TOWN OF BOXBOROUGH
TOWN ADMINISTRATOR CONTRACT

Agreement made this 17th day of May 2013, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Selina S. SHAW (hereinafter "SHAW"). References to "employees of the Town" exclude those employed by the School Committee.

Whereas, the TOWN wishes to secure the services of SHAW in the administration of the Town Government; and

Whereas, SHAW is willing to perform the duties of the position of Town Administrator according to the terms and conditions of this contract;

Now, therefore, the TOWN and SHAW hereby agree that the following terms and conditions shall govern the salary and benefits payable under this contract to which SHAW shall be entitled as Town Administrator pursuant to M.G.L. Chapter 41, Section 108N and any successive Acts.

TERM - The term of this contract shall be for the period of July 1, 2013 through September 30, 2016. By mutual agreement of the parties, this Agreement may be extended during its final year for an additional period of up to two (2) years.

COMPENSATION - SHAW shall receive the sum of one hundred one thousand five hundred dollars ($101,500) as salary for the fiscal year beginning July 1, 2013. SHAW shall receive the sum of one hundred five thousand dollars ($105,000) as salary for the fiscal year beginning July 1, 2014 and the sum of one hundred eight thousand seven hundred fifty dollars (108,750) for the fiscal year beginning July 1, 2015. SHAW agrees that in any extended years of the contract, SHAW shall receive a salary increase not to exceed one percent (1%). All salary increases shall be contingent upon a performance review of at least "meets requirements".

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for SHAW, except to the extent that such reduction is evenly applied across-the-board for all employees of the Town.

KEY RESPONSIBILITIES are set forth in the Town Administrator job description that may be amended, as necessary, by the Board of Selectmen. The Town Administrator shall perform the duties specified in the job description and such other duties as the Town Administrator and the Board of Selectmen shall from time to time legally assign to the Town Administrator. The Town Administrator shall be the Chief Administrative Officer of the Town.

HOURS OF WORK - SHAW agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Town Administrator under this contract. SHAW will devote full time and attention to the business of the Town for no less than thirty-seven and one half (37.5) hours and will not engage in any other business during office hours, except with the approval of the Board of Selectmen. A time card must be submitted only for weeks in which paid leave is taken. It is recognized that the Town Administrator must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Administrator will be allowed to take reasonable compensatory time off as she shall deem appropriate during said normal office hours.

IDEMNIFICATION - The TOWN shall defend, save harmless and indemnify SHAW against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of her duties as Town Administrator for the Town of Boxborough, even if said claim has been made following her termination from employment, provided that the Town Administrator acted within the scope of her duties. The TOWN may compromise and settle any such claim or suit and will pay the amount of any settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to SHAW.

This section shall survive the termination of this agreement.

INSURANCE - The TOWN agrees to furnish at its expense, public officials and general liability insurance for SHAW with liability limits of One Million Dollars ($1,000,000.00).

HEALTH INSURANCE, DISABILITY INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, and OTHER PAID LEAVE

SHAW shall be eligible for a health insurance policy, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and SHAW shall pay the remaining percentage.

The Town shall provide a supplemental life insurance policy of $10,000 for SHAW, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees and SHAW shall pay the remaining percentage.

The Town shall provide a long-term disability insurance policy for SHAW, similar to other Town employees. The Town shall pay the same percentage of the premiums as it does for other Town Employees and SHAW shall pay the remaining percentage.

The Town agrees to contribute towards the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the Town.

VACATION, SICK & OTHER LEAVE - SHAW shall be entitled to five (5) weeks vacation annually. Vacation shall accrue at the rate of sixteen and sixty-seven one-hundredths (16.67) hours per month. No more than two hundred (200) hours of vacation leave may be carried forward into a new fiscal year. Payment for accrued vacation leave will be made upon termination, resignation, disability, or death.

HOLIDAYS – SHAW shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Each holiday will be observed by the Town on the day designated by State law.

In addition SHAW shall receive ten days of sick leave per year and any other leave granted by the TOWN in amounts not less than the highest amount available to other non-school employees of the Town. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with Town policies, and be credited to SHAW if this Agreement is extended.

SHAW shall receive three (3) personal leave days each fiscal year.

SHAW shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other Town employees in the Town Personnel Plan.

All other general provisions of the Town's by-laws relating to fringe benefits shall also apply to the Town Administrator as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Administrator, except as otherwise provided in this agreement.

PROFESSIONAL DEVELOPMENT, DUES and SUBSCRIPTIONS Subject to budget approvals the TOWN shall pay reasonable amounts for dues and attendance at professional development meetings, including those sponsored by International City Management Association (ICMA), Massachusetts Municipal Managers' Association Massachusetts Municipal Association, Massachusetts Municipal Personnel Association, Massachusetts Government Information Systems Association, American Society for Public Administration (ASPA) and other applicable programs, all within department professional development budgeted amounts as approved annually by Town Meeting. The TOWN shall pay the Town Administrator's registration fee(s), travel and

subsistence expenses to and from the ICMA Annual Conference, Massachusetts Municipal Association Annual Conference, and the Massachusetts Municipal Managers' Association Fall and Spring Conferences. Travel outside New England must be approved during the budget process.

EXPENSE ACCOUNT IN LIEU OF VEHICLE - SHAW is always on call. The TOWN shall provide SHAW an expense account to be used to reimburse SHAW for expenses and related costs of travel in connection with performance of her duties as Town Administrator and/or for her professional growth and development. This does not include out-of-New England travel. This account shall be considered sufficient reimbursement for vehicle costs, in the amount approved by the Board of Selectmen annually as of December 31. The amount shall be calculated based upon 5,000 miles a year at the IRS rate of reimbursement for mileage and shall be paid in equal monthly installments. The amount approved includes estimated attendance at meetings and estimated travel distances, and uses the most recent IRS approved mileage rate.

EXPENSES – The Town Administrator shall be reimbursed for any expenses incurred in the performance of her duties, or as an official representative of the Town, including attendance by her at civic or social events.

DISCIPLINE OR DISCHARGE - During the term of this contract, the TOWN may discipline or discharge SHAW only for just cause upon the majority vote of the duly elected Board of Selectmen. SHAW shall have the right to a pre-disciplinary or pre-discharge hearing and she shall be entitled to receive written notice of the charges against her at least 14 calendar days prior to the hearing. SHAW shall have the option of choosing whether or not any such hearing shall be closed to the public or shall be held as an open or public hearing. SHAW shall have the right to be represented by counsel or a representative of her choosing. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide SHAW with periodic performance evaluations at least once per year. Annually the Board and the Town Administrator shall jointly develop goals and objectives for the position. Said performance evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

a) Malfeasance – defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
b) Misfeasance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
c) Nonfeasance – defined as the failure to do what duty requires to be done.

SEVERANCE - In the event the Board of Selectmen wishes to terminate the agreement prior to the end of the term, for other than just cause, the TOWN shall pay SHAW a lump sum equal to her base salary and benefits for a twelve (12) month period following termination. This section shall survive the termination of this agreement

MODIFICATION - No change or modification of this contract shall be valid unless it shall be in writing and signed by both the parties.

NOTICES – Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

TOWN: Chairman of the Board of Selectmen
29 Middle Road
Boxborough, MA 01719

Town Administrator: Selina S. SHAW
[redacted]

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service, or the U.S. postmark on written notice.

LAW GOVERNING - This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts. This contract shall prevail over any conflicting personnel provisions of the Town bylaws or rules or regulations.

SEVERABILITY OF PROVISIONS - If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the contract shall not be affected thereby.

GENERAL PROVISIONS – The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Administrator. The text herein shall constitute the entire agreement between the parties.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.

Selina S. SHAW

Date: May 17, 2013

Attest to Signature:

Elizabeth A. Martenis

Town Clerk

Date: May 17, 2013

Approved as to Legal Form by:

Town Counsel

Date:

Town of Boxborough
Acting by and through its Board of Selectmen

Chair, Board of Selectmen

Date: 5-16-2013

Certified that there is appropriation in Account 123, to fund this Contract.

Michael Gupta

Town Accountant

Date: 6/10/13

Memorandum of Agreement Between
The Town of Boxborough Board of Selectmen
and
Selina S. Shaw

Whereas, the Board of Selectmen, acting on behalf of the Town of Boxborough, entered into an Agreement on the 17th May, 2013 with Selina S. Shaw to secure the services of SHAW in the administration of the Town Government; and

Whereas, the term of the Agreement proposed by SHAW had been for five years and three months to coincide with SHAW's expected retirement date and therefore no provision was included regarding notification for renewal; and

Whereas, the term of the Agreement executed was for the period July 1, 2013 – September 30, 2016, with an option to renew by mutual agreement for an additional two years, but absent a provision regarding notification for renewal;

Now, therefore, be it agreed by Selina S. Shaw and the Board of Selectmen that unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this contract no less than six (6) months prior to September 30, 2016, it shall automatically be extended, on the then applicable terms and conditions, for an additional year.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above below, and have executed this Memorandum of Agreement in duplicate.

Selina S. Shaw

June 24, 2013
Date

Town of Boxborough
Acting by and through its Board of Selectmen

6/24/13
Date