

EMPLOYMENT AGREEMENT  
Town Manager, Town of Great Barrington

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the Town of Great Barrington, Massachusetts, a municipal corporation hereinafter called the "Town" as party of the first part, and Elizabeth Hartsgrove hereinafter called "Manager", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the Town desires to employ Elizabeth Hartsgrove as Town Manager of the Town of Great Barrington pursuant to Section 4A of the Town Charter and Chapter 41, Section 108N of the Massachusetts General Laws;

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

Section 1: Duties

The Town of Great Barrington hereby agrees to employ Elizabeth Hartsgrove as Town Manager of said Town to perform the duties and functions of the Chief Administrative Officer and Chief Executive Officer as set forth in Section 6 of the Town Charter, and such other duties as the Selectboard may from time to time assign in accordance with the aforementioned Charter.

Section 2: Term

The employment shall commence November 3, 2025 and extend through October 31, 2028, and may be extended for additional terms by written agreement, signed by the Manager and the Selectboard. If either party desires to negotiate the renewal of this Agreement, either party shall so inform the other party no later than April 30, 2028. Both Parties shall negotiate in good faith. Nothing in this Section 2 shall bind or require the Parties to reach a renewal Agreement.

Section 3: Termination, Severance Pay, and Non-Renewal

- A. During the term of this Agreement, Employer may terminate Manager for just cause. If the termination is for just cause, the Town shall provide the Manager with a written statement of reasons. For purpose of this Agreement, the term "just cause" shall mean that any of the following have occurred: (1) gross misconduct by the Town Manager; (2) conduct involving moral turpitude; (3) willful or reckless failure to perform her duties as Town Manager; (4) insubordination by the Town Manager; (5) any material breach of this Agreement by the Town Manager; (6) indictment of the Town Manager for a felony; or (7) conviction of, plea of guilty by, admission of sufficient facts to enter a finding of guilt by, or pretrial probation for the Town Manager for any criminal offense.
- B. In the event Manager is terminated without just cause by the Selectboard during such time that Manager is willing and able to perform the duties of Town Manager, then in that event the Town agrees to pay the Manager a lump sum severance payment equal to six (6) months aggregate salary then in effect in addition to her accrued and unused vacation days less any

applicable withholdings and payroll deductions; provided, however, that in the event Manager is terminated because for just cause, then, the Town Manager shall not be entitled to a severance as provided for in this section.

- C. The process for termination of the Manager shall conform to that outlined by Section 5 (C) of the Charter.
- D. In the event the Manager voluntarily resigns or retires from their position with the Town; the Manager shall give the Town a minimum of 60 days' notice prior to the effective date of the resignation or retirement.
- E. If the Selectboard does not wish to reappoint Manager at the end of the term of this agreement, the Board shall provide Manager with six (6) months written notice of such intent not to reappoint. Failure to provide timely notice of non-reappointment to the Town Manager will result in the terms of this agreement being extended for an additional one (1) year period.

#### Section 4: Salary

- A. Subject to appropriation, the Town agrees to pay the Manager for his/her services rendered pursuant hereto at an annual "base salary" of \$165,000 through June 30, 2026 payable in pro-rated installments corresponding to the Town's payroll schedule.
- B. Effective July 1, 2026, The Town Manager shall receive a 2% increase of the annual base salary (for a total salary of \$168,300).
- C. Effective July 1, 2027, The Town Manager shall receive a 2% increase of the annual base salary (for a total salary of \$171,666).
- D. Effective July 1, 2028, The Town Manager shall receive a 2% increase of the annual base salary (for a total salary of \$175,099.32)
- E. The Town shall provide an additional payment equivalent to 8% of the Manager's "base salary" then in effect which shall be in lieu of a contribution to a deferred compensation account as provided to prior Managers of Great Barrington payable in pro-rated installments corresponding to the Town's payroll schedule.

#### Section 5: Performance Review

The Selectboard shall annually evaluate the performance of the Town Manager as specified in Section 4 C of the Town Charter, each year prior to the anniversary of the effective date of this Agreement. It is agreed that the International City Managers Association (ICMA) City Manager Performance Evaluation form shall be used to evaluate the Manager. The annual evaluation of the Manager shall be reviewed at a public session as set forth in the Town Charter. The Board shall provide the Manager with a copy of the evaluation. In conjunction with the annual review process described herein and subject to annual appropriation, the Board may consider a performance incentive bonus payment, solely in its discretion, based upon the performance evaluation of up to Three Thousand Dollars (\$3,000) through June 30, 2027, and up to Five Thousand Dollars (\$5,000) through June 30, 2028.

#### Section 6: Hours of Work

- A. The Town Manager will devote full time and attention to the business of the Town, as directed by the Board, and will not engage in any other business during office hours, except with the written approval of the Board. The Town Manager 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, undertake activities designed to advance her professional development, even though she may be compensated therefor.
- B. As it is recognized that the Town Manager must devote a great deal of time outside of normal office hours to the business of the Town, and shall receive no additional compensation for such, the Town Manager will have the ability to reasonably adjust her normal office hours accordingly, on an as-needed basis, upon notification to the Board Chair.

