

# EMPLOYMENT AGREEMENT

This Employment Agreement (“AGREEMENT”) is entered into on ~~October~~ ~~August~~ \_\_\_\_, 202~~53~~ with an effective date of July 1, 202~~53~~ by and between the **TOWN OF RANDOLPH, MASSACHUSETTS** (herein referred to as the “TOWN”), acting by and through its TOWN COUNCIL, with its offices at Town Hall, 41 South Main Street, Randolph, MA 02368, and **CHRISTINE M. GRIFFIN**, (herein referred to as “GRIFFIN”).

## RECITALS

Whereas the TOWN desires to employ GRIFFIN as its full-time in-house Town Attorney subject to the supervision of its TOWN COUNCIL (“COUNCIL”) and GRIFFIN is willing to accept such employment, all on the terms as set forth below,

NOW, THEREFORE, in consideration of the promises, the mutual covenants hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which ~~are~~ hereby acknowledged, the parties agree as follows:

## SECTION 1 - ENGAGEMENT OF GRIFFIN

- 1.1 Pursuant to the terms of the Randolph Charter, the TOWN, by and through its TOWN COUNCIL, hereby appoints and engages GRIFFIN, and GRIFFIN hereby accepts employment by the TOWN, as its full-time in-house Town Attorney, to perform the duties and responsibilities described in the Randolph Charter and in Section 3 of this Agreement, below.
- 1.2 GRIFFIN shall devote her full working time to her duties as full-time in-house Town Attorney. GRIFFIN shall not engage in any outside paid professional activity without prior TOWN COUNCIL knowledge and approval.
- 1.3 GRIFFIN’s official title shall be “Town Attorney” or “Solicitor.”

## **SECTION 2 – TERM OF EMPLOYMENT**

- 2.1 The term of this Agreement and GRIFFIN's term of employment shall commence on the effective date of this AGREEMENT, July 1, 202~~5~~<sup>3</sup> (the "Commencement Date"), and shall terminate on June 30th, 202~~8~~<sup>6</sup> (the "Termination Date"). This Agreement may be extended by written agreement of the parties.

## **SECTION 3 – POWERS, DUTIES AND RESPONSIBILITIES**

- 3.1 GRIFFIN shall have the powers, duties and responsibilities of the in-house Town Attorney, consistent with the applicable provisions of the Randolph Charter and all other applicable provisions of law. As such, her duties will include, but will not be limited to, the following: the daily legal representation of the TOWN, working with the TOWN COUNCIL and Town Manager. GRIFFIN shall represent the TOWN in legal proceedings, provide legal advice, interface with any external contract counsel hired by the TOWN to protect the TOWN's legal interests, provide legal direction on personnel matters and perform other appropriate duties of TOWN ATTORNEY, as prescribed by the TOWN COUNCIL.

GRIFFIN shall report on a regular basis to the TOWN MANAGER, who shall oversee her daily activities, and shall be responsible to the TOWN MANAGER and the TOWN COUNCIL. The TOWN COUNCIL shall have ultimate authority to oversee and direct GRIFFIN's activities and responsibilities as Town Attorney and instruction given by vote of the TOWN COUNCIL shall supersede instruction or direction from any other TOWN officer. The TOWN COUNCIL may assign GRIFFIN any duties which fall within her powers and responsibilities as Town Attorney.

It is acknowledged that the duties and responsibilities of the in-house Town Attorney in terms of demands and responsibilities of her position do not permit prescribed limitation of time and may occasionally require her to work during other than usual and customary Town Hall hours, and at locations other than Town Hall due to, for example, attendance at evening public meetings, preparation for and attendance at Court, depositions and other hearings and other job-related circumstances. As an exempt employee, not entitled to overtime, GRIFFIN, when reasonably requested, shall attend certain meetings and report to work for those hours necessary to faithfully perform the duties and responsibilities of her position as in-house Town Attorney.

- 3.2 GRIFFIN shall undertake her duties promptly upon the effective date of this AGREEMENT and will diligently and faithfully prosecute the duties set forth herein in a prompt and professional manner.

### **3.3 EVALUATION:**

The TOWN COUNCIL may make an annual review of GRIFFIN's job performance, doing so with the guidance/assistance of the TOWN MANAGER.

