

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF SHERBORN
AND JEREMY MARSETTE**

This agreement is made and entered into this 20th day of October, 2022, pursuant to Chapter 41, Section 108N of the General Laws of Massachusetts, between the Town of Sherborn (the "Town"), a municipal corporation within the Commonwealth of Massachusetts acting by and through its Select Board (the "Board"), and Jeremy Marsette. In consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Jeremy Marsette agree as follows:

1. Employment

The Town hereby agrees to employ Jeremy Marsette as Town Administrator for the Town of Sherborn (the "Administrator") commencing on November 28, 2022 (which date shall be known as the "Effective Date"), and the Administrator agrees to accept such employment.

2. Term

The term of this Agreement and appointment is for a period of three (3) years from the "Effective Date" through November 27, 2025 unless earlier terminated in accordance with the provisions of paragraph 8 below. The first year of the term shall be a probationary period as provided in Chapter 3, Section 6.1 of the General Bylaws of the Town of Sherborn.

3. Notices

Any and all notices required or permitted under this Agreement shall be sufficient if furnished in writing and given by delivery in hand or by registered mail, return receipt requested, addressed, if to the Town, to the attention of the chairperson of the Board at the Board's Office or to such other address as the Town may designate from time to time to the Administrator, and, if to the Administrator, to the Administrator's last known residence.

Notice shall be deemed given, if by personal delivery, on the date of such delivery, or if by registered mail, on the date shown on the applicable return receipt.

4. Duties

The Administrator shall faithfully perform all duties assigned to him by the

Select Board and in accordance with the job description as advertised and attached to this contract as Appendix "A", and any other local, state and federal laws, rules, regulations and policies, and as may be amended from time to time.

5. Salary

The Town agrees to pay the Administrator for services rendered under this Agreement, an annual base salary of \$160,000, subject to applicable withholdings and deductions, effective November 28, 2022, and continuing through November 27, 2023, payable in installments at the same time as other employees of the Town are paid.

The Town agrees to pay the Administrator for services rendered under this Agreement, an annual base salary of \$170,000, subject to applicable withholdings and deductions, effective November 28, 2023, and continuing through November 27, 2024, payable in installments at the same time as other employees of the Town are paid.

The Town agrees to pay the Administrator for services rendered under this Agreement, an annual base salary of \$175,000, subject to applicable withholdings and deductions, effective November 28, 2024, and continuing through November 27, 2025, payable in installments at the same time as other employees of the Town are paid.

The compensation and salary increases outlined in the preceding three paragraphs set forth all of the salary compensation to which the Administrator is entitled to receive during the term of this Agreement. The parties hereto agree that the Administrator shall receive the above-referenced pre-established annual salary increases in lieu of annual COLA increases that may be paid by the Town to other non-bargaining employees. Accordingly, the Administrator is not entitled to receive annual COLA increases that may be paid by the Town to non-bargaining employees during the term of this Agreement.

If the Administrator continues in the office after the expiration of this Agreement, and there is no successor agreement, he shall continue to receive the latest salary under this Section and the same benefits under this Agreement until such time as his salary and benefits shall be addressed by the Town. This Subsection shall survive the termination of this Agreement.

6. Hours of Work

The Administrator shall work full time (ordinarily 40 hours per week) in the

performance of the duties of Administrator. The Administrator shall attend meetings of the Board and other designated Committees, unless excused by the Select Board Chair or the Chair's designee, as required or necessitated for the proper performance of his duties and functions and subject to the other provisions of this Agreement. The Town Administrator shall maintain office hours that are reasonably consistent with the hours of the Select Board's office. If the Administrator will be absent from work for a full day for any reason, he shall provide as much advance notification as possible to the Select Board Chair or the Chair's designee. The Administrator shall be accessible to the Select Board at all times by cellular phone or other electronic communication device.

It is recognized that the Administrator is a professional position and requires a great deal of time outside of normal work hours to the business of the Town, and that, as a result, the Administrator will have the flexibility to adjust his schedule as needed with notification to his office staff

7. Other Employment

The Administrator will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the written permission of the Board.

The Administrator may engage in teaching or consulting activities in addition to his employment with the Town of Sherborn, provided that said activities are subject to written permission of the Board and do not interfere with the Administrator's ability to fulfill his obligations to the Town of Sherborn.

