

**Agenda
Town of Skowhegan
Special Selectmen's Meeting
4:30 P.M.
Tuesday, March 28, 2023
Municipal Building – Council Room**

Board of Selectmen:

Todd Smith, Chairman
Charles Robbins, Vice Chairman
Harold Bigelow
Steven Govoni
Paul York

Town Manager:

Christine Almand

Executive Secretary:

Cara L. Mason

Call Selectmen's Meeting to order.

Executive Session:

1. Executive Session in accordance with M.R.S.A. Title 1 § 405 (6)(A) to discuss the Town Manager's contract.

Adjourn Selectmen's Meeting.

**CONTRACTUAL AGREEMENT BETWEEN
TOWN OF SKOWHEGAN AND
CHRISTINE L. ALMAND
THIS AGREEMENT IS FOR A TERM
FROM January 1, 2022 THROUGH December 31, 2023**

This Contract is entered into by and between the Town of Skowhegan ("Town") and Christine L. Almand ("Ms. Almand").

WHEREAS, the Town wishes to engage Ms. Almand as its Town Manager for a definite term from January 1, 2022 through December 31, 2023; and

WHEREAS, the Board of Selectmen wish to appoint Ms. Almand as its Town Manager to serve at the pleasure of the Board of Selectmen; and

WHEREAS, Ms. Almand wishes to serve as the Town Manager under the terms and conditions of the Contract.

NOW, THEREFORE, the parties agree as follows:

1. Term. The Town hereby appoints and employs Christine Almand as its Town Manager for a term beginning January 1, 2022 and expiring December 31, 2023. The parties understand and acknowledge that there is no expectation of reappointment or continuing employment of Ms. Almand after the Contract expires on December 31, 2023, and that this Contract expires on that date. It is further understood and acknowledged that if this Contract expires and Ms. Almand has not been reappointed and employed as Town Manager that Ms. Almand's employment by the Town shall automatically terminate.

2. Renewal. This Contract shall not be deemed to accord to Ms. Almand any right to a renewal hereof or to any reappointment as Town Manager after the expiration date set forth above.

3. Compensation and Benefits.

A. Compensation. Ms. Almand shall be paid a salary of \$1,634.62 per week effective January 1, 2022 and \$1,683.65 effective January 1, 2023.

B. Benefits. Ms. Almand shall receive the same benefits generally provided to the other full-time exempt Department Heads of the Town and on the same basis, including health insurance, and holidays, as such benefits may exist from time to time, unless otherwise provided in this Contract.

C. Vacation.

a. Ms. Almand shall be eligible to accrue 20 days of vacation on a pro rata basis, over the course of the year.

b. Vacation time will be scheduled at such time or times as shall be mutually agreeable by Ms. Almand and the Board of Selectmen.

c. Ms. Almand must take the vacation time during the term of this Contract. Vacation time not taken will be lost.

d. Upon separation of employment, accrued but unused vacation time shall be paid to Ms. Almand, subject to the terms of Section 5.

4. Duties and Offices.

A. Statutory Duties. Ms. Almand shall exercise all of the duties of a Town Manager set forth in 30 M.R.S.A. § 2636. Ms. Almand will also perform her duties consistent with the job description for the Town Manager, as it may exist from time to time, and will assist the Board of Selectmen in the development of both short-term and long-term objectives in support of the efficient and on-going operation of Town government. Ms. Almand shall devote her full working time to the faithful and diligent performance of duties as Town Manager.

B. Offices. During those periods of time during which Ms. Almand serves as Town Manager she shall hold the following offices in the Town of Skowhegan:

- | | |
|--------------------|----------------------------|
| Tax Collector | Public Safety Commissioner |
| EMA Director | Purchasing Agent |
| General Assistance | Agent to Overseers of Poor |
| Tree Warden | |

Final authority and accountability for these offices resides with Ms. Almand, however, day-to-day functional responsibility may be delegated to other municipal employees.

C. Hours of Work. The parties acknowledge that the position of Ms. Almand is a salaried position that requires Ms. Almand to work hours outside the normal office hours of the Town Hall in the performance of her duties. Ms. Almand agrees that she will not be eligible for compensatory time for these overtime hours. However, with prior approval of the Board of Selectmen, Ms. Almand may take occasional time off during normal office hours, as long as the office is sufficiently staffed during any such period.

D. Outside Activities. During the term of this Contract, Ms. Almand shall not engage in any paid employment other than with the Town, without the express written approval of the Board of Selectmen.

5. Termination and Severance Pay.

A. Definite Term Contract. On or before December 15, 2023, the Board of Selectmen shall notify the Town Manager whether another contract for at least one year will be offered and if offered, the proposed terms of such contract. If no contract is offered, this Contract shall automatically terminate by operation of its terms on December 31, 2023.

B. Termination Without Cause. The Board of Selectmen may terminate this Contract at any time for any reason. By entering into this Contract Ms. Almand waives any rights she may have under 30-A M.R.S.A. § 2633.

In the event Ms. Almand is terminated by the Board of Selectmen without cause before expiration of the term of this Contract and provided Ms. Almand is willing and able to perform her duties under this Contract, the Town agrees to pay Ms. Almand a severance payment of three (3) months (gross) salary and three (3) months health insurance in effect at the time of termination, which the Town may elect to pay in a lump sum.

