deliberate disregard of any lawful material rule or policy of the Town or any resolution adopted by the Town Council and failure by Employee to cure the same within ten (10) calendar days of written notice thereof from the Council; or (g) excessive absenteeism of Employee other than for reasons of illness, after written notice from the Council with respect thereto; or (h) this Agreement expires upon the death of the Employee.

- C. In the event the Town, at any time during the employment term abolishes the Assistant Town Manager/CIO/Emergency Management position, or reduces the salary or other financial benefits of Employee in a greater percentage than any applicable across-the-board reduction for all Town employees, Employee may, at his/her option, be deemed to be terminated at the date of such abolishment, reduction, refusal or vote within the meaning and context of the severance pay provision provided under the terms of this agreement.

#### **Section 5 - Salary**

The Town agrees to pay Employee an annual salary payable in equal installments in a manner consistent with Town practice of \$130,050.21, commencing on July 1, 2019. Employee's annual salary increase shall be determined by the Town Manager.

#### **Section 6 - Benefits**

- A. Employee shall accrue vacation days at the rate provided for in the Non-Bargaining Unit Members Fringe Benefit description. Vacation use and maximum accrual shall be pursuant to the Non-Bargaining Unit Members Fringe Benefit Description. Employee will receive five (5) Personal Days per year upon the Employee's anniversary date.
- B. Employee may participate in the insurance plans offered by the Town's Group Plans at the same terms and conditions as other Town Management Personnel in accordance with the Town's Management Personnel Plan.
- C. Employee shall not be provided with a Town automobile. An automobile allowance of \$750 per month will be provided to employee.
- D. Employee is entitled to receive any other benefits as presently exist or may be added, deleted or changed from time to time consistent with the Town of South Windsor's Management Personnel Plan.

- E. Employee shall not receive overtime pay.
- F. Employee shall be provided with a cellular telephone. The Town shall pay all costs of the cellular telephone.

### **Section 7 - Retirement**

The employee's hire date will be June 20, 2005 for retirement purposes. Employee shall be enrolled in the Town's 401(a) Administrative & Management Group Defined Contribution Retirement Plan with a vesting period of one (1) year.

### **Section 8- Evaluation and Review**

The employee shall receive an annual Employee Evaluation in accordance with the Town's Management Group yearly process.

### **Section 9 - Professional and Representational Expenses**

- A. The Town shall pay or reimburse Employee for reasonable expenses incurred by Employee for attending professional conferences.
- B. All payments and reimbursements shall be made in accordance with Town procedures.
- C. Participation of Employee at any such events shall be treated as regular working hours for the purposes of this Agreement.

### **Section 10 - Indemnification**

The Town shall maintain liability coverage and will hold harmless and indemnify the Employee as provided under Connecticut General Statute 7-465 for any act or acts the Employee performed in his/her official capacity of Town Manager provided such act or acts are within the scope of his/her employment.

### **Section 11 - Applicable Laws**

This agreement is governed by and subject to the provisions of the Charter of the Town of South Windsor and all laws of the State of Connecticut.

### **Section 12 - Notices and Amendments**

- A. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement has been made by either party or by anyone acting on behalf of either party orally or otherwise which is not embodied herein.
- B. Each party acknowledges that this is the entire agreement between the parties and that no other agreement, statement or promise contained herein shall be valid or binding or shall be used in interpreting the meaning of this agreement.

- C. Amendments, modifications or changes may be made to this Agreement and shall become effective on the date contained therein when executed in writing and signed by both parties to this Agreement.
- D. This Agreement and any amendments, modifications or changes thereto shall be binding upon both parties during the term of this Agreement or any renewal periods.

### **Section 13 - Severability**

If any provision or any portion of any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall be deemed severable, and remaining in full force and effect.


### **Section 14 - Duplicate Originals**

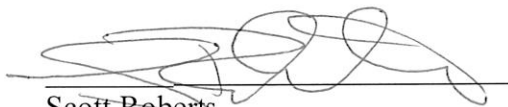
This Agreement shall be signed in duplicate, each of which shall be considered an original.

IN WITNESS WHEREOF, the Town of South Windsor, by and through its Town Manager, being duly authorized, and the Employee have signed and executed this Agreement as of the date and year first written above.

TOWN OF SOUTH WINDSOR:

EMPLOYEE:

By   
\_\_\_\_\_  
Michal Maniscalco  
Town Manager  
Dated: 6/15/2020

  
\_\_\_\_\_  
Scott Roberts  
Assistant Town Manager/CIO/EM  
Dated: 6/15/2020