8. Termination and Suspension

A. Suspension or Termination by the Town for Cause: The Town may, by the vote of the Board, suspend or terminate this Agreement at any time for Cause following the procedures set forth herein. The Town may, by vote of the Board and by written notice to the Administrator, place the Administrator on administrative leave with full pay and benefits whenever the Board determines that circumstances warrant a hearing to determine whether Cause exists for suspension or termination of the Administrator. The Administrator shall receive notice in writing within five days of the decision to place him on administrative leave and/or of a vote to seek suspension or termination for cause without placing him on administrative leave. The notice shall include the charge(s) against him, and a brief summary of the reasons in support of the charge(s). In a 'for Cause termination' for unsatisfactory performance, prior written notice of poor performance will be given

before pursuing termination, and a reasonable opportunity shall be provided to address and correct the deficiency. A majority vote of the five members of the Board shall be sufficient to suspend or terminate the Administrator.

B. Hearings

- i. The Administrator may in writing request a hearing before the Board within ten days of the Administrator's receiving notice under Section 8(A). If the Administrator does not request a hearing, the Board not later than twenty days following delivery of the notice shall, unless the Administrator has since resigned, determine by vote if Cause exists. If the Board finds that Cause exists, then the Board may impose a suspension of the Administrator without pay and benefits or terminate this Agreement and employment of the Administrator, as decided by the Board, which vote shall be effective immediately upon notice to the Administrator.
- ii. Not earlier than ten days or later than twenty days following delivery of the written request for a hearing by the Administrator, the Board shall conduct a hearing, and the Administrator shall be given an opportunity to respond to the charge(s).
- iii. The hearing shall be conducted in accordance with the Massachusetts Open Meeting Law., G.L. c. 30A, §§ 20-25.
- iv. During the hearing, the Administrator shall have the right to be represented by counsel completely at his own expense to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. The Town may also have counsel at the hearing, examine witnesses, present evidence and make arguments.
- v. In its decision, the Board shall consider only such evidence as is presented at the hearing and make findings of fact based upon such evidence to determine whether Cause exists. The Administrator shall be provided with a written notice of the finding of the Board and reasons for the Board's determination within ten days after conclusion of the hearing.
- vi. If the Board, by vote, shall determine that Cause exists, then the Board may impose a suspension of the Administrator without pay and benefits or terminate this Agreement and employment of

the Administrator, as decided by the Board.

vii. In the event that the Town terminates this Agreement for Cause, the Administrator shall be entitled to no compensation or other benefits, unless otherwise determined by the Select Board, except for salary earned but unpaid through the date of termination and any accrued but unused vacation time as of the date of termination. Such termination or suspension shall take effect immediately upon notice to the Administrator, unless otherwise specified by the Board.

C. Termination by the Town for Other than Cause: The Town may, by majority vote of the Board terminate this Agreement at any time for other than Cause. The Administrator shall receive notice in writing at least thirty days prior to the date of termination of the decision to terminate this Agreement for other than Cause. In the event that the Town terminates this Agreement for other than Cause, the Administrator will receive payment for any salary earned but unpaid through the date of termination and any accrued but unused vacation time as of the date of termination. The Town shall provide the Administrator with a severance payment as follows:

i. If the termination occurs during the first year of employment, upon execution by the Administrator of a release acceptable to the Select Board, releasing any and all claims or potential claims against the Town and its employees and officials, the Administrator shall receive a lump sum severance payment equal to three (3) months' pay, plus any accumulated but unused vacation time, calculated at the rate of pay at termination, and continuance of his existing health insurance benefits at the existing cost sharing ratio in effect at that time for an additional six (6) months, which coverage shall cease if he accepts other employment providing a health insurance benefit.

ii. If the termination occurs after the first year of employment, upon execution by the Administrator of a release acceptable to the Select Board, releasing any and all claims or potential claims against the Town and its employees and officials, the Administrator shall receive a lump sum severance payment equal to six (6) months' pay, plus any accumulated but unused vacation time, calculated at the rate of pay at termination, and continuance of his existing health insurance benefits at the existing cost sharing ratio in effect at that time for the remaining term of this contract, which coverage shall cease if he accepts other employment providing a

health insurance benefit.

