

**TOWN OF PITTSFIELD AND CARA M. HAYES  
EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (Agreement) is made and entered into on the 14<sup>th</sup> day of August, 2018, between the **Town of Pittsfield** (Town or Employer) and **Cara M. Hayes** (Employee), collectively referred to as the Parties.

The Parties agree as follows:

**1. EMPLOYMENT**

The Town hereby agrees to employ the Employee and the Employee agrees to accept employment in the position of Town Administrator for a three-year term commencing December 23, 2018 through December 25, 2021. The Parties agree that this is a full-time, year-round position and the Employee agrees to devote all of their professional efforts to the successful fulfillment of their Duties as Town Administrator to the Town as described in Section 2 below.

The Employee agrees to remain in the exclusive employ of the Town, while employed by the Town. The term “employed” shall not include occasional teaching, writing, speaking or consulting (Excluded Services) performed on the Employee’s time off, even if outside compensation is provided for such services. Those Excluded Services are expressly allowed, provided that they do not present a conflict of interest with the Town and do not conflict with their Duties. The Employee is required to apprise and discuss with the Town any and all Excluded Services.

The Parties understand and agree that the citizens of the Town have ultimate power of the Town’s form of government and the terms and/or conditions of the positions in the Town, including but not limited to the Town Administrator. The Parties acknowledge and agree that if the citizens of the Town alter the terms and/or conditions of the Town Administrator position, then this Agreement becomes null and void.

**2. DUTIES**

Employee’s title is Town Administrator and, in consideration of the compensation and benefits to be paid by the Town, Employee hereby agrees:

- A. To initiate, administer and supervise all department functions and programs of the Town;
- B. To supervise the maintenance and upkeep of any facilities and equipment owned or maintained by the Town, and to recommend to the Town the acquisition of new or sale of used equipment and facilities;
- C. To keep and maintain proper fiscal records for the Town, and cause an annual budget to be produced in a timely manner;

**TOWN OF PITTSFIELD AND CARA M. HAYES  
EMPLOYMENT AGREEMENT**

- D. To perform all functions necessary to completely and fully administer the Town in accordance with the directives and policies of the Town;
- E. To perform additional essential duties as described in Addendum "A," attached hereto and incorporated herein by this reference.

**3. COMPENSATION**

The Town agrees to pay the Employee for their services rendered pursuant hereto, as Town Administrator, an annual salary of \$72,000.00. The salary may be adjusted in the same manner that is customary for other employees at the Town's sole discretion.

**4. BENEFITS**

The following items A through G are hereby identified as benefits for the purposes of this Agreement.

**A. Holidays**

The following official holidays shall be granted and paid:

New Year's Day	Labor Day
Martin Luther King Jr's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

**B. Leave**

The Town Administrator shall accrue leave time at the rate of 17.33 hours per month.

Leave time may be used for the following purposes:

1. Vacation
2. Sick
3. Personal
4. Bereavement
5. Family Medical Leave
6. Injury/Disability (on and off the job)

Leave time will be utilized to supplement the Workers Compensation Insurance Benefit as prescribed by State law. It is the intention that employee will use leave time to supplement benefits in order to receive 100% of the pre-injury weekly compensation.

Leave time may be continuously accrued, up to a maximum of 400 hours for 40 hour employees. No more than the maximum leave time amounts accrued, as noted above, shall be credited from any calendar to the next calendar year (e.g.

**TOWN OF PITTSFIELD AND CARA M. HAYES  
EMPLOYMENT AGREEMENT**

if a 40 hour work week employee has accrued 409 hours as of 12/31/16, then starting 1/1/17 the employee's record of leave time hours would be reduced to 400 hours). Upon severance of employment with the employer, the employee shall be paid for 50% of the unused leave time based upon the employee's current hourly wage.

**C. Health Insurance**

Employee is eligible to participate in the town's health insurance program as follows:

<u>Eligibility/</u>	<u>Town Allotment-Medical</u>
<u>Coverage Level</u>	
Single	100% MTB20 RX10/20/45
Two Person	100% MTB20 RX10/20/45
Family	100% MTB20 RX10/20/45

**D. Flexible Benefits Plan**

The Town selects "HealthTrust" to be the carrier to provide the Employee a choice of benefits under a plan that is designated to comply with Sections 105, 106, 125, and 129 of the Internal Revenue Code and the regulations issued thereunder, under this Agreement to the Employee. Such benefits shall have no cash value.

