

EMPLOYMENT AGREEMENT

This Employment Agreement (“AGREEMENT”) is entered into on June ____, 2022 with an effective date of July 1, 2022 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 **JANINE SMITH**, (herein referred to as “SMITH”).

RECITALS

Whereas the TOWN desires to employ SMITH as its Director of Finance/Town Accountant subject to the supervision of its TOWN COUNCIL (“COUNCIL”) and SMITH 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 is hereby acknowledged, the parties agree as follows:

SECTION 1 - ENGAGEMENT OF SMITH

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

SECTION 2 – TERM OF EMPLOYMENT

- 2.1 The term of this Agreement and SMITH’s term of employment shall commence on the effective date of this AGREEMENT, July 1, 2022 (the “Commencement Date”), and shall terminate on June 30, 2025 (the

“Termination Date”). This Agreement may be extended by written agreement of the parties.

SECTION 3 – POWERS, DUTIES AND RESPONSIBILITIES

- 3.1 SMITH shall have the powers, duties and responsibilities of the Director of Finance/Town Accountant, consistent with the applicable provisions of the Randolph Charter and all other applicable provisions of law. In her role as Director of Finance/Town Accountant, SMITH shall serve as the Town Accountant for the Town of Randolph and shall be the Department Head for the Town Accountant’s Department. In her role as Director of Finance/Town Accountant, SMITH’s duties will include, but will not be limited to, the following: the daily financial representation of the TOWN, working with the TOWN COUNCIL and TOWN MANAGER. SMITH shall work with the TOWN COUNCIL and the TOWN MANAGER to review and coordinate the Town’s financial procedures and policies, to provide appropriate financial oversight and advice, to protect the TOWN’s financial interests and to perform the other appropriate duties of Director of Finance/Town Accountant as prescribed by the TOWN COUNCIL.
- 3.2 SMITH 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 SMITH’s activities and responsibilities as Director of Finance/Town Accountant and instruction given by vote of the TOWN COUNCIL shall supersede instruction or direction from any other TOWN officer. The TOWN COUNCIL may assign SMITH any duties which fall within her powers and responsibilities as Director of Finance/Town Accountant.
- 3.3 The full time work week for the Director of Finance/Town Accountant shall consist of at least thirty-five hours of work per week. It is acknowledged that the duties and responsibilities of the Director of Finance/Town Accountant 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. As an exempt employee, not entitled to overtime, SMITH, 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.

3.4 SMITH 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.

3.5 EVALUATION:

The TOWN COUNCIL may make an annual review of the Director of Finance/Town Accountant'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 SMITH once the review is complete.

The TOWN COUNCIL may, from time to time and in consultation with SMITH, establish one or more specific objectives for SMITH to accomplish as Director of Finance/Town Accountant.

3.6 TERMINATION AND REMOVAL:

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

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

If the AGREEMENT is terminated by the TOWN COUNCIL without cause, SMITH 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 SMITH 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 SMITH.

3.6.2 SMITH 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.

3.6.3 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 SMITH or by the TOWN, except such ongoing obligations as are specifically described in this AGREEMENT.

3.6.4 If at the end of the term of this AGREEMENT (June 30, 2025) the TOWN COUNCIL does not wish to renew this AGREEMENT and reappoint SMITH, the TOWN COUNCIL shall provide SMITH with at least six months advance written notice of such intent not to reappoint (by December 31, 2024).

3.6.5 As used in this AGREEMENT “cause” shall mean:

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

SECTION 4 - COMPENSATION AND BENEFITS

4.1 COMPENSATION:

As compensation for the services she is to perform as Director of Finance/Town Accountant hereunder, SMITH’s annual salary rate shall be as follows:

- a) For the contract year of this Agreement beginning July 1, 2022 and ending June 30, 2023, SMITH’s annual compensation rate shall be One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500). This salary shall be paid as follows. From July 1, 2022 through June 30, 2023, SMITH shall be paid at an annual compensation rate of One Hundred Fifty Seven Thousand Five Hundred Dollars (\$157,500). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2023, then Smith shall receive an additional one-time payment during the month of June, 2023, in the amount of Five Thousand Dollars (\$5,000) (the “Retention Payment”), to bring her total annual compensation rate

under this Agreement for fiscal year 2023 to One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500), as described in the first sentence of this paragraph.

