

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE TOWN OF TEMPLETON, MASSACHUSETTS  
AND  
ADAM D. LAMONTAGNE, TOWN ADMINISTRATOR**

This Agreement is made and entered into this 14<sup>th</sup> day of October, 2020 by and between the TOWN OF TEMPLETON, MASSACHUSETTS (the "Town") a corporate body politic, acting by and through its SELECT BOARD (the "Board"), the members thereof each acting in their official capacity and not as individuals, and ADAM D. LAMONTAGNE (the "Administrator") under the authority of MGL Ch. 41 §108N and the Revised By-Laws of the Town of Templeton Ch. 59 §59-5.

WHEREAS the Town desires to continue to engage the services of a Town Administrator to perform the services set forth herein; and

WHEREAS Adam D. Lamontagne is willing to undertake and perform the duties of said office.

NOW THEREFORE, in consideration of the mutual agreement as to services to be performed by and the responsibilities incumbent upon the Administrator and remuneration and benefits to be provided by the Town to the Administrator, the parties hereby agree as follows:

**1.) Term**

- a.) The services provided by the Administrator shall commence upon November 1, 2020 and shall expire on October 31, 2023, unless extended or terminated as set forth herein (the "Original Agreement").
- b.) No sooner than June 1, 2023 and no later than June 30, 2023, the Administrator may notify the Board of his desire to be granted, or the Board of its own volition may notify the Administrator of its intent of grant to him, an additional appointment for similar term of employ. The notified party shall respond within thirty (30) days and – if in the affirmative – the parties shall commence to negotiate a new employment agreement contract for said new appointment.

**2.) Duties**

The Administrator is the Chief Administrative Officer of the Town and shall perform the functions and duties required by Town By-laws, those obligations as contained in the Job Description attached hereto as Exhibit A, as if set forth and at length herein, and as lawfully required or directed by the Board.

**3.) Hours of Service**

- a.) The Administrator shall devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the office, and manage the affairs of the Town with which he is charged and the employees under his supervision. The work week shall normally consist of the four day Monday through Thursday week, or such other days as the Board may establish for the employees working in Town Hall, including evening and/or weekend hours for attendance at all meetings of the Board, and Annual and Special Town Meetings as well as periodic meetings of other Commissions and Agents of the Town as well as appropriate, related and affiliated regional and other organizations. The Administrator is an exempt employee under the Fair Labor Standards Act and is not entitled to receive overtime.
- b.) In recognition of the facts that the Administrator; (i.) may have to devote substantial time to properly discharge his duties, (ii.) is deemed an exempt employee for purposes of the Fair Labor Standards Act, and (iii.) is not granted any compensatory work time for hours worked, the Administrator will be allowed a flexible work schedule.
- c.) The Administrator agrees to remain in the exclusive employee of the Town and shall not accept other employment by any other employer. However, the term “employed” shall not be construed to include occasional teaching, counseling, writing, and consulting for others provided such activity does not consume more than five (5) hours per week, conflict with his responsibilities to the town or his ability to discharge his duties for the Town with undivided loyalty and fidelity, and has been the subject of approval by the Board before being commenced. Any such other employment may not be engaged in prior to January 1, 2022.

**4.) Salary**

The Town shall pay the Administrator, for his services performed under this Agreement and subject to the availability of funds and a satisfactory performance review as described below for FY'22 and FY'23, the following weekly salary during the following fiscal years:

FY 2021:	\$1,710.00
FY 2022:	\$1,825.00
FY 2023:	\$1,925.00

Such salary shall be payable in installments at the same time as other employees are paid, subject to applicable withholding, for their services to the Town. The Board shall determine, as the result of each performance review conducted in accordance with this Agreement, the merit of granting the specified increase to be awarded to the Administrator effective July 1, 2021 and then annually on July 1 thereafter. If the Board shall fail to conduct the performance review, the Administrator shall automatically be awarded the increase specified herein. The Board may, in its sole discretion and subject to the availability of funds, during said evaluation period or at any time, decide to award the payment of an additional non-accruing merit bonus for exemplary performance.

