

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF HANSON AND
LISA GREEN**

THIS AGREEMENT, made and entered in accordance with Chapter 41, Section 108N of the Massachusetts General Laws this 21 day of April, 2021 by and between the Town of Hanson, Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, hereinafter called "Town" or "Board", and Lisa Green, hereinafter called "Interim Town Administrator".

WITNESSETH:

WHEREAS, the Board desires to employ the service of said Lisa Green as Interim Town Administrator of the Town of Hanson; and

WHEREAS, the Board desires to engage in a transition period to allow for training by the current Town Administrator until the commencement of the fiscal year; and

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws, may contract with a person performing the duties of a town administrator, such as the Interim Town Administrator; and

WHEREAS, it is the desire of the Board to establish a contract providing for the benefits, conditions of employment and working conditions of said Interim Town Administrator; and

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

WHEREAS, the Interim Town Administrator represents that she is qualified and capable of performing the duties and responsibilities of said position, and

WHEREAS, Lisa Green desires full time employment as Interim Town Administrator of said Town and to use her best efforts, skills, abilities and training to carry out the duties and responsibilities;

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

SECTION 1 FUNCTIONS AND DUTIES OF THE INTERIM TOWN ADMINISTRATOR

A. For the period from April 21, 2021 through June 1, 2021, the Town hereby appoints Lisa Green to serve as Assistant to the Town Administrator under his supervision and until his last day of employment; and effective June 2, 2021, the Town hereby and hereafter appoints Lisa Green as Interim Town Administrator pursuant to and in accordance with Chapter 41, Section 23A of the Massachusetts General Laws, as amended, and Lisa Green hereby accepts appointment as Interim Town Administrator of the Town of Hanson.

B. The Interim Town Administrator shall be the Chief Administrative Officer of the Town. The Interim Town Administrator shall perform the duties specified in the Interim Town Administrator's job description, as may be amended from time to time by the Board of Selectmen, as well as the duties specified in the Acts of 2006, Chapter 41, known as "An Act Establishing a Town Administrator in the Town of Hanson", as well as all applicable bylaws, rules and regulations, votes of the Board of Selectmen, general or special laws, and to perform such other legally permissible and proper duties and functions as the Board of Selectmen shall from time to time assign and/or are normally within the range of duties and responsibilities performed by a person holding the position of Interim Town Administrator. As the Chief Administrative Officer of the Town, the Interim Town Administrator shall ensure the efficient and effective operations of the Town by managing with fiscal responsibility and constraint, with due regard to employee relations and accountability, and with forward thinking innovation as to goals and needs of Town operations.

SECTION 2 TERM

A. The term of this contract shall be from April 21st, 2021 until June 30, 2022.

B. This contract shall be formally reviewed prior to its expiration. It shall be the goal of the parties to determine whether or not this agreement shall be renewed at least seventy-five (75) days prior to its expiration. The Interim Town Administrator shall be advised in writing of the Board's decision to renew or not to renew this agreement at least sixty (60) days prior to its expiration date, to wit: May 2, 2022. There shall be no automatic extension if the Board provides notice in accordance with this provision. If the Board decides to renew the agreement, then either the Interim Town Administrator or the Board may request that the provisions be renegotiated with mutually satisfactory terms. Should the parties fail to reach agreement on a successor contract by the expiration of this agreement following the expiration of the notice period, then the terms of this agreement shall continue unchanged, subject to termination with thirty (30) days notice. The Interim Town Administrator shall notify the Board by the first week in April of the non-renewal deadline.

C. It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal or require a hearing.

D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board of Selectmen to suspend and/or terminate the services of the Interim Town Administrator at any time, subject only to the provisions set forth in Section 3 of this agreement, and any other applicable law.

SECTION 3 PROBATIONARY PERIOD

A. The Interim Town Administrator shall actually perform the duties of such position on a full-time basis on a probationary basis for a period of six (6) months, to wit: April 21st, 2021 through October 21st, 2021 (the "Probationary Period").

B. During the Probationary Period, the Interim Town Administrator shall be deemed an employee at will whose removal or dismissal shall be without recourse at any time. The Parties agree that there is no expectation of continued employment during this period, and the Interim

Town Administrator, by vote of the Board of Selectmen, may be dismissed at any time, with or without cause, for good reason or no reason at all.

