

**AGREEMENT FOR EMPLOYMENT
AS
TOWN ADMINISTRATOR
WEST BROOKFIELD**

This agreement is made and entered into this 26th of June, 2023 by and between the Town of West Brookfield ("the Town"), a municipal corporation, acting by and through its Board of Selectmen, hereinafter referred to as the "Board," and Ronald San Angelo, hereinafter referred to as "Town Administrator," pursuant to the provisions of M.G.L. Chapter 41, §108N.

WHEREAS, pursuant to the Town Bylaws and the provisions of M.G.L. c. 41, §23A, the Board has voted to appoint Ronald San Angelo to the position of Town Administrator and has authorized negotiations for a successor agreement setting forth the terms and conditions of his appointment;

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

Section 1. Employment

The Board hereby appoints and employs Ronald San Angelo and Ronald San Angelo accepts employment as the Town Administrator of the Town subject to the provisions of the job description for the Town Administrator.

Section 2. Duties

The Town Administrator shall perform all of the duties and functions as specified in the job description attached hereto as Exhibit A, and such other duties as the Board of Selectmen shall legally assign to him, in a professional manner consistent with the generally recognized standards of the profession, in accordance with Massachusetts General Law and the Town By-laws.

Section 3. Term

The term of this agreement shall be for a period of three (3) years, commencing on April 24, 2023, through and including June 30, 2026, except upon termination of this agreement pursuant to Section 15.

Section 4. Evaluation

- A. For the first nine months of each year of the contract, quarterly feedback status meetings shall be held between the Board and Town Administrator. This shall be an informal process. Thereafter, prior to the completion of each full year of service within this

agreement, the Board shall review and evaluate the performance of the Town Administrator based on goals and objectives developed jointly by the Board and the Town Administrator. The Chairman of the Board shall provide the Town Administrator with a written summary or compilation of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board. The individual Board members' evaluations and the summary evaluation shall be part of the Town Administrator's personnel file.

- B. The Board and Town Administrator shall annually define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town, and in consideration of the events that have occurred during the year.

Section 5. Compensation

The Town agrees to pay the Town Administrator for services rendered under this agreement as follows:

1. Effective April 24, 2023, through June 30, 2024, at the annualized rate \$80,000.00;
2. Effective July 1, 2024, through June 30, 2025, at the annualized rate of \$82,400.00;
3. Effective July 1, 2025, through June 30, 2026, at the annualized rate of \$84,460.00.

All payments shall be payable in accordance with the Town payroll schedule as other employees are paid, subject to all applicable federal and state withholdings and deductions, and subject to Town Meeting appropriation.

Failure of the Board to conduct an annual performance appraisal pursuant to Section 4 shall not be construed as preventing the Town Administrator from receiving the salary increase prescribed in this section subject to Town Meeting appropriation.

Section 6. Work Week

The Town Administrator's work week shall consist of normal business hours of 32 hours per week and other hours during which the Town Administrator will be required to attend meetings of the Board, or for other purposes as required or necessitated for the proper performance of his duties and responsibilities.

It is recognized that the Town Administrator must devote a great deal of time outside of normal office hours to the business of the Town, and to that end, the Town Administrator shall be

allowed to make reasonable adjustments to his work schedule during said normal office hours at such time which the Town Administrator reasonably determines will not adversely affect the department or the Town's operations.

The Town Administrator shall be an exempt employee under the FLSA.

Section 7. Holidays

There are twelve (12) paid holidays per year:

New Year's Day
Martin Luther King Day
Presidents Day
Patriots Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
Juneteenth

In order to qualify and receive pay for an observed holiday, an employee must be actively working or be taking a paid Sick Leave, Vacation or Personal Day, on their scheduled work day preceding and following the observed Holiday.

Employees on an unpaid leave of absence are not paid for designated holidays during the period of time they are on unpaid leave of absence.

Holidays will be paid as a full day's pay.

Section 8. Vacation Leave

The Town Administrator shall be granted four (4) weeks of vacation for use during each fiscal year of his employment with the Town. Vacation time must be taken during the fiscal year and no carryover is permitted.

Section 9. Sick Leave

Sick leave shall be front loaded annually to the Town Administrator, at the rate of One Hundred Twenty (120) hours per year, to a maximum of Fourteen Hundred (1400) hours.

There is no sick leave buy back.

Section 10. Compassion Leave

The Town Administrator will be allowed up to five (5) days leave with pay and benefits upon the death of a spouse, domestic partner, child, parent, or sibling.

Up to three (3) days leave with pay and benefits upon the death of a grandparent, uncle, aunt, in-law or person living in the employee's household.

One (1) days leave with pay and benefits will be allowed upon the death of a close relative who is not a member of the immediate family.

Time to attend the funeral services of a fellow employee may be granted by the Board.

