

EMPLOYMENT AGREEMENT

**Between
The Town of Templeton
and
Carter Terenzini**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 14th day of October, 2017 by and between the Town of Templeton, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," by and through its Board of Selectmen, hereinafter called the "Board", and Carter Terenzini, hereinafter called the "Town Administrator", as follows:

WITNESSETH:

WHEREAS, the Board of Selectmen desires to appoint Carter Terenzini to serve as Town Administrator of the Town of Templeton; and,

WHEREAS, Carter Terenzini has agreed to accept the appointment as Town Administrator of said Town; and

WHEREAS, it is the desire of the Board establish the conditions of employment and set the compensation and benefits of said Town Administrator such as to retain the services of the Town Administrator and to provide inducement for him to remain in the Town's employ; and

WHEREAS, Carter Terenzini is willing to undertake and perform the duties of Town Administrator of said Town; and

WHEREAS, the Board, under Chapter 41, Section 108N of the Massachusetts General Laws, may contract with the Town Administrator regarding his conditions of employment; and

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

Section 1. Duties & Hours of Service

- 1.1 The Town Administrator is the Chief Administrative Officer (CAO) of the Town and shall perform the duties of Town Administrator as prescribed by statute, the Town's By-Laws, the job description attached hereto, and as lawfully assigned, directed or delegated by the Board.
- 1.2 The Town Administrator shall hold office hours, preferably and generally between 10:00 a.m. and 4:00 p.m. for two (2) days a week, and shall provide an average of 16 hours of service during the normal business week. The Town Administrator shall attend (1) all meetings of the Board unless excused by the Chairman of the Board, (2) the Annual and Special Town Meetings, and (3) such other meetings as may be required in the performance of his duties as Town Administrator of the Town. The Town Administrator shall otherwise be available by telephone and e-mail for needed consultations on an on-call basis.

- 1.3 The Town Administrator shall regularly notify the Board, in the week preceding, of which days of the week he shall hold his office hours. He shall notify the Office of the Board of any unanticipated changes in that schedule. He shall notify the Board of any absences in excess of three day.
- 1.4 The Town Administrator is a salaried employee of the Town and as such is an exempt executive employee for the purposes of the Federal Fair Labor Standards Act.
- 1.5 Nothing contained herein shall prohibit the Town Administrator from engaging in teaching, consulting or other employ provided such services shall not conflict with the interest of the Town (e.g preparing grant applications for others, engaging in professional recruitment for others for a position at the same time as the Town is engaged in such a recruitment, and the like) and he shall otherwise fully meet his obligations hereunder.

Section 2. Compensation & Benefits:

- 2.1 The Town shall pay the Town Administrator, subject to such statutory deductions as are required and voluntary contributions as desired by the Town Administrator, on the same schedule as all other town employees are paid, the sum of One Thousand Two Hundred Fifty Dollars and No Cents (\$1,250.00) for his regular services performed under this Agreement. The Town Administrator agrees to accept this compensation through direct deposit.
- 2.2 The Town Administrator shall receive such benefits as provided for Part-Time Employees in the Town's Personnel Policy except as otherwise provided herein:
 - (a) Vacation & Sick Leave: The Town shall deposit eight (8) days of paid leave time into a single consolidated account of paid time off (PTO) for use by the Town Administrator for the purposes of vacation and/or sick time off. He shall accrue one day of such leave time for each month of service to the community. Such accumulated leave time may roll over from fiscal year to fiscal year but may not - in any event - exceed a total of twelve (12) days.
 - (b) Dental Insurance: The Town Administrator shall be eligible, upon the first of the month following the effective date of this Agreement, to enroll in the Town's dental insurance. He shall make a contribution of thirty five percent (35%) toward the costs thereof.

