

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF GROVELAND
AND
TOWN ADMINISTRATOR**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 22nd day of November, 2021, by and between the Town of Groveland, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen hereinafter called "Board" and Rebecca Oldham, hereinafter called "Town Administrator", as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Rebecca Oldham of Amesbury, Massachusetts as Town Administrator of the Town of Groveland;

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws may contract with the Town Administrator for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Town Administrator;

WHEREAS, it is the desire of the Board to obtain the services of the Town Administrator, and to provide inducement to remain in such employment; and

WHEREAS, Rebecca Oldham, agrees to accept employment as Town Administrator of said Town.

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

Section I, Functions and Duties of the Town Administrator.

The Town Administrator shall be the Chief Administrative Officer of the Town. The Town Administrator shall perform the duties specified in Massachusetts General Laws Chapter 41, Section 23A and such other duties as the Board shall from time to time legally assign. The Town Administrator shall be the Acting Financial Director (Town Administrator/Financial Director) until such time that special legislation is repealed General By-law 2-36A-Department of Finance and Budget and special legislation enacted through the annual town meeting in accordance with Massachusetts General Laws Chapter 41, Section 23A.

Section II, Term.

This agreement shall be for a term commencing on November 4, 2021, and shall be in full force and effect until June 30, 2024. The Agreement shall be subject to Section XIV, and shall be binding on the Town in each year of its duration.

The Board may terminate the services of the Town Administrator, in accordance with the provisions set forth in Section III.

Section III, Termination and Severance Pay.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Administrator at any time, subject only to the provisions of this Section III.

In the event the Town Administrator is terminated by the Board of Selectmen either prior to the expiration of the term of this Agreement and if in such event the Town Administrator is otherwise willing to perform the duties of Town Administrator, the Town shall pay to the Town Administrator a lump sum cash severance payment equal to three (3) months of salary as a termination payment. In addition, the Town will pay the Town Administrator for any unused, accrued vacation time. Provided, however, that in the event the Town Administrator is terminated for cause, the Town shall have no obligation to pay the termination payments designated in this paragraph.

In the event the Town Administrator voluntarily terminates said position with the Town before the expiration of the term of this Agreement, the Town Administrator shall give the Town not less than ninety (90) written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. In the event of a voluntary resignation, the termination payment enumerated in the first paragraph of this section shall not apply.

Section IV, Compensation.

Subject to appropriation, the Town Administrator shall be paid an annual base salary of \$110,000 effective November 4, 2021, subject to applicable withholdings and deductions. The salary for the Town Administrator shall be payable in installments at the same time as other employees of the town are paid.

Beginning July 1, 2022, the Town Administrator shall receive a \$3,300 (three thousand three hundred dollars) increase. Going forward, Beginning July 1, 2023, the Town Administrator's salary may be adjusted annually, on July 1st in connection with annual performance reviews and evaluations under Section V as being equal to or above fully satisfactory.

Section V, Town Administrator Evaluation.

The Board shall review and evaluate the Town Administrator by no later than May 1st of each year and as voted by the Board of Selectmen. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator. Further, the Chairman of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Administrator to discuss her evaluation with the Board.

Annually the Board and the Town Administrator shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. Such goals and objectives shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

Section VI, Hours of Work.

The Town Administrator will 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 approval of the Board.

It is recognized that the Town Administrator must devote a great deal of time outside the normal office hours to the business of the Town including meetings of the Board, the Finance Committee and other Town boards and committees. and to that end the Town Administrator will be allowed to take reasonable time off as the Town Administrator deems appropriate during said normal office hours and that time will not be charged to accrued, unused leave entitlements.

Section VII, Other Benefits.

The Town Administrator shall receive other benefits as follows:

- A. The Town shall provide the Town Administrator with health insurance and life insurances as provided to other Town employees
- B. The Town Administrator shall be entitled to four weeks paid vacation per contract year. A week shall be defined as five (5) working days. Unused vacation days may be carried over from one year to another but shall not exceed ten days. In the event of the town administrator's death, payment of unused vacation time shall be made to a designated beneficiary.
- C. The Town Administrator shall be granted fifteen (15) sick days per fiscal year earned a rate of 1 1/4 day for each month worked. Unused sick days may be accumulated up to a maximum of One Hundred Fifty (150) days.. There shall be no payment of accumulated sick days at the termination of the Agreement, unless said separation is by the Town Administrator's retirement in which case twenty percent (20%) of the unused sick days up to a maximum of thirty (30) days shall be paid at the rate in effect at the time of said retirement. Upon the execution of this Agreement, the Town Administrator shall also be credited by the Town with any days sick leave in her sick leave account.
- D. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Administrator if this Agreement is extended.
- E. Unused sick leave remaining at the end of employment with the Town shall not be paid, unless it complies with item C of this section.
- F. The Town Administrator shall enjoy all retirement, insurance and holiday benefit entitlements available to full-time, non-union personnel of the town under the same terms and conditions unless such benefits are specifically limited under the terms of this agreement.
- G. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations
- H. The Town Administrator will be eligible for bereavement leave consisting of four (4) days per death (non-cumulative) in her immediate family, defined as follows: father, mother, wife, husband, son, daughter, sister, brother, mother-in-law, father-in-law, grandfather, grandmother. Such absence will not be in excess of four (4) working days from the date of death until the day after the funeral.
- I. The Town Administrator will be eligible for three (3) personal days per year, which are non-cumulative.

