

**EMPLOYMENT AGREEMENT
BETWEEN THE
TOWN OF HOPEDALE
AND
TOWN ADMINISTRATOR, DIANA SCHINDLER**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 13th day of April, 2020, by and between the Town of Hopedale, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called "Board" and Diana Schindler, hereinafter called "Town Administrator", as follows:

WITNESSETH

WHEREAS, the Town desires to employ the services of Diana Schindler as Town Administrator of the Town of Hopedale;

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

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

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

WHEREAS, Diana Schindler, agrees to accept employment as Town Administrator of said Town.

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 Diana Schindler as Town Administrator of said Town, and the Town Administrator accepts said offer of employment. The Town Administrator shall be the Administrative Officer of the Town. The Town Administrator shall perform the duties specified in the Town Bylaws and such other duties as the Board shall for time to time legally assign to her.

Section II. Term

The Agreement shall become effective April 13, 2020, and shall be in full force and effect until June 30, 2023. The Agreement shall be for a term of three (3) years, subject to Section XIII, and shall be binding on the Town in each year of its duration.

Section III Termination and Severance Pay

- A. Board may terminate the Town Administrator for just cause during the term of the Agreement.

- B. In the event the Town Administrator is terminated by the Town 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 four (4) months aggregate salary, which amount shall be paid to the Town Administrator on or before the effective date of termination of her employment; provided, however, that in the event the Town Administrator is terminated for gross misconduct in office, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.
- C. 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 the Town sixty (60) days written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.
- D. Subsection B of this Section shall survive any termination of this Agreement.

Section IV. Salary

- A. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$105,000.00 subject to applicable withholdings and deductions effective _____ 2020, and continuing through June 30, 2021, payable in installments at the same time as other employees of the Town are paid.
- B. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$106,680.00 subject to applicable withholdings and deductions effective July 1, 2021, and continuing through June 30, 2022, payable in installments at the same time as other employees of the Town are paid.
- C. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$108,813.00 subject to applicable withholdings and deductions effective July 1, 2022, and continuing through June 30, 2023, payable in installments at the same time as other employees of the Town are paid.
- D. If the Town Administrator continues in office after the expiration of this Agreement, and there is no successor Agreement, she shall continue to receive the latest salary under this Section and the same benefits under this Agreement, until such time as her salary and benefits shall otherwise be provided for by the Town or she ceases to be employed by the Town.. This subsection shall survive the termination of this Agreement.

Section V. 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 Chairman of the Board shall provide the Town Administrator with a written summary statement of the evaluation findings of Board members and shall provide an adequate opportunity for the Town Administrator to discuss her evaluation with the Board. The individual evaluation of Board members shall be part of the Town Administrator's personnel file.

- B. Annually the Board and 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, with said goals and objectives to be reduced to annual operating and capital budgets and appropriations provided by the Town and events that occurred during the year.

Section VI. Hours of Work

- A. The Town Administrator shall devote full time 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.
- B. It is recognized that the Town Administrator must devote a great deal of time outside the normal office hours to the business of the Town and to that end, the Town Administrator will be allowed to take reasonable time off as he/she shall deem appropriate during said normal office hours.

Section VII. Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty and Disability Insurance

- A. The Town shall provide the Town Administrator a health insurance policy similar to other Town employees. The Town shall pay eighty percent (80%) of the premium and the Town Administrator shall pay twenty percent (20%) of the premium.
- B. The Town Administrator shall be granted four (4) weeks paid vacation per contract year effective July 1, 2020. A week shall be defined as five (5) working days. One week of unused vacation days may be carried over from one year to another.
- C. The Town Administrator shall be granted fifteen (15) sick days a year. Unused sick days may be accumulated from year to year.
- D. Any unused vacation termination at the renewal of the Agreement shall carry over and be credited to the Town Administrator if the Agreement is extended.
- E. The Town Administrator shall receive the following paid holidays;

New Year's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Christmas Day

Veteran's Day
Thanksgiving Day
Presidents' Day
Patriot's Day
Martin Luther King Day

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Sunday, the following Monday shall be observed as the holiday.