Section 3: Travel & Communications:

- 3.1 For ordinary automobile travel within the State, the Town shall provide the Town Administrator a fixed Thirty Dollars and No Cents (\$30.00) weekly reimbursement for vehicle expenses. Such reimbursement shall be payable, in arrears together with the compensation due above. In addition, and for travel outside of the state, the Town shall reimburse the Town Administrator for mileage at the then IRS approved rate, parking, tolls, and other ordinary travel and per-diem expenses, upon of itemization and proper documentation in accordance with the standard personnel policies of the Town.

- 3.2 In lieu of providing the Town Administrator with a Town paid cell phone, for its ease of timely and continual communications with the Town Administrator, the Town shall provide the Town Administrator a fixed Ten Dollars and No Cents (\$10.00) weekly reimbursement for cell phone expenses. Such reimbursement shall be payable, in arrears together with the compensation due above.

Section 4. Professional Development

- 4.1 The Town recognizes the importance of the Town Administrator staying current on statute, regulation and best management practices in the field of public administration. Accordingly, the Town agrees to permit and pay for the annual dues and subscription fees for the Town Administrator for the Massachusetts Municipal Managers Association (MMA), the Massachusetts Municipal Personnel Association (MMPA), and the Massachusetts Government Officers Finance Association (MGFOA). The Town agrees to permit and pay for the Town Administrator's attendance at ordinary seminars and training sessions sponsored by the foregoing as they become available.
- 4.2 The Town agrees to permit and pay for the Town Administrator to attend the annual state conference of the Massachusetts Municipal Association, the annual regional or national conference of the GFOA, and the annual conference of the International City and County Managers Association (ICMA) provided the cumulative costs thereof shall not exceed Three Thousand Dollars and No Cents (\$3,000.00) per fiscal year.
- 4.3 The Town Administrator shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his official duties, or as an official representative of the Town, including attendance by him at civic or social events.
- 4.4 The Town shall reimburse the Town Administrator for parking, tolls, and other ordinary travel and per-diem expenses, upon itemization and proper documentation in accordance with the standard personnel policies of the Town. Such reimbursements shall be paid to the Town Administrator together with his regular compensation such that they are a direct deposit.

Section 5. Performance Evaluation & Board Objectives

- 5.1 Annually, at the time of budget setting, the Board and the Town Administrator shall define measurable goals and performance objectives which they determine necessary for the proper operation of the Town. The Board shall establish a relative priority among those various objectives and they shall be considered to be attainable within the limits of the Town's operating and capital budget(s) as adopted at the Annual Town Meeting..
- 5.2 Annually, as part of its goal setting retreat for the coming Fiscal Year, the Board shall, in conformance with specific criteria to be developed jointly by the Board and the Town Administrator and in conformance with generally accepted best management practices, evaluate the performance of the Town Administrator. The Town of Pepperell, at its discretion, may grant the Town Administrator an increase in salary based upon a satisfactory performance evaluation and successful completion of stated goals.

Section 6. Indemnification & Litigation

- 6.1 The Town shall defend, save harmless and indemnify, without limitation, 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 his/her duties as Town Administrator, even if said claim is brought/filed following his termination from employment. The Town (and/or its insurer) shall pay the amount of any settlement or judgment rendered thereon, and further, the Town (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Town Administrator.
- 6.2 In connection with those claims or suits involving the Town Administrator in his professional capacity and covered under Section 1 above, the Town, at its sole option, shall either retain and pay for an attorney to represent the Town Administrator (including all fees and costs) or reimburse the Town Administrator for any attorneys' fees and costs incurred by the Town Administrator in connection with same, providing the Town Administrator submits proper invoices and evidence of payment of same.
- 6.3 In the event the Town Administrator has left the service of the Town but has been called upon to provide a deposition, testimony, document review, or advice as an expert witness or party in litigation, the Town shall compensate the Town Administrator on a per diem basis of Six Hundred Fifty Dollars and No Cents (\$650.0) for such services. In addition the Town shall pay the ordinary and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.
- 6.4 This Section shall survive the termination of this Agreement.

