

**CONTRACT OF EMPLOYMENT
TOWN ADMINISTRATOR**

**BETWEEN ANDREW J SHEEHAN
AND
THE TOWN OF TOWNSEND**

This CONTRACT, made as of August 3, 2010, by and between the Town of Townsend (the TOWN), acting through its Board of Selectmen (the BOARD), and Andrew J. Sheehan, 124 Main Street, Apt. 3, Acton, MA 01720 (the TOWN ADMINISTRATOR).

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

1. **EMPLOYMENT:** The TOWN agrees to employ the TOWN ADMINISTRATOR to perform the functions and duties specified in Article 4 of the Townsend Charter and to perform other legally permissible and appropriate functions and duties as the BOARD shall from time to time assign. The TOWN ADMINISTRATOR shall be the Chief Administrative Officer of the TOWN, pursuant to the Townsend Charter.
2. **TERM:** This agreement shall be effective on August 3, 2010, and shall continue in effect until June 30, 2013. In the event that the BOARD shall determine that it will not renew the TOWN ADMINISTRATOR's contract at the end of the term set forth herein it shall give the TOWN ADMINISTRATOR at least 90 days notice of that intention. Failure to give such notice shall extend this contract for an additional year.
3. **SALARY:** The TOWN ADMINISTRATOR shall be compensated at the rate of eighty-thousand dollars (\$80,000) per year payable in weekly installments. The TOWN agrees to provide a cost of living increase annually by averaging any cost of living adjustments granted to non-union employees and shall annually increase the TOWN ADMINISTRATOR'S base salary. In the alternative, the parties may during the second and third years of the contract negotiate an increase in the salary in such amounts and to such extent as the BOARD may determine is appropriate on the basis of the annual performance review.
4. **EVALUATIONS:** Each year, on or before December 31, the BOARD shall review and evaluate the performance of the TOWN ADMINISTRATOR utilizing an evaluation instrument to be developed and approved by the BOARD. Performance shall be presumed satisfactory if no evaluation is conducted.
5. **PROBATIONARY PERIOD:** The first one-hundred-eighty (180) days of the TOWN ADMINISTRATOR's employment shall be considered a probationary period. Said one-hundred-eighty days shall include the period during which the TOWN ADMINISTRATOR was employed as the Interim Town Administrator.
6. **REMOVAL FROM OFFICE:** After the probationary period the BOARD may request the resignation of or terminate the TOWN ADMINISTRATOR prior to the expiration of the term of this contract. Said action shall follow the procedures provided for in the Town

Charter. In the event of such action the BOARD shall provide the TOWN ADMINISTRATOR with sixty (60) days notice.

7. **RESIGNATION FROM OFFICE:** In the event the TOWN ADMINISTRATOR resigns from his position he shall give the BOARD sixty (60) days written notice, unless the parties agree otherwise. TOWN ADMINISTRATOR shall not be entitled to severance pay if he resigns from office.
8. **HOURS OF WORK:** It is recognized that the TOWN ADMINISTRATOR must devote substantial time to the business of the TOWN outside normal business hours, and to that end the TOWN ADMINISTRATOR will be allowed to take reasonable time off during normal business hours, as is appropriate and consistent with the needs of the position and the TOWN. The TOWN and the TOWN ADMINISTRATOR agree that the TOWN ADMINISTRATOR is an exempt employee for the purposes of the FLSA.
9. **VACATION:** The TOWN ADMINISTRATOR shall be entitled to twenty (20) days per fiscal year in paid vacation leave. In recognition of the demands of the position and due to unforeseen circumstances, with approval of the BOARD, the TOWN ADMINISTRATOR may be paid for his unused vacation time, not to exceed two (2) weeks per year. Remaining unused vacation time shall be forfeited.
10. **PERSONAL DAYS:** The TOWN ADMINISTRATOR shall be entitled to three (3) days per fiscal year in paid personal leave, with no accumulation of days from year to year.
11. **SICK LEAVE:** The TOWN ADMINISTRATOR shall be entitled to fifteen (15) days per fiscal year in paid sick leave. Unused sick leave may be accumulated from year to year to a maximum of one-hundred-fifty (150) days.
12. **RETIREMENT BENEFITS:** The TOWN ADMINISTRATOR shall be eligible to participate in the Town's retirement program in accordance with chapter 32 of the Massachusetts General Laws.
13. **HEALTH INSURANCE:** The TOWN ADMINISTRATOR shall be eligible for coverage under the TOWN's health insurance plans. The TOWN shall contribute the same percentage of such coverage which applies to all TOWN employees. If the TOWN ADMINISTRATOR elects not to participate in the TOWN's health insurance plans he shall receive two-thousand (\$2,000) dollars per year, such payment to be made at the close of the TOWN's open enrollment period. If the TOWN ADMINISTRATOR enrolls for health insurance outside of the open enrollment period he shall return a pro-rated portion of that year's payment.
14. **HOLIDAYS:** The TOWN ADMINISTRATOR shall be entitled to the paid holidays to which other non-union employees are entitled.
15. **BEREAVEMENT LEAVE:** The TOWN ADMINISTRATOR shall receive bereavement leave for such periods of time as mutually determined by the TOWN ADMINISTRATOR and the BOARD on a case by case basis.

16. **EXPENSES & DUES:** The TOWN agrees to pay for professional dues, subscriptions, and expenses of the TOWN ADMINISTRATOR necessary for his participation in such national, state, regional, and/or local associations and organizations as is necessary and desirable for his continued professional development and for the good of the TOWN. These shall include but not necessarily be limited to the annual dues, conferences, and meetings of the International City/County Management Association, Massachusetts Municipal Association, and Massachusetts Municipal Management Association. The TOWN ADMINISTRATOR shall also be reimbursed for reasonable travel expenses for his professional and office travel, meetings, and occasions required by the duties of the office or for his professional development. The TOWN ADMINISTRATOR shall be reimbursed for mileage at the then-current Internal Revenue Service rate.

17. **INDEMNIFICATION:** Pursuant to the provisions of indemnification and in accordance with the applicable provisions of Massachusetts General Laws Chapter 258, the TOWN shall defend, save harmless and indemnify the TOWN ADMINISTRATOR from personal financial loss and expenses arising out of any claim, demand, suit, or judgment by reason of any alleged act or omission, except an intentional violation of the civil rights of any person, provided that the TOWN ADMINISTRATOR at the time of said claim acted within the scope of his official duties and employment. 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.

The TOWN shall reimburse the TOWN ADMINISTRATOR for any attorney's fees and costs incurred by the TOWN ADMINISTRATOR in connection with such claims or suits involving the TOWN ADMINISTRATOR in his professional capacity. This indemnification will survive the TOWN ADMINISTRATOR's termination from employment.

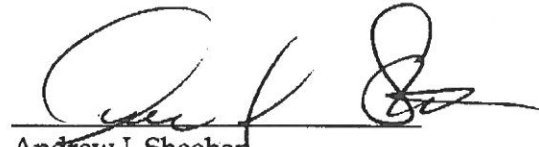
18. **MISCELLANEOUS:**

- A. Any modification of this contract or additional obligation by either party in connection herewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- B. If any paragraph or part of this contract is invalid, it shall not affect the remainder of said contract, but said remainder shall be binding and effective against all parties.
- C. This CONTRACT shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS THEREOF, THE PARTIES HAVE HEREUNTO SIGNED AND SEALED THIS
CONTRACT THIS 3rd DAY OF August IN THE YEAR 2010.

FOR THE TOWN OF TOWNSEND
BY ITS BOARD:


Robert Plamondon, Chairman


Andrew J. Sheehan


Sue Lisio, Vice Chairman

DATE: 8/3/10


Nicholas Thalheimer, Clerk

DATE: 8/3/10



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July 29, 2010

David C. Jenkins
djenkins@k-plaw.com

Hon. Robert Plamondon and
Members of the Board of Selectmen
Townsend Town Hall
272 Main Street
Townsend, MA 01469

Re: Town Administrator Contract

Dear Members of the Board of Selectmen:

I have been asked to review the proposed contract between Andrew J. Sheehan and the Town of Townsend upon Mr. Sheehan's employment as Town Administrator of the Town.

I have reviewed the Agreement and would make the following comments. First, with respect to Article 6 of the Agreement which pertains to removal from office, any such removal would be conducted in accordance with the Town Charter. The matter of severance pay is one that is open for negotiation between the parties. Pursuant to the provisions of G.L. c. 41, §108O, the Town is free to negotiate a severance agreement with the Town Administrator. Such arrangements are not unusual. The contract reviewed provides for the payment of severance in the event that the Town Administrator is terminated. That provision is somewhat unusual. I would recommend that the words "or is terminated" be removed from Article 6.

Article 8 of the contract refers to hours of work of the Town Administrator. I would recommend that the sentence "the Town Administrator is an exempt employee for the purposes of the FLSA" be added to the article.

Otherwise, the contract is in proper form and contains those provisions we would expect to find in a contract of this type.

Very truly yours,


David C. Jenkins

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