

**EMPLOYMENT AGREEMENT**

**BETWEEN**

**TOWN OF GRAFTON**

**AND**

**TOWN ADMINISTRATOR**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 22<sup>nd</sup> day of February, 2021, by and between the Town of Grafton, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Select Board, hereinafter called "Board" and Evan Brassard, hereinafter called "Town Administrator", as follows:

**WITNESSETH:**

WHEREAS, the Town desires to employ the services of Evan Brassard as Town Administrator of the Town of Grafton, as provided by Article 4 of the Grafton Home Rule Charter; and

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws may contract with the Town Administrator for such services; and

WHEREAS, in accordance with Section 4-2 of the Town Charter, it shall be the function of the Town Administrator to be the Chief Administrative Officer; and

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

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

WHEREAS, Evan Brassard, agrees to accept employment as Town Administrator of said Town, in accordance with the terms and conditions of this Agreement.

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

## **Section I, Functions and Duties of the Town Administrator.**

The Town hereby offers to employ said Evan Brassard as Town Administrator of said Town, and the Town Administrator accepts said offer. The Town Administrator shall be the Chief Administrative Officer of the Town. The Town Administrator shall perform the duties specified in the Massachusetts General Laws and the Town Charter and such other duties as the Board shall from time to time legally assign to his. The Town Administrator shall perform his duties in a professional and competent manner.

## **Section II, Term.**

This Agreement shall have a term of February 22, 2021 through February 28, 2024, subject to the provisions of the Grafton Home Rule Charter Article 4-1, which stipulates that the appointment of the Town Administrator shall be for an indefinite term. The Agreement shall be for a term of three (3) years, subject to Section XII, and shall be binding on the Town in each year of its duration.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the employment and services of the Town Administrator at any time, and for any reason, subject to the provisions set forth in Section III of this Agreement and Article 4 of the Town Charter.

## **Section III, Termination and Severance Pay.**

- A. The Board may terminate the Town Administrator in accordance with Article 4 Section 4-5 of the Town Charter.
- B. In the event the Town Administrator is terminated by the Town prior to the expiration of the term of this Agreement, and the Town Administrator is otherwise willing and able to perform his duties under this Agreement, the Town agrees that it shall pay to the Town Administrator a lump sum severance payment equal to three (3) months aggregate salary in year one of this agreement, and increasing to six (6) months in years two and three; provided, however, that in the event the Town Administrator is terminated under the procedures set forth in Section 4-5 of the Town Charter, the Town shall have no obligation to pay the severance provided for in this paragraph.
- C. 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 two (2) month's written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. In the event of a voluntary resignation, the benefits enumerated in Subsection B above will not apply.
- D. Subsection B of this Section shall survive any termination of this Agreement.

#### **Section IV, Salary.**

The Town agrees to pay the Town Administrator for services rendered under this Agreement an annual base salary of \$160,000, subject to applicable withholdings and deductions. Upon achievement of a satisfactory annual performance evaluation, as set forth below, by the Board, an annual base wage increase of up to 2.0% per year, effective May 1 following the annual performance evaluation, may be awarded. Said salary shall be payable in installments at the same time as other employees of the Town are paid.

#### **Section V, Town Administrator Evaluation.**

- A. The Board shall review and evaluate the Town Administrator every year by April 30<sup>th</sup>, unless the Board and the Town Administrator agree to a later date. Said review and evaluation shall be based on the evaluation tool and annual goals and objectives developed by the Board, subject to the input of the Town Administrator. The Board shall establish or amend the evaluation tool by May 1<sup>st</sup> of each year. These goals and objectives may be added to or deleted from as the Board may from time to time determine, in consultation with the Town Administrator. Further, the Chair of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Administrator to discuss his evaluation with the individual Board members prior to the public meeting.
- B. Annually, the Board, subject to the input of the Town Administrator, shall define the goals and objectives that it determines 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.
- C. At the approximate mid-point of each annual evaluation cycle (beginning May 1 of each year), the Board shall meet with the Town Administrator to review the Town Administrator's progress toward goals and objectives, and, if necessary, to amend its goals and objectives for the Town Administrator, subject to the Town Administrator's input, or to re-adjust their priority for the remainder of the evaluation cycle. The Board may also use this meeting to provide other feedback to the Town Administrator for his professional growth and development.

#### **Section VI, Hours of Work.**

The Town Administrator will devote his full-time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board.

