

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF WESTFORD
AND
JODI R. ROSS**

This agreement, made and entered into this **8th day of July, 2008**, by and between the Town of Westford (the "Town"), the Commonwealth of Massachusetts, and a municipal corporation (the "Employer"), acting by and through its Board of Selectmen (the "Board"), and Jodi R. Ross (the "Town Manager") as follows:

WHEREAS, the Employer desires to employ the services of Jodi Ross, as Town Manager;

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws may contract with the Town Manager for such services;

WHEREAS, it is desired of the Board to provide certain benefits, establish the conditions of employment, and set the salary of said Town Manager; and

WHEREAS, Jodi Ross agrees to accept employment as Town Manager of said Town.

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

Section I: Powers, Duties and Responsibilities:

The Employer agrees to employ Jodi Ross as Town Manager of the Town. The Town Manager shall assume the powers, duties, and responsibilities of the position in accordance with Chapter 480 of the Acts of 1989, the Westford Home Rule Charter Act, and other legal duties as the board may assign.

Section II: Term of Agreement:

The term of this Agreement shall be from August 11, 2008 until June 30, 2012.

- A. The Town Manager agrees to remain in the exclusive employ of the Town until **June 30, 2012**.
- B. The Town Manager shall be a full-time employee of the Town and shall accept no other employment, provided, however, the Town Manager may teach or consult on a part-time basis, outside the Town Manager's regular work hours, so long as such teaching or consulting does not interfere with, or conflict in any way with the Town Manager's duties and responsibilities to the Employer, nor constitute a conflict under terms of the Chapter 268A of the General Laws of the Commonwealth. Any such consulting or teaching shall be subject to prior approval of the Board.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of the Town Manager at any time, subject to provisions of Section III, of this Agreement.

Section III: Termination – Non-Renewal of Agreement

- A. The Town shall have the right to request the resignation of or terminate the employment of the Town Manager prior to the expiration of the term of this Agreement, by supermajority vote, with four (4) out of five (5) selectmen voting in favor of such action. In the event of such action, the Board of Selectmen will provide the Town Manager with two (2) weeks' notice. In the event the Town Manager resigns or leaves office at the Board of Selectmen's request or is terminated by such supermajority vote of the board, the Town shall pay the Town Manager a lump sum cash payment equal to nine (9) months aggregate salary, which shall be paid to the Town Manager on or before the effective date of termination of her employment. In the event the Town Manager is terminated for gross misconduct in office, as opposed to incompetence or unsatisfactory job performance, the Town shall have no obligation

to pay the aggregate severance sum provided for in this paragraph. In the event that the Board of Selectmen ask the Town Manager to resign, or leave office, she shall be deemed to have been terminated by the Board, for the purposes of severance, and for the purpose of unemployment compensation

- B. Subsection A of this Section shall survive any termination of this Agreement.
- C. The Board shall provide the Town Manager with nine (9) months written notice of the Board's intent not to renew or enter into a new employment agreement with the Town Manager. Failure to advise the Town Manager shall constitute renewal of this agreement for an additional term.
- D. In the event the Town Manager voluntarily terminates the position of Town Manager with the Town before the expiration of this Agreement, the Town Manager shall give the Town six (6) weeks notice in advance, unless the parties agree otherwise. In the event of voluntary resignation, no severance payment as provided in Subsection A shall apply.

Section IV: Establishment of Goals and Objectives – Town Manager Evaluation

Annually, the board and the Town Manager shall jointly establish goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year. The Town Manager shall be reviewed against the attainment of such goals. The Board shall review and evaluate the Town Manager every year from the date of appointment. Said review shall be based upon the goals and objectives as established above. The Chairperson of the Board shall provide the Town Manager with a written statement of the findings of the Board and provide an adequate opportunity for the Town Manager to discuss such appraisal with the Board. At the

conclusion of the annual review a bonus salary increase may, or may not be given to the Town Manager.

