

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF TOWNSEND, MASSACHUSETTS
AND
TOWN ADMINISTRATOR**

THIS AGREEMENT, made pursuant to the Town of Townsend Charter ("Charter") and to Chapter 41, Section 108N of the Massachusetts General Laws, and entered into effective the 20TH day of April 2022, by and between the Town of Townsend, Commonwealth of Massachusetts, a municipal corporation, hereinafter call the "Town," acting by and through its Board of Selectmen, hereinafter called the "Board," and R. Eric Slagle, hereinafter "Mr. Slagle" or the "Town Administrator," provide as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Mr. Slagle as the Town Administrator for the Town of Townsend pursuant to the Town of Townsend Charter; and

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws, may contract with the Town Administrator for such services; and

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Town Administrator; and

WHEREAS, it is the desire of the Board to:

1. Retain the services of the Town Administrator and to provide inducement for him to remain in such employment;
2. Make possible full work productivity by assuring the Town Administrator's motivation;
3. Provide a just means for terminating Administrator's services, if necessary; and

WHEREAS, Mr. Slagle agrees to serve as Town Administrator of said Town.

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

Section I: Functions and Duties of the Town Administrator.

The Town hereby offers to employ Mr. Slagle as the Town Administrator of the Town, and the Town Administrator accepts said offer. Mr. Slagle shall perform the duties authorized by a Town Administrator as are enumerated in the Town Charter and bylaws, Massachusetts General Laws, the Selectmen's Operating Policies, a copy of each which are attached hereto and made a part of this agreement by reference, and such other duties as the Board of Selectmen shall from time to time assign.

The Town Administrator shall perform said duties in a competent and efficient manner. At all times in performing his duties, the Town Administrator shall abide by the requirements of the

Town's Charter, bylaws, rules, regulations and policies, as well as those imposed by law, including but not limited to G.L. c. 268A.

Section II: Term.

This Agreement shall be for a term effective May 16, 2022 and continue until May 15, 2025. If the Board does not intend to renew the Town Administrator's appointment and this Agreement, it shall provide the Town Administrator written notice of its intent on or before November 15, 2024. If the Town Administrator does not wish to renew his contract, he shall advise the Board in writing on or before November 15, 2024.

If the contract is renewed the parties shall negotiate any changes by April 15, 2025. If no changes are negotiated then the provisions of this contract shall remain unchanged for the fiscal year beginning July 1, 2025.

Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Town Administrator at any time, for cause, subject to the provisions of Section III below.

It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal, require a hearing, or trigger the removal procedures required by the Charter.

Section III: Termination.

- A. The Town Administrator may be removed by the Selectmen in accordance with the procedures set forth in the Charter.
- B. In the event the Town Administrator is terminated in accordance with the Charter for just cause, gross negligence, willful misconduct, willful dereliction of duty, embezzlement, fraud against the Town, or conviction of a felonious act in office, the Town shall have no obligation to pay the severance provided for in Section IV of this agreement. The Town shall similarly have no obligation to pay any such severance in the event of a non-renewal.
- C. In the event that the Board wishes to voluntarily terminate this agreement prior to its expiration of the term of this agreement, the Board shall do so only after providing the Town Administrator with sixty (60) days written notice in advance, unless the parties agree otherwise. A copy of this notice shall be filed with the Town Administrator and the Town Clerk. If such a voluntary termination is sought by the Board, the Town agrees that it shall pay the Town Administrator the severance provided for in Section IV of this agreement.
- D. In the event that the Town Administrator wishes to voluntarily terminate his position with the Town before the expiration of the term of this Agreement, the Town Administrator shall give the Town sixty (60) days written notice in advance, unless the parties agree

otherwise. A copy of the resignation shall be filed with the Chair of the Board and the Town Clerk.

- E. The Board and the Town Administrator may terminate this Agreement by mutual agreement.

Section IV: Severance.

- A. Except where the removal is for cause and pursuant to the Charter, if this Agreement is voluntarily terminated by the Board prior to the expiration of the term of this Agreement the Town agrees that it shall pay to the Town Administrator severance of four (4) months of salary, as well as unused vacation time. This section shall survive the term of this Agreement.
- B. The acceptance by the Town Administrator of the severance benefits provided under this Agreement shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, that the Town Administrator may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities.

