

EMPLOYMENT AGREEMENT

BETWEEN

THE TOWN OF ACUSHNET, MASSACHUSETTS

AND

JAMES F. KELLEY, TOWN ADMINISTRATOR

THIS AGREEMENT made this TH 11 day of May 2022, between the Town of Acushnet, acting by and through its Board of Selectmen (hereinafter the "Town"), in accordance with the provisions of Massachusetts General Laws, and James F. Kelley (hereinafter the "Town Administrator");

WHEREAS, the Town is desirous of retaining the services of a Town Administrator for the administration of the Town; and

WHEREAS, the Town Administrator is willing to serve as the Town Administrator according to the terms and conditions of this Agreement, any applicable Town by-laws, and Massachusetts General Laws; and

NOW, THEREFORE, the Town and the Town Administrator hereby agree as follows:

AGREEMENT PERIOD - The Town Administrator shall serve for the period beginning July 1, 2022 to June 30, 2025 unless the Town Administrator's employment is terminated in accordance with this agreement.

FUNCTION DUTIES OF THE TOWN ADMINISTRATOR - The Town Administrator shall perform the duties specified in the Acushnet Town Charter and By-Laws, any Special Act, the Massachusetts General Laws and any such duties as the Board of Selectmen may from time to time legally assign him to do. The Town Administrator shall be responsible and accountable to the Board of Selectmen. He shall perform his duties in a professional and competent manner.

TERMINATION AND SEVERANCE PAY -

A) The Board may terminate the Town Administrator for Just Cause during the term of this Agreement and/or in accordance with the provisions of paragraph B below including the requirement for a "lump sum cash payment" defined therein.

B) In the event the Town Administrator is terminated by the Town other than for Just Cause or gross misconduct prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Administrator a lump sum cash payment equal to six (6) months aggregate salary during the first year of this Agreement, provided that a full legal release of claims against the Town, its officials, and its agents is executed by the Town Administrator, which amount shall be paid to the Town Administrator on or before the effective date of termination of his employment; provided however, that in the event the Town Administrator is terminated for gross

misconduct in office or just cause, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.

C) The Town Administrator shall be paid for all previously accrued but unused vacation time.

D) In the event the Town Administrator voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Administrator shall give the town six month written notice in advance, unless the parties agree otherwise or the Town Administrator is incapacitated.

COMPENSATION – For the fiscal year from July 1, 2022 to June 30, 2023, the Town Administrator shall be paid at a rate of Two Thousand Seven Hundred Forty Dollars and Fifty Cents (\$2,740.50) per week, which if paid on a bi-weekly basis is equal to Five Thousand Four Hundred Eighty-One Dollars (\$5,481.00), less all lawful withholdings and deductions. For the fiscal year from July 1, 2023 to June 30, 2024, the Town Administrator shall be paid at a rate of Two Thousand Seven Hundred Forty-Seven Dollars (\$2,747.00) per week, which if paid on a bi-weekly basis is equal to Five Thousand Four Hundred Ninety-Four Dollars (\$5,494.00), less all lawful withholdings and deductions. For the fiscal year from July 1, 2024 to June 30, 2025, the Town Administrator shall be paid at a rate of Two Thousand Eight Hundred and One Dollars and Fifty Cents (\$2,801.50) per week, which if paid on a bi-weekly basis is equal to Five Thousand Six Hundred and Two Dollars (\$5,602.00), less all lawful withholdings and deductions. If, in any fiscal year, a cost of living adjustment (COLA) for non-union employees of the Town exceeds 2%, then the Town Administrator shall receive an additional salary adjustment equal to the difference between 2% and the higher adjustment.

WORK SCHEDULE - Because of frequent evening and weekend obligations, as well as professional activities, it is expected that the Town Administrator shall average a minimum of 40 hours per week. (8:00 a.m.-4:00 p.m.) The Town Administrator is an exempt employee under the Fair Labor Standards Act and is not entitled to any overtime pay.

