

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 2 day of October 2017, pursuant to Mass.Gen.L. c. 41, §108N, by and between the Town of Marshfield, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Michael Maresco, of 201 Arlington Street, Marshfield, Massachusetts, hereafter called "Town Administrator".

WITNESSETH:

1. Employer desires to employ the service of Michael Maresco as Town Administrator of the Town of Marshfield, as provided by Division 1, Chapter C, §4-1-1 of the Marshfield Town Code, which Article is attached hereto, and marked "Attachment A" and
2. It is the desire of the Employer to describe and define the duties, to provide certain benefits, to establish certain terms and conditions of employment, to establish goals and objectives, and to set the working conditions of said Town Administrator; and
3. The Town Administrator represents that he is qualified and capable of performing the duties and responsibilities of said position; and

4. The Town Administrator desires to accept full time employment as Town Administrator of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

Employer hereby agrees to employ the Town Administrator as the Town Administrator of said Town to perform the functions and related duties of said position as specified in the Code of the Town of Marshfield, Marshfield Town Charter, applicable Town Bylaws, votes of the Town Meeting, general or special laws, and the job profile/description, as agreed upon and signed by both the Employer and the Town Administrator, attached hereto, marked "Attachment A" and incorporated herein by reference, all of which may be amended, rescinded and supplemented from time to time by mutual agreement of the parties hereto; and to perform such other legally permissible and proper duties and functions as the Board of Selectmen (hereinafter called "Board"), or Town Meeting, shall from time to time assign; provided, however that additional duties which substantially and materially change the nature or extent of the duties of the Town Administrator shall not be assigned without his consent. It is further agreed that the Town Administrator will represent Employer in union collective bargaining matters with the assistance of Labor Counsel to the extent necessary and convenient to the Town Administrator.

The Town Administrator hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

Section 2. Term

The term of this Agreement shall be from October 30, 2017 through October 29, 2020 unless sooner terminated in accordance with the provisions hereof. Town Administrator agrees to remain in the exclusive employ of the Employer during the term of this Agreement, and neither to accept other employment nor to become employed by any other employer during said term.

The term "employment" shall not be construed to include occasional teaching, writing, or consulting performed during Town Administrator's time off as long as the same does not interfere with the obligations the Town Administrator has to the Employer, nor is adverse to the interests of the Employer and further provided that the Town Administrator shall notify the Board with advance written notice prior to engaging in such activities.

Section 3A. Salary

A. Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Town Administrator the Employer agrees to pay the Town Administrator for his services rendered pursuant hereto an annual salary. Beginning October 1, 2017, the annual salary shall be One Hundred Forty Thousand and 00/100 (\$140,000.00) dollars. On or before July 1, 2018, and thereafter on or before the anniversary date of the Town Administrator's employment during the contract term,

the Town Administrator's salary and performance will be reviewed by the Employer and, based on the Town Administrator's performance, will be increased by such amount, if any, as may be mutually agreed upon by Employer and Town Administrator.

B. The Town Administrator recognizes and agrees that he will not be entitled to any salary increases or changes in benefits accorded to other town employees, unless the Employer agrees to same in a written amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of the Personnel Bylaw of the Town of Marshfield.

C. The Board shall submit to the Town Meeting appropriation requests sufficient to fund this agreement.

Section 3B. Performance Bonus

The Town Administrator shall receive a Performance Bonus of Five Thousand and 00/100 (\$5,000.00) Dollars following the July 1, 2018 Performance Review provided that the Board determines that the Town Administrator has generally made progress toward meeting the Goals and Objectives set forth on Attachment B to this agreement. If the Board determines that the Town Administrator has generally met with a high level of performance and on a consistent basis 3 of the 5 goals and objectives so established by the Board, the Town shall pay the applicable bonus within twenty-one (21) days of said determination by the Board. The performance bonus shall be deemed when earned as salary for the purposes of determining or calculating the Town Administrator's pension for any retirement purposes pursuant to Mass. Gen. L. c. 32 or any other applicable laws

or regulations. Nothing herein shall be construed as limiting the Board's authority to discussing any other issues during Performance Reviews or limiting the number of Performance Reviews.

Section 4. Suspension, Termination and Severance Pay

A. Suspension. Employer may suspend the Town Administrator for good cause, with pay and benefits, at any time during the term of this agreement, in accordance with Division 1, Chapter C, Article 8, §8-2-2 of the Marshfield Town Charter.

B. Termination for Malfeasance. The Employer may terminate the service of the Town Administrator at any time for malfeasance. The provisions of §§8-2-3 and 8-2-4 of the Marshfield Town Code shall apply to such termination. Upon termination for malfeasance under the provisions of this paragraph all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties. For purposes of this agreement "malfeasance" is defined as criminal misconduct or other intentional or deliberate acts involving moral turpitude, whether or not such acts are committed in the course of Town Administrator's employment with the Town.

