



TOWN OF EAST LONGMEADOW

TOWN MANAGER EMPLOYMENT AGREEMENT

This Agreement is made as of **May 27, 2025**, by the **Town of East Longmeadow**, with a principal place of business located at 60 Center Square, East Longmeadow, Massachusetts 01028 (hereinafter referred to as the "**Town**") and **Thomas D. Christensen** with a residential address of 135 Sanford Street, East Longmeadow, MA 01028 (hereinafter referred to as the "**Town Manager**"). In consideration for the promises herein contained, the parties hereto mutually agree as follows.

I. EMPLOYMENT:

The Town hereby, by appointment of the Town Council and the authority vested in it pursuant to the Town Charter effective July 1, 2016, employs **Thomas D. Christensen** as the Town Manager, and **Thomas D. Christensen** accepts employment as the Town Manager of the Town of East Longmeadow on the terms and conditions outlined below.

II. DUTIES:

The Town Manager shall perform all duties and functions as specified in the Massachusetts General Laws, Rules and Regulations of the Commonwealth, the Town Charter, the By-Laws, Rules and Regulations of the Town of East Longmeadow, the Town Manager Job Description, and such other duties and functions as the Town Council shall from time to time legally assign to the Town Manager.

III. HOURS OF WORK:

The Town Manager agrees that he will faithfully perform the duties of the position of Town Manager and shall serve and perform such duties and responsibilities at such times and places and in such a manner as is necessary to fulfill his role. He understands and acknowledges that he is a salaried exempt employee and that his work week attending to Town business shall consist of no less than thirty-seven and one-half (37.5) hours per week, which shall include normal business hours and other hours during which the Town Manager shall be available to fulfill the duties of Town Manager, including, but not limited to, attendance at Town Council meetings and other meetings in which Town business is conducted. As the Chief Executive Officer for the Town, he is expected to be on duty and/or on on-call status twenty-four (24) hours per day, seven (7) days per week, excluding paid time off periods, to respond to the needs of the Town.

If the Town Manager will be absent from the office for three (3) days or more for any reason, the Town Manager shall notify the President of the Town Council or, in his/her absence, the Vice President of the Town Council.

IV. TERM OF AGREEMENT:

- A. This Agreement shall commence on **July 1, 2025** and shall continue to and including **June 30, 2028**, at which time either Party, upon sixty (60) days' prior written notice, may terminate it.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of the Town Manager at any time, subject to the provisions set forth in Section XIX and Section XX of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Manager to retire and/or resign at any time from his position with the Town. In the event the Town Manager voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Manager shall give a minimum of sixty (60) days written notice in advance, unless the Parties agree otherwise. A copy of the resignation shall be filed with the Town Council Clerk. In the event the Town Manager voluntarily resigns, he shall not be eligible for benefits or paid time off entitlement following written notice unless the Parties agree otherwise.
- D. The Town Manager agrees to remain in the employ of the Town and will neither accept other employment nor become employed by any other employer until the termination date hereof unless said termination is affected as otherwise provided in the Agreement.
- E. The Town Manager shall not engage in any other business unless such action is approved in advance in writing by the Town Council and if said business does not constitute a conflict under the terms of Chapter 268A of the General Laws of Massachusetts (the "Conflict of Interest Law"). The Town Manager further agrees that he will inform the Town Council as to any outside directorship or other public activity in which he engages before undertaking such engagement.

V. COMPENSATION:

- A. Prior to the commencement of this Agreement, the Town Manager's salary was a rate of **One Hundred Forty-Two Thousand Dollars (\$142,000.00)** per year.

- B. In each contract year, beginning on July 1, the Town Manager shall receive a **four percent (4%)** increase in salary, contingent upon a minimum performance evaluation score of “generally meets the performance standard.” At the Town Council’s sole discretion, the Town Manager may be awarded additional merit increases or other compensation, which may be in percent or in sum.

- C. If the Town Manager continues in office after the expiration of this Agreement, and there is no successor Agreement, he shall continue to receive the salary under this subsection until such time as his salary shall be otherwise provided for by theTown. This subsection shall survive the termination of the Agreement.

VI. EVALUATION:

The Town Council, at yearly intervals, shall review and evaluate the performance of and the achievement of performance goals by the Town Manager. This review and evaluation shall be in accordance with specific criteria developed jointly by the Town Council and the Town Manager. Before the Town Council's evaluation is reduced to writing and made part of his personnel records, such evaluation will be discussed with the Town Manager. Evaluation criteria may be added to or deleted as the Town Council may from time to time determine, in consultation with the Town Manager.