Section V: Salary.

- A. The Town agrees to pay the Town Administrator for services rendered under this Agreement an annual base salary in the amount of \$125,000, payable in equal installments. Said amount shall be paid consistent with the Town's normal payroll procedures and subject to applicable withholdings and deductions. The base salary provided by this Section V.A shall be paid effective May 16, 2022. Such salary shall stay in effect through June 30, 2022.
- B. Effective July 1, 2022, the Town agrees to pay the Town Administrator for services rendered under this Agreement an annual base salary in the amount of \$128,000. Said amount shall be paid consistent with the Town's normal payroll procedures and subject to applicable withholdings and deductions. Such salary shall stay in effect through June 30, 2023.
- C. Effective July 1, 2023, the Town agrees to pay the Town Administrator for services rendered under this Agreement an annual base salary in the amount of \$131,500. Said amount shall be paid consistent with the Town's normal payroll procedures and subject to applicable withholdings and deductions. Such salary shall stay in effect through June 30, 2024.
- D. Effective July 1, 2024, the Town agrees to pay the Town Administrator for services rendered under this Agreement an annual base salary in the amount of \$135,000. Said amount shall be paid consistent with the Town's normal payroll procedures and subject to

applicable withholdings and deductions. Such salary shall stay in effect through May 15, 2025.

Section VI: Working Time.

It is agreed that the Town Administrator shall be an exempt full-time employee and shall work those hours as may be required to complete the duties of the position. Normal office hours consist of 9:00 AM – 4:00PM, Monday through Friday. The Town Administrator is expected to work said hours, provided however in recognition of the hours outside of normal office hours that the Town Administrator must devote to the business of the Town, the Town Administrator, with notification to the Chair of the Board, may adjust his hours of work at such times as will least adversely impact Town operations.

Unless excused by the Board, the Town Administrator shall participate in all Board meetings, Town Meetings, and all other meetings at which his attendance would be beneficial to the orderly conduct of the Town's business.

Except during the Town Administrator's approved leave, the Town Administrator shall carry a "smart phone" that is compatible with the Town's email and calendar software (presently Microsoft outlook) when he is out of his office. Accordingly, the Town Administrator shall be provided by the Town with a phone and monthly service billed directly to the Town.

Section VII: Benefits and Leave.

A. Vacation. The Town Administrator shall accrue 1.67 vacation days per month for a total of twenty (20) vacation days annually. In the event the Town Administrator desires to take vacation in excess of that accrued, he may borrow vacation days in anticipation of his vacation accrual, provided that if the Town Administrator separates from service with a deficit in vacation days, said deficit shall be deducted from his final paychecks. For the period from May 16, 2022 through June 30, 2022, the Town Administrator shall be granted three (3) days of vacation leave. Unused vacation leave may be carried over from one fiscal year to the next up to a maximum of ten (10) days. With a vote of the Board of Selectmen, an additional ten (10) days may be carried over from one fiscal year to the next. Unused vacation leave will be paid by the Town in the event of the Town Administrator's termination for any reason.

Regardless of vacation credited, the Town Administrator may not take more than two (2) weeks' vacation consecutively without obtaining the prior approval of the Board. The Town Administrator shall provide reasonable written notice to the Board of any planned use of vacation time exceeding three (3) days.

B. The Town Administrator shall be granted fifteen (15) sick days per fiscal year. Unused sick days may be accumulated from year to year up to a maximum of one hundred fifty (150) days. Upon the execution of this Agreement, the Town Administrator shall also be credited by the Town with ten (10) days sick leave in his or her sick leave account. The Town Administrator is not entitled to sick leave buyback. The Town Administrator shall

not be paid for any unused sick leave at the time of his separation from Town service for any reason.

