

**TOWN OF FREEPORT
EMPLOYMENT AGREEMENT**

This Agreement (“Agreement”) is made and entered into this 24th day of October 2023 by and between the Town of Freeport, a municipal corporation duly organized and existing under the laws of the State of Maine (hereinafter "Town"), by and through its Town Council (hereinafter "Council"), and Sophia L. Wilson hereinafter ("Manager").

RECITALS:

WHEREAS, the Council desires to enter into an employment agreement with Sophia L. Wilson as Town Manager for the Town of Freeport;

WHEREAS, Sophia L. Wilson desires to be the Town Manager of the Town of Freeport; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions of Employment, as negotiated and agreed to by the parties.

NOW, THEREFORE, in recognition of the foregoing Recitals and in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Duties

The Town hereby agrees to employ Sophia L. Wilson as Manager of the Town of Freeport to perform the functions and duties set forth in applicable state statutes, including but not limited to 30-A MRSA ss 2636, and the Town Charter and Code of Ordinances, as the same now exist or may be amended, and such other legally permissible and proper duties and functions as the law may impose or the Council may assign. The Manager agrees to well and faithfully serve the Town in said capacity and to devote her time, attention and energies to the performance of her duties hereunder to the best of her ability.

Section 2. Term

The term of this Agreement shall be for three (3) years commencing on December 4, 2023 and shall continue until December 3, 2026 (the “Expiration Date”), unless terminated pursuant to the terms of this Agreement or unless a specific term is provided for by a subsequent amendment to this Agreement. The Agreement shall automatically be renewed on its anniversary date for a three (3) year term unless the Town gives Manager written notice of at least sixty (60) calendar days before the Expiration Date that the Agreement will not be renewed. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless the Manager voluntarily resigns.

Section 3. Termination and Severance Pay

A. If the Council terminates this Agreement without cause and with 30 days' notice, the Town shall provide a minimum severance package of six (6) months' salary, paid at the Manager's then current rate of pay, in a lump sum payment. In addition, the Town shall continue to pay the health insurance premium for the coverage provided to Manager in this Agreement for a period of six (6) months from the date of termination of this Agreement. Any other accrued benefits will be paid out, up to and including the 30-day notice.

B. The Manager may be removed from office or suspended for cause pursuant to the provisions of 30-A M.R.S. § 2633 and Article 3.02 of the Town Charter, or by such authority as may be in effect at the time of suspension or removal. If the Manager is removed for cause due to a violation of law, her shall not be entitled to any of the severance pay or benefits described in Section 3(A) or as may be provided under the Town Personnel Policy, except for accumulated vacation time.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Manager to resign at any time from her position with the Town. Provided however, that in the event of resignation without a prior 30 day written notice to the Council, the Manager shall forfeit accumulated vacation. The foregoing provision may be waived by the Council, in its sole discretion, for good cause shown.'

D. If the Council opts not to renew this Agreement and provides sixty (60) days notice pursuant to the Section 2 of this agreement, the Town shall provide a minimum severance package of three (3) months' salary, paid at the Manager's then current rate of pay, in a lump sum payment. In addition, the Town shall continue to pay the health insurance premium for the coverage provided to Manager in this Agreement for a period of three (3) months from the date of termination of this Agreement. Any other accrued benefits will be paid out, up to and including the 60-day notice.

Section 4. Performance Evaluation

The Council shall provide the Manager with periodic opportunities to discuss Council-Manager relations and the performance of the Manager. As a minimum, the Council shall conduct a goal setting and evaluation session with the Manager once every six (6) months and shall also conduct an annual employment evaluation at or upon the Manager's anniversary date. The Council may elect to have other periodic evaluations if it so chooses.

Section 5. Salary and Fringe Benefits

A. Manager's Salary. The parties acknowledge and agree that the Manager position is a salaried exempt position. The Town Manager's salary shall be one-hundred fifty thousand dollars (\$150,000) beginning on December 4, 2023. On July 1 of each year of the contract, the Manager will be entitled to the same Cost of Living Adjustment (COLA) as provided to other, non-union Town personnel.

The parties agree that if no successor agreement is in place on or before the expiration of this Agreement, the Manager's salary shall thereafter be reviewed by the Council annually on the anniversary date of this Agreement, and any subsequent Manager salary thereafter shall be payable at the same time and in the same manner as other employees of the Town.

B. Retirement Benefit. Manager will be enrolled in the MainePERS Participating Local District Special Plan 2C. The Town shall be responsible for contributing the required Employer contribution amount to MainePERS based on the Employer Consolidated Plan Rate for Plan 2C published by MainePERS as may be updated from time to time; the Manager shall be responsible for contributing the required Employee contribution amount to MainePERS based on the Employee Rate for Plan 2C as published by MainePERS as may be updated from time to time. The employee contribution shall be deducted from the Manager's paycheck.