**5.) Benefits**

The Administrator shall be entitled to the benefits, in addition to his salary, of the Town's Personnel Policy (the "Policy") except as expressly added to or modified below:

**(a) Vacation, Personal & Sick Leave:**

All accrued vacation, personal and sick leave time on the Administrator's account as a result of his current employment with the Town shall be carried forward into this Agreement as shall his service time. Hereafter, he shall accumulate leave time as set forth in the Policy.

**(b) Communications & Laptop:**

In lieu of the Town providing to the Administrator a Town paid cell phone, for its ease of timely and continual communications with the Administrator, upon being notified of the telephone number, the Town shall reimburse the Administrator in an amount of \$10.00 per week, inclusive of all voice, text and data communications, during the time of his employ for his maintenance of a personal cell phone. Such reimbursement shall be payable on the same schedule as salaries are paid. The Town shall also provide a laptop computer to the Administrator for his work-related use while away from the office. Upon any termination of this Agreement, the Administrator shall return the laptop to the Town on or before the last day of service under this Agreement. The Administrator may offer to pay the fair market value of the laptop and installed software to transfer ownership from the Town to him, but the Town is not obligated to agree.

**(c) Accruals & Other Benefits:**

If the Town shall establish additional benefits for any or all of its non-unionized employees or modify an existing benefit for any or all of its non-unionized employees (*e.g.*, conversion of vacation, sick, and other paid leave time to a Paid Time Off program), the Administrator shall be eligible for those on the same terms and conditions. If there shall be any disparity between classes of non-unionized employees in any benefit, then the benefits offered the most favored class of non-unionized employees shall apply to the Administrator.

**6.) Transportation**

The Town recognizes the value of the Administrator's attendance at and participation in meetings, conferences and professional training. It shall be the responsibility of the Administrator to provide and pay for transportation in the ordinary service of the Town and to professional training within the State. The Administrator shall provide his own insurance coverage with respect thereto.

For ordinary automobile travel within the State, the Town shall reimburse the Administrator in the amount of Fifty Dollars and no cents (\$50.00) per week for, and inclusive of, all vehicle expenses. Such reimbursement shall be payable on the same schedule as salaries are paid. In addition, the Town shall also reimburse the Administrator for parking, tolls and other ordinary

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travel and per diem expenses upon presentation of itemization and proper documentation in accordance with the standard personnel policies of the Town.

For vehicular travel outside of the state, the Town shall reimburse the Administrator at the IRS mileage rate established as of January 1 preceding the Fiscal Year in which the reimbursements shall be made.

### **7.) Dues and Subscriptions**

The Town agrees to pay dues and subscription fees for the Administrator for the Massachusetts Municipal Managers Association (MMMA) MA Government Finance Officers Association (MAGFOA) and such other organizations, groups, and societies as may be budgeted for by the Town.

### **8.) Professional Development**

The Town recognizes the importance of the Administrator staying current on law and good management practices. The Town agrees to permit and pay for attendance at ordinary seminars and training sessions as they become available. The Town agrees to permit and pay for the Administrator to attend, during regular business hours, the annual state conference(s) of the MMMA, the MAGFOA, and the Massachusetts Municipal Association. Any other training or conference attendance shall be subject to funding and time availability as pre-approved by the Board.

It is expected that the Administrator will make a determination as to the reasonable relevance of his duties to the matters covered before attending any meetings, but it shall be presumed that the above specified sessions are relevant. The Town shall pay the ordinary and necessary expenses of air and/or ground transport (whichever shall be the lesser), lodging, meals, attendance fees, and sundry items relative to the Administrator's attendance at the foregoing.

### **9.) Absences**

The Administrator shall advise the Office of the Board of any anticipated or emergency absences from work. The Administrator shall also notify the entirety of the Board in advance of anticipated absences from work of greater than forty-eight (48) hours and the expected date of return.

### **10.) Performance and Evaluation**

The performance of the Administrator is paramount to the success of not only the full and part time staff, but to the success and standing of the town as a whole. The Board's expectation of professional conduct and skill are defined by a list of competencies that include the following: Effective Communication, Effective Leadership, Mediation Skills, Team Forming and Building, Demonstrated Knowledge, Professional Maturity, Writing Ability, Professional Development, Property and Contract Management, and Research Ability. These competencies form the basis of an annual review and may be further reviewed by the Board at any time.

