

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

This agreement is made and entered into this 10<sup>th</sup> of December 2024 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 Theresa A. Cofske, 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 Theresa A. Cofske to the position of Town Administrator and has authorized negotiations for a successor agreement setting forth the terms and conditions of her 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 Theresa A. Cofske and Theresa A. Cofske 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 the Administrator, 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 January 6, 2025, through and including January 5, 2028, except upon termination of his agreement pursuant to Section 15.

**Section 4. Evaluation**

- A. For the first nine months of each year of the contract, the Board will use its best efforts to schedule and hold quarterly feedback status meetings with the Town Administrator. This shall be an informal process. Thereafter, prior to the completion of each full year of service within her 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 her 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 their agreement as follows:

1. Effective January 6, 2025, through June 30, 2025, at the annualized rate \$90,000.00.
2. Effective July 1, 2025, through June 30, 2026, at the annualized rate of \$91,800.00.
3. Effective July 1, 2026, through June 30, 2027, at the annualized rate of \$94,554.00.
4. Effective July 1, 2027, through January 5, 2028, at an annualized rate of \$97,391.00.

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 her 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 her 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 thirteen (13) paid holidays per year:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	Thanksgiving – Day After
Independence Day	Christmas Day
Juneteenth	

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 workday preceding and following the observed Holiday.

Employees on an unpaid leave of absence are not paid for designated holidays during the period 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 two (2) weeks of vacation time for FY25, from January 6, 2025 through June 30, 2025. For FY26 and FY27, the Town Administrator shall be granted four (4) weeks of vacation time. For the first half of FY28, from July 1, 2027 through January 5, 2028, the Town Administrator shall be granted two (2) weeks of vacation time. Vacation time must be taken during the fiscal year and no carryover is permitted without prior authorization from the Select Board pursuant to a vote taken at a public meeting.

### **Section 9. Sick Leave**

The Town Administrator shall accrue 120 hours of sick use beginning on the first day of this contract. The administrator shall accrue one (1) day per month, 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) day 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 Chairperson of the Select 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 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. The Town also agrees to pay for the professional dues and subscriptions of the Town Administrator necessary for her 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.



#### **Section 14. Renewal**

If the Board decides not to renew this Agreement at its termination, the Board shall give the Administrator written notice at least six months in advance of the end of the term of this Agreement of its intent not to renew this Agreement. It shall be the duty of the Administrator to bring this issue to the attention of the Select Board at least two months in advance of the six-month deadline of the expiration of the Agreement by requesting an agenda item to discuss the matter so that the Select Board has a reasonable opportunity to act in a timely manner on the renewal decision. Failure of the Administrator to bring this matter to the attention of the Board at least eight (8) months prior to the expiration of the Agreement waives any rights under this Section.

If the Administrator brings the renewal decision to the attention of the Board at least eight months before the expiration of the Agreement and the Board does not give written notice of non-renewal at least six months prior to the expiration of the Agreement, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional six month period beyond the current termination date of January 5, 2028. The compensation set forth herein shall be the exclusive remedy for non-renewal and shall satisfy all of the Town's responsibilities under Chapter 41, Section 108N and 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 her agreement at any time, without penalty, provided that she 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, she 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 the agreement without cause. If the Board should decide to terminate the agreement for reasons other than willful misconduct or wrongdoing, the Town Administrator shall be provided with a sixty (60)-day advance notice of the Board's intent to terminate the agreement. 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 her employment.

#### **Section 16. Indemnification**

If the Town has adopted M.G.L. Chapter 258, Section 9 or 13, or adopts said provision during the course of the Town Administrator's contract, 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 her duties as Town Administrator, provided that the Town Administrator acted within the scope of her 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 business expenses incurred in the performance of her duties, as approved by the Board Chair. The Town will reimburse the Town Administrator for her use of her personal vehicle in the course of her duties a mileage allowance according to IRS guidelines.

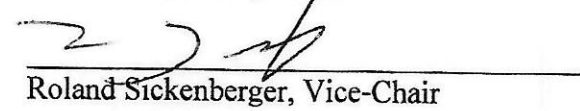
## **Section 18. Miscellaneous**

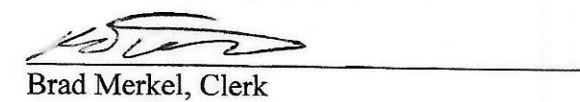
- A. This agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Massachusetts.
- B. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall remain enforceable, except if to do so would render any 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.

