

**AN EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF PRINCETON
AND
TOWN ADMINISTRATOR**

THIS AGREEMENT, made and entered into this 22nd day of June by and between the Town of Princeton, Commonwealth of Massachusetts, a municipal corporation (the "Employer"), acting by and through its SelectBoard (the "Board"), and Sherry Patch (the "Town Administrator") as follows:

WITNESSETH

WHEREAS, the Employer desires to employ the services of Sherry Patch as Town Administrator of the Town; and

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

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

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

WHEREAS, Sherry Patch desires to accept employment as Town Administrator of the Town.

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

Section I. Duties

The Employer hereby agrees to employ Sherry Patch as Town Administrator of the Town of Princeton. The Town Administrator will perform the functions and duties specified in Massachusetts General Laws, and such other duties and functions as the Board may from time to time legally assign.

Section II. Term

- A. The term of this contract will be three (3) years beginning July 1, 2022 and ending June 30, 2025.
- B. The term of this Agreement may be extended or renewed by mutual written agreement between the Town and Town Administrator on or before March 30, 2025. The parties agree to commence negotiations regarding such extension or renewal on or before January 1, 2025 Notwithstanding the provisions of Section II D below, if such mutual written agreement has not been reached by March 30, 2025, this Agreement will expire on June 30, 2025. The parties may agree to waive the March 30, 2025 deadline provided such waiver is in writing and signed by the Town Administrator and a duly authorized representative of the Board.
- C. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Administrator at any time, for just cause, subject to the provisions of Section III, below.

- D. The Town Administrator will be entitled to bereavement leave as allowed for employees of the Town under the Town's Personnel Rules and Regulations.
- E. Should the Town Administrator attend the Massachusetts Municipal Association's Annual Conference or other professional conferences approved by the Board, time spent at such conferences will not be deducted from vacation leave.
- F. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Administrator if this agreement is extended subject to the limits of the Town's Personnel Policy.

Section VII. Professional Development

Subject to appropriation and availability of funds, and to appropriation for out of state travel in accordance with Massachusetts law, the Town will;

- A. Pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes, and seminars that are necessary for his/her professional development and for the good of the Town, including the Massachusetts Certification of Public Purchasing Officials, subject to the prior approval of the Board.
- B. Pay the Town Administrator's registration fee(s) and reasonable expenses to and from the Massachusetts Municipal Association Annual Conferences;
- C. Reimburse the Town Administrator for reasonable expenses incurred in connection with his/her attendance at meetings of appropriate professional organizations within Massachusetts, including, but not limited to the Massachusetts Municipal Association and the Massachusetts Municipal Human Resources Association.

Section VIII. Dues and Subscriptions

The Town will pay for the professional dues and subscriptions of the Town Administrator necessary for membership in the Massachusetts Municipal Managers Association, the Massachusetts Municipal Human Resources Association, and other appropriate municipal associations.

Section IX. General Expenses

- A. The Town Administrator will be reimbursed for reasonable and appropriate expenses incurred in the performance of duties, or as an official representative of the Town, including attendance at civic events.
- B. The Town shall pay the Town Administrator for use of his/her personal vehicle in the course of duties a mileage allowance for out-of-town travel an automobile allowance of \$1,800.00 per contract year payable in equal bi-weekly installments, less taxes and other customary deductions. This is in lieu of paying a rate per mile.
- C. The Town shall supply the Town Administrator with a cell phone to be used for Town business, The total cost for the phone and plan shall not exceed \$840.00 per contract year.

Section X. Bonding

The Town will bear the full cost of any fidelity or other bonds including a bond for the Town Administrator's authority to sign for Town funds as required under law.

Section XI. Indemnification

Subject to the provisions of Mass. Gen. Laws. c.258, 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/her duties as Town Administrator, even if said claim has been made following his/her termination from employment. Provided that the Town Administrator acted within the scope of his/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 of any settlement or judgment rendered thereon without recourse to the Town Administrator.

The Town shall reimburse the Town Administrator for any attorney's fees and costs incurred by the Town Administrator in connection with such claims or suits involving the Town Administrator in a professional capacity.

The Town's indemnification obligations herein shall not extend to any disciplinary actions or other proceedings by the Town against the Town Administrator.

This Section shall survive the termination of this Agreement.

Section XII. Insurance

- A. The Town Administrator shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The Town agrees to contribute toward the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to such non-bargaining unit, general government employees.
- B. The Town shall pay into the Massachusetts Deferred Compensation Plan (SMART Plan) for the Town Administrator in equal bi-weekly installments, the sum of \$1,500.00 annually.

Section XIII. Other Terms and Conditions of Employment

The Board, in consultation with the Town Administrator, will fix any other terms and conditions of employment of the Town Administrator as it may deem necessary from time to time, provided such terms and conditions are not inconsistent with or in conflict with other Town employees.

Section XIV. Notices

Notices pursuant to this Agreement shall be given by certified mail addressed as follows:

- 1. Town: Chairman SelectBoard
Town of Princeton
6 Town Hall Drive

the Town Administrator has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF PRINCETON
Acting by and through
its Board of Selectmen


Town Administrator



Karen Cruise, Chair



Sherry Patch



Richard Bisk

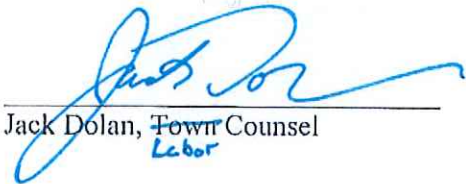


Robert Cumming, Clerk

Town Clerk Attest:



Approved as to legal form:



Jack Dolan, Town Counsel
Labor