

Town of Dighton

979 Somerset Avenue

Dighton, MA 02715

Tel: (508) 669-6431

EMPLOYMENT CONTRACT FOR RALPH VITACCO, TOWN ADMINISTRATOR

This Contract for Employment is made this 25th day of September, 2024, by and between the Town of Dighton, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Selectmen, hereinafter referred to as the "Town", and Ralph Vitacco, , Forestdale, MA, hereinafter referred to as "Town Administrator."

WITNESSTH:

WHEREAS, the Board of Selectmen (hereinafter the "Board") voted (unanimously) on September 16, 2024, to appoint Ralph Vitacco to the position of Town Administrator to the Board of Selectmen for the Town of Dighton; and

WHEREAS, the Board and Town Administrator desire to enter into a written contract of employment now therefore setting forth the terms and conditions of such employment.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT.** The Town hereby employs Ralph Vitacco, and he hereby accepts employment as Town Administrator to the Board of Selectmen.
2. **TERM.** The term of employment shall be a period beginning on October 21, 2024 and ending on June 30, 2027, unless this Agreement is sooner terminated as herein provided for.
3. **COMPENSATION.** The Town Administrator shall receive an annual salary to be paid in equal weekly installments on the same day as other employees of the Town are paid. The Town agrees that there will be a performance review on or before March 31 of every year.

The Town Administrator shall receive an annual rate of pay in the amount of \$132,000.00 in year 1 of this contract, commencing on October 21, 2024.

The Town Administrator shall receive an annual rate of pay in the amount of \$134,640.00 in year 2 of this contract, commencing on July 1, 2025. .

The Town Administrator shall receive an annual rate of pay in the amount of \$137,332.80 in year 3 of this contract, commencing on July 1, 2026.

The Town Administrator recognizes and agrees that he will not be entitled to any salary increases or changes in benefits afforded to other town employees during the term of this agreement. The foregoing annual salary for the period of this Agreement shall not be subject to the budget appropriation for said salary. The parties agree to revisit the issue of salary and other forms of compensation of the Town Administrator one (1) year from the date of execution of this Agreement.

4. STIPENDS.

- a. Vitacco shall be provided \$1,500.00 per year for use of his personal vehicle to travel to various meetings, trainings, etc. Vitacco shall not be eligible for mileage reimbursement in addition to this provision.
- b. Vitacco shall be provided a Town-issued cell phone with which to conduct town-related business.
- c. Vitacco shall be provided \$1,500.00 per year for recognition of Master's Degree in Public Administration.
- d. Unless otherwise stipulated, stipends shall be paid by July 31st of each year during the course of this agreement in one lump sum. Should Vitacco separate from employment prior to the expiration of this contract, he shall pay back 1/12th of each stipend for each month not completed.

5. **DUTIES.** The Town Administrator shall perform faithfully, to the best of his ability, such duties and responsibilities as shall be assigned by the Board and including, without limitation, those set forth in the job description which is attached hereto and incorporated herein by reference.

6. **HOURS OF WORK.** The basic workweek shall be forty (40) hours, scheduled on Monday through Thursday. In addition to his basic workweek, Ralph Vitacco shall attend all meetings of the Board, Town Meetings, meetings of the Board with the Finance Committee, and such meetings of other boards or committees of the Town as the Board may direct or which are relevant to the performance of the duties of the position of Town Administrator. Due to the nature of the position, The Town Administrator shall have a flexible work schedule to accommodate his attendance at meetings that occur outside of normal work hours. Vitacco shall also be able to work remotely from time to time.

7. **VACATION.** The Town Administrator shall be entitled to four (4) weeks or one hundred and sixty (160) hours of vacation with pay during each year of the term of this Agreement. He shall not take more than two (2) weeks of vacation at any one time unless a longer period of time is agreed to by the Board in advance. The Town Administrator shall be able to carry over up to two (2) weeks eighty (80) hours of vacation time to the next fiscal year.

8. **HOLIDAYS.** The following shall be considered paid holidays:

New Year's Day
Presidents Day
Patriot's Day
Memorial Day
Independence Day
Christmas Day
Day after Thanksgiving

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Eve (1/2) day
Martin Luther King Day
Juneteenth

If a holiday falls on a Friday or Saturday, the preceding Thursday shall be the designated holiday.
If a holiday falls on a Sunday, the following Monday shall be the designated holiday.

9. **PERSONAL DAYS.** The Town Administrator shall receive three (3) personal days per year. Personal days are not cumulative and cannot be carried over. Unused personal days will not be compensated.
10. **BEREAVEMENT LEAVE.** Bereavement Leave without loss of pay shall be granted for death in the immediate family, up to three (3) days. These days are to be used within ten (10) days of death unless funeral or burial is postponed:

Mother-in-Law
Grandparents
Son-in-Law
Brother-in-Law

Father-in-Law
Grandchildren
Daughter-in-Law
Sister-in-Law

And up to five (5) working days:

Mother
Sister
Child

Father
Brother
Spouse

Stepchild
Step parents
Person Living in Household

Grandchild (if grandparent is guardian)

And up to one (1) working day for all other relatives (Aunt, Uncle, Niece, Nephew and Cousin).

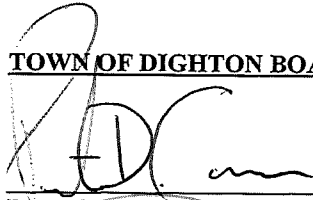
11. **SICK LEAVE.** Sick Leave shall consist of one (1) day per month not to exceed twelve (12) days per year cumulative to one hundred twenty-five (125) days.
12. **JURY DUTY.** In the event the Town Administrator is required to perform jury duty, he shall receive leave with pay for the duration of such duty. He shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and his regular compensation.
13. **UNPAID LEAVE.** Unpaid leave may be granted to the Town Administrator by the Board for any period or periods of absence which are not covered by any paid leave provided hereunder.
14. **GROUP HEALTH AND LIFE INSURANCE.** The town shall pay seventy-five percent (75%) of the premium and the employee shall pay twenty-five percent (25%) of the premium for healthcare and basic life insurance.
15. **PROFESSIONAL DEVELOPMENT.** The Town Administrator shall be permitted to attend courses, seminars, conferences and meetings, approved in advance by the Board, to develop his skills and abilities as Town Administrator. He shall also be allowed to become a member of professional organizations and to subscribe to professional publications approved in advance by the Board. The cost thereof shall be paid by the Town.
16. **PERFORMANCE EVALUATION.** The performance of the Town Administrator shall be evaluated in writing by the Board once a year during the term of this Agreement, on or before March 31 each year. He shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in his personnel file. The purpose of this evaluation is to review the performance of the employee, determine if any improvements and/or trainings are required, and determine any changes necessary in the job description. The Board may opt to assign no more than three (3) mutually agreed upon goals.
17. **TERMINATION.** This Agreement may be terminated during its term by:
- Voluntary resignation of the Town Administrator. In the event of voluntary resignation of the Town Administrator, which is agreed upon by the Board, the Town Administrator shall give a

minimum of sixty (60) days' notice of said resignation. In the event of voluntary resignation, the Town Administrator shall not be eligible for severance pay pursuant to Section 17(d).

- b. Death of the Town Administrator
 - c. Dismissal of the Town Administrator for just cause defined as gross misconduct in violation of any town policy or law. If any such dismissal is intended by the Board, the Town Administrator shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. If he so requests, he shall be given a hearing before the Board at which he may be represented by Counsel, present evidence, and call witnesses to testify on his behalf. A timely notice by the Board not to extend the Agreement at the end of the initial term and/or after any automatic one-year extension, or a severance payment as provided below, shall not constitute discipline.
 - d. In the event that the Town Administrator is dismissed by the Board prior to the expiration of the term of this Agreement for reasons other than those reasons described in the above sections, the Town agrees it shall pay to the Town Administrator a severance payment equal to ten (10) months' base pay salary, as well as any unused vacation time, unless there is less than ten (10) months left in the contract, whereupon he shall be paid the balance of his contract and any unused vacation time. Once dismissal has been given by the Board under this paragraph, no other right or benefit under this Agreement applies. Stipends will not be included in the severance payment. In the event the Town Administrator is terminated for gross misconduct in office, the Town shall have no obligation to pay the aggregate severance sum provided in this section. Acceptance of said severance pay shall constitute a waiver of any and all claims or causes of action against the Town of Dighton or any official or employee of the Town, arising out of the Town Administrator's employment.
 - e. In the event of his death, his estate, or heirs, will be entitled to any accrued and unused vacation time.
18. **INDEMNIFICATION.** The Town agrees that if the Town Administrator is required to participate in legal proceedings relating to all incidents in which the Town Administrator as employee of the Town is involved that is within the scope of his duties and responsibilities, he shall receive the appropriate legal representation from Town Counsel or a designee as provided by the liability insurer of the Town as provided for in Chapter 258 of the General Laws of the Commonwealth of Massachusetts.
19. **RENEWAL OF AGREEMENT.** This agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. The Board shall give the Town Administrator written notice of at least one hundred eighty (180) days prior to the end of the term as to whether or not it desires to renew the Agreement. If the Board fails to provide a minimum of one hundred eighty (180) days' notice of intent not to renew prior to the end of the term, the contract shall automatically be extended for a period of one hundred (180) days. The Board may elect to pay such one hundred and eighty (180) day extension in the form of severance in lieu of extending the employment agreement. In the event the Town Administrator is not interested in a renewal of the Agreement, he shall give the Board written notice of such fact as least one hundred eighty (180) days prior to the end of the term.
20. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the Board and Ralph Vitacco and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.
21. **SEVERABILITY CLAUSE.** If any provision of this Contract is deemed illegal or unenforceable, the remaining provisions of this Contract shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first written above.

TOWN OF DIGHTON BOARD OF SELECTMEN



Peter Caron, Chairman

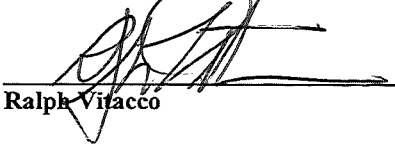


Mark Pacheco, Clerk



Nicole Mello, Member

TOWN ADMINISTRATOR



Ralph Vitacco