

CONTRACT EMPLOYMENT AGREEMENT
for
Town Manager
between

Stephen J. Crane and the Town of Concord, Massachusetts

This Agreement (the "Agreement") is made and entered into this 3rd day of June 2019, by and between the Town of Concord, Massachusetts, a municipal corporation (the "Town"), acting by and through its Select Board (the "Board"), and Stephen J. Crane of 104 Crestview Circle, Longmeadow, Massachusetts ("Mr. Crane").

WHEREAS, the Board desires to maintain the appointment of Mr. Crane as Town Manager of the Town of Concord, as provided by Chapter 280 of the Acts of 1952 of the Commonwealth of Massachusetts, as amended (the "Charter"); and,

WHEREAS, Massachusetts General Laws Chapter 41, Section 108N provides that the Town, acting through the Board, may establish an employment contract with its Town Manager; and,

WHEREAS, it is the desire of the Board to provide certain benefits and to establish certain conditions of Mr. Crane's appointment as Town Manager; and,

WHEREAS, Mr. Crane desires to accept the appointment as Town Manager of said Town;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DUTIES

- a) The Board hereby appoints Stephen J. Crane as Town Manager of the Town of Concord to perform such functions and duties as are set forth in the Charter, the Massachusetts General Laws, and any other laws applicable to the position of Town Manager, and to perform such other legally permissible and proper duties and functions as the Board shall from time to time assign.
- b) As Town Manager, Mr. Crane shall supervise, direct, and be responsible for the efficient administration of all functions under his authority as assigned by the Board and as provided by the Charter. Mr. Crane agrees to perform faithfully and dutifully the duties of the position of Town Manager.
- c) Mr. Crane agrees to devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the prior approval of the Chair of the Board. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end Mr. Crane will be allowed to take, during normal office hours, reasonable compensatory time off for prolonged work hours as he shall deem appropriate.



- d) Mr. Crane agrees to remain in the exclusive employ of the Town and not become employed by another employer while this Agreement is in effect, but may, with prior approval of the Board Chair, undertake activities designed to advance his professional reputation, even though he may be compensated therefor.

2. TERM

- a) The parties agree that the appointment of Mr. Crane as Town Manager shall be from August 12, 2019 through June 30, 2022.
- b) The term of this Agreement may be extended on the same terms and conditions as herein provided, or upon any such amendment upon which the parties may mutually agree, for additional three (3) year terms, unless the Board gives written notice to Mr. Crane of its intention not to extend this Agreement prior to 5:00 p.m. on December 31, 2021 (six months prior to the termination date provided herein). Mr. Crane shall notify the Town in writing of his intention to accept or reject such extension within two (2) weeks of receipt of notice of same.
- c) If the Town elects not to extend this Agreement, the Town agrees to provide Mr. Crane six months' prior written notice of such non-renewal. In the event the Town fails to give six months' notice of non-renewal prior to the expiration of the Agreement, the term of the Agreement shall be extended so as to provide Mr. Crane six months' notice. It is understood, however, that Mr. Crane shall remain subject to removal for cause during the term of any extension.
- d) Nothing contained in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to remove Mr. Crane from the office of Town Manager at any time, subject only to the provisions set forth in Paragraphs 3a and 3b of this Agreement.
- e) Nothing contained in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Crane to resign at any time as Town Manager, subject only to the provisions set forth in Paragraph 3c of this Agreement.

3. REMOVAL FROM OFFICE AND SEVERANCE PAY

- a) In the event that Mr. Crane is removed from the office of Town Manager by the Board before the expiration of this Agreement and during such time Mr. Crane remains willing and able to perform his duties under this Agreement, the Board agrees to pay Mr. Crane a lump sum cash severance payment equal to three (3) months' aggregate salary (less any applicable payroll deductions); provided, however, that in the event Mr. Crane is removed for just cause in accordance with the procedures set forth in Paragraph 3d of this Agreement, the Board shall have no obligation to pay the aggregate severance sum designated in this paragraph.
- b) In the event that the Board at any time during the term of this Agreement fails to comply with any provision benefiting Mr. Crane as provided herein, Mr. Crane may, upon written notice to the Board, be deemed to be removed at the date of such failure or such refusal to comply, and the severance provisions of Paragraph a of this section shall apply.
- c) Mr. Crane may resign his position at any time prior to the expiration of the term of this Agreement; provided, however, that he gives the Board ninety (90) days prior written



notice, unless the parties agree otherwise. Such resignation shall not preclude the Board from providing the aggregate severance sum enumerated in Paragraph a of this Section 3 (less any applicable payroll deductions).

- d) The Board may terminate this Agreement for just cause, in which case the Board shall provide Mr. Crane with a written notice of its intent to terminate his services and to cancel this Agreement and the reasons therefor in the manner provided for by the Charter, and Mr. Crane shall have the rights set forth in the Charter.
- e) For the purposes of this Agreement, the term "just cause" shall mean a failure to meet agreed-upon objectives in a satisfactory manner or time, after reasonable written notice and an opportunity to correct such failure; malfeasance, misfeasance, nonfeasance, or any cause that renders Mr. Crane's continued appointment as Town Manager detrimental to the discipline or efficiency of his office and, without limiting the generality of the foregoing, shall include:
 - i. Failure to perform adequately the duties and responsibilities attendant to his position as Town Manager;
 - ii. Failure to comply with, and/or disregard of express instructions of the Board, to the extent such instructions were not inconsistent with the Charter or other applicable law; and
 - iii. Failure to conduct himself in a professional manner as expressed in the Management Code of Ethics of the International City Management Association.

4. DISABILITY

If Mr. Crane is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or other failure of health, he shall be required to use all accrued paid leave prior to any unpaid leave. After four (4) weeks of successive or intermittent unpaid leave, provided conditions of the Family and Medical Leave Act, Americans with Disabilities Act, and any other applicable law have been met, the Board shall have the right, then or at any time thereafter during the period of disability, to terminate this Agreement. Such termination shall be subject to the severance pay requirements of Section 3, and without prejudice to Mr. Crane's rights to disability benefits from any source.

5. SALARY

- a) Beginning upon his appointment, the Town shall pay Mr. Crane, for his services rendered pursuant hereto, a weekly base salary of \$3,831.41 (\$200,000 divided by 52.2 weeks), paid on a biweekly basis.
- b) Mr. Crane shall be eligible for annual base salary increases in the second and third year of this Agreement in consideration of the prior year's performance evaluation(s). A salary increase shall be determined by the Select Board and the base salary shall not be subject to a salary range. Such salary adjustments shall take effect as of July 1 of each fiscal year. *dm*
- c) Mr. Crane shall not be entitled to overtime or compensatory time. The position of Town Manager is an exempt position under the Fair Labor Standards Act.



d) Mr. Crane's salary shall not be reduced except by written mutual agreement between the parties.

u e) On or before September 1 of each year of the term, the Town shall make a payment of \$5,000 to Mr. Crane's account in one of the deferred compensation plans offered by the Town and selected by Mr. Crane (the "Deferred Compensation Account"), provided Mr. Crane was actively employed as of the July 1 immediately preceding the payment date. Mr. Crane shall notify the Town's Finance Director in writing of the Deferred Compensation Account in which the payments are to be made. For the purposes of this section, a Deferred Compensation Account shall be deemed to include a 457 and Retirement Health Savings Account under United States Treasury Regulation 301.7701-1(a)(3).

6. PAID LEAVE AND OTHER BENEFITS

a) Mr. Crane shall accrue twenty (20) days of paid vacation leave during each year of service, accrued and payable under the same terms and conditions as other senior management employees of the Town. If Mr. Crane's accrued vacation balance reaches twenty-five (25) days, he shall not accrue additional vacation leave unless approved by the Board Chair. Where policies applicable to other senior management employees of the Town only allow accrual and use of vacation leave at the discretion of the Town Manager, such benefits shall be subject to approval of the Board Chair. When the use of more than ten (10) consecutive work days of vacation is planned, Mr. Crane shall consult with the Board Chair.

b) Mr. Crane shall be entitled to such sick, personal, holiday, bereavement and other leave benefits available to, and under the same terms and conditions as, the Town's other senior management staff; provided, however, that where policies applicable to other senior management employees of the Town only extend benefits at the discretion of the Town Manager, such benefits shall be subject to approval of the Board Chair.

c) Mr. Crane shall be eligible to participate in the Town's group health, dental, life and long-term disability insurance and other benefit programs under the same terms and conditions as other senior management employees of the Town.

d) The Town agrees not to reduce any benefit for Mr. Crane during the term of this agreement unless such reduction is applied to all other senior management staff of the Town.

7. ALLOWANCES

a) Because the use of his personal automobile will be required for the performance of his duties, the Town agrees to provide Mr. Crane a car allowance of \$288.50 per biweekly pay period (\$7,500 annually).

b) Because the use of personal mobile devices, computers, data plans, and other technology will be required for the performance of his duties, the Town agrees to provide Mr. Crane a technology allowance of \$57.70 per biweekly pay period (\$1,500 annually).