IN WITNESS WHEREOF, the Town of West Brookfield, Massachusetts, has caused the 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

  
Eric von Bleicken, Chair

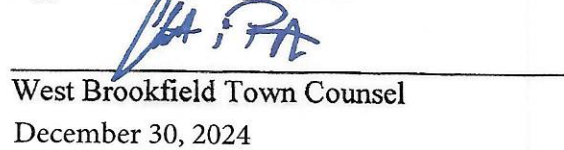
  
Roland Sickenberger, Vice-Chair

  
Brad Merkel, Clerk

TOWN ADMINISTRATOR

  
Theresa A. Cofske

Approved as to Legal Form:

  
West Brookfield Town Counsel  
December 30, 2024

Attested by:

 1/24/25  
Town Clerk/Date



**Town of West Brookfield  
Job Description  
Town Administrator**

**Summary of Position Responsibilities:**

The Town Administrator is the administrative and operational lead responsible for enabling and overseeing the work of the Town's operating agencies to ensure effective, timely and on-budget delivery of Town services. The Town Administrator acts as agent for the Board of Selectmen assisting and advising the Board of Selectmen to discharge the duties of their office.

**Description of Supervision/Supervisory Responsibilities:**

The Town Administrator is appointed by, responsible to and works under the policy direction of the Board of Selectmen. The Board of Selectmen shall appoint the Town Administrator for a term of 3 years, subject to a one-year probationary period; shall fix the annual compensation of the Town Administrator, subject to annual appropriation; and may enter into an employment contract with the Town Administrator to further define the terms of employment. The Town Administrator shall devote full time to the office and shall not hold any other public office, elected or appointed, nor engage in any other business or occupation during the term of office, unless such action is approved in advance, in writing, by the Board of Selectmen. The Town Administrator is required to exercise considerable independent judgment and initiative within established policies, procedures and requirements of applicable federal, state and local law with minimal direct supervision.

**Essential Functions of Job:**

Under policy guidance of the Board of Selectmen, the Town Administrator acts as ***Chief Operations Officer*** for the Town

- Oversees the day-to-day activities of Town Departments under the jurisdiction of the Board of Selectmen. Coordinates the activities of all Town Departments, regardless of their appointing authority.
- Oversees and initiates the security, maintenance, and repair of Town Hall, Town facilities, and Town property, except school property and property under the control of the Board of Library Trustees, Conservation Commission, or Cemetery Commission, and makes recommendations to the Board of Selectmen. Confers with department heads regarding maintenance and repair of all other Town buildings, facilities, and property.
- Plans and organizes workload and staff assignments within his/her areas of responsibility.
- Facilitates development and implementation of short- and long-range operational goals; evaluates existing programs and services; recommends and implements changes to improve programs and services and meet emerging needs.
- Analyzes complex operational and administrative issues and develops relevant, timely and practical solutions.

Under policy guidance of the Board of Selectmen, the Town Administrator acts as ***Chief Administrative Officer*** for the Town

- Plans, directs and oversees the work carried out within the Office of the Selectmen and other offices under the control of the Board of Selectmen.
- Attends all regular and special meetings of the Board of Selectmen and Town Meetings. Provides informational support. Directs staff in assisting the Board of Selectmen in planning and holding meetings and public hearings.
- Provides professional advice to Town officials, department heads, and board and committee members' regarding the development, implementation and on-going administration of Town administrative and operational policies.
- Oversees the coordination of activities between Town boards, committees and departments; attends and participates in meetings of Town boards, committees and departments, as needed.
- Develops and administers processes required to resolve complaints, concerns and issues from the public and from within the Town.
- Responds to inquiries and refers complaints to the appropriate Town department for resolution; submits recommendations for the disposition of specific complaints to the Board of Selectmen.
- Works with individual department heads, committees and boards to prepare, submit and present Town department budgets, supplemental appropriations and special funding budgets, including salary plans, collective bargaining agreements, and past expenditure patterns to the Board of Selectmen; assists the Board of Selectmen in presenting their budget to the Advisory Committee and at the Town Meeting.
- In conjunction with Town authorities, including Town Accountant, Treasurer, Tax Collector, Capital Planning and others, develops revenue and expenditure projections and delivers them to the Board of Selectmen and Advisory Committee.
- Coordinates submission of articles requested by Town departments to be included in Town Meeting warrants and prepares warrants for issuance by the Board of Selectmen.
- Ensures adequate liability and property and casualty insurances are in place for all Town facilities, operations and personnel.
- Acts as primary liaison to Town Counsel on matters related to the Town and assists Town Counsel with litigation preparation.
- Develops and manages process for responding to complaints and concerns raised by West Brookfield residents and business owners; serves as Records Access Officer for the Town for purposes of the Public Records Law and oversees responses to public records requests.
- Assesses technology needs and budget requirements of all departments to ensure adequate technological support.
- Ensures adequate controls and staff training are in place to protect personal and confidential information.
- Oversees training and on-boarding of newly-elected members to the Board of Selectmen, briefing them on ongoing issues within the Town.

Under policy guidance of the Board of Selectmen, the Town Administrator acts as **Chief Human Resources Officer** for the Town.