- C. The Town Administrator shall be granted three (3) days personal leave at the beginning of each fiscal year. The Town Administrator will receive three (3) days of personal leave for the period from May 16, 2022 through June 30, 2022 (Fiscal Year 2022). Unused personal leave shall not be carried over beyond the end of a given fiscal year. The Town Administrator shall not be paid for any unused personal leave at the time of his separation from Town service for any reason.
- D. Bereavement and Holiday Leave. The Town Administrator shall be entitled to the same bereavement and holiday leave afforded to non-union department heads in accordance with the Town's Personnel Policies and Procedures.
- E. Insurance Benefits. The Board agrees to provide health, vision, and dental insurance benefits to the Town Administrator in a manner consistent with those available to non-union department head employees.
- F. The Town Administrator shall have the opportunity to participate in any life, disability, or other, insurance program offered to Town employees in a manner consistent with that available to non-union department heads.
- G. In the event that the Town Administrator serves as a juror in a federal court or in the Courts of the Commonwealth, he shall receive from the Town his full pay for the extent of his service less any payments made for jury duty.
- H. Automobile. The Town Administrator's duties require that he or she be on duty and available 24 hours a day, 7 days each week. Accordingly, the Town Administrator shall receive a monthly vehicle stipend of \$400.00 paid only for time present in Town Hall and not for weeklong vacations, extended sick time or as part of a severance package.

Section VIII: Expenses and Professional Development.

- A. The Town agrees to budget and to pay, subject to Town Meeting appropriation, the professional dues and subscriptions for the Town Administrator which are necessary for his membership in the following: The Massachusetts Municipal Managers Association (MMMA), the American Planning Association (APA), International City Management Association (I.C.M.A.), American Society for Public Administration (A.S.P.A.), the Small Town Administrators of Massachusetts (STAM), and the Massachusetts Municipal Association (MMA).
- B. Following written notice to the Board, the Town agrees to budget up to \$3000 each fiscal year, subject to appropriation, for the registration, travel, except mileage reimbursements, and subsistence expenses of the Town Administrator for participation in a professional conference(s), within the contiguous United States. Additionally, and within the budgeted

amount, the Town agrees to reimburse the Town Administrator for expenses relating to his attendance at meetings of appropriate professional organizations within Massachusetts, including, but not limited to, meetings of the MMA and MMMA. Time spent at such meetings and conferences shall not be deducted from his vacation leave and shall be considered professional development leave.

- C. The Town agrees to reimburse the Town Administrator for any expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events.
- D. The Town shall bear the full cost of any fidelity or other bonds required of the Town Administrator.
- E. If the Town Administrator leaves the employment of the Town and subsequently serves as a witness, he shall be paid for each day, or part thereof, of preparation and attendance at the trial on a per diem basis based on a rate of 1/260 of his base salary at the time of his separation from employment with the Town; provided however, the trial is not in connection with a lawsuit filed by the Town against the Town Administrator or filed by the Town Administrator against the Town. This section shall survive the term of this Agreement.

Section IX: Communication.

- A. The Board shall refer promptly to the Town Administrator for his consideration and recommendation on any criticisms, complaints and suggestions which come to its attention regarding the Town Administrator or his job performance; provided doing so would not, in the Board's judgment, inhibit the Board's ability to investigate any complaint. The Board shall encourage its individual members to inform promptly the Town Administrator of any such criticisms, complaints and suggestions which are brought to them individually; provided doing so would not, in the Board or individual's judgment, inhibit the Board's ability to investigate any complaint. The Town Administrator shall refer promptly to the Board any such criticisms, complaints and suggestions which come to his attention. The parties recognize the importance of informing each other of any such criticisms, complaints, or suggestions in a timely fashion so that each party may consider, address and attempt to resolve or incorporate them.
- B. Except for the purpose of inquiry, the Board and its members shall deal with the administration of day-to-day municipal operations solely through the Town Administrator, and neither the Board nor any member thereof shall give orders to any subordinates of the Town Administrator, either publicly or privately.

Section X. Town Administrator Evaluation.

In the fourth quarter of each fiscal year, the Board shall review and evaluate the performance of the Town Administrator in accordance with mutually acceptable goals and objectives defined below. The Board shall provide the Town Administrator with a written summary of its evaluation. Before the written evaluation is made a part of the Town Administrator's personnel file, he shall be given the opportunity to discuss the evaluation with the Board, and he may attach written comments thereto. All meetings by the Board concerning the Town Administrator's performance evaluation shall be done in open session in accordance with G.L. c. 30A, unless the discussion will relate to exceptions listed in section 21(a), and the written evaluation shall be considered a public record.

