

**EMPLOYMENT AGREEMENT BETWEEN
TOWN OF CHELMSFORD
AND
TOWN MANAGER PAUL COHEN**

THIS AGREEMENT, made and entered into this 23rd day of October, 2023, by and between the Town of Chelmsford ("Town"), Commonwealth of Massachusetts, a municipal corporation, acting by and through its Select Board ("Board"), and Paul E. Cohen ("Town Manager") as follows:

WITNESSETH:

WHEREAS, pursuant to Massachusetts General Laws, Chapter 41, Section 108N, the Town of Chelmsford ("Town"), acting through its Select Board ("Board"), and Paul E. Cohen ("Town Manager") wish to enter into an agreement regarding the salary, compensation, severance pay, and other benefits of his employment with the Town; and,

WHEREAS, the parties are entering into this Agreement to set forth and confirm their respective rights and obligations with respect to the Town Manager's employment by the Town; and,

WHEREAS, the Town Manager is the Chief Administrative Officer of the Town and shall have the administrative powers and duties as provided by the Chelmsford Charter, Section 4-3 and such other duties as set forth in this Agreement; and,

WHEREAS, the parties mutually desire to retain the services of the Town Manager; and,

WHEREAS, Paul E. Cohen has accepted the Office of the Town Manager of said Town;

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

Section I. Term of Agreement.

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to remove the Town Manager in accordance with the Chelmsford Charter.
- B. The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2027, unless terminated earlier as provided herein. The Board may seek to extend this Agreement for a subsequent term. If the Board determines that it does not wish to extend this Agreement past its June 30, 2027 expiration, the Board shall provide the Town Manager with six (6) months' written notice of such intent. In the event the Town does not

extend this contract, and the Town Manager elects to resign his employment effective July 1, 2027 in lieu of working without a contract, the Town shall pay to the Town Manager a severance payment equal to the lesser of nine (9) months' aggregate salary or salary accrued until such time that the Town Manager begins employment with a new employer. Commencement of said severance payments to the Town Manager shall begin on July 1, 2027 and will be payable in installments at the same time as other employees are paid.

Section II. Termination and Severance Pay.

- A. In the event the Town Manager's employment is terminated by the Town prior to the expiration of the term of this Agreement, the Town shall pay to the Town Manager a total severance payment that is equal to either his monthly salary under this Agreement for a nine (9) month period, or the amount of salary the Town Manager would have received under this Agreement until such time that the Town Manager begins employment with a new employer, whichever is lesser. Commencement of said severance payments to the Town Manager shall begin on the effective date of termination. The Town Manager shall not be eligible for a severance payment under this Section, however, if he is terminated for gross or willful misconduct.

- B. In the event the Town Manager voluntarily terminates his employment with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town sixty (60) days' written notice in advance, unless the parties agree otherwise. A copy of the Town Manager's resignation letter shall be filed with the Town Clerk. In the event of a voluntary resignation, the benefits set forth in Section II(A) above shall not apply.

Section III. Compensation.

- A. **Salary**
Subject to appropriation by Town Meeting, the salary of the Town Manager for the period of this Agreement shall be as set forth below.

For the period of July 1, 2023 to June 30, 2024 the Town Manager's salary shall be \$221,219.00, inclusive of a market adjustment and cost of living increase. On July 1, 2024, the Town Manager's salary shall be increased by 4.0%. On July 1, 2025, the Town Manager's salary shall be increased by 4.0%. On July 1, 2026, the Town Manager's salary shall be increased by 4.0%. The Town Manager's salary shall be payable in installments at the same time as other employees of the Town are paid and shall not be reduced during the term of the Agreement without the consent of the parties.

- B. **Deferred Compensation**
Effective July 1, 2023, the Town shall contribute to the Town Manager's Section 457 deferred compensation plan in the amount of \$12,000.00 in July of each fiscal year, except that the payment for FY24 shall be made within thirty (30) days of the execution of this Agreement.
- C. **Longevity**
The Town Manager shall be entitled to an annual longevity payment in accordance with the Town's Personnel Rules and Regulations.

Section IV. Duties, Annual Goals and Performance Review.

- A. The Town Manager shall be the Chief Administrative Officer of the Town and shall have the administrative powers and duties as provided by the Chelmsford Charter, Sections 4-1 through 4-3, the Select Board's Policies and Procedures, and such other duties as are set forth in this Agreement.
- B. In effecting the provisions of this Section, the Board and the Town Manager mutually agree to abide by the provisions of the applicable law and the Charter.
- C. The Town Manager acknowledges that his performance shall be judged by the accomplishment of specific goals and objectives.

Annually, as part of the performance review process, the Board and Town Manager shall jointly define such goals and performance objectives which are determined necessary for the proper operation of the Town and in attainment of the Town's policy objectives for the coming fiscal year. Further, the Board shall establish a relative priority among those various goals and objectives with such goals and objectives to be reduced to writing. Said goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and the appropriations provided.

Section V. Hours of Work.

The Town Manager shall be a salaried Officer of the Town. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town and, to that end, the Town Manager will be allowed to take reasonable time off as he shall deem appropriate during the normal office hours.

It is understood that the Town Manager shall participate in all Select Board meetings, Town Meetings, and other meetings where his attendance would be beneficial to the orderly conduct of the Town's business and operations.

Section VI. Leaves.

- A. **Paid Time Off.** The Town Manager shall earn up to a maximum accrual of 45 days or 337.5 hours. Paid time off shall be scheduled by the Town Manager so as not to conflict with the needs of the Town. The use and accrual of said paid time off is subject to the same terms and conditions as apply to Town civilian employees whose positions are subject to the Town Personnel Rules and Regulations; provided that such use and accrual shall be subject to the approval of a majority of the Board of Selectmen.
- B. **Holiday Leave.** The Town Manager shall be entitled to holiday leave on all legal holidays on which other Town civilian employees are not required to work.
- C. **Other Leave.** The Town Manager shall be entitled to bereavement leave, jury leave, and other leaves on the same terms and conditions as Town civilian employees whose positions are subject to the Town Personnel Rules and Regulations.
- D. **Conference Leave.** Should the Town Manager attend the International Management Association's (ICMA) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from his paid time off.

Section VII. Residency.

Pursuant to Section 4-1 of the Chelmsford Charter, the Board waives the Town Manager's residency requirement.

Section VIII. Professional Development.

- A. The Town agrees to pay for the registration, travel and subsistence expense of the Town Manager for short courses, and seminars that are necessary for his professional development and for the good of the Town, subject to the prior approval of the Board and subject to the availability of funds.
- B. The Town shall reimburse the Town Manager for reasonable expenses for his attendance at meetings of appropriate professional organizations including, but not limited to, attendance at meetings of the Massachusetts Municipal Association and the Massachusetts Municipal Managers Association and the International City Management Association.

Section IX. Dues and Subscriptions.

The Town agrees to budget and pay for the professional dues and subscriptions of the Town Manager necessary for his membership in the following professional organizations:

- Massachusetts Municipal Managers Association
- International City Management Association.

Section X. General Expenses.

The Town Manager shall be reimbursed for reasonable expenses incurred in the performance of his duties, or as an official representative of the Town.

The Town Manager shall receive a monthly vehicle stipend of \$600.00 for work related expenses associated with his use of his personal vehicle.

The Town shall provide the Town Manager with a Town issued cell phone for his use in the performance of his duties.

Section XI. Indemnification.

To the extent permitted by law, 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 his duties as Town Manager provided that the Town Manager acted in good faith.

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.

The Town shall reimburse the Town Manager for any attorneys' fees and costs incurred by the Town Manager in connection with claims or suits involving the Town Manager in his professional capacity.

This indemnification shall also apply to the Town Manager after he leaves the employment of the Town.

The provisions of this Section shall not apply to disputes between the Town Manager and the Town regarding the Town Manager's employment or concerning any of the terms and provisions of this Agreement.

In the event the Town Manager has left the service of the Town, but has been called upon by the Town to provide testimony, document review or advice as an expert witness or party in litigation, the Town shall compensate the Town Manager on a per diem basis by the payment of \$825.00 per day for such services. The Town shall also pay the ordinary

and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.

This Section shall survive the termination of this Agreement.

Section XII. Bonding.

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager under law.

Section XIII. Other Benefit Terms.

The Town Manager shall be eligible to participate in the Town's disability, life, and health insurance programs in the same amounts and to the same extent as Town civilian employees whose positions are subject to the Town Personnel Rules and Regulations.

Section XIV. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. If the Town Manager dies during the term of this Agreement, the Town shall pay to his estate all compensation which would otherwise be payable to him up to and including the date of his death. Except as otherwise specified herein, this Agreement shall terminate as of the date of his death.
- C. During the term of this Agreement, the Manager agrees not to accept other employment nor become employed by any other employer except with the consent of a majority of the Board.
- D. 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.
- E. For purposes of the Fair Labor Standards Act, the Town Manager shall be deemed an exempt employee.
- F. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.

Section XV. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Services, postage prepaid, addressed as follows:

- 1. TOWN: Select Board
Town of Chelmsford
50 Billerica Road
Chelmsford, MA 01824
- 2. TOWN MANAGER: Paul E. Cohen
50 Billerica Road
Chelmsford, MA 01824
- 3. TOWN COUNSEL: KP Law, PC.
101 Arch Street
Boston, MA 02110
(or successor town counsel)

Unless either party hereinafter informs the other party in writing of a change of address.

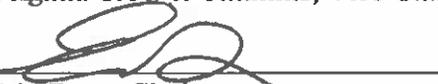
Alternately, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

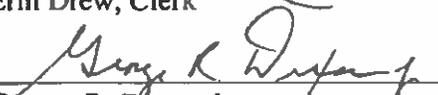
IN WITNESS WHEREOF, the Town of Chelmsford, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Select Board and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

**TOWN OF CHELMSFORD,
Acting by and through its Select Board,**


Patricia Wojtas, Chair


Virginia Crocker Timmins, Vice-Chair


Erin Drew, Clerk


George R. Dixon, Jr.

Date: 11/23/23

TOWN MANAGER,


Paul Cohen

Date: 10-23-23

Attested:

Town Clerk: Patricia E. Quinn

Date: 10/24/2023

Approved as to legal form:

Labor Counsel: Joseph J. Fox

Date: 10/24/23

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