

Town Manager Employment Agreement
Between The Town of Truro and Kelly Sullivan Clark
July 1, 2025 through June 30, 2028

THIS AGREEMENT is made and entered into by and between the Town of Truro, Massachusetts, a municipal corporation, acting by and through its Select Board (“Town”) and Kelly Sullivan Clark (“Ms. Clark” or “the Manager”).

WHEREAS, the Town wants to employ the services of Ms. Clark as the Truro Town Manager, as generally defined and provided in Chapter 5 of the Truro Charter, and Ms. Clark wants to be so employed;

WHEREAS, the parties want to provide certain benefits and establish certain conditions of employment of Ms. Clark as the Manager, as defined under Massachusetts General Laws, Chapter 41, Section 108N, and as allowed under Section 5-1-1 of the Truro Charter.

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

SECTION 1. DUTIES

The Manager will perform the functions and duties specified in Chapter 5 of the Truro Charter and as set forth in the Town Manager job description (Exhibit A) and other legally permissible and proper duties and functions as the Select Board of the Town may assign from time to time. In all matters relating to the Manager’s duties, the Manager shall have a fiduciary obligation to the Town of Truro.

SECTION 2. TERM

- A. The term of this Agreement is July 1, 2025 through June 30, 2028.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Manager at any time, subject only to the provisions set forth in Chapter 8, Sections 2 and 4 of the Truro Charter, Section 4 of this Agreement, and all applicable federal and state law designed to prevent discrimination in the workplace.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from the position with the Town, subject to the provisions set forth in Section 4 of this Agreement.
- D. Starting November 15, 2027 and ending December 15, 2027 inclusive, the Manager shall notify the Select Board in writing about whether she wants to enter into negotiations for a new Agreement. Within thirty (30) days after receipt of this

notification, the Select Board shall inform the Manager in writing about whether the Board will enter into negotiations for a new Agreement. If the Board does not communicate a response within that time period indicating that it wants to enter in negotiations for a new Agreement, it shall be deemed a decision by the Board not to enter into said negotiations. Nothing contained in this Agreement shall prevent the parties, by mutual agreement, from entering into negotiations for an extension or renewal of this Agreement at any time prior to November 15, 2027.

- E. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

SECTION 3. SUSPENSION

The Town may suspend the Manager with full pay and benefits at any time during the term of this Agreement, subject to the provisions set forth in Chapter 8, Sections 2 and 4 of the Truro Charter.

SECTION 4. TERMINATION AND SEVERANCE PAY

- A. In the event the Select Board votes to request the resignation of the Manager and the Manager agrees to resign, the Town will pay the Manager a lump sum cash payment equal to nine (9) months aggregate salary in full and final resolution of all claims the Manager may have against the Town. The foregoing payment shall be subject to negotiation of a mutually acceptable separation agreement, which shall include binding mutual releases of all claims and which may include a mutual non-disparagement provision. The Agreement will include that the Manager will be paid for all of the Manager's unused vacation leave based on the Manager's daily base salary and be eligible to be paid sick leave buy back for up to 150 days based on twenty-five percent (25%) of the Manager's daily base salary.
- B. The Manager can be terminated for just cause by an affirmative vote of at least 4 (four) members of the Select Board. The Board shall comply with the provisions of Chapter 8, Sections 2 and 4 of the Truro Charter in any termination process involving the Manager. If the Manager is terminated, the only additional payment to the Manager will be for the Manager's unused vacation leave based on the Manager's daily base salary. "Just cause" shall include serious misconduct in one instance or more than one instance because the conduct is inconsistent with the standard of conduct required by the Manager position and/or violates the law or Town policy. "Just cause" shall also include the Manager's failure to meet performance standards, including as documented through the performance review process described under Section 6 of this Agreement.
- C. The Manager may voluntarily resign from the position before the expiration of the aforesaid term of employment by giving the Town a minimum of ninety (90) days'

written advance notice, but the Manager will make every reasonable effort to provide the maximum notice possible. The Manager will be paid for all of the Manager's unused vacation leave based on the Manager's daily base salary. Provided that the Manager complies with the minimum notice requirement, the Manager will be eligible to be paid sick leave buyback for up to 150 days based on twenty-five percent (25%) of the Manager's daily base salary. The Manager's use of vacation time during the notice period will require the approval of the Select Board.

