

**Employment Agreement
Between the Town of Conway and Veronique Blanchard**

This Employment Agreement, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, is entered into on Monday, May 10, 2021, between the Town of Conway, (hereinafter, the "Town") a municipal corporation acting by and through its Board of Selectmen in their official capacity, (hereinafter, the "Board") and Veronique Blanchard, (hereinafter, the "Town Administrator").

WHEREAS, the Board has appointed Veronique Blanchard as the Town Administrator of the Town of Conway;

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

WHEREAS, Veronique Blanchard is willing to undertake and perform the duties of the Town Administrator and has the qualifications to perform the services of the Town Administrator;

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

Article 1. EMPLOYMENT:

The Board accepts this employment agreement with Veronique Blanchard and Veronique Blanchard accepts this employment agreement as the Town Administrator of the Town of Conway as of Monday, June 28, 2021.

Article 2. DUTIES:

The Town Administrator shall perform all of the duties and functions as specified in the job description attached hereto (Town Administrator position description), together with the duties stated below, and such duties and functions as the Board shall from time to time reasonably assign to her.

(a) The Town Administrator shall supervise all Department heads and all town employees, be responsible for the efficient administration of all departments, commissions, boards and offices, except the Board of Selectmen. She shall not, however, exercise any control over the discretionary power vested by statute in any such board, committee, commission or officer.

(b) The Town Administrator, with the approval of the Board of Selectmen and in accordance with the provisions of the General Laws, may reorganize, consolidate or abolish departments, commissions, boards or offices under her direction and supervision, in whole or in part, may establish such new departments, commissions, boards or offices as she deems necessary, and may transfer the powers and duties of one department, commission, board or office to another.

(c) The Town Administrator shall attend all regular meetings of the Board of Selectmen except meetings at which her removal is being considered, in which instance the Administrator shall have all rights due her under the provision of the Massachusetts Open Meeting Law, G.L. c. 30A, sections 18-25.

(d) The Town Administrator shall keep the selectmen fully advised as to the needs of the town and shall recommend to the selectmen for adoption such measures requiring action by them or by the town as she may deem necessary or expedient.

(e) The Town Administrator, with the approval of the Board of Selectmen, shall have jurisdiction over the rental and use of all town property. She shall be responsible for the preparation of plans and the supervision of construction, reconstruction, alterations, improvements and other undertakings authorized by the town unless otherwise assigned by the town meeting.

(f) The Town Administrator shall be responsible for the purchase of all supplies and materials and equipment and shall approve the award of all contracts for all departments of the town. She shall make purchases for departments not under her supervision only upon and in accordance with requisitions duly signed by the heads of such departments.

(g) The Town Administrator shall administer either directly or through a person or persons appointed by her in accordance with this act, all provisions of general and special laws applicable to the town, all by-laws and votes of the town, and all regulations established by the Board of Selectmen.

(h) The Town Administrator shall, with the approval of the Board of Selectmen, have authority to prosecute, defend, or compromise all litigation to which the town is party.

(i) The Town Administrator shall be the agent of the Board of Selectmen for collective bargaining and may employ special counsel to assist her in the performance of these duties.

(j) The Town Administrator shall attend all town meetings and shall be permitted to speak when recognized by the moderator.

(k) The Town Administrator shall be accessible and available for consultation to chairmen of boards, committees and commissions of the town, whether appointed or elected, and shall make accessible and available to them all such data and records of her office as may be requested in connection with their official duties.

(l) The Town Administrator shall perform such other duties consistent with her office as may be required of her by the by-laws of the town or by the vote of the Board of Selectmen or town meeting.

(m) The Town Administrator may without notice cause the affairs of any division or department under her supervision or the job-related conduct of any officer or employee thereof to be examined. The Town Administrator shall have access to all town books and papers for information necessary for the proper performance of her duties.

(n) The Town Administrator shall be the Chief Financial Officer of the town. She shall also be the liaison for the Ethics Commission. She shall be the Chief Procurement Officer. She shall have access to Town Counsel at all times.

(o) The Town Administrator shall make every effort to secure grants for the Town and work with the appropriate boards, commissions and committees to complete applications for grants for which the town is eligible.

