

**CONTRACT OF EMPLOYMENT
TOWN ADMINISTRATOR**

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

This CONTRACT, made as of March 12 2013, by and between the Town of Townsend (the TOWN), acting through its Board of Selectmen (the BOARD), and Andrew J. Sheehan, 84 Central Street, Acton, MA 01720 (the TOWN ADMINISTRATOR or SHEEHAN).

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

1. **EMPLOYMENT:** The TOWN agrees to employ SHEEHAN 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 July 1, 2013, and shall continue in effect until June 30, 2016. Not later than July 1, 2015, the BOARD shall inform SHEEHAN of its intention to negotiate a successor contract. Failure to give such notice shall extend this contract for an additional year.
3. **SALARY:** The TOWN agrees to compensate SHEEHAN as follows:
 - A. FY14: \$95,000
 - B. FY15: \$97,850
 - C. FY16: \$100,786
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. **ADDITIONAL COMPENSATION:** The TOWN agrees to compensate SHEEHAN \$1,000 per year for the use of his cell phone and routine travel associated with the position.
6. **REMOVAL FROM OFFICE:** The BOARD by unanimous vote may request the resignation of or terminate SHEEHAN prior to the expiration of the term of this contract. Said action shall follow the procedures provided for in the Town Charter and Massachusetts General Laws. In the event SHEEHAN is terminated prior to the expiration of this agreement, the TOWN agrees to pay SHEEHAN a lump sum cash payment equal to nine (9) months aggregate salary which sum shall be paid on or before the effective date of the termination of employment. In the event SHEEHAN is terminated for cause the TOWN shall have no obligation to pay the severance provided for in this section.

7. **RESIGNATION FROM OFFICE:** In the event SHEEHAN resigns from his position he shall give the BOARD sixty (60) days written notice, unless the parties agree otherwise. SHEEHAN 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:** SHEEHAN shall be entitled to twenty-five (25) days of vacation leave per fiscal year. In recognition of the demands of the position and due to unforeseen circumstances, with approval of the BOARD, SHEEHAN may be paid for his unused vacation time, not to exceed two (2) weeks per year. Remaining unused vacation time shall be forfeited. Upon resignation, termination, or retirement, SHEEHAN shall be paid for any unused vacation leave.
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, AND PROFESSIONAL DEVELOPMENT:** The TOWN agrees to pay for professional development, 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 (ICMA), Massachusetts Municipal Association (MMA), Massachusetts Municipal Personnel Association (MMPA), and Massachusetts Municipal Management Association (MMMA). The TOWN agrees to compensate the TOWN ADMINISTRATOR up to \$2,500 per fiscal year for tuition and fees for courses related to his position. 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:**

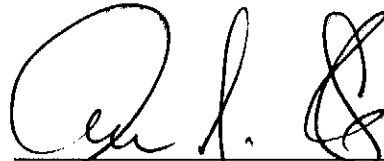
- A. Any modification of this contract or additional obligation by either party in connection herewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- B. If any paragraph or part of this contract is invalid, it shall not affect the remainder 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 12 DAY OF March IN THE YEAR 2013.

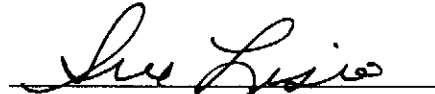
FOR THE TOWN OF TOWNSEND
BY ITS BOARD:



Nicholas Thalheimer, Chairman

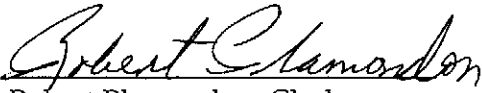


Andrew J. Sheehan



Sue Lisio, Vice Chairman

DATE: 3/12/13



Robert Plamondon, Clerk

DATE: 3/12/13