



TOWN OF HUBBARDSTON EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 1 day of February, 2021 pursuant to M.G.L. Chapter 41, §108N, by and between the Town of Hubbardston, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter called the "Town" acting by and through its Select Board, hereinafter called the "Board" and Ryan M. McLane of Dunstable, Massachusetts, hereinafter called "McLane", as follows:

WITNESSETH:

WHEREAS, the Town desires to continue to employ the services of said McLane as Town Administrator of the Town of Hubbardston;

WHEREAS, McLane is a person with executive and administrative qualifications, and especially fitted by education, training and experience to perform the duties of Town Administrator, pursuant to Article 3, § 3(2) of the Town Charter; and

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

WHEREAS, it is the desire of the Board to retain the services of McLane, and to provide inducement for him to remain in such employment; and

WHEREAS, McLane agrees to continue employment as Town Administrator of said Town.

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

1. Functions and Duties.

The Town hereby offers to employ said McLane as Town Administrator of said Town and McLane accepts said offer. McLane shall perform the duties pursuant to Article 3, § 4(3-4-1 through 3-4-12) of the Town Charter, under the supervision of the Select Board, and in the Town Administrator job description attached hereto. (Addendum A)

2. Terms of this Agreement

This Agreement shall be effective on February 21, 2021 and shall remain in full force and effect until February 20th, 2024.

- a) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of McLane at any time, subject to the provisions as set forth herein and pursuant to the Article 3, § 3(3-3-1) of the Town Charter.
- b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of McLane to resign from his position with the Town at any time, subject only to the provisions set forth herein.
- c) McLane agrees to remain in the employ of the Town for a period of three (3) years until February 20, 2024

3. Performance

McLane agrees to devote his time, skill and attention to his employment as Town Administrator, and to perform his duties in an efficient, trustworthy and businesslike manner, all in the best interests of the Town. As a professional employee, McLane shall spend those hours that are necessary and reasonably required for the proper functioning of the administrative processes and operations of the Town, all encompassed within his duties and responsibilities, and without additional compensation beyond the salary and benefits referenced in this Agreement. As such, it is understood that the Administrator is considered an exempt employee under the Fair Labor Standards Act, and shall devote such evening hours as are necessary for the proper performance of his duties including attendance at various committee, department, and Town Meetings.

4. Compensation

McLane shall continue his employment on February 21, 2021 to June 30, 2021 at the salary of \$93,451 as appropriated for Fiscal Year 21. This salary is payable in installments at the same time as other employees of the town. The following increases shall be granted in the remaining contract years:

- a) On July 1, 2021, subject to appropriation, McLane will receive a base salary increase equal to N4 on the town's approved FY2022 Classification and Wage Plan. This is contingent on McLane receiving a rating of "meets expectations" in his annual evaluation. This salary shall be no less than \$99,431 for FY22. McLane shall also receive a one-time merit bonus payment of 1.5% of his FY22 base salary if he "exceeds" expectations in his annual evaluation.
- b) On July 1, 2022, subject to appropriation, McLane will receive a base salary increase equal to N5 on the town's approved FY2022 Classification and Wage Plan. This is contingent on McLane receiving a rating of "meets expectations" in his annual evaluation. This salary shall be no less than \$101,415. McLane shall also receive a one-time merit bonus payment of 1.5% of his base salary for FY23 if he "exceeds" expectations in his annual evaluation.
- c) On July 1, 2023, subject to appropriation, McLane will receive a base salary increase equal to N6 on the town's approved FY2022 Classification and Wage Plan. This is contingent on McLane receiving a rating of "meets expectations" in his annual evaluation. This salary shall be no less than \$103,440. McLane shall also receive a one-time merit bonus payment of 1.5% of his base salary for FY24 if he "exceeds" expectations in his annual evaluation.
- d) McLane shall be evaluated by the Board on or about his anniversary date. McLane's "anniversary date" shall be February 21, 2021.

5. Evaluation

McLane's performance shall be reviewed and evaluated on an annual basis by the Board. All reviews and evaluations shall be in accordance with specific criteria developed jointly by the Board and McLane. The Board shall have an annual public performance review of McLane on or around his anniversary date of February 21. McLane shall notify the Board by the first week in January of each year that the review and evaluation are due.

Prior to conducting a public performance review of McLane, each member of the Board shall meet individually with McLane to discuss his performance, based on the criteria agreed to by the Select Board and McLane the prior year. The Chairman of the Board shall provide McLane with a summary written statement of the findings of the Board and provide adequate opportunity for McLane to discuss his evaluation with Board. McLane shall also have the right to provide a written response to the evaluation. A copy of the evaluation shall be made a part of McLane's personnel file along with any written response made by McLane.

In effecting the provisions of this Section, the Board and McLane agree to abide by the provisions of applicable law. Furthermore, the parties recognize the importance of this process and that said

process should not be delayed. If the Board fails to complete the evaluation process by the end of any given fiscal year and subsequently determines that a merit increase is warranted for McLane, said increase would be retroactive to July 1st.