- D. Nothing in subsections A, B or C of Section 4 shall be interpreted as negating or interfering with the Manager's COBRA rights.
- E. In the event the Manager passes away while in office, the Manager's estate will receive payment for all of the Manager's unused vacation leave and sick leave buyback for up to 150 days based on twenty-five percent (25%), both payments based on Manager's daily base salary.

SECTION 5. SALARY/COMPENSATION

- A. From July 1, 2025 through June 30, 2028, the Town agrees to pay the Manager an annual salary of \$210,305.00 (Two hundred and ten thousand, three hundred and five dollars) in prorated installments in accordance with the Town's payroll schedule.
- B. The Manager's salary will be increased in fiscal year 2027 and fiscal year 2028 by the same percentage adjustment, if any, provided to non-union employees during those time periods.
- C. The Town may award the Manager any additional merit payment that the Board deems to be warranted and appropriate based on the Manager's performance evaluation and the Town's fiscal condition. If the Manager meets or exceeds the Board's expectations in the first year of the Agreement, as documented in the 2025/2026 performance appraisal, a base pay merit increase of no less than \$8,000.00 (eight thousand dollars) will be awarded effective July 1, 2026.
- D. The Town shall contribute an amount equivalent to 5% of the Manager's salary into a §457 deferred compensation plan.
- E. The Manager will continue to receive a longevity bonus in accordance with section 11.2.7 Longevity in the Town's Personnel ByLaw.

SECTION 6. ANNUAL PERFORMANCE EVALUATION

The goals, performance objectives, priorities, and performance appraisal/criteria for the Manager shall be reduced to writing for the first year of the Agreement no later than November 21, 2025. For the second and third years of the Agreement, they shall be reduced to writing no later than three (3) months after the start of that year of the Agreement. If the composition of the Select Board may change due to an election in any year of the Agreement,

the evaluation will be completed before the newly elected Board member(s) are sworn in. The mutually agreed upon performance appraisal/criteria shall be used for the duration of the Agreement with no changes to the performance appraisal/ criteria unless mutually agreed upon by both parties.

The goal-setting and performance appraisal/criteria are a collaborative process between the Select Board and the Manager. In the event the Select Board and the Manager cannot agree on specific goals, performance objectives and/or priorities the Town reserves the right to determine the ultimate goals, performance objectives and/or priorities.

The Town shall review and evaluate the performance of the Manager annually in accordance with the specific criteria developed as described herein, in consultation with the Manager and in accordance with the Select Board's Policy

SECTION 7. HOURS OF WORK

The Manager must devote to the business of the Town time beyond the forty (40) hours per week office hours. In recognition of this fact, the Manager will be allowed a flexible time schedule that permits, for example, the Manager to take reasonable amounts of time away from work at the Manager's discretion, but with advance notice to the Select Board, via the Select Board Chair or Vice Chair, without said time being charged against available benefit leave time. Advance notice of the time away will not be required unless it is going to exceed eight (8) hours.

SECTION 8. BENEFITS

The benefits provided to the Manager are as specified herein.

A. Leave: Sick. Vacation. Bereavement and Personal

1. The Manager's 89.62 days of sick leave accrued through August 5, 2025 in the Manager's prior positions with the Town will carry over into this Agreement. Effective the first full month after the Agreement is fully executed, the Manager will accrue additional sick leave at a rate of 1.25 days per month and credited on the last day of each month.
2. The Manager's 44.8 days of vacation leave accrued as of August 5, 2025 will carry over into this Agreement. Effective with the date of the full execution of this Agreement, the Manager will accrue additional vacation as provided in Article VI. Vacation Policy in the Town's Personnel ByLaw ("ByLaw"), subject to the ByLaw's thirty (30) vacation day accrual cap.
3. The Town Manager shall be allowed to receive buyback of up to ten (10) vacation days per year at the Manager's daily base salary rate in accordance with the ByLaw.
4. Except in an emergency, the Manager shall provide advance notice to the Select Board via the Select Board Chair or Vice Chair when the Manager intends to use more than

two (2) consecutive days of vacation time at any one (1) time.

5. The Manager will receive two (2) personal leave days each year distributed on July 1, but no more than two (2) personal days can be accrued at any time—i.e., if one (1) of the personal days from the prior year has not been used, only one (1) personal day will be granted for the next fiscal year.
6. The Manager shall be granted five (5) bereavement days upon the death of any member of his/her family, as defined in the Truro Personnel ByLaw.

