

**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.

WITNESSETH:

WHEREAS, the Town desires to continue to employ the services of Jill R. Goldsmith as Town Manager of the Town of Chatham;

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws may contract with the Town Manager for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Town Manager;

WHEREAS, Jill R. Goldsmith, agrees to continue employment as Town Manager of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties 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 four (4) year term beginning July 1, 2019 through and including June 30, 2023. Thereafter, this Agreement may be renewed by mutual agreement. If the Employer decides not to renew this Agreement at its termination, the Employer shall give the Employee written notice at least six (6) months in advance of its intent not to renew this Agreement. If the Employer fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional one-year period and then terminate. If the Employer does not give a notice of non-renewal, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional one year period and then terminate.
3. Salary -The annual salary of the Employee shall be \$187,834.00 for FY2020, effective July 1, 2019. The annual salary for FY2021 shall be \$193,470.00, effective July 1, 2020. The annual

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salary for FY2022 shall be \$199,274.00, effective July 1, 2021. The annual salary for FY2023 shall be \$205,252.00, effective July 1, 2022.

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.

If the Employee leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings arising from or associated with performing services as the Town Manager, she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on her salary at the time of her separation from employment from the Town.

6. Termination

A. The Employer may terminate the Employee in accordance the provisions of Massachusetts General Laws and in accordance with Section 4-8 of the Town Charter, which is incorporated herein by reference. Notwithstanding, but without any waiver or release of said authority, it is the intent and understanding of the parties that the Town Manager's commission of a crime, violation of M.G.L. c. 268A, §§ 1, et seq., embezzlement, fraud, conduct involving moral turpitude or unbecoming the office of Town Manager, dereliction of duty, or willful or reckless failure to perform the duties and responsibilities of the office of Town Manager shall constitute conduct warranting termination.

B. In the event the Employee voluntarily terminates her position with the Town before the expiration of the term of this Agreement, the Employee shall give the Employer forty-five (45) day's written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

7. Severance Pay

A. In the event the Employee is terminated by the Employer, or is requested to resign by the Employer, prior to the expiration of the term of this Agreement, or if the Employer and Employee agree to terminate this Agreement, the Employer agrees that it

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shall pay to the Employee a lump sum cash payment equal to one hundred eighty (180) days salary, which amount shall be paid to the Employee on or before the effective date of termination of her employment; provided, however, that in the event the Employee is terminated for one or more of the bases for termination specified in Section 6.A, above, the Employer shall have no obligation to pay the aggregate severance sum provided for in this paragraph. In all events, the Employee shall be entitled to any accrued retirement or pension benefits.

B. 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 one or more of the bases for termination specified in Section 6.A, above, the Employee shall receive no further compensation from the Employer except unused vacation time.

C. Subsection A of this Section shall survive any termination of this Agreement.

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 Employee shall be able to receive a cash payment on June 30th of each year of the agreement for unused vacation leave up to a maximum of five (5) days.

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.

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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 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, 2023 and neither to accept other employment or to become employed by any other employer until said termination date unless said termination is effected 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

A. The Town shall defend, save harmless and indemnify the Employee against any tort, professional liability, claim or demand, or other legal action or contemplated legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Town Manager, even if such claim or other matter as aforesaid has been made or asserted following her termination from employment, provided that the Employee acted within the scope of her duties as Town Manager. 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 Employee.

B. The Town shall reimburse the Employee for any attorneys' fees and costs incurred by the Employee in connection with such claims or suits involving the Employee in her professional capacity.

C. This indemnification shall also apply to the Employee after she leaves the employment of the Town, per "A" above.

D. This section shall survive the termination of this Agreement.

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E. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

13. Severability - If any paragraph or part thereof of this Agreement shall be determined by appropriate forum to be invalid, then in 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.

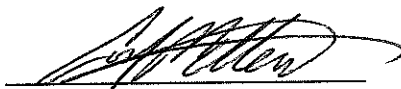
14. Integration - This Agreement contains the entire understanding of the parties with respect to all rights arising from the employment. There are no representations, warranties, promises, covenants or undertakings, oral or otherwise, other than those expressly set forth herein.

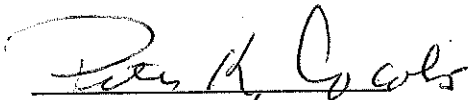
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of this 19th day of November, 2018.

Board of Selectmen:


Dean P. Nicastro, Chairman


Jill R. Goldsmith, Town Manager


Cory J. Metters, Vice Chairman


Peter K. Cocolis, Clerk


Shareen Davis


Jeffrey S. Dykens

November 19, 2018