

TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT

This AGREEMENT is made pursuant to M.G.L. c. 41, § 108N between Nathan R. Boudreau, ("Mr. Boudreau" or "Town Administrator") and the Town of Hubbardston ("Town"), acting by and through its Board of Selectmen ("Board"), to set forth the terms under which Mr. Boudreau will be employed as the Hubbardston Town Administrator.

I. TERM

This Agreement shall be for a term beginning November 28, 2022 and ending on June 30, 2025, subject, however, to prior termination as written below.

If, by mutual agreement between the parties, the Town Administrator continues in office after the expiration of the term of the Agreement and there is no successor Agreement, the Town Administrator shall continue to receive the salary and benefits in effect at the time.

II. DUTIES

The Town Administrator will perform the duties set forth for the position in the Town Charter and any other duties as determined by the Board of Selectmen including as a result of the formal approval of the Town Administrator job description. The duties will include without limitation:

- Administration of policies and duties of the Board of Selectmen as specified by this Charter, Town Bylaws, or the Massachusetts General Laws;
- Attend all meetings of the Select Board, unless excused by the Chair or acting Chair, and provide the Select Board with information they require to form policies and make decisions relating to the operation of Town government functions for which they are responsible;
- Assist the Select Board with their budgetary responsibilities by assembling the budget requests of all departments, to include the Regional School District, into a unified document, by informing the Select Board of unusual budgetary matters that require their attention, by preparing a recommended budget for the approval of the Select Board to include a long- range Town fiscal plan that sets forth anticipated operating and capital expenditures, and by performing at the request of the Select Board special studies and analyses of the costs and benefits of Town programs;
- Keep the Select Board informed on practices and trends in other municipalities, and of hearings and laws of the Commonwealth and federal government;
- Provide the Select Board with information on anticipated problems;

- Facilitate communications between the Select Board and other Town Boards and Committees;
- Promote ease of public access to town information that is not otherwise restricted by law;
- Prepare the Warrant for all Town Meetings;
- Attend and speak at all Town Meetings on behalf of the Select Board on all matters on the warrant;
- Exercise supervisory responsibilities of the Select Board as delegated by them;
- Maintain an inventory of all Town-owned property;
- Establish and maintain the Town's Procurement;
- Recommend to the Select Board measures to improve Town government services, including recommendations on reorganizations, expansions and reductions in Town Departments;
- Make studies and investigations for the Select Board at its request or at his own initiative concerning matters pertinent to the Town government;
- Perform all other duties at the Board's request.

III. HOURS OF WORK

The Town Administrator will devote his full time and attention to the business of the Town during regular Town Hall hours and will work at least 40 hours each week. It is recognized that the Town Administrator must also devote a great deal of time outside the normal hours to the business of the Town. Therefore, the Town Administrator will be allowed to take reasonable time off from work when it will least affect the operations of the Town, with the approval of the Chair or Acting Chair. However, this time off shall not constitute an agreement that the Town Administrator can accumulate and be compensated for compensatory time.

The Town Administrator shall not engage in any other employment without the advance approval of the Board.

IV. PROBATIONARY PERIOD

The Town Administrator shall be subject to a probationary period ending June 30, 2023, during the probationary period the Town Administrator may be terminated for any reason or no reason, so long as it is not unlawful.

V. COMPENSATION

The Town agrees to pay the Town Administrator the following all-inclusive annual salary in installments on the same schedule as other Town employees:

- Effective November 28, 2022 the annual salary will be \$105,000 (One Hundred and Five Thousand Dollars), prorated at \$4,022.99 bi-weekly.
- Effective July 1, 2023, the annual salary will be \$110,000 (One Hundred and Ten Thousand Dollars), prorated at \$4,230.77 bi-weekly.
- Effective July 1, 2024, the annual salary will increase by the same COLA as other non-union employees as approved by the Select Board.

Unless expressly provided for in another section of this Agreement, the salary is the total monetary compensation due the Town Administrator from the Town.

VI. INSURANCE

The Town Administrator shall be eligible to participate in the Town's Health Insurance Plan, on the same terms as other employees, including the sharing of costs between the Town and the employee.

VII. VACATION

The Town Administrator shall be entitled to three weeks, or 120 hours, each fiscal year. Use of Vacation time shall be with advance approval of the Chair or Acting Chair. No Vacation time may be used during the first 90 days of employment.

VIII. PERSONAL DAYS

The Town Administrator shall be entitled to two personal days, 16 hours, each fiscal year.

IX. HOLIDAYS

The Town Administrator shall be eligible for the paid holidays under the terms set forth in the Town's Personnel Policy.

If the Town Hall is granted additional holidays in any year, the Town Administrator will be eligible as well, e.g. in years past the Select Board have closed the Town Hall on the day after Thanksgiving and the day before/after the 4th of July (depending on the calendar).

X. BEREAVEMENT LEAVE

The Town Administrator shall be eligible for the Bereavement Leave benefit under the terms set forth in the Town's Personnel Policy.

XI. CIVIC DUTY

The Town Administrator shall be eligible for the Jury/Civic Duty benefit under the terms set forth in the Town's Personnel Policy.

XII. SICK LEAVE

The Town Administrator will continue to receive the Sick Leave benefit provided under the terms set forth in the Town's Personnel Policy.