C. Termination for Cause. In the event that Ms. Almand is terminated for cause, then and in that event, the Town shall have no obligation to pay the severance payment designated in Section 5B. For the purposes of this Contract, "cause" for termination shall include, but not be limited to, the following:

1. Death of Ms. Almand;
2. Arrest, service with a criminal complaint, or conviction of a Class A, B, C, D or E crime in Maine or a comparable crime in any other state;
3. Engaging in any act of dishonesty;
4. Engaging in any act which brings discredit to the Town;
5. Ms. Almand is unbondable at a reasonable cost; or
6. Gross negligence of willful misconduct in the performance of the duties of and services required of Ms. Almand pursuant to this Contract.

D. Voluntary Resignation. In the event Ms. Almand voluntarily resigns from employment by the Town, Ms. Almand shall give the Town at least thirty (30) days notice in advance, said notice to be given in writing to the Chair of the Board of Selectmen. In the event Ms. Almand fails to give the required thirty (30) day notice, she shall forfeit one day of vacation pay due her for each day less than thirty (30) days notice the Chair of the Board of Selectmen was given.

E. Disability. If Ms. Almand is unable to perform her full duties because of sickness, accident, injury, mental incapacity or health for a period of 12 weeks in any twelve-month period at any time during which she is employed, beyond any accrued sick leave, the Board of Selectmen shall have the option to terminate Ms. Almand's employment. Then and in that event, the Town shall have no obligation to pay the severance pay designated in Section 5B, however, Ms. Almand shall be compensated for any accrued but unused vacation.

6. Performance Evaluations.

A. The Board of Selectmen will evaluate the performance of Ms. Almand on or before December 1st of each year.

B. A copy of the performance evaluation will be provided to Ms. Almand and a copy shall be made a part of Ms. Almand's personnel file.

7. Relationship with the Town.

A. The Town shall respect the separate roles of Ms. Almand, and the Town shall ensure compliance with 30-A M.R.S.A. § 2635.

B. Except for the purpose of inquiry and information, the Town shall deal with the administrative officers and employees of the Town only through Ms. Almand, as provided in 30-A M.R.S.A. § 2635.

C. The Chairman of the Board of Selectmen shall act as the liaison and principal contact person between the Town and Ms. Almand, unless otherwise determined.

8. Residency. Ms. Almand shall reside in the Town of Skowhegan unless otherwise agreed to by the Town.

9. Bonding. The Town shall bear the full cost of any fidelity or other bonds required of Ms. Almand under any law or ordinance. Ms. Almand represents to the Town that she is capable of being bonded and will continue to be bondable with a company licensed to do business in the State of Maine.

10. Notices. Notices pursuant to this Contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the Town:

Board of Selectmen, Chair
Town of Skowhegan
225 Water Street
Skowhegan, Maine 04976

To Ms. Almand:

Christine L. Almand, Town Manager
Town of Skowhegan
225 Water Street
Skowhegan, Maine 04976

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is prescribed for personal service of process under the Maine Rules of Civil Procedure. Notice shall be deemed given as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

11. Arbitration. The parties agree that any and all disputes arising out of Ms. Almand's employment or cessation of employment, including but not limited to any dispute, controversy, or claim arising under any federal, state or local statute, law, ordinance or regulation, or arising out of or relating to this Contract or the breach thereof, shall be resolved exclusively by arbitration in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association. An Arbitration Notice must be served on the other party within six (6) months from the date on which the claim arose, and failure to bring such a claim within such six (6) month period shall constitute a waiver of such claim and an absolute bar to any further proceedings in any forum with respect to it. If the parties cannot mutually agree on the appointment of an arbitrator, the parties shall select an arbitrator in accordance with the rules of the American Arbitration Association. The arbitrator shall not add, delete, modify, or amend any of the terms of this Contract, and the award of an arbitrator shall be final and binding upon the parties. Each party shall be responsible for the payment of its own attorneys' fees and expenses. All arbitration proceedings shall be conducted in Skowhegan, Maine unless the parties otherwise agree in writing.

12. General Provisions.

A. Separability. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

B. Assignment. Ms. Almand acknowledges that the services to be rendered to her are unique and personal. Accordingly, Ms. Almand may not assign any of her rights or delegate any of her duties or obligations in the Contract without the express written consent of the Selectmen.

C. Integration. This Contract supersedes and revokes all prior contracts or agreements between the parties, whether implied, oral, or in writing, and constitutes the entire agreement between the parties.

D. Governing Law. This Contract has been executed and delivered and shall be construed and enforced in accordance with the laws of the State of Maine.

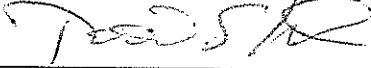
E. Amendments. This Contract may only be amended in writing signed by both parties.

F. Construction of Contract. Ms. Almand further agrees, represents and warrants that she was advised to consult with an attorney before signing this Contract and that she fully understands and fully agrees to each and every provision in this Contract, and the

normal rule of construction to the effect that any ambiguities in this Contract are to be resolved against the drafting party shall not be employed in this interpretation of this Contract.

IN WITNESS WHEREOF the parties hereto have set their hand as of the 14th day of December, 2021.

Town of Skowhegan/Employer



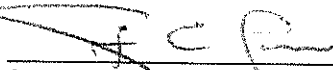
Todd Smith, Chairman, Board of Selectmen



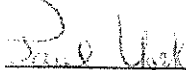
Charles Robbins, Vice Chairman, Board of Selectmen



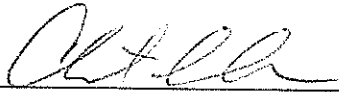
Harold Bigelow, Board of Selectmen



Steven Govoni, Board of Selectmen



Paul York, Board of Selectmen



Christine L. Almand
Town Manager/Employee