

Town of Sandwich

THE OLDEST TOWN ON CAPE COD

130 MAIN STREET
SANDWICH, MA 02563

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BOARD OF
SELECTMEN

TOWN
MANAGER

TEL: 508-888-4910 AND 508-888-5144
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EMPLOYMENT CONTRACT

Town Manager
Town of Sandwich, Massachusetts

AGREEMENT made between George H. Dunham, 6 Oak Hill Park, East Sandwich, Massachusetts 02537, hereinafter referred to as the "Town Manager", and the Town of Sandwich, a municipality, political subdivision of the Commonwealth of Massachusetts, situated in Barnstable County, Massachusetts, acting herein by and through its Board of Selectmen having a principal office and address at 100 Route 6A, Sandwich, Massachusetts 02563, hereinafter referred to as the "Town".

In consideration of and for the reasons set forth hereinafter, the Town and the Town Manager agree as follows:

SECTION I – EMPLOYMENT:

The Town hereby employs, engages and hires the Town Manager as of July 1, 2021, as Town Manager of the Town of Sandwich, Massachusetts, as further defined hereinafter, and the Town Manager hereby accepts and agrees to such hiring, engagement and employment subject to the supervision of the Town.

The Town Manager will perform all of the duties and be subject to all of the restrictions, qualifications and limitations set forth in the Massachusetts General Laws and the Town of Sandwich Town Charter which are hereby incorporated herein by reference.

The Town Manager shall perform all of the duties and responsibilities called for to be performed and shall observe all of the limitations with respect to authority which shall, from time to time, be set down by the Board of Selectmen of the Town of Sandwich with respect to the position of Town Manager, and as are currently set forth in documents entitled "Town of Sandwich Town Manager Position Description" and the Town of Sandwich Town Charter which are attached hereto as Exhibit A and Exhibit B respectively, and incorporated herein by reference. Employee in general shall have the responsibility to administer the activities of the Town of Sandwich and direct its actions on a day-to-day basis subject to the aforementioned statute, the General Laws of the Commonwealth of Massachusetts, By-Laws of the Town of Sandwich, the Town Charter, and the position description referred to hereinabove as it may, from time to time, be amended by the Board of Selectmen. Employee shall engage in no other gainful employment without the approval of the Board of Selectmen.

SECTION II – TERM OF EMPLOYMENT:

The term of employment and this Agreement shall be a period commencing July 1, 2021 and terminating on June 30, 2027 at the conclusion of the business day subject, however, to prior termination as hereinafter provided. At the expiration date of June 30, 2027, unless the parties have entered into a new agreement in writing duly executed with respect to the employment of the Town Manager thereafter, and unless the Town Manager has been given notice of his non-renewal at least twenty-four (24) months prior to the expiration of this Agreement, this Agreement shall be considered renewed for regular periods of one (1) year subject to the same provisions and subject to the other rights of termination and responsibilities set forth herein.

In the event a city or home rule charter is enacted or amended in accordance with Massachusetts General Laws Chapter 43 and a change in the form of government adopted, the Town Manager shall continue to serve as Chief Administrative Officer of the Town of Sandwich.

SECTION III – COMPENSATION:

The Town shall pay the Town Manager and the Town Manager shall accept from the Town in full payment for the Town Manager’s services hereinunder, compensation at the rates per annum specified below and payable not less than bi-monthly, but at such lesser intervals if not bi-monthly that the Board of Selectmen may, from time to time, determine.

FY’22 (July 1, 2021 – June 30, 2022)	\$200,300
FY’23 (July 1, 2022 – June 30, 2023)	To be negotiated.
FY’24 (July 1, 2023 – June 30, 2024)	To be negotiated.
FY’25 (July 1, 2024 – June 30, 2025)	To be negotiated.
FY’26 (July 1, 2025 – June 30, 2026)	To be negotiated.
FY’27 (July 1, 2026 – June 30, 2027)	To be negotiated.

The Town Manager and the Town shall negotiate annual compensation and benefits for the period commencing July 1, 2022 (FY’23) and each subsequent year as each new fiscal year approaches. The Town Manager is exempt from the provisions of the Fair Labor Standards Act and shall not be compensated for any extraordinary extended hours of work beyond those normally contemplated by this Agreement unless the Board of Selectmen vote approval of such additional compensation prior to the time that extraordinary or additional work is performed.

In the event the Town Manager position description is amended and determined by the Personnel Board to warrant an increase in the position’s grade classification, the Town Manager’s annual compensation shall automatically be increased by the relevant percentage between the position’s former grade classification and the new grade classification subject to the approval of the Board of Selectmen. Said compensation adjustment shall take effect as of the date of the determination by the Personnel Board.

