

TOWN OF STOW
EMPLOYMENT AGREEMENT WITH TOWN ADMINISTRATOR

Agreement made this 7th day of July 2020 between the Town of Stow, acting by and through its Board of Selectmen ("Stow") and Denise M. Dembkoski of Billerica Massachusetts ("Town Administrator").

In consideration of the mutual promises and the covenants set forth herein, Stow and the Town Administrator hereby agree to the following terms and conditions as a contract of employment:

1. Authority, Powers and Duties

Stow agrees to employ the Town Administrator and the Town Administrator agrees to serve in accordance with and subject to the provisions of the Home Rule Charter of Stow, Article IV, Section 4-1 through and including Section 4-5, the express terms and conditions of which are incorporated herein by reference, as the same may be from time to time amended("the Charter"). The duties of the Town Administrator shall be as defined and provided for in said sections, or as may otherwise be determined by Stow in accordance with said Charter or bylaws enacted pursuant thereto.

2. Term

a. The term of this Agreement shall be commencing on September 1, 2020 and ending on August 31, 2023.

b. This term shall be subject to renewal, extension, suspension or termination by Stow in accordance with the provisions of Article IV, Section 4-5 of the Charter and this Agreement. Any actions taken by Stow pursuant to Section 4-5 shall set forth the reason or reasons for such action, said reasons shall meet the standard of good cause.

c. The Board and the Town Administrator shall notify each other in writing of their intent to renew this Agreement no later than six months prior to the end date of this Agreement, March 1, 2023. Provided that each party has notified the other of their desire to negotiate a successor Agreement, both parties will endeavor to reach an agreement on a successor Agreement no less than three months prior to the end of this Agreement, August 31, 2023.

In the event either party desires not to renew this Agreement, such party shall provide the other with a notice of such intention at least one hundred and twenty (120) working days prior to the expiration of this Agreement. In the event that the Board so elects not to renew this Agreement, the Town Administrator shall be paid severance pay for either the period which the Town Administrator remains unemployed as a Town Administrator or three months, whichever is less, provided, however, that in the event this Agreement is not renewed due to gross misconduct by the Town Administrator, the Town shall have no obligation to pay the severance sum provided for in this paragraph. This provision shall remain in force and effect beyond the termination of this Agreement. If the Town Administrator elects not to renew this Agreement, no severance pay will be owed (except unused vacation pay up to a maximum of 30 days). In either event, the Town Administrator also agrees to provide customary and usual technical assistance to the successor Town Administrator for a reasonable period of time. It is expected that approximately sixty (60) to ninety (90) days of management support

will be needed beyond the Town Administrator's termination date

d. The Town Administrator may, at her option, and by a minimum of sixty (60) days written notice to the Board, unilaterally terminate this agreement. The Board may, at its discretion, shorten or waive such requirement. In this event, the Town Administrator will provide the customary and usual technical assistance to the successor referenced in the preceding paragraph. Also in this event, no severance pay will be owed (except unused vacation pay up to a maximum of 30 days).

3. Compensation

a. The Town Administrator shall receive an annual salary of One hundred and thirty-nine thousand dollars (\$139,000.00), commencing September 1, 2020, subject to town meeting appropriation, payable in equal installments and on such dates as customary for all salaried employees of Stow, subject to all withholding of taxes and other deductions as required by law or agreed to by the Town Administrator. The annual salary for the fiscal years commencing July 1, 2021 and July 1, 2022 shall be subject to negotiation.

b. Except as herein provided, the Town Administrator shall receive all benefits provided for other salaried employees of Stow including, but not necessarily limited to, health benefits, life insurance, vacation, sick days, retirement and other fringe benefits as are provided for by the Personnel Administration Bylaw of the Town of Stow.

c. The Town Administrator is entitled to four (4) days of full pay bereavement leave related to the death of a close member of her family including her spouse, parent, sister, brother-in-law, nephew or niece. In addition, she shall be eligible for one (1) day of bereavement leave for other family members. Full bereavement leave benefits are available upon the first day of employment

d. Beginning on September 1, 2020, the Town Administrator shall be entitled to twenty (20) vacation days and four (4) personal days annually, said days, when taken, shall be deducted from any vacation days that the Town Administrator may otherwise accrue in accordance with the Personnel Administration Bylaw.

e. The Town Administrator is provided with a \$1,500 annual automobile allowance to be paid out over the regular payroll cycle and taxable as a fringe benefit. There will be no mileage reimbursement provided.

f. The Town Administrator is provided with a \$1,000 annual cell phone allowance paid out over the regular payroll cycle and taxable as a fringe benefit. There will be no additional reimbursement for cell phone usage.

g. The Board recognizes and encourages the Administrator to join professional organizations that are typically affiliated with municipal government. The Town agrees to budget and pay for professional dues and subscriptions of the Administrator for such organizations.