6. Benefits

The following benefits shall be provided to McLane during the term of this Agreement:

- a) **Health Insurance**
McLane agrees to not subscribe to the Town's health plan for the duration of this contract in exchange for compensation considerations outlined in section 4.
- b) **Retirement Plan**
McLane shall be eligible to participate in the Worcester Regional Retirement System as provided to other employees of the Town.
- c) **Paid Holidays**
McLane shall be eligible for paid holidays as outlined in the Hubbardston Personnel Policies.
- d) **Bereavement Leave**
McLane shall be eligible for paid holidays as outlined in the Hubbardston Personnel Policies.
- e) **Vacation Leave**
McLane shall retain all unused vacation leave accrued in FY21 for use prior to July 1, 2021. In each fiscal year of this contract beginning July 1, 2021, McLane shall receive 160 hours of vacation leave. McLane shall be allowed to carry one week of unused vacation into a subsequent fiscal year with written permission of the Select Board.
- f) **Personal Days**
McLane shall be eligible for Personal Days as outlined in the Hubbardston Personnel Policies.
- g) **Sick Leave**
McLane shall retain all accrued sick leave (unused) prior to this contract. McLane shall be eligible for Sick Leave as outlined in the Hubbardston Personnel Policies; however, his accruals shall not exceed 50 days. McLane shall not be eligible for sick leave buy-back at the time of his separation from employment with the Town.

h) **Short-term Disability**

The town agrees to purchase a short-term disability policy in an amount and type to be determined for the duration of this contract.

7. Termination of Employment

a) **For Just Cause**

In the event that McLane becomes permanently disabled preventing him from fulfilling the duties, responsibilities, and essential functions of his position, the Board shall have the right to terminate this Agreement. Prior to the Board taking such action they shall provide McLane with notice and an opportunity to be heard pursuant to G.L. c. 30A, § 21(a)(l). If the cause for termination is other than McLane being unable to fulfill the duties, responsibilities, and essential functions of his position, the Board shall provide a written notice to McLane with the reasons for his proposed termination. The Board shall provide McLane with an opportunity to be heard pursuant to G.L. c. 30A, § 21 (a) (l). Should the Board decide to terminate McLane for just cause as outlined in this Section 7(A), any accrued vacation time and/or sick time due and owing at the time of termination shall be paid, if the termination results from permanent disability. If the termination for just cause is for reasons other than permanent disability, then payment will be made only for accrued vacation.

b) **Termination Without Just Cause**

The Board may terminate this Agreement at any time for any reason, without just cause, in which case, McLane shall be paid through the balance of the Contract term, but for not more than one hundred eighty (180) calendar days.

8. Resignation

McLane shall be required to provide the Board with a minimum of six (6) weeks' notice should he choose to resign his employment. Any benefits accrued and owed will be paid as of the effective date of the resignation provided said six (6) weeks' notice is given to the Town. Otherwise, said accrued benefits will not be paid to McLane.

9. Renewal of Non-Appointment

Should the Board decide to renew or extend this Employment Agreement with McLane, the Board shall provide McLane with a minimum of three (3) months' notice prior to the expiration date so that the terms of a successor Agreement can be agreed upon to commence February 21, 2024. Similarly, the Board shall provide McLane with three (3) months' notice should the Board decide not to reappoint McLane, said notice to be provided in writing on or before February 4, 2021. A non-reappointment of McLane shall not be considered a termination under Section 7.

Should the Board decide to renew or extend this Agreement and should the Board and McLane be unable to agree on the terms of a new Agreement by February 21, 2024, then this Agreement shall continue under its existing terms and conditions, month-by-month, for a maximum period of three (3) months. If during said three (3) month continuation period, the Board and McLane are still unable to agree on the terms for a new Agreement, then the employment relationship shall cease upon thirty (30) days written notice by either party to the other, thus terminating the employment relationship no later than the end of the fourth (4th) month following expiration of the original Agreement, i.e., no later than June 4, 2024. Any benefits accrued and owing will be paid to McLane at that time.

10. Dues and Professional Development

Subject to prior approval of the Selectmen, and subject to the appropriation, McLane shall be reimbursed up to a maximum of \$2,000 annually for professional memberships, subscriptions, conferences, and other related expenses including but not limited to registration fees, travel, and subsistence expenses for attendance of, ICMA Conferences, Massachusetts Municipal Association meetings and conferences, and the Massachusetts Municipal Managers' Association meetings and conferences.

11. Indemnification

To the extent permitted by law, the Town shall defend, save harmless and indemnify McLane 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 his duties as Town Administrator, even if said claim has been made following her termination from employment, provided that McLane acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon, except in no case will individual-board members be considered personally liable for any demands, claims, suits, actions, and legal proceedings. 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 McLane. The Town shall reimburse McLane for any attorneys' fees and costs incurred by McLane in connection with such claims or suits involving McLane in his professional capacity. This section shall survive the termination of this Agreement. Willful torts and criminal acts by McLane are exempted and are not indemnified by the Town. Additionally, McLane shall not be indemnified for any fees or costs attributable to disciplinary proceedings brought by the Select Board under the termination provisions of this contract and/or the Town Charter.

12. Vehicle.

The Town shall provide McLane with access to the Town's gasoline pump for the purpose of compensating McLane for the use of his private vehicle to conduct Town business.

13. Cell Phone.

Subject to appropriation, McLane shall be paid a stipend of \$50 per month for using his personal phone to conduct town business.

14. Subject to Appropriation

Any part of this Agreement that authorizes the expenditure of funds is subject to annual appropriation by Town Meeting.

15. Entire Agreement.

This Agreement embodies the whole Agreement between the Board and McLane, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained in this Agreement and the Town of Hubbardston Personnel Policies and Procedures. This Agreement may not be changed except in writing and signed by both parties.

16. Invalidity.

If any paragraph or part of this Agreement is determined to be invalid, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

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

FOR THE TOWN OF HUBBARDSTON:

Dan Galante, Chair, Select Board:

DocuSigned by:
Dan Galante
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Ryan McLane, Town Administrator:

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Ryan McLane
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