

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of February, 2018, by and between the TOWN OF HUBBARDSTON, COMMONWEALTH OF MASSACHUSETTS, a municipal corporation ("Town"), by and through its Board of Selectmen ("Board"), and Mr. Ryan McLane ("Mr. Mc Lane"), is executed pursuant to Massachusetts General Laws, Chapter 41, § 108N and the Town Charter, Article 3, § 3(3).

WITNESSETH

WHEREAS, Mr. 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, as such, the Board desires to employ Mr. McLane as the Town Administrator; and

WHEREAS, Mr. McLane desires to accept employment as Town Administrator;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

### Section 1. Duties.

(a) The Town hereby agrees to employ Mr. McLane as Town Administrator to perform the functions and duties of Town Administrator, as set forth in Article 3, § 3 and 4 of the Town Charter, under the supervision and direction of the Board, for a term of February 20, 2018, through February 19, 2021.

### Section 2. Term of Agreement.

(a) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Mr. McLane at any time, subject to the provisions as set forth herein and pursuant to the Article 3, § 3-3-1 (1) of the Town Charter.

- (b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Mr. McLane to resign from his position with the Town at any time, subject only to the provisions set forth herein.
- (c) Mr. McLane agrees that his first date of employment will be February 20, 2018.
- (d) Mr. McLane agrees to remain in the employ of the Town for a period of three (3) years until February 19, 2021

### Section 3. Performance

(a) Mr. 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, Mr. 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.

### Section 4. Salary

(a) Mr. McLane shall commence his employment with the Town on February 20, 2018. Subject to appropriation, Mr. McLane shall be paid a salary of \$85,000.00 which is payable in installments at the same time as other employees of the Town are paid.

(b) Upon the completion of the six (6) month probationary period, a satisfactory performance review by the Board, and subject to Town Meeting appropriation, Mr. McLane shall be paid a salary of \$88,000.00 from the date of his satisfactory review, through June 30, 2019, payable in installments at the same time as other employees of the Town are paid.

(c) Effective July 1, 2019, Mr. McLane will receive a salary increase equal to that provided to other employees of the Town. The salary increase is conditioned upon Mr. McLane receiving a performance evaluation that "meets expectations". If as a result of the performance evaluation Mr. McLane's performance is deemed to have "Exceeded Expectations", he may be paid an additional increase of 1.5%, as determined warranted by the Board, and subject to appropriation, which is payable in installments at the same time as other employees of the Town are paid.

(d) Effective July 1, 2020, Mr. McLane will receive a salary increase equal to that provided to other employees of the Town. The salary increase is conditioned upon Mr. McLane receiving a performance evaluation that "meets expectations". If as a result of the performance evaluation Mr. McLane's performance is deemed to have "Exceeded Expectations", he may be paid an additional increase of 1.5%, as determined warranted by the Board, and subject to appropriation, which is payable in installments at the same time as other employees of the Town are paid.

(e) Mr. McLane shall be evaluated by the Board on or about his anniversary date.

(f) Mr. McLane's "anniversary date" shall be the month and calendar day he commences his employment with the Town.

#### Section 5. Evaluation.

(a) Mr. 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 Mr. McLane. The Board shall have an annual public performance review of Mr. McLane at its first meeting of the month in January. Mr. McLane shall notify the Board by the first week in December of each year that the review and evaluation are due by the first meeting in January. Prior to conducting a public performance review of Mr. McLane, each member of the Board shall meet individually with Mr. McLane to discuss his performance, based on the criteria agreed to by the Board of Selectmen and Mr. McLane the prior year. The Chairman of the Board shall provide Mr. McLane with a summary written

statement of the findings of the Board and provide adequate opportunity for Mr. McLane to discuss his evaluation with Board. Mr. 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 Mr. McLane's personnel file along with any written response made by Mr. McLane. In effecting the provisions of this Section, the Board and Mr. 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 Mr. McLane, said increase would be retroactive to July 1st.

#### Section 6. Benefits.

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

1. Health Insurance: Mr. McLane commits that he shall not request nor accept health insurance under the Town sponsored plan for the duration of this contract. He shall annually provide proof of that he is covered by a qualified health insurance plan provided by a private or other governmental unit as proscribed by state statute
2. Military Leave: Annually Mr. McLane shall be eligible up to five days of military leave time to offset a like amount of active duty service occasioned by his National Guard enlistment. The Town and Mr. McLane commit to working jointly on a comprehensive Town military leave policy by December 31, 2018.
3. Cell Phone Usage: Mr. McLane shall be reimbursed \$50.00 per month for the use of his private cell phone for Town business
4. Retirement Plan. Mr. McLane shall be eligible to participate in the Worcester Regional Retirement System as provided to other employees of the Town.
5. Paid Holidays. Mr. McLane shall be eligible for the following paid holidays as set

forth in the Town's Personnel Policies and Procedures: New Years' Day, Martin Luther King, Jr. Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