Annually, between June 1 and July 31, the Board of Selectmen and the Town Administrator shall define measurable goals and performance objectives which they determine necessary for the proper operation of the Town, and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various objectives. The goals and objectives shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year. The Town Administrator shall prepare in writing and submit for the Board's approval such goals and objectives, which shall be signed by both parties and shall be attached to and become a part of this Agreement.

The Board and the Town Administrator will work together to develop an evaluation document(s) to be used for the evaluation of the Town Administrator.

Section XI: Indemnification.

To the extent permitted pursuant to G.L. c. 258, the Town shall defend, hold harmless and indemnify the Town Administrator from personal financial loss and expense including reasonable attorneys' fees arising out of any claim, demand, suit, civil rights claim or other legal action, arising out of an alleged act or omission occurring in the performance of the Town Administrator's duties. This section shall survive the term of this Agreement.

The Town shall not be required to indemnify or hold harmless the Town Administrator for an intentional violation of the civil rights of any person or if he acted in a grossly negligent, willful or malicious manner. The Town shall not be required to indemnify or pay legal expenses or costs incurred for any proceeding, hearing or appeal related to any action brought by either party to enforce this agreement.

Section XII. No reduction in compensation or benefits.

The Town shall not at any time during the term of the Agreement, reduce the salary, compensation or other benefits of the Town Administrator except in accordance with the provisions of this Agreement or by mutual agreement between the Board and the Town Administrator.

Section XIII: Other Terms and Conditions of Employment.

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Administrator as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Administrator, except as otherwise provided in this Agreement.
- B. This Agreement shall prevail over any conflicting personnel provisions of the Town Personnel Policies and Procedures or Rules or Regulations.

Section XIV: 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:

- 1. TOWN: Chair of the Board of Selectmen
Office of the Selectmen
Town of Townsend
272 Main St, Townsend, MA 01469
- 2. TOWN ADMINISTRATOR: R. Eric Slagle
3 Lincoln St.
Melrose, MA 02176

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

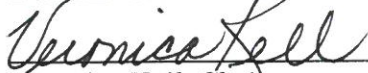
Section XV: General Provisions.

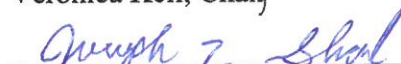
- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees and personal representatives of the Town Administrator.
- C. In the event the membership of the Board changes during the term of this Agreement, the terms and conditions contained herein shall remain in effect.
- D. If any provision, or any portion thereof, contained in this Agreement is held 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.

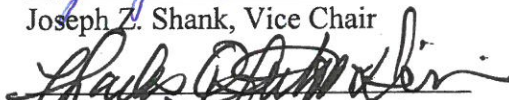
- E. This Agreement may not be modified, altered, or changed except by mutual agreement of the parties contained in a written instrument signed by both parties.
- F. For the purposes of the Fair Labor Standards Act, 29 U.S. C., Section 201, *et seq.*, the Town Administrator shall be a salaried, exempt executive employee.
- G. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- H. This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy thereof shall be deemed an original.
- I. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of laws of such state. All disputes arising under or out of this Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Town of Townsend, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and the Town Administrator has signed and executed this Agreement, both in duplicate.

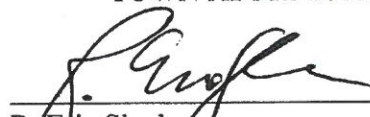
TOWN OF TOWNSEND
BOARD OF SELECTMEN


Veronica Kell, Chair


Joseph Z. Shank, Vice Chair

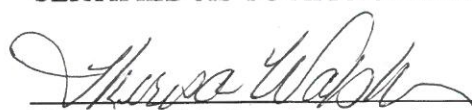

Charles Sexton-Diranian, Clerk

TOWN ADMINISTRATOR


R. Eric Slagle

DATE: 4/20/2022

CERTIFIED AS TO APPROPRIATION:


Theresa Walsh, Interim Town Accountant