Section VIII, Professional Development.

The Town agrees to pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, meetings, institutes and seminars that are necessary for his or her professional development.

The Town shall pay the Town Administrator's registration fee(s), travel and subsistence expenses to and from any conference the Town Administrator deems necessary to carry out the duties of her job, including, but not limited to the Massachusetts Municipal Association Annual Conference, and the Massachusetts Municipal Management Association regular meetings and its Fall and Spring Conferences. Should the Town Administrator attend professional conferences, time spent at such conferences shall not be deducted from vacation leave and shall be considered as professional development leave.

Section IX, Dues and Subscriptions.

The Town agrees to pay for the professional dues and subscriptions of the Town Administrator necessary for her membership in the Massachusetts Municipal Management Association (MMA), the Massachusetts Municipal Human Resource Association (MMHR); and any other professional organizations deemed necessary and desirable for continued professional participation, growth and advancement and for the good of the Town.

Section X, Expenses.

The Town Administrator shall be reimbursed for any expenses incurred in the performance of duties, or as an official representative of the Town, including attendance at civic or social events.

The Town Administrator shall be reimbursed for travel related to Town business at the mileage reimbursement rate determined annually by the US Internal Revenue Service.

If the Town Administrator leaves the employment of the Town and serves as a witness for the Town, payment shall be made for each day of preparation and attendance at the trial on a per diem basis based the salary at the time of separation from employment with the Town.

Additionally, the Town Administrator shall be allowed, through the appropriate expense budget, to purchase or lease, and maintain a cellular telephone, so as to be available to the Board and other Town departments as needed. There will be no additional reimbursement for cell phone usage.

Section XI, Indemnification.

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Town Administrator 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 duties as Town Administrator, even if said claim has been made following termination from employment, provided that the Town Administrator acted within the scope of duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Administrator.

The Town shall reimburse the Town Administrator for any attorneys' fees and costs incurred by the Town Administrator in connection with such claims or suits involving the Town in his or her professional capacity.

This section shall survive the termination of this Agreement.

Section XII, Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Town Administrator.

Section XIII, Non-Renewal of Agreement.

If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Administrator written notice at least one hundred and twenty (120) days in advance of its intent not to renew this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional one-year period.

If the Board does not give a notice of non-renewal and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional one-year period.

Section XIV, No Reduction in Benefits.

The Town shall not at any time during the term of the Agreement reduce the salary, or other benefits of the Town Administrator, except to the degree such a reduction is across the board for all other employees of the Town.

Section XV, General Provisions

The text herein shall constitute the entire Agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Administrator.

If any provision, or any portion thereof, contained in this Agreement is 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.

For the purposes of the Fair Labor Standards Act, the Town Administrator shall be an "exempt employee."

Section XVI, 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:

1. TOWN: Board of Selectmen
Groveland Town Hall
183 Main Street
Groveland, MA 01834

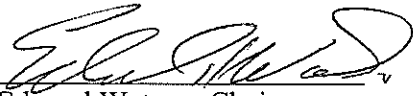
2. TOWN ADMINISTRATOR: Rebecca Oldham
48 Pamela Lane
Amesbury, MA 01913

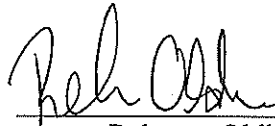
Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

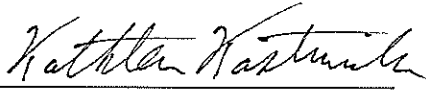
IN WITNESS WHEREOF, the Town of Groveland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate, this 22nd day of November, 2021.

TOWN OF GROVELAND
Acting by and through
Its Board of Selectmen

TOWN ADMINISTRATOR

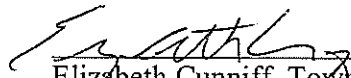

Edward Watson, Chair


Rebecca Oldham


Kathleen Kastrinelis, Vice Chair

Attest to Signatures:

Daniel MacDonald


Elizabeth Cunniff, Town Clerk
Date: 11/29/21


Jason Naves

Approved to Legal Form:


William G. O'Neil

Town Counsel

Date: _____