C. Termination Other Than for Malfeasance. The Town Administrator may be terminated by the Employer for failure to meet performance goals established pursuant to Section 5 hereof, or for other good cause, as defined in §§8-2-1 of the Marshfield Town Code, before expiration of the aforesaid term of employment. In that event, Employer agrees to pay Town Administrator a lump sum cash payment of three months salary. Further, the Employer agrees to permit the Town Administrator to remain

enrolled in the Employer's medical and life insurance plans for three months, provided the Town Administrator pays his share of premiums attributable to his membership to the same extent as if he were still employed by the Employer.

The Employer also agrees to permit the Town Administrator to remain enrolled in the Employer's medical and life insurance plans for a further eighteen (18) months, or such longer term as may be required by applicable law, after the expiration of the period set out in the immediately preceding paragraph, provided the Town Administrator remits to the Town Treasurer one hundred percent (100%) of the insurance premiums attributable to this membership, monthly in advance. The provisions of this Section 4(C) shall survive the termination of this Agreement.

D. In the event Town Administrator voluntarily resigns his position with Employer before expiration of the term of employment provided for herein, then Town Administrator shall give the Employer one month's notice in advance unless the parties otherwise agree. In the event the Town Administrator voluntarily resigns, he shall not be eligible for any severance benefits.

E. Nothing shall prevent the Employer from undertaking the termination of the Town Administrator at such time as the Town Administrator is under suspension.

F. The acceptance by the Town Administrator of the severance pay and/or benefits provided hereunder 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 Employer, its officers, agents, officials or employees.

Section 5. Performance Evaluation

Contemporaneously with the execution of this Agreement, and thereafter on or before the anniversary date of this Agreement, the Board of Selectmen, in conjunction with the Town Administrator, shall define such goals and performance objectives, and the Town Administrator's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Employer's policy objectives. Should there be a disagreement over the goals and objectives, then the decision of the Board shall prevail. The Board shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Town Administrator shall prepare in writing and submit for the Board's approval such goals and objectives, which shall be signed by both parties and shall be attached to and become a part of this agreement.

As set forth in Section 3B above, the Board shall review and evaluate the performance of the Town Administrator on or before July 1, 2018 for the purpose of determining eligibility for a performance bonus for 2018, and thereafter, without regard to performance bonus, on or before the anniversary date of this agreement, in accordance with the aforesaid goals and objectives and any other specific personal performance criteria and any new goals developed jointly by the Board and the Town Administrator. Further, the Board shall provide the Town Administrator with a summary written statement of the performance evaluation of the Town Administrator by the Board and provide an adequate opportunity for the Town Administrator to discuss this evaluation with the Board.

The Town Administrator shall not be terminated from his position pursuant to Section 4, Paragraph C, of this Agreement until at least three (3) months after he has received from the Board a written statement that his performance has been unsatisfactory.

Section 6. Hours of Work

Except as otherwise authorized, the Town Administrator shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Town Administrator may have to expend additional time beyond the normal Town Hall work day, and the Town Administrator agrees to do same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

The Town Administrator shall not without advance notice and the approval of the Board spend more than 5 hours per week in teaching, counseling or other non-employer connected occupational activities, (which activities, regardless of said five hour limit shall not interfere with the obligations the Town Administrator has to the Employer, or be adverse to the interests of the Employer). Examples of such other activities include participation in state and regional associations. Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

Section 7. Vacation, Holiday, Emergency Leave, Sick Leave, Bereavement Leave, etc.

A. The Town Administrator shall receive four weeks ((20) days) of vacation each year. In the case of death, vacation payment shall be made to the estate of the deceased Employee in an amount equal to the vacation allowance accrued through the date of death. Vacation entitlement shall accrue on the basis of one-twelfth (1/12th) of the yearly annual (total) entitlement for each month of active employment in the vacation year. A maximum of ten (10) days of unused vacation leave may be accumulated and carried over to subsequent years.

B. The Town Administrator shall receive twelve (12) sick and/or personal days of each year. The Town Administrator shall have no right to receive any cash payment or "buyout" of sick leave or personal leave.

C. Paid holidays and jury leave as provided in the Employer's Personnel Bylaw (a copy of which is attached hereto, marked "Attachment C"), shall be applicable to the Town Administrator.

D. Emergency/Bereavement Leave. The Town Administrator may have up to leave up to four (4) days off for the death of a parent (including step parents), spouse or child (including step children). For the death of a brother, sister, mother-in-law, father-in-law, grandparent or grandchild the Town Administrator may have up to three (3) days off. The Town Administrator shall be entitled to one (1) day off without loss of pay for the purposes of attending funeral services for the Town Administrator's uncle, aunt, grandparents-in-law, brother-in-law or sister-in-law). It is understood that these

bereavement days must be days upon which the Town Administrator is regularly scheduled to work and be taken within seven (7) days of the funeral.

