

Contract of Employment Between

The Town of Ayer

And

**Cynthia L. Knox
I.T. Director**

July 1, 2019 – June 30, 2022

A. PREAMBLE

THIS AGREEMENT, effective on July 1, 2019 by and between the Town of Ayer, acting by and through their Town Manager, hereinafter referred to as "Town Manager", and Cynthia L. Knox of Lunenburg, Massachusetts, hereinafter referred to as "Knox".

Inconsideration of the promises contained herein, the parties hereto mutually agree as follows:

B. EMPLOYMENT

The Town of Ayer hereby agrees to employ Knox and to appoint her to the position of IT Director pursuant to Massachusetts General Laws Chapter 79 of the Acts of 2018, Knox hereby accepts employment on the following terms and conditions.

C. DUTIES

Knox shall fulfill all of the duties and responsibilities of the IT Director as set forth in the Town's job description for the position as well as in accordance with applicable federal and state laws as well as local bylaws. Knox is an Appointee of the Ayer Board of Selectmen and is under the direct supervision of the Town Manager. Knox will ensure that the IT Director's office is staffed during the Town Hall hours of operation.

D. TERMS

Knox shall be appointed pursuant to Chapter 79 of the Acts of 2018 for a multi-year contract beginning July 1, 2019 and ending on June 30, 2022. The contract shall be extended for successive three-year periods unless the Selectmen on recommendation of the Town Manager decide to terminate the contract in accordance with the non-reappointment clause of this contract.

It is expressly understood and agreed that a decision to not reappoint Knox on the expiration of this Contract, or any renewal or extension thereof shall not be construed as a dismissal.

Either party may request that the provisions of this contract be renegotiated for any extensions beyond June 30, 2022. The parties hereby agree that said negotiations shall commence on or before February 1, 2022 of the final year of the contract.

For all purposes of this contract, a majority vote of the Full Board of Selectmen is considered to be two (2) votes out of three (3) Selectmen.

It is expressly understood that the terms and conditions of the expiring contract shall stay in full force and effect until new terms and conditions, if any, are negotiated and signed by the parties.

E. RESIGNATION, NON-REAPPOINTMENT, DISCIPLINE

1. Resignation

In the event that Knox desires to terminate this contract before the term of service expires, she may do so by giving the Town Manager a forty-five (45) days' notice in writing.

2. Non-Reappointment

The Selectmen on recommendation of the Town Manager shall have the right to not reappoint Knox to this position, without cause, on June 30, 2022, as long as the following conditions have been met:

- a. Knox shall have been formally evaluated, using the Town's Performance Evaluation System as further detailed in section K of this agreement, and notified, in writing, of the Selectmen's intention not to reappointment, and the reasons therefore, prior to January 1, 2022. Said notification shall be made via certified mail, return receipt requested, to her residence or may be delivered in hand and;
- b. Knox shall be paid severance in a lump sum cash payment in an amount equal to (4) months of her salary. Said payment shall be made to Knox on or before her last day of employment. This severance provision shall be waived if Knox starts a new job that is economically comparable to the position in Ayer, after said notice of non-renewal but before June 30, 2022 of the final contract year and;
- c. A majority vote of the Selectmen (a 2/3rds majority).

3. Reprimand or Suspension

The Town Manager may reprimand or suspend Knox for just cause (with or without pay and with or without benefits) at any time during the term of the contract after:

- a. Written notice of a hearing with the Ayer Board of Selectmen to be held to consider such reprimand or suspension is sent to Knox at least two (2) business day (for a reprimand) and ten (10) business days (for a suspension) prior to such hearing; the notice includes a list of charges warranting consideration of reprimand or suspension, and the notice is sent via certified mail, return receipt requested, to her residence or may be delivered in hand, and;

- b. A duly noticed hearing, to be made public at Knox's request, at which Knox shall be afforded all rights provided under the Open Meeting Law, and;
- c. A majority vote of the Selectmen (a 2/3rds majority).

4. Dismissal

The Town Manager may dismiss Knox only for just cause at any time during this contract after:

- a. Written notice of a hearing with the Ayer Board of Selectmen to be held to consider dismissal is sent to Knox at least fifteen (15) business days prior to such hearing, the notice to include a list of charges warranting consideration of dismissal, and the notice is sent via certified mail, return receipt requested, to her residence or may be delivered in hand, and;
- b. A duly noticed hearing, to be made public at Knox's request, at which Knox shall be afforded all rights provided under the Open Meeting Law; and
- c. A majority vote of the Selectmen (a 2/3rds majority).

5. Appeal

For administrative remedies, Knox shall first have the right of appeal from a reprimand, suspension or dismissal as provided for in the Personnel Policies and Procedures Manual.

