



# Martha's Vineyard Land Bank Commission

## *employment opportunity*

September 27, 2017

The Martha's Vineyard land bank commission seeks an individual to serve a dual role as a resident Land Caretaker / Goatherd, under the supervision of the land bank superintendent.

As part of the employment contract the employee will reside at a land bank house located at 1000 Sailors Burying Ground Road in Oak Bluffs, adjacent to the goat barn and pasture. The employee will work nineteen (19) hours per week, in exchange for housing. A rent-in-lieu-of-wages arrangement will be made. Families are welcome to apply.

Duties will vary by season. From approximately Thanksgiving to May 15 the employee will focus primarily on livestock duties. From mid-May to the end of November the employee will oversee the seasonal worker(s) hired to tend the goats, plus assist them in their labor, and will perform land caretaking work as enumerated in the employment agreement.

The successful applicant will be the person who, in the opinion of the land bank, is best able to realize the goals outlined in the employment agreement. Such person will be expected to sign the agreement with all due promptness after having been selected, subject to final negotiation of details. Applicants should submit a letter of interest outlining their qualifications, plus a resume and three references. Letters must be received in the land bank office at 167 Main Street, Edgartown, Massachusetts before 3:00 pm on Monday, October 30, 2017.

Anyone wishing to inspect the dwelling, barn and pasture should join the land bank staff at an on-premises site-visit on Thursday, October 19, 2017 at noon. To reach the house, start in Tisbury at the intersection of the State Road and the Old Holmes Hole Road, next to SBS. Travel approximately 0.4 miles down the Old Holmes Hole Road and turn left onto the woods road there. Drive up the hill and turn right; this is the Road to Wapatequa. Travel 0.2 miles and then turn right onto the Sailors Burying Ground Road. The house and barn are located several hundred feet down the road on the left.

Please reach Matthew Dix with any questions at [mvlandbank@yahoo.com](mailto:mvlandbank@yahoo.com) or at 508-627-7141.

**EMPLOYMENT AGREEMENT**

This employment **AGREEMENT** is made and entered into this <sup>st</sup> day of \_\_\_\_\_, 2017 by and between the **MARTHA'S VINEYARD LAND BANK COMMISSION**, a governmental body created by a special act of the Massachusetts legislature, chapter 736 of the acts of 1985, as amended (the "Act"), of 167 Main Street, Edgartown, Massachusetts (the "**Land Bank**") and \_\_\_\_\_ of \_\_\_\_\_ (the "**Employee**").

WITNESSETH THAT

WHEREAS, the **Land Bank** owns and/or manages certain real property located on and near the Road to Wapatequa in Oak Bluffs and Tisbury, Dukes County, Massachusetts known as the Greenlands Preserve, Little Duarte's Pond Preserve, Sailors Burying Ground, Tisbury Meadow Preserve and Wapatequa Woods Reservation (the "Premises"), all of which are depicted on Exhibit Q; and

WHEREAS, the **Land Bank** owns a ±200-head goat herd that it dispatches to graze in various locations across Martha's Vineyard for the purpose of advancing ecological goals of importance to the **Land Bank**; and

WHEREAS the **Land Bank** desires to employ the **Employee** in the position of Land Caretaker / Goatherd of the Premises and the **Employee** desires to be so employed by the **Land Bank**; and

WHEREAS, the **Employee** and the **Land Bank** desire by this writing to set forth the employment relationship between them;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the **Land Bank** and the **Employee** agree as follows:

1. **Authority:** This Agreement is authorized under Section 4(g) of the Act.
2. **Employment:** The **Land Bank** agrees to employ the **Employee** as a Land Caretaker / Goatherd and the **Employee** agrees to accept such employment subject to the terms of this Agreement. The **Employee** shall faithfully render services as a Land Caretaker / Goatherd pursuant to the terms provided herein and other such duties and responsibilities as the **Employee's** designated supervisor may from time to time reasonably prescribe within such reasonable standards expected of employees with comparable positions in comparable cities and towns in Massachusetts.
3. **Capacity and Extent of Service:**

