

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective this 26th day of March, 2019, by and between the Town of South Windsor, Connecticut, a Connecticut Municipal Corporation, ("Town") and Michael P. Maniscalco of 39 Viola Dr., East Hampton, CT ("Employee").

WHEREAS, the Town, by authority of the South Windsor Town Council ("Council") desires 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 Town Manager of the Town of South Windsor, the Chief Executive Officer of the Town, and shall serve at the pleasure of the Council for the term specified in Section 2, below.
- B. Employee shall have the power and perform the duties of a municipal Town Manager and Chief Executive Officer, including, but not limited to, those conferred by Sections 405 and 406 of the Charter of the Town of South Windsor and the Connecticut General Statutes. 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 Council.
- C. Employee shall devote his full time to the duties of his office. Employee may engage in other activities that do not interfere with the performance of his duties but is prohibited from engaging in any outside compensated employment without the express written approval of the Town Council.

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 July 15, 2019 and shall be indefinite.
- C. Nothing in this Agreement shall prevent, limit or interfere with the right of the Employee to resign his 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 position before the expiration of the term provided herein, he shall give notice of his intent to resign to the Council three (3) months prior to the date he intends to cease to perform his duties. In the event of the Employee's death, any payments due him shall be made to his beneficiaries and/or his estate. This Section 3 shall not apply in the event that the Employee resigns his position pursuant to Section 9 of this Agreement.

Section 4 - Termination and Severance Pay

- A. The Town may terminate or remove the Employee pursuant to Section 402 of the South Windsor Town Charter 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 Manager 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 him 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 by a two-thirds (2/3) vote of the Council 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 Council; (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 Town Manager 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 Council interferes with the performance of his 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 Town Manager 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 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 - Residency

Employee shall obtain and maintain legal residency in the Town of South Windsor, Connecticut during his tenure of office.

Section 6 - Salary

The Town agrees to pay Employee an annual salary payable in equal installments in a manner consistent with Town practice of \$160,000.00, commencing on July 15, 2019. Employee's compensation shall be determined by the Town Council. Employee's salary may be decreased by a two-thirds (2/3) vote of the entire membership of the Town Council taken at least one month prior to the beginning of the ensuing fiscal year.

Section 7 - Benefits

- A. Employee shall receive 20 vacation days per year, initially front loaded upon commencing employment and thereafter earned pro rata over each 12 month period. Following 13 years of service, vacation days shall accrue 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 of commencing employment.

- 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 \$700 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 neither receive overtime pay, nor shall the Employee accrue any compensatory time for the performance of his duties. Employee shall not receive longevity pay.
- F. Employee shall be provided with a cellular telephone. The Town shall pay all costs of the cellular telephone.
- G. Employee shall be eligible to receive housing relocation benefits, up to a maximum amount of fifteen thousand (\$15,000.00) dollars, to be paid within two years of his appointment under the following terms and conditions: Employee is to establish residence within the corporate boundaries of the Town of South Windsor within six (6) months of his appointment. To qualify for relocation benefits, Employee will secure three (3) quotes or bids to pack and relocate his household to or within the Town of South Windsor and the Town will issue a purchase order to the lowest responsible bidder. Employee may follow this procedure a maximum of two (2) times during said two year period after commencement of employment and will receive a maximum of \$15,000.00 total whether he moves once or twice. If the Town Council determines that Employee has taken reasonable steps to sell his current residence and has maintained it as available for purchase, the Town may extend these deadlines for up to an additional six (6) month period.

Section 8 - Retirement

The employee's hire date will be July 15, 2019 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. The Town will also contribute 4.5% of Employee's base compensation into the Employee's 457 Supplemental Retirement Program.

Section 9- Evaluation and Review

The Council will conduct an initial six-month evaluation following appointment, Thereafter, beginning at the completion of Employee's first year of employment, the Council for purpose of merit review will review and evaluate the performance of the employee annually in accordance with specific criteria to be developed jointly by the Council and the Employee, which criteria will initially be agreed upon by the parties

within three (3) months of Employee's appointment. Other criteria may be added to or deleted from such evaluation and review, as the Council may from time to time determine, in consultation with the Employee. Such review should commence in May of each year and be completed by June 15th of each year with any adjustments to compensation depending upon the results of the review, being within approved Annual Town Budget appropriations, and beginning July 1st of the next fiscal year. To the extent allowed by the Connecticut Freedom of Information Act (FOIA), and as may be agreeable to Employee from time to time, any evaluation or review of Employee's performance shall be considered and discussed with Employee in Executive Session of the Council pursuant to the Freedom of Information Act. Employee shall be provided with a copy of any written statement or findings of the Council and provided with an adequate opportunity to discuss and respond to the Council in Executive Session.

Section 10 - Professional and Representational Expenses

- A. The Town shall pay or reimburse Employee for reasonable expenses incurred by Employee for attending professional conferences or meetings, including the annual ICMA conference. The Town will also pay for Employee's membership in one local civic organization or association.
- 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 11 - 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 official capacity of Town Manager provided such act or acts are within the scope of his employment.

Section 12 - 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 13 - 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 14- Pre-Employment Physical and Drug Screen

Employee will be required to undergo a pre-employment physical and successfully complete a drug screen as a condition precedent to the Town's obligations to perform pursuant to the terms of this Agreement. Employee's failure to successfully pass said drug screen, solely within the discretion of the Town, will result in this Agreement being void *ab initio* and unenforceable by Employee.

Section 15 - 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 16 - 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 Mayor and Town Councilor, being duly authorized, and the Employee have signed and executed this Agreement as of the date and year first written above.

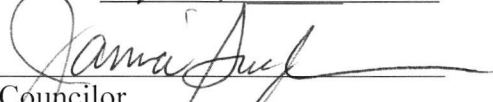
TOWN OF SOUTH WINDSOR:

EMPLOYEE:

By 

Mayor

Dated: 3/26/19

By 

Councilor

Dated: 3/26/19



Michael P. Maniscalco

Dated: 3/26/19



OFFICE
OF THE
TOWN COUNCIL

Town of South Windsor

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AREA CODE 860/644-2511
FAX 860/644-3781

March 27, 2019

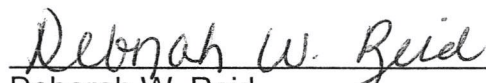
Mr. Matthew B. Galligan, Town Manager
Town of South Windsor
1540 Sullivan Avenue
South Windsor, CT 06074

Dear Mr. Galligan:

At its Special Meeting of March 26, 2019, the South Windsor Town Council approved the following Resolution:

BE IT RESOLVED that the South Winsor Town Council hereby appoints Michael Maniscalco to the position of Town Manager for the Town of South Windsor, effective July 15, 2019, and in accordance with the terms and conditions of the Employment Agreement between Mr. Maniscalco and the Town of South Windsor, signed and dated March 26, 2019, by Mayor Andrew Paterna and Councilor Janice Snyder.

Respectfully submitted


Deborah W. Reid
Clerk of the Council

cc: Patricia Perry, Director of Finance
Vanessa Perry, Assistant Town Manager/Director of Human Resources