



## **TOWN OF HOPEDALE**

78 Hopedale Street - P.O. Box 7  
Hopedale, Massachusetts 01747

Tel: 508-634-2203 · Fax: 508-634-2200  
[www.hopedale-ma.gov](http://www.hopedale-ma.gov)

**Select Board**  
Glenda A. Hazard, Chair  
Brian R. Keyes  
Bernard J. Stock

**Town Administrator**  
Jeff Nutting  
Interim Town Administrator

### **EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF HOPEDALE AND MITCHELL RUSCITTI, TOWN ADMINISTRATOR**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 15<sup>th</sup> day of May, 2023, by and between the Town of Hopedale, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Select Board, hereinafter called "Board", and Mitchell Ruscitti, hereinafter called "Town Administrator," as follows:

#### **WITNESSETH**

WHEREAS, the Town desires to employ the services of Mitchell Ruscitti as Town Administrator for the town of Hopedale, and

WHEREAS, the Board, under Chapter 41, Section 108N of the Massachusetts 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 obtain the services of the Town Administrator, and to provide inducement for him to remain in such employment, and

WHEREAS, Mitchell Ruscitti agrees to accept employment 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 appoints Mitchell Ruscitti as Town Administrator of said Town for a term of three (3) years, and the Town Administrator accepts said appointment. The Town Administrator shall be the Administrator Officer of the Town and shall perform the duties specified in the Town Bylaws and such other duties as the Board shall from time to time legally assign to him.

## Section II: Term

This Agreement the Town Administrator's appointment shall become effective June 26, 2023 and shall be in full force and effect until June 30, 2026. The Agreement and appointment shall be for a term of three (3) years, subject to early termination as set forth in Section XIII, and shall be binding on the parties in each year of its duration.

## Section III: Salary

- A. Effective June 26, 2023, the Town agrees to pay the Town Administrator for services rendered under this Agreement an annual base salary of \$135,000, subject to applicable withholdings and deductions payable in installments at the same time as other employees of the Town are paid.
- B. Effective July 1, 2024, the Town agrees to pay the Town Administrator for services rendered under this Agreement an annual base salary of \$140,000, subject to applicable withholdings and deductions, payable in installments at the same time as other employees of the Town are paid.
- C. Effective July 1, 2025, the Town agrees to pay the Town Administrator for services rendered under this Agreement an annual base salary of \$145,000, subject to applicable withholdings and deductions, payable in installments at the same time as other employees of the Town are paid.
- D. If the Town Administrator continues in office after the expiration of this Agreement, and there is no successor Agreement, he shall continue to receive the latest salary under this Section and the same benefits under this Agreement until such time as his salary and benefits shall otherwise be provided for by the Town, or he ceases to be employed by the Town. This subsection shall survive the termination of this Agreement.

## Section IV: Termination and Severance Pay

- A. The Board may terminate the Town Administrator for just cause during the term of this Agreement.

- B. In the event the Town Administrator is terminated by the Town prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Administrator a lump sum cash payment equal to five (5) months aggregate base salary, which The Town agrees to pay the Town Administrator on or before the effective date of termination of his employment provided, however, that in the event the Town Administrator is terminated for just cause in office, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph.
- C. In the event the Town Administrator voluntarily terminates 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 Town Clerk.
- D. Subsection B of this Section shall survive any termination of this Agreement.

#### Section V: Town Administrator Evaluation

- A. The Board and the Town Administrator shall annually, between June and September of each year 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.
- B. Effective 2024, the Board shall review and evaluate the Town Administrator annually between the months of June and September each year. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator. Further, the Chair of the Board shall provide the Town Administrator with a written summary statement of the evaluation findings of Board members and shall provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board. The individual evaluations of Board members shall become part of the Town Administrator's personnel file.

#### Section VI: Hours of Work

- A. The Town Administrator shall devote full-time attention to the business of the Town and shall not engage in any other business during office hours, except with the approval of the Board.
- B. The Town Administrator's duties require that he be available beyond normal business hours in case of an emergency or other pressing matters unless he is

on vacation or otherwise unavailable to respond.

- C. It is recognized that the Town Administrator must devote a great deal of time to the business of the Town outside of normal office hours and, to that end, the Town Administrator will be allowed to take reasonable time off as he deems appropriate during said normal office hours.
- D. The Town Administrator shall be considered an exempt employee under the Fair Labor Standards, and thus not eligible for overtime pay.

**Section VII: Health Insurance, Vacation, Holidays, Sick Leave, Bereavement Leave, Jury Duty and Disability Insurance**

- A. The Town shall provide the Town Administrator with the same choices of health insurance plans as are available to other town employees. The Town shall pay eighty percent (80%) of the premium and the Town Administrator shall pay twenty percent (20%) of the premium, unless the percentage is changed for other town employees, at which point the percentage will change to match the other employees.
- B. The Town Administrator shall be granted four weeks paid vacation per contract year, effective July 1, 2023. A week shall be defined as five eight-hour work days. One week of unused vacation days may be carried over from one fiscal year to another.
- C. The Town Administrator shall be granted twelve (12) sick days per year, accrued at the rate of one day per month. Unused sick days may be accumulated from year to year, up to a maximum of 75 days. Upon his start date, the Town Administrator shall be immediately awarded 12 sick days.
- D. At the expiration of this Agreement, if said Agreement is renewed, any unused vacation days shall be carried over and credited to the Town Administrator under the new Agreement.
- E. The Town Administrator shall receive the following paid holidays:
  - New Year's Day
  - Martin Luther King Day
  - Presidents' Day
  - Patriots' Day
  - Memorial Day
  - Juneteenth (June 19)
  - Independence Day
  - Labor Day
  - Columbus Day

Veterans' Day  
Thanksgiving Day  
½ day the day before Christmas (unless it falls on a Sunday or Monday)  
Christmas Day

Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Sunday, the following Monday shall be observed as the holiday.

- F. In the event of the death of the Town Administrator's spouse or children, the Town Administrator shall be granted five (5) paid working days of bereavement leave. In the event of the death of the Town Administrator's mother, father, mother-in-law, father-in-law, sister, brother sister-in-law, brother-in-law, grandparents or grandchildren, the Town Administrator shall be granted three (3) paid working days of bereavement leave.
- G. The Town Administrator shall be granted three (3) days of personal leave each fiscal year.
- H. In the event that the Town Administrator serves as juror in a federal or state court, he shall receive from the Town the difference between his salary and the compensation received for such jury services, exclusive of any travel or other allowance provided, however, he shall receive his full pay for the first three days of service for the Commonwealth of Massachusetts.
- I. The Town Administrator's attendance at job-related professional conferences, such as those sponsored by the International City Managers' Association or the Massachusetts Municipal Association, shall be considered professional development leave and such time shall not be deducted from his salary or his vacation leave.

#### Section VIII – Professional Development

- A. With prior approval of the Select Board, the Town agrees to pay for the registration, travel and sustenance expenses incurred by the Town Administrator associated with his attendance at short courses, institutes, and seminars necessary for his professional development.
- B. The Town shall pay the Town Administrator's registration fee(s), travel and sustenance expenses associated with his attendance at the Massachusetts Municipal Association annual conference, the Massachusetts Municipal Managers' Association spring and fall conferences, monthly meetings of the Massachusetts Municipal Personnel Association and other meetings deemed

necessary for the benefit of the Town and in furtherance of his professional development.

#### Section IX: Dues and Subscriptions

The Town agrees to pay for the professional dues and subscriptions of the Town Administrator necessary for his membership in the Massachusetts Municipal Managers' Association, the Massachusetts Municipal Personnel Association and any other professional organizations deemed necessary for the benefit of the Town and in furtherance of his professional development.

#### Section X: Expenses

- A. The Town Administrator shall be reimbursed 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.
- B. If the Town Administrator leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings for the benefit of and at the request of the Town, he shall be paid for each day of preparation and attendance on a per diem basis based on his salary at the time of his separation from employment with the Town.
- C. This Section shall survive the termination of this Agreement.

#### Section XI: Indemnification

- A. To the extent permitted by law, the Town shall defend, hold harmless and indemnify the Town Administrator against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged action or omission occurring in the performance of his duties as Town Administrator, even if said claim has been made following the termination of this Agreement, provided that the Town Administrator acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. 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.
- B. The Town shall have the discretion to determine whether or not to assign counsel or reimburse the Town Administrator for attorney's fees and costs in connection with such claims and suits.

C. The provisions of this Section shall not apply to disputes between the Town Administrator and the Town regarding the Town Administrator's employment or concerning any of the terms and conditions of this Agreement.

D. This Section shall survive the termination of this Agreement.

#### Section XII: Bonding

The Town shall bear the full cost of any fidelity or bonds required of the Town Administrator.

#### Section XIII: Non-Renewal of Agreement

A. If the Board decides that it does not wish to renew this Agreement at its expiration, the Board shall give the Town Administrator written notice of its intent at least eight (8) months in advance of the expiration of this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional six-month period.

B. If 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.

#### Section XIV: Other Terms and Conditions of Employment

All provisions of the Laws of the Commonwealth of Massachusetts relating to retirement health insurance and other fringe benefits shall apply to the Town Administrator as the generally apply to other employees of the Town, in addition to benefits enumerated herein specifically for the benefit of the Town Administrator, except as otherwise provided by this Agreement. This Agreement shall prevail over any conflicting personnel provisions of Town Bylaws, Policies, or rules and Regulations.

#### Section XV: No Reduction in Benefits

The Town shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of the Town Administrator, except to the degree that such reduction(s) are applied across-the-board for other employees of the Town.

## **Section XVI: Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage prepaid, addressed as follows:

**Town:**

**Chair of Select Board  
78 Hopedale Street  
Hopedale, MA 01747**

**Town Administrator:**

**Mitchell Ruscitti  
81 Field Pond Road  
Milford, MA 01757**

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such notice with the U.S. Postal Service.

## **Section XVII: General Provisions**

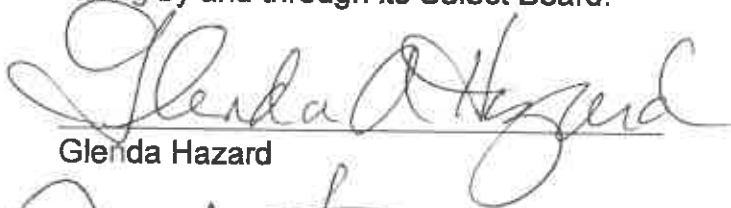
- A. The text herein shall constitute the entire Agreement between the parties.**
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors for the Town Administrator.**
- C. If any provisions, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remaining provisions of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.**
- D. For the purposes of the Fair Labor Standards Act, the Town Administrator shall be deemed an "exempt employee."**



IN WITNESS WHEREOF, the Town of Hopedale, Massachusetts has caused this Agreement to be signed and executed in duplicate in its behalf by its Select Board, the Town Administrator has signed and executed this Agreement in duplicate, and said signatures have been duly attested by the Town Clerk of the Town of Hopedale, Massachusetts.

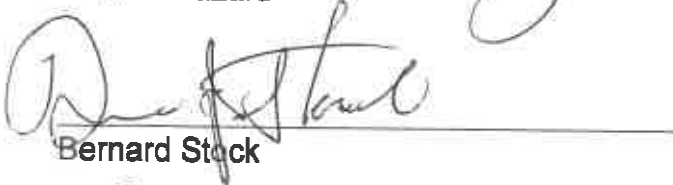
TOWN OF HOPEDALE

Acting by and through its Select Board:

  
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Glenda Hazard

5/15/23  
Date

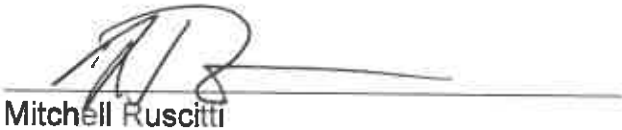
  
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Bernard Stock

  
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Scott Savage

TOWN ADMINISTRATOR

  
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Mitchell Ruscitti

5/15/23  
Date

TOWN CLERK

  
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Lisa M. Pedroni

May 16, 2023  
Date

TOWN COUNSEL

Approved as to Form

  
\_\_\_\_\_

KP Law, P.C.

May 16, 2023  
Date