.Each fiscal year, the Town Council in consultation with the Town Manager shall develop such goals and performance objectives which they determine necessary for the proper operation of the Town and the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town.

In effecting the provisions of this Section, the Town Council and the Town Manager mutually agree to abide by the provisions of applicable law.

VII. HEALTH, LIFE, DENTAL AND OTHER INSURANCE-FUNDED BENEFITS:

The Town Manager shall be eligible to participate in the Town's group health, life, dental and other insurance-funded benefits subject to the participant eligibility rules and other terms and conditions of those plans and on the same basis as each applies to other Town employees.

VIII. RETIREMENT:

The Town Manager shall be eligible to participate in the Hampden County Regional Retirement Board system subject to its participant eligibility rules and other terms and conditions of that plan on the same basis as it applies to other Town employees.

IX. HOLIDAYS:

The Town Manager is eligible for and, although he understands that he will remain on call in the event of a Town emergency, need not report to work at Town Hall during regular business hours on the same paid holidays observed by the Town, and attached herein.

X. AUTOMOBILE USE AND MILEAGE REIMBURSEMENTS:

The Town Manager shall be reimbursed for mileage use of his personal vehicle while in the performance of Town duties, at the then current IRS rate, as well as other necessary and reasonable expenses incurred in the performance of his duties and as an official representative of the Town in accordance with Town policies applicable to non-bargaining Town employees and provided he follows required Town procedures, as they may be amended from time to time, at the rate established in Town Policy and Procedures.

XI. PAID TIME OFF:

Compensation described in Section V of this Agreement is payment for all time worked and for all entitled paid time off occurring within each contract year of this Agreement. The position and duties of the Town Manager are exempt from overtime requirements under federal and state law and the Parties acknowledge that there shall be no paid overtime or additional compensation or compensatory time off for time required beyond the normal Town Hall workday to properly fulfill and perform the duties of Town Manager.

Commencing **July 1, 2025**, the Town Manager is entitled to paid time off for the following purposes and in the following amounts:

- (a) **Five (5)** weeks of vacation, accrued at the rate of 7.21 hours per bi-weekly pay period, of which one (1) unused week, if having the approval of the Town Council **President**, may be carried over into and for use in the succeeding contract year. The Town Manager shall take at least one (1) contiguous week of vacation. The Town Manager will advise the Town Council **President** of an intended vacation period, if, more than three (3) days' duration in advance of scheduling such vacation, who may for a significant and appropriate reason deny use of vacation entitlement during some or all the planned periods. Vacation may also be used for a reason specified in the Massachusetts Earned Sick Leave Law.

- (b) Up to twelve (12) days may be accrued at the rate of one (1) day per

each month worked, for use, for a reason, and under the same conditions specified in the Massachusetts Earned Sick Leave Law. Accrued days unused during a contract year may be carried over to successive contract years to a total and a maximum of ninety (90) accrued days at any time. Accrued sick days will not be paid upon termination.

- (c) Three (3) days for use by the Town Manager for personal reasons, which may be taken in hours, and which, if unused, may not be carried into successive contract years and will not be paid upon termination.
- (d) Up to a five (5) day period, which may be extended by the Town Council, for bereavement purposes in the event of the death of the Town Manager's spouse, child, parent, parent-in-law, son-in-law, daughter-in-law, grandchild, grandparent, sibling, brother-in-law, or sister-in-law.

XII. BONDING:

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager in the performance of municipal duties.

XIII. PROFESSIONAL DEVELOPMENT:

The Town Council recognizes and encourages the Town Manager to join professional organizations that are typically affiliated with municipal government. The Town will pay the reasonable cost for travel and subsistence expenses of the Town Manager for Short Courses that are budgeted for and approved in advance by the President of the Town Council. These Courses must be considered beneficial for the Town Manager's professional development and for the benefit of the Town of East Longmeadow.

XIV. DUES AND SUBSCRIPTIONS:

The Town agrees to budget and pay for up to One Thousand Dollars (\$1,000.00) per year for the annual professional dues for the Town Manger's membership in any one professional organization. Participation in this organization should be necessary and desirable for the professional networking of the Town Manager.

XV. GENERAL EXPENSES:

The Town Manager shall be reimbursed for any necessary and reasonable expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic events, subject to the availability of funds.

