

**CONTRACT OF EMPLOYMENT
BETWEEN
TOWN OF PEPPERELL
AND
TOWN ADMINISTRATOR**

This agreement, made this 7th day of December, 2009 pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, as amended, by and between the Town of Pepperell, acting by and through its Board of Selectmen (“the Board”), and John F. Moak (“the Town Administrator”), witnesseth that:

WHEREAS, the Board desires to secure the services of John F. Moak as Town Administrator of the Town of Pepperell; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment and set the salary of said Town Administrator; and

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

WHEREAS, John F. Moak 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:

1. Employment. The Town hereby employs John F. Moak, and John F. Moak hereby accepts employment as Town Administrator of the Town of Pepperell.
2. Term. This contract shall be effective for the term of January 1, 2010 through December 31, 2012.

Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services and employment of the Town Administrator at any time, subject only to the provisions set forth in Section 14 of this Contract.

Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town Administrator to resign at any time from his position with the Town, subject only to the provisions set forth in Section 14 of this Contract.

3. Compensation. For performing the duties of Town Administrator, the Town shall pay the Town Administrator as follows:
 - (i) January 4, 2010 – June 30, 2010 – A weekly salary of \$1,800.75 which, if annualized, would equal \$94,000;
 - (ii) July 1, 2010 – June 30, 2011 – A weekly salary of \$1,800.75 which, if annualized, would equal \$94,000;
 - (iii) July 1, 2011 – June 30, 2012 – 0% to 2½% increase based upon the provisions of Section 12 of this contract
 - (iv) July 1, 2012 – December 31, 2012 – 0% to 2½% increase based upon the provisions of Section 12 of this contract

The Town and the Town Administrator agree that the Town shall pay the Town Administrator in equal installments pursuant to the Town's payroll cycle, less lawful withholdings and deductions. The Town Administrator agrees to direct deposit.

4. Duties. The Town Administrator shall perform the functions and duties as indicated in the attached job description for the position of Town Administrator, as well as the functions and duties of the Personnel Administrator as described in Article II of Chapter 31 of the Code of the Town of Pepperell, which are hereby incorporated into this Agreement and the Town Administrator shall supervise, direct and be responsible for the efficient administration of all functions under his control as delegated to him by the Board of Selectmen. The Town Administrator shall perform said duties and functions in a competent and professional manner. The Town Administrator shall be the hiring authority for all personnel within the Town Administrator/Board of Selectmen's office, subject to approval by the Board of Selectmen.
5. Employment Status – Hours. The Town Administrator shall be a salaried employee of the Town and as such shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, et seq.

In addition, as a municipal employee of the Town, under Chapter 268A of the Massachusetts General laws, the Town Administrator shall act in accordance with said Chapter specifically including but not limited to Section 23 of said Chapter.

The Town Administrator shall maintain regular office hours during the normal business week. The Town Administrator acknowledges that he shall attend (1) all meetings of the Board of Selectmen unless excused by the Chairman of the Board of Selectmen, (2) the Annual Town Meeting, (3) Special Town Meetings, and (4) such other meetings as may be required in the performance of his duties as Town Administrator of the Town. The Town Administrator shall devote his full time and attention to his duties as Town Administrator.

If the Town Administrator will be absent from the office for a full day for any reason, he shall notify the Chairman of the Board of Selectmen.

6. Vacation, Sick and Personal Leave.
 - a) The Town Administrator shall be entitled to twenty days of vacation leave per year. Vacation days not used may be accumulated and carried over to the next contract year; however, the Town Administrator will not be allowed to accumulate more than twenty-five vacation days at any given time.
 - b) The Town Administrator shall be entitled to sick leave in accordance with Chapter 31, Article V of the Code of the Town of Pepperell. In addition, the Town Administrator shall have a bank of 20 days of sick leave for the first two years of this contract. Upon the time when the Town Administrator could have earned 20 days of sick leave, this benefit will be removed. The purpose of this sick leave bank is for recovery time for any necessary medical procedures or an accident.
 - c) The Town Administrator shall be entitled to personal leave in accordance with Chapter 31, Article V of the Code of the Town of Pepperell.
 - d) The Town Administrator shall be entitled to Funeral Leave, and Jury Duty in accordance with Chapter 31, Article V of the Code of the Town of Pepperell.

