

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made this 13th day of April 2022, by and between the Town of Dighton, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and Anabela Powell of 804 Spring Street, North Dighton, MA 02764, hereinafter referred to as "Powell".

### **WITNESSETH:**

**WHEREAS**, the Board of Selectmen (hereinafter the "Board") voted unanimously on April 13, 2022 to enter into this agreement with Powell for the position of Executive Director of the Dighton Council on Aging with duties described in the attached job description; and

**WHEREAS**, the Board and Powell now desire to enter into a written contract of employment setting forth the terms and conditions of such employment;

**NOW, THEREFORE**, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT.** The Town hereby employs Powell, and she hereby accepts employment as Executive Director of the Dighton Council on Aging with duties described in the attached job description.
2. **TERM.** The term of employment shall be a period of two (2) years, beginning July 1, 2022 and ending on June 30, 2024, unless this Agreement is sooner terminated as herein provided for.
3. **COMPENSATION.** The Town shall pay Powell an annual salary of \$60,000 commencing on April 13, 2022, which includes the job duties as outlined in the attached job description.

Commencing on July 1, 2022 the Board of Selectmen shall vote to increase the annual compensation by 2%.

Commencing on July 1, 2023 and following a successful performance evaluation conducted by the Council on Aging Board of Directors as described below, the Board of Selectmen shall vote to increase the annual compensation by 2%. The Board may vote to increase the annual compensation by more than 2%, at its own discretion.

The annual salary shall be paid in equal weekly installments on the same day as other employees of the Town are paid. Future reviews of the terms and compensation shall occur with the Board at least 30 days prior to the expiration of each term of this agreement.

4. **DUTIES.** Powell shall perform faithfully, to the best of her ability, such duties and responsibilities as shall be assigned by the Board of Directors, Board of Selectmen and Town Administrator including, without limitation, those set forth in the job description which is annexed hereto and incorporated herein by reference.

5. **HOURS OF WORK.** The basic workweek of Powell shall be thirty-five (35) hours, normally scheduled on Monday through Friday. In addition to her basic workweek, Powell may be required to attend Board of Selectmen meetings, Town Meetings, Department Head meetings, or such meetings of other boards or committees of the Town as the Board or Town Administrator may direct. Powell shall be granted either compensatory time off during her basic workweek for all such additional hours worked by her if approved by the Board and/or the Town Administrator to be used within one (1) month as staffing allows.

6. **VACATION.** Powell shall be entitled to four (4) weeks of vacation with pay during each year of the term of this contract, exclusive of legal holidays. Vacation time is cumulative and must be used. In the event that Powell is unable to use her vacation by the end of the fiscal year, she may request to carry forward to the next fiscal year up to but not to exceed two (2) weeks' vacation time. Powell shall not take more than two (2) weeks' vacation consecutively unless a longer period of time is agreed to by the Board in advance.

7. **SICK LEAVE.** Sick leave shall consist of one and one-half (1 ½) days per month, not to exceed eighteen (18) days per year cumulative to two hundred (200) days maximum. Upon retirement, the Town agrees to buy-out one-hundred (100%) percent of accumulated sick leave at the regular rate of hourly pay being received at the time of said retirement up to a maximum amount of \$20,000.

8. **PERSONAL LEAVE DAYS.** Powell shall receive four (4) personal days per year. Personal days are not cumulative and cannot be carried forward to another fiscal year. Unused personal days shall not be compensated.

9. **BEREAVEMENT LEAVE.** Bereavement Leave without loss of pay shall be granted for death in the immediate family up to three (3) days. These days are to be used within ten (10) days of death unless funeral or burial is postponed:

Mother-in-Law	Father-in-Law
Grandparents	Grandchildren
Son-in-Law	Daughter-in-Law
Brother-in-Law	Sister-in-Law

Up to five (5) working days:

Mother	Father	Stepchild
Sister	Brother	Stepparents
Child	Spouse	Person living in Household

Grandchild (if grandparent is guardian)

Up to one (1) working day for all other relatives (Aunt, Uncle, Niece, Nephew and Cousin).

