

**EMPLOYMENT AGREEMENT BETWEEN  
THE TOWN OF MIDDLETON, MASSACHUSETTS and  
ANDREW SHEEHAN, THE TOWN ADMINISTRATOR**

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This Agreement made and entered into this **28<sup>th</sup> Day of January, 2020**, by and between the Town of Middleton, Commonwealth of Massachusetts, a municipal corporation, acting by its Board of Selectmen, hereafter referred to as the "Board" and Andrew J. Sheehan, hereinafter referred to as the "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 Andrew Sheehan as Town Administrator; 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 agrees to employ said Andrew Sheehan as Town Administrator. The Town Administrator shall perform the functions and duties of the chief administrative officer of the Town of Middleton as described by the Middleton Town Charter, and such other duties and functions as the Board shall, from time to time, legally assign to him.

**SECTION II: TERM**

- A. This Agreement shall have a term of three years, beginning July 1, 2020 and expiring June 30, 2023 unless earlier terminated.
- B. The Board may terminate the services of the Town Administrator in accordance with the provisions of section 6-8 of the Town Charter and in accordance with the provisions set forth in Section III of the Agreement.

### SECTION III: TERMINATION & SEVERANCE PAY

- A. In the event the Town Administrator is terminated by the Town or is requested to resign by the Board, prior to the term of this Agreement, the Town shall pay to the Town Administrator a lump sum cash payment equal to six (6) months aggregate salary.

Provided, however, that in the event the Town Administrator is terminated for gross misconduct in office, the Town shall have no obligation to pay the termination notice pay designated in this paragraph, or anywhere else in this agreement. This termination notice pay shall be in addition to any unused, accrued vacation leave, which may be owed to the Town Administrator.

- B. In the event the Town Administrator voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Administrator shall give the Town not less than sixty (60) days' written notice in advance, unless the parties agree otherwise, such agreement to be put in writing and contain 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 benefits enumerated in paragraph A above shall not apply.
- C. 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, 2022. 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 **\$141,800**, effective July 1, 2020 and continuing through June 30, 2021.
- 2) The Town Administrator shall be paid an annual base salary of **\$153,800**, effective July 1, 2021 and continuing through June 30, 2022
- 3) The Town Administrator shall be paid an annual base salary of **\$167,800**, effective July 1, 2022 and continuing through June 30, 2023.

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 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.
- C. For the purposes of the Fair Labor Standards Act, the Town Administrator shall be an "exempt employee."

#### **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.

#### SECTION VIII: EXPENSES

- A. **Automobile Expenses:** The Town Administrator shall be provided with an annual vehicle allowance of **\$5,000** payable in bi-weekly installments. This allowance shall provide for all necessary travel mileage, tolls, and related costs. Reimbursement for work-related parking costs shall be paid upon submittal of receipts by the Town Administrator.
  
- B. **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).

- C. **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. 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.

D. **Deferred Compensation**: The Town agrees to pay to the Town Administrator deferred compensation in the amount of **\$10,200**. Said deferred compensation shall be paid in equal installments on the first payroll warrant of January and the first payroll warrant of July each year and shall be deposited in an IRS 457 or 403B retirement plan of the Town Administrator's choosing.

### **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.

It is recognized that the Town Administrator must devote a great deal of time outside of 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 he shall deem appropriate during said normal office hours.

The Town Administrator will devote full time and attention to the business of the Town and will not engage in any other business, except with the prior approval of the Board as described above in Section IX.

### **SECTION XI: BONDING & INDEMNIFICATION**

A. The Town shall defend, save harmless, and indemnify the Town Administrator against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Administrator, 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 shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Administrator.

B. 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.

C. This indemnification shall also apply to the Town Administrator after he leaves the employment of the Town.

D. The Town shall bear the full cost of any fidelity or other bonds required of the Town Administrator.

E. This section shall survive the termination 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**

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.