Article 3. HOURS OF WORK:

The work week shall consist of 40 hours per week, following as closely as possible a regular weekly schedule consisting of five days per week in Town municipal buildings and including special and regular meetings for the Town and the Board as required or necessitated for the proper performance of her duties and responsibilities.

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 compensatory time off as she shall deem appropriate during said normal office hours, upon notification of the Board of Selectmen. Compensatory time is not paid out at termination, resignation, retirement or severance of employment.

Article 4. TERM:

The Term of this Agreement shall begin on June 28, 2021 and continue through June 30, 2024. It is expected the Town Administrator will fulfill the obligations of this Agreement, and the Town will be bound to these conditions, through June 30, 2024. In the event the Town Administrator voluntarily terminates her position with the Town before the expiration of the term of this Agreement, she shall give a minimum of 60 days' notice in advance, unless the parties agree otherwise.

Article 5. TERMINATION AND SEVERANCE PAY:

This Agreement may be terminated upon the occurrence of any of the following:

- a. *By Town; Without Cause.* The Town may, by a unanimous vote of the Board of Selectmen, by notice to the Town Administrator at any time during the Term of this Agreement, terminate the Agreement without "cause" (as defined in Section 5(b)) with 60 days' advance notice. The effective date of termination shall be the date specified in such notice.
- b. *By Town; For Cause.* The Town may, at any time during the Term of this Agreement, by notice to Town Administrator, terminate the Town Administrator for Cause. Such notice shall specify the cause for termination and shall be effective on the date specified in the notice. For the purposes of this provision, "Cause" means: (i) a breach by Town Administrator of any provision of this Agreement that the Town Administrator fails to remedy or cease within ten days after notice thereof to her; (ii) any conduct, action or behavior by the Town Administrator that has or may reasonably be expected to have a material adverse effect on the reputation of the Town or on the Town Administrator's reputation or that is not befitting of a Town Administrator, unless the Town Administrator remedies or ceases such conduct or action within ten days after notice thereof to her; (iii) the commission by Town Administrator of an act involving moral turpitude or dishonesty in connection with her employment hereunder or the commission by Town Administrator of a felony, as evidenced by her conviction therefore, whether or not incurred in connection with Town Administrator's employment hereunder, but excluding motor vehicle violations; (iv) any failure by the Town Administrator to perform her duties with the Town within ten days after a demand for performance is delivered to her, except for failure due to physical or emotional disability, which is governed by Section (vi) below; (v) chronic absenteeism because of alcohol or other substance abuse or drug addiction of the Town Administrator; (vi) the Town Administrator's inability, by reason of physical or emotional disability, fully to perform her duties under this Agreement, if there is no reasonable

accommodation that would allow the Town Administrator to perform the essential functions of her position without undue hardship to the Town; or (vii) the Town Administrator's death.

- c. *By Town Administrator; Without Good Reason.* The Town Administrator may, upon at least 60 days prior written notice to the Board at any time during the Term of this Agreement, terminate this Agreement without "good reason" (as defined in Section 5(d) below). The effective date of termination shall be the date specified in such notice, which date shall be not less than 60 days after the date on which such notice is given.
- d. *By Town Administrator; Good Reason.* The Town Administrator may, at any time during the Term of this Agreement terminate this Agreement for Good Reason, by written notice to the Board, effective immediately upon receipt of such written notice. Such notice shall specify the facts which the Town Administrator deems to constitute good reason to terminate the Agreement. For the purpose hereof, "Good Reason" means: (i) a material adverse change in the duties or responsibilities of the Town Administrator from those currently in effect, that the Town fails to remedy within 30 days after written notice thereof to the Board; (ii) the failure to pay in a timely manner any compensation due to the Town Administrator hereunder within 10 days after written notice from her; or (iii) a material breach by the Town of any provision of this Agreement that the Town fails to remedy or cease within 10 days after notice thereof to the Board.
- e. *Upon Mutual Written Agreement.* The Town and the Town Administrator may terminate this Agreement upon mutual written agreement of the Board and the Town Administrator, effective the date agreed-upon in that document.
- f. Termination Compensation.
 - (i) *Termination by the Town without Cause or by Town Administrator for Good Reason.* If this Agreement is terminated by the Town without Cause pursuant to Section 5(a), or by the Town Administrator for Good Reason pursuant to Section 5(d), the Town will pay the Town Administrator a lump sum equal to three (3) months' salary, based on the applicable annual compensation as specified in Article 6, as severance.
 - (ii) *Termination by the Town for Cause or by the Town Administrator without Good Reason.* The Town Administrator shall not be entitled to any compensation following the effective date of termination if this Agreement is terminated by the Town for cause pursuant to Section 5(b) or by the Town Administrator without Good Reason pursuant to Section 5(c).
 - (iii) *Upon Mutual Written Agreement.* If the Town and the Town Administrator mutually agree to end the Agreement pursuant to Section 5(e), the Town shall not be obligated to pay the Town Administrator any additional compensation after the effective date of that written agreement.
- g. If the Town intends not to renew this contract, it shall give the Town Administrator 6 months' notice so that the Administrator is free to seek other employment.