A short written summary of any such review shall be provided to GRIFFIN once the review is complete.

The TOWN COUNCIL may, from time to time and in consultation with GRIFFIN, establish one or more specific objectives for GRIFFIN to accomplish as in-house Town Attorney.

### **3.4 TERMINATION AND REMOVAL:**

This AGREEMENT may be terminated and GRIFFIN may be removed from her position as Town Attorney at the discretion of the TOWN COUNCIL upon the affirmative vote of a majority of the full TOWN COUNCIL.

If the AGREEMENT is terminated by the TOWN COUNCIL for cause, then there will be no severance payment, of any kind whatsoever, due to GRIFFIN.

If the AGREEMENT is terminated by the TOWN COUNCIL without cause, GRIFFIN shall be paid a total severance payment equal to six (6) months of her salary at the salary rate in effect at the time of termination (the "Severance Payment").

Prior to voting on termination of this AGREEMENT for cause, the TOWN COUNCIL will grant GRIFFIN an opportunity for a hearing concerning whether there is cause for termination under this AGREEMENT and will provide at least one (1) week's prior notice of said hearing to GRIFFIN.

GRIFFIN may terminate this AGREEMENT at any time, for any reason or no reason, upon Thirty (30) days written prior notice to the TOWN COUNCIL and Town Manager.

Upon termination of this AGREEMENT by either party, this AGREEMENT shall be deemed null and void and no further duties or obligations, in any manner whatsoever, shall be owed by GRIFFIN or by the TOWN, except such ongoing obligations as are specifically described in this AGREEMENT.

If at the end of the term of this AGREEMENT (June 30th, 202~~8~~<sup>6</sup>) the TOWN COUNCIL does not wish to renew this AGREEMENT and reappoint GRIFFIN, the TOWN COUNCIL shall provide GRIFFIN with at least six months advance written notice of such intent not to reappoint (by December 30th, 202~~7~~<sup>5</sup>).

As used in this AGREEMENT “cause” shall mean:

- (a) conviction of a crime involving moral turpitude;
- (b) willful misconduct;
- (c) gross neglect of duties;
- (d) intentional non-performance of duties; or
- (e) material breach or intentional acts detrimental to duties.

#### **SECTION 4 - COMPENSATION AND BENEFITS**

##### **4.1 COMPENSATION:**

As compensation for the services she is to perform as in-house Town Attorney hereunder, GRIFFIN’s annual salary rate shall be as follows:

- a) For the contract year of this Agreement beginning July 1, 202~~5~~<sup>3</sup> and ending June 30, 202~~6~~<sup>4</sup>, GRIFFIN’s annual compensation rate shall be One-Hundred ~~Ninety-Five~~<sup>Eighty</sup> Thousand Dollars (\$1~~95~~<sup>80</sup>,000).
- b) For the contract year of this Agreement beginning July 1, 202~~6~~<sup>4</sup> and ending June 30, 202~~7~~<sup>5</sup>, GRIFFIN’s annual compensation rate shall be ~~Two~~<sup>One</sup>-Hundred ~~Eighty-Five~~ Thousand Dollars (\$~~200~~<sup>185</sup>,000).

c) For the contract year of this Agreement beginning July 1, 202~~75~~<sup>86</sup> and ending June 30, 202~~86~~<sup>86</sup>, GRIFFIN's annual compensation rate shall be ~~Two~~<sup>Two</sup>~~One~~<sup>One</sup>-Hundred ~~Five~~<sup>Five</sup>~~Eighty-Five~~<sup>Eighty-Five</sup> Thousand Dollars (\$~~205~~<sup>205</sup>~~185~~<sup>185</sup>,000).

4.2 GRIFFIN's salary shall be payable at such intervals as is customary with TOWN employees, subject to applicable withholding and other payroll taxes and otherwise in conformity with the normal payroll practices of the TOWN.

#### 4.3 BENEFITS:

The Town Attorney position is a non-union, FLSA exempt position. Unless specifically addressed separately herein, GRIFFIN shall be due all those benefits available to full-time non-union TOWN employees as of the effective date of this AGREEMENT at the highest level of coverage available to other non-union TOWN employees, including, but not limited to, the ability to participate in the Norfolk County Retirement system, and including all benefits available to TOWN employees under local, state and Federal law. The Town shall deduct GRIFFIN's share of the cost for such benefits from her regular paychecks at rates at least as beneficial to her as the rates provided to other non-union TOWN employees.