- F. Upon the death of the Town Administrator's spouse or her children, the Town Administrator will be granted five (5) working days without loss of pay. Upon the death of the Town Administrator's mother, father, mother-in-law, father-in-law,

sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Town Administrator will be granted leave of three (3) days without loss of pay.

- G. The Town Administrator shall be granted three (3) days personal leave each contract year.
- H. In the event that the Town Administrator serves as a juror in a federal court or in the Courts of the Commonwealth, she shall receive from the Town the difference between her salary and the compensation received for such jury services, exclusive of any travel or other allowance; provided, however, he/she shall receive her full pay for her first three (3) days of service for the Commonwealth of Massachusetts.
- I. Should the Town Administrator attend the International City Management Association (I.C.M.A.) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from her vacation leave and shall be considered professional development leave.

Section VIII. Professional Development

- A. The Town agrees to pay, with prior approval of the Board of Selectmen, for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes, seminars that are necessary for her professional development.
- B. The Town shall pay the Town Administrator's registration fee(s), travel and subsistence expenses to and from the Massachusetts Municipal Association Annual Conference and the Massachusetts Municipal Manager's Association Annual Spring Conference.

Section IX. Dues and Subscriptions

- A. The Town agrees to pay, with prior approval of the Board of Selectmen, for the professional dues and subscriptions of the Town Administrator necessary for her membership in the following professional organizations;

American Society for Public Administration (A.S.P.A), Massachusetts Municipal Managers' Association, and any other professional organizations deemed necessary and desirable for her continued professional participation, growth and advancement and for the good of the Town.

Section X. Expenses

- A. The Town Administrator shall be reimbursed for any expenses incurred in the performance of her duties, or as an official representative of the Town, including attendance by her at civic or social events.
- B. The Town Administrator's duties require that she be on duty and available 24 hours a day / 7 days a week.
- C. If the Town Administrator leaves the employment of the Town and services as a witness in depositions, trials, or administrative proceedings, for the benefit of and at the request of the Town, she shall be paid for each day of preparation and attendance

at the trial on a per diem basis based on her salary at the time of her separation from employment from the Town.

D. This Section shall survive the termination of this Agreement.

Section XI. Indemnification

- A. The Town shall defend, hold 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 action or omission occurring in the performance of her duties as Town Administrator, 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 to any settlement or judgement render thereon without recourse to the Town Administrator.
- B. The provisions of this Section shall not apply to disputes between the Town Administrator and the Town regarding the Town Administrator's employment or concerning any of the terms and conditions of this Agreement.
- C. The Town shall have the discretion to determine whether or not to assign counsel or reimburse the Town Administrator for attorney's fees and costs in connection with such claims and suits.
- D. This section shall survive the termination of this Agreement.

Section XII. Bonding

- A. The Town shall bear the full cost of any fidelity or other bonds required of the Town Administrator.

Section XIII. Non-Renewal of Agreement

- A. If the Board decides that it does not wish to renew this Agreement at its expiration, the Board shall give the Town Administrator written notice of its intent not to renew this agreement at least (6) six months in advance of the expiration of this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional (6) month period.
- B. If the Board does not give notice of non-renewal, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional (6) month period.

Section XIV. Other Terms and Conditions of Employment

- A. All provisions of the Laws of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Administrator as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Administrator, except as otherwise provided by this Agreement.

- B. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.**

Section XV. No Reduction in Benefits

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

Section XVI. 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 of Board of Selectmen
78 Hopedale St.
Hopedale, MA 01747**
- 2 ADMINISTRATOR
Diana Schindler
19 Cemetery St. #19
Hopedale, MA 01747**

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as 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 XVII 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 for the Town Administrator.**
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remaining 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 Hopedale, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate.

TOWN OF HOPEDALE
Acting by and through its Board of Selectmen


Brian R. Keyes, Board of Selectmen Chairman

Date: 4/13/2020

Attest to Signature:

Lisa Pedrolli, Town Clerk

Date: _____

I certify there is an appropriation in Account 01-123-5100-5110 Salary Wages Permanent to fund this contract.

Town Accountant

TOWN ADMINISTRATOR


Diana Schindler

Date: 4/13/2020

Approved as to Legal form:

Town Counsel

Date: _____

Date: _____

2020 APR 15 AM 11:34
HOPEDALE TOWN CLERK

