

APPROVED



**LANCASTER SELECT BOARD
Executive Session Meeting
Executive Session Minutes
Monday, March 28, 2022**

Present: Jason A. Allison, Chair
Jay M. Moody, Chair
Jeff Nutting, Interim Town Administrator
Kate Hodges, Town Administrator Candidate

Not Present: Alexandra W. Turner, Select Board Member

Chairman Allison open the meeting at 5:03P.M.

Chairman Allison read the following:

Move to enter Executive Session in accordance with G.L. c.30A, §21(a)(2) for the purpose of conducting contract negotiations with the selected Town Administrator candidate, Kate Hodges, to invite Interim Town Administrator Jeff Nutting and Town Administrator Kate Hodges into the Executive Session, and to reconvene back into Open Session after the discussion. (Roll Call Vote)

Jason A. Allison vote Aye

Jay M. Moody vote Aye

Moved into Executive Session at 5:03 p.m.

Discussion:

Interim Town Administrator review the Contract with the New Town Administrator, Kate Hodges. Mr. Nutting explained it had been vetted by the Town's Labor Attorney.

Kate Hodges joined the meeting and explained she was very excited to be coming to Lancaster and looked forward working with everyone.

Jason A. Allison made the Motion to approve the Contract as presented, Jay M. Moody Seconded. Jason A. Allison vote Aye and Jay M. Moody vote Aye. (2-0-0)

Seeing no further business, the Executive Session was adjourned 5:10pm and reconvened back into Open Session.

Respectfully submitted

Jeff Nutting, Interim Town Administrator

APPROVED

Jay Moody, Clerk

Approved and accepted: 4/4/2022

**EMPLOYMENT AGREEMENT BETWEEN
TOWN OF LANCASTER
&
TOWN ADMINISTRATOR**

THIS AGREEMENT ("Agreement") is made and entered into this 28th day of March 2022, by and between the Town of LANCASTER, Massachusetts, a municipal corporation ("Town"), acting by and through its Select Board ("Board"), and Kate I. Hodges ("Town Administrator").

WITNESSETH

WHEREAS, the Town desires to employ the services of Kate I. Hodges as Town Administrator of the Town of LANCASTER; and,

WHEREAS, the Board, under Massachusetts General Laws Chapter 41, Section 108N, may contract with a Town Administrator for such services; and,

WHEREAS, it is the desire of the Board to contract for the salary and benefits and to define and establish certain conditions of employment and set working conditions of said Town Administrator; and,

WHEREAS, it is the desire of the Board to obtain the services of said Kate I. Hodges as Town Administrator, and to provide inducement for she to remain in such employment; and,

WHEREAS, Kate I. Hodges agrees to accept such employment as Town Administrator of the Town of LANCASTER;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises, terms, conditions, agreements, and covenants contained herein, the parties agree as follows:

SECTION 1. Functions and Contract Scope

- (a) The Town hereby employs Kate I. Hodges as its Town Administrator to perform the duties usually and customarily performed by a Town Administrator in accordance with the Job Description attached hereto as Exhibit A. The Town Administrator shall be responsible for the day-to-day management of the Town subject to the general supervision and policy direction of the Board. The Town Administrator shall perform, faithfully and to the best of her ability for the Board and the Town, all duties and responsibilities of a Town Administrator generally imposed by or implied from, including, but not limited to, the laws of the Commonwealth of Massachusetts, the Town's Bylaws, the Board's policies, other applicable laws, rules and/or regulations, customs and practices within the Commonwealth of Massachusetts, and such other functions, duties and responsibilities as from time to time may now or hereafter be assigned to the Town Administrator by the Board or Town Meeting. The Town Administrator hereby agrees to perform such duties in a timely and efficient manner, consistent with applicable professional standards.

- (b) Ms. Hodges represents that her application materials which were submitted to the Board in pursuit of the position of Town Administrator are complete and accurate to the best of her knowledge.
- (c) The contract term shall commence April 24, 2022 and shall remain in full force and effect for a period of three (3) years and two (2) months, to and including June 30, 2025, unless earlier terminated under the provisions of this Agreement.
- (d) In the event of a dispute concerning Ms. Hodges' ability to perform the essential functions of the position, the Board, acting in its sole discretion, may retain an independent medical expert to perform an examination and evaluation. Any expense for such medical examination and evaluation shall be paid for by the Town.