XIII. INDEMNIFICATION

Pursuant to Chapter 258, Section 13, the Town shall indemnify the Town Administrator from personal financial loss, all damages and expenses, including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars (\$1,000,000) arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the Town Administrator, at the time of such act or omission was acting within the scope of his official duties or employment. The Town will provide liability insurance coverage consistent with this indemnification. This indemnification shall survive the Town Administrator's separation from the employment of the Town.

XIV. PERFORMANCE EVALUATION

The Board of Selectmen and the Town Administrator will set annual goals and objectives for the Town Administrator. Attainment of said goals and objectives will be part of an annual evaluation of the Town Administrator. The evaluation shall be in accordance with the goals and objectives and any other criteria agreed upon by the Board and the Town Administrator. The Board shall provide the Town Administrator with a written statement of the findings of the Board and the Town Administrator shall have an opportunity to discuss his evaluation with the Board.

XV. PROFESSIONAL DEVELOPMENT AND EXPENSES

The Town Administrator shall be reimbursed for his out-of-pocket expenses incurred in conducting the business of the Town, including but not limited to: travel, mileage, tolls (other than normal commuting to and from work), and parking, subject to his compliance with any Town expense reimbursement process/policy.

The Town agrees to budget and to pay, subject to appropriation, for the professional dues, subscriptions and conference expenses of the Town Administrator necessary for his continuation and full participation in the MMA, STAM, MMHR, and MMMA which are necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Town, as agreed to by the Select Board. The Town Administrator shall submit all conference, reimbursements, and travel expenses to the Chair or Acting Chair for their review and approval.

The Town shall provide the Town Administrator with a laptop computer, a cell phone, and other electronic devices approved by the Board for him to use to perform his duties. Personal use of the devices will be allowed provided that such use complies with Town policies and does not interfere with the Town Administrator's performance of his duties for the Town. At the request of the Board, the devices will be returned to the Board upon the Town Administrator's conclusion of employment.

XVI. TERMINATION OF THE EMPLOYMENT OF THE TOWN ADMINISTRATOR DURING TERM OF CONTRACT

If there is just cause to suspend without pay or dismiss the Town Administrator, the Board can do so after notice to the Town Administrator and a hearing. For the purposes of this Agreement, "just cause" shall mean the existence of a reasonable basis for the Board's dissatisfaction with the Town Administrator, including without limitation for: poor performance, lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior that diminishes the Town Administrator's effectiveness in the position. A suspension without pay for just cause will suspend the Town's obligations under the Agreement for the term of the suspension. A dismissal for just cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement.

- A. The Town Administrator may end his obligations under this Agreement with (8) weeks written notice if the notice comes after completion of the Annual Town Meeting. Otherwise, the Town Administrator will give twelve (12) weeks' notice to the Board. No vacation time will be authorized during this period.

XVII. APPLICABLE LAW

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted. If any provision, or any portion thereof, contained in this Agreement is determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void, but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

XVIII. FUNDING

The monetary items called for by this Agreement are subject to an appropriation by Town Meeting, which shall be binding on the Town in each year, provided the Town Administrator meets his obligations under the Agreement.

XIX. NON RENEWAL OF AGREEMENT

The Board shall give the Town Administrator written notice of its intentions about renewing the Agreement no later than March 31, 2025, provided that the Town Administrator first notifies the Board in writing before March 1, 2025 that the Board has to give him written notice of its intentions about renewal no later than March 31, 2025 or the Agreement will be extended for a year, July 1, 2025 through June 30, 2026.

If the Board does not give written notice to the Town Administrator of its intentions not to renew the Agreement by March 31, 2025, and the parties fail to negotiate a successor contract by June 30, 2025, the Agreement will be extended for an additional year, July 1, 2025 through June 30, 2026.

XX. NOTICES

The Town Administrator agrees to keep the Board current on his personal mailing and email address and telephone numbers. Until such time as notices are provided to the Board of a different address, notices with respect to this Agreement or any other obligation between the parties shall be conclusively deemed to have been served at the last stated mailing and email address the Town Administrator provides to the Board.

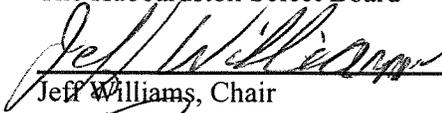
All notices to the Town of Hubbardston shall be directed to the Chair of the Select Board, 7 Main Street, Hubbardston, MA 01452, by first class mail.

XXI. ENTIRE AGREEMENT

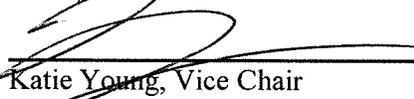
This is the entire Agreement between the parties. Any other Agreement between the parties made prior to, contemporaneously with, or subsequent hereto, shall not be binding upon them unless reduced to writing, dated and signed by both parties. This qualification shall not apply to those variations from the express terms of this contract which are expressly reserved to the Board by virtue of the language contained hereinabove.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on this 2nd of November, 2022.

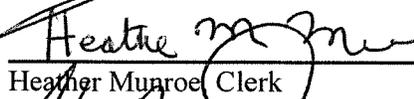
The Hubbardston Select Board



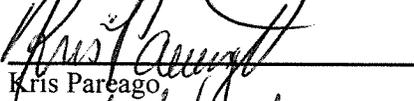
Jeff Williams, Chair



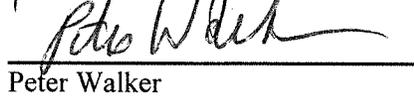
Katie Young, Vice Chair



Heather Munroe, Clerk



Kris Pareago



Peter Walker



Nathan Boudreau, Town Administrator