As a second level of appeal, Knox shall have right to appeal to the American Arbitration Association. The costs associated with said arbitration shall be split between the parties unless Knox shall prevail and then the costs shall be borne by the Town.

Knox shall continue to receive her full salary and benefits until any such appeal in accordance with the Personnel Policies and Procedures Manual has been exhausted.

Knox shall have the right of appeal from either suspension or dismissal to the Superior Court under the provisions of MGL Chapter 249, sec. 4 on the standard that requires sufficient evidence on the record to justify any discipline action taken by the Town Manager and/or Ayer Board of Selectmen. Knox would have equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Knox's own expense.

F. COMPENSATION

The Position of IT Director is classified on the Town's Non-Union Personnel Classification and Compensation Grid as a GRADE 13.

Knox shall be paid bi-weekly at the annual salary rate **Grade 13, Step 10** effective July 1, 2019.

Knox shall receive a step increase (**from Step 10 to Step 11**) on July 1, 2020 subject to the receiving a satisfactory annual performance review.

Knox shall be stepped out per the Town's Non-Union Classification and Compensation System on July 1, 2021.

Knox shall receive any COLAs as authorized by Town Meeting for the duration of this contract

Knox shall have the right to request a contract wage reopener, once each fiscal year of the contract for the purposes of discussing/ negotiating wages only. Knox must make the request in writing to the Town Manager.

G. HOURS OF WORK

Knox agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of IT Director. It is also recognized that this position frequently requires evening work and further that carrying out the responsibility of the position requires at times for the IT Director to be out of the Town Hall for business purposes.

H. BENEFITS

Vacation

Knox shall be granted four (4) weeks (20 days) of vacation leave effective July 1, 2019, with said time being available at the start of each Fiscal Year, with the understanding that she would be eligible for buyback of unused vacation days only as allowed under the Personnel Policy & Procedures Manual. Knox shall not take more than two (2) weeks consecutively without prior approval of the Town Manager.

Sick Days. Personal Days and Holidays

Knox shall be granted sick, personal and holiday leave as per the Personnel Policy & Procedures Manual. Upon termination of service, unused sick days have no monetary value.

Insurance

Knox shall be offered enrollment in the Town of Ayer's health insurance plan. The Town shall pay the same premium for such plan as it does for other town non-union employees. Knox shall be offered enrollment in the Town of Ayer's basic life insurance

plan. The Town shall pay the same premium for such plan as it does for other non-union town employees. Any additional life insurance offered by the Town may be purchased at Knox's expense.

Automobile Allowance

Knox shall receive reimbursement at the standard IRS mileage rate to cover all of Knox's official duty travel miles in her personal vehicle according to the Town of Ayer's Policy.

Retirement Benefits

Knox shall be eligible to participate in the Town's retirement system.

Leave of Absence

Knox shall be granted such leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Paternity Leave; jury duty leave; military leave and other leave as required by law.

Longevity

Knox shall receive an annual longevity payment on her anniversary date of employment in accordance with the Town's Personnel Policies and Procedures Manual. Knox shall receive subsequent, annual longevity payments on her anniversary date in accordance with the Town's Personnel Policies and Procedures Manual.

Clothing Allowance

Knox shall receive an annual clothing allowance in the amount of \$400. Knox shall submit receipts for applicable work-related clothing for reimbursement.

Other Benefits

Knox shall receive all other benefits offered to all non-union, exempt employees in the Town of Ayer.

I. INVALIDITY

If any paragraph, part of, or rider to this contract is found invalid, it shall not affect the remainder of the contract, but said remainder of the contract shall remain in full force and effect.

J. ENTIRE AGREEMENT

This contract embodies the entire agreement between the Town and Knox and there are no other inducements, promises, terms and conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except in writing and signed by the parties.

K. PERFORMANCE EVALUATION

The Town Manager shall conduct an annual performance evaluation of Knox in accordance with the Town's Performance Evaluation System and the standard Personnel Evaluation Form attached to this contract with mutually agreed performance measures, goals and objectives. Said personnel evaluations will become part of Knox's official Personnel File with the Town.

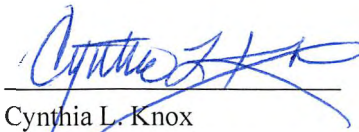
L. APPROPRIATION OF AYER TOWN MEETING

The funding of this Employment Contract is subject to the appropriation of funding by the Ayer Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract, in duplicate, as of September 27, 2019 subject to ratification by the Ayer Board of Selectmen.



Robert A. Pontbriand
Town Manager



Cynthia L. Knox
I.T. Director

Date: Sept. 27, 2019
September 27, 2019

Date: 9/27/2019
September 27, 2019

Contract of Employment was presented, reviewed and ratified by the Ayer Board of Selectmen by a unanimous vote of 2-0 on Tuesday, October 1, 2019.