The cost of such flexible benefits plan shall be provided and paid by the Town in its entirety for the Employee covered by this Agreement, provided such Employee makes application for such insurance to the carrier. Such plan shall remain in effect only so long as the Employee continues to be employed by the Town and only in accordance with the terms and conditions of the Flexible Benefits Plan Service Agreement with "HealthTrust". Employee shall receive \$500.00 per year in their Health Care Account with this plan. Employee shall receive the amount of \$500.00 per year paid to them during the month of January.

**E. Life Insurance**

The cost of term insurance shall be provided and paid by the Town in its entirety provided such employee makes application for such insurance to the carrier. Such insurance shall remain in effect only so long as the employee continues to be employed by the Town and only in accordance with the terms and conditions of the insurance policy. The face value of each term policy, with no cash value, shall be \$15,000.00.

**F. Retirement**

The Town will make proper contributions to the New Hampshire Retirement System (NHRS) for the Employee covered under this Agreement.

## **TOWN OF PITTSFIELD AND CARA M. HAYES EMPLOYMENT AGREEMENT**

Employee acknowledges that they are not a retiree of NHRS and does not work for any other employer who contributes on their behalf to NHRS. Employee agrees to notify the Town if there are any changes to their status with NHRS.

### **G. Professional Development**

The Town agrees to budget for and to pay the professional dues, subscriptions, and travel and subsistence expenses of the Town Administrator for participation and travel to meetings and occasions adequate to continue their professional development. The Employee must obtain prior approval from the Town for attendance to said meetings.

### **5. PERFORMANCE EVALUATION**

Employee, in carrying out their responsibilities, shall demonstrate the following:

- A. Ability to cooperate with the governing body, community citizens and leaders, peer organizations and neighboring towns, districts, and the County;
- B. Ability to effectively communicate;
- C. Ability to effectively lead employees and volunteers;
- D. Good work habits as an example to employees;
- E. Full and efficient utilization of all facilities and services;
- F. Annually, the Parties shall jointly define such goals and performance objectives that they determine necessary for the administration of the Town, the proper operation of the Town departments, and in the attainment of the Town's policy objectives. The Town shall establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified.

The Town shall do a performance review based upon the above criteria and overall performance of job duties. The Town shall provide the Employee with a summary written statement of the findings of the evaluation and provide an adequate opportunity for the Employee to discuss the evaluation with the Town.

### **6. DISCIPLINE AND TERMINATION**

The Town's general disciplinary and termination policies do not apply to the Employee. In the event that the Town deems it necessary to issue discipline to the Employee, that discipline may include performance improvement and/or corrective action plans, reprimands, suspension, or termination.

## **TOWN OF PITTSFIELD AND CARA M. HAYES EMPLOYMENT AGREEMENT**

Employee may only be suspended or terminated for “cause” during the term of this Agreement or any extension thereof. As the Town Administrator, the Employee is in a high operational and administrative position in the Town and is, therefore, held to higher standards of performance and attitude than other employees. In most cases of misconduct committed by an employee at this level, either counseling or discharge would be warranted, but intermediate levels of disciplinary action would be rare.

“Cause” for discipline or termination includes, but is not limited to:

- (1) Intentional or repeated failure to comply with legal requirements or with the Town’s policies or directives;
- (2) Commission of any act of fraud, dishonesty, misappropriation of funds, embezzlement, breach of confidence, immoral conduct, or other misconduct in the rendering of services on behalf of the Town;
- (3) Current illegal use of drugs, substance abuse, or being under the influence of alcohol while on duty;
- (4) Repeated discourteous treatment of employees, subordinates, volunteers or the public; or
- (5) Failure or refusal to faithfully, diligently and effectively perform any of the provisions of this Agreement.

Dismissal shall be affected only upon the Town’s presentation to the Employee of a written specification of reasons at least ten (10) calendar days before said action is taken. The Employee may, within five (5) calendar days, request a hearing before the Board of Selectmen, in which event the Employee shall not be removed until such a hearing is held. The Town may, however, suspend the Employee from duty during until a hearing is held, with or without pay. The hearing shall be either public or private, as allowed under RSA 91-A, at the Employee’s request.

If the Employee’s employment is terminated, the Town’s only obligation as to wages is to pay all compensation and benefits accrued but unpaid at the date of termination.

The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein, or a new agreement has been negotiated and entered into between the Parties or as specified in paragraph 1, above.

**TOWN OF PITTSFIELD AND CARA M. HAYES  
EMPLOYMENT AGREEMENT**

**7. INDEMNIFICATION**

The Town shall defend, save harmless and indemnify the Employee against any tort, professional liability claim, demand or other legal action, as a results of the discharge of his duties as Town Administrator as long as their actions do not constitute gross, willful or intentional conduct.

