TOWN ADMINISTRATOR EMPLOYMENT AGREEMENT

This AGREEMENT is made pursuant to M.G.L. c. 41, § 108N between Kristine Trierweiler, ("Ms. Trierweiler" or "Town Administrator") and the Town of Medfield ("Town"), acting by and through its Board of Selectmen ("Board"), to set forth the terms under which Ms. Trierweiler will be employed as the Medfield Town Administrator. To the degree that this Agreement modifies the employment agreement between the Town Administrator and the Employer dated March 26, 2021, this Agreement shall supersede the prior employment agreement and any amendments thereto. Any provision of the prior employment agreement not specifically modified by this Agreement shall remain in full force and effect until June 30, 2024.

I. TERM

This Agreement shall be for a term beginning July 1, 2024 and ending on June 30, 2027, subject, however, to prior termination as written below.

If, by mutual agreement between the parties, the Town Administrator continues in office after the expiration of the term of the Agreement and there is no successor Agreement, the Town Administrator shall continue to receive the salary and benefits in effect at the time.

II. DUTIES

The Town Administrator will perform the duties set forth for the position in the Town Charter and any other duties as determined by the Board of Selectmen including as a result of the formal approval of the Town Administrator job description recommended by the Town's Personnel Board. The duties will include without limitation:

- Administration of policies and duties of the Board of Selectmen as specified by this Charter, Town Bylaws, or the Massachusetts General Laws;

- Attend meetings of the Board of Selectmen and provide the Selectmen with information they require to form policies and make decisions relating to the operation of Town government functions for which they are responsible;

- Assist the Selectmen with their budgetary responsibilities by assembling the budget requests of all departments, to include the School Department, into a unified document, by informing the Selectmen of unusual budgetary matters that require their attention, by preparing a recommended budget for the approval of the Selectmen to include a long-range Town fiscal plan that sets forth anticipated operating and capital expenditures, and by performing at the request of the Selectmen special studies and analyses of the costs and benefits of Town programs;

- Keep the Selectmen informed on practices and trends in other municipalities, and of hearings and laws of the Commonwealth and federal government;

- Provide the Selectmen with information on anticipated problems;

- Facilitate communications between the Selectmen and other Town Boards and Committees;

- Promote ease of public access to town information that is not otherwise restricted by law;

- Prepare the Warrant Report for the Annual Town Meeting;

- Exercise supervisory responsibilities of the Selectmen as delegated by them;

- Maintain an inventory of all Town-owned property;

- Establish and maintain a purchasing service for the Town.

- Recommend to the Selectmen measures to improve Town government services**,** including recommendations on reorganizations, expansions and reductions in Town Departments;

- Make studies and investigations for the Board of Selectmen at its request or at her own initiative concerning matters pertinent to the Town government;

- Perform other duties at the Board's request.

III. HOURS OF WORK

The Town Administrator will devote full time and attention to the business of the Town during regular Town Hall hours. It is recognized that the Town Administrator must also devote a great deal of time outside the normal hours to the business of the Town. Therefore, the Town Administrator will be allowed to take reasonable time off from work as she deems appropriate and when it will least affect the operations of the Town. However, this time off shall not constitute an agreement that the Town Administrator can accumulate and be compensated for compensatory time. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. The Town Administrator shall not engage in any other employment without the approval of the Board.

When the Town Administrator takes compensatory or other time off, she will notify the Chairman of the Board of Selectmen, doing so in advance whenever it is possible to do so.

IV. COMPENSATION

The Town agrees to pay the Town Administrator the following all-inclusive annual salary in installments on the same schedule as other Town employees:

- Effective July 1, 2024 the annual salary will be Two Hundred Thirty-One Thousand, Six Hundred and Seventy-Three Dollars ($231,673.00).

- Effective July 1, 2025, the annual salary will increase to Two Hundred Forty-Three Thousand, Two Hundred and Fifty-Seven Dollars ($243,257.00).
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- Effective July 1, 2026, the annual salary will increase to Two Hundred Fifty-Five Thousand, Four Hundred and Twenty Dollars ($255,420.00).

Unless expressly provided for in another section of this Agreement, the salary is the total monetary compensation due the Town Administrator from the Town.

V. INSURANCE

If the Town Administrator does participate in a Town Health Insurance Plan, it shall be on the same terms as other employees, including the sharing of costs between the Town and the employee.

VI. LONGEVITY

The Town Administrator shall continue to receive the longevity payment under the terms set forth in the Town's Personnel Plan based on her initial Town hire date of March 1, 1999.

VII. VACATION

The Town Administrator shall be entitled to 25 vacation days annually under the terms set forth in the Town's Personnel Plan. Subject to available funds and the approval of the Select Board, the Town Administrator shall have the option of being compensated for up to ten (10) days of vacation leave at the salary in effect at the time of the request. The Town Administrator shall submit a request to the Select Board if she intends to exercise this provision, on or before December 31st of the fiscal year of the request.

VIII. PERSONAL DAYS

The Town Administrator shall be eligible for the personal days benefit under the terms set forth in the Town's Personnel Plan.

IX. HOLIDAYS

The Town Administrator shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth

If the Town Hall is granted additional holidays in any year, the Town Administrator will be eligible as well, e.g., in years past the Town Administrator/Board of Selectmen have closed the town Hall on the day after Thanksgiving and the day before/after the 4th of July (depending on the calendar).

X. FUNERAL LEAVE

The Town Administrator shall be eligible for the Funeral Leave benefit under the terms set forth in the Town's Personnel Plan.