SECTION 2. Compensation

- (a) Each twelve-month period during the term of this Agreement shall be a "Contract Year" (apart from Contract Year #1 which shall be 14 months in length). During Year #1, the Town shall pay the Town Administrator for services rendered under this Agreement an annual salary equal to One Hundred Seventy-Five Thousand (\$175,000.00) Dollars.
- (b) For subsequent contract years, the Town agrees to increase Ms. Hodges' compensation by the same percentage amount provided to all non-union, non-contract managerial professionals employed by the Town.
- (c) In addition to the base wages, the Board shall make an annual deferred compensation contribution on Ms. Hodges' behalf to a deferred compensation plan in the amount of \$5,000 for each fiscal year of this Agreement.
- (d) For the purposes of the Fair Labor Standards Act, the parties hereto agree that the Town Administrator is an "exempt employee."
- (e) The Town agrees that it shall not at any time during the term of this Agreement 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 non-union, non-contract managerial professional employees of the Town.

SECTION 3. Termination and Severance Pay

- (a) The Board may terminate the employment of Ms. Hodges at any time for just cause. Upon termination for just cause under the provisions of this paragraph, the parties will only be obligated to the extent explicitly agreed to hereunder, and the remainder of this Agreement shall be void and without recourse of the parties.
- (b) Ms. Hodges may be terminated by the Town for any reason other than just cause at any time before expiration of the aforesaid term of employment. In that event, the Town agrees to pay a lump sum cash payment of six (6) months' salary.

- (c) The termination of Ms. Hodges under this Section shall not interfere with any rights or obligations that Ms. Hodges may have under state or federal law with respect to retirement benefits and/or the continuation of group health insurance benefits at Ms. Hodges' expense.
- (d) Ms. Hodges shall not be entitled to severance pay in the case of non-reappointment or non-renewal of this Agreement. The Board agrees to provide Ms. Hodges with at least six (6) months' notice should the Board vote to not renew her contract. In the Board does not take a vote not to renew six (6) months in advance and no successor employment agreement is negotiated prior to the term of this Employment Agreement, this Employment Agreement shall be extended for term of one (1) year on its then current terms.

SECTION 4. Resignation

Ms. Hodges may voluntarily terminate this Agreement and resign from the position of Town Administrator before the expiration date of this Agreement at any time. Ms. Hodges agrees to give the Board sixty (60) days written notice prior to the effective date of her resignation, unless otherwise agreed by the parties in writing. Ms. Hodges's pay, compensation, expenses, and benefits shall cease on the effective date of resignation, unless sooner terminated under the provisions of this Agreement, subject to any rights or obligations that the Town Administrator may have under state or federal law with respect to retirement benefits and/or the continuation of group health insurance benefits at Ms. Hodges's expense. Ms. Hodges shall not be entitled to severance pay if she resigns from office.

SECTION 5. Town Administrator Performance Evaluation

- (a) The Board shall review and evaluate Ms. Hodges once each year. Said review and evaluation shall take place between June 1 and July 1 of each Contract Year and shall be based on the goals and objectives developed by the Board jointly with Ms. Hodges, as referenced in paragraph 6(b), below. The Chair of the Board shall prepare a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for Ms. Hodges to discuss her evaluation with the Board. The summary written statement shall be subject to the approval of the Board.
- (b) On an annual basis, the Board, will work jointly with Ms. Hodges, to define the goals and objectives which the Board determines to be necessary for the proper operation of the Town. The Board shall determine the criteria for attainment of such goals. These criteria shall be reduced to writing and shall, to the extent feasible and reasonable, include, but not be limited to, budgetary and financial administration; personnel administration; supervision of subordinates and leadership; staff development; employee and labor relations; relations between Town government and the public; policy development and execution; interaction and communication with the Board; relations between Town government and other local and state governmental bodies. The goals and objectives established under this section 6(b) shall generally be attainable within reasonable time limits specified by the Board or within the limits of the annual operating and capital budgets of the Town.

SECTION 6. Hours of Work

Ms. Hodges will devote her full time and attention to the business of the Town and will not engage in any other business during working hours, except with the express approval of the Board. Any additional or outside employment shall not conflict with the performance and discharge of Ms. Hodges's duties and responsibilities and shall not be in violation of the Conflict-of-Interest Law, Massachusetts General Laws Chapter 268A.