**8. GENERAL PROVISIONS**

Working conditions and benefits addressed in the Employee Personnel Policy, which are not enumerated in this Agreement, shall be applicable as they would be to any other non-bargaining unit employee of the town.

**9. WAIVER OF BREACH**

Waiver by the Town of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or a waiver of this provision.

**10. AMENDMENTS**

No amendment or variation of the terms and conditions of the Agreement are valid unless the same is in writing, references this Agreement, and is signed by the Parties.

**11. EXCLUSIVE TERM/ASSIGNMENT**

The provision of this Agreement are for the benefits of the Parties solely, and not for the benefit of any person, persons or legal entities. Neither this Agreement nor any rights hereunder may be assigned by either party.

**12. SEVERABILITY**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, all other provisions shall remain in full force and effect.

**13. REPRESENTATION**

At all times, the Town has been represented by its attorney. The Employee acknowledges that the Employee, at all times, had the right to and the availability of independent counsel of the Employee's choosing in regard to this Agreement, whether or not the Employee chose to exercise that right.

**14. PARAGRAPH HEADINGS**

Headings are used solely for convenience and are not to be used in construing or interpreting this Agreement.

**TOWN OF PITTSFIELD AND CARA M. HAYES  
EMPLOYMENT AGREEMENT**

**15. GOVERNING LAW/JURISDICTION**

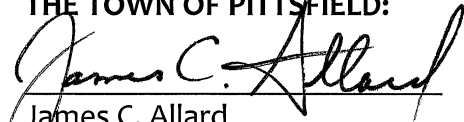
This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without reference to principles of conflict of laws. The Parties agree that any litigation or other proceedings to enforce the provisions of this Agreement will take place in the State of New Hampshire. In the event of disputes, proceedings or litigation regarding this Agreement, the Parties expressly submit to the jurisdiction of the federal and state agencies and courts located within the State of New Hampshire.

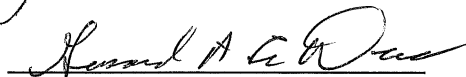
**16. ENTIRE AGREEMENT**

The Parties agree that this instrument represents the entire Agreement between the Parties, and that all prior representations, promises or statements merge with the written Agreement and, unless specifically set out herein, are not enforceable. The Town has made no representations to the Employee other than those specifically set forth herein.

**IN WITNESS WHEREOF**, the Town, acting through its Board of Selectmen has authorized this Agreement to be signed and executed on this 14<sup>th</sup> day of August, 2018. The Employee has executed this Agreement on the date entered below. Each party acknowledges receipt by their signature of a signed copy of the Agreement.

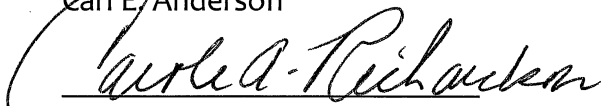
**THE TOWN OF PITTSFIELD:**

  
James C. Allard

  
Gerard A. LeDuc

James H. Adams

  
Carl E. Anderson

  
Carole A. Richardson

**EMPLOYEE:**

  
Cara M. Hayes

8/14/2018  
Date

# **TOWN OF PITTSFIELD AND CARA M. HAYES EMPLOYMENT AGREEMENT**

## **ADDENDUM A TOWN ADMINISTRATOR JOB DESCRIPTION**

The Town Administrator shall be appointed by the Board of Selectmen. The Town Administrator is the chief administrative officer for the Board of Selectmen and is responsible for duties assigned by the Board, Town Meeting vote, or by law. In accordance with such written formal policies that may be adopted by the Board of Selectmen, the Town Administrator manages and coordinates the office of the Board of Selectmen and other agencies under the control of the Board, and establishes effective working relationships among all town departments, boards, committees, and commissions.

### **A. SUPERVISION RECEIVED**

The Town Administrator receives general supervision and policy direction from the Board. The Administrator is required to exercise a considerable degree of independent judgment, and performance is evaluated by the Board based upon the achievement of specified goals and objectives.

### **B. SUPERVISION EXERCISED**

The Town Administrator exercises direct supervision of employees of the Selectmen's office and provides general supervision to department heads under the control of the Board of Selectmen. Department heads and other employees report to the Board of Selectmen through the Town Administrator.