Should the TOWN change the benefits provided to other non-union TOWN employees during the term of this AGREEMENT, GRIFFIN may elect, at her option, to continue with the level of each benefit available as of the effective date of this AGREEMENT, or to accept the new level of each benefit adopted by the TOWN.

#### 4.4 VACATION:

GRIFFIN shall be entitled to certain vacation time, with pay, during each fiscal year of this Agreement. Said vacation time is as follows:

Beginning in the fiscal year that starts on July 1, 202~~53~~<sup>53</sup>, and in each fiscal year thereafter, GRIFFIN shall be entitled to thirty days of vacation. These vacation days shall accrue and be due to GRIFFIN as of the first day of each fiscal year.

GRIFFIN shall not take more than two weeks of vacation at one time unless approved by the TOWN COUNCIL or the Town Council President.

At the end of each fiscal year, no more than 10 days of unused vacation time can be carried forward to the next fiscal year.

GRIFFIN shall be permitted to "buy back" up to 10 days of vacation time during each fiscal year of this Agreement. In order to "buy back" said time, the Employee must request the "buy back" in writing, addressed to the Town Council President and the Town human resources office. In order to be effective, said writing must be provided on or before December 31 of each fiscal year of this Agreement. Within thirty days of receipt of the "buy back" request, the Town shall pay GRIFFIN the value of the requested "buy back" vacation days at the Employee's salary rate per day that is in place at the time of the request.

If this Agreement is extended beyond its Termination Date, any unused vacation days remaining as of the original Agreement Termination Date shall carry over and be credited to GRIFFIN, up to a maximum of ten days of carried over vacation time.

If GRIFFIN is employed by the Town as the Town Attorney on June 30, 202~~5~~<sup>3</sup> and if she has accrued but unused vacation days available as of June 30, 202~~5~~<sup>3</sup>, then she shall be permitted to roll over up to 10 days of such accrued but unused vacation time into the fiscal year beginning on July 1, 202~~5~~<sup>3</sup> as of the Commencement Date of this Agreement.

#### **4.5 SICK:**

GRIFFIN shall be entitled to certain sick time, with pay, during each fiscal year of this Agreement. Said sick time is as follows:

Beginning in the fiscal year that starts on July 1, 202~~5~~<sup>3</sup>, and in each fiscal year thereafter, GRIFFIN shall be entitled to 15 days of sick time. These sick time days shall accrue and be due to GRIFFIN as of the first day of each fiscal year.

At the end of each fiscal year, any unused sick time may be re-categorized as Sick Bank Time for GRIFFIN, up to the maximum allowable Sick Bank Time. No more than eighty (80) Sick Bank Time days may exist at any one time. Sick Bank Time may be used by GRIFFIN as paid sick days consistent with the terms of this Agreement. GRIFFIN must inform the Council President in the event that any time designated as Sick Bank Time is to be utilized.

Any sick days that do not become Sick Bank Time at the end of the fiscal year shall not be carried over into the next fiscal year.

Upon the termination of the Employee's employment hereunder, the Town shall pay to the Employee or his/her estate, as the case may be, an amount of money equal to fifty percent (50%) of the Employee's accumulated sick time/Sick Bank Time as of the effective date of the Employee's separation from employment, or as of the date of death.~~Upon the termination of her employment hereunder, GRIFFIN shall be entitled to receive no compensation for any accrued but unused sick days or Sick Bank Time.~~

If this Agreement is extended beyond its Termination Date, any unused Sick Bank Time and unused sick days remaining as of the original Agreement Termination Date shall carry over and be credited to GRIFFIN, up to a maximum of eighty (80) days of carried over sick time.

If GRIFFIN is employed by the Town as the Town Attorney on June 30, 202~~5~~<sup>3</sup> and if she has accrued but unused sick days (including unused sick bank days) available as of June 30, 202~~5~~<sup>3</sup>, then she shall be permitted to roll over up to ~~80~~<sup>35</sup> days of such accrued but unused sick time as Sick Bank Time under this Agreement for the fiscal year beginning on July 1, 202~~5~~<sup>3</sup> as of the Commencement Date of this Agreement.