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The list of competencies is in keeping with professional, experiential, and effective execution of duties of a chief executive; it is further meant to act as deciding factors in matters of performance or the judgement thereof. A demonstrated strength in any of these competencies may be evidence used for incentive compensation or other increases of benefits; conversely, a demonstrated weakness in these areas could trigger discipline per this employment agreement.

During the month of April, the Board, in accordance with specific criteria identified in the aforementioned competencies and any additional criteria developed jointly by the Board and the Administrator and in conformance with generally accepted management practices, shall review the performance of the Administrator for the preceding time period. Such reviews shall allow the Administrator an adequate opportunity to discuss the evaluation by the Board with the Board and allow the response of the Administrator to be incorporated with the evaluation of the Board prior to inclusion in the personnel record of the Administrator.

### **11.) Indemnification & Litigation**

The Town shall defend, save harmless, and indemnify, without limitation, the Administrator against any third party tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act, or malfeasance or misfeasance, while the Administrator is acting in good faith within the scope of his duties, even if such claim has been made following his termination from employment. The appointment of counsel to defend the Administrator shall be subject to the Administrator's consent, which; (i) shall not unreasonably be withheld or delayed, and (ii) shall be based upon the level of professional competence and expertise that said counsel shall be able to demonstrate in the area of the law that is the primary subject of the claim. The Town shall pay the amount of any settlement or judgment rendered thereon (except for willful, intentional, or criminal acts) and may compromise or settle any such claim or suit and pay the amount of any compromise or settlement without consulting the Administrator.

In the event the Administrator has left the service of the Town (except for cause) but is called upon to provide testimony, document review or advice as an expert witness or party in litigation on behalf of the Town, the Town shall compensate the Administrator on a per diem basis by the payment of \$500.00 per day for such services. The Administrator shall cooperate with the Town and its counsel on all reasonable requests. The Town shall also pay the ordinary and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.

This section shall survive the termination of this Agreement.

### **12.) Bonding**

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

**13.) Termination Without Cause**

Nothing contained herein shall prevent, limit, or otherwise interfere with the right of either party to terminate this Agreement for any reason or no reason at all with a ninety (90) day written notice unless such shorter time shall be agreed to by the other party, provided that the Board approves with 4 of 5 voting in the affirmative for termination. The salary and all benefits to which the Administrator is entitled shall continue for the ninety (90) days following the notice of termination, unless the Administrator terminates his daily services, at which time all payments and benefits shall cease. In the event that Administrator voluntarily terminates this Agreement with the Town and unless otherwise directed by the Town, the Administrator agrees to provide prompt assistance in the hiring of a replacement Administrator if so requested.

**14.) Discipline, Suspension of the Administrator, and/or Termination by the Board**

The following provisions of this contract shall apply to any discipline or termination of the Administrator:

- a.) In the event the Board believes there is or may be cause to discipline, suspend or terminate the Administrator, the Board will provide the Administrator with written notice within seventy-two (72) hours of its decision to hold such a hearing.
- b.) The written notice must contain a summary of the bases for the hearing. The Board shall schedule an evidentiary hearing at which the Administrator may be represented by counsel at his own expense. The Administrator shall have the right, subject to conformity to law, to determine whether the hearing will be held in open or executive session. Such hearing will be held no sooner than three (3) business days but no later than ten (10) business days of the date of the notice. At the completion of the hearing, the Board may take such action as it shall determine to be in the best interests of the Town.
- c.) The above notification periods may be extended or waived by written mutual consent of the parties.
- d.) The Board may provide discipline in any form (e.g. oral or written reprimand) up to and including suspension and termination.
- e.) If the matter is reconciled short of discipline, suspension, or termination, the Board and Administrator shall place in writing as soon as practicable thereafter, their agreement to the terms, conditions, if any, and understanding of the reconciliation of the matter. In the event no agreement is reached, each party shall have the right to place in the Administrator's personnel record its understanding of the outcome.
- f.) After hearing, the Board may suspend the Administrator without pay, except that suspension may be with pay for cause only for misfeasance, nonfeasance or malfeasance in office that does not rise to the level of willful actionable criminal activity. A term of suspension may bear no greater than a reasonably accepted relationship to the reason for the suspension.

