

**EMPLOYMENT AGREEMENT BETWEEN
TOWN OF TOPSFIELD
AND
TOWN ADMINISTRATOR**

THIS AGREEMENT is made by and between the **Town of Topsfield**, hereinafter referred to as the "Town", acting through its Board of Selectmen, hereinafter referred to as the "Board" and **Kevin G. Harutunian**, hereinafter referred to as the "Town Administrator", or "his".

WHEREAS, G.L. c.41, s. 108N, authorizes the Board to establish an employment contract for a town administrator for a period of time, to provide for salary, fringe benefits, and other conditions of employment;

NOW, THEREFOR, the Board hereby appoints **Kevin G. Harutunian** to serve as Town Administrator and **Kevin G. Harutunian** hereby accepts employment subject to the following terms and conditions:

SECTION 1 - TERM

- A. The term of his employment shall be for a period commencing as of December 9, 2019, and terminating on June 30, 2022.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of the Town Administrator at any time subject only to the provisions set forth in Section 3 and in Section 4, Paragraphs A and B of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Administrator to resign at any time from this position with the Town, subject only to the provisions set forth in Section 16 of this Agreement.

SECTION 2 - REAPPOINTMENT

The Board shall give notice of whether or not it is inclined to reappoint the Town Administrator for another term not later than six (6) months before the end of this

Agreement.

If at the end of the term, neither a successor Agreement has been signed, nor a final notice that he will not be reappointed has been received by the Town Administrator, he may remain in office on a temporary basis with the mutual consent of both the Board and the Town Administrator, hereinafter referred to as the "Parties", and under the terms and conditions of this Agreement.

SECTION 3 - SUSPENSION AND TERMINATION

A supermajority of four (4) of the Selectmen may vote to suspend the Town Administrator with full pay and benefits for any period at any time during this Agreement. After a meeting conducted in accordance with the Open Meeting Law, G.L. c. 30A, §21, a supermajority of four (4) of the Selectmen may vote to suspend or terminate the Town Administrator for just cause provided that the Town Administrator has been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Selectmen. A supermajority of four (4) of the Selectmen may vote to terminate the employment of the Town Administrator without just cause. If the termination is for reasons other than just cause, "Section 4 - Severance Pay" shall apply. If the termination is for just cause the Town Administrator shall not be entitled to severance pay unless a supermajority of four (4) of the Selectmen vote to approve an amount of severance, which in any event shall not exceed the amount provided for in the following section.

SECTION 4 - SEVERANCE PAY

- A. In the event the Town Administrator is terminated by the Board before the expiration of the aforesaid term of employment for any reason other than just cause, then in that event, the Board agrees to pay the Administrator a lump sum equal to six months aggregate salary and a lump sum cash payment in lieu of all accumulated vacation. The acceptance by the Town Administrator of the severance pay and/or benefits provided herein shall constitute a complete and full release of any other rights, claims or causes of action, whether in law, equity or otherwise, the Town Administrator may have against the Town, its officers, agents, officials or employees. In the event the Town Administrator is terminated for just cause, then in that event, the Town shall

have no obligation to pay the aggregate severance sum as designated in this paragraph or to continue to employ the Town Administrator.

- B. In the event that the Town at any time during the term of this Agreement refuses, following written notice, to comply with any provision(s) benefiting the Town Administrator contained in this Agreement, or the Town Administrator resigns following a suggestion, whether formal or informal, by a majority of the Board that he resign, then in that event, the Town Administrator may at his option be deemed to be "terminated", at that date of such refusal to comply or of such suggestion, within the meaning and context of the herein severance pay provision.
- C. In the event the Town Administrator voluntarily resigns his position with the Town before expiration of the term of this Agreement, then the provisions as are enumerated in Section 4, Paragraphs A and B above, shall not apply.

SECTION 5 - SALARY

Subject to appropriation, commencing as of December 9, 2019, the Town Administrator shall be paid an annual salary of One Hundred Thirty-Two Thousand and 00/100 Dollars (\$132,000.00).

For each of the fiscal years commencing on July 1, 2020 and July 1, 2021 respectively, said salary shall be increased by two percent (2.00%). The Board, in its sole discretion, may further increase said salary for either or both fiscal years, based upon the Board's review of the performance of the Town Administrator.

SECTION 6 - DUTIES

The Town Administrator shall report to the Board and shall perform the duties specified in his job description, as may be amended from time to time, the relevant Town By-Laws, and such other duties as the Board shall from time to time legally assign to him.

