

7/1/14 - 6/30/19

**TOWN OF CHATHAM
TOWN MANAGER
EMPLOYMENT AGREEMENT**

PREAMBLE

THIS AGREEMENT is entered into by and between the Board of Selectmen of the Town of Chatham, hereinafter referred to as "Employer" and Jill R. Goldsmith, hereinafter referred to as "Employee," pursuant to the powers vested in the Employer by Massachusetts General Laws, Chapter 41, Section 108N and in accordance with Part IV of the Home Rule Charter.

NOW THEREFORE, in consideration of mutual promises and covenants, Employer and Employee agree as follows:

1. Duties - Employer agrees to employ said Employee as Town Manager of said Town of Chatham to perform the functions and duties as specified in the Town of Chatham Home Rule Charter.
2. Term - The term of this Agreement shall be for a five (5) year term beginning July 1, 2014 through and including June 30, 2019. Thereafter, this Agreement may be renewed by mutual agreement. Except as otherwise provided, either party shall notify the other, in writing, at least sixty (60) days prior to the expiration of the agreement, if it is their intention not to renew the agreement.
3. Salary - The annual salary of the Employee shall be \$162,027.00 for FY2015, effective July 1, 2014. The annual salary for FY2016 shall be \$166,888.00, effective July 1, 2015. The annual salary for FY2017 shall be \$171,895.00, effective July 1, 2016. The annual salary for FY2018 shall be \$177,052.00, effective July 1, 2017. The annual salary for FY2019 shall be \$182,363.00 effective July 1, 2018.
4. Performance Evaluation - The Employer shall review and evaluate the performance of the Employee annually. The written evaluation shall be made available to the Employee for her review sufficiently prior to any public discussion or dissemination of it by the Board or individual members of the Board. The individual evaluation of the Board members and summary evaluation shall be part of the Town Manager's permanent file.
5. Expense Reimbursement - The Employer agrees to budget and pay for the reasonable professional dues, subscriptions and expenses of the Employee as the Employer deems appropriate for the continuation of professional education and participation of said Employee in national, regional, state and local professional associations and organizations.

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6. Termination of Services - During the term of this Agreement or any extension of this Agreement, the Employee shall be subject to termination of her employment by the Employer for "just cause" in accordance with the provisions of the Massachusetts General Laws and in accordance with Section 4-8 of the Home Rule Charter. The Employee may terminate this Agreement before the expressed termination date by giving written notice of her intention to do so to the Employer at least ninety (90) days prior to the effective date of her termination.

7. Severance Pay - In the event the Employee leaves her position voluntarily, she shall receive no further compensation from the Employer except unused vacation pay. If the Employee is terminated for just cause, the Employee shall receive no further compensation from the Employer except unused vacation time. In consideration of the Employee's acceptance of this appointment, if the Employee is terminated for reasons other than for just cause or if the Employer and Employee agree to terminate this Agreement, the Employee shall receive a lump sum payment equivalent to one hundred eighty (180) days salary in consideration of the Employee waiving all further rights under this Agreement and any state or federal law or statute. In all events, the Employee shall be entitled to any accrued retirement or pension benefits.

8. Vacation/Holiday/Personal Time - Employee shall accrue vacation days at a rate of 6.25 days per quarter, for a total of twenty-five (25) days per annum. The Employee may carry over no more than ten (10) days to the following year. The Employee agrees to notify the Employer in writing at least two (2) weeks prior to the commencement of any vacation period and the Employer, acting through the Chair, shall approve the same. Employee shall not take more than ten (10) consecutive vacation days without the prior approval of the Employer.

The following shall be recognized as holidays:

New Year's Day
Christmas Day
Martin Luther King's Birthday
Labor Day
President's Day
Columbus Day
Patriot's Day
Veteran's Day
Memorial Day
Thanksgiving Day and the day after Thanksgiving
Independence Day

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The Employee shall be granted two (2) personal leave days with pay during each year. Personal leave days shall not be accumulated and may not be carried over into another fiscal year.

Bereavement leave shall be granted without loss of pay in the event of death in the immediate family of a person covered by this Agreement as follows:

Spouse or Child/Step Child..... up to 5 consecutive days
Parent/Step Parent, In-Laws, Siblings, Grandchild ... up to 3 consecutive days
Other relatives residing in the same household..... up to 1 day

9. Sick Leave - Employee shall accrue sick leave of one and one-half (1 ½) days per month up to a maximum accumulation/accrual of 46 days which may be carried over from year to year.

10. Health Insurance - Employer agrees to provide group health and dental insurance for Employee and her dependents in the same manner as provided to all other Employees of Employer.

11. Exclusive Employment - Employee agrees to remain in the exclusive employ of Employer through June 30, 2019 and neither to accept other employment or to become employed by any other employer until said termination date unless said termination is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on Employee's time off.

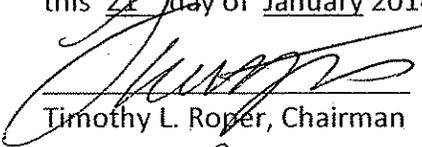
12. Indemnification - Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or other legal action, whether groundless or otherwise, arising out of any and all alleged acts or omissions occurring in the performance of Employee's duties as Town Manager. Employer may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment tendered thereon. The Employer shall extend this indemnification if any such legal action is commenced after Employee ceases to be in the employ of Employer but relates to acts or omissions occurring in the performance of Employee's duties as Town Manager.

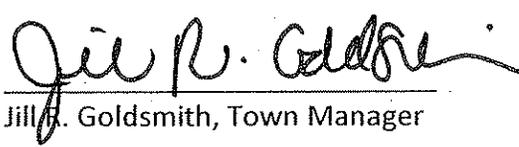
13. Severability - If any paragraph or part thereof of this Agreement shall be determined by appropriate forum to be invalid, then such event, the remaining paragraphs and provisions shall be binding and effective. The construction of the Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.

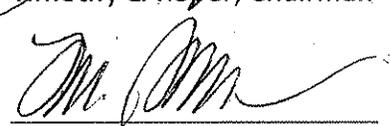
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14. Integration - This Agreement contains the entire understanding of the parties with respect to all rights arising from the employment. There are no representations, warranties, promises, covenants or undertakings, oral or otherwise, other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of this 21st day of January 2014.

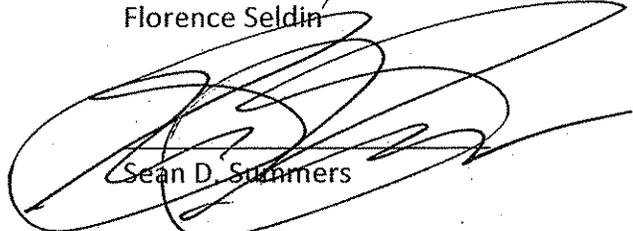

Timothy L. Roper, Chairman


Jill R. Goldsmith, Town Manager


Leonard M. Sussman, Vice-Chair


Jeffrey Dykens, Clerk


Florence Seldin


Sean D. Summers

8/2011-6/2014

TOWN OF CHATHAM
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PREAMBLE

THIS AGREEMENT is entered into by and between the Board of Selectmen of the Town of Chatham, hereinafter referred to as "Employer" and Jill R. Goldsmith, hereinafter referred to as "Employee," pursuant to the powers vested in the Employer by Massachusetts General Laws, Chapter 41, Section 108N and in accordance with Part IV of the Home Rule Charter.

NOW THEREFORE, in consideration of mutual promises and covenants, Employer and Employee agree as follows:

1. Duties - Employer agrees to employ said Employee as Town Manager of said Town of Chatham to perform the functions and duties as specified in the Town of Chatham Home Rule Charter.
2. Term - The term of this Agreement shall be for a pro-rated three (3) year term beginning August 15, 2011 through and including June 30, 2014. Thereafter, this Agreement may be renewed by mutual agreement. Except as otherwise provided, either party shall notify the other, in writing, at least sixty (60) days prior to the expiration of the agreement, if it is their intention not to renew the agreement.
3. Salary - The salary of the Employee shall be an annual base salary of \$149,000.00 pro-rated for FY12. The FY13 and FY14 salary shall increase each year by a percentage equal to the Cost of Living granted to Town employees, plus 2.5%.
4. Performance Evaluation - The Employer shall review and evaluate the performance of the Employee annually. The written evaluation shall be made available to the Employee for her review sufficiently prior to any public discussion or dissemination of it by the Board or individual members of the Board. The individual evaluation of the Board members and summary evaluation shall be part of the Town Manager's permanent file and shall be subject to protection under Mass. Gen. L. c. 30A §23.
5. Expense Reimbursement - The Employer agrees to budget and pay for the reasonable professional dues, subscriptions and conference expenses of the Employee as the Employer deems appropriate and for the continuation of

professional education and participation of said Employee in national, regional, state and local professional associations and organizations.

6. Termination of Services - During the term of this Agreement or any extension of this Agreement, the Employee shall be subject to termination of her employment by the Employer for "just cause" in accordance with the provisions of the Massachusetts General Laws and in accordance with Section 4-8 of the Home Rule Charter. The Employee may terminate this Agreement before the expressed termination date by giving written notice of her intention to do so to the Employer at least ninety (90) days prior to the effective date of her termination.

7. Severance Pay - In the event the Employee leaves her position voluntarily, she shall receive no further compensation from the Employer except unused vacation pay. If the Employee is terminated for just cause, the Employee shall receive no further compensation from the Employer except unused vacation time. In consideration of the Employee's acceptance of this appointment, if the Employee is terminated for reasons other than for just cause or if the Employer and Employee agree to terminate this Agreement within the first year, then the Employee shall receive a lump sum payment equivalent to nine (9) months salary. Pursuant to the above, if the termination occurs after one (1) year of employment, the Employee shall receive a lump sum payment equivalent to one hundred eighty (180) days salary in consideration of the Employee waiving all further rights under this Agreement and any state or federal law or statute. In all events, the Employee shall be entitled to any accrued retirement or pension benefits.

8. Vacation/Holiday/Personal Time - During the first year of this agreement, the Employee shall accrue vacation days at a rate of five (5) days per quarter for a total of twenty (20) days in the first year. In each subsequent year 6.25 days per quarter, for a total of twenty-five (25) days per annum. Beginning on July 1, 2012, the Employee may carry over no more than ten (10) days to the following year. The Employee agrees to notify the Employer in writing at least two (2) weeks prior to the commencement of any vacation period and the Employer shall approve the same. Employee shall not take more than ten (10) consecutive vacation days without the prior approval of the Employer.

The following shall be recognized as **holidays**:

New Year's Day

Christmas Day

Martin Luther King's Birthday

Labor Day

President's Day

Columbus Day

Patriot's Day

Veteran's Day
Memorial Day
Thanksgiving Day and the day after Thanksgiving
Independence Day

The Employee shall be granted two (2) personal leave days with pay during each year. Personal leave days shall not be accumulated and may not be carried over into another fiscal year.

Bereavement leave shall be granted without loss of pay in the event of death in the immediate family of a person covered by this Agreement as follows:

Spouse or Child/Step Child..... up to 5 consecutive days
Parent/Step Parent, In-Laws, Siblings, Grandchild .. up to 3 consecutive days
Other relatives residing in the same household..... up to 1 day

9. Sick Leave - Effective as of August 15, 2011, Employee shall receive fifteen (15) working days to bank. Thereafter, the Employee shall accrue sick leave of one and one-half (1 ½) days per month up to a maximum accumulation/accrual of 46 days which may be carried over from year to year.

10. Health Insurance - Employer agrees to provide group health and dental insurance for Employee and her dependents in the same manner as provided to all other Employees of Employer.

11. Exclusive Employment - Employee agrees to remain in the exclusive employ of Employer through June 30, 2014 and neither to accept other employment or to become employed by any other employer until said termination date unless said termination is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on Employee's time off.

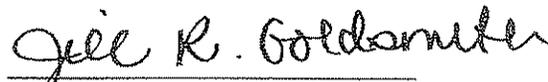
12. Indemnification - Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or other legal action, whether groundless or otherwise, arising out of any and all alleged acts or omissions occurring in the performance of Employee's duties as Town Manager. Employer may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment tendered thereon. The Employer shall extend this indemnification if any such legal action is commenced after Employee ceases to be in the employ of Employer but relates to acts or omissions occurring in the performance of Employee's duties as Town Manager.

13. Severability - If any paragraph or part thereof of this Agreement shall be determined by appropriate forum to be invalid, then such event, the remaining paragraphs and provisions shall be binding and effective. The construction of the Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.

14. Integration - This Agreement contains the entire understanding of the parties with respect to all rights arising from the employment. There are no representations, warranties, promises, covenants or undertakings, oral or otherwise, other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of this 19th day of July, 2011.

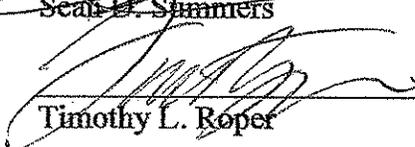

Florence Seldin, Chair


Jill R. Goldsmith, Town Manager

Leonard M. Sussman, Vice-Chair


David R. Whitcomb


Sean D. Summers


Timothy L. Roper