

EMPLOYMENT AGREEMENT BETWEEN
THE TOWN OF SUDBURY and
HENRY L. HAYES, JR., THE TOWN MANAGER

This Agreement, made and entered into this 3rd day of March, 2020, pursuant to Ch. 41, §108N of the Massachusetts General Laws, and the provisions of the "Sudbury Town Manager Act," by and between the Town of Sudbury, Commonwealth of Massachusetts, a municipal corporation, acting by its Select Board, hereafter referred to as the "Board" and Henry L. Hayes, Jr., hereinafter referred to as the "Town Manager."

In consideration of the promises herein contained, the parties mutually agree as follows:

WHEREAS, the Town desires to employ the services of said Henry L. Hayes, Jr. as Town Manager of the Town of Sudbury, pursuant to the Acts and Resolves of 1994, Chapter 131, hereinafter referred to as the "Sudbury Town Manager Act"; and

WHEREAS, the Board, under Chapter 41, §108N of the Massachusetts General Laws may contract with the Town Manager for such services; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment, and set the salary of said Town Manager; and

WHEREAS, it is the desire of the Board to appoint the Town Manager and to provide inducement for him to remain in such employment; and

WHEREAS, the parties intend that this Employment Agreement shall be for an initial term of 3 years, but subject to renewal for successive term(s).

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

SECTION I: FUNCTIONS & DUTIES

The Town agrees to employ said Henry L. Hayes, Jr. as Town Manager. The Town Manager shall perform the functions and duties of the chief executive officer of the Town of Sudbury in accordance with the "Sudbury Town Manager Act" and such other duties and functions as the Board shall, from time to time, legally assign to him.

SECTION II: TERM

- A. This Agreement shall have a term of three years, beginning April 1, 2020 and expiring March 31, 2023 unless earlier terminated under the provisions of this Agreement and the "Sudbury Town Manager Act."
- B. The Board may terminate the services of the Town Manager, in accordance with the provisions set forth in Section III.

SECTION III: TERMINATION & SEVERANCE PAY

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Manager for good cause at any time, subject only to the provisions of this Section III.
- B. In the event the Town Manager is terminated by the Select Board prior to the expiration of the term of this Agreement, and the Town Manager is otherwise willing to perform the duties of Town Manager, the Town shall give four weeks' notice of such decision and pay the Town Manager six months of salary as a termination payment. In addition, the Town will pay the Town Manager for any unused, accrued vacation time, provided, however, that in the event the Town Manager is terminated for criminal conduct, willful misconduct, or failure to abide by the terms of this contract, the Town shall have no obligation to pay the termination payments designated in this paragraph, however accumulated but unused vacation time will be paid.
- C. In the event the Town Manager voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town not less than ninety (90) days' written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. In the event of a voluntary resignation, the termination payment enumerated in paragraph B above shall not apply.
- D. This section shall survive any termination of this Agreement.

SECTION IV: RE-APPOINTMENT

The Board and the Town Manager shall notify each other in writing of their intent to renew the contract no later than July 1, 2022. The Board and the Town Manager, provided each has notified the other in writing of their desire to commence negotiations for a successor contract, will endeavor to reach agreement on a successor agreement prior to September 1, 2022. If the Town Manager is not re-appointed on or before November 1, 2022, nothing in this Agreement, absent termination pursuant to Section III, shall preclude the Town Manager from finishing the remainder of his term with its then applicable salary and benefits.

SECTION V: COMPENSATION

- A. **Base Salary:** The Town Manager shall be paid an annual base salary of \$180,000, effective April 1, 2020 in accordance with Section 6 of the "Sudbury Town Manager Act." The salary for the Town Manager shall be payable in bi-weekly installments at the same time as other Town department managers. The Town Manager salary may be adjusted annually in connection with annual performance reviews and evaluations under Section VII as being equal to or above fully satisfactory.
- B. **Reduction in Salary:** The Town Manager's salary shall not be reduced below the amount set forth in Section A, unless there is a general reduction of management salaries of the Town.

- C. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an “exempt employee.”

