

**TOWN OF BOXBOROUGH
TOWN ADMINISTRATOR CONTRACT**

Agreement made this 6 day of May 2018, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and Ryan J. FERRARA (hereinafter "FERRARA"). References to "employees of the Town" exclude those employed by the School Committee.

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

Whereas, FERRARA 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 FERRARA hereby agree that the following terms and conditions shall govern the employment of FERRARA and the salary and benefits to which FERRARA shall be entitled as Town Administrator pursuant to M.G.L. Chapter 41, Section 108N and any successive Acts. FERRARA will be deemed an exempt employee as defined by the Fair Labor Standard Act (FLSA).

TERM - The term of this contract shall be for the period of July 5, 2018 through June 30, 2021.

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 June 30, 2021, it shall automatically be extended, on the then applicable terms and conditions, for an additional year.

In the event FERRARA wishes to resign his position with the Town during the term of this Agreement, he shall provide the Town with a minimum of thirty (30) days' written notice of such intent.

COMPENSATION - FERRARA shall receive the sum of one hundred twenty-three thousand dollars (\$123,000.00) as salary for the fiscal year beginning July 1, 2018. FERRARA shall receive the sum of one hundred twenty-seven thousand nine hundred twenty dollars (\$127,920.00) as salary for the fiscal year beginning July 1, 2019 and the sum of one hundred thirty-one thousand seven hundred fifty-seven dollars (\$131,757.00) for the fiscal year beginning July 1, 2020. The above salary increases for FY 20 and FY 21 shall be contingent upon FERRARA receiving a performance review of at least "proficient".

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for FERRARA, 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 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 - FERRARA agrees to devote that amount of time and energy which is reasonably necessary to faithfully perform the duties of Town Administrator under this contract. FERRARA will devote full time and attention to the business of the Town for no less than thirty-seven and one half (37.5) hours per week 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

RF

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 time off as he shall deem appropriate during said normal office hours, provided reasonable notice is given to the Board of Selectmen.

IDEMNIFICATION - The TOWN shall defend, save harmless and indemnify FERRARA 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 his duties as Town Administrator for the Town of Boxborough, even if said claim has been made following his termination from employment, provided that the Town Administrator acted within the scope of his 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 FERRARA.

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 FERRARA with liability limits of One Million Dollars (\$1,000,000.00).

HEALTH INSURANCE, DISABILITY INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, and OTHER PAID LEAVE FERRARA 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 non-union Town employees and FERRARA shall pay the remaining percentage.

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

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

VACATION, SICK & OTHER LEAVE - FERRARA shall be entitled to four (4) weeks of vacation per fiscal year. Vacation shall accrue at the rate of thirteen and thirty-three one-hundredths (13.33) hours per month. No more than one hundred sixty (160) 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 – FERRARA 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, FERRARA shall receive ten (10) days of sick leave per fiscal year and any other leave granted by the TOWN in amounts not less than the highest amount available to other non-union, 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 FERRARA if this Agreement is extended.

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

FERRARA shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other non-union 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 Massachusetts Municipal Managers' Association (MMMA), Massachusetts Municipal Association (MMA), Massachusetts Municipal Personnel Association (MMPA), Massachusetts Government Information Systems Association (MGISA), 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, 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 - FERRARA is always on call. The TOWN shall provide FERRARA an expense account to be used to reimburse FERRARA for expenses and related costs of travel in connection with performance of his duties as Town Administrator and/or for his professional growth and development. This shall not apply to 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 his duties, or as an official representative of the Town, including attendance by him at civic or social events.

DISCIPLINE OR DISCHARGE - Except as otherwise set forth in the "Severance" section below, during the term of this contract the TOWN may discipline or discharge FERRARA only for just cause upon the majority vote of the duly elected Board of Selectmen. FERRARA shall have the right to a pre-disciplinary or pre-discharge hearing and he shall be entitled to receive written notice of the charges against him at least 14 calendar days prior to the hearing. FERRARA 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. FERRARA shall have the right to be represented by counsel or a representative of his choosing. The principles of progressive discipline will apply, and the TOWN recognizes its obligation to provide FERRARA 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.

Town Administrator

Ryan J. Ferrara

Ryan J. FERRARA

Date: MAY 16, 2018

Attest to Signature:

Elza A. Martini

Town Clerk

Date: May 16, 2018

Approved as to Legal Form by:

Joseph Bato

Town Counsel

Date: 5/22/18

Town of Boxborough

Susan M. Burt

Chair, Board of Selectmen

Date: 5-17-2018

Margaret Heald
Wisher

Robert T. Stubb 5/18/18

Certified that there is appropriation in Account 1237, to fund this Contract.

Joseph Burt

Town Accountant

Date: 5/16/18