- a. The **Employee** shall be employed on a year-round basis as Land Caretaker / Goatherd during the time period of this Agreement pursuant to the job description attached as Exhibit R, which is hereby incorporated into this Agreement by reference.
  - b. The **Employee** shall work a nineteen (19) hour work week, which cumulates at nine hundred eighty-eight (988) hours per annum, the specifics of which are more fully described in Paragraphs 6 and 7.
  - c. The **Employee** shall endeavor to be observant of public activities on the Premises and vigilant in the enforcement of **Land Bank** regulations during working hours.
4. **Effective Date, Term and Extensions:** The term of employment by **Employee** under this Agreement shall commence as of \_\_\_\_\_, 2017 (the "Commencement Date") and shall end on \_\_\_\_\_, 20xx (the "Conclusion Date"), unless this Agreement is sooner terminated by the **Land Bank** pursuant to Paragraph 8 of this Agreement.
5. **Compensation:** See Paragraphs 6(d) and 7, below.
6. **Occupancy of Dwelling:** The presence of the **Employee** on the Premises is considered essential to the security and management of the Premises. During **Employee's** term of employment with the **Land Bank**, the **Employee** agrees to reside in the dwelling located on the Premises at 1000 Sailors Burying Ground Road in Oak Bluffs (the "Dwelling"). The **Land Bank** and the **Employee** mutually agree that:
- a. the **Employee's** occupancy of the Dwelling located on the Premises is both a condition of **Employee's** employment but also is conditional upon the **Employee's** continued employment and shall cease on the Conclusion Date or **Employee's** termination date, whichever is sooner; and
  - b. the occupancy of the Dwelling shall not be construed to be, nor rise to the level of, a landlord-tenant relationship, as it is necessary to the efficient performance of the **Employee's** duties; and
  - c. the **Employee** acknowledges and agrees that, in addition to **Employee's** performance of the obligations described in Exhibit R, **Employee's** employment is conditional upon **Employee's** adherence to the Occupancy Rules contained in Paragraph 8(c)(7); and
  - d. this is a rent-in-lieu-of-wages (RILOW) agreement, as set forth more fully in

Paragraph 7, below, and the **Employee's** occupancy of the Dwelling shall serve as full compensation for **Employee's** services as Land Caretaker / Goatherd of the Premises, as set forth in Paragraph 7.

- e. the **Employee** acknowledges that **Employee** has no right to continued occupancy of the Dwelling beyond the Conclusion Date or **Employee's** termination date, whichever is sooner.

## 7. **RILOW**

- a. The **Employee's** responsibilities as Land Caretaker / Goatherd shall consist of carrying out the duties contained in Exhibit R during **Employee's** nineteen (19) hours of work per week, which hours, barring extraordinary circumstances, must be recorded between dawn and twilight.
- b. The **Employee** is required to record time and hours spent working in a daily log provided by the **Land Bank**, including a sufficient description of the tasks or supervision performed, copies of which shall be furnished to the **Land Bank** no later than 9:00 am on the first day of each month, or the following Monday if the first day should fall on a weekend. The **Employee** shall not exceed the allotted nineteen (19) hours of work per week without prior written authorization from the **Land Bank**.
- c. The **Employee** shall be compensated at the rate of eighteen dollars and twenty-one cents (\$18.21) per hour in lieu of paying rent in the amount of one thousand five hundred dollars (\$1,500.00) per month. As this is a RILOW, no monies will be exchanged.
- d. The **Employee** shall not be compensated for hours spent sleeping or at meals or for time devoted to personal matters while on the Premises, and these hours shall not be counted or included in hours worked. The **Employee** is free to pursue additional employment opportunities consistent with this schedule, including any customary home occupation as defined in the Oak Bluffs code.
- e. The **Employee** shall pay federal and commonwealth income tax, as well as the **Employee's** portion of the applicable social security tax, arising from the rent benefit; the rent benefit cumulates at eighteen thousand dollars (\$18,000.00) per annum. The **Land Bank** shall pay its share of the social security tax plus all unemployment insurance and workers' compensation charges.

