

PROFESSIONAL SERVICES EMPLOYMENT CONTRACT

TOWN OF HUDSON EXECUTIVE ASSISTANT

THIS AGREEMENT, made pursuant to Massachusetts General Laws, Chapter 41, Section 108N, as amended, by and between the **Town of Hudson**, ("the Town") acting by and through its duly elected Board of Selectmen with no personal liability to themselves, and **Thomas Moses** of Hudson, Massachusetts ("Executive Assistant").

WHEREAS, the Board of Selectmen, pursuant to all applicable local and State law, desires to extend the July 1, 2015 contract with Thomas Moses to continue as the Town of Hudson Executive Assistant; and

WHEREAS, Mr. Moses has agreed to accept such employment extension as the Executive Assistant of the Town.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. DUTIES

- A. The Executive Assistant shall be the Chief Administrative Officer of the Town of Hudson, pursuant to the Hudson Town Charter, and it is acknowledged that the Board of Selectmen are the Chief Executive Authority of the Town as duly elected and pursuant to said Charter.
- B. The Executive Assistant shall perform the duties and possess the powers and responsibilities of the Executive Assistant as delineated in Article 4 of the Charter and his employment shall be subject to all provisions of said Charter, and the applicable By-Laws of the Town, the provisions of which are incorporated herein by reference.
- C. The Executive Assistant shall attend all meetings of the Board of Selectmen, and recommend to the Board of Selectmen the adoption of any such measures requiring action by them or by the Town as he may deem necessary or expedient.
- D. The Executive Assistant shall keep full and complete records of his office, and render as often as may be required by the Board of Selectmen, a full report of all operations

during the period reported on; and annually, or more often, if required by the Board of Selectmen, to make a synopsis of all the reports for publication.

- E. The Executive Assistant shall keep the Board of Selectmen fully advised as to the needs of the Town within the scope of his duties, and to furnish the Board of Selectmen in writing on or before the Thirty-first day of December of each year with a detailed list of the appropriations required during the next ensuing fiscal year for the proper conduct of all departments of the Town under his control.
- F. The Executive Assistant shall perform such other duties consistent with his office as may be required, by the Town Charter, By-Laws of the Town or by an affirmative Vote of the Board of Selectmen.

SECTION 2. TERM OF AGREEMENT

This Agreement for Professional Administrative Services shall be for a term of three (3) years, commencing on July 1, 2018 and ending June 30, 2021.

SECTION 3. REMOVAL AND SEVERANCE

- A. The Town, by its Board of Selectmen, may remove the Executive Assistant from his employ in accordance with Section 4-5 of the Charter.
- B. In the event that the Board of Selectmen decide in advance not to renew the Executive Assistant's contract, then the Board of Selectmen shall give the Executive Assistant 90 days notice.
- C. In the event that the Executive Assistant is removed by the Board of Selectmen prior to the expiration of the term of this Agreement, unless such removal is caused by malfeasance of the Executive Assistant, then the Town agrees that it shall pay to the Executive Assistant a lump sum cash severance payment equal to three (3) months' aggregate salary plus any vacation day buy back allowed here-in, which amount shall be paid to the Executive Assistant within 15 days of the effective date of removal from his employment. The Agreement shall be deemed to be terminated upon removal. All rights and benefits shall cease except for the entitlement of severance, health insurance, and post-removal indemnification as set forth in Section 10.

- D. In the event that the Executive Assistant voluntarily resigns his position as Executive Assistant with the Town, prior to the expiration of the term of this Agreement, the Executive Assistant shall give the Town three (3) months written notice in advance, unless the Executive Assistant and Board of Selectmen agree otherwise. A copy of the resignation shall be filed with the Town Clerk. Said resignation shall not take effect until three (3) months after the date written notice is given to the Town.

SECTION 4. SALARY COMPENSATION

- A. Effective July 1, 2018, the annual salary of the Executive Assistant shall be One Hundred Sixty Six Thousand Seven Hundred Eight (\$166,708.88) Dollars and Eighty-Eight cents per year, with an annual cost of living increase based upon the Boston Consumer Price Index [as issued by the Bureau of Labor Statistics also known as the Boston-Brockton-Nashua, MA-NH-ME-CT (MSA) Price Index], capped at two and one-half (2.5%) percent determined annually on the anniversary date of the original contract (December 2).
- B.

SECTION 5. HOURS OF WORK

- A. The Executive Assistant will devote full-time and attention to the public business of the Town, and pursuant to the Town Charter, will not hold any other office nor engage in any other business or occupation during his term unless such action is approved in writing by an affirmative Vote of the BOS.
- B. The Executive Assistant shall organize with the Chairman and participate in all Board of Selectmen's Meetings, Town Meetings and other meetings where his attendance would be beneficial to the orderly conduct of the Town's business and operations.
- C. The Executive Assistant will be a salaried officer of the Town.

SECTION 6. AUTHORIZED LEAVE

- A. The Executive Assistant shall accrue a total of five (5) weeks' vacation leave, accrued on a monthly basis as 2.08 days per month, 25 days per year and shall be allowed to

carry over up to 10 vacation days per year, with no more than 35 vacation days bought back at time of separation.