- b) For the contract year of this Agreement beginning July 1, 2023 and ending June 30, 2024, SMITH's annual compensation rate shall be One Hundred Sixty Seven Thousand Five Hundred Dollars (\$167,500). This salary shall be paid as follows. From July 1, 2023 through June 30, 2024, SMITH shall be paid at an annual compensation rate of One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2024, then Smith shall receive an additional one-time payment during the month of June, 2024, in the amount of Five Thousand Dollars (\$5,000) (the "Retention Payment"), to bring her total annual compensation rate under this Agreement for fiscal year 2024 to One Hundred Sixty Seven Thousand Five Hundred Dollars (\$167,500), as described in the first sentence of this paragraph.
- c) For the contract year of this Agreement beginning July 1, 2024 and ending June 30, 2025, SMITH's annual compensation rate shall be One Hundred Seventy Two Thousand Five Hundred Dollars (\$172,500). This salary shall be paid as follows. From July 1, 2024 through June 30, 2025, SMITH shall be paid at an annual compensation rate of One Hundred Sixty Seven Thousand Five Hundred Dollars (\$167,500). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2025, then Smith shall receive an additional one-time payment during the month of June, 2025, in the amount of Five Thousand Dollars (\$5,000) (the "Retention Payment"), to bring her total annual compensation rate under this Agreement for fiscal year 2025 to One Hundred Seventy Two Thousand Five Hundred Dollars (\$172,500), as described in the first sentence of this paragraph.

4.2 SMITH'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 Director of Finance/Town Accountant position is a non-union, FLSA exempt position. Unless specifically addressed separately herein, SMITH 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 SMITH'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, SMITH 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:

SMITH 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, 2022, and in each fiscal year thereafter, SMITH shall be entitled to 20 days of vacation. These vacation days shall accrue and be due to SMITH as of the first day of each fiscal year.

SMITH shall not take more than two weeks of vacation at one time unless approved by the TOWN COUNCIL.

At the end of each fiscal year, no more than 5 days of unused vacation time can be carried forward to the next fiscal year.

SMITH shall be permitted to "buy back" up to 5 days of vacation time during each fiscal year of this Agreement. Said "buy back" shall be paid out to SMITH in June of each fiscal year of this Agreement, upon SMITH's request. The Town shall pay SMITH the value of the requested "buy back" vacation days at SMITH's salary rate per day that is in place at

the time of the request (the Retention Payment shall not be considered in calculating the buyback rate).

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 SMITH, up to a maximum of five days of carried over vacation time.

If SMITH is employed by the Town as the Director of Finance/Town Accountant on June 30, 2022 and if she has accrued but unused vacation days available as of June 30, 2022, then she shall be permitted to roll over up to 5 days of such accrued but unused vacation time into the fiscal year beginning on July 1, 2022 as of the Commencement Date of this Agreement.

4.5 SICK:

SMITH 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, 2022, and in each fiscal year thereafter, SMITH shall be entitled to 15 days of sick time. These sick time days shall accrue and be due to SMITH 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 SMITH, 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 SMITH as paid sick days consistent with the terms of this Agreement. SMITH 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 her employment hereunder, SMITH 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 SMITH, up to a maximum of eighty (80) days of carried over sick time.

If SMITH is employed by the Town as the Director of Finance/Town Accountant on June 30, 2022 and if she has accrued but unused sick days (including unused sick bank days) available as of June 30, 2022, then she shall be permitted to roll over up to 80 days of such accrued but unused sick time as Sick Bank Time under this Agreement for the fiscal year beginning on July 1, 2022 as of the Commencement Date of this Agreement.

4.6 PERSONAL:

SMITH shall be entitled to three paid personal days during each fiscal year of this Agreement. These personal days shall accrue and be due to SMITH 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:

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

4.8 BEREAVEMENT; JURY DUTY:

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

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

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

Upon submission of adequate proof to the Council President or the Town Manager and as permitted by law, when SMITH 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. SMITH 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 TOWN COUNCIL recognizes the importance of ongoing professional development on the part of SMITH. The TOWN shall reimburse SMITH for 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 TOWN COUNCIL further agrees to reimburse SMITH for reasonable costs of travel, food and lodging directly associated with SMITH's membership and participation in certain professional associations and her ongoing professional development. These associations may include, but are not limited to, the Massachusetts Municipal Association and the Massachusetts Municipal Auditors and Accountants Association. 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 SMITH for costs associated with SMITH'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.

4.10 TRAVEL AND REIMBURSED EXPENSES:

SMITH shall be entitled to reimbursement by the TOWN for reasonable TOWN-related expenses that she incurs during the term of this Agreement 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 SMITH. The terms and the providing insurance carrier(s) of these

insurance policies must be mutually acceptable to both the TOWN and SMITH.

4.12 INDEMNIFICATION:

SMITH, as Director of Finance/Town Accountant, 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 SMITH.

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

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 SMITH 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 SMITH 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 SMITH 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: _____
William Alexopoulos – President

By: _____
Christos Alexopoulos

By: _____
Richard Brewer, Jr.

By: _____
James F. Burgess, Jr.

By: _____
Natacha Clerger

By: _____
Ryan Egan

By: _____
Jesse Gordon

By: _____
Katrina Huff-Larmond

By: _____
Janine Smith