### **C. GENERAL DUTIES AND RESPONSIBILITIES**

1. Carries out the orders, directives, and policies of the Board of Selectmen (the Board)
2. Keeps the members of the Board informed
3. As the Personnel Officer, supervises all personnel and activities under the jurisdiction of the Board, assists with retaining and recruiting staff and advises the Board on all matters affecting personnel
4. Conducts staff meetings as needed
5. Submits to the Board at least annually a written performance evaluation of all department heads and managerial employees that come under the jurisdiction of the Board; reviews and approves all other performance evaluations in accordance with collective bargaining agreements and other laws, rules, regulations, and procedures
6. Greets and meets citizens seeking Town assistance, and receives, investigates, and responds to citizen complaints directed to the Board and coordinates with the appropriate departments, boards, committees, and commissions to resolve the issue, and reports the outcome to the Board
7. As the Finance Officer, monitors all financial activity throughout the year, keeping the Board updated on the status of the Town's financial position
8. Supervises and/or manages financial administrative duties including, but not limited to, proper maintenance of the general ledger, accounts payable, accounts receivable, grant-



## **TOWN OF PITTSFIELD AND CARA M. HAYES EMPLOYMENT AGREEMENT**

- related accounting files, and the processing of payroll, ensuring that payroll-related reports are completed and filed with the required agency
9. Reviews and/or prepares the financial and assessment information reports as required by the State and Federal government
  10. Supervises the preparation of all budgets, reviews all such departmental budget requests and makes appropriate changes before presentation to the Board and the Budget Committee
  11. Coordinates, with the Budget Committee and Town Counsel, the preparation of the warrant for all special and annual Town Meetings
  12. Supervises the preparation of the Annual Town Report
  13. Coordinates the annual Town Audit
  14. Supervises purchasing activities, preparation of bid or RFP documents, and negotiates and administers contracts as requested by the Board of Selectmen
  15. Manages human resource duties, including proper employee file maintenance, facilitation of workers compensation claims, and schedules the required employee Drug & Alcohol testing
  16. Ensures the adequacy of insurance coverage including fire, casualty and liability, on all Town property, officials, and employees
  17. Supervises the administration of the Town's assessing files and property tax maps and coordinates assessing functions as needed by/with the Town's Assessors
  18. Keeps abreast of any federal or state programs that make funds available to municipalities and makes recommendations to the Board. Also prepares or oversees the preparation of grant applications and coordinates grant proposals to ensure that each proposal is consistent with Town policies
  19. Assists with the preparation of the agenda for all Board meetings, and assumes responsibility for accurate records and minutes of all such meetings
  20. Attends all Board meetings, providing background information and recommendations on all pertinent matters
  21. Acts as Liaison Officer between the Board of Selectmen and other boards, committees, commissions, and town officials. Also represents the Board before other boards, committees, and commissions when they deem appropriate
  22. Is generally responsible for the Town's compliance with the Right to Know law, including helping to guide employees and board members in proper compliance
  23. Supervises and assists in all aspects of the Collective Bargaining process from the development of positions for the Town to the execution of Collective Bargaining Agreements
  24. Acts as Compensation Agent, Affirmative Action Officer, and Handicapped Access Coordinator for the Town
  25. Keeps the Board of Selectmen informed on all matters affecting the Town as a result of any legislative action by State or Federal Government
  26. Performs other related duties as required, or as requested, by the Board

## **TOWN OF PITTSFIELD AND CARA M. HAYES EMPLOYMENT AGREEMENT**

### **D. KNOWLEDGE, SKILLS AND ABILITIES REQUIRED**

Ability to plan, organize, assign, supervise, inspect and coordinate the work of professional and technical personnel. Knowledge of modern personnel, finance, contract and labor negotiations, and purchasing practices and procedures. Knowledge of state statutes dealing with town administration. Ability to analyze problems and prepare reports with recommendations. Ability to delegate responsibility, to speak, write, and communicate clearly and effectively. Ability to establish and maintain effective working relationships with town officials, employees, and the public. Knowledge of municipal accounting, budgeting, and financial reporting and bookkeeping practices. Skill in personnel administrative functions including hiring, promoting, training and discipline. Strong familiarity with town office administrative procedures. Computing and small network proficiency.

### **E. MINIMUM QUALIFICATIONS REQUIRED**

Bachelor's degree in Public Administration or related field with at least five (5) years progressively responsible experience in municipal management. Graduate studies may be substituted for up to two years of executive experience; or any equivalent combination of education and experience which demonstrates possession of the required, knowledge, skills and abilities.

- Must hold a valid NH Driver's license
- Must have the ability to perform all functions of the position both physically and mentally
- Pass a physical examination, background check, and drug test