C. At the discretion of the Board of Selectmen, this probationary period may be extended with notice to the Interim Town Administrator.

SECTION 4 SUSPENSION, TERMINATION & SEVERANCE PAY

A. The Board may terminate the Interim Town Administrator during the Probationary Period, or an extended probationary period, with or without cause, for good reason or no reason at all, without requiring a hearing.

B. The Board may place the Interim Town Administrator on paid administrative leave to investigate charges against the Interim Town Administrator or otherwise evaluate contemplated disciplinary action by notifying the Interim Town Administrator in writing of its decision at any time during the term of the Agreement. Said decision to place the Interim Town Administrator on paid administrative leave shall not be construed as discipline or be subject to the hearing requirements specified herein.

C. The Board may suspend, discharge, or otherwise discipline the Interim Town Administrator for good cause shown subject to the hearing, notification and severance provisions set forth in this Section 4.

i. Good cause shall include, but not be limited to the following: incapacity, namely the inability to perform services for a period of six (6) months or longer, except for medical reasons; malfeasance, namely felonious criminal misconduct or such other similar intentional or deliberate acts involving moral turpitude, whether or not such acts are committed in the course of employment with the Town; inefficiency, namely the inability to complete assignments in a timely manner on a routine basis in accordance with principals of reasonable care; neglect, namely failure to perform the duties of the position in a reasonably competent manner; insubordination, conduct unbecoming, misconduct, or for other good cause shown.

D. In the event of contemplated discipline, including discharge, the Board shall provide the Interim Town Administrator with five (5) business days' notice of the meeting. The Interim Town Administrator shall be notified in writing of the intended discipline and given a written statement of reasons and causes for calling for such discipline. If Interim Town Administrator so requests, she shall be given a hearing before the Board at such meeting, which shall be public or private at the discretion of the Interim Town Administrator, and at which the Interim Town Administrator may be fully represented by counsel, present evidence, and call witnesses to testify on her behalf, and examine them.

E. In the event that the Interim Town Administrator is terminated by the Board during such time that she is willing and able to perform her duties under this agreement, except for cause as set forth in paragraph C herein, or in the event the Interim Town Administrator resigns following a formal suggestion by the Board that she resign before the expiration of the then applicable term of employment, then the Board agrees to pay the Interim Town Administrator a lump sum cash payment equal to one month's salary plus accrued and unused vacation time ("Severance

Payment”), which amount shall be paid to the Interim Town Administrator on or before the effective date of termination of her employment. The Board agrees to continue the Interim Town Administrator on the health insurance plan for a period of one month and the premium amount paid by the Town and the Interim Town Administrator shall be the same as for town employees covered under the Personnel Plan. This section shall survive the termination of this agreement.

F. In the event that the Interim Town Administrator is terminated for good cause, the Town shall have no obligation to pay the Severance Payment, except unused and accrued vacation leave.

G. In the event the Interim Town Administrator voluntarily resigns her position with employer before expiration of the aforesaid term of employment, then the Interim Town Administrator shall give the Board sixty (60) days’ notice, unless the parties otherwise agree in writing. In the event that the Interim Town Administrator voluntarily resigns, she shall not be eligible for the Severance Payment, except unused and accrued vacation leave.

H. Upon termination or resignation, the Interim Town Administrator shall immediately return all Town equipment, including, but not limited to mobile phones, laptops, keys, and official Town records, proprietary information and documents in his possession. She shall also provide any passwords or access information to any Town records or data upon request.

I. The acceptance by the Interim Town Administrator of the Severance Payment provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, inclusive of payment under the Wage Act, that the Interim Town Administrator may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

SECTION 5 SALARY

A. All salary and fringe benefits provided in this agreement and obligations of the parties are subject to annual appropriation through the budget process, except for compensation owed as unused but accrued vacation leave pay, which shall nonetheless be an obligation of the Town under this contract. This section shall survive the termination of this agreement.

B. The Town and the Interim Town Administrator agree that the Town shall pay the Interim Town Administrator in equal installments pursuant to the Town’s payroll cycle, less lawful withholdings and deductions. The Interim Town Administrator agrees to receive this compensation via direct deposit.