- B. The Executive Assistant shall be allowed one and one quarter (1.25) sick days leave for each month of service. Any portion of such leave not used in any year may be accumulated to a maximum of 60 days. There will be no sick leave buy back for such leave.

SECTION 7. PROFESSIONAL DEVELOPMENT

- A. The Parties agree that the Town will pay a sum each year not to exceed \$2,000.00 for the Executive Assistant's professional development, above and beyond professional association dues. All expenses shall require prior authorization of the Board of Selectmen, and approval shall not be unreasonably withheld.
- B. Any expenses that the Executive Assistant submits for such reimbursement must be accompanied by written documentation, invoices, memos or other evidence of payment.

SECTION 8. HEALTH INSURANCE

The Executive Assistant shall be eligible to enroll in the Town's health insurance plans with the Town contributing to such health insurance in a percentage equal to that which the Town contributes for any other Town non-union employee. In regard to dental insurance or any other similar benefit not presently available to non-unionized Town employees, the Executive Assistant will be entitled to the benefits offered to other Town non-union employees.

SECTION 9. ASSESSMENT CRITERIA

- A. Annually, the Board of Selectmen may define assessment criteria which they deem necessary for the proper and professional operation of the Board of Selectmen's Office, Town Boards, agencies and officials, under the direction of the Executive Assistant and in the attainment of the Board of Selectmen's policy objectives of the Town, as Chief Executive Authority.
- B. The Board of Selectmen may review and evaluate the Executive Assistant's performance, via these assessment criteria during the term of this Agreement. This

evaluation may be based upon the assessment criteria developed by the Board of Selectmen on a form approved by the Board. Further, the Board of Selectmen may provide the Executive Assistant with a summary written statement of the findings of the Board of Selectmen and shall provide an adequate opportunity for the Executive Assistant to discuss his evaluation with the Board of Selectmen.

SECTION 10. INDEMNIFICATION

Pursuant to the applicable provisions of Massachusetts General Laws Chapter 258, as accepted by the Town, the Town shall indemnify and hold harmless the Executive Assistant from personal financial loss and expense, including reasonable legal fees and costs in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment, by reason of any act or omission occurring in the performance of his official duties and scope of employment, and provided that the Executive Assistant acted in good faith. The Executive Assistant shall not be so indemnified for a violation of Civil Rights of any person under Federal or State Law, or, if he acted in a grossly negligent, willful or malicious manner. This Section shall survive the termination of the Agreement or removal of the Executive Assistant. The Town will provide municipal liability insurance coverage under its Public Officers' Liability Insurance Policy for the Executive Assistant.

SECTION 11. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the Parties with regard to the matters set forth herein. There are no understandings or agreements, verbal or otherwise, in relation thereto, between the Parties, except as expressly set forth herein. This Employment Agreement may be amended or modified only by a written instrument executed by the Parties hereto or by their successors and assigns.
- B. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the Parties. No extension or modifications or same shall be effective unless by an instrument in writing, duly executed by the Parties.

- C. This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any provision, or any portion thereof, contained in this Agreement, is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the Executive Assistant shall be an “exempt employee”.
- E. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and Executors of the Executive Assistant.
- F. This Agreement is the result of negotiation and compromise by and among the Parties and no Party shall be prejudiced as having been the drafter of this Employment Agreement.

SECTION 12. NOTICES

Any notices pursuant to this Agreement shall be given by deposit to the custody of the United States Postal Service, First Class Mail, postage prepaid and Certified Mail, return receipt requested, addressed as follows:

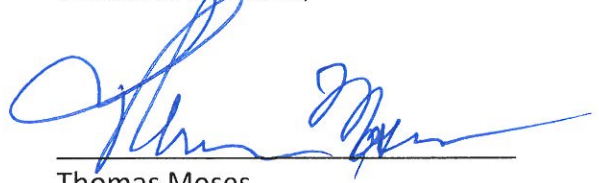
TOWN: Board of Selectmen
Town Hall
78 Main Street
Hudson, MA 01749


EXECUTIVE ASSISTANT: Thomas Moses
One Lower Road
Hudson, MA 01749

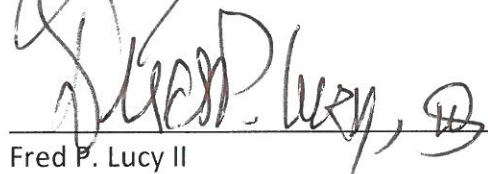
IN WITNESS WHEREOF, the Town of Hudson, Massachusetts has caused this Agreement to be signed, executed and endorsed on its behalf, by its duly authorized Board of Selectmen, duly attested by its Town Clerk, and the Executive Assistant has signed and executed this Agreement in duplicate on this, the 5th day of February, 2018.

Town of Hudson
By its Board of Selectmen,
With no personal liability,

Executive Assistant,


Thomas Moses


Joseph Durant

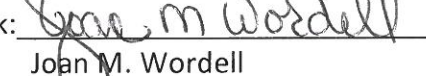

Fred P. Lucy II

James D. Quinn

Scott Duplisea


John M. Parent

ATTESTED:

Town Clerk: 
Joan M. Wordell

Date: February 5, 2018