

**EMPLOYMENT AGREEMENT BETWEEN
THE TOWN OF MIDDLETON, MASSACHUSETTS and
JUSTIN SULTZBACH, THE TOWN ADMINISTRATOR**

This Agreement made and entered into this 21 Day of January, 2025, by and between the Town of Middleton, Commonwealth of Massachusetts, a municipal corporation, acting by its Select Board, hereafter referred to as the "Board" and Justin Sultzbach, hereinafter referred to as "Sultzbach" or "Town Administrator."

In consideration of the promises herein contained, the parties mutually agree as follows:

WHEREAS the Town desires to employ the services of said Justin Sultzbach as Town Administrator; and

WHEREAS, Sultzbach agrees to accept employment as the Town Administrator; and

WHEREAS, the Town, under Chapter 41, Section 108N of the General Laws may contract with Sultzbach for such services; and

WHEREAS, it is the desire of the Board to provide certain benefits, establish the conditions of employment, and set the salary of said Town Administrator; and

WHEREAS, it is the desire of the Board to appoint the Town Administrator and to provide inducement for him to remain in such employment; and

WHEREAS, the parties intend that this Employment Agreement shall be for a term of three years, but subject to renewal for successive term(s).

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

SECTION I: FUNCTIONS & DUTIES

The Town hereby employs Sultzbach as Town Administrator. The Town Administrator shall perform the functions and duties of the chief administrative officer of the Town of Middleton as described in Chapter 6, Section 7 of the Middleton Town Charter, the General Bylaws of the Town, and shall perform such other duties and functions as the Board shall, from time to time, legally assign to him. The Town Administrator is a salaried employee of the Town and, as such, is an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.*

SECTION II: TERM

- A. This Agreement shall have a term of three years, beginning July 01, 2025 and expiring June 30, 2028 unless earlier terminated.
- B. Both parties shall be required to serve for the term of the contract unless they mutually agree to cancel this Agreement prior to the expiration date, or unless

this Agreement is terminated in accordance with the provisions of Chapter 6, Section 8 of the Middleton Town Charter, and in accordance with the provisions set forth in Section III of this Agreement.

SECTION III: TERMINATION & SEVERANCE PAY

- A. The Town Administrator may be terminated for just cause, prior to the natural expiration of this Agreement in accordance with the provisions set forth in Chapter 6, Section 8 of the Middleton Town Charter. For purposes of this Agreement “just cause” is defined as the Town Administrator’s commission of a crime, violation of G.L. c. 268A, §§ 1, et seq., embezzlement, fraud, conduct involving moral turpitude, willful or reckless failure to perform his duties as Town Administrator, physical or mental incapacity to perform the essential functions of the position with or without reasonable accommodation, inefficiency, negligence or insubordination regarding directives by the Board, whether or not such acts are committed in the course of the Town Administrator’s employment with the Town. Upon termination of the Town Administrator, in addition to compensation set forth in the provisions of Chapter 6, Section 8 of the Middleton Town Charter, the Town Administrator shall be compensated for any unused, accrued vacation leave, less requisite withholdings.
- B. The Board may, by resolution, terminate the Town Administrator for convenience, prior to the natural expiration of this Agreement. In the event the Board terminates the Town Administrator for convenience, a copy of the resolution shall be delivered to the Town Administrator who shall have five days to request a public hearing, in accordance with the provision of Section 6-8-3 of the Middleton Town Charter. In the event the Town Administrator elects to waive his right to a public hearing, the Town Administrator shall provide the Board with written notice of said waiver of public hearing and, upon the Board’s receipt of said notice, the Town shall promptly process final payment to the Town Administrator, which shall include: a lump sum cash payment equal to six (6) months aggregate salary, wages earned through date of termination, and any unused, accrued vacation leave, less requisite withholdings. The Town Administrator shall remain on paid administrative leave until the date of final payment and the date of final payment shall be the Town Administrator’s date of termination. The acceptance of these severance benefits shall constitute a full and complete release of any other rights, claims, or causes of action whether in law, equity or otherwise, inclusive of claims under the Massachusetts Wage Act, that the Town Administrator may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives and attorneys of such entities. The Town Administrator shall not be entitled to a lump sum cash payment equal to six (6) months aggregate salary if the Town Administrator is terminated for just cause; or is terminated for convenience but elects to pursue his right to a public hearing, in accordance with the provision of Chapter 6, Section 8 of the Middleton Town Charter.
- C. In the event the Town Administrator voluntarily terminates his position with the Town before the natural expiration of the term of this Agreement, the Town

Administrator shall give the Town not less than sixty (60) days' prior written notice, unless the parties agree otherwise pursuant to a written agreement containing the signatures of all parties thereto. A copy of the resignation shall be filed with the Town Clerk. In the event of a voluntary resignation, the Town Administrator shall be compensated for wages earned through the date of resignation and for any unused, accrued vacation leave, less requisite withholdings..

- D. This section shall survive any termination of this Agreement and any monetary payments referenced herein other than for any unused, accrued vacation leave, if any, shall be in lieu of, and not in addition to any payments referred to and/or required by the Middleton Town Charter.

SECTION IV: RE-APPOINTMENT

The Board and the Town Administrator, provided each has notified the other in writing of their desire to commence negotiations, if any, for a successor contract, will endeavor to reach agreement on a successor agreement, if any, prior to December 31, 2027. If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Administrator written notice at least one year in advance of its intent not to renew this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional one-year period. If the Board does not give a notice of non-renewal, and 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 one-year period.

SECTION V: COMPENSATION

A. **Base Salary:**

- 1) The Town Administrator shall be paid an annual base salary of **\$212,000**, effective July 01, 2025 and continuing through June 30, 2026.
- 2) The Town Administrator shall be paid an annual base salary of **\$220,000**, effective July 1, 2026 and continuing through June 30, 2027.
- 3) The Town Administrator shall be paid an annual base salary of **\$225,000**, effective July 1, 2027 and continuing through June 30, 2028.

The salary for the Town Administrator shall be payable in bi-weekly installments at the same time as other Town department Administrators. The Town Administrator salary may be adjusted in accordance with annual performance reviews and evaluations under Section VII of this Agreement, as being equal to or above fully satisfactory.

- B. **Reduction in Salary:** The Town Administrator's salary shall not be reduced below the amount set forth in Section A, unless there is a general reduction of management salaries of the Town.

SECTION VI: BENEFITS

- A. **Health and Dental Insurance:** The Town Administrator shall be eligible for all health and dental insurance benefits available to other Town employees. The premium cost for said insurance benefits shall be paid by the Town on the same basis as for other Town employees.
- B. **Vacation Leave:** The Town Administrator shall be entitled to earn twenty-five (25) days of earned vacation leave each fiscal year, on a fiscal year basis. Unused vacation leave may be carried over by the Town Administrator at the end of each fiscal year subject to a maximum accrual carry-over of ten (10) days.
- C. **Sick Leave:** The Town Administrator shall be entitled to earn fifteen (15) days of earned sick leave each fiscal year. Unused sick leave may be carried over by the Town Administrator at the end of each fiscal year. Unused sick leave accumulated at the termination of the Town Administrators contract due to retirement, voluntary termination or termination by the Board will not be paid.
- D. **Personal Leave:** The Town Administrator shall be entitled to earn three (3) days of Personal Leave each fiscal year. Unused Personal Leave cannot be carried over to the next fiscal year. Any unused sick leave accumulated at the termination of the Town Administrators contract due to retirement, voluntary termination, or termination by the Board will not be paid.
- E. **Holiday Leave, Jury Leave, FMLA, and Bereavement Leave:** The Town Administrator shall be entitled to earn Holiday Leave, Jury leave, FMLA and Bereavement Leave equal to such leave provided to other Town department Managers. Such unused leave cannot be carried over to the next fiscal year.
- F. **General Benefits:** In addition, the Town Administrator shall be entitled to such other benefits generally provided to Town department managers, subject to this Agreement.

SECTION VII: GOALS & OBJECTIVES

- A. The Board shall annually review and evaluate the Town Administrator's accomplishment of the goals and objectives discussed below. This review and evaluation shall be in accordance with specific criteria developed jointly from time to time by the Board and the Town Administrator. Further, the Chairperson of the Board or his or her designee shall provide the Town Administrator with a written statement of the findings of the Board and provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board.
- B. Annually, the Board and the Town Administrator shall define such goals and performance objectives, which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a relative priority among the various goals and objectives, and said

goals and objectives shall be reduced to writing. They shall generally be attainable within the time limits specified, within the annual operating and capital budgets and appropriations provided by the Town and within existing circumstances and external conditions affecting the Town. The Board and the Town Administrator agree to mutually determine performance evaluation goals and objectives by no later than October 31, 2025 for the first year of this agreement.

SECTION VIII: EXPENSES

- A. **Professional Development:** The Town shall pay the Town Administrator's registration fee(s) and related expenses for the Massachusetts Municipal Association (MMA) Annual Conference, the Massachusetts Municipal Managers Association (MMMA) Annual Spring and Fall conferences, and the International City/County Management Association (ICMA) Annual Conference.

The Town shall pay the annual professional dues for the Town Administrator's membership in the Massachusetts Municipal Managers Association (MMMA), the Massachusetts Municipal Personnel Association (MMPA), the International City/County Management Association (ICMA) and the Massachusetts Association of Procurement Professional Officials (MAPPO).

- B. **Other Expenses:** The Town Administrator shall be reimbursed for any reasonable expenses incurred in the performance of his duties, or as an official representative of the Town, subject to the limitations set forth in Article XI of this Agreement. If the Town Administrator leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, he shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment from the Town. This section shall survive the termination of this Agreement.

SECTION IX: OUTSIDE ACTIVITIES

The Town Administrator may accept speaking, writing, lecturing, teaching, or other paid engagements of a professional nature as he sees fit, provided they do not interfere with the performance and discharge of his duties and responsibilities as Town Administrator. Any such engagements, activities, or work must be approved in advance by the Board, whose approval will not be unreasonably delayed or denied, and shall not be in violation of the Massachusetts Conflict of Interest Law, M.G.L. c. 268A.

SECTION X: HOURS OF WORK

The Town Administrator shall normally work at least forty (40) hour work weeks. The Town Administrator recognizes that his job duties may require him to work beyond forty (40) hours per week in order to fulfill his obligations as a professional employee, including attendance at evening meetings.

The Town Administrator will devote his full time and attention to the business of the Town and will not engage in any other business, except with the prior written approval of the Board, as described above in Section IX. As it is recognized that, due to the substantial duties, obligations, and responsibilities of the position, the Town Administrator must devote a great deal of his time outside the Town's normal office hours to the business of the Town. Accordingly, he shall maintain a schedule of his own devising, with approval of the Board, so long as his duties are properly performed. It is agreed that the Town shall not be responsible for the payment of any compensatory time under the provisions and terms of this Agreement. It is understood that the Town Administrator shall participate in Select Board, Annual and Special Town Meetings, and generally participate in other meetings at which his attendance would be beneficial to the orderly conduct of the Town's business and operations.

SECTION XI: BONDING & INDEMNIFICATION

- A. The Town shall bear the full cost of any fidelity or other bonds required of the Town Administrator.
- B. The Town shall indemnify, save, and hold harmless the Town Administrator from personal financial loss, all damages and expenses, including legal fees and costs, to the full extent allowed by, and in accordance with the limitations, restrictions and conditions set forth in Massachusetts General Laws Chapter 258 for claims made against him arising out of the performance of his duties and responsibilities as Town Administrator. This obligation shall survive the termination of this Agreement with respect to such claims, provided that they are based on acts by the Town Administrator in the scope of his employment hereunder and that such acts occur prior to the termination of this Agreement.
- C. The Town shall not be required to indemnify, hold harmless, or defend the Town Administrator for violation of any civil rights if he acted in a willful, or malicious manner or for any claims arising out of conduct which is outside the scope of his duties or for any claims which are the result of the Town Administrator's willful, criminal or malicious misconduct.
- D. Should, subsequent to his service as Town Administrator, the Town call or summons the Town Administrator to provide information about or testify as to actions that took place during his tenure as Town Administrator, the Town Administrator agrees that, if called upon or summonsed, he will cooperate. The Town shall be responsible for reasonable costs incurred by the Town Administrator in connection therewith. The Town shall remit payment to the Town Administrator in the amount of his daily rate upon separation of service.
- E. The Town may compromise and settle any claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Administrator, to the extent that the Town is obligated to indemnify, save and hold harmless the Town Administrator under this Section.

F. The Town, or its designee/insurer, shall select the Town Administrator'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 Town Administrator in connection with such claims or suits involving the Town Administrator in his professional capacity. Notwithstanding the foregoing, if the Town Administrator refuses counsel selected by the Town, indemnification may be denied.

G. This Section shall survive any termination of this Agreement with respect to covered acts based on conduct which occurred during the term of this Agreement.

SECTION XII: SEVERABILITY

If any provision or any portion thereof of this Agreement is found to be unconstitutional, invalid or unenforceable, it shall not affect the remainder of said Agreement but said remainder shall be binding and remain in full force and effect.

SECTION XIII: EXECUTION

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which, taken together, shall be deemed one and the same instrument.

SECTION XIV: GOVERNING LAW

This Agreement is made and entered into in the Commonwealth of Massachusetts, and shall in all respects be interpreted, enforced and governed under the laws of said Commonwealth. The parties hereto agree that the terms and conditions of this Agreement shall be construed as a whole, according to their fair meaning, and that the Agreement shall not be strictly construed against either party.

SECTION XV: NOTICES

Notices pursuant to this Agreement will be sufficient if furnished in writing in hand, or by deposit in the custody of the United States Postal Service by certified mail, return receipt requested, postage prepaid, and addressed as follows:

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|--------------------------|---|
| TOWN: | Chairperson of the Select Board Town of Middleton Office of the Select Board 48 S Main Street Middleton, MA 01949 |
| JUSTIN SULTZBACH: | Last Address on file with the Town |

It is the responsibility of each party to notify the other party in writing of a change of address. Notices shall be deemed as given as of the date of personal service or as of the date of receipt of such written notice in the course of transmission in the United States Postal Service.

SECTION XVI: ASSIGNABILITY

This Agreement shall not be assignable by Sultzbach.

SECTION XVII: BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the Town's successors and assigns and the Town Administrator's heirs, representatives, agents, designees, assigns, executors and administrators.

SECTION XVIII: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto and may not be altered, amended or modified, except by an agreement in writing, signed by all parties, and specifically referring to this Agreement. This Agreement supersedes all prior and contemporaneous oral and written agreements and discussions between the parties hereto. The parties hereto each represent and acknowledge that in executing this Agreement they do not rely, and have not relied, upon any representation or statement made by the other party or the other party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

SECTION XIX: AMENDMENTS

This Agreement may not be amended, nor shall any change, waiver, modification, consent or discharge be effected except by written instrument executed by the Town and the Town Administrator.

SECTION XX: WAIVER OF RIGHTS

A failure by any party at any time to require performance of any provision of this Agreement shall not waive, affect, diminish, obviate or void in any way that party's right to require performance of the same, or any other, provision(s) of this Agreement at any time thereafter.

SECTION XXI: JURISDICTION

If any cause of action arising out of, under, or in relation to, this Agreement is available, such action shall be brought exclusively in a state court of competent jurisdiction in Essex County, Massachusetts, to the exclusion of any other court, and the Parties voluntarily and expressly agree to submit to the jurisdiction of such court.

SECTION XXII: TITLES AND HEADINGS

The Section headings in this Agreement are for reference purposes only and shall not be deemed to affect the substantive meaning or interpretation of this Agreement.

SECTION XXIII: FAIR LABOR STANDARDS ACT ("FLSA")

For the purposes of the federal Fair Labor Standards Act and the Massachusetts Wage and Hour Law, the Town Administrator is designated as an "exempt employee."

SECTION XXIII: CONDITIONS OF PERFORMANCE

All benefits and obligations of the Town as an employer of the Town Administrator, except as otherwise provided herein, shall be conditional upon the Town Administrator being employed as and performing the services required of said Town Administrator.


SECTION XXIV: NEGOTIATED AGREEMENT

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 the Agreement.


IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 21st day of January in the year 2025, such Agreement to be effective as of July 01, 2025 until June 30, 2028.


TOWN OF MIDDLETON
by its Select Board



Justin Sultzbach
Town Administrator


Richard Kassiotis, Chair


Debbie Carbone, Clerk


Brian M. Cresta, Select Board Member


Jeffrey P. Garber, Select Board Member


Kosta Prentakis, Select Board Member

Date: 1.21.25