Section V: Compensation

- A. The Town agrees to pay the Town Manager for services rendered under this Agreement an annual salary of one hundred thirty - five thousand dollars (\$135,000) commencing August 11, 2008. Annual salary increases shall be decided upon after completion of the annual review process as described in Section IV. At the conclusion of the first, second, third and fourth year of the contract, the Town Manager may receive a bonus - the amount of which will be based on performance as measured against agreed upon goals and awarded by the Board. Said amount will be in addition to any raise given as part of the annual review process described in Section IV.
- B. The Town agrees to provide a cost of living increase annually to the Town Manager as determined by averaging any cost of living adjustments granted to non-union employees, and those employees covered by collective bargaining agreements, and shall annually increase the Town Manager's base salary.
- C. The Town Manager shall be allowed to contribute through payroll deduction to an approved deferred compensation plan to the maximum amount limited by Federal law. The Town shall contribute five thousand dollars (\$5,000) annually to the Town Manager's deferred compensation account through equal monthly payments.
- D. The Town Manager shall be entitled to four (4) weeks paid vacation per contract year. A week shall be defined as five (5) working days. Unused vacation days may be carried over from one year to another.
- E. The Town Manager shall receive holidays and personal days in line with the non-union employees and those employees covered by collective bargaining agreements.

- F. The Town Manager shall accrue sick leave in accordance with the Town's personnel policies, however upon execution of this Agreement, the Town Manager shall be credited by the Town with 15 sick days in her sick leave account.

Section VII: Residency

Residency within the Town of Westford is not required.

Section VIII: Allowances and Expenses

- A. The Town Manager shall be provided with an automobile allowance of three hundred dollars (\$300) each month. This shall pay the Town Manager for use of a personal vehicle in the course of performing the duties of the office of Town Manager and is in place of a mileage reimbursement.
- B. The Town Manager shall be reimbursed for other necessary general expenses incurred during the performance of duties as the Town Manager.

Section IX: Professional Development

- A. The Town shall pay the Town Manager's registration fee(s) and related expenses for the International City and County Management Association's Annual Conference, Massachusetts Municipal Association Annual Conference, and the Massachusetts Municipal Managers Association Annual Spring and Fall conferences.
- B. The Town shall pay the Town Manager's registration fee(s) and expenses to and from short courses, institutes, and seminars that are necessary for the Town Manager's professional development and for the good of the Town.
- C. The Town agrees to budget and pay for the professional dues and subscriptions for the Town Manager necessary for membership in the International City/County

Management Association, American Society for Public Administration, the Massachusetts Municipal Managers' Association, and any other professional organizations deemed necessary and desirable for her continued professional participation, growth, and advancement for the good of the Town.

Section X: Other Terms and Conditions of Employment

- A. The Town shall provide the Town Manager with health insurance policy as provided to other Town employees.
- B. The Town Manager shall be reimbursed monthly by the Town for her \$200,000 life insurance policy premiums, and her long term disability policy premiums. Said reimbursement shall not exceed two thousand five hundred dollars (\$2500) per year.
- C. All other provisions of the Town's personnel by-laws relating to fringe benefits and working conditions as they now exist, or hereafter may be amended, shall also apply to the Town Manager as they would to other town employees.
- D. The Town agrees to furnish at its expense public officials liability insurance for the Town Manager in the amounts of \$1,000,000 per occurrence, and \$3,000,000 maximum per year.
- E. 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 her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager.
- F. The Town shall reimburse the Town Manager for any attorneys' fees and costs incurred by the Town Manager in connection with such claims or suits involving the

Town Manager in her professional capacity. The Town Manager agrees to notify the Town immediately upon notice of any claim and to cooperate fully in the defense of any claim.

- G. The Town shall provide the Town Manager with a mobile phone and laptop computer for her use in the course of performing the duties of the office of Town Manager. Said mobile phone and laptop computer shall remain the property of the Town.

Section XI: Notices

Notices under this Agreement shall be given by hand or by deposit in the custody of the United States Postal Service, postage prepaid, addressed to:

Jodi Ross
9 Blake Street
Westborough, MA 01581

Chairperson, Board of Selectmen
Town of Westford
55 Main Street
Westford, Massachusetts 01886

Section XII: General Provisions

- A. The text herein shall constitute the entire Agreement between parties.
- B. If any provision, of any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

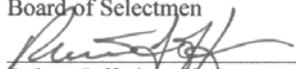
This Agreement shall become effective commencing **July 8, 2008, and shall be for the term of August 11, 2008 until June 30, 2012**, unless terminated earlier in accordance with Section III.

IN WITNESS THEREOF, the Town of Westford, Massachusetts, has caused this agreement to be signed and executed in its behalf by its Board of Selectmen, and the Town Manager has signed and executed this Agreement, both in duplicate, this day and year first above mentioned.

TOWN OF WESTFORD

Acting by and through its

Board of Selectmen


Robert Jefferies, Chair

JULY 9, 2008
Date

TOWN MANAGER


Jodi Ross

7-9-08
Date