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- g.) Cause shall be defined as a material breach of the Agreement, indictment (in the course of official duties), or conviction for willful actionable criminal activity, excluding traffic violations, or misfeasance, nonfeasance, or malfeasance in office. Misfeasance or malfeasance for the purposes hereof shall not be deemed to exist if the issue at hand consists of matters involving the Administrator's management style or errors in judgment or decisions made in good faith (excluding gross negligence), or refusal to implement Board directives which the Town Counsel shall have determined to be unlawful or beyond the scope of their authority.
- h.) Four of the five Selectmen must vote in favor of termination to be effective.

### **15.) Severance Pay and Rights**

The following provisions of this contract shall apply to any conditions of termination:

- a.) If the Administrator terminates this Agreement of his own free will and volition pursuant to Paragraph 14, then the Town shall only be responsible to pay the Administrator any accrued salary, and a final accounting of and pay for the balance of all unused absent leave and other benefits of value to which he is otherwise entitled.
- b.) If the Board terminates this Agreement with cause, the Administrator shall only be entitled to receive a final accounting of and pay for accrued salary, the balance of all unused paid leave, and other benefits of value to which he is otherwise entitled.
- c.) The Administrator is an at-will employee who may be terminated for any legal reason, or no reason at all. If, during the first year of this Agreement, the Board terminates this Agreement without cause, or the Administrator resigns upon the written request of the Board, the Town shall pay to the Administrator a single lump sum payment equivalent to one month's salary, communications and auto allowances, and one month of the Town's share of any health and dental benefits in which the Administrator is enrolled in at the time of notice of termination. Upon the commencement of year two and year three of this Agreement, said severance pay shall be increased to two months and three months respectively. The severance payment will only be made upon the execution of a full release of any and all claims against the Town. Such payment shall not eliminate the need for the Town to promptly pay to the Administrator, in accordance with law, any due wages, accrued leave time, pending reimbursements and the like.

The obligation of the Town to pay severance compensation, reimbursements, accrued and unused paid leave, sick leave buy-outs, or other items of value due to the Administrator on the date of termination shall survive any termination of this Agreement.

### **16.) 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

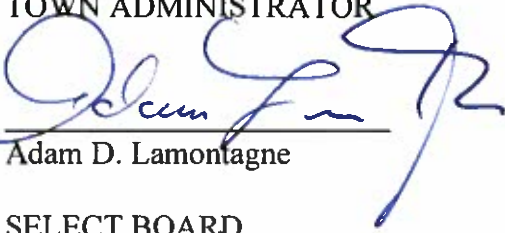




Lamontagne Employment Agreement

IN WITNESS WHEREOF the Town of Templeton causes the Agreement to be executed in its corporate name and its Select Board and Administrator have set their hands and seals, as of the day and year first written above.

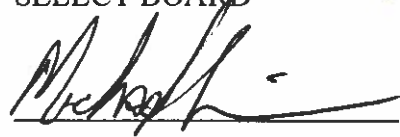
TOWN ADMINISTRATOR

  
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Adam D. Lamontagne

Date: 10/15/2020

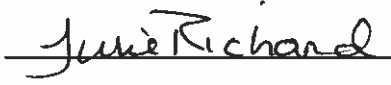
SELECT BOARD

 \_\_\_\_\_ Chair

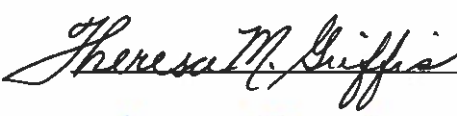
Date: 10/18/2020

 \_\_\_\_\_ Vice Chair

Date: \_\_\_\_\_

 \_\_\_\_\_ Clerk

Date: 10-19-2020

 \_\_\_\_\_ Member

Date: 10-16-2020

 \_\_\_\_\_ Member

Date: 10-17-2020