8. REIMBURSEMENTS

- a) The Town shall reimburse Mr. Crane for all reasonable business expenses incurred in connection with the performance of his official duties provided reasonable and customary supporting documentation is supplied in accordance with the standard procedures of the Town.
- b) The Town agrees to reimburse Mr. Crane for up to \$7,500 in moving expenses he incurs between the date this agreement is executed and May 31, 2020, provided he establishes residence within 20 miles of Concord and submits receipts to the Town no later than June 30, 2020.
- c) The Town agrees to reimburse Mr. Crane for up to \$2,500 of the cost of purchasing, between the date this agreement is executed and May 31, 2020, an electric or hybrid vehicle, provided he submits receipts to the Town no later than June 30, 2020. For a period of at least three (3) years after such reimbursement is paid to him, Mr. Crane agrees to regularly use an electric or hybrid vehicle for commuting and travel required in the performance of his duties. Mr. Crane shall be responsible for all costs associated with ownership, maintenance, and use of his vehicle.

9. PROFESSIONAL DEVELOPMENT, DUES, AND SUBSCRIPTIONS

- a) The Board values professional development and will support the appropriation of reasonable funds that Mr. Crane can use at his discretion for legitimate professional development, conference, and education expenses in a manner consistent with its practice for other senior management employees of the Town. All out-of-state travel shall require prior authorization from the Board Chair.
- b) The Town agrees to pay for the professional dues and subscriptions of Mr. Crane for his full participation in the following professional organizations: International City Management Association, Massachusetts Municipal Association, Massachusetts Municipal Manager's Association, and the American Society of Public Administration.

10. ANNUAL PERFORMANCE REVIEW

- a) Unless otherwise agreed to in writing by the parties, the Board shall review and evaluate the performance of Mr. Crane after six (6) months of employment and at least once annually in May, or as soon thereafter as possible. Such review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Mr. Crane. Such criteria may be expanded or reduced as the Board may from time to time determine, in consultation with Mr. Crane. The Board shall provide Mr. Crane with a written summary statement of the findings of the Board regarding the review/evaluation criteria and an adequate opportunity to discuss the evaluation with the Board.
- b) Annually in May or June, after the annual Town Meeting, the Board and Mr. Crane shall define in writing such goals and performance objectives as they determine desirable for the proper operation of the Town.



11. INDEMNIFICATION

The Town shall indemnify, defend, and save harmless Mr. Crane for acts performed by him in good faith and within the scope of his employment with the Town, including reimbursement for any reasonable attorneys' fees and costs incurred by him in connection with such claims or suits involving Mr. Crane in his professional capacity as Town Manager for the Town, in accordance with and to the extent permitted by G.L. c. 258. Said indemnification shall include alleged civil rights violations. The indemnification shall apply to Mr. Crane after he leaves employment of the Town. The Town shall not defend, save harmless or indemnify Mr. Crane for any criminal act or for any intentional violation of civil rights of any person. This paragraph shall survive the termination of this Agreement or the repeal of G.L. c. 258, § 13.

12. SURETY BONDS

The Board agrees to bear the full cost of any surety or other bonds required of Mr. Crane by reason of his appointment as Town Manager under State law, Town Charter or bylaw

13. GENERAL PROVISIONS

- a) No modification of the Agreement shall be valid unless it shall have been made in writing and executed by both parties. This agreement contains all of the terms and conditions agreed upon by the parties. No other agreement, either oral or written, will be considered to exist or to bind the parties to this Agreement.
- b) This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts and by the Charter.
- c) If any clause or provision of this Agreement is determined to be illegal or void, the remainder of the Agreement shall not be affected thereby.
- d) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Mr. Crane.
- e) Mr. Crane understands and agrees that all compensation and benefits provided under this Agreement are subject to appropriation from year to year by the Town, and Mr. Crane shall have no rights hereunder in the absence of such appropriation.
- f) Notices pursuant to this Agreement shall be given in writing by first class mail, postage prepaid, to:

Town	Chair of the Select Board Town of Concord 22 Monument Square Concord, MA 01742
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Mr. Crane	To Mr. Crane's last known residential address on file with the Town's Human Resources Department.
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IN WITNESS WHEREOF, the Chair of the Board, on behalf of the Town, and Mr. Crane have signed and executed this Agreement, in two counterparts, one of which shall be retained by Mr. Crane, and one of which shall be retained by the Town Clerk.

EMPLOYEE



Stephen J. Crane
Town Manager

for the Town



Michael Lawson
Chair, Select Board