

Contract of Employment

Between
The Town of Ayer
And
Karin Dynice-Swanfeldt, Council on Aging Director
July 1, 2017 – June 30, 2020

A. PREAMBLE

THIS AGREEMENT, made as of July 1, 2017 by and between the Town of Ayer, acting by and through their Board of Selectmen, hereinafter referred to as “Selectmen”, and Karin Dynice-Swanfeldt of Ayer, Massachusetts, hereinafter referred to as “Dynice-Swanfeldt”.

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

B. EMPLOYMENT

The Selectmen hereby agree to employ Dynice-Swanfeldt and to appoint her to the position of Director of the Council on Aging. Dynice-Swanfeldt hereby accepts employment on the following terms and conditions.

C. DUTIES

Dynice-Swanfeldt shall fulfill all of the duties and responsibilities of the Director of the Council on Aging as set forth in the Town’s job description for the position as attached to this contract. Dynice-Swanfeldt is an Appointee of the Ayer Board of Selectmen and is under the direct supervision of the Council on Aging Board of Directors with administrative oversight by the Town Administrator.

D. TERMS

Dynice-Swanfeldt shall be appointed for a multi-year contract beginning July 1, 2017 and ending June 30, 2020. The contract shall be extended for successive three year period unless the Selectmen 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 Dynice-Swanfeldt 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, 2020. The parties hereby agree that said negotiations shall commence on or before April 1st 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 Dynice-Swanfeldt desires to terminate this contract before the term of service expires, she may do so by giving the Selectmen forty-five (45) day's notice in writing.

2. *Non-Reappointment*

The Selectmen shall have the right to not reappoint Dynice-Swanfeldt to this position, without cause, on June 30, 2020, as long as the following conditions have been met:

- a. Dynice-Swanfeldt 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, 2020. Said notification shall be made via certified mail, return receipt requested, to her residence or may be delivered in hand and;
- b. Dynice-Swanfeldt 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 Dynice-Swanfeldt on or before her last day of employment. This severance provision shall be waived if Dynice-Swanfeldt starts a new job that is economically comparable to the position in Ayer, after said notice of non-renewal but before June 30, 2020 of the final contract year and;
- c. A majority vote of the Selectmen (a 2/3rds majority).

3. *Reprimand or Suspension*

The Selectmen may reprimand or suspend Dynice-Swanfeldt 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 to be held to consider such reprimand or suspension is sent to Dynice-Swanfeldt at least two 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;

F. COMPENSATION

Dynice-Swanfeldt shall be paid bi-weekly at the annual salary rate of \$64,331.28 (Grade 11 Step 4) effective July 1, 2017. Dynice-Swanfeldt will receive Step 5 compensation on July 1, 2018 and Step 6 compensation on July 1, 2019 pending positive performance evaluation.

Dynice-Swanfeldt 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. Dynice-Swanfeldt must make the request in writing to the Ayer Board of Selectmen.

G. HOURS OF WORK

Dynice-Swanfeldt agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of Council on Aging Director during business hours and outside of normal business hours, as necessary.

H. BENEFITS

Vacation

Dynice-Swanfeldt shall be granted four (4) weeks (20 days) of vacation leave effective July 1, 2017, 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. Dynice-Swanfeldt shall not take more than two (2) weeks consecutively without prior approval of the Town Administrator.

Sick Days, Personal Days and Holidays

Dynice-Swanfeldt 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

Dynice-Swanfeldt 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. Dynice-Swanfeldt 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 Dynice-Swanfeldt's expense.

Automobile Allowance

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

Retirement Benefits

Dynice-Swanfeldt shall be eligible to participate in the Town's retirement system.

Leave of Absence

Dynice-Swanfeldt 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.

Other Benefits

Dynice-Swanfeldt 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 Dynice-Swanfeldt 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

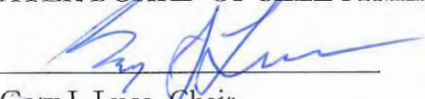
The Board of Directors for the Council on Aging shall conduct an annual performance evaluation of Dynice-Swanfeldt in accordance with the Town's Performance Evaluation System and the standard Personnel Evaluation Form attached to this contract with mutually agreed performance measures, goals and objectives. The Board of Directors for the Council on Aging shall forward the annual performance evaluation to the Town Administrator. Said personnel evaluations will become part of Dynice-Swanfeldt's official Personnel File with the Town.

L. APPROPRIATION OF AYER TOWN MEETING

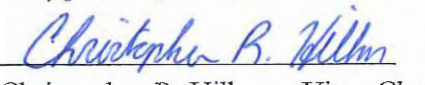
The funding of this Employment Contract is subject to the appropriation of funding by the Ayer Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract, in duplicate, as of the date first written above (July 1, 2017).

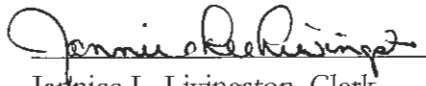
AYER BOARD OF SELECTMEN



Gary J. Luca, Chair



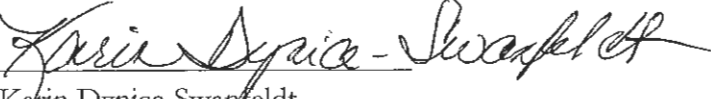
Christopher R. Hillman, Vice -Chair



Jannice L. Livingston, Clerk

Date: May 3, 2017

COUNCIL ON AGING DIRECTOR



Karin Dynice-Swanfeldt

Date: May 4, 2017
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