Section 7. Term, Termination & Extension

- 7.1 The term of this agreement shall be for one (1) year from the date the agreement is first entered into above, unless sooner extended or terminated in accordance with the terms herein;
- 7.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Administrator to terminate this Agreement with a thirty (30) days written notice unless a shorter time shall be agreed to by the Board. The compensation and benefits to which the Town Administrator is entitled, and the services of the Town Administrator to which the Town is entitled, shall continue for the thirty (30) days following the Town Administrator's notice of termination. The Town Administrator agrees to provide prompt assistance in the hiring of a replacement of a Town Administrator if so requested.
- 7.3 Nothing in this Agreement shall prevent or otherwise interfere with the right of the Board to terminate this Agreement or to suspend the Town Administrator, with compensation and benefits, during any period of time it believes it needs to undertake an review of allegations of wrongdoing against the Town Administrator.

(a) Without Cause: If the Board shall do so without cause it shall provide a thirty (30) days written notice. The compensation and benefits to which the Town Administrator is entitled shall continue for the thirty (30) days following the Town's notice of termination. However, the Town Administrator may terminate the provision of services forthwith upon receipt of such a notice.

(b) With Cause: If the Town Board shall intend to terminate the Agreement with cause it shall provide the Town Administrator with a fourteen (14) days written notice of its intent to take such an action. The Town Administrator shall have fourteen (14) days from the receipt of which notice to request a full evidentiary hearing at which he may be represented by counsel at his own expense. The Board shall hold such a hearing within fourteen (14) days of the receipt of the notice from the Town Administrator. If the Town Administrator shall not request such a hearing, the Board's notice of intent to terminate shall be considered final upon the passing of fourteen days from the issuance of its initial notice.

(c) For the purposes of this Agreement, cause shall be defined as a material breach of the Agreement, a conviction for willful actionable felony criminal activity, excluding traffic violations, or gross misfeasance or malfeasance. For the purposes hereof, misfeasance or malfeasance shall not be deemed to exist if the issue at hand consists of matters involving the Town Administrator's management style or tactics or errors in judgment made in good faith, or refusal to implement Board directives which Town Counsel shall have determined to be unlawful or beyond the scope of their authority.

Section 8. Bonding

The Town shall pay the costs of all performance, fidelity, indemnity or other bonds provided on the Town Administrator for the benefit of the Town.

Section 9. Notice

All notices required or permitted under this Agreement shall be in writing and considered properly served if they are delivered by hand or certified mail with return receipt requested to the Town Administrator or to the last know residence of the Town Administrator or to the Town Clerk's office in the case of the Town.

If to the Town: Board of Selectmen c/o Town Clerk 160 Patriots Road East Templeton, MA 01438	If to the Town Administrator: 22 Lyford Road Spencer, MA 01562
---	---

Section 9 . General Provisions

- 4.1 This Agreement contains the entire understanding of the parties and no prior understanding, oral interpretation, unless executed in writing, shall be binding upon them.

- 4.2 This Agreement may be amended at anytime, in the same written manner as this original, by agreement between the parties.
- 4.2 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.
- 4.3 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Administrator.
- 4.4 This Employment Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.

IN WITNESS WHEREOF, the Town of Templeton, Massachusetts has caused this Agreement to be signed and executed on its behalf by the Chairman of its Board of Selectmen, via a unanimous vote on October 10, 2017, and the Town Administrator has signed and executed this Agreement, both in duplicate, on the day and year first above written.

TOWN ADMINISTRATOR

Carter Terenzini
Carter Terenzini

10/11/2017
Date

BOARD OF SELECTMEN

By Chairman

John Caplis
John Caplis, Chairman

10/11/2017
Date

On this 11th day of October, 2017 before me, the undersigned notary Public, Carter Terenzini, Town Administrator, and John Caplis, Chairman of the Board of Selectmen, personally appeared and proved to me through satisfactory evidence of identification, both being personally known to me, to be the person(s) whose name(s) are signed on the preceding or attached document in my presence.

Holly A. Young
Holly A. Young, Notary Public

Notarial
Seal of Notary:

