

## **AGREEMENT FOR EMPLOYMENT**

This Agreement renewed and entered into as of the 18th day of May, 2020 by and between the CITY OF WINOOSKI, VERMONT, hereinafter called "EMPLOYER" and JESSIE BAKER, hereinafter called "EMPLOYEE" both of whom understand as follows:

WITNESSETH:

WHEREAS, EMPLOYER desires to continue employing the services of said EMPLOYEE as City Manager of the City of Winooski, as provided by 24 V.S.A Chapter 37, and the City of Winooski Charter, 24 V.S.A. App. § 19.501-505 (2017); and

WHEREAS, it is the desire of the EMPLOYER acting through its City Council (sometimes referred to herein as "the Council") to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the EMPLOYER to retain the services of EMPLOYEE and to provide inducement for her to remain in such employment.

WHEREAS, EMPLOYEE desires to be employed as the City Manager of Winooski.

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

### Section 1. DUTIES

As City Manager, EMPLOYEE agrees to perform the functions and duties specified by 24 V.S.A., Chapter 37, and the City of Winooski Charter, as may be amended from time to time; and to perform other legally permissible and proper duties and functions as the City Council may, from time to time, assign.

### Section 2. TERM

EMPLOYEE shall continue to be employed by EMPLOYER for a period of THREE (3) years, beginning on May 18<sup>th</sup>, 2020 and shall end on March 7<sup>th</sup>, 2023 ("Contract Termination Date"), subject to termination sooner than the Contract Termination Date, as set forth herein. The parties may extend this Agreement but only if such mutual agreement is in writing and is signed by both parties. Therefore, notwithstanding the foregoing, this Agreement shall be subject to the following conditions:

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the EMPLOYER to terminate the services of EMPLOYEE at any time prior to the Contract Termination Date, subject only to the provisions set forth in Section 4 of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time from her position with EMPLOYER, subject only to the provision set forth in Section 4, paragraph C, of this Agreement.

C. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER during the term of this Agreement and neither to accept other employment, nor to become employed by any other employer prior to the

Contract Termination Date or until such time as she is no longer employed by EMPLOYER, whichever is sooner. The term "employed" shall not include occasional teaching, writing, or service on corporate, nonprofit, or professional organization Boards, as may be approved by EMPLOYER, in writing, from time to time.

D. In the event that the parties are engaged in negotiations for the renewal or extension of this Agreement and have failed to conclude such negotiations prior to the expiration date, this agreement shall automatically renew for a period not to exceed ninety (90) days, to allow the parties to continue to negotiate and/or to provide an appropriate transition of City Manager functions. If an agreement to renew or extend is made during this ninety (90) day period, such agreement shall be put in writing and signed by all of the parties and any increases in salary or benefits in the new agreement shall be retroactive to the date of expiration. In the event that the parties do not execute an extension or renewal at the end of the ninety (90) day period described herein, the terms of Section 4D shall apply.

### Section 3. SUSPENSION

EMPLOYER may suspend EMPLOYEE with full pay and benefits at any time during the term of this Agreement, for not more than forty-five (45) days, but only if:

A. A majority of the CITY COUNCIL votes in favor of such suspension; and

B. The CITY COUNCIL follows the requirements of 24 V.S.A. App. Sec. 19-503, as may be amended from time to time, which includes, but is not limited to, the opportunity for a public hearing regarding the written resolution which identifies just cause for suspension or removal.

### Section 4. TERMINATION

A. EMPLOYER may terminate EMPLOYEE for just cause at any time during the term of this Agreement or any renewal term hereof. Said termination shall be consistent with 24 V.S.A. App. Sec. 19-503 and/or any amendments thereto and shall also be subject to 24 V.S.A. § 1233 or any amendments thereof. Said termination shall be determined by a majority vote of the members of the CITY COUNCIL. The term "just cause" shall have the meaning prescribed by Vermont law and shall include, but not be limited to, the following: failure to follow reasonable and lawful directives of the CITY COUNCIL; failure to perform the duties of her office in a reasonable and satisfactory manner, as evidenced by the results of the performance appraisal procedure referenced herein or due to incapacity as defined in Section 5 below; the conviction of any felony or misdemeanor, other than a minor traffic violation; or failure to adhere to the City's personnel policies, procedures, standing orders or applicable work rules. EMPLOYER and EMPLOYEE agree that, consistent with 24 V.S.A. App. Sec. 19-503(b), the action of the City Council in suspending or removing the EMPLOYEE shall not be subject to review by any court or agency.

B. The parties agree that EMPLOYEE's employment may be terminated for no cause prior to the Contract Termination Date, provided that EMPLOYER pays to EMPLOYEE a severance in the amount of one hundred and twenty (120) days' total compensation, which severance shall be conditioned upon the execution of a full release of claims in a form acceptable to the EMPLOYER; and certain restrictive covenants related to confidentiality and non-disparagement as may be reasonably required by the EMPLOYER.

C. In the event EMPLOYEE voluntarily resigns her position with EMPLOYER, then EMPLOYEE shall give EMPLOYER ninety (90) days' notice, unless the parties otherwise agree to a shorter notice period. At EMPLOYER'S option, EMPLOYEE may be relieved of all duties and shall thereafter end her employment on the day notice of voluntary termination is given to the EMPLOYER, in which case EMPLOYER shall provide EMPLOYEE with continuation of salary and benefits for the remainder of the ninety (90) day notice period. In the event that EMPLOYEE becomes employed by a third party during the ninety (90) day notice period, Employer shall be relieved of its obligations to pay any remaining salary to EMPLOYEE as of the commencement date of such other employment.

D. The parties agree that a failure to execute a renewal to this Agreement after the 90 days as outlined in Section 2D shall constitute a no cause termination event. In this event the EMPLOYER must pay to EMPLOYEE a severance in the amount of sixty (60) days' total compensation, which severance shall be conditioned upon the execution of a full release of claims in a form acceptable to the EMPLOYER; and certain restrictive covenants related to confidentiality and non-disparagement as may be reasonably required by the EMPLOYER.

#### Section 5. DISABILITY

If EMPLOYEE is incapacitated or is otherwise unable to perform her duties because of sickness, accident, injury, or physical or mental impairment for a period of four (4) successive weeks beyond any statutory family and medical leave period, EMPLOYER shall have the option to terminate this Agreement, subject to the requirements of Section 4, paragraph A or as the law requires. EMPLOYEE shall be eligible for benefits relating to disability insurance coverage equivalent to those provided to other employees of the City, and subject to individual eligibility requirements.

#### Section 6. SALARY

EMPLOYER agrees to pay EMPLOYEE for her services rendered pursuant to this Agreement. EMPLOYEE'S current FY20 annual base salary (or "Base Compensation") is \$111,092.80 and is payable in installments on the same payroll cycle as other employees of EMPLOYER. Annually, this shall increase by cost of living as defined for other non-union employees. In addition, EMPLOYER may, at its sole discretion, provide such additional compensation as it deems fair and appropriate from time to time, consistent with the needs and resources of the CITY OF WINOOSKI. EMPLOYEE may designate a portion of her Base Compensation as deferred compensation which deferred compensation shall be made pursuant to Section 12. In addition and in connection with the performance evaluation set forth in Section 7, EMPLOYER will increase EMPLOYEE'S Base Compensation annually by 1.0% for FY21, 1.5% for FY22, and 2.5% for FY23 if goals established by the EMPLOYER have been achieved or exceeded as determined by the EMPLOYER. The effective date of any salary increase will be July 1<sup>st</sup>, in the year of the increase.

#### Section 7. PERFORMANCE EVALUATION

A. The EMPLOYER shall review and evaluate the performance of EMPLOYEE at least annually. The performance evaluation shall be completed on a schedule mutually agreed between the EMPLOYER AND THE EMPLOYEE each year during the term of this Agreement. Said review and evaluation shall be in accordance with specific criteria developed by EMPLOYER with input from EMPLOYEE. Said criteria may be amended as the EMPLOYER may, from time to time, determine necessary to meet the needs of the CITY, after consultation with EMPLOYEE. Further, the EMPLOYER shall provide EMPLOYEE with a written summary statement of the findings of the EMPLOYER and provide an adequate opportunity for

EMPLOYEE to discuss her evaluation with the EMPLOYER in an executive session prior to the finalization of the evaluation.

B. Annually, EMPLOYER shall, after consultation with EMPLOYEE, define such goals and performance objectives as they determine necessary for the proper operation of the City of Winooski and in the attainment of the EMPLOYER'S policy objectives and shall further establish a priority among those various goals and objectives, which goals and objectives shall be reduced to writing. Said goals shall generally be attainable within the time limitations as specified and subject to the annual operating and capital budgets and appropriations approved by the EMPLOYER.

#### Section 8. PAID TIME OFF: Other Benefits

A. EMPLOYEE shall devote her full time and attention to performing the duties of City Manager. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to business of EMPLOYER. EMPLOYEE shall accrue paid time off ("PTO"), to be used for purposes of vacation, sickness and personal needs, up to a maximum of thirty-six (36) PTO days annually. EMPLOYEE may carry over up to thirty-six (36) days to the next fiscal year, but in no event shall EMPLOYEE be permitted to carry over more than thirty-six (36) days to the next fiscal year. EMPLOYEE will notify the Mayor of scheduled PTO in advance. Upon termination or resignation from employment, EMPLOYER will compensate EMPLOYEE for all accrued but unused PTO at EMPLOYEE's current rate of pay.

B. EMPLOYER shall pay the subscription charges relating to an iPhone or smartphone as currently owned by the EMPLOYEE. It is agreed that EMPLOYEE may use the iPhone/smartphone for both business and personal use, subject to applicable rules, regulations and protocols of the City relating to the use of portable phones and other electronic devices.

C. EMPLOYER shall provide EMPLOYEE with either a lap top computer, an iPad, or such other portable electronic computing device as may be mutually agreed between them, allow a remote connection to the EMPLOYER's network, and shall pay any licensing and subscription charges relating thereto. It is agreed that Employee may use such device for both business and personal use, subject to applicable rules, regulations and protocols of the City relating to the use of computers and other electronic devices.