- Has direct supervisory responsibility for all personnel reporting to the Board of Selectmen and indirect supervisory responsibility for all other Town employees, excluding only school employees, unless otherwise provided by law.



- Responsible for the recruiting, hiring and on-boarding of all Town management, staff and employees within the departments under the jurisdiction of the Board of Selectmen.
- Ensures job descriptions are in place and that management, staff and employees perform their duties in accordance with job descriptions and standards.
- Develops, implements and oversees ongoing annual departmental goal-setting process and performance evaluations.
- In conjunction with management, develops and oversees employee-specific performance improvement plans, as needed; works with department heads and Town Counsel to ensure that progressive discipline, up to and including termination, is applied in a manner that is fair and consistent with applicable policies and laws.
- Oversees and carries out collective bargaining agreement negotiations.
- In conjunction with Town Counsel and Board of Selectmen, develops employment policies and training for managers, staff and employees.
- Procures, implements and manages on-going administration of Town's employee benefit programs.
- Serves as Town's Human Resources Compliance Officer; assures compliance with all applicable federal, state and local laws and mandates, e.g., Affirmative Action/EEO/Non-Discrimination laws, ADA, FLSA, FMLA, ACA, HIPAA, etc.

Under policy guidance of the Board of Selectmen, the Town Administrator acts as **Chief Procurement Officer** for the Town, both under the provisions of G.L. c. 30B and otherwise. Except as may be delegated in accordance with G.L. c. 30B, §19 or as otherwise provided by law, the duties of Chief Procurement Officer shall include the following.

- Oversees the bidding and purchase of equipment, materials, supplies and services for all Town departments.
- Develops specifications for products and services needed by the Town.
- Analyzes bids and presents recommendations to the Board of Selectmen on procurements requiring approval of the Board of Selectmen.
- Develops and maintains lists of vetted firms/suppliers for use in the procurement process.
- Ensures that all contract awards and purchases are made in a manner consistent with applicable federal laws, Massachusetts state statutes and local by-laws.
- Awards and executes all contracts procured pursuant to G.L. c. 30B and as authorized by General By-Laws Chapter VI, Section 5.

Performs such other duties as may be determined by the Board of Selectmen.

**Education:**

Bachelor's degree in Public Administration or related field, e.g., Management, Finance, Accounting, Human Resources, etc. preferred; Master's degree optimal.

**Skills and Experience:**

- Must have a minimum of 5 years municipal government experience; 3 years of progressive executive or managerial experience preferred.



- Must have a thorough understanding of Massachusetts General Laws related to municipal government operations and a comprehensive and solid understanding of municipal government functions.
- Must have knowledge of Open Meeting Law, Public Records Law, State Ethics Law and Municipal Finance and Procurement laws.
- Must have a working knowledge of the interaction between local, state and federal government.
- Must be an effective communicator who can provide clear direction to Town staff and develop cooperative relationships with Town officials, boards, committees, employees and staff, as well as those of other municipalities, community leaders, government representatives and the public.
- Must be experienced in negotiating collective bargaining agreements.
- Must have strong analytical and problem-solving skills including financial analysis and budgeting skills.
- Must be proficient in Microsoft Office, including Word, Excel and PowerPoint, as well as social media platforms, such as Facebook, etc., and virtual meeting technology.
- Must be able to work with minimal supervision, within the policy parameters set forth by the Board of Selectmen.
- Must be capable of exercising discretion and independent judgement in decision-making and problem-solving of highly complex matters.
- Must be able to work outside normal business hours, as needed.
- Must receive procurement certification within 3 years of date of hire.

**Impact:**

The position has access to considerable confidential and sensitive information, requiring the application of a sophisticated level of judgment. Errors could result in significant confusion and delay, continuing adverse effect on the Town's ability to deliver services, loss of municipal revenues, improper disclosure of confidential information, legal and financial repercussions, and/or cause adverse public relations.

**Is this Job Exempt or Non-Exempt Under the Fair Labor Standards Act:**

Exempt, based on job duties, managerial responsibilities and compensation.

**Physical and Environmental Considerations:**

Lifting - Minimal

Walking - Moderate

Stairs/Climbing - Minimal

Sitting - Extensive

Physical Environment – Office environment with typical noise and distraction levels

Emotional Environment – Fast-paced environment with moderate stress levels

*This job description is intended to describe the general duties and nature of work being performed by individuals assigned to this position. It is not intended to be an exhaustive list of all responsibilities, duties and skills required. It does not constitute an employment agreement between the employer and employee, and is subject to change at the employer's discretion, as the needs of the employer and/or requirements of the job change.*

***(Remainder of this page left intentionally blank)***

**Job Description Reviewed and/or Approved by:**

Name & Signature	Title Board of Selectmen for approval	Date
Name & Signature	Title Board of Selectmen for approval	Date
Name & Signature	Title Board of Selectmen for approval	Date
Name & Signature	Title Town Counsel for review only	Date