Article 6. COMPENSATION:

The Town agrees to pay the Town Administrator for services rendered under this Agreement beginning June 28, 2021. The annual rate shall be:

- \$65,000 (sixty-five thousand dollars) from June 28, 2021 to June 30, 2022.
- With an annual increase equal to the general raise to Town Hall employees be calculated annually through June 30, 2024.

Article 7. VACATION, SICK LEAVE, PERSONAL LEAVE, AND HOLIDAYS, HEALTH INSURANCE, LIFE INSURANCE AND OTHER BENEFITS:

A. The Town Administrator shall be entitled to benefits as specified in the Town's personnel policy, including health insurance, except as otherwise provided in this document.

B. The Town Administrator shall have three weeks of vacation per year.

C. The Town agrees to pay for the registration, travel, and subsequent expenses of the Town Administrator for short courses, institutes, and seminars that are necessary for her professional development, subject to prior approval.

D. Should the Town Administrator attend professional meetings or conferences, time spent at such meetings or conferences shall not be deducted from her vacation leave and shall be considered professional development leave.

Article 8. INDEMNIFICATION:

The Town shall defend, save harmless and indemnify the Town Administrator as required by M.G.L. Chapter 258, Section 13. The Town may compromise and settle any such claim or suit as described above on such terms as the Board, in its sole discretion, shall deem advisable and in the best interests of the Town.

Article 9. TRAVEL REIMBURSEMENT:

The Town agrees to pay for the travel and subsistence expense of the Town Administrator for meetings that are necessary for the good of the Town, subject to the availability of funds and the approval of the Board.

Article 10. NOTICES:

Any and all notices required to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail, return receipt, to her last known residence in the case of the Town Administrator, or in the case of the Town, to the Chair of the Board.


Article 11. MISCELLANEOUS PROVISIONS:

- A. This Agreement shall constitute the entire agreement between the Town and the Town Administrator and shall only be amended, changed or modified by written agreement executed by both parties.
- B. For the purposes of the Fair Labor Standards Act, the Town Administrator shall be deemed an exempt salaried employee.


- C. The Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts. If any provisions of this Agreement are declared or found to be illegal, unenforceable, or void then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall remain in full force and effect.
- D. All conditions covenants, duties and obligations contained in this Agreement can be waived by the Board or the Town Administrator only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
- E. The Town Administrator shall undergo a performance review from the Selectboard after six months and annually thereafter.

IN WITNESS WHEREOF, the Town of Conway, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen and the Town Administrator has signed and executed this Agreement, both in duplicate, on the dates specified below.

**TOWN OF CONWAY
BOARD OF SELECTMEN**

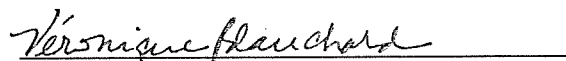

Robert Armstrong Chairman


Philip Kantor


Erica Goleman

Date _____, 2021

TOWN ADMINISTRATOR


Veronique Blanchard

Date May 5, 2021