D. Termination by the Administrator

The Administrator may terminate this Agreement at any time by submitting sixty days advance written notice to the Board, provided that the Board in its sole discretion may allow a lesser amount of time of notice. In the event the Administrator terminates this Agreement, the Administrator shall be entitled to no compensation or other benefits, except for salary earned but unpaid through the date of termination and any accrued but unused vacation time as of the date of termination.

E. Appointment or Removal Powers

As required by Chapter 41, Section 108N of the General Laws of Massachusetts, nothing in this Agreement shall affect the appointment or removal power of the Board; nor shall it grant tenure to the Administrator; nor shall it abridge the provisions of Chapter 44, Section 67 of the General Laws of Massachusetts.

9. Performance Evaluation

Annually the Board may conduct an annual performance evaluation of Administrator.

The Board specifically may conduct a "360-degree style "performance evaluation during the first year of employment. Thereafter, the Board may conduct annual evaluations of Administrator which may include an assessment of whether the Administrator has satisfied annual goals that may be established as necessary for the operation of the Town and the attainment of the Board's policy objectives. These evaluations shall be carried out in a similar manner as other non-union employees, and in a form as set forth in the Personnel Administration Plan (PAP).

10. Employee Benefits

A. Vacation Time: The Administrator shall be granted five (5) weeks of vacation time annually, which shall be accrued as earned at the rate of 2.08 days per month worked. Vacation time shall be scheduled by the Administrator, subject to the approval of the Select Board Chair or the Chair's designee. Any unused vacation time may be carried over to the next year only in accordance with the Personnel Administration Plan of the Town's General By-laws.

B. Personal Time: The Administrator shall be provided personal days in a manner that is consistent with the Personnel Administration Plan of the Town's General By-Laws.

C. Sick Time: Throughout the term of this contract, the Administrator shall accrue sick time in a manner that is consistent with the Personnel Administration Plan of the Town's General By-Laws. Any unused days will be carried forward into the following year in accordance with the Personnel Administration Plan of the Town's General By-laws.

D. Other Benefits: The Administrator shall be provided other employee benefits based upon the Personnel Administration Plan of the Town's General By-Laws relating to general employee benefits including (if applicable) holidays, leaves of absence, jury duty, federal leave, personal leave, military leave, parental leave, administrative leave, deferred compensation, group life and medical insurance and retirement benefits generally provided to other employees of the Town, as they now exist or hereafter may be amended at the discretion of the Board, and not in conflict with this Agreement..

E. Devices: The Administrator will be loaned a cell phone and laptop throughout the duration of his employment for the Town for work-related use (hereafter, "devices"). Such devices will be owned and paid for by the Town and will be returned to the Town by Administrator on the last business day of his employment.

F. Automobile. The Town shall reimburse the Administrator according to the applicable IRS rate for the use of his personal vehicle for the performance of his official duties including the attendance of professional and civic meetings held outside of the Town (not for regular from-and-to-work commuting).

11. Professional Development

Subject to Town Meeting Appropriation, the Town agrees to pay for registration, travel, and subsistence expenses of the Administrator for short courses, programs, conferences and seminars that are necessary and appropriate to his professional development and for the good of the Town. Subject to annual appropriation, the Town shall pay the Administrator's registration fee(s), travel expenses and related costs for the International City and County Management Association's (ICMA) Annual Conference, the Massachusetts Municipal Association Annual Conference (MMA), and the Massachusetts Municipal Management Association Annual Spring and Fall conferences (MMMA).

12. Dues, Memberships, Subscriptions

Subject to Town Meeting Appropriation, the Town agrees to pay for professional dues, membership and subscription fees of the Administrator in the following professional organizations:

International City Management Association (I.C.M.A.), Massachusetts Municipal Managers' Association, and any other association, subscription or membership deemed necessary or desirable for his continued professional participation, growth and advancement and for the good of the Town if approved by the Select Board Chair.

13. Business Expenses

Subject to Town Meeting Appropriation, the Town agrees to reimburse the Administrator for necessary and reasonable expenses incurred in the course of his duties, or as an official representative of the Town, including attendance by him at civic events when requested by the Board Chair.

