

Employment Agreement  
Between  
Town of Mansfield  
And  
William R. Ross, Town Manager

This agreement, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 4<sup>th</sup> day of February, 2015, by and between the Town of Mansfield, Commonwealth of Massachusetts, a municipal corporation, hereinafter called "Town", acting by and through its Board of Selectmen, hereinafter called "Board", and William R. Ross, hereinafter called "Town Manager", as follows:

**WITNESSETH:**

Whereas, the Town desires to employ the services of William R. Ross as Town Manager of the Town;

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

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

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

Whereas, William R. Ross agrees to accept employment as Town Manager 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 Manager.**

The Town hereby agrees to employ William R. Ross as Town Manager of said Town, and the Town Manager accepts such offer. The Town Manager shall be the Chief Executive and Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in the Town Charter and such duties as the Board shall from time to time legally assign to him or her. The Town Manager shall also serve as the Manager of the Mansfield Electric Utility and perform such duties as are legally assigned to the Manager of the Mansfield Electric Utility.

**Section II, Term.**

This agreement shall become effective January 18, 2016, and shall be in full force and effect until January 17, 2019. The agreement shall be for a term of three years, subject to Section XIV, and shall be binding on the Town in each year of its duration.

### **Section III, Termination and Severance Pay.**

- a. The Board may terminate the Town Manager in accordance with Article 9, Section 7 of the Mansfield Home Rule Charter.
- b. In the event the Town Manager is removed from office by the Board for cause as provided for in the Home Rule Charter of the Town prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Manager severance payments of salary and benefits for six (6) months after such termination; provided, however, that in the event the Town Manager is terminated for the commission of an unlawful act or the knowing acquiescence to an unlawful act, the Town shall have no obligation to pay the severance payments described in this paragraph. For the purposes of this Agreement an "unlawful act" need not necessarily be subject to criminal penalties.
- c. In the event the Town Manager voluntarily terminates his position with the Town before the expiration of the term of this agreement, the Town Manager shall give the Town one (1) months written notice, in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.
- d. Subsection b. shall survive any termination of this Agreement.

### **Section IV, Compensation.**

- a. The Town shall pay the Town Manager for services rendered under this agreement, an annual base salary of \$148,777.22, subject to applicable withholdings and deductions, and payable in installments at the same time as other employees of the Town are paid.
- b. The Town shall also pay an annual stipend of \$10,000 to the Town Manager for his additional duties of Municipal Electric Department Manager. The annual stipend of \$10,000, subject to applicable withholdings and deductions, shall be payable in installments at the same time as other employees of the Town are paid.
- c. The Town may increase the Town Manager's salary and stipends in future fiscal years following an annual performance review by the Selectmen. The Town's obligation to pay compensation to the Town Manager in future fiscal years is subject to appropriation by town meeting.

### **Section V, Town Manager Performance Evaluation.**

- a. The Board shall review and evaluate the Town Manager once each year. Said review and evaluation shall take place within thirty (30) days prior to the anniversary date of the beginning of the Town Manager's term of employment and shall be based on the goals and objectives developed by the Board with the participation of the Town Manager. Further, the Chair of the Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss his evaluation with the Board.

- b. Annually, the Board, with the participation of the Town Manager, shall define the goals and objectives which they determine to be necessary for the proper operation of the Town. The Board shall determine the criteria for the attainment of such goals. This criteria shall be reduced to writing and include a general priority among the various goals and objectives. The goals shall be generally attainable within reasonable time limits specified by the Board or within the limits of the annual operating and capital budgets.

#### **Section VI, Hours of Work.**

- a. The Town Manager shall devote full time and attention to the business of the Town and will not engage in any other business during office hours. The Town Manager shall not engage in any other compensable occupation or profession except with the specific written approval of the Board as provided for in the Home Rule Charter of the Town.
- b. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Manager will be allowed to take reasonable time off during normal office hours as he may deem appropriate.