Section 8. Health, Life Insurance and Other Benefits

The Town Administrator (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Marshfield on the same basis as other Town employees.

Section 9. Indemnification

Employer shall provide indemnification and legal defense for the Town Administrator in accordance with Mass.Gen.L. c. 258. Employer acknowledges that it has accepted section 13 of said c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Town Administrator, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. The Employer agrees that it will maintain its current insurance policy, or a substantially similar policy, indemnifying the Town Administrator against liability arising out of acts taken in the course of his employment. The Town Administrator shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

Section 10. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Town Administrator under any law, bylaw or regulation.

Section 11. Other Terms and Conditions of Employment

A. Reimbursement for Expenses. The Town Administrator shall also be reimbursed for mileage, toll and parking expenses incurred in connection with his business use of his private automobile. The Town Administrator will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business, including his participation in civic activities in his official capacity.

B. Professional Dues and Activities. The Employer shall annually provide, subject to appropriation, a sum not to exceed \$2,000 for professional memberships and activities, including related travel, of the Town Administrator, such sum or any part thereof to be expended upon the authorization of the Board.

Section 12. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

1. Employer: Board of Selectmen, 870 Moraine Street, Marshfield, MA 02050

2. Town Administrator: Michael Maresco, 201 Arlington Street, Marshfield, MA
02050

Section 13. General Provisions

A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Town Administrator.

C. This Agreement shall become effective commencing October 1, 2017.


D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Town Administrator being employed as and performing the services required of the Town Administrator of the Town.

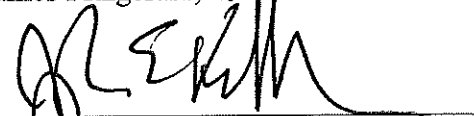
E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

IN WITNESS WHEREOF, the Town of Marshfield, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen, and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate, the day and year first above, written.

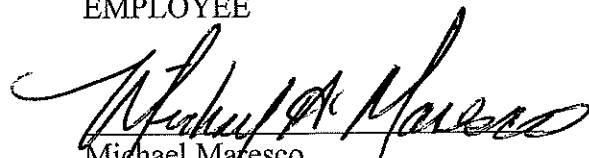
BOARD OF SELECTMEN


Michael Bradley, Chairman

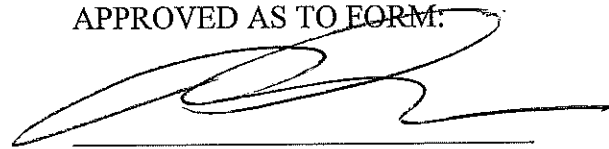

James Fitzgerald, Vice Chairman


Joseph Kelleher, Clerk


EMPLOYEE


Michael Maresco

APPROVED AS TO FORM:


Robert W. Galvin, Town Counsel

ATTEST:


Narice Casper, Asst. Town Clerk

Draft Goals and Objectives for Town Administrator's Contract

1. Improve functionality/effectiveness of Town's fiscal operation:
 - a. Address staffing and performance issues of staff in Treasurer Collector's office & Town Accountant's Office
 - i. Performance reviews/assessment of current staff;
 - ii. Assist in Hiring of new Town Accountant
 - iii. Monitoring new staff – establish set feedback process for probationary employees
 - iv. Establish goals and objectives for DPW financial performance.
 - b. Improve Communication and Cooperation among finance departments
 - i. Weekly mandatory meetings – Treasurer Collector, Accountant, Assessor and Town Administrator
 - ii. Monthly mandatory meetings with Finance Team – Town Administrator, Treasurer Collector, Accountant, Assessor, DPW Superintendent and Business Manager, School Business Manager
 - c. Follow up with Board of Selectmen
 - i. Weekly updates to Board of Selectmen
 1. Status of Town Matters
 2. Summary of topics discussed at Finance Team meetings
2. Restore functionality/effectiveness of Town's Building Department & Facilities Manager's Department.
3. Follow-up/execution of Board priorities

- a. Regular updates on status of priorities identified by the Board of Selectmen
- b. Follow-up on individual members concerns, questions
- c. Develop consistent means of communicating with the Board re: issues of concern

4. Time Management

- a. Focus on departments under control and supervision of the Board of Selectmen and have them improve Time Management
- b. Allotment of time should reflect Board priorities, i.e. focus on fiscal operation.

5. Improve Customer Service

- a. Review Board's expectations with department heads
- b. Follow up promptly on any complaints