- 8. **Termination:** Notwithstanding the provisions of Section 4 of this Agreement, the

**Employee's** employment hereunder shall be subject to termination as set forth hereinafter:

- a. **Death:** The death of **Employee** during the term of this Agreement shall automatically terminate the **Employee's** employment. The **Employee's** estate shall be entitled to such compensation as may be mandated by law.
- b. **Disability:** In the event that the **Employee** becomes disabled during **Employee's** employment under this Agreement through any illness, injury, accident or medical condition and as a result is unable to perform substantially all of **Employee's** employment duties, the **Employee's** employment hereunder shall automatically terminate.
- c. **Termination by Either Party:** This Agreement may be terminated for any reason or no reason at all with thirty (30) days written notice to the other party. Notwithstanding this provision, nothing in this Agreement shall prevent or preclude the **Land Bank** from immediately terminating the **Employee's** employment for any of the following reasons:
  - [1] a determination by the **Land Bank** that the **Employee** has failed to carry out all duties in a professional, reliable, workmanlike or honest manner; or
  - [2] willful refusal by the **Employee** to perform the duties required of the **Employee** or reasonably assigned to the **Employee** by the **Land Bank** or the **Employee's** designated supervisor; or
  - [3] arrest, indictment or the issuance of a criminal complaint charging the **Employee** with any criminal offense that alleges violence, substance abuse, dishonesty, moral turpitude or any other crime which indicates that the **Employee** may not be fit to perform the position's duties;
  - [4] conduct by the **Employee** that, in the **Land Bank's** sole discretion, endangers or will endanger the health, safety or welfare of other **Land Bank** employees or members of the public; or
  - [5] if a petition in bankruptcy has been filed by or against **Employee** or if **Employee** shall be adjudicated bankrupt or insolvent according to law; or
  - [6] if the Dwelling appears to be abandoned; or
  - [7] failure to follow the Occupancy Rules set forth here below, as proper

treatment of the Dwelling during such occupancy is a further condition of employment:

- (i) Cleanliness. **Employee** shall keep the Dwelling and its grounds in a clean condition. **Employee** shall be responsible for the proper storage and the final collection or ultimate disposal of all trash and rubbish. **Employee** shall not permit the Dwelling or grounds to be overloaded, damaged, stripped or defaced.
- (ii) Pets. No pets shall be permitted in the Dwelling or on its grounds except by advance written permission of the superintendent, which permission may be revoked at any time by the **Land Bank** for any reason or for no reason.
- (iii) Grounds. **Employee** shall be responsible for normal grounds maintenance during the term of **Employee's** employment and shall keep the grounds of good and sightly appearance. The **Land Bank** shall not be responsible for snow and ice removal.
- (iv) Insurance. **Employee** understands and agrees that the **Land Bank** will obtain and pay for personal injury and property damage insurance but that **Employee** is responsible for obtaining, if desired, insurance coverage for **Employee's** personal property, including, but not limited to, all household furnishings.
- (v) Compliance. **Employee** shall not make or permit any use of the Dwelling or grounds which will be unlawful, improper, or contrary to any applicable law or bylaw (including without limitation all zoning, building or sanitary statutes, codes, rules, regulations or bylaw) or which could be construed to constitute a nuisance or a deterrent to enjoyment of the Premises by members of the public.
- (vi) Additions or Alterations. **Employee** shall not make any additions or alterations to the Dwelling or grounds without the **Land Bank's** prior written consent obtained in each instance.

Alterations or additions made by **Employee** at the **Employee's** expense may be removed by **Employee** at or prior to the termination of **Employee's** employment, provided that **Employee** repairs any resulting injury to the Premises and

restores the Premises to its former condition.

(vii) Leasing. **Employee** shall not lease out all or any part of the Dwelling or grounds nor permit anyone to occupy the Dwelling or grounds in exchange for cash or any consideration. Persons related to the **Employee** by blood or adoption are permitted to stay overnight in the Dwelling, but any visit exceeding one (1) week shall require the advance written consent of the **Land Bank**; no other persons are permitted to occupy the Dwelling or grounds overnight.