XI. JURY DUTY

The Town Administrator shall be eligible for the Jury Duty benefit under the terms set forth in the Town's Personnel Plan.

XII. SICK LEAVE

The Town Administrator will continue to receive the Sick Leave benefit provided under the terms set forth in the Town's Personnel Plan.

XIII. INDEMNIFICATION

Pursuant to Chapter 258, Section 13, the Town shall indemnify the Town Administrator from personal financial loss, all damages and expenses, including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars ($1,000,000) 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 Town Administrator, at the time of such act or omission was acting within the scope of her official duties or employment. The Town will provide liability insurance coverage consistent with this indemnification. This indemnification shall survive the Town Administrator's separation from the employment of the Town.

XIV. PERFORMANCE EVALUATION

A. The Board of Selectmen and the Town Administrator will set annual goals and objectives for the Town Administrator. Attainment of said goals and objectives will be part of an annual evaluation of the Town Administrator. The evaluation shall be in accordance with the goals and objectives and any other criteria agreed upon by the Board and the Town Administrator. The Board shall provide the Town Administrator with a written statement of the findings of the Board and the Town Administrator shall have an opportunity to discuss her evaluation with the Board.

XV. PROFESSIONAL DEVELOPMENT AND EXPENSES

The Town Administrator shall be reimbursed for her out-of-pocket expenses incurred in conducting the business of the Town, including but not limited to travel, mileage, tolls (other than normal commuting to and from work), and parking, subject to her compliance with any Town expense reimbursement process/policy.

The Town agrees to budget and to pay, subject to appropriation, for the professional dues, subscriptions and conference expenses of the Town Administrator necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the Town, as agreed to by the Board of Selectmen.

The Town shall provide the Town Administrator with a laptop computer and other electronic devices approved by the Board for her to use to perform her duties. Personal use of the devices will be allowed provided that such use complies with Town policies and does not interfere with the Town Administrator's performance of her duties for the Town. At the request of the Board, the devices will be returned to the Board upon the Town Administrator's conclusion of employment.

XVI. TERMINATION OF THE EMPLOYMENT OF THE TOWN ADMINISTRATOR DURING TERM OF CONTRACT

A. If there is just cause to suspend without pay or dismiss the Town Administrator, the Board can do so after notice to the Town Administrator and a hearing. For the purposes of this Agreement, "just cause" shall mean the existence of a reasonable basis for the Board's dissatisfaction with the Town Administrator, including without limitation for poor performance, lack of capacity or diligence, failure to conform to usual standards of conduct, or other culpable or inappropriate behavior that diminishes the Town Administrator's effectiveness in the position. A suspension without pay for just cause will suspend the Town's obligations under the Agreement for the term of the suspension. A dismissal for just cause will end the Town's obligations under this Agreement except as otherwise expressly stated in the Agreement.

B. In addition to its rights set forth in "A", the Board can end the Town's obligations under this Agreement and the employment of the Town Administrator during the term of the Agreement, or any holdover period, by paying the Town Administrator severance of six (6) months' salary either in a lump sum or in the same increments as the Town Administrator receives her regular pay, or any combination thereof. At the Board's option, the severance payment can be paid in whole or part by relieving the Town Administrator of her duties during the term of the Agreement and paying the severance for the remainder of the term. This section shall survive the termination of this Agreement, except that the Town will not be obligated to pay severance pay if the Town provides notice of non-renewal by December 31, 2026, as described in Paragraph XIX of this Agreement.

C. The Town Administrator may end her obligations under this Agreement with three (3) months written notice to the Board, unless the Parties otherwise agree.

XVII. 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. If any provision, or any portion thereof, contained in this Agreement is determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void, but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

XVIII. FUNDING

The monetary items called for by this Agreement are subject to an initial appropriation by Town Meeting, which shall be binding on the Town in each year, provided the Town Administrator meets her obligations under the Agreement.

XIX. NON RENEWAL OF AGREEMENT

The Board shall give the Town Administrator written notice of its intentions about renewing the Agreement no later than December 31, 2026, provided that the Town Administrator first notifies the Board in writing between October 1, 2026 and November 30, 2026, inclusive, that the Board has to give her written notice of its intentions about renewal no later than December 31, 2026.

Subject to timely notice by the Town Administrator, if the Board does not give written notice to the Town Administrator of its intentions not to renew the Agreement by December 31, 2026, and the parties fail to negotiate a successor contract by June 30, 2027, the Town shall pay the Town Administrator severance as described in Paragraph XVI(B) of this Agreement.

Nothing in this Agreement shall be deemed to preclude the Board and the Town Administrator from renegotiating or extending the terms of this Agreement at any time during its term.

XX. NOTICES

The Town Administrator agrees to keep the Board current on her personal mailing and email address and telephone numbers. Until such time as notices are provided to the Board 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 mailing and email address the Town Administrator provides to the Board.

All notices to the Town of Medfield shall be directed to the Chairman of the Board of Selectmen, 459 Main Street, Medfield, MA 02052, by email or first class mail.

XXI. ENTIRE AGREEMENT

This is the entire Agreement between the parties. Any other Agreement between the parties made prior to, 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 by virtue of the language contained hereinabove.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on this _____ day of March, 2024.

Board of Selectmen,

Town of Medfield

_____
Osler Peterson, Chairman Date

_____
Eileen Murphy, Clerk Date

_____
Gustave H. Murby, Third Member Date

Town Administrator

_____
Kristine Trierweiler Date