C. The Town shall pay 75% of the cost of the health insurance plan offered by the Town to its employees, currently the Maine Municipal Employees Health Trust Comprehensive Point of Service (POS-C) plan. The cost shall include coverage for the employee's spouse and any dependents. If the Manager selects the Single health insurance plan, the Town shall pay 90% of the cost. The Town may adjust its share of the cost of insurance plans in the future based on the amount paid for other town employees. Life insurance up to 1 times annual salary shall be included as part of the plan at no cost to the Manager.

D. The Town shall pay for the cost of a Dental insurance plan for the Manager only. Any additional dependents covered under the plan shall be paid by the Manager.

E. The Manager shall receive three (3) weeks of vacation on December 4, 2023. Thereafter, vacation time will accrue at a rate of three (3) weeks per year commencing upon the Manager's anniversary date. Vacations shall be taken each year and accumulation of vacation time into a succeeding year shall not exceed one week.

F. Sick leave and earned paid leave will be in accordance with the Town's Personnel codes.

G. Unless otherwise specified in this agreement, Manager shall also receive any other benefits as the Town provides to its other non-union employees as set forth in the Town's Personnel Policy.

H. The parties acknowledge that the Town Manager position is a salaried position, which requires that the Town Manager work more than forty hours per week and often hours outside of normal office hours in the performance of her duties. The Town Manager agrees that she will not be eligible for compensatory time or overtime for these hours. However, the Council agrees that the Town Manager may take occasional time off during normal office hours without utilizing paid time off when reasonably necessary due to the demands outside normal office hours. The Town Manager shall coordinate any of her absences from the Town Office so as to ensure adequate management support for departmental operations.

Section 6. Automobile Allowance and Expenses

A. The Manager shall be reimbursed for mileage expenses incurred in the conduct of business for the Town at the then current mileage reimbursement rate established by the Internal Revenue Services (IRS). Mileage does not include commute to work.

B. The Town shall pay the professional dues of the Manager in the Maine Town and City Management Association, the International City Management Association (ICMA), Society of Human Resources Manager (SHRM), and National Public Employees Labor Relations Association (NPLRA), and memberships and expenses for up to one annual National conference or training, as the budget allows.

C. The Manager shall receive the same monthly cell phone stipend as provided to other employees which may be amended from time to time. At the time of the signing of this Agreement, the stipend is fifty dollars (\$50) per month.

Section 7. Residency and Moving Expenses

A. For the initial term of this Agreement, the Council expects the Manager to live at least within thirty (30) to forty (40) minutes driving distance of Town Hall. The Council expects the Manager to make reasonable effort to find residency within the Town of Freeport and take up residency within the Town within the term of this Agreement.

B. The Town agrees to reimburse the Manager for expenses incurred for relocation from her current location up two-thousand dollars (\$2000) total (not per move should the Manager move more than once). The Manager shall provide receipts for reimbursement related to relocation expenses.

Section 8. Defense and Indemnification

The Town shall have the obligation to defend and indemnify Manager as set forth in 14 M.R.S. § 8112, as that section may be amended from time to time. This obligation to defend and indemnify is made with the understanding that the Town will defend Manager with its own legal counsel and shall pay attorneys' fees for separate counsel only in the event that Manager is required to retain separate counsel. If separate counsel is required, Manager agrees that such separate counsel's hourly fee rate shall not exceed that hourly fee rate paid to the Town's legal counsel retained and/or assigned for such representation. Manager shall, as a condition precedent to receipt of this indemnification, cooperate with the Town and its legal counsel in the defense of any related action, claim, or proceeding, whether Manager is employed by the Town or not.

Section 9. General Provisions

A. The text herein, as well as any laws or ordinances referenced herein, shall constitute the entire agreement between the parties.

- B. This Agreement may only be amended or modified in writing.
- C. The parties acknowledge and agree that this Agreement was freely negotiated and entered into, and that in the event of a conflict between the provisions hereof and the provisions of any law or ordinance, the provisions of this Agreement shall prevail.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or portion thereof, shall not be affected thereby, and shall remain in full force and effect.
- E. Except as expressly stated or otherwise provided for in this Agreement, the Manager shall be governed by the same customs, practices and policies governing other employees of the Town.
- F. Governing Law. This Agreement shall be construed and enforced in accordance with the laws and courts of the State of Maine. Venue shall be in the Maine Superior Court of Cumberland County.
- G. Mediation. The parties agree that if there is any dispute regarding the terms, conditions or interpretation of this Agreement, they will first meet informally to attempt to resolve the dispute. If such meeting does not resolve the dispute, the parties then agree to submit the dispute to mediation by a mutually-agreeable neutral third party prior to instituting any legal action. This mediation obligation does not apply to disciplinary and/or termination proceedings.

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, the Town of Freeport has caused this Agreement to be duly signed and executed on its behalf by the Chair and Sophia L. Wilson has signed and executed this Agreement, in duplicate counterparts, as of the day and year first above written.

TOWN OF FREEPORT

Date: _____

By: _____
Daniel Piltch
Its Council Chair

Date: _____

By: _____
Sophia L. Wilson