

# **EMPLOYMENT AGREEMENT**

## **BETWEEN**

**TOWN OF STOW, MA**

**and**

**BRAD C. BRIGHTMAN**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N ½ of the Massachusetts General Laws and in accordance with The Town of Stow Charter and Bylaws, as amended, is made and entered into by and between the Town of Stow, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the “Town”, acting by and through its Select Board and Town Administrator and Brad C. Brightman.

### **Section I – Functions and Duties of the Position**

The Town hereby offers to employ said Brad C. Brightman of [REDACTED] as the Treasurer/Collector and Mr. Brightman accepts said offer. The Treasurer/Collector shall perform the duties specified in the attached job description, and other such duties as shall be from time to time assigned.

### **Section II – Term**

This agreement shall be in force and effect for a term of three years beginning July 1, 2021, and ending June 30, 2024, with a three (3) month notice by either party.

The Board, by an affirmative vote of at least two (2) of its members and by written notice, may terminate this agreement for good cause, with notice and hearing at any time.

### **Section III – Compensation**

The Town agrees to pay Brad C. Brightman for services rendered in the position of Treasurer/Collector under this Agreement as of July 1, 2021, the salary will be based on the annual rate of \$85,963 (Grade 7, Step 7 of the Salary Classification Schedule).

Should Mr. Brightman provide his college transcripts by August 31, 2021, he will be entitled to a pay increase to Grade 7, Step 10, of the FY22 pay schedule in accordance with the Education Incentive Program that was in place when he was hired.

Beginning on July 1, 2022, and each subsequent year of the agreement, Mr. Brightman will receive the same annual COLA increase in salary as approved by the Town Administrator for Department Heads.

### **Section IV – Hours of Work**

Mr. Brightman understands that the workday includes the regular office hours of the Treasurer/Collector’s Office, 40 hours week, Monday through Friday. In addition, Mr. Brightman understands that additional after hours work may be required for attending meetings and performing tasks related to the business of the Town. In recognition of this Mr. Brightman may, with prior notice and approval, take reasonable time off in a comparable amount during normal office hours.

## **Section V – Benefits**

On an annual basis, Mr. Brightman shall be entitled to a total number vacation/personal days of twenty-four (24); fifteen (15) sick days; and that Mr. Brightman is eligible for all the other benefits provided in the Town of Stow Personnel Administration Bylaw including paid Holidays, health and life insurance.

Mr. Brightman will also receive at the end of the fiscal year pay period, pursuant to Chapter 41, Section 108P, compensation for completing the MCTA certified course of study.

## **Section VI – Other Expenses**

### **Professional Associations, Professional Development, Training, and Conferences**

The Town recognizes the importance of continuing the professional development of the Treasurer/Collector. The Town shall pay the annual dues for the Treasurer/Collector for the Massachusetts Collectors and Treasurers Association (MCTA) and the Middlesex County Collectors and Treasurers Association. The Town will pay the reasonable expenses for the T/C to attend meetings, conferences and school of the MCTA, periodic meetings of the Middlesex Collectors and Treasurers Association, educational meetings of the Division of Local Services (DLS) of the Department of Revenue. The Town will also pay the reasonable expenses for other training and meetings approved by the Town Administrator. All expenses subject to Town budget appropriations.

## **Section VII – Evaluations**

The Town Administrator shall perform an annual performance evaluation of the Treasurer/Collector during each year of this Contract. Said review and evaluation shall be based on the goals and objectives developed jointly by the Town Administrator and the T/C in the preceding year's performance evaluation. Further, the Town Administrator shall provide the T/C with a written statement of the evaluation findings and shall provide an adequate opportunity for the T/C to discuss his evaluation with the Town Administrator. If the T/C disputes any portion of the performance evaluation, the T/C shall be permitted to make a notation on the evaluation of the dispute, which shall remain a permanent part of the performance evaluation, unless otherwise mutually agreed upon by the Treasurer/Collector and Town Administrator.

## **Section VIII – Indemnification**

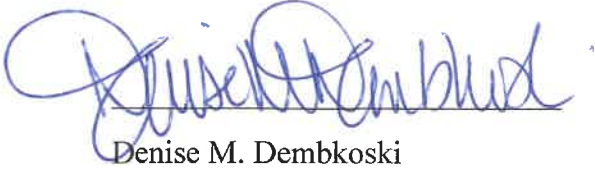
- A. To the extent allowed under G.L. c. 258, the Town shall defend, save harmless and indemnify Brad C. Brightman against any tort, professional liability, claim or demand, or other civil legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of his duties as Treasurer/Collector, provided that Brightman has acted in good faith, without gross negligence or misconduct and within the authority of his position, even if said claim has been made following the expiration or termination of this Agreement. Brad C. Brightman shall be indemnified in accordance with the provisions of Section 13 Chapter 258 of the General Laws. Brightman agrees to promptly notify the Town of any such claim. The Town may obtain such insurance to cover its obligations hereunder as it deems appropriate.

B. This section shall survive the termination of this Agreement.

This Agreement has been signed and executed on July 14, 2021 by:

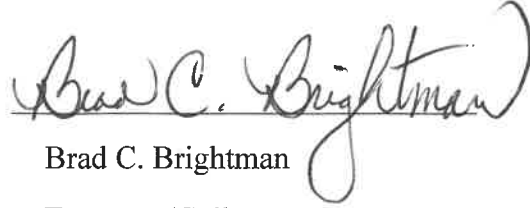
TOWN OF STOW

EMPLOYEE



Denise M. Dembkoski

Stow Town Administrator



Brad C. Brightman

Treasurer/Collector