VACATION - The Town Administrator shall accrue up to Fifteen (15) vacation days for each fiscal year. The equivalent of Five (5) days may be carried forward into the next fiscal year by approval of the Board of Selectmen. The Town Administrator shall receive three (3) personal days per fiscal year.

HEALTH INSURANCE AND OTHER BENEFITS – The Town Administrator shall receive all of the benefits not contained herein equal to that of other, non-union employees of the Town of Acushnet including, but not limited to bereavement leave, jury duty, and holidays. The Town Administrator shall receive a town cell phone and a town laptop computer or comparable device for the term of this agreement. The Town Administrator shall receive all insurance and retirement benefits available to other employees of the Town of Acushnet, but not the Acushnet School District.

EXPENSES AND PROFESSIONAL DEVELOPMENT - For the term of this Agreement the Town shall pay the cost of professional memberships, subscriptions, and conference registrations subject to the prior approval of the Board of Selectmen. In addition, the Town Administrator shall be provided for other related expenses including, but not limited to, travel and subsistence

expenses for attendance of Massachusetts Municipal Association meetings and conferences, the Massachusetts Municipal Managers' Association meetings and conferences, and the Massachusetts Municipal HR Association meetings and conferences, subject to appropriation. The Town shall also pay the cost of the professional training involved in maintaining an MCPPO certification.

PERFORMANCE REVIEW - The Board of Selectmen and the Town Administrator shall mutually agree upon a format for an evaluation of his performance. The evaluation shall occur on or before the first of May, unless otherwise agreed upon between the parties. The Board of Selectmen and the Town Administrator shall mutually agree upon a series of annual goals, upon which the evaluation of his performance shall be based, by the First of September.

RENEWAL OF AGREEMENT - Subject to the approval of both parties, the Town and the Town Administrator have the right to re-negotiate, at any time, an extension of this agreement. If the town wishes not to renew this agreement upon expiration, it must provide written notice to the Town Administrator ninety (90) days prior to the expiration of the agreement.

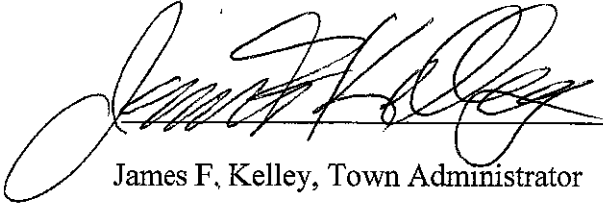
INDEMNIFICATION - To the extent permitted by law the Town shall defend, save harmless and indemnify the Town Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Administrator, even if said claim has been made following his or her termination from employment, provided that the Town Administrator acted within the scope of his duties. To the extent permitted by law 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 Town Administrator. To the extent permitted by law the Town shall reimburse the Town Administrator for any attorney's fees and costs incurred by the Town Administrator in connection with such claims or suits involving the Town Administrator in his professional capacity. To the extent permitted by law this section shall survive the termination of this Agreement. The provisions of this Section shall not apply to disputes between the Town and the Town Administrator regarding any of terms and provisions of this Agreement and further does not extend to any proceedings or disputes related to the suspension or termination of employment or other disciplinary actions brought by the Town under this Agreement.

MODIFICATIONS - No changes or modifications of this agreement shall be valid unless it shall be in writing and signed by the Board of Selectmen and the Town Administrator. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The Board of Selectmen may, however, increase the various benefits available to the Town Administrator, a record of which shall be attached to this agreement.


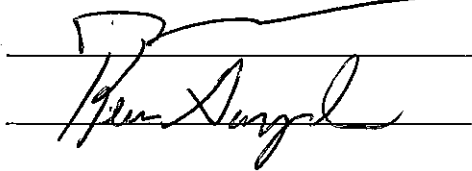
GENERAL PROVISIONS -.

- a) The text herein shall constitute the entire Agreement between the parties.
- b) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Administrator.

- c) 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.
- d) This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws of such state. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.


James F. Kelley, Town Administrator

Date: 5/11/22

Acushnet Board of Selectmen

Date:

Approved as to Legal Form:

Labor Counsel

Dated: _____