

Employment Agreement

**TOWN OF SOUTHBOROUGH
BOARD OF HEALTH**

AND

**TAYLOR WEST
DIRECTOR OF PUBLIC HEALTH**

**Effective July 1, 2024
Through
June 30, 2027**

This Agreement is made and entered into this 4th day of September, 2024 by and between the TOWN OF SOUTHBOROUGH (hereinafter called the "TOWN") a municipal corporation in Worcester County, acting by and through its Board of Health (hereinafter called the "BOH") with no personal liability to the Board's members, and Taylor West, of Southborough, Massachusetts (hereinafter called the "DIRECTOR"), pursuant to Massachusetts General Laws Chapter 111, Section 27.

WHEREAS, the TOWN desires to retain the professional services of the DIRECTOR for the direction and administration of the Department of Public Health (hereinafter called the "DEPARTMENT"); and

WHEREAS, the DIRECTOR is willing to continue to serve as DIRECTOR according to the terms and the conditions of this Agreement;

NOW, THEREFORE, the TOWN and the DIRECTOR hereby agree upon the following terms and conditions.

1. ESSENTIAL DUTIES OF THE DIRECTOR

The Public Health Director shall report to the BOH and perform the duties set forth in the Public Health Director Job Description, which is appended hereto, and which may be amended by the BOH from time to time. The Public Health Director shall be responsible for complying with all applicable state and federal laws and regulations pertaining to public health, and shall work under the Town's by-laws, rules, and regulations. The Public Health Director shall comply with the Commonwealth's Conflict of Interest Law, G.L. c. 268A, and shall maintain confidential information in compliance with law and as contemplated by her position.

2. HOURS OF WORK

- A. The DIRECTOR warrants and agrees to devote that amount of time, effort and service which is necessary for the DIRECTOR to faithfully perform the duties of DIRECTOR.
- B. The DIRECTOR is an exempt employee for the purpose of the Fair Labor Standards Act.
- C. The BOH is required to approve any other employment as to ensure there is no conflict of interest in violation of G.L. c. 268A or conflict with operational needs of the department. The DIRECTOR will notify the BOH via email.
- D. Because of the nature of the position, it is also understood that the DIRECTOR will not be entitled to additional compensation for any hours spent beyond normal office hours. It is recognized that the DIRECTOR must devote a great deal of time outside normal office hours to conduct the business of the Town. The DIRECTOR, therefore, shall be allowed to take compensatory time off and alter the DIRECTOR's schedule as the DIRECTOR deems appropriate during normal office hours, and at such times that will least adversely impact Department operations.

3. INDEMNIFICATION

The TOWN shall defend, save harmless and indemnify the DIRECTOR against any claim, demand or other legal action arising out of an alleged act or omission occurring in the performance of her duties. The TOWN acknowledges that it has accepted Section 13 of M.G.L Ch. 258. Indemnification shall apply to the fullest extent permissible under Section 13 of M.G.L Ch. 258 as to any claim made following the expiration of the term of this Agreement or termination from employment of the DIRECTOR so long as the TOWN would have been otherwise obligated to provide indemnification had the term not expired or the employment not terminated.

The TOWN may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon, as specified above, without recourse to the DIRECTOR who, and as a condition of said indemnification, shall cooperate with the TOWN in all matters relating to said claim.

This provision does not allow indemnification for criminal acts nor willful violation of civil rights, or indemnification which exceeds the permissible bounds of the law.

The Town, or its designee/insurer, shall select the DIRECTOR's attorney and determine if separate counsel is required. The Town shall be responsible to remit payment for any attorneys' fees and costs incurred by the DIRECTOR in connection with such claims or suits involving the DIRECTOR in her professional capacity. Notwithstanding the foregoing, if the DIRECTOR refuses counsel selected by the Town, indemnification may be denied.

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.

This section shall survive the termination of this Agreement.

4. INSURANCE

A. *Health Insurance*

The DIRECTOR shall be eligible for all health and life insurance benefits for which other Town non-collective bargaining unit employees are eligible. The TOWN shall contribute toward the cost of the premium for such insurance benefits at a rate not to exceed the rate it contributes for such Town employees. The DIRECTOR shall be eligible for the insurance Opt Out program as outlined in the Employee Handbook, less any payments already made.

B. *Workers' Compensation*

The DIRECTOR shall be eligible for Workers' Compensation benefits as provided in Chapter 152 of the Massachusetts General Laws.

5. DUES AND SUBSCRIPTIONS

The TOWN agrees to budget and to pay, subject to appropriation, for the reasonable professional dues and subscriptions of the DIRECTOR for her continuation and full participation in national, regional and state associations and organizations necessary and desirable for her continued professional growth and advancement, and for the benefit of the TOWN.

7. PROFESSIONAL DEVELOPMENT

The TOWN recognizes its obligations to the professional development of the DIRECTOR, and agrees that, with BOH approval, which approval shall not be unreasonably withheld, the DIRECTOR shall be given reasonable opportunities to develop her skills and abilities as the DIRECTOR. Accordingly, the DIRECTOR will be allowed, subject to appropriation, to attend training conferences each year without loss of vacation or other leave and will be reimbursed by the TOWN for all reasonable and necessary expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The TOWN also agrees to budget and pay, subject to appropriation, for reasonable and necessary travel and subsistence expense of the DIRECTOR for short courses, institutes, and seminars that, in the DIRECTOR's reasonable judgment, are necessary for her professional development.

8. DEATH DURING EMPLOYMENT

If the DIRECTOR dies during the term of her employment, the TOWN shall pay to the DIRECTOR's estate all the compensation which would otherwise be payable to the DIRECTOR up to the date of the DIRECTOR's death, including accrued, but unused vacation leave.

9. SUSPENSION OR DISCHARGE

Should an administrative investigation be required to investigate allegations of misconduct or otherwise, the BOH may place the DIRECTOR on paid administrative leave, which leave shall not be deemed discipline. If there is an immediate need to place the DIRECTOR on paid administrative leave, the BOH authorizes the Town Administrator to do so, subject to BOH ratification at its next meeting.

The DIRECTOR may be suspended or terminated by the BOH acting on behalf of the Town for just cause during the term of this agreement. The DIRECTOR will be given a written statement of reasons for any contemplated suspension or termination and shall be afforded the opportunity to be heard before the BOH consistent with any applicable provisions of Massachusetts General laws Chapter 30A, Sections 18-25 as amended (the Open Meeting Law).

For purposes of this paragraph, the term "just cause" shall include, but not be limited to the following: incapacity, namely the inability to perform services for a period of six (6) months or longer; inefficiency, namely the inability to complete assignments in a timely manner on a routine basis in accordance with principals of reasonable care; neglect, namely failure to perform the duties of the position in a reasonably competent manner; insubordination or other misconduct.

In the event the DIRECTOR is terminated by the Town prior to the expiration of the term of this agreement, the Town agrees that it shall pay the DIRECTOR a lump sum cash payment equal to three (3) months aggregate salary, which amount shall be paid to the DIRECTOR within five (5) business days of the DIRECTOR's execution of a mutually-agreeable form of a full and complete release of any and all rights, claims, or causes of action, both known and unknown, whether in law (inclusive of action including without limitation the Massachusetts Wage Act), equity or otherwise, that the DIRECTOR may have against the Town, including all of its employees, elected

or appointed officials, officers, agents, representatives and attorneys of such entities; provided however, that in the event the DIRECTOR is terminated for just cause as defined herein, the Town shall have no obligation to pay the aggregate severance sum provided in this paragraph.

In the event the DIRECTOR voluntarily terminates her position with the Town before the expiration of the term of this Agreement, the DIRECTOR shall give two [2] month's written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. The DIRECTOR shall not be allowed use of paid vacation leave during this time without prior approval of the BOH, nor shall she receive any severance pay.

10. COMPENSATION

Subject to annual appropriation by Town Meeting and to the terms and conditions of this Agreement, and while She is engaged as and performing the duties of DIRECTOR, the TOWN agrees to pay for services rendered pursuant hereto an annual salary as follows:

- A. An annual base salary of \$115,000, effective July 1, 2024, offset against any previous payments made to date.
- B. In the second year of the Agreement (effective as of July 1, 2025), the DIRECTOR will be eligible to receive an increase based on the annual SAP increase and approvals from BOH and Town Meeting funding approval.
- C. In the third year of the Agreement (effective as of July 1, 2026), the DIRECTOR will be eligible to receive an increase based on the annual SAP increase and approvals from BOH and Town Meeting funding approval.

The Town and the DIRECTOR agree that the Town shall pay her in equal installments pursuant to the Town's regular payroll cycle, less lawful withholdings and deductions. The DIRECTOR agrees to receive this compensation via direct deposit.

Subject to annual appropriation by Town Meeting, if the DIRECTOR continues in office at the request of the BOH and after the expiration of this Agreement, and there is no successor agreement or notice of non-renewal, the DIRECTOR shall continue to receive the latest salary under this Section and the same benefits under this Agreement until the DIRECTOR and the Town agree otherwise in writing.

11. LEAVE

A. Vacation

Vacation shall accrue to the DIRECTOR monthly in equal installments based the annual allotment set forth in this paragraph. The DIRECTOR may borrow against her anticipated annual vacation accrual, provided that any vacation leave taken and not earned by the date of separation of employment will be deducted from the DIRECTOR's final check; the parties agree and acknowledge this deduction shall be deemed a valid set off in accordance with the Massachusetts Wage Act. The DIRECTOR shall be entitled to twenty (20) days of paid vacation to be used between July 1 and June 30, which shall accrue monthly at a rate of 1.67

days per month. Accrued but unused vacation leave will be paid by the Town in the event of the DIRECTOR's separation from service for any reason. The DIRECTOR can carry over up to five (5) days' vacation to the next fiscal year, but at no time shall the accrued paid vacation leave of the DIRECTOR exceed five weeks in any fiscal year. The current vacation balance bank will transfer to the DIRECTOR's vacation balance under this contract.

B. Holidays

The DIRECTOR shall be provided leave without loss of pay, receiving one day's pay at her regular rate for holidays as outlined in the Salary Administration Plan.

C. Sick Leave

The DIRECTOR shall be credited sick leave for her existing sick leave accrual balance from her previous position. The DIRECTOR shall receive 15 sick days per year, which may be accrued up to a maximum of the Salary Administration Plan. Absences on account of sickness in excess of that authorized shall be charged to vacation or other available paid leave. Sick leave shall be payable only in cases of genuine illness or non-work connected accidents. Sick leave is not subject to payout upon separation of service.

D. Bereavement Leave

In the event of the death of a spouse, father, mother, child, father-in-law, mother-in-law, brother, sister, grandparent, or of any other person then residing with the DIRECTOR, she shall be entitled to receive three (3) days' leave for the purpose of the funeral and disposition of the deceased. If out-of-state travel is required, the BOH may authorize up to two additional days of travel time.

E. Personal Leave

The DIRECTOR shall be entitled to three (3) personal days per year which shall be granted July 1st, which shall be approved by the Town Administrator. Personal days shall not accumulate from year to year; unused personal days shall be forfeited on June 30 of each year.

F. Additional Unpaid Leave

The DIRECTOR is entitled to up to 16 weeks of unpaid, job protected leave each year for specified family and medical reasons. The DIRECTOR can choose to use accrued sick and vacation time.

12. EVALUATION

The BOH shall give a performance review for the DIRECTOR at the end of the fiscal year. This should be reflective of the goals for the director and performance throughout the fiscal year.

13. NO REDUCTION OF BENEFITS

The TOWN agrees that it shall not, at any time during the term of this Agreement, reduce the salary, compensation or other benefits of the DIRECTOR, except to the extent that such reduction is evenly applied across-the-board for management employees of the TOWN.

14. TERM OF AGREEMENT

- A. The initial term of this Agreement shall be for a period commencing July 1, 2024 and ending June 30, 2027. However, this Agreement may be extended as provided by its terms.
- B. The DIRECTOR shall have an affirmative obligation to notify the Board six (6) months prior to the expiration of this Agreement that said Agreement is expiring and requires renegotiation. The Board shall review this Agreement and notify the DIRECTOR of its decision to renew or not to renew within 30 days of the DIRECTOR's notification of her intent to renew. If the Board decides to renew the Agreement, then either the DIRECTOR or the Board may request that the provisions be renegotiated; otherwise, the parties may agree to a one-year extension of this Agreement upon the same terms as are current at that time.
- C. In the event the DIRECTOR intends to resign voluntarily before the natural expiration of any term or employment, then the DIRECTOR shall give the TOWN at least sixty (60) days written notice in advance, unless the parties otherwise agree in writing.
- D. It is expressly understood that a decision not to renew this Agreement shall not be construed as a discharge requiring a hearing under this Agreement or any other provision of law.

15. GENERAL PROVISIONS

- A. The DIRECTOR understands and agrees that all compensation and benefits provided in this Agreement are subject to annual Town Meeting appropriation. In the event Town Meeting fails to sufficiently appropriate funds to fully fund this Agreement, the parties shall attempt to renegotiate it.
- B. The text herein shall constitute the entire Agreement between the parties.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the DIRECTOR.
- D. This Agreement shall prevail over any conflicting provisions of the Town by-laws or rules and regulations.
- E. If any provision, or any portion thereof, contained in this Agreement is held 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.

- F. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- G. Any prior discussions or verbal agreements between the parties made prior to this Agreement shall not be binding upon the parties unless reduced to writing, dated, and signed by both parties.
- H. The failure of a party to insist on strict compliance with a term or provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.
- I. This Agreement is the result of negotiation and compromise by and among the parties and no party shall be prejudiced as having been the drafter of this Agreement.
- J. This Agreement shall become effective when executed by both parties.
- K. The parties recognize that town administration is attempting to modify the SAP to reflect market rate pay for this position and if agreed upon this contract shall be voidable at the discretion of the director.

16. COMPLETENESS OF AGREEMENT

This Agreement contains the terms and conditions agreed upon by the parties as to the employment of DIRECTOR with the TOWN. No other agreement, written, oral, express or implied will be considered to exist to bind to parties hereto provided, however that both parties recognize and acknowledge the reserved inherent administrative authority of the BOH to supervise and regulate the position of DIRECTOR.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument on the date and year set forth below.

TOWN OF SOUTHBOROUGH
BY ITS BOARD OF HEALTH



Chelsea Malinowski, Chairperson


Safdar Medina, Vice-Chairperson


Elizabeth Zulick

DATE: 9/17/24

PUBLIC HEALTH DIRECTOR


Taylor West

DATE: 9/10/2024

ATTESTED TO BY LABOR COUNSEL:


Kate Feodoroff, Attorney

DATE: 9/10/24