SECTION 7. Health Insurance, Paid Time Off, Leave and Other Benefits

- (a) Ms. Hodges agrees not to subscribe to the Town's group health insurance program, the cost of which for a family plan for the duration of this contract in exchange for the compensation considerations outlined in sections 2 and 9 herein. Should a qualifying event occur relative to health insurance coverage or Ms. Hodges elects to enroll in the Town's group health insurance program during open enrollment, Ms. Hodges' will discuss the matter with the Board whereby Sections 2 and/or 9 of this Agreement may be adjusted.
- (b) Ms. Hodges will be afforded the opportunity to participate in the Town's life insurance programs on the same terms and conditions on which such insurance is provided to other non-union, non-contract managerial employees of the Town, including but not limited to premium contributions, coverage, and plan options.
- (c) Ms. Hodges shall be required to participate in the Worcester Regional Retirement System and shall work with Retirement officials to transfer any credible service and applicable contributions from her previous roles into the WRRS.
- (d) Ms. Hodges shall be entitled to twenty (20) vacation days for each Contract Year covered by this Agreement. Vacation days shall be granted as of July 1st of each year
 - i. Earned vacation days may be used by Ms. Hodges upon notice to the Select Board and subject to the policies of the Town.
 - ii. Accrued, unused vacation days may be carried over from one Contract Year to another during the term of this Agreement, up to a maximum of fifteen (15) days.
 - iii. Upon termination of Ms. Hodges's employment for any reason, Ms. Hodges shall be paid for:
 - Any accrued, unused vacation days which have been carried over from the previous Contract Year, up to the maximum of fifteen (15) days allowed under this Agreement and required by law.
- (e) Ms. Hodges shall be granted sick days, which sick days shall be earned and accrued at the rate of thirteen (13) days per year during each term of this Agreement. There shall be no right of buyback regarding such accrued, unused sick days upon termination of this Agreement. Ms. Hodges will be permitted to carry up to 120 days of sick leave.

- (f) Ms. Hodges shall receive three (3) days of personal leave during each Contract Year. Such days shall not accrue and shall not carry over from one Contract Year to the next. Ms. Hodges shall receive up to five (5) days of bereavement leave for a death of an immediate family member, which shall be defined as including a spouse, parent, step-parent, sibling, child, in-law (sibling, parent spouse). Up to three (3) days bereavement shall be afforded for other non-immediate family circumstances at the discretion of the Board.
- (g) All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance, and other fringe benefits shall apply to Ms. Hodges as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of Ms. Hodges, except as otherwise provided in this Agreement.
- (h) The following shall be recognized as paid holidays on the day on which they are observed: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas-Eve (noon dismissal), and Christmas Day. If any of the foregoing holidays fall on a Saturday, the preceding Friday will be considered the holiday for purposes of this Agreement. If any of the foregoing holidays fall on a Sunday, the ensuing Monday will be considered the holiday for purposes of this Agreement.

SECTION 8. Professional Development & Certification

- (a) Ms. Hodges will be allowed to attend professional conferences, trainings, and online sessions each year without loss of vacation or other leave. Attendance at these events shall be discussed with the Board in advance, as applicable, and will be weighed against the needs of the Town.
- (b) Town agrees to pay all reasonable expenses relative to professional membership and development for Ms. Hodges with special focus on those trainings or certification needs which may be required to fulfil the essential functions of the role up to \$3,000 per year.
 - i. Memberships include: The International City Managers Association (ICMA), MA Municipal Association (MMA), MA Municipal Managers Association (MMMA) and the Society for Human Resources Management (SHRM).
 - ii. Development sessions required to maintain certifications including: ICMA-CM, MCPPO, SHRM-CM, Mediator and any applicable Law Lab Updates and Trainings.
 - iii. Such memberships and/or development attendance shall not unreasonably interfere with the performance of Ms. Hodges's duties and responsibilities to and for the Town.

SECTION 9. Automobile and Other Expenses

- (a) The use of Ms. Hodges's personal automobile will be required for the performance of her duties under this Agreement. Because of this, the Town shall provide the Administrator with an allowance for such use at the annual rate of \$3,000 for each fiscal year of the agreement to be paid in monthly or bi-weekly installments in accordance with the Town's payroll

processes. The Town also reimburse Ms. Hodges fir all business-related travel expenses including tolls and parking as long as reimbursement is accompanied by proof of expense and dated accordantly.

- (b) Ms. Hodges shall be provided a with a Town smartphone which includes internet, hotspot connection and Town email capability. Ms. Hodges will also be provided a Town tablet enabled with wireless connectivity and access to Town email and any other relevant app-based system. The Town shall provide Ms. Hodges a laptop and docking station for Town business use. Charges for the acquisition and/or monthly fees for access to and on these devises shall be the responsibility of the Town. These devises shall be used for Town business only and may only be used in a manner consistent with the Town's IT policies.

