

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

This Employment Agreement, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, is entered into on Friday, April 26th, 2024, between the Town of Conway, (hereinafter, the "Town") a municipal corporation acting by and through its Selectboard in their official capacity, (hereinafter, the "Board") and Véronique Blanchard, (hereinafter, the "Town Administrator").

WHEREAS, the Board has appointed Véronique 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, Véronique 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 Véronique Blanchard and Véronique Blanchard accepts this employment agreement as the Town Administrator of the Town of Conway as of Monday, July 1, 2024.

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 oversee for the Selectboard, all Department heads and all town employees, be responsible for the efficient administration of all departments, commissions, boards and offices, except the Selectboard and other elected officials. The Town Administrator shall not, however, exercise any control over the discretionary power vested by statute in any such elected and appointed board, committee, commission or officer.
- (b) The Town Administrator shall attend all regular meetings of the Selectboard 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.
- (c) The Town Administrator shall keep the Selectboard fully advised as to the needs of the town and shall recommend to the Selectboard for adoption such measures requiring action by them or by the town as the Town Administrator may deem necessary or expedient.
- (d) The Town Administrator, with the approval of the Selectboard, shall have jurisdiction over the rental

and use of all town property. The Town Administrator 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.

(e) 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. The Town Administrator shall make purchases for departments not under her supervision only upon and in accordance with requisitions duly signed by the heads of such departments.

(f) 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 Selectboard.

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

(h) The Town Administrator shall be accessible and available for consultation to the chairs 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.

(i) 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 Selectboard or town meeting.

(j) 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.

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

(l) 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 and approval from the Selectboard. 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 July 1, 2024 and continue through June 30, 2027. 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, 2027. This contract may be renewed by agreement within 90 days of expiration.

Article 5. INDEMNIFICATION:

The Town shall defend, save harmless and indemnify the Town Administrator as required by M.G.L. Chapter 258, Section 13.

Article 6. DISCIPLINE OR DISCHARGE

It is agreed that the Town Administrator can be disciplined or discharged pursuant to M.G.L. c.30A, section 21 and the provisions of the Town of Conway Personnel Policy.

Article 7. TERMINATION/ SEVERANCE PAY

- A. During the term of this Agreement the Town may terminate the services of the Town Administrator. In the event the Town Administrator is terminated by the unanimous vote of the Board without cause before expiration of the aforesaid term of employment and during such time that the Town Administrator is willing and able to perform his duties under this Agreement, then the Town agrees to pay the Town Administrator a lump sum severance payment equal to six months' salary. The Town Administrator shall also be compensated for all earned vacation to date. In exchange for such compensation the Town Administrator agrees to sign a general release of all claims the Town Administrator may have against the Town.
- B. In the event that the Board notifies the Town Administrator at least one hundred and eighty (180) days prior to the end of the Term of this Agreement of its decision not to renew her contract, she shall not be entitled to receive the severance payment set forth in Paragraph A of this section.
- C. In the event the Town Administrator is terminated for cause, then, the Town shall have no obligation to pay the aggregate severance sum designated in the above Paragraph.
- D. In the event the Town Administrator intends to resign voluntarily before the natural expiration of any term of employment, then the Town Administrator shall give the Town sixty (60) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Town

Administrator will be entitled to receive pay for any accrued but unused vacation time. She shall not be entitled to receive the severance pay set forth in Paragraph A of this section.

Article 8. COMPENSATION:

For the term starting July 1, 2024, the Town Administrator shall be paid a salary of \$78,500 for year one plus any COLA that is agreed upon by the Town for years two and three.

Article 9. 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 four 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 from the Selectboard and town meeting appropriation.

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.

E. This agreement is to town meeting appropriation for all monetary provisions.

Article 10. 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 11. 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 12. 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 may undergo an annual performance review from the Selectboard.

F. This agreement is subject to appropriation.

G. Any conflict between The Town Personnel Policy and this contract, this contract shall control.

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

**TOWN OF CONWAY
SELECTBOARD**

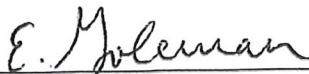
TOWN ADMINISTRATOR



Phil Kantor, Chair



Véronique Blanchard

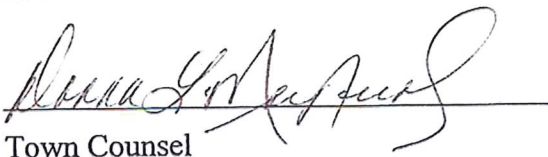


Erica Goleman



Chris Waldo

APPROVED AS TO FORM:



Town Counsel