SECTION VI: BENEFITS

- A. **Health, Life and Dental Insurance:** The Town Manager shall be eligible for all health, life and dental insurance benefits available to other Town employees. The premium cost for said insurance benefits shall be paid by the Town on the same basis as for other Town employees. In the event the Town Manager is terminated by the Town under conditions pursuant to Section III of this Agreement, the Town shall pay its normal share of premium costs for said insurance benefits for six months from the date of termination. In the event of the Town Manager’s retirement, the Town shall pay health, life and dental insurance premium costs on the same basis as other Town retirees. Terms of this subsection shall become effective on the day this contract is executed.
- B. **Insurance Opt-Out:** Effective April 1, 2020 each year that the Town Manager does not receive health insurance from the Town, the Town Manager shall be eligible to receive a \$3000 annual opt out benefit payable in bi-weekly installments.
- C. **Deferred Compensation:** The Town Manager shall be paid \$6,000 per year in deferred compensation.
- D. **Vacation:** Effective April 1, 2020, the Town Manager shall be entitled to twenty (20) days of vacation each fiscal year, to be prorated in any year in which the Town Manager works less than twelve months. Unused earned vacation may be carried over subject to a maximum accrual carry-over of twenty (20) days. In addition, effective April 1, 2020 the Town Manager shall be entitled to five (5) days of vacation available immediately upon hire to be used as required for his military exit obligations. These days are not to be available for carry-over and are to be used only prior to March 31, 2021.
- E. **Sick Leave, Personal Leave and Bereavement Leave:** Effective October 1, 2021 the Town Manager shall be entitled annually to: 1) two days of personal leave, and 2) sick leave and bereavement leave in accordance with the Town of Sudbury Employee Handbook, all to be prorated in any fiscal year in which the Town Manager works less than twelve months.
- F. **General Benefits:** In addition, the Town Manager shall be entitled to such other benefits generally provided to Town non-union department heads, subject to this Agreement.
- G. **Holidays:** The Town Manager shall be entitled the same Holidays as other Town non-union employees, which is currently eleven (11).

SECTION VII: TOWN MANAGER EVALUATION

- A. Within the first thirty (30) days of the Town Manager’s employment, The Select Board and Town Manager will establish entry plan goals and objectives as they see necessary to support on-boarding, operations of the Town, and policy needs.

- B. In the first year of this agreement, the Town Manager and Select Board agree to meet after ninety (90) days to review the onboarding process and experience and to discuss priorities and any resources needed to facilitate full immersion into the position of Town Manager.
- C. In the first year of this agreement, the Town Manager and Board agree to a six (6) month evaluation of performance and progress in realization of established entry plan goals and objectives. This review and evaluation shall include a “360 degree assessment” with solicited subjective feedback from one of the Town’s School Superintendents and at least four direct reports of the Town Manager chosen randomly in a process conducted by the Town Manager and Select Board. Any costs associated with implementing the “360 degree” assessment shall be borne by the Town. Further, the Chairman of the Board or his or her designee shall provide the Town Manager with a written statement of the findings of the Board and provide an adequate opportunity for the Town Manager to discuss his evaluation, and the results of the “360 degree” assessment with the Board, including a written self-assessment.
- D. The Board shall annually review and evaluate the Town Manager’s accomplishment of the established goals and objectives as well as the credentials and professional development discussed in Section IX. The first annual review will occur after one year of employment. This review and evaluation shall include a “360 degree assessment” with solicited subjective feedback from one of the Town’s School Superintendents and at least four direct reports of the Town Manager chosen randomly in a process conducted by the Town Manager and Select Board. Any costs associated with implementing the “360 degree” assessment shall be borne by the Town. Further, the Chairman of the Board or his or his designee shall provide the Town Manager with a written statement of the findings of the Board and provide an adequate opportunity for the Town Manager to discuss his evaluation, and the results of the “360 degree” assessment with the Board, including a written self-assessment. The “360 degree assessment” will occur with each annual review thereafter.
- E. Annually, the Board and the Town Manager shall define such goals and performance objectives, which they determine necessary for the proper operation of the Town and the attainment of the Board’s policy objectives, and shall further establish a relative priority among the various goals and objectives, and said goals and objectives shall be reduced to writing. They shall generally be attainable within the time limits specified, within the annual operating and capital budgets and appropriations provided by the Town and within existing circumstances and external conditions affecting the Town. They may or may not coincide with the broader goals set by the Select Board for themselves and the Town.

SECTION VIII: EXPENSES

A. Automobile Expenses:

The Town Manager shall be provided with an annual vehicle allowance of \$4,800 paid in bi-weekly installments. This allowance shall provide for all necessary travel

mileage, tolls, and related costs. Reimbursement for work-related parking costs shall be paid upon submittal of receipts by the Manager.

- B. **Professional Development:** The Town shall pay the Town Manager's registration fee(s) and related expenses 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).

The Town shall pay the Town Manager's registration fee(s) and expenses to and from short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.

The Town agrees to budget and pay for the professional dues and subscriptions for the Town Manager necessary for membership in the International City/County and Management Association (ICMA), American Society for Public Administration (ASPA), the Massachusetts Municipal Management Association (MMMA), and any other professional organizations deemed necessary and desirable for his continued professional participation, growth, and advancement for the good of the Town.

- C. **Other Expenses:** The Town Manager shall be reimbursed for any reasonable expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by his at civic events.

SECTION IX: OTHER

CREDENTIALS AND PROFESSIONAL DEVELOPMENT

The Town Manager shall throughout the term of this agreement be a member in good standing of the International City and County Management Association (ICMA), the Massachusetts Municipal Management Association (MMMA), the American Society for Public Administration (ASPA), and the 495/MetroWest Partnership. The Town Manager shall regularly attend meetings of these four organizations and any regional municipal management organizations and report to the Board on information relevant to the Town.