In addition to the foregoing, the Town Manager shall be entitled to reimbursement for his actual out-of-pocket expenses in connection with his employment activities, including but not limited to travel and meals outside of the Town of Sandwich, subject to verification by receipt and voucher. In accordance with fostering the Town’s commitment to professional development, the Town Manager shall also be reimbursed for the actual costs of attendance at conferences appropriate for him to attend as a Town Manager of a municipality, and membership fees in associations appropriate for Town Managers of municipalities, such as the

Massachusetts Municipal Management Association and the International City / County Management Association, subject to the same receipt and voucher procedure as applicable to general expenses. The Town Manager shall also be entitled to be reimbursed for his actual mileage based upon voucher submission at the rate approved by the Town for Town employees.

The Town Manager shall receive the full and complete health insurance and dental insurance and life insurance package, as well as all other general fringe benefits, granted to full-time Town of Sandwich administrative level personnel as that may, from time to time, be amended. The Town Manager shall not be entitled to participate in the Blue Cross Blue Shield Master Health Plus health insurance program.

The Town Manager shall be entitled to participate in, to the extent contribution is required by the Town, and the Town shall contribute on the Town Manager's behalf to the Barnstable County Retirement Program.

The Town Manager shall have the option to participate in the County of Barnstable and the Town of Sandwich Deferred Compensation Plans as they may, from time to time, exist and be available to municipal employees.

The Town Manager shall be entitled to receive three (3) personal days annually as approved by the Board of Selectmen to attend to personal business or activities which shall not be charged against vacation time or sick days. The right to take personal days shall not be accumulative.

The Town Manager shall be entitled to receive Sick Leave, Bereavement Leave, Military Leave, Jury Leave, Family Medical Leave, and Longevity Pay as defined in the Town of Sandwich Personnel Policies and Procedures.

The Town Manager shall be provided a personal computer and printer, cellular phone, and any other such equipment approved by the Town which shall be authorized for personal and professional use. Said equipment will be returned to the Town upon the Town Manager's conclusion of employment with the Town of Sandwich.

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Manager, except to the degree such a reduction is across the board for all other employees of the Town.

SECTION IV – VACATION AND HOLIDAYS:

The Town Manager shall be entitled to twenty five (25) days paid vacation during each year of employment. Vacation shall be approved by the Board of Selectmen Chairman during the contract year. The Town Manager shall notify the Board of Selectmen as early as possible prior to the date of the intended vacation. The Town Manager shall make reasonable efforts to consider the schedule of business of the Town of Sandwich when setting vacation times and shall spread out the vacation weeks in a manner consistent with the necessity to fulfill his responsibilities as the Town Manager of the Town of Sandwich.

The Town Manager shall be entitled at his discretion to carry over up to a maximum of ten (10) vacation days each year not used in the prior fiscal year(s) with unlimited accumulation.

In addition to vacation days, the Town Manager shall be entitled to receive as additional days off any legal State holidays and shall not be required to report to work on any day when the municipal offices of the Town of Sandwich are closed due to order by the Board of Selectmen or inclement weather conditions.

Beginning July 1, 2021, the Town shall convert a portion of the Town Manager's accrued vacation leave balance to an employer contribution to the Town Manager's account in the deferred compensation plan offered by the Town and chosen by the Town Manager. The Town shall contribute the maximum amount allowed by the Internal Revenue Service, which is \$19,500 for 2021 and may be amended in subsequent years, annually to the Town Manager's account. The Town Manager's accrued vacation balance shall be reduced by an amount commensurate with the contribution made by the Town to the deferred compensation plan. If in any year the Town Manager's accrued vacation balance is insufficient to match the maximum amount allowed by the Internal Revenue Service, then the Town will make a contribution equal to the value of the accrued vacation balance remaining, or make no contribution if there is no accrued vacation balance remaining.

SECTION V – DISABILITY LEAVE & INSURANCE:

In situations of serious medical disability, the Town Manager shall be entitled to a maximum of sixty (60) days of paid disability leave. Available sick leave and vacation leave shall be utilized before paid disability leave is used. In no case may the total disability leave exceed sixty (60) days unless otherwise voted by the Town.

The Town Manager shall be reimbursed by the Town for his disability insurance premiums.

SECTION VI – INDEMNIFICATION:

To the extent allowed under G.L. c. 258, the Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Town Manager's duties as Town Manager even if said claim has been made following the Town Manager's termination from employment. The Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This section does not apply to any disciplinary action or proceeding being brought by the Board of Selectmen against the Town Manager.

SECTION VII – PERFORMANCE EVALUATION:

The Town shall review and evaluate the performance of the Town Manager at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Town and the Town Manager, and may be added to or deleted from as the Town may from time to time determine, in consultation with the Town Manager. The Town shall provide the Town Manager with a summary written statement of the findings of the Town and provide an adequate opportunity for the Town Manager to discuss his evaluation with the Town.