C. The annual salary of the Interim Town Administrator shall be as follows:

- i. From April 21, 2021 – June 30, 2021 \$100,100 *pro-rated* (\$1,925 weekly);
- ii. From July 1, 2021 – June 30, 2022 \$128,000 (\$2,461.54 weekly)
- iii. If the Interim Town Administrator has not received a notice of non-renewal at least sixty (60) days prior to the expiration of this agreement and 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 until such time as her salary shall be otherwise provided for by the Town. This section shall survive the termination of this Agreement.

D. The Interim Town Administrator recognizes and agrees that she will not be entitled to any salary increases or changes in benefits provided to other town employees during the term of this agreement, unless the Employer agrees to same by an amendment to this Agreement.

SECTION 6 PERFORMANCE EVALUATION

A. The Interim Town Administrator's performance shall be reviewed and evaluated on an annual basis in February of each year, by the Board. All reviews and evaluations shall be in accordance with specific criteria developed jointly by the Board and the Interim Town Administrator. Said criteria may be added to and deleted from time to time by the Board and the Interim Town Administrator. Prior to conducting a public performance review of the Interim Town Administrator, each member of the Board of Selectmen shall meet with the Interim Town Administrator to discuss her performance, based on the criteria agreed to the prior year. Each member shall provide the Interim Town Administrator with a written draft performance evaluation at least forty-eight hours in advance of the meeting at which the Interim Town Administrator's performance will be discussed publicly. After the conclusion of the initial meeting, and at least forty-eight hours in advance of the Board's meeting at which the Interim Town Administrator's performance will be publicly discussed, each Board member shall provide the Interim Town Administrator with a written copy of the final review. Further, the Town shall provide the Interim Town Administrator with a summarized written statement of the findings of the Board and provide an adequate opportunity for the Interim Town Administrator to discuss her evaluation with the Board of Selectmen.

B. The Interim Town Administrator shall notify the Board by the first week in January of each year that the review and evaluation are due in February.

C. In effecting the provisions of this Section, the Board and the Interim Town Administrator, mutually agree to abide by the provisions of applicable law.

SECTION 7 HOURS OF WORK

A. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job, the Interim Town Administrator will be required to expend additional time beyond the normal workday, and the Interim Town Administrator agrees to do same as is required. Such additional time includes but is not limited to time required to represent the Town at various meetings and events, meetings with the Board and other Town boards, commissions, departments, and time necessitated by emergency situations. It is acknowledged that the position of Interim Town Administrator is that of an executive nature as that term is defined in the Fair Labor Standards Act and its rules and regulations. Accordingly, there shall not be paid overtime or additional compensation for said additional time, and that the Interim Town Administrator is considered an exempt employee for the purposes of the statute. It is further understood that the Interim Town Administrator's work hours shall be flexible in recognition of the additional time she may spend beyond the normal workday in the conduct of the Town's business.

SECTION 8 OUTSIDE ACTIVITIES

A. During the term of this Agreement, the Interim Town Administrator may accept speaking, writing, lecturing, teaching or other paid engagements of a professional nature as she sees fit, provided they do not interfere with the performance and discharge of her duties and responsibilities as the Interim Town Administrator or violate G.L. c. 268A. Any such engagements, activities, or work must be approved in advance by the Board, which approval will not be unreasonably delayed or denied.

SECTION 9 BENEFITS: HEALTH, DENTAL, DISABILITY, AND LIFE INSURANCE; PAID LEAVE

A. The Town, per the Town of Hanson personnel plans and health and insurance plans, agrees to provide health, dental and life insurance for the Interim Town Administrator and her dependents at a contribution rate equal to that extended to other, non-union, employees of the Town.

B. The Interim Town Administrator has previously scheduled two (2) weeks' vacation within the period of commencement of the contract to June 30, 2021, which shall be unpaid. The Interim Town Administrator shall be entitled to twenty (20) working days of paid vacation per contract year beginning on July 1, 2021. A maximum of ten (10) days of unused vacation may be carried over from one fiscal year to another with approval of the Board. The total carry-over of vacation from year-to-year will under no circumstances exceed ten (10) days. Vacations shall be taken by the Interim Town Administrator with due regard to the effective and efficient operation of the Town.

C. The Town agrees to provide the Interim Town Administrator with holiday leave, bereavement leave, and jury leave, in accordance with the Town's Personnel Policies. The Interim Town Administrator shall be granted two (2) Personal Days per contract year to attend to personal matters as may be necessary. There shall be no payout or buyback of Personal Days upon separation of service from the Town.