Section 11. Personal Leave

The Town Administrator will be granted up to twenty-four (24) hours of personal leave per fiscal year with pay upon reasonable notice to the Board.

Section 12. Health Insurance

The Town Administrator is entitled to participate in the Town health insurance program to the extent available to all other Town employees. The Town Administrator shall also be entitled to participate in any other health benefits that the Town offers to all other Town employees.

Section 13. Professional Development, Continuing Education, Dues and Subscriptions

The Town agrees to pay for the travel and subsistence expenses of the Town Administrator for short courses, meetings, programs and seminars within Massachusetts that are necessary for his professional development and for the good of the Town, subject to the prior approval of the Board and subject to the availability of funds. The Town also agrees to pay for the professional dues and subscriptions of the Town Administrator necessary for his membership in professional organizations including Massachusetts Municipal Association, Massachusetts Municipal Managers Association, Massachusetts Municipal Personnel Association and the Small Town Administrators of Massachusetts, subject to the availability of funds. The fiscal year amount of professional development, dues and subscription expenses and costs shall not exceed \$3,500.00

Section 14. Renewal

If the Board intends not to renew this agreement for a further term, notice shall be given to the Administrator at least six (6) months prior to the termination date of this agreement.

Section 15. Termination

This agreement may be terminated upon the occurrence of any of the following:

- A. A mutual written agreement of termination between the Board and the Town Administrator.
- B. The retirement or resignation of the Town Administrator. The Town Administrator may terminate this agreement at any time, without penalty, provided that he submits written notice to the Board at least sixty (60) days prior to such retirement or resignation. If the Town Administrator decides to resign or retire, he shall not receive severance pay, but shall be paid for unused vacation time accrued up to the time of retirement or resignation.
- C. The Board can vote to terminate this agreement at any time during the term of this agreement. If the Board should decide to terminate this agreement for reasons other than willful misconduct or wrongdoing, the Town Administrator shall be provided with a sixty (60)-day notice of the Board's intent to terminate the agreement, together with a list of the reasons for the proposed termination. In the event that the Town Administrator is terminated prior to the expiration of this Agreement for reasons other than willful misconduct or wrongdoing, the Board agrees to pay the Town Administrator a lump sum payment equal to three (3) months aggregate salary, to be paid on or before the effective date of the termination of his employment.

Section 16. Indemnification

In accordance with M.G.L. Chapter 258, Section 13, the Town shall defend, save harmless and indemnify the Town Administrator against any tort, professional liability, claim or demand, or other civil legal action, brought by a third party whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Town Administrator, provided that the Town Administrator acted within the scope of his duties. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Administrator.

Section 17. General Expenses

The Town Administrator will be reimbursed for reasonable and appropriate expenses incurred in the performance of his duties. The Town will reimburse the Town Administrator for his use of his personal vehicle in the course of his duties a mileage allowance according to IRS guidelines.


Section 18. Miscellaneous

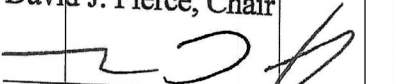
- A. This agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts.
- B. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain enforceable, except if to do so would render any remaining provision of the agreement substantially meaningless.
- C. This writing sets forth the entire agreement between the parties, and no prior agreements, statements, promises, understandings, or inducements, whether oral or written, made by either party, which are not expressly set forth in this agreement, shall be binding or enforceable against the parties. No part of this agreement may be amended, altered, changed, or modified in any way except by a writing, which is signed by both parties.
- D. The Town's failure in any one or more instances to insist on the strict performance of any term or condition of this agreement shall not be construed as a waiver or relinquishment of its right to insist on future performance.
- E. This agreement shall be binding upon the parties, and their respective legal representatives, heirs, successors and assigns.

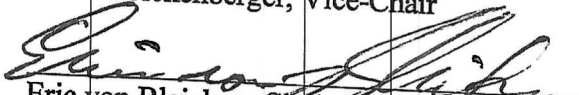
West Brookfield
R.S.

IN WITNESS WHEREOF, the Town of Rutland, Massachusetts, has caused this agreement to be signed and executed on its behalf by its Board of Selectmen and duly attested by its Town Clerk.

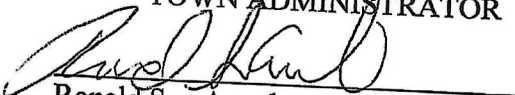
TOWN OF WEST BROOKFIELD


David J. Pierce, Chair

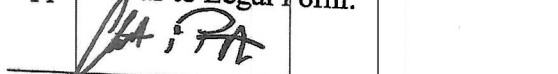

Roland Sickenberger, Vice-Chair


Eric von Bleicken, Clerk

TOWN ADMINISTRATOR


Ronald San Angelo

Approved as to Legal Form:


West Brookfield Town Counsel
June 26, 2023

Attested by:


Town Clerk/Date 6/21/23

Funding Certification:


Town Accountant/Date

