

Contract of Employment Between

The Town of Ayer

And

**Katie H. Petrossi, Ph.D.
Senior Center/Council on Aging Director**

September 1, 2021 – June 30, 2024

A. PREAMBLE

THIS AGREEMENT, effective on September 1, 2021, by and between the Town of Ayer, acting by and through their Town Manager, hereinafter referred to as "Town Manager", and Katie H. Petrossi, Ph.D. of Harvard, Massachusetts, hereinafter referred to as "Petrossi".

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

B. EMPLOYMENT

The Town of Ayer hereby agrees to employ Petrossi and to appoint her to the position of Senior Center/Council of Aging Director pursuant to Massachusetts General Laws Chapter 79 of the Acts of 2018, Petrossi hereby accepts employment on the following terms and conditions.

C. DUTIES

Petrossi shall fulfill all of the duties and responsibilities of the Senior Center/Council on Aging 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. Petrossi is an Appointee of the Ayer Select Board and is under the direct supervision of the Town Manager. Petrossi will ensure that the Senior Center/Council on Aging Director's Office and the Ayer Senior Center is staffed during the Senior Center's hours of normal operation.

D. TERMS

Petrossi shall be appointed pursuant to Chapter 79 of the Acts of 2018 for a multi-year contract beginning September 1, 2021, and ending on June 30, 2024. The contract shall be extended for successive three-year periods unless the Select Board 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 Petrossi 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, 2024. The parties hereby agree that said negotiations shall commence on or before February 1, 2024, of the final year of the contract.

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

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 Petrossi 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 Select Board on recommendation of the Town Manager shall have the right to not reappoint Petrossi to this position, without cause, on June 30, 2024, as long as the following conditions have been met:

- a. Petrossi 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 Select Board's intention not to reappointment, and the reasons therefore, prior to January 1, 2024. Said notification shall be made via certified mail, return receipt requested, to her residence or may be delivered in hand and;
- b. Petrossi 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 Petrossi on or before her last day of employment. This severance provision shall be waived if Petrossi starts a new job that is economically comparable to the position in Ayer, after said notice of non-renewal but before June 30, 2024 of the final contract year and;
- c. A majority vote of the Select Board (a 2/3rds majority).

3. Reprimand or Suspension

The Town Manager may reprimand or suspend Petrossi 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 Select Board to be held to consider such reprimand or suspension is sent to Petrossi 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 Petrossi's request, at which Petrossi shall be afforded all rights provided under the Open Meeting Law, and;
- c. A majority vote of the Select Board (a 2/3rds majority).

4. Dismissal

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

- a. Written notice of a hearing with the Ayer Select Board to be held to consider dismissal is sent to Petrossi 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 Petrossi's request, at which Petrossi shall be afforded all rights provided under the Open Meeting Law; and
- c. A majority vote of the Select Board (a 2/3rds majority).

5. Appeal

For administrative remedies, Petrossi 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, Petrossi shall have right to appeal to the American Arbitration Association. The costs associated with said arbitration shall be split between the parties unless Swanfeldt shall prevail and then the costs shall be borne by the Town.

Petrossi 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.

Petrossi 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 Select Board. Petrossi would have equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Petrossi's own expense.

F. COMPENSATION

The Position of Council on Aging Director is classified on the Town's Non-Union Personnel Classification and Compensation Grid as a GRADE 11.

Petrossi shall be paid bi-weekly at the annual salary rate of **Grade 11, Step 3 (\$67,922)** effective September 1, 2021.

Petrossi shall receive a step increase (**from Step 3 to Step 4**) on July 1, 2021, subject to receiving a satisfactory annual performance review.

Petrossi shall receive a step increase (**from Step 4 to Step 5**) on July 1, 2022, subject to receiving a satisfactory annual performance review.

Petrossi shall receive any cost-of-living adjustments (COLAs) as authorized by Town Meeting for the duration of this contract

Petrossi 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. Petrossi must make the request in writing to the Town Manager.

G. HOURS OF WORK

Petrossi agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of Senior Center/Council on Aging 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 Senior Center/Council on Aging Director to be out of the Senior Center for business purposes.

H. BENEFITS

Vacation

Petrossi shall be granted three (3) weeks (15 days) of vacation leave effective September 1, 2021, 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. Petrossi shall not take more than two (2) weeks consecutively without prior approval of the Town Manager.

Sick Days, Personal Days and Holidays

Petrossi 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

Petrossi 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. Petrossi 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 Petrossi's expense.

Automobile Allowance

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

Retirement Benefits

Petrossi shall be eligible to participate in the Town's retirement system (Middlesex County Retirement System).

Leave of Absence

Petrossi 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

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

Other Benefits

Petrossi 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 Petrossi 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 Petrossi 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 Petrossi'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 August 17, 2021, subject to ratification by the Ayer Select Board.



Robert A. Pontbriand
Town Manager



Katie H. Petrossi, Ph.D.
Senior Center/Council on Aging Director

Date: 8/17/2021

Date: 8/17/2021

Contract of Employment was presented, reviewed, approved/ratified by the Select Board by a vote of (2-0) on Tuesday, August 17, 2021.