

MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF ORANGE

AND

NANCY J. LYMAN

This Memorandum Of Understanding is entered into, between the Town of Orange, by and through, the Board of Selectmen (through the Town Administrator), in their official capacity, hereinafter referred to as the Selectmen, and Nancy J. Lyman, hereinafter referred to as the Administrative Coordinator.

WHEREAS, the Selectmen, have appointed Nancy J. Lyman the Administrative Coordinator; and

WHEREAS, Nancy J. Lyman has the qualifications to perform the services of the Administrative Coordinator;

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

Article I. Scope of Services

The Administrative Coordinator shall perform all of the duties and functions as specified in the job description attached hereto as Exhibit A and in accordance with Massachusetts General Law, the Bylaws, rules and regulations of the Town of Orange and such other duties and functions as the Board shall from time to time may reasonably assign to her. For the purposes of the FLSA, the Administrative Coordinator shall be deemed an exempt employee.

Article II. Term

A. The term of this Memorandum Of Understanding shall be for the period of three plus years, commencing on March 6, 2008 through and including June 30, 2011 except upon resignation, retirement, or removal from office.

B. This Memorandum Of Understanding shall continue in full force and effect from its expiration date until a new agreement has been mutually agreed upon.

C. This Memorandum Of Understanding may be extended for one or more additional periods of time not exceeding three (3) years, said time and terms to be agreed upon in writing by the Town of Orange and the Administrative Coordinator.

D. In the event the Administrative Coordinator intends to resign for a new job or retire voluntarily before the natural expiration of any term of employment, the Administrative Coordinator shall give the Selectmen forty five (45) days written notice.

Article III. Salary

The Administrative Coordinator shall receive weekly \$613.09 till June 30, 2008 effective July 1, 2007 for the fiscal year ending June 30, 2008 her weekly will be \$626.88 for a total of \$32,723.17. The salary of the Administrative Coordinator will be reviewed and re-negotiated annually, if money is available, the Board of Selectmen will approve it for submittal to Town Meeting.

Article IV. Benefits

Benefits for the Administrative Coordinator will generally conform to those offered to other non-union employees under the Personnel Bylaw for the Town of Orange, unless expressly noted below:

A. Vehicle: The Town shall pay a travel allowance in the course of her duties as Administrative Coordinator at a mileage allowance as voted by the Board of Selectmen, the standard town rate per mile, plus toll and parking expenses incurred in the course of her duties. The Town agrees to pay for the travel and subsistence expense of the Administrative Coordinator for short courses, programs and seminars within Massachusetts that are necessary for her 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. Dues and Subscriptions: The Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Administrative Coordinator that contains the specific professional dues and subscriptions desired by the Administrative Coordinator for her continuation and full participation in state and local associations necessary and desirable for her continued professional growth and advancement, and for the good of the Town. If reasonable, and if money is available, the Board of Selectmen will approve same for submittal to Town Meeting.

C. Professional Development: The Selectmen (through the Town Administrator) recognize the importance of the professional development of the Administrative Coordinator and agree that the Administrative Coordinator shall be given adequate opportunities to develop her skills and abilities as a Administrative Coordinator. Accordingly, the Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Administrative Coordinator that includes specific provisions for professional development. If reasonable, and if money is available, the Board of Selectmen will approve it for submittal to Town Meeting.

Article V. Insurance

A. Injured on Duty: The Administrative Coordinator shall be entitled to injured duty benefits as provided in Workers Compensation.

B. Health Benefits: The Administrative Coordinator shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible under the Town of Orange Personnel Bylaw.

Article VI. Hours

A. As a full-time salaried employee, the Administrative Coordinator agrees to devote that amount of time and energy, which is necessary to faithfully perform the duties of Administrative Coordinator under this agreement. The workweek shall consist of normal business hours and other hours during which the Administrative Coordinator will be required to attend meetings of the Board of Selectmen as required or necessitated for the proper performance of her duties and responsibilities

B. The Administrative Coordinator shall provide the Selectmen, through the Town Administrator, in writing, sick days, vacation days, personal days, bereavement days, and holidays taken in a format that is mutually agreed upon.

The Administrative Coordinator shall notify the appointing authority as soon as known, but at least one week in advance, of any protracted (1 week or longer) absences for vacation or other reasons.

Article VII. Indemnification

The Town agrees that the Town shall indemnify the Administrative Coordinator as provided in M.G.L. CH 258.

Article VIII. Discipline or Discharge

All disciplinary actions will conform to the requirements of the Personnel Bylaw.

Article IX. Modification

No change or modification of this Memorandum Of Understanding shall be valid unless it shall be in writing and signed by both parties.

Article X. Miscellaneous

None of the services to be provided by the Administrative Coordinator shall be used for any local partisan political activity or to further the election or defeat of any candidate for public office.

All published material, including without limitation thereto: reports, manuals, pamphlets, and articles prepared under this contract, shall become the property of the Town of Orange. The Administrative Coordinator shall be entitled to copies of any material she prepares.

All monetary provisions of this Memorandum Of Understanding are subject to appropriation by Town Meeting.

Law Governing

This Memorandum Of Understanding shall be construed and governed by the applicable laws of the Commonwealth of Massachusetts.

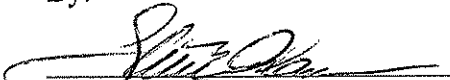
Article XI. Severability of Provisions

If any clause or provision of this Memorandum Of Understanding shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

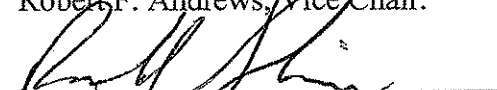
IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE BOARD OF SELECTMEN

By:

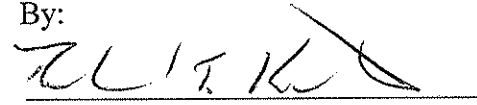

Steven E. Adam, Chair.


Robert F. Andrews, Vice Chair.


Richard P. Sheridan, Clerk

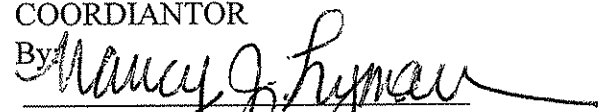
FOR THE TOWN ADMINISTRATOR

By:


Richard T. Kwiatkowski

FOR THE ADMINISTRATIVE
COORDIANATOR

By:


Nancy J. Lyman

Appointing Authority