6. Bereavement Leave. Mr. McLane shall be eligible for Bereavement Leave as provided to non-union employees of the Town in the Town's Personnel Policies and Procedures.
7. Vacation Leave. Commencing with the date of his employment, Mr. McLane shall be provided with ten (10) days of paid vacation, to be scheduled with the approval of the Board so as to least interfere with the efficient operation of the administrative process and operations of the Town. These days will be available to him until June 30, 2018 when he will receive an additional 20 days per fiscal year. Mr. McLane shall be allowed to "carry over" no more than ten (10) accrued, but unused vacation days in any given fiscal year.
8. Personal Leave. Mr. McLane shall be eligible to use two (2) paid personal leave days from the date of his appointment through June 30, 2018. In each subsequent fiscal year, Mr. McLane shall be allowed three (3) paid personal leave days, to be used, except in emergencies, at a time which will least interfere with the efficient operation of the administrative process and operations of the Town.
9. Sick Leave. Commencing with the date of his employment, Mr. McLane shall be provided with twenty (20) days of sick leave Mr. McLane shall be entitled to the use of those days for legitimate illness or injury from the date of his appointment through June 30, 2018. In each subsequent fiscal year, Mr. McLane shall accrue twelve (12) days of paid sick leave which days may accumulate from year to year to an amount not to exceed 50 days. The Town shall also purchase for him a short term disability policy in an amount and type to be determined. Mr. McLane shall not be eligible for sick leave buy-back at the time of his separation from employment with the Town

Section 7. Termination of Employment.

- (a) For Just Cause. In the event that Mr. 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 Mr. McLane with notice and an opportunity to be heard pursuant to G.L. c. 30A, § 21(a)(l) and in accordance with the provisions of the Americans with Disabilities Act.

If the cause for termination is other than Mr. McLane being unable to fulfill the duties, responsibilities, and essential functions of his position, the Board shall provide a written notice to Mr. McLane with the reasons for his proposed termination. The Board shall provide Mr. McLane with an opportunity to be heard pursuant to G.L. c. 30A, § 21 (a) (l). Should the Board decide to terminate Mr. 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, Mr. McLane shall be paid through the balance of the Contract term, but for not more than one hundred twenty (120) calendar days. In addition, Mr. McLane's health insurance coverage, if he is a subscriber to the Town's plan, shall continue through the balance of the Contract term, provided he continues to pay his premium share, but for not more than one hundred twenty (120) days. Thereafter, Mr. McLane may elect to remain a subscriber the Town's health plan pursuant to COBRA.

Section 8. Resignation.

Mr. 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 Mr. McLane other than accrued but unused vacation days

#### Section 9. Renewal and Non-Reappointment.

(a) Should the Board decide to renew or extend this Employment Agreement with Mr. McLane, the Board shall provide Mr. 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 20, 2021.

(b) Similarly, the Board shall provide Mr. McLane with three (3) months' notice should the Board decide not to reappoint Mr. McLane, said notice to be provided in writing on or before November 20, 2020. A non-reappointment of Mr. McLane shall not be considered a termination under Section 7, above.

(c) Should the Board decide to renew or extend this Agreement and should the Board and Mr. McLane be unable to agree on the terms of a new Agreement by February 19, 2021, 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 Mr. 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 20, 2021. Any benefits accrued and owing will be paid to Mr. McLane at that time.

#### Section 10. Dues and Professional Development.

(a) Subject to prior approval of the Selectmen, and subject to the appropriation, Mr. 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.

#### Section 11. Indemnification.

(a) To the extent provided by law, the Town shall defend, save harmless and indemnify Mr. 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 his termination from employment, provided that Mr. 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 Mr. McLane. The Town shall reimburse Mr. McLane for any attorneys' fees and costs incurred by Mr. McLane in connection with such claims or suits involving Mr. McLane in his professional capacity. This section shall survive the termination of this Agreement. Willful torts and criminal acts by Mr. McLane are exempted and are not indemnified by the Town. Additionally, Mr. McLane shall not be indemnified for any fees or costs attributable to disciplinary proceedings brought by the Board of Selectmen under the termination provisions of this contract and/or the Town Charter.

#### Section 12 General Provisions

(a) This agreement shall constitute the entire agreement between the parties.

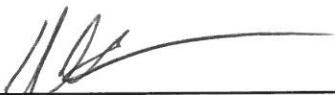


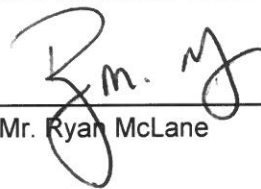
(b) If any provision, or any portion thereof contained within this Agreement is held invalid or unenforceable by a Court or agency of competent jurisdiction, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.


IN WITNESS WHEREOF, the Town has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and Mr. McLane has signed and executed this Agreement on the execution date below.

TOWN OF HUBBARDSTON

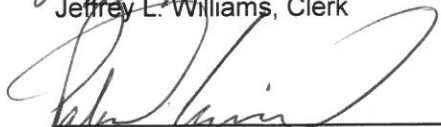
MR. RYAN MC LANE

  
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Daniel S. Galante, Chairman      2/5/18  
Date

  
\_\_\_\_\_  
Mr. Ryan McLane      20 FEB 2018  
Date

  
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Dr. Michael S. Stauder, Vice Chairman      2-5-18  
Date

  
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Jeffrey L. Williams, Clerk      2-5-18  
Date

  
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Patrick R. Girouard      2-5-18  
Date

  
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Richard Haddad      2-5-18  
Date