SECTION 7 - HOURS OF WORK

The Town Administrator shall devote full time and attention to the business of the Town and shall not engage in any other business, except with the approval of the Board.

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 time off with the approval of the Chairman of the Board.

The Town Administrator shall inform the Board of Selectmen when he will not be available due to attending out-of-town meetings in excess of one day.

The Parties acknowledge that the Town Administrator is an "exempt" employee under the Fair Labor Standards Act ("FLSA") and is not entitled to overtime compensation under FLSA.

SECTION 8 - VACATION

The Town Administrator shall receive Twenty (20) vacation days at the commencement of his term, and on each succeeding anniversary year during the term of this agreement.

The Board and the Town Administrator agree that the Town Administrator may carry over unused vacation time to a succeeding year; however, in no event shall the Town Administrator carry more than ten (10) days unused vacation time into a succeeding year, or exceed thirty (30) days in total accumulation. The scheduling of vacations of five (5) or more consecutive days shall be subject to the approval of the Chairman of the Board and said approval shall not be unreasonably withheld.

SECTION 9 - RETIREMENT, HOLIDAY, PERSONAL DAYS AND SICK LEAVE BENEFITS

The Town Administrator shall be entitled to such other benefits, including but not limited to, retirement benefits, as provided for in G.L. c.32, and those as are provided to all other town employees under the "Personnel Rules, Regulations and Procedures" of the Town of Topsfield, as they may be amended from time to time.

The Town Administrator shall receive three (3) personal days per year, commencing on the date of his employment and on each succeeding anniversary date. Such accumulated personal days shall not be eligible for financial reimbursement, nor shall unused personal days be accrued from one anniversary year to the next, nor shall they constitute a financial liability for the Town upon the Town Administrator's separation from service.

Commencing with the date of his employment, the Town Administrator shall be credited ten (10) days of sick leave, and will thereafter accrue 1.25 sick days for each full month of service. Any portion of such sick days not used in any year during this contract will be accumulated up to an aggregate limit of two hundred (200) days. Accumulated sick days shall not be eligible for financial reimbursement nor shall they constitute a financial liability

for the Town upon the Town Administrator's separation from service.

SECTION 10 - INSURANCE BENEFITS

A. Professional Liability

The Town agrees to furnish, at its expense, professional liability insurance for the Town Administrator with liability limits of One Million Dollars (\$1,000,000.00).

B. Health and Life Insurance

The Town Administrator shall be eligible for all health and life insurance benefits for which the other non-union Town employees are eligible, in accordance with G.L. c. 32B. The Town agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage paid by the Town for the particular plan involved and available to non-union Town employees.

C. Workers Compensation

The Town Administrator shall be entitled to worker's compensation in accordance with applicable law.

SECTION 11 - AUTOMOBILE AND TRAVEL ALLOWANCE

Subject to appropriation, the Town shall pay the Town Administrator an automobile and travel allowance of Two Hundred Fifty and 00/100 Dollars (\$250.00) paid monthly and continuing so long as this Agreement is in effect.

SECTION 12 - PROFESSIONAL DEVELOPMENT

The Board shall budget for and pay reasonable expenses for professional development programs, including travel and subsistence expenses, up to Two Thousand Five Hundred and 00/100 Dollars (\$2500.00) per year, subject to appropriation. These programs may include, but are not limited to, the annual conferences of the International City Manager's Association and the Massachusetts Municipal Association. The Town Administrator shall submit such professional development programs to the Board for its approval at least two (2) weeks prior to the program.

SECTION 13 - PROFESSIONAL DUES AND SUBSCRIPTIONS

The Board shall budget for and pay reasonable expenses for professional dues and subscriptions for his continued and full participation in professional organizations related to local government, up to One Thousand Five Hundred and 00/100 Dollars (\$1500.00) per year, subject to appropriation. Such organizations include, but are not limited to, the Massachusetts Municipal Association (MMA), the Massachusetts Municipal Management Association (MMMA), the Massachusetts Municipal Human Resources Association (MMHR), the Small Town Administrators of Massachusetts (STAM), and the Massachusetts Association of Public Purchasing Officials (MAPPO).

SECTION 14 - TOWN ADMINISTRATOR ANNUAL PERFORMANCE REVIEW

- A. Annually, the Town Administrator and the Board shall define goals and objectives for the Town Administrator which they determine necessary for the proper operation and management of the Town. Said goals and objectives shall be in writing, and shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town.
- B. The Board shall review and evaluate the Town Administrator annually. Said review and evaluation shall be based on his performance on the aforementioned goals and objectives. Further, the Board shall provide the Town Administrator with a written summary statement of the evaluation findings. The Board shall provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board.