#### **Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty**

- a. The Town shall provide the Town Manager family medical, hospitalization, dental and life insurance. The Town Manager's contribution, the level of coverage and any other associated benefits shall be consistent with that which is provided to other employees of the Town.
- b. The Town Manager shall be entitled to four (4) weeks of paid vacation leave per contract year. Such vacation leave shall accrue on a prorated monthly basis at a rate of 1.67 days per month. A vacation week shall be defined as five (5) working days. A maximum amount of four (4) weeks of unused vacation may be carried over from one fiscal year to another. Unused vacation time must be used in the fiscal year immediately following the year in which it is earned; otherwise it shall be deemed forfeited. The Town Manager shall not take more than two (2) consecutive weeks of vacation without the express written consent of the Board. The Town Manager shall keep a written record of vacation time earned and used and make it available to the Board upon request.
- c. The Town Manager shall accrue sick leave at a rate of 1.25 days of sick leave for each month of employment. The Town Manager may accumulate unused sick leave days up to a maximum of ninety (90) days. However, the Town Manager shall not be entitled to any compensation for unused sick days at the end of his employment by the Town. The Town Manager shall keep a written record of sick leave earned and used and make it available to the Board upon request.

- d. The Town Manager shall receive leave with pay for each holiday offered to other Administrative Staff of the Town.
- e. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Manager if this agreement is renewed or extended.
- f. Upon the death of the Town Manager's spouse or his children, the Town Manager shall be granted leave of five (5) working days without loss of pay. Upon the death of the Town Manager's mother-in-law, brother, brother-in-law or grandchildren, the Town Manager shall be granted leave of three (3) working days without loss of pay.
- g. The Town Manager shall receive five (5) days of personal leave each contract year.

### **Section VIII, Professional Associations and Conferences.**

Subject to appropriation, the Town shall pay the reasonable expenses of the Town Manager incurred for membership in the I.C.M.A. and the MMMA and participation in the I.C.M.A. Annual Conference, the MMA Annual Conference, and the MMMA Annual Spring and Fall Conferences, and one local civic club. The Town Manager shall obtain advance approval of the Board for any conference held out of State which will be paid as a Town expense.

### **Section IX, Automobile and Other Expenses.**

- a. Subject to appropriation, the Town Manager shall receive \$6,000 per year payable in installments with his salary for automobile expenses. The Town Manager shall use his own, private motor vehicle for all Town business. The Town Manager shall bear all expenses of owning and operating his motor vehicle including, without limitation, fuel, repairs and insurance. Except however, if the Town Manager must travel in excess of one hundred (100) miles in a day for Town business, the Town shall provide him with a Town owned pool car for such travel or reimburse him for such travel at the mileage rates prescribed by the Internal Revenue Service.
- b. Subject to appropriation, the Town Manager shall be reimbursed for any reasonable expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social functions.

### **Section X, Indemnification.**

The Town shall indemnify and hold harmless the Town Manager from personal financial loss and expense, in accordance with the limitation, restrictions and conditions set forth in M.G.L. c. 258, section 9 and M.G.L. c. 258, section 13. This section shall survive the termination of this agreement.

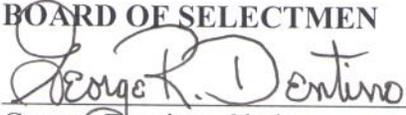


**Section XV, General Provisions.**

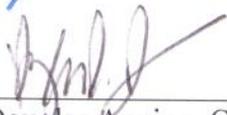
- a. The text herein shall constitute the entire Agreement between the parties.
- b. This agreement shall be binding and inure to the benefit of the heirs and at law and executors of the Town Manager.
- c. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected, and shall remain in full force and effect.
- d. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee."

IN WITNESS WHEREOF, the Town of Mansfield, Massachusetts, has caused this agreement to be signed and executed in its behalf by its Board of Selectmen and the Town Manager has signed and executed this Agreement, both in duplicate. All parties execute this Agreement as a Sealed Instrument.

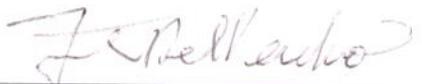
**TOWN OF MANSFIELD  
BOARD OF SELECTMEN**

  
\_\_\_\_\_  
George Dentino, Chair

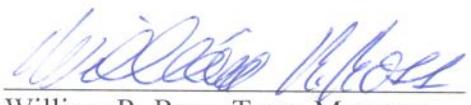
  
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Jess Aptowitz, Vice Chair

  
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Douglas Annino, Clerk

  
\_\_\_\_\_  
Olivier Kozlowski

  
\_\_\_\_\_  
Frank DelVecchio

**TOWN MANAGER**

  
\_\_\_\_\_  
William R. Ross, Town Manager