(viii) Utilities. **Employee** shall promptly pay any and all bills for fuel, heat, electricity, gas, trash removal, telephone and other utilities furnished to the Dwelling during the term of **Employee's** employment, and shall keep the Dwelling adequately heated during the normal heating season. **Employee** shall also, as needed, arrange and pay for triennial septic pump-outs. Upon request of the **Land Bank**, **Employee** shall promptly deliver adequate proof of the payment of any such bills to the **Land Bank**.

**Employee** acknowledges and agrees that all utilities currently serving the Dwelling are acceptable to **Employee** and that if **Employee** chooses to upgrade any **Employee** shall do so at **Employee's** own expense.

(ix) Entry. The **Land Bank** may enter the Dwelling and grounds from time to time during **Employee's** occupancy to inspect the same, to make repairs thereto (although nothing contained in this subparagraph shall be construed to require the **Land Bank** to make any such repairs), or to show the same to future employees. The **Land Bank** shall also be entitled to enter the Dwelling and grounds if they appear to have been abandoned by **Employee** or otherwise as permitted by law. Whenever possible, **Employee** shall be informed twenty four (24) hours in advance of any proposed entry hereunder.

(x) Keys and locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by **Employee** without the written permission of the **Land Bank**. Any locks so permitted to be installed shall become the property of the **Land Bank** and shall not be removed by **Employee**. **Employee** shall promptly give a duplicate key to any such changed,

altered, replaced or new lock to the **Land Bank**, and at the time that **Employee** ceases to be employed, **Employee** shall deliver all keys to the Dwelling to the **Land Bank**.

- (xi) Repairs. Subject to applicable law, **Employee** shall keep and maintain the Dwelling and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of **Employee**'s occupancy or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and unavoidable casualty only excepted.

If **Employee** fails within a reasonable time to make such repairs, or makes them improperly, then and in any such event or events, the **Land Bank** may (but shall not be obligated to) make such repairs and **Employee** shall reimburse the **Land Bank** for the reasonable cost of such repairs in full, upon demand.

- (xii) Loss or Damage. **Employee** shall indemnify the **Land Bank** against all liabilities, damages and other expenses, including reasonably attorneys' fees, which may be imposed upon, incurred by, or asserted against the **Land Bank** by reason of (a) any failure on the part of **Employee** to perform or comply with any rules set forth herein or (b) any injury to person or loss of or damage to property sustained or occurring on the Premises on account of or based upon any act, omission, fault, negligence or misconduct of any person whomsoever other than the **Land Bank**.

9. **Applicable Law:** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
10. **Amendment:** No amendments, modifications or additions to this Agreement shall be binding unless in writing and signed by both parties.
11. **Enforceability:** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions hereof. The parties agree that this Agreement can only be enforced in Massachusetts courts sitting in the county of Dukes County, and agree to that venue. Both parties agree to waive their rights to a jury trial to the



extent permitted by Massachusetts law.

- 12. **Binding Effect:** This Agreement shall inure to the benefit of and be enforceable by the **Land Bank** and by the **Employee**.
- 13. **Notices:** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

As to the **Land Bank:** Mr. James Lengyel, Executive Director  
Martha's Vineyard Land Bank  
Post Office Box 2057  
Edgartown, Massachusetts 02539

As to the **Employee:**

Alternative notice may be personally delivered, or personally served, in the same manner as is applicable to civil practice under Massachusetts law. Notice shall be deemed given as of the date of personal delivery or service or as of the date of deposit of such written notice to the custody of the United States Postal Service.

IN WITNESS HEREOF, the parties have executed this Agreement under seal on the day and year first written above.