14. Indemnification

To the extent allowed by law, the Administrator shall be indemnified by the Town, pursuant to and as limited by the provisions of General Laws chapter 258, Sections 2, 9 and 13, other relevant provisions of law, and the by-laws of the Town, for claims made against him arising out of the performance of his duties and responsibilities as the Administrator. Such indemnification does not extend to proceedings or disputes related to the suspension or termination of employment or other disciplinary actions brought by the Town under Section 8 of this Agreement.

This section shall survive the termination of this Agreement.

15. Waiver

No waiver of any provision hereof shall be effective unless made in writing and signed by the Town and Administrator. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16. Governing Law

This Agreement shall be construed under, and governed by, the laws of the

Commonwealth of Massachusetts subject to MGL Chapter 41, Section 108N

17. Renewal and Non-Renewal of Agreement

If the Board decides not to renew this Agreement at its termination, the Board shall give the Administrator written notice at least six months in advance of the end of the term of this Agreement of its intent not to renew this Agreement. It shall be the duty of the Administrator to bring this issue to the attention of the Select Board at least two months in advance of the six-month deadline of the expiration of the Agreement by requesting an agenda item to discuss the matter so that the Select Board has a reasonable opportunity to act in a timely manner on the renewal decision. Failure of the Administrator to bring this matter to the attention of the Board at least eight (8) months prior to the expiration of the Agreement waives any rights under this Section.

If the Administrator brings the renewal decision to the attention of the Board at least eight months before the expiration of the Agreement and the Board does not give written notice of non-renewal at least six months prior to the expiration of the Agreement, 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 six month period. The compensation set forth herein shall be the exclusive remedy for non-renewal and shall satisfy all of the Town's responsibilities under Chapter 41, Section 108N and this Agreement.

18. General Provisions

A. This Agreement may not be amended except in writing and signed by both parties.

B. For purposes of the *Fair Labor Standards Act*, the Administrator shall be deemed an exempt employee.

C. The provisions of this Agreement are severable. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of the Agreement shall be deemed to be amended to the minimum extent necessary to provide the parties substantially the benefits set forth herein.

D. This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of the other party.

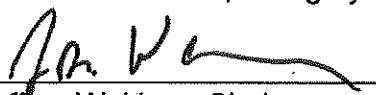
E. Prior to commencement of a legal action, the parties shall engage in

voluntary non-binding mediation before a mutually agreeable mediator to attempt to resolve any controversy or claim arising out of relating to this Agreement, with each party sharing equally in the expense of the mediator. The parties agree to conduct such mediation within sixty (60) days of receiving written notification of the other party. If a mediation cannot be scheduled, or if the parties cannot agree on a mediator, or if voluntary non-binding mediation cannot resolve the parties' dispute, then the parties agree that the Middlesex Superior Court shall have jurisdiction to resolve any disputes under this Agreement.

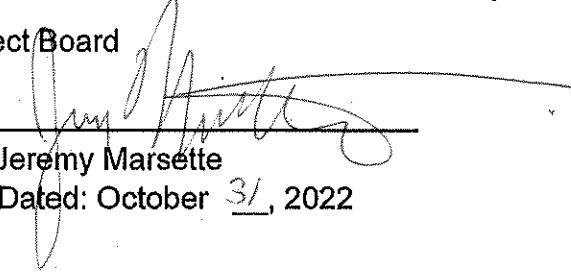
F. This Agreement constitutes the entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral.

The parties hereto have duly executed this Agreement as a binding contract as of the date first written above.

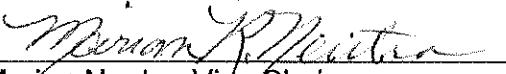
Town of Sherborn, acting by and through its Select Board


Jeffrey Waldron, Chair

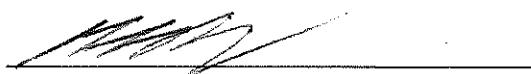
Dated: October 24, 2022


Jeremy Marsette

Dated: October 31, 2022


Marian Neutra, Vice Chair

Dated: October 24, 2022


George Morrill, Clerk

Dated: October 24, 2022


Paul DeRensis

Dated: October 24, 2022


Christopher J. Petrini

Town Counsel

Dated: October 31, 2022

2022.10.20 Sherborn Town Administrator Contract [FINAL] (1910-32)
Approved as to Form