SECTION 10. Indemnification

- (a) To the extent permitted by law, the Town shall indemnify, save, defend, and hold harmless Ms. Hodges from personal financial loss, all damages, and expenses, including legal fees and costs, to the full extent allowed by, and in accordance with the limitations, restrictions and conditions set forth in Massachusetts General Laws Chapter 258 for claims made against her arising out of the performance of her duties and responsibilities as Town Administrator. This obligation shall survive the termination or expiration of this Agreement with respect to such claims provided that they are based on acts by Ms. Hodges in the scope of her employment hereunder and that such acts occur prior to the termination or expiration of this Agreement.
- (b) The Town shall not be required to indemnify, hold harmless, or defend Ms. Hodges for violations of any civil rights if she is found to have acted in a willful or malicious manner, or for any claims arising out of conduct which is outside the scope of her duties or beyond the Town's legal authorization to indemnify her. The Town shall cover Ms. Hodges under a public liability insurance policy.
- (c) Should, subsequent to her service as Town Administrator, the Town call or summons Ms. Hodges to provide information about or testify as to actions that took place during her tenure as Town Administrator, Ms. Hodges agrees to cooperate.
- (d) The Town shall pay the amount of any settlement or judgment rendered thereon, except in no case will any individual board member(s) be considered personally liable for any demands, claims, suits, actions, and legal proceedings. The Town may compromise and settle any such claim or suit and agrees to pay the amount of any settlement or judgment rendered thereon without recourse to Ms. Hodges.
- (e) This Section shall survive any termination or expiration of this Agreement with respect to covered acts based on conduct which occurred during the term of this agreement.

SECTION 11. Notices

- (a) Notices pursuant to this Agreement shall be sent by certified mail, return receipt requested, by the United States Postal Service addressed as follows:

FOR THE TOWN:

SELECT BOARD
Town of Lancaster
701 Main Street #1, Lancaster, MA 01523

TOWN ADMINISTRATOR:

KATE HODGES
[REDACTED]

- (b) Alternatively, notices required hereunder may be personally served.
- (c) Notice shall be deemed as given as of the date of personal service or as of the date of receipt of such written notice as provided by the United States Postal Service, as applicable.
- (d) Ms. Hodges agrees to provide the Board with her current address, both mailing and residential, and personal telephone numbers. These shall remain private.

SECTION 12. Town Meeting Approval

The financial obligations called for by this Agreement are subject to appropriation by Town Meeting. The Board agrees to support and to take reasonable action to obtain funding for the financial obligations of the Town under this Agreement, including requesting an appropriation by Town Meeting or funding from other available sources.

SECTION 13. Bonding

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

SECTION 14. Miscellaneous

- (a) This Agreement constitutes the entire agreement of the parties hereto and may not be altered, amended, or modified, except by an agreement in writing, signed by all parties, and specifically referring to this Agreement.
- (b) The parties hereto each represent and acknowledge that in executing this Agreement they do not rely, and have not relied, upon any representation or statement made by the other party or the other party's agents, representatives, or attorneys regarding the subject matter, basis, or effect of this Agreement.
- (c) This Agreement is made and entered into in the Commonwealth of Massachusetts, and shall be interpreted, enforced, and governed under the laws of the Commonwealth. The parties

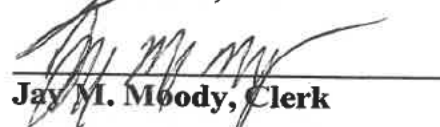
hereto agree that the terms and conditions of this Agreement shall be construed as a whole, according to their fair meaning, and that the Agreement shall not be strictly construed against either party.

- (d) If any cause of action arising out of, under, or in relation to, this Agreement is available, such action shall be brought exclusively in a state court of competent jurisdiction for the Commonwealth of Massachusetts and the parties voluntarily and expressly agree to submit to the jurisdiction of such court.
- (e) This Agreement shall be binding and inure the benefit of the Town's successors and assigns and Ms. Hodges heirs, representatives, agents, designees, assigns, executors, and administrators. If any provision, or any portion thereof, contained in this Agreement is determined by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected thereby, and shall remain in full force and effect. In the event of a conflict between this Agreement and the Massachusetts General Laws, the provisions of the Massachusetts General Laws shall control.
- (f) A failure by any party at any time to require performance of any provision of this Agreement shall not waive, affect, diminish, preclude, or void in any way that party's right to require performance of the same, or any other, provision(s) of this Agreement at any time thereafter. Each term of this Agreement is contractual and not merely a recital.
- (g) The parties will execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.

IN WITNESS HEREOF, the Town of LANCASTER, Massachusetts, has caused this Agreement to be signed and executed in its behalf:

By the Lancaster Select Board:



Jason Allison, Chair

Jay M. Moody, Clerk

Alexander W. Turner, Member

AND the Town Administrator:



Kate Hodges

All parties execute this Agreement as a Sealed Instrument.