#### Section 7: Professional Development

- A. Subject to annual appropriation, a fixed professional development expense allowance of \$2,000 will be provided each year to the Town Manager payable in pro-rated installments corresponding to the Town's payroll schedule
- B. In addition, the Town agrees to pay for the professional dues and subscriptions of the Town Manager necessary for her membership in the ICMA and the MMMA.
- C. Subject to prior approval of the Selectboard Chair the Town shall pay the Town Manager's registration fee(s), travel, and subsistence expenses to and from the International City Management Association ("ICMA") Annual Conference, Massachusetts Municipal Association Annual Conference, and the Massachusetts Municipal Managers' Association ("MMMA") Annual Spring and Fall Conferences.
- D. Time spent at such conferences or programs described above shall not be deducted from the Town Manager's vacation leave and shall be considered as compensation leave for professional development.

#### Section 8: Benefits

- A. Retirement benefits, life insurance, and medical insurance provisions shall be identical to those provided to other non-union Town administrative staff members unless specifically stated otherwise in this Agreement.
- B. Manager shall be entitled to twenty-five (25) days of vacation leave during each twelve months of employment, accrued at a rate of 2.08 days per month. The Town agrees to credit Manager on the commencement of the contract with ten (10) days of vacation leave. Ten unused days of vacation may be carried over to the next fiscal year with approval by the Selectboard. Vacation days unused at the termination of this agreement shall be paid to the Manager at then in effect rate upon separation of employment.
- C. Town agrees to credit Manager on the commencement of the contract with fifteen (15) days of sick leave. Thereafter, Manager shall accrue sick leave at the same rate as other non-union Town administrative staff members.

- D. Any unused sick leave remaining at the expiration of this agreement shall carry over and be credited to Manager if this agreement is extended. No cash payment will be made in lieu of unused sick time except as provided for in the same manner as other non-union administrative staff members.
- E. Manager will be entitled to holidays, personal leave, bereavement leave, and jury leave in the same manner as other non-union Town administrative staff members.
- F. The Town Manager shall be issued a laptop, two (2) computer monitors (one monitor for office use, and one monitor for town use only at residence) and a cellular mobile device for the discharge of her duties and her use in her official capacity as Town Manager. The Town shall pay for all fees, expenses, and costs associated with the same. The Town Manager shall comply with all Town policies and rules applicable to the same and the Town Manager further acknowledges that said all devices shall at all times remain the property of the Town. The Town Manager shall immediately return said devices to the Town upon the expiration or termination of this Agreement, whichever shall occur sooner. The failure of the Town Manager to return said devices to the Town upon the expiration or termination of this Agreement shall result in forfeiture of severance.
- G. The Town Manager shall receive a monthly stipend of \$500 as a housing allowance for the term of this Agreement, in recognition of added costs associated with relocating to the Great Barrington area and the added costs associated with such, payable in pro-rated installments corresponding to the Town's payroll schedule, and shall be subject to withholdings and deductions.

#### Section 9: Indemnification

- A. To the extent permitted by law, the Town shall defend, save harmless, and indemnify Manager, including attorney's fees and costs 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 good faith performance and scope of Manager's duties as Town Manager, even if said claim has been made following the Manager's termination from employment, with the exception of just cause disciplinary action taken by the Town against the Town Manager. Town may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Before entering into any settlement or compromise which contains an admission of wrongdoing by the Manager, the Town shall reasonably consult with the Manager.
- B. This section will survive the termination of this agreement.

#### Section 10: Office/Town Business Expenses

- A. Subject to prior approval of the Selectboard Chair, when it is necessary at any time for the Manager to use her personal automobile in connection with the performance of the duties of her office, she shall be reimbursed at the rate provided by the Town to its non-union administrative staff members, including tolls and parking fees. The Manager shall not be compensated for commutation travel between his/her house and regular work place.

- B. Subject to prior approval of the Selectboard Chair, the Manager shall be entitled to reimbursement for her actual out-of-pocket expenses in connection with her employment activities, including, but not limited to travel and meals outside of the Town of Great Barrington, subject to verification and acceptance by receipt, voucher or other acceptable means submitted to the Finance Director.

Section 11: General Provisions

- A. The text herein shall constitute the entire agreement between the parties. This agreement shall not be amended or modified other than by written agreement signed by the parties.
- B. If any of this agreement is held to be invalid, or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed stricken and the remainder of this Agreement, shall continue in full force and effect.
- C. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- D. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an exempt executive and administrative employee who shall not be entitled to overtime compensation.
- E. The terms of this agreement are subject to annual appropriation by Town Meeting. Should the Town fail to appropriate or otherwise make available funds for the amounts payable under this Agreement and be unable to make such payment , the Manager shall be entitled , but not required , to terminate this Agreement upon thirty (30) days' notice.

IN WITNESS THEREOF, the Town of Great Barrington has caused this agreement to be signed and executed on its behalf by its Selectboard, and duly attested by its Town Clerk, and the Manager has signed and executed this agreement, both in duplicate, the day and year first above written.

\_\_\_\_\_  
Stephen Bannon, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Gabriel, Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Garfield Reed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ben Elliott

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philip Orenstein

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elizabeth Hartsgrove, Town Manager      Date

Attest:

\_\_\_\_\_  
Josh Risen, Town Clerk

\_\_\_\_\_  
Date