B. Benefits and Medical Insurance. The Manager shall be allowed to participate in the Town's health insurance, dental, vision, flexible spending accounts, childcare voucher, and retirement programs on the same terms as other employees of the Town.

C. Life Insurance. The Town shall provide the Manager term life insurance in the amount of \$100,000.00 and shall pay the policy premiums in their entirety.

D. Holidays. The Manager shall be eligible for the same Holiday benefits provided to non-union personnel under Article 8 of the Town of Truro Personnel ByLaw, namely the following:

New Year's Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Juneteenth Day
Independence Day	Labor Day
Indigenous Peoples Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving
Day before Christmas	Christmas Day
Day before New Year's Day	

And any other Holidays as may from time to time be granted to other Managers by the Select Board.

Should any of the above-listed holidays fall on a Saturday, the preceding Friday will be observed; if the holiday falls on a Sunday, the following Monday will be observed. The foregoing will be superseded by any state-mandated alternate celebration dates.

E. Exceptions. The Town may grant the Manager extended paid sick leave for major illness, or injury in the line of duty, after the Manager exhausts all accrued sick leave, vacation, and personal time, with the proper medical documentation, at the sole discretion of the Select board. The Town acknowledges the Manager's right, in addition to all benefits granted herein, to the rights provided by law under the Family and Medical Act of 1993, and other federal and state statutes.

F. Expenses. The Manager shall be provided with an annual vehicle allowance of \$4,000.00 (four thousand dollars), with the usual tax deductions, paid in bi-weekly installments. This allowance shall provide for all necessary travel mileage and related costs. Any toll or parking expenses incurred by the Manager for business-related travel will be separately reimbursed. The Manager will be provided with a tablet computer and laptop for use for Town business. The Town will pay for a separate cell phone for the Manager to use for Town business only. Alternately, the Manager may choose to continue to receive a stipend for using her personal cell phone for use for Town business.

G. Professional Development. Subject to appropriation and prior approval of Select Board:

- The Town will pay for the registration, travel and subsistence expenses of the Town Manager for courses, institutes, and seminars and conferences that are necessary for enhancing the Manager's development, including but not limited to the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference; the Massachusetts Municipal Managers' Association Annual Spring Conference and to earn MCCPO certification;
- The Town will also pay to support the continued professional development of the Town Manager through professional coaching services, such as Executive or Leadership Coaching, provided that the coaching services are related to the Town Manager's professional role and responsibilities.

SECTION 9. INDEMNIFICATION

To the extent permitted by M.G.L. c. 258, section 13, the Town shall defend, hold harmless and indemnify the 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 the Manager's duties as Manager. The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon. The Town agrees to extend this indemnification if any such legal action is undertaken after the Manager ceases to be in the employ of the Town. The Town's indemnification obligations herein shall not extend to any violation of a person's state or federal civil rights if the Manager is adjudged to have acted in a grossly negligent, willful, or malicious manner, nor shall the indemnification obligations extend to any disciplinary actions or other proceedings by the Town against the Manager.

SECTION 10. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement unless it is modified under sub section B of this section.
- B. No change or modification of this Agreement shall be valid unless it is in writing, signed by both parties and incorporated into an amended Agreement.

- C. If any provision or any portion thereof, contained in this Agreement, is held to be 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.
- D. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.
- E. All cost items in this Agreement are subject to and contingent on appropriation.
- F. The parties agree and acknowledge that the position of Manager is exempt from the Fair Labor Standards Act.

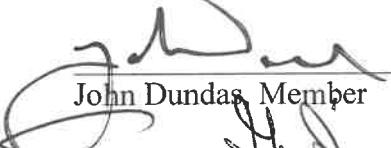
IN WITNESS WHEREOF, the Town of Truro has caused this Agreement to be signed and executed in its behalf by its Select Board, and duly attested by its Town Clerk, and the Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

TRURO SELECT BOARD:

Kelly Sullivan Clark

 Susan Areson

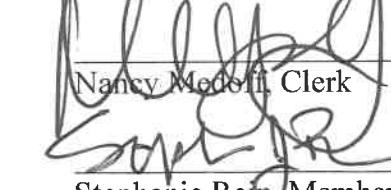
8/15/25
Date:

 John Dundas

Member 8/15/25
Date:

 Susan Girard-Irwin

Date: 8/15/25

 Nancy Medoff

Clerk 8/15/25
Date:

 Stephanie Rein

Member 8/15/25
Date:

 Kelly Sullivan Clark

Date: 8/14/25



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

EXHIBIT A

Town of Truro

Job Description

Title: Town Manager

Reports to: Truro Select Board

Position profile: In conformity with the requirements of the Truro Charter, in particular the provisions of Chapter 5, the Town Manager shall serve as the Chief Administrative Officer of the Town under the direction of and accountable to the Select Board.