Pending acceptance and as schedule allows, the Town Manager shall during the term of this agreement work towards certification as an ICMA Credentialed Manager and as a Massachusetts Certified Public Purchasing Official through the Office of the Massachusetts Office of the Inspector General. Pending acceptance and as schedule allows, the Town Manager shall also during the term of this agreement attend the MMA Bootcamp, MMA-Suffolk Municipal Finance Management Seminar, and the MMA-Suffolk Certificate in Local Leadership & Management program.

SUCCESSION PLANNING AND ASSISTANT TOWN MANAGER

The Town Manager and the Board agree that succession planning for the office of the Town Manager is an important consideration. It is further agreed that, should a vacancy occur in the office of Town Manager, the Select Board may wish to consider the incumbent Assistant Town Manager for appointment as Temporary and/or Permanent Town Manager. In recognition of

this, the parties agree that the Town Manager will confer with the Select Board as part of the process through which the Town Manager appoints a future Assistant Town Manager.

OUTSIDE ACTIVITIES

The Town Manager may accept speaking, writing, lecturing, teaching, or other paid engagements of a professional nature as he/she sees fit, provided they do not interfere with the performance and discharge of his duties and responsibilities as Town Manager. Any such engagements, activities, or work must be approved in advance by the Board, 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.

HOURS OF WORK

The Town Manager shall normally work at least forty (40) hour work weeks, which normally includes at least thirty-five (35) hours during normal office hours and five (5) hours in attending meetings and other duties outside office hours. The Town Manager recognizes that his job duties may require him to work beyond forty (40) hours per week in order to fulfill his obligations as a professional employee.

It is recognized that the Town Manager must devote a great deal of time outside of normal office hours to the business of the Town and to that end the Town Manager will be allowed to take reasonable time off as he shall deem appropriate during said normal office hours.

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

SECTION X: BONDING & INDEMNIFICATION

To the extent permitted and as limited by law, the Town shall indemnify and save harmless the Town Manager from any claim, loss, liability or damage including punitive damages, reasonable legal fees and costs in an amount not more than \$1,000,000 for any errors or omissions of the Town Manager within the scope of his employment with the following exceptions:

- (a) The Town Manager shall not be so indemnified for an intentional violation of civil rights. For the purposes of this Agreement, an intentional violation of civil rights shall mean bad faith conduct made with the intention to deprive an individual of his or his civil rights under as State or Federal civil rights statute. Any conduct the Town Manager performed with the knowledge and acquiescence of the Select Board shall not be deemed an intentional violation of civil rights under this agreement.
- (b) The Town Manager shall not be so indemnified for criminal acts or any actions at the State Ethics Commission.
- (c) This section shall survive any termination of this Agreement.

SECTION XI: SEVERABILITY

If any provision or any portion thereof of this Agreement is found to be unconstitutional, invalid or unenforceable, it shall not affect the remainder of said Agreement but said remainder shall be binding and remain in full force and effect.

SECTION XII

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall be deemed one and the same instrument.

SECTION XIII: GOVERNING LAW

This Agreement shall be governed by and constructed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.


SECTION XIV: NOTICES

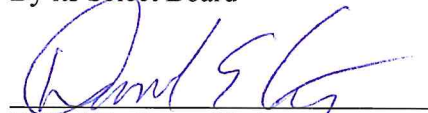
Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to his last known residence, in the case of the Town Manager, or the Chairman of the Select Board in the case of the Town.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 2nd day of March in the year 2020, such Agreement to be effective as of April 1, 2020 until March 31, 2023

TOWN OF SUDBURY

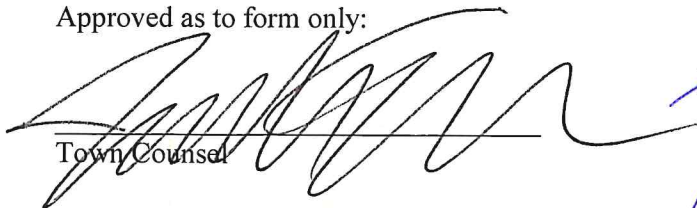
By its Select Board

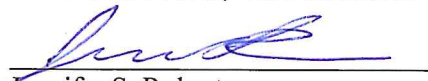

Henry L. Hayes, Jr.
Town Manager



Daniel E. Carty, Chairman

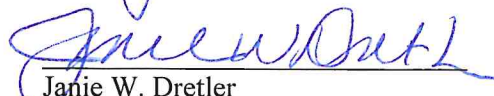

Patricia A. Brown, Vice Chairman

Approved as to form only:


Town Counsel


Jennifer S. Roberts


William J. Schineller


Janie W. Dretler