10. **JURY DUTY.** In the event Powell is required to perform jury duty, she shall receive leave with pay for the duration of such duty. Powell shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and her regular compensation.

11. **UNPAID LEAVE.** Unpaid leave may be granted to Powell by the Board for any period or periods of absence which are not covered by any paid leave provided for hereunder.

12. **HOLIDAYS.** Powell shall be excused from work without loss of pay on the following holidays and any other holiday declared by the Governor, the General Court or the Board.:

New Year's Day (January 1)

Martin Luther King Day

President's Day (third Monday in February)

Patriot's Day (third Monday in April)

Memorial Day

Juneteenth

Christmas Eve (1/2 day)

Christmas Day

Columbus Day (second Monday in October)

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Independence Day

Labor Day

If a holiday falls on a Saturday, the preceding workday shall be the designated holiday. If a holiday falls on a Sunday, the following Monday shall be the designated holiday.

13. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to Powell. The Town will continue to pay the current percentage in health care coverage of seventy five percent (75%) and the employee shall continue to pay the current percentage in health care coverage of twenty-five percent (25%) as currently provided for non-union employees.

14. **PROFESSIONAL DEVELOPMENT.** Powell shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Board, to develop her skills and abilities as Executive Director of the Council on Aging. She shall also be allowed to become a member of professional organizations and to subscribe to professional publications approved in advance by the Board. The cost thereof shall be paid by the Town.

17. **PERFORMANCE EVALUATION.** The performance of Powell shall be evaluated in writing by the Council on Aging Board of Directors prior to the annual review of her salary provided for in paragraph 3. She shall have the right to make a written response to

such evaluation, and the written evaluation and the response shall be filed in her personnel file.

18. **INDEMNIFICATION.** The Town agrees that if the Powell is required to participate in legal proceedings relating to all incidents in which she as employee of the Town is involved that is within the scope of her duties and responsibilities, she shall receive the appropriate legal representation from Town Counsel or a designee as provided by the liability insurer of the Town as provided for in Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

19. **TERMINATION.** This Agreement may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. Retirement of Powell;
- c. Disability of Powell that prevents the performance of her duties for a period of one hundred eighty (180) days;
- d. Death of Powell;
- e. Dismissal of Powell for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other good cause. If any such dismissal is intended by the Board, Powell shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If she so requests, she shall be given a hearing before the Board at which she may be represented by Counsel, present evidence, and call witnesses to testify in her behalf.

20. **RENEWAL OF AGREEMENT.** This agreement will not renew automatically. This Agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. The Board shall give Powell written notice of at least sixty (60) days prior to the end of the term as to whereof it desires to renew the Agreement. In the event Powell is not interested in a renewal of the Agreement, she shall give the Board written notice of such fact at least sixty (60) days prior to the end of the term. In the absence of the aforementioned written notice from the Board or Powell referenced in this paragraph, this Agreement shall terminate at the end of its present term as set forth herein.

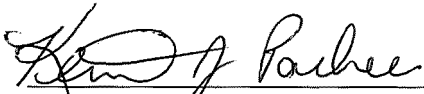
21. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and Powell and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.

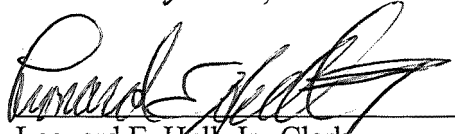
22. **SEVERABILITY CLAUSE.** If any paragraph or provision of this Agreement is invalid or deemed illegal or unenforceable, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first above written.

**BOARD OF SELECTMEN**

**TOWN OF DIGHTON**

  
Kenneth J. Pacheco, Chairman

  
Leonard E. Hull, Jr., Clerk

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Brett R. Zografos, Ph.D, Member

**EXECUTIVE DIRECTOR TO THE DIGHTON COUNCIL ON AGING**

  
Anabela Powell