The job requires exceptional communication skills, strong leadership and financial management abilities, and municipal management experience.

Appointment: The Select Board will, by an affirmative vote of at least four of its five members, appoint a Town Manager whose terms of employment will be set by negotiated employment contract.

Specific Duties: The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The Town Manager will oversee the annual operating budget and capital expenditures budget to ensure all funds are expended or committed in accordance with General Law, the Truro Town Charter, Bylaws, or Town Meeting vote.

The Town Manager will be the chief administrative officer of the Town and responsible for administering and coordinating all appointed Town employees, offices, and departments. The manager serves as the primary spokesperson for the Town.

The Town Manager, in conjunction with the Select Board, will administer and enforce the Personnel Bylaw and any other personnel rules or regulations adopted by the Town or by collective bargaining agreements.



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The Town Manager shall provide the Select Board with administrative support, including policy recommendations, meeting materials and operational guidance.

The Town Manager shall support the Select Board in preparation and execution of Town Meetings, including preparation of warrant articles, motion book, planning, logistics and infrastructure.

Principal Areas of Responsibility

A. Financial

With the approval of the Select Board, the Town Manager will establish and, transmit to all department heads and budget managers a schedule for delivery of the annual operating budget and capital improvement plan for the ensuing fiscal year.

The Town Manager will submit to the Select Board a draft budget of the probable expenditures of the Town government (including the draft school budget) for the ensuing fiscal year. The draft budget shall include revenue projections for the ensuing fiscal year; and a summary of the Town's debt position and projections.

Also included should be an explanation of any service changes, major expenditure changes, or changes from the current fiscal year's financial policies, and the reason for those changes.

The Town Manager will submit to the Select Board a five-year capital improvement plan and a list, together with supporting data, of all capital improvements proposed to be undertaken in the next five years; such list to include all capital improvements of the School Department and those resulting from any intermunicipal or regional agreements.

The Town Manager will keep a record of property owned by the Town in excess of a certain value to be determined by the Select Board and the Finance Committee and ensure that a full and complete record of the financial and administrative activities of the town is kept.

The Town Manager will be the Chief Procurement Officer responsible for purchasing for all Town offices or departments, except supplies and services purchased for the School Department.



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The Town Manager will keep the Select Board fully informed as to the availability of all sources of outside funding, both public and private, including, but not limited to, intergovernmental grants, so called "in-lieu-of-taxes" payments, gifts, bequests, contributions or otherwise.

B. Operations

The Select Board will act in its executive capacity as the chief goal-setting, policy-making and long-range planning body of the Town and as such shall regularly provide direction to the Town Manager, who shall administer the day-to-day affairs of the Town in accordance with such goals, policies, or plans.

The Town Manager will attend all meetings of the Select Board and may attend any regular meeting of any multimember body of the Town, and may speak, but not vote, at any such meeting. The Town Manager will attend all sessions of the Town Meeting.

The Town Manager shall represent Truro in its relations with federal, state, county, and local units of government as directed by the Select Board.

The Town Manager will keep the Select Board fully informed as to the needs and problems of the Town.

The Town Manager will inform the Select Board of any vacancies in Town offices and multi-member bodies which are appointed by the Select Board.

Warrants for the expenditure of Town funds, prepared and signed by the Town Accountant in accordance with Mass. General Law, shall be approved by the Town Manager.

The Select Board will appoint a collective bargaining team, which shall include the Town Manager and may include members of the Select Board, labor counsel and those department heads whose employees shall be subject to the collective bargaining agreement. The collective bargaining team will appoint one of its members to serve as the negotiator.

C. Personnel

More detail on personnel provisions is specified in the Truro Charter.



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The Town Manager shall, in conjunction with the Select Board, develop and maintain a personnel plan establishing the staffing requirements of all Town departments or offices, except for those of the School Department.

The Town Manager shall ensure that attendance records and job descriptions, including qualifications and compensation schedules, are written, signed and maintained for all employees and appointed officials. The Town Manager will annually review compensation schedules and make recommendations regarding modification of the schedules to the Select Board.

The Town Manager may, with the approval of the Select Board, establish, reorganize, consolidate, or abolish any positions which are subject to the direction and supervision of the Town Manager, except as otherwise provided by General Law or Bylaw. The creation of any new position under this section shall not become effective until the position has been funded by Town Meeting.

The Select Board shall deal with employees who are subject to the direction and supervision of the Town Manager solely through the Town Manager.

The Town Manager will make appointments on the basis of merit and fitness alone, and may suspend or remove Town officials or employees who are subject to the direction and supervision of the Town Manager for just cause.

After consultation with the Select Board, the Town Manager will appoint all department heads reporting to that office. The Town Manager shall appoint all full-time, part-time or seasonal employees, except those of the School Department.

Qualifications:

A bachelor's degree, preferably in public administration, granted by an accredited degree-granting college or university.

At least three years of compensated service in public administration at a managerial level, provided that the educational qualification is in public administration. Otherwise the professional qualifications shall include at least six years' compensated service in public administration, with at least three of those years at a managerial level.



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Applicants should be certified as a Massachusetts Public Purchasing Official. If the applicant does not hold a current certification, successful completion of the training program within one year, at the applicant's expense, will be required.

Other skills desired in a successful candidate:

- Must demonstrate prior success in leading a complex municipal organization and be competent in all areas of municipal management and operations, but especially in housing, finance, environmental issues, communications, tourism, economic development, and community building.
- Must be adaptable, flexible and have an understanding of small-town municipal management.
- Must be a skilled listener who is willing to develop and sustain credible relations with year-round and part-time residents, staff, business owners, volunteers, other Cape Cod town managers and Cape Cod National Seashore officials.
- Must be able to delegate effectively, mentor department heads, and provide support and motivation to Town employees.
- Must be confident, compassionate, organized and patient and lead by example.
- Must have a sensitivity to, and respect for, the culture of the community.
- Must be able to speak articulately, clearly and concisely, and have strong written communication and presentation skills.
- Will be expected to be inclusive, collaborative, ethical and committed to transparency in government.
- Must be knowledgeable about municipal management best practices and able to implement them.
- Must be able to develop and encourage creative thinking to solve long-term issues.
- Should have experience working in a seasonal community.
- Should be technologically savvy, understanding the benefits appropriately used technology can provide.
- Should support data-driven decision making.
- Should be policy-minded and skilled at long-term planning.
- Should be skilled at managing time to accommodate regular off-hours meetings and events.
- Should be enthusiastic and strive to build morale.



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- Should enjoy engaging with community members, including working alongside volunteers and attending Town events and activities.

Weekly Hours: The Town Manager shall be required to devote the amount of time necessary to discharge effectively, professionally, and diligently the duties of the position. The Town Manager's work week shall ordinarily consist of a five-day week, Monday through Friday, of forty (40) hours.

Additionally, evening and/or weekend hours may be necessary from time to time in order to discharge their duties. Therefore, the Town Manager will be allowed a flexible time schedule that permits, for example, the employee to take non-accrueable compensatory time from work at their discretion, and with the knowledge of the Select Board, without such time being charged against available benefit leave time.

The Town Manager shall devote full time to the duties of the office and shall not hold any other public office, elected or appointed, nor be engaged in any other business, occupation, or profession while serving in such office, unless such action is approved in advance and in writing by the Select Board.

Job Environment: Work is performed in a typical office setting and at multiple locations within the town, as well as at meeting sites in other towns

Remote work at times is appropriate by agreement between the Select Board and Town Manager.

Physical requirements: Minimal physical effort generally required in performing duties under typical office conditions. Regularly required to maintain a stationary position, often for long periods of time. Regularly required to move about the inside of the building, position self to reach low objects (objects under desks, in filing cabinet drawers). Occasionally required to traverse other community buildings and grounds. Must be able to manipulate objects, tools or controls, and be able to use common office objects and equipment. Ability to view computer screens and operate a keyboard at an efficient speed. Occasionally required to move objects weighing up to 25 lbs. Hearing and vision correctable to normal ranges; close-up vision and the ability to adjust focus across a presentation audience. Able to operate an automobile to perform in-town and out-of-town travel to transact town business, including at night.



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(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)