D. The Interim Town Administrator shall be receive five (5) paid sick days upon execution of this Agreement and shall accrue additional sick leave at one and one quarter (1 ¼) days per month. A maximum of two hundred (200) days of unused sick leave may be carried over from one fiscal year to another. The Interim Town Administrator shall notify the Chair of the Bord of Selectmen when absent due to illness and maintain a record of all time off taken due to illness. There shall be no payout or buyback of sick time upon separation of service from the Town.

SECTION 10 DUES, SUBSCRIPTIONS, AND GENERAL EXPENSES

A. Subject to annual budgetary appropriation, the Town agrees to pay for the professional dues, subscriptions, and conference expenses of the Interim Town Administrator necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continuous professional participation, growth and advancement, and for the good of the Town. Such dues shall be limited, unless otherwise agreed to by the Board, to ICMA, MMMA, MMHR, and one civic organization of the Interim Town Administrator's choice. The Interim Town Administrator shall also 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.

SECTION 11 INDEMNIFICATION

A. To the extent permitted by law, the Town shall defend, save harmless and indemnify the Interim Town Administrator against any tort, professional liability, claim or demand, or other civil legal action brought by a third party, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Interim Town Administrator, except for claims or damages arising from the grossly negligent or illegal acts of the Interim Town Administrator, even if said claim has been made following her termination from employment. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may at its discretion compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Interim Town Administrator. The Town shall pay all costs and expenses related thereto, including attorney fees. This indemnification shall also apply to the Interim Town Administrator after she leaves the employment of the Town. This section shall survive the termination of this Agreement.

SECTION 12 BONDING

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

SECTION 13 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Subject to this agreement, the Board, after discussion with the Interim Town Administrator, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance, duties and responsibilities of the Interim Town Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Hanson Town Administrator Act, or any other law.

B. Residence in the Town of Hanson shall not be a condition of the Interim Town Administrator's employment.

C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

D. For the purposes of the Fair Labor Standards Act, the Interim Town Administrator shall be an "exempt employee."

E. Any decision of the Board of Selectmen hereunder shall be by majority vote.

F. The Interim Town Administrator shall be paid on a per diem basis for all accrued but unused vacation leave upon separation from service.

G. If the Interim Town Administrator dies during the term of his employment, the Town shall pay to the Interim Town Administrator's estate all the compensation which would

otherwise be payable to the Interim Town Administrator up to the date of the Interim Town Administrator's death, including, but not limited to, unused vacation holidays and personal days. No compensation or benefits that would have been earned or accrued from the date of death to the expiration date of this agreement shall be owed to the Interim Town Administrator's estate.

H. It is expressly understood that a decision not to appropriate sufficient funds to support the compensation set forth in this Agreement shall not be construed as a dismissal, require a hearing, or trigger the removal procedures under this Agreement; and further, that no severance payments to the Interim Town Administrator shall be required.

SECTION 14 NOTICES

A. Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, sent via certified mail, postage prepaid, addressed as follows:

1. Town:
Chairman, Board of Selectmen
542 Liberty Street,
Hanson, MA 02341

2. Interim Town Administrator:
Lisa Green
Last known address on file with the Town

B. Alternatively, notices required pursuant to this agreement may be served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or left at the last and usual place of abode of the Interim Town Administrator or as of date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 15 GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Interim 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. The failure of a party to insist on strict compliance with a term or provision of this agreement shall not constitute a waiver of any term or provision of this agreement.

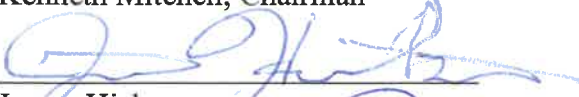
E. This Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of the Agreement.

F. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Interim Town Administrator being employed as and performing the services required of the Interim Town Administrator.

IN WITNESS WHEREOF, the Town of Hanson, 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 Interim Town Administrator has signed and executed this Agreement, both in duplicate.


Kenneth Mitchell, Chairman


LISA GREEN


James Hickey

April 22, 2021
Date


Laura FitzGerald-Kemmet


Matthew James Dyer


Wesley Blauss


BOARD OF SELECTMEN
HANSON, MASSACHUSETTS

April 22, 2021
Date

ATTEST:


Town Clerk
(Seal)

APPROVED AS TO FORM


Town Counsel