#### Section 9. OUTSIDE ACTIVITIES

EMPLOYEE shall not spend more than ten (10) hours per week in teaching, counseling, or other non-EMPLOYER connected business without the prior approval of the COUNCIL.

#### SECTION 10. MILEAGE

EMPLOYEE'S duties require that she shall be compensated for work related mileage. This benefit will be in accordance with the reimbursement made available to all other city employees.

#### SECTION 11. DISABILITY, HEALTH, AND LIFE INSURANCE

EMPLOYER agrees to maintain in force and to make required EMPLOYER premium payments for EMPLOYEE for insurance policies for life, accident, disability income benefits, major medical, and dependent's coverage group health insurance covering EMPLOYEE and her dependents. EMPLOYEE'S benefits pursuant to this section may vary based upon her individual eligibility, as determined by the

application of any particular insurance plan then in place for the City's employees. At all times, EMPLOYEE'S insurance benefits shall be the comparable to the then current benefits for all other employees of EMPLOYER, subject to individual eligibility requirements.

#### Section 12. RETIREMENT PLAN

EMPLOYEE shall be eligible for the same retirement plan offered to other City employees, from time to time, and on the same terms as other employees of the City. However, the rate of contribution from the City shall be 9% for the EMPLOYEE, regardless of the plan offered to other City employees.

#### SECTION 13. DUES, SUBSCRIPTIONS, PROFESSIONAL DEVELOPMENT

EMPLOYER agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE necessary for her continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the EMPLOYER.

Without limitation, this shall include EMPLOYEE'S membership dues for the International City/County Management Association (ICMA) and the Vermont Town and City Management Association (VTCMA), and her regular attendance at their National and State conferences of such organizations. In the event EMPLOYER requests or requires EMPLOYEE to join any local or state civic organizations the EMPLOYER shall reimburse EMPLOYEE for all dues, fees or costs.

To benefit the EMPLOYER and the EMPLOYEE the EMPLOYEE may explore becoming an ICMA credentialed manager. EMPLOYER will pay up to two hundred dollars (\$200) of related costs and will participate in assessment processes of the EMPLOYEE as required.

#### SECTION 14. RESIDENCY

EMPLOYEE is currently a resident of Winooski, and will make reasonable efforts to retain residency in Winooski and Chittenden County. EMPLOYEE agrees to notify EMPLOYER of any potential changes in residency status. Any change in residency that results in EMPLOYEE residing outside of Winooski will be reviewed by EMPLOYER for formal acceptance in accordance with the City Charter. All requests for residency changes will be reasonably accommodated in accordance with the City Charter.

#### SECTION 15. INDEMNIFICATION

EMPLOYER shall indemnify EMPLOYEE as may be required by law in connection with any claims, demands or legal actions relating to her acts or omissions; provided that all such acts or omissions were made acting within the scope of employment. EMPLOYER may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without prior consent of EMPLOYEE.

#### SECTION 16. BONDING

EMPLOYER shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

## SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The EMPLOYER, in consultation with EMPLOYEE, shall fix any such other terms and conditions of employment as it may determine appropriate from time to time, relating to the performance of EMPLOYEE's duties, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Winooski City Charter, or any other law.

B. All provisions of the Winooski City Charter, as well as any City personnel policies, regulations, procedures and/or reasonable work as they now exist or hereafter may be amended, also shall apply to EMPLOYEE as they would to other employees of EMPLOYER, except as otherwise provided for in this Agreement.

## SECTION 18. NO REDUCTION IN BENEFITS

EMPLOYER shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of EMPLOYEE, except to the degree of such a reduction across-the-board for unclassified employees of the EMPLOYER.

## SECTION 19. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. EMPLOYER: City of Winooski 27 West Allen Street, Winooski, VT 05404

B. EMPLOYEE: Jessie Baker at the address on record with Winooski Human Resources  
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

## SECTION 20. GENERAL PROVISIONS

A. This Agreement shall be binding upon and ensure to the benefit of the heirs at law and executors of EMPLOYEE.

B. If any provision, or any portion thereof, contained in this Agreement shall be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

C. This Agreement shall be governed by the laws of the State of Vermont and where applicable by the City of Winooski Charter. EMPLOYER and EMPLOYEE agree that venue for any dispute shall lie with the Chittenden County Superior Court or the Federal Court in the District of Vermont.

D. If a dispute arises, the parties may, by mutual consent, enter mediation, which will toll any deadlines or further notice requirements; provided that notice of request to mediate is presented from one party to the other not more than ten (10) days after the party seeking mediation is aware of the dispute; and provided that mediation takes place not more than thirty (30) days after such notice is received.

IN WITNESS WHEREOF, EMPLOYER has caused this Agreement to be signed and executed on its behalf by its EMPLOYER and EMPLOYEE has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYER

\_\_\_\_\_  
Kristine Lott, Mayor, City of Winooski      Date

EMPLOYEE

\_\_\_\_\_  
Jessie C. Baker                                      Date