7. Holiday Leave. The Town Administrator shall be entitled to holiday leave in accordance with Chapter 31, Article V of the Code of the Town of Pepperell.
8. Other Benefits.
 - a) The Town Administrator shall be entitled to all health and life insurance benefits to which other non-bargaining unit Town employees are entitled.
 - b) The Town Administrator shall be paid \$1,000 each year for opting to take only a single health care insurance policy when he is eligible for a family plan. A sum of \$2,000 will be paid each year if the Town Administrator opts not to take health care insurance from the Town of Pepperell. This payment to be made in July of the fiscal year following the fiscal year in which the Town Administrator exercised one of these options, and will be pro-rated during the first six months of this contract. The Town Administrator is eligible to join the Town of Pepperell health insurance plan at any annual registration date or at a qualifying event.
9. Professional Development.
 - a) The Town Administrator shall be given opportunities to develop his skills and abilities as a public administrator. Accordingly, the Town Administrator shall be allowed to attend courses, seminars and meetings relative to public administration which are approved in advance by the Board without loss of vacation or other leave. The Board may, in its discretion, pay for the cost of such programs. If the Board requires the Town Administrator to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses incurred by the Town Administrator in attending such programs.
 - b) The Town shall pay for the annual dues of the Massachusetts Municipal Managers Association (MMMA) and the Massachusetts Municipal Personnel Association (MMPA).
10. Travel Expenses.
 - a) 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.
 - b) The Town Administrator shall be reimbursed for tolls and parking expenses related to trips out of Town on Town business.
11. Indemnification. The Town will provide professional liability insurance for the Town Administrator in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, to provide legal counsel in defense of any action to which the Town Administrator is a party by reason of the alleged performance or nonperformance of his duties except as may relate to suspension or termination of his employment with the Town and to indemnify the Town Administrator in all claims made against him in the performance of his duties even if said claim has been made following termination from employment, including claims for any acts or omissions of the Town Administrator within the scope of Chapter 258 of the Massachusetts General Laws which do not subject the Town itself to liability under the provisions of said Chapter; provided, however, that the Town Administrator has acted in good faith. This section shall survive the term of this Agreement.

12. Performance Evaluation. The Board shall review and evaluate the performance of the Town Administrator in accordance with Chapter 31, Article IV of the Code of the Town of Pepperell.

Annually, the Board of Selectmen and the Town Administrator shall define measurable goals and performance objectives which they determine necessary for the proper operation of the Town, and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various objectives. 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.

13. Suspension. The Town may suspend, without a hearing but with notice, the Town Administrator with full pay and benefits at any time during the term of this Contract.

14. Termination.

This Contract may be terminated by either party as provided below:

- (a) By mutual written agreement, signed by the Board and the Town Administrator, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- (b) By the Town Administrator upon forty-five (45) days' written notice to the Board. Until the effective date of termination, the Town Administrator shall continue to perform his duties and shall, if requested, cooperate with the Board in a search for a successor; or
- (c) If the Town Administrator seeks employment from another employer in the first two years of this agreement; or
- (d) The Town shall have the right to request the resignation of or terminate the employment of the Town Administrator prior to the expiration of the term of this Agreement, by majority vote. In the event the Town Administrator resigns at the request of the Board or is terminated by such majority vote of the Board, the Town shall pay the Town Administrator a payment equal to sixteen (16) weeks aggregate salary, which shall be paid to the Town Administrator upon the effective date of his termination, subject to his execution of a release of claims prior to making said payment. In the event the Town Administrator is terminated for gross misconduct in office, the Town shall have no obligation to pay the severance provided for in this paragraph. In the event the Board of Selectmen asks the Town Administrator to resign or leave office, he shall be deemed to have been terminated by the Board for the purposes of severance, and for the purposes of unemployment compensation. This paragraph shall survive any termination of this Agreement.
- (e) In the event the Town Administrator's employment is terminated, this Agreement shall automatically be terminated.

15. General Provisions.

- a) This writing constitutes the complete agreement of the parties as of the date of execution, and supersedes any prior agreements. Any supplemental or additional agreement or amendment shall be effective only if in writing and signed by the Board and the Town Administrator.
- b) If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or a portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- c) In the event there is a significant change in the responsibility of the Town Administrator/Personnel Administrator, it is agreed that the contract can be amended in all aspects including compensation by agreement of the parties.

TOWN OF PEPPERELL
BOARD OF SELECTMEN

Joseph A. Sergi, Chairman

John F. Moak, Town Administrator

Patrick J. McNabb, Clerk

Date

Joseph Hallisey, III, Member