The Town Manager shall be provided with a Town cell phone, or compensated for using his personal cell phone, and personal computer for use in performance of his duties.

XVI. OUTSIDE ACTIVITIES:

The Town Manager shall devote full-time to the duties of the office and shall not hold any other elected or appointive office or employment. The Town Manager shall remain in the exclusive employ of the Town during this Agreement or any successive Agreement, and shall not be employed as an employee or as a contractor by any other entity or person, engage in any other business, unless such activity is approved in advance in writing by the Town Council and it does not present a conflict of interest under the terms of Chapter 268A of the General Laws of Massachusetts. Advance notice as used in the preceding sentence of this Article is not intended to apply to any outside activity in which the Town Manager is engaged at the commencement of this Agreement and of which the Town Council is aware.

XVII. RESIDENCY:

Pursuant to the East Longmeadow Home Rule Charter, Section 3-1, (amended June 8, 2021), the Town Manager need not be a resident of the Town or of the Commonwealth at the time of appointment but shall establish residence within the Town within 12 months of appointment, unless the Town Council shall extend such time or waive such residency requirement.

XVIII. INDEMNIFICATION:

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Town Manager's duties, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties and on behalf of the Town. The Town may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This Section shall survive the termination of the Agreement and inure to the benefit of the heirs of the Town Manager.

XIX. TERMINATION OF THE TOWN MANAGER:

The Town Manager's employment and this Agreement may be terminated by the Town Council at any time, with or without cause. The Town shall provide 60 days notice, and shall pay the Town Manager, through the notice period, and the Town Manager shall continue to fulfill the Town Manager's obligations under this Agreement during the notice period.

XX. NON- RENEWAL OF THIS AGREEMENT:

Should either the Town or the Town Manager decide not to renew this Agreement and terminate the employment relationship at the expiration of this Agreement, the Party so deciding shall give written notice to the other Party of its intent not to renew and to terminate employment at least sixty (60) calendar days prior to the expiration date of this Agreement.

XX. ENTIRE AGREEMENT:

This Agreement embodies the whole agreement between the Town and the Town Manager and there are no inducements, promises, terms, conditions, or obligations made or entered into by either Party other than those contained herein. This Agreement may not be changed except by written agreement signed by both Parties.

XXI. GOVERNING LAW:

The validity, construction, interpretation, and enforcement of this Agreement shall be determined and governed by the laws of the Commonwealth of Massachusetts.

XXII. INVALIDITY:

Should any provision of this Agreement be declared or be determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected thereby, and each remaining part, term or provision shall be legal, valid, and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable part, term or provision shall be deemed not to be part of this Agreement.

XXIII. CONFIDENTIALITY:

The Town Manager understands and agrees that, during this Agreement with the Town, he will create, receive, or become aware of information (including personnel and other sensitive employee information), projects, practices, strategies, methodologies, and other proprietary information relating to the Town. The Town Manager hereby acknowledges the

proprietary, sensitivity and confidential nature of such information, and covenants and agrees to keep all such information strictly confidential to the extent possible in accordance with the Commonwealth's Public Records Law, Open Meeting Law, and Conflict of Interest Law. In this regard, the Town Manager shall not at any time or in any manner, either directly or indirectly, divulge, disclose, communicate, or use the information that is obtained or is otherwise exposed to while contracted by the Town except in conformance with law or regulation. The Town Manager understands and agrees that his obligation regarding the confidentiality of information obtained while contracted by the Town may continue beyond the expiration of this Agreement. The Town Manager specifically agrees that his confidentiality obligations shall extend for a period specified by said law(s) or regulation(s) following the termination of this Agreement.

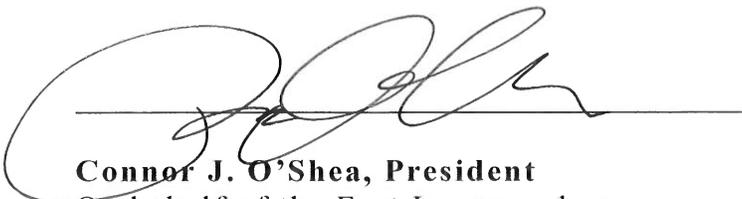
IN WITNESS WHEREOF, the Parties have hereunto signed and sealed this Agreement and a duplicate thereof, this **27th day of May, 2025**.



Thomas D. Christensen

5/27/25

Date



Connor J. O'Shea, President
On behalf of the East Longmeadow
Town Council

MAY 27, 2025

Date