It is recognized that the Town Administrator is a professional position and requires a great deal of time outside of normal office hours to the business of the Town, and that, as a result, the Town Administrator will have the flexibility to adjust his schedule as needed with notification to his office staff. It is understood that the Town Administrator shall

also generally participate in all Select Board's Meetings, Town Meetings, and other meetings at which his attendance would be beneficial to the orderly conduct of the Town's business and operations.

**Section VII, Benefits.**

- A. The Town Administrator shall be eligible for group benefits plans on the same terms and under the same conditions as non-bargaining unit Town employees. He shall be entitled to all the benefits set forth in the Town's Personnel By-law unless otherwise stated herein.
- B. Vacation. The Town Administrator shall be entitled to accrue four (4) weeks paid vacation per contract year. Unused vacation days may be carried over from one contract year to another up to a maximum of ten (10) days. No cash payments will be made in lieu of unused vacation time that exceeds the ten (10) days allowed to be carried over. Unused vacation time shall be paid in full to the Town Administrator upon termination.
- C. Professional Development Leave. Should the Town Administrator attend the International City Management Association's (I.C.M.A.) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from his vacation leave and shall be considered as professional development leave.

**Section VIII, Professional Development.**

- A. The Town agrees to pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes and seminars that are necessary for his professional development and for the good of the Town, subject to the prior approval of the Board Chair and subject to the availability of an appropriation.
- B. The Town shall pay the Town Administrator's registration fees(s), travel and subsistence expenses to and from the Massachusetts Municipal Association Annual Conference, and the ICMA Annual Conferences, subject to availability of funds.
- C. The Town agrees to pay for the professional dues and subscriptions of the Town Administrator necessary for his membership in the International City Management Association (I.C.M.A.) and the Massachusetts Municipal Administrators' Association.

**Section IX, Professional Expenses.**

- A. The Town agrees to reimburse the Town Administrator, subject to Town Meeting appropriation, for the use of the Town Administrator's personal vehicle for official purposes at the rate of \$400 per month.
- B. The Town shall provide a portable computer, a smartphone, or combination of such technologies, as determined by the Board, for the Town Administrator's use. The

equipment shall remain the property of the Town. The Town shall also provide the connective service for said devices to operate.

**Section X, Indemnification.**

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 termination from employment, provided that the Town Administrator acted within the scope of his official duties and in good faith, and further provided that such alleged act or omission shall not constitute gross negligence or a wrongful intentional act 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 the Town Administrator.

The Town shall reimburse the Town Administrator for reasonable 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; provided said counsel shall, in the event of an insured claim, be provided by the Town's insurance carrier.

This section shall survive the termination of this Agreement.

**Section XI, Bonding.**

The Town shall bear the full cost of any fidelity or other bonds required of the Town Administrator under law. The Town Administrator must be bondable.

**Section XII, Non-Renewal of Agreement.**

If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Administrator written notice at least six (6) months in advance of its intent not to renew this Agreement. If the Board fails to give such written notice, this Agreement shall be extended for an additional one year period. If the Town Administrator elects not to seek a renewal of his employment agreement, he shall notify the Board by the same date.

**Section XIII, No Reduction in Benefits.**

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Administrator, except to the degree such a reduction is across the board for all other non-union, non-contract employees of the Town.

**Section XIV, Notices.**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. TOWN: Chair, Select Board  
30 Providence Road  
Grafton, MA 01519
2. TOWN ADMINISTRATOR: Evan Brassard  
253 Stafford Road  
Monson, MA 01057

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section XV, 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. For the purposes of the Fair Labor Standards Act, the Town Administrator shall be an "exempt employee."


IN WITNESS WHEREOF, the Town of Grafton, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate.

TOWN OF GRAFTON

Acting by and through  
Its Select Board

  
\_\_\_\_\_  
Peter Carlson, Chair

  
\_\_\_\_\_  
Doreen Defazio, Vice Chair

  
\_\_\_\_\_  
Colleen Roy, Clerk

  
\_\_\_\_\_  
Mat Often, Member

\_\_\_\_\_  
Edward A. Prisby, Member

DATE: 2/18/21

TOWN ADMINISTRATOR

  
\_\_\_\_\_  
Evan Brassard

DATE: 2/23/2021

Approved as to Legal Form

\_\_\_\_\_  
Labor Counsel

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, the Town of Grafton, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate.

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Acting by and through  
Its Select Board

TOWN ADMINISTRATOR

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Doreen Defazio, Vice Chair

\_\_\_\_\_  
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\_\_\_\_\_  
Mat Often, Member

\_\_\_\_\_  
Edward A. Prisby, Member

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Legal Form

  
\_\_\_\_\_  
Labor Counsel

DATE: 2/11/21