SECTION 15 - INDEMNIFICATION

To the extent allowed under G.L. c. 258, the Town shall defend, hold 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 any alleged act or omission, arising out of the performance of the Town Administrator's duties. This Section shall not apply to: (1) any willful or intentional torts; (2) criminal violations of G.L. c. 268A; (3) any criminal acts; and (4) any act or omission not arising from the performance of the duties as Town Administrator.

This Section shall survive the expiration of this Agreement to the extent that it shall

apply to all acts or omissions covered herein which occurred during the course of the Town Administrator's employment, even when the claim was made after resignation, termination or the expiration of this Agreement. In no event, however, shall the Town be liable to indemnify the Town Administrator for any costs, expenses, legal fees, and/or damages arising out of any complaints, lawsuits, or other legal actions commenced by him against the Town, its officers, agents, officials or employees.

SECTION 16 - RESIGNATION

In the event the Town Administrator voluntarily resigns his position with the Town before the expiration of the term of this Agreement, the Town shall have no obligation to pay him any amount due beyond the effective date of his resignation except as provided for under Section 4. The Town Administrator shall give the Board written notice for his resignation at least sixty (60) days before the effective date, unless the Parties agree otherwise.

SECTION 17 – REOPENING FOR MODIFICATION

By mutual agreement the Parties may, at any time, reopen and modify any provision of the Agreement.

SECTION 18 - CONFLICTS WITH PERSONNEL REGULATIONS

Subject to this Agreement, any matter relating to benefits that are not specifically addressed herein shall be subject to and controlled by the terms and conditions of the "Personnel Rules, Regulations and Procedures" of the Town of Topsfield as may be amended from time to time.

SECTION 19 - DEATH DURING TERM OF EMPLOYMENT

If the Town Administrator dies during the term of his employment, the Town shall pay to the Town Administrator's estate compensation for services rendered and benefits accrued up to the date of the Town Administrator's death, including but not limited to, accrued and unused vacation and holiday time. In no event shall the Town be liable to the Town Administrator's estate for payment of compensation or other benefits under this Agreement for time not actually worked.

SECTION 20 - NO REDUCTION OF BENEFITS

The Town agrees that it shall not at any time during this contract reduce the salary, compensation or other benefits of the Town Administrator, except to the extent that such reduction is evenly applied across-the board for all employees of the Town.

SECTION 21 - ENTIRE AGREEMENT

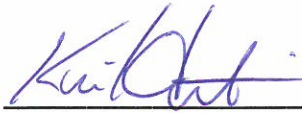
This Agreement embodies the whole agreement between the Board and the Town Administrator and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Agreement may not be modified except by written agreement signed by both the Board and the Town Administrator. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

SECTION 22 - SEVERABILITY

This Agreement is subject to the laws of Massachusetts. If any portion of this Agreement is deemed invalid, unconstitutional, or unenforceable, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

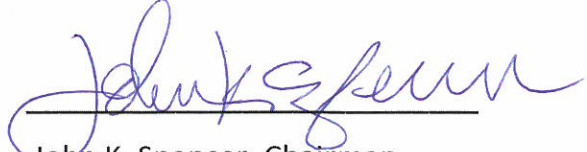
IN WITNESS WHEREOF, the Parties have hereunto signed and sealed their Agreement and a duplicate thereof this 8th day of November, in the year 2019.

Town Administrator

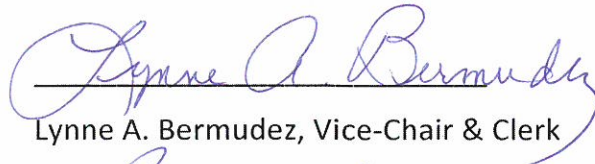


Kevin G. Harutunian

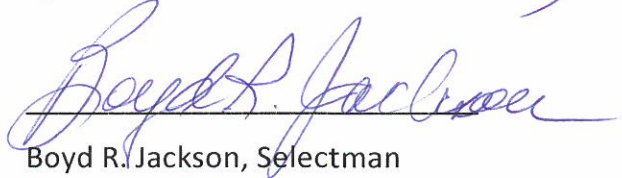
Board of Selectmen



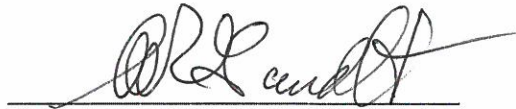
John K. Spencer, Chairman



Lynne A. Bermudez, Vice-Chair & Clerk



Boyd R. Jackson, Selectman



A. Richard Gandt, Selectman