The Town shall reimburse the Administrator for all reasonable and proper expenses incurred while attending approved conferences. The Board also agrees that the Administrator will be

allowed to attend courses, institutes, and seminars that are necessary for her professional development and she will be reimbursed for any reasonable and proper expenses incurred while attending such events, subject to appropriation. The Board agrees that Ms. Dembkoski also be allowed to attend courses to maintain her Massachusetts Certified Collector and Treasurer certification.

The maximum amount of money that the Town will pay per year for the total expenses associated with professional development shall be four thousand dollars (\$4,000). Any meeting or conference exceeding one (1) day in duration requires prior approval by the Board of Selectmen. Meetings and conferences unrelated to town business shall not exceed ten (10) days per year without prior approval of the Board of Selectmen.

h. For purposes related to the Fair Labor Standards Act, the Town Administrator shall be defined as an "exempt employee".

4. Work Schedule

a. Beginning on September 1, 2020 and extending through to December 31, 2020, if necessary, the Town Administrator is allowed to work for the Town of Groveland, generally on Fridays.

b. The Town Administrator's basic work schedule will be a 40-hour week Monday through Thursday, not including evening meetings (including but not limited to Selectmen meetings), and 24/7 emergency access. The Town Administrator will work as necessary on Fridays though the parties understand that normally the Town Administrator will work only a half day on Fridays.

5. Termination, Removal or Suspension

a. The Town Administrator shall be subject to the termination of employment at any time during the term of this Agreement or any extension or renewal thereof in accordance with the provisions of Section 4-5 of Article IV of the Charter and the provisions set forth above.

b. Unless and until this Agreement or any extension or renewal thereof is so terminated, or terminated by the Town Administrator as set-forth above, the Town Administrator shall continue to serve for terms of three years at the pleasure of the Selectmen in accordance with the provisions of the Charter.

c. In addition to the provisions for the termination of this Agreement by the Town Administrator as set-forth above, the Town Administrator may indicate her intention not to renew or extend this Agreement by giving written notice thereof to Stow dated and received at least six months prior to August 31, 2023, i.e. before March 1, 2023 and at least six months prior the termination date of any subsequent extension or renewal of this Agreement. In this event, the Town Administrator agrees to provide management support services as expressed in paragraph 2c above.

By a majority vote of the full Board, this Agreement may be terminated subject to Article IV, Section 4-5 of the Town Charter. In the event the Town Administrator is terminated by the Board of Selectmen, the Town will pay the Town Administrator six months of salary and any unused vacation time. Provided, however, that in the event that the Town Administrator is terminated for criminal conduct, gross

negligence or willful misconduct, or failure to abide by the terms of this Agreement, the Town shall have no obligation to pay the termination costs identified in this Agreement. This article shall remain in force and effect beyond the termination date of this Agreement.

6. General Provisions

a. This Agreement shall constitute the entire agreement between Stow and the Town Administrator and shall only be amended, changed or modified in writing and executed by both parties.

b. This Agreement shall be interpreted and construed in accordance with the laws of Massachusetts and in such manner as to be consistent with the provisions of the Charter. In the event that any provision, or portion thereof, of this Agreement is found to be inconsistent with said Charter, or otherwise invalid or unenforceable, then such provisions or portion thereof shall be deemed severable, and the remainder of this Agreement shall remain in full force and effect.

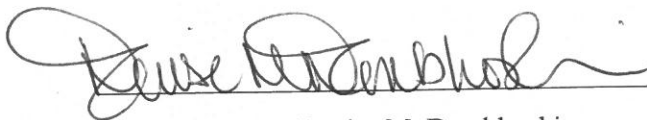
c. All monetary provisions of this Agreement are subject to appropriation by Town Meeting.

d. The Town Administrator may accept speaking, writing, lecturing, teaching or other paid engagements of a professional nature as she sees fit, provided they do not interfere with the performance and discharge of her duties and responsibilities as town Administrator. Any such engagements, activities, or work must be approved in advance by the Selectmen, whose approval will not be unreasonably delayed or denied, and shall not be in violation of the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

e. To the extent allowed by M.G.L. c. 258, the Selectmen agree that it shall defend, hold harmless, and indemnify the Town Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Town Administrator in her official capacity as Town Administrator provided the incident occurred while the Town Administrator was acting within the scope of her employment and in good faith. Except that in no case will the individual Board members be considered personally liable for indemnifying the Town Administrator against such demands, claims, suits, actions and legal proceedings.

Executed on the date first written above.

Town Administrator:



Denise M. Dembkoski

Employer:

TOWN OF STOW, Acting by and through
its BOARD OF SELECTMEN

Thomas C. Ryan III

Wendell M. ...

Mark ...

Colin Freck

Jeff Leoni