**MARTHA'S VINEYARD LAND BANK COMMISSION:**

\_\_\_\_\_  
James Lengyel, Executive Director  
duly authorized

**EMPLOYEE:**

\_\_\_\_\_

### Land Caretaker

The land caretaker carries out, under the supervision of the superintendent, the day-to-day labor necessary for the upkeep and management of the Greenlands Preserve, Little Duarte's Pond Preserve, Sailors Burying Ground, Tisbury Meadow Preserve and Wapatequa Woods Reservation (the "reservations").

#### *responsibilities*

##### 1. Field labor

The land caretaker maintains the reservations in accordance with each property's adopted management plan. This includes, but is not limited to, the cutting of walking paths and driveways; the disposal of trash; and the mowing of fields and pastures.

##### 2. Woodland improvement

The land caretaker improves the quality of the reservations' woodlands. This includes, but is not limited to, the cutting of trees that have been pre-flagged by the superintendent; the disposal of vegetation; the mowing of understory; and the coordinating of any public firewood program.

##### 3. Construction and building

The land caretaker assists in the construction of those items called for in each property's management plan. This includes but is not limited to, the assembly and erection of boardwalks, footbridges, directional signs, trash receptacles and fences. Work will take place both on-site and at the land bank workshop in Oak Bluffs.

##### 4. Equipment operation

The land caretaker uses land bank equipment and machinery to carry out the various tasks. This includes, but is not limited to, tractors, brushcutters and woodchippers.

##### 5. Dwelling maintenance

The land caretaker performs routine maintenance on the dwelling and its grounds, plus upgrades as necessary and feasible, all in coordination with and subject to the advance approval of the superintendent. Out-of-pocket expenses for such activities shall be borne by the land bank.

6. Livestock management

The land caretaker assists the superintendent in the oversight and management of the land bank's livestock.

7. Oversight

The land caretaker patrols the reservations' trails and boundary perimeters, in order to keep order, ensure compliance with the land bank's regulations and prevent encroachments. The land caretaker also enforces the land bank's hunting policy.

8. General assistance to superintendent

The land caretaker assists the superintendent with a variety of agency tasks, at the superintendent's discretion.

*working conditions*

nineteen (19) hour workweek

When the land caretaker uses a personal vehicle during the work day for land bank business reimbursement shall be made by the commission at the then-current federal rate.

*remuneration*

per contract

This description generally portrays the work expected of the land caretaker. The land caretaker may be required by the superintendent to, from time to time, perform tasks at a higher skill level or at a lower skill level than that described herein. The land caretaker may also be required by the superintendent to perform tasks on land bank properties other than the reservations cited herein.

Work performance evaluations will be conducted by the superintendent at six-month intervals. This job description will also be reviewed biannually.

### Goatherd

The goatherd, under the supervision of the superintendent, assists the land bank in overseeing its livestock herd. The goatherd supplies regular, year-round but part-time service to ensure that the goats implement and advance the land bank's ecological goals on its various properties while remaining well and safe.

*responsibilities*

1. Pasture rotation

The goatherd prepares the successive pastures that will be receiving the goats and then migrates them through these pastures at rates determined by the superintendent. This includes, but is not limited to, cutting grid lines in vegetation of varying densities; installing electric fences; preventing herd dispersal by monitoring the fences to be sure that they are adequately charged; and, if necessary, retrieving stray animals.

2. Hydration and nutrition

The goatherd waters the livestock regularly and ensures that at all times water is accessible to the animals. When the goats are not on pasture the goatherd assures that they regularly receive feed.

3. Health management

The goatherd observes the health and well-being of each animal and promptly reports any deficiencies to the superintendent.

*working conditions* The superintendent shall supply to the goatherd a regular weekly schedule. Rotations may be necessary.

The goatherd shall keep logs of hours worked and shall submit these logs on a weekly basis to the superintendent for verification and the land bank commission office for payment.

When the land caretaker uses a personal vehicle during the work day for land bank business reimbursement shall be made by the commission at the then-current federal rate.

*remuneration*

per contract

This description generally portrays the work expected of the goatherd. The goatherd may, from time to time, be required by the superintendent to perform tasks at a higher skill level or at a lower skill level than that described herein.