SECTION VIII – TERMINATION and SEVERANCE PAY:

During the term of this Agreement, the Town may terminate the Town Manager only for just cause. Termination for just cause shall be effective upon thirty (30) days written notice of

intended termination to the Town Manager following a majority vote relative to same by the Board of Selectmen. The Town shall use reasonable diligence to inform the Town Manager immediately in writing and identify the reason(s) for intended termination upon such vote taking place. The Town Manager shall have an opportunity to address the reasons for intended termination with the Town within the thirty (30) day limit. All executive sessions held, votes taken and notices given under this Section shall be done in accordance with the Open Meeting Law.

Termination for just cause shall include, but not be limited to, the following:

- A. Use or possession of a controlled substance, including alcohol, while on duty, or reporting to work intoxicated or under the influence of a controlled substance;
- B. Insubordination to a direct vote of the Board of Selectmen;
- C. Any misrepresentation or concealment of material fact represented with respect to the employment contemplated by this Agreement, or with respect to the contents of any job;
- D. Arrest by lawful authority or prosecution for a crime involving moral turpitude;
- E. Conviction for a crime requiring criminal intent;
- F. Outright elimination of the position of The Town Manager or Chief Administrative Officer position in effect.

The Town Manager shall be paid as severance allowance in full and complete satisfaction of any and all obligation of the Town created hereby or in any other way created by virtue of the Town-Town Manager relationship, compensation for six (6) months aggregate salary, payable at the option of the Town Manager at the time of termination in lump sum or at the expiration of this Agreement; provided that a general release of all claims is signed and executed by the Town Manager including, but not limited to, a waiver of his right to appeal the termination of his employment. The Town Manager shall also receive previously accrued and earned vacation leave, sick leave buy-back, and medical, dental, life insurance and retirement benefits as referred to hereinabove for an additional sixty (60) days beyond the last date of vacation coverage, but not expense reimbursement, sick leave above buy-back provisions, or personal days, or other benefits expressed or implied by virtue of this Agreement.

In the event the Town Manager voluntarily resigns his position with the Town, the Town Manager shall give the Town a minimum of ninety (90) days written notice but will make every reasonable effort to provide the maximum notice possible in excess of ninety (90) days written notice. The Town Manager will receive as a result of a voluntary resignation, payment for previously accrued and earned vacation leave. No severance pay or other benefits will be paid to the Town Manager on termination resulting from a voluntary resignation.

SECTION IX – REPRESENTATION OF TOWN MANAGER:

The Town Manager represents that he is fully qualified without the benefit of any further training or experience to perform the duties of the position described hereinabove.

The Town Manager represents that his resume submitted to the Town in connection with his application for employment is complete and accurate.

The Town Manager represents that he resides in the Town of Sandwich or as close to the Town of Sandwich as is reasonably practical without delay.

SECTION X – NOTICES:

The Town Manager agrees to provide the Town with his address, both mailing and residential, and telephone numbers. The Town Manager shall keep all such notices current. Until such time as notices are provided to the Board of Selectmen of a different address, notices with respect to this Agreement or any other obligation between the parties shall be conclusively deemed to have been served at the last stated address filed with the Board of Selectmen, and if no such address is filed, then with the address stated with respect to the address of the Town Manager hereinabove.

All notices to the Town of Sandwich shall be directed to the Chairman of the Board of Selectmen, 100 Route 6A, Sandwich, Massachusetts 02563.

SECTION XI – ENTIRE AGREEMENT:

This is the entire Agreement between the parties. Any other agreement between the parties made prior to this Agreement shall be considered null and void. Any other agreement between the parties made contemporaneously with or subsequent hereto shall not be binding upon them unless reduced to writing, dated and signed by both parties. This qualification shall not apply to those variations from the express terms of this contract which are expressly reserved to the Board of Selectmen by virtue of the language contained hereinabove.

SECTION XII – APPLICABLE LAW:

This Agreement, the interpretations thereof and the enforcement thereof, shall be governed by the laws of the Commonwealth of Massachusetts to the exclusion of the law of any other forum without regard to the jurisdiction in which any action or special proceeding may be instituted.

This Agreement is made pursuant to Massachusetts General Laws Chapter 41, Section 108N.

IT WITNESS WHEREOF, the parties have hereunto executed this agreement on this 23rd day of June, 2021 in accordance with a unanimous vote of the Board of Selectmen on the 17th day of June, 2021.

George H. Dunham,
The Town Manager

George H. Dunham

Board of Selectmen,
The Town of Sandwich

Michael J. Miller

[Signature]

[Signature]

[Signature]

[Signature]