

**AN EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF HARDWICK
AND
TOWN ADMINISTRATOR**

THIS AGREEMENT, made and entered into this 28th day of May 2024, under Chapter 41, Section 108N by and between the Town of Hardwick, (the "Town"), Commonwealth of Massachusetts, a municipal corporation, acting by and through its Select Board (the "Board"), and the Town Administrator (the "Town Administrator"), WITNESSETH:

WHEREAS the Town desires to employ the services of Justine Caggiano as Town Administrator of the Town of Hardwick (Massachusetts General Laws, Chapter 41, Section 23A).

WHEREAS, it is the desire of the Board and the Town Administrator, to establish the conditions of employment and to contract for salary and benefits and set the salary of said Town Administrator,

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

WHEREAS Justine Caggiano is willing to undertake and perform the duties of Town Administrator of said Town.

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

Section 1. EMPLOYMENT:

The Board hereby employs Justine Caggiano, and Justine Caggiano hereby accepts employment as the Town Administrator of the Town of Hardwick.

Section 2. DUTIES:

The Town Administrator shall serve as the Chief Administrative Officer for the Select Board for the Town of Hardwick. She shall supervise, direct and be responsible for the efficient administration of all functions under her control as authorized by the Massachusetts General Laws, rules or regulations of the Commonwealth, Town By-Laws, Rules and Regulations of the Town of Hardwick, and such other duties and functions as the Select Board shall assign to her.

Section 3. HOURS OF WORK:

The Work week shall consist of normal business hours and other hours during which the Town Administrator will be required to attend meetings of the Select Board, and other departments and committees, as required, or necessitated for the proper performance of her duties and responsibilities, subject to all other provisions of this agreement. It is recognized that the Town Administrator must devote a great deal of time outside of normal business hours for the business of the Town.

If the Town Administrator is absent from the office for a full day for any reason, she shall notify the Chair of the Board.

Section 4. TERM:

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Administrator any time, subject to the provisions set forth in Section 6, paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Administrator to retire and/or resign at any time from her position with the Town, subject to the provisions set forth in Section 6, paragraphs A and B of this Agreement. In the event the Town Administrator voluntarily terminates her position with the Town before the expiration of the term of this Agreement, the Town Administrator shall give a minimum of ninety (90) days' notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

C. The Town Administrator agrees to remain in the employment of the Town until June 30, 2027, and neither to accept other employment, nor become employed by any other employer until said termination date unless said termination date is affected as otherwise provided in this Agreement. Notwithstanding the provisions of this section, the Town Administrator may teach on a part-time basis and perform occasional consulting services, outside the employee's regular work hours, so long as such teaching and consulting do not interfere with, or conflict in any way with, the Town Administrator's general duties to the Town, nor constitute a conflict under the terms of Chapter 268A of the General Laws of Massachusetts (the "Conflict of Interest Law").

Section 5. ADMINISTRATIVE LEAVE:

The Board may by written notice, place the Town Administrator on administrative leave with full pay and benefits at any time during the term of this Agreement. The Town Administrator may appeal the suspension to the Select Board. The Town Administrator shall be entitled to a public hearing, if she so requests, of such suspension. After the hearing, the Select Board, by a majority vote of the Board, shall determine whether the Town Administrator was suspended for just cause. If the Board finds just cause, then the suspension shall be sustained.

Section 6. TERMINATION AND SUSPENSION:

This Agreement may be terminated upon the occurrence of any of the following:

- A. Whenever the Board and the Town Administrator mutually agree to termination in writing.
- B. The retirement and/or resignation of the Town Administrator.

If the Town Administrator decides to resign or retire, she will not receive any severance pay but will be paid earned but unused vacation time.

C. The Board can terminate the Town Administrator at any time for just cause. If the Board should decide to terminate her for cause, the Town Administrator shall be provided with a thirty (30) day notice of their intent to terminate her together with a list of the reasons for the proposed discharge. Unless waived by the parties, the Town Administrator shall have the right to a hearing at which she will be entitled to present evidence, cross examine witnesses and be represented by counsel at her own expense.

After the hearing, any decision on the charges made by the Select Board shall be final.

D. If the Board votes to terminate the Town Administrator without cause, she will be given a six (6) month notice, in writing, and given severance pay of six (6) months' salaries. The provisions of this Section shall survive any termination of the Agreement.

E. The Board may by written notice, suspend the Town Administrator without full pay and benefits at any time during the term of the agreement. The Town Administrator may appeal the suspension to the Select Board. The Town Administrator shall be entitled to a public hearing, if she so requests, of such suspension. After the hearing, the Select Board, by a majority vote of the Board, shall determine whether the Town Administrator was suspended for just cause. If the Board finds just cause, then the suspension shall be sustained.

Section 7. COMPENSATION:

A. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary payable in accordance with the Town of Hardwick payroll schedule as other employees are paid.

Effective 7/1/2024 shall be paid at an annual rate of \$85,000, with a six-month evaluation.

The salary will be increased by 3% annually throughout the term of this contract, dependent on appropriation of funding.

B. Nothing herein shall prevent the increase of the Town Administrator's compensation by the Select Board at their sole discretion.

Section 8. TOWN ADMINISTRATOR EVALUATION:

A. The Board shall review and evaluate the Town Administrator every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly

by the Board and the Town Administrator. Further, the Chair of the Board shall provide an adequate opportunity for the Town Administrator to discuss her evaluation with the Board.

B. 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. They 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 9. VACATION:

A. The Town Administrator will be entitled to 3 weeks (15) days of vacation with pay during each twelve (12) months of employment, and each annual anniversary date of such date thereafter.

B. Vacation leave shall be scheduled by the Town Administrator with the approval of the Chair of the Select Board, so as not to conflict with the needs of the Town.

Section 10. SICK LEAVE:

The Town Administrator shall be entitled to annual sick leave to the same extent and with the same conditions defined in the Personnel Policies Handbook.

Section 11. PERSONAL LEAVE:

The Town Administrator shall be allowed three (3) personal days per year.

Section 12. HOLIDAYS:

The Town Administrator shall be entitled to the following holidays: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Section 13. 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 civil legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of her duties as Town administrator, brought by any third party, even if said claim has been made following her termination from employment, provided that the Town Administrator acted within the scope of her 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.

In the event that the Town wrongfully fails to defend the Town Administrator in accordance with her clause, the Town shall reimburse the Town Administrator in connection with such claims or suits involving the Town Administrator in her professional capacity.

This section shall survive the termination of this Agreement.

Section 14. NO REDUCTION OF BENEFITS

The Town of Hardwick agrees that the Town shall not at any time during this Contract reduce the salary, compensation, or other benefits of the Town Administrator, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town of Hardwick.

Section 15. OTHER BENEFITS:

Subject to this Agreement, all other provisions of the Town's By-Laws relating to general employee benefits, as they now exist or hereafter may be amended, shall also apply to the Town Administrator as they would to other employees of the Town, in addition to the benefits enumerated specifically herein for the benefit of the Town Administrator.

Cellular Phone. The Town agrees to provide the Town Administrator with a Town issued smart phone to be used for official Town Business. All usage and reporting of said Town phone shall be a public record, subject to attorney-client privilege. The cell phone shall be returned to the Town upon separation from employment.

Section 16. PROFESSIONAL DEVELOPMENT:

The Town agrees to pay for the travel and subsistence expenses of the Town Administrator for short courses, programs and seminars within Massachusetts that are necessary for her professional development and for the good of the Town, subject to the prior approval of the Board and subject to the availability of funds.

Section 17. DUES AND SUBSCRIPTIONS:

The Town agrees to budget and pay for the professional dues and subscriptions of the Town Administrator necessary for her membership in the following professional organizations: Mass Municipal HR Association, Small Town Administrators of Massachusetts (STAM) and the Massachusetts Municipal Managers Association, subject to the availability of funds.

Section 18. GENERAL EXPENSES:

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

Section 19. RENEWAL:

If the Board intends not to renew this Agreement for a further term, notice shall be given to the Town Administrator at least six (6) months in advance of the termination date of this Agreement. Failure to notify

the Town Administrator shall entitle her to six (6) months' severance pay. The provision of this Article shall survive any termination of the Agreement.

In addition, if the Town Administrator intends not to renew this Agreement, she will also provide a six (6) month notice to the Board.

Section 20. NOTICES:

All notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to her last known residence, in the case of the Town Administrator, or to the Chair of the Select Board, in the case of the Town.

Section 21. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

The Board, in consultation with the Town Administrator, shall fix any other terms and conditions of employment, as it may be determined from time to time, relating to the performance of the Town Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, or law.

SECTION 22. OTHER PROVISIONS:

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

Upon termination, resignation or retirement, the Town Administrator shall be paid for accrued time in accordance with the Personnel Policies Handbook.

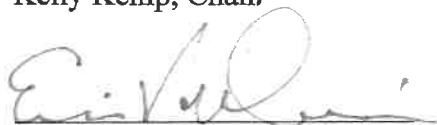
Section 23. GENERAL PROVISIONS:

- A. This Agreement shall become effective upon signing by both parties.
- B. This Agreement may be amended in writing at any time by mutual consent of the parties.
- C. For purposes of the Fair Labor Standards Act, the Town Administrator shall be deemed an exempt employee.
- D. In the event any of the provisions of this Agreement shall be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Hardwick, Massachusetts has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and the Town Administrator, and duly attested by its Town Clerk has signed both and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF HARDWICK


Kelly Kemp, Chair


Eric Vollheim, Vice Chair


William Tinker, Clerk

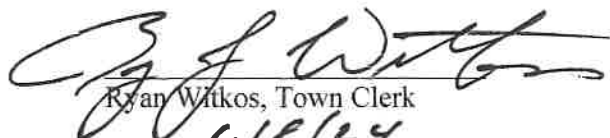
TOWN ADMINISTRATOR


Justine Caggiano

DATE:

6/5/2024

ATTEST:


Ryan Witkos, Town Clerk
6/18/24