#### **4.6 PERSONAL:**

GRIFFIN shall be entitled to three paid personal days during each fiscal year of this Agreement. These personal days shall accrue and be due to GRIFFIN as of the first day of each fiscal year. At the end of each fiscal year, any unused personal days cannot be carried forward to the next fiscal year.

#### **4.7 HOLIDAYS:**

GRIFFIN shall be entitled to all paid holidays available to full-time non-union TOWN employees. GRIFFIN may use vacation, sick or personal time on days before or after paid holidays without loss of holiday pay.

#### **4.8 BEREAVEMENT; JURY DUTY:**

GRIFFIN shall be entitled to the following paid Bereavement leave time:

- a. Five (5) consecutive working days off in the event of the death of said Employee's spouse, daughter, son, mother, father, sister or brother.
- b. Three (3) consecutive working days off in the event of the death of said Employee's grandparents, mother-in-law, father-in-law, grandparents of the Employee's spouse or of a relative of the Employee or the Employee's spouse who is living in the household of the Employee at the time of death.

GRIFFIN shall be entitled to the benefit of the following Jury Duty leave provision:

Upon submission of adequate proof to the Council President or the Finance Director and as permitted by law, when the Employee serves as a juror she shall receive from the Town the difference between her salary and the compensation she received for such jury service, exclusive of any travel or other allowance. The Employee shall suffer no loss of pay, vacation leave or other benefits because of her jury service, except as required by law.

#### **4.9 PROFESSIONAL DEVELOPMENT:**

The COUNCIL recognizes the importance of ongoing professional development on the part of GRIFFIN. The COUNCIL shall reimburse GRIFFIN for bar membership fees, the cost of membership fees and dues in professional associations, the cost of professional development conferences or seminars and the cost of subscriptions to professional journals and publications. The COUNCIL further agrees to reimburse GRIFFIN for reasonable costs of travel, food and lodging directly associated with GRIFFIN's membership and participation in certain professional associations and her ongoing professional development. Requests for reimbursement shall be submitted consistent with normal Town reimbursement procedures and may be reviewed by the Town Council.

The TOWN's responsibility to reimburse GRIFFIN for costs associated with GRIFFIN's membership and participation in professional associations and her professional development, as those activities are described in the preceding paragraph, shall not exceed Three Thousand dollars (\$3,000) in any year, calculated on a fiscal year basis.



The TOWN shall provide access to Westlaw or Lexis/Nexis.

#### **4.10 TRAVEL AND REIMBURSED EXPENSES:**

GRIFFIN shall be entitled to reimbursement by the TOWN for reasonable TOWN-related expenses and for the use of her personal auto (said auto reimbursement will be reimbursed at the prevailing I.R.S. mileage rate for out of Randolph work-related travel). All such expense reimbursements may be reviewed by the TOWN COUNCIL.

#### **4.11 DISABILITY INSURANCE:**

The TOWN will pay fifty percent (50%) of the premium cost of a short-term disability insurance policy and a long-term disability insurance policy covering GRIFFIN. The terms and the providing insurance carrier(s) of these insurance policies must be mutually acceptable to both the TOWN COUNCIL and GRIFFIN.

#### **4.12 INDEMNIFICATION:**

GRIFFIN, as in-house Town Attorney, shall be indemnified by the TOWN as a municipal officer as per Massachusetts General Laws, Chapter 258, section 13, and any other applicable law, as follows:

##### **Chapter 258: Section 13. Indemnity of municipal officials**

Section 13. Any city or town which accepted section one hundred I of chapter forty-one on or before July twentieth, nineteen hundred and seventy-eight, and any other city which accepts this section according to its charter, and any town which accepts this section in the manner hereinafter provided in this section shall indemnify and save harmless municipal officers, elected or appointed from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment.

This act shall be submitted for acceptance to the voters of each town at an annual town meeting in the form of the following question which

shall be placed on the official ballot to be used for the election of town officers at said meeting:—"Shall the town vote to accept the provisions of section thirteen of chapter two hundred and fifty-eight of the General Laws which provides that the town shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed one million dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission except an intentional violation of civil rights of any person under any law, if the official at the time of such act or omission was acting within the scope of his official duties or employment?" If a majority of the votes in answer to said question is in the affirmative, said provisions shall thereupon take full effect, but not otherwise.

The TOWN represents that this provision of the Massachusetts General Laws has been accepted by the TOWN and agrees that the provisions provided above shall apply to GRIFFIN.

This section 4.12 of the AGREEMENT shall survive the termination of this AGREEMENT.

#### **4.13 DEFERRED COMPENSATION:**

Beginning on July 1, 202~~5~~<sup>3</sup>, GRIFFIN shall receive ~~fifteen-ten~~ thousand dollars (\$~~15,000~~<sup>10,000</sup>) during each fiscal year of this Agreement to support Employee's retirement planning and savings. This amount shall be received by Employee as follows. The payment may be taken, at Employee's option, as a contribution to an eligible 457 deferred compensation plan in Employee's name or as a direct payment to Employee be used for savings, retirement funding, financial planning, or otherwise, as the employee sees fit. The payment shall be made maximum amount permitted by law, up to ten thousand dollars per year of this Agreement, shall be placed in an eligible 457 deferred compensation plan in Employee's name during the first sixty days of each fiscal year of this Agreement. Any remaining amount in any fiscal year shall be paid directly to employee, as additional compensation, and may be used by Employee in any way that Employee sees fit to support her retirement planning and savings efforts.

## **SECTION 5 - GENERAL PROVISIONS**

- 5.1 Neither party may assign, transfer or otherwise dispose of this AGREEMENT or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 5.2 Except as otherwise expressly provided in this AGREEMENT any decision or action by the TOWN relating to this AGREEMENT, or its operation, shall be made by a lawful vote of the TOWN COUNCIL.
- 5.3 This AGREEMENT is the entire agreement between the TOWN and GRIFFIN regarding the subject matter hereof and supersedes any and all prior agreements, understandings, promises, warranties and representations, whether made orally or in writing. This AGREEMENT may be changed (amended, modified or terms waived) only in writing by the TOWN and GRIFFIN by way of mutual consent.
- 5.4 This AGREEMENT is governed by, and shall be construed in accordance with, the laws of the Commonwealth of Massachusetts without regard to its choice of law rules and any dispute arising under this AGREEMENT shall be adjudicated by a Court sitting in Massachusetts.
- 5.5 Unless the parties expressly agree in writing to extend or renew this AGREEMENT, this AGREEMENT, and the employment relationship between the TOWN and GRIFFIN provide for hereunder, shall terminate upon the expiration of the term hereof.
- 5.6 If there exists, now or in the future, any conflict between the terms of this AGREEMENT and any local Town personnel by-law, Town ordinance, Town rule or Town regulation, the terms of this AGREEMENT shall prevail.

### **5.7 SEVERABILITY:**

If any clause, article, provision or section of this AGREEMENT or any amendments thereto should be determined to be unconstitutional, illegal, unenforceable or invalid by operation of law or by any Court of competent jurisdiction, the remainder of this AGREEMENT and any amendments

thereto shall not be affected thereby, shall be deemed severable, and shall remain in force and effect.

- 5.8 Each person executing this Agreement warrants that he/she is authorized to execute this AGREEMENT on behalf of the party for whom he/she signs.
- 5.9 This AGREEMENT shall be binding on and will inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[SIGNATURES ON THE NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT on the day and year first written above.

**TOWN OF RANDOLPH, acting by and through its TOWN COUNCIL,**

By: \_\_\_\_\_  
Christos~~William~~ Alexopoulos –  
President

By: \_\_\_\_\_  
Richard Brewer, Jr. – Vice President

~~By: \_\_\_\_\_~~  
~~Christos Alexopoulos~~

By: \_\_\_\_\_  
James F. Burgess, Jr.

By: \_\_\_\_\_  
Natacha Clerger

By: \_\_\_\_\_  
Ryan Egan

By: \_\_\_\_\_  
Jesse Gordon

By: \_\_\_\_\_  
Katrina Huff-Larmond

By: \_\_\_\_\_  
Kevin O'Connell

By: \_\_\_\_\_  
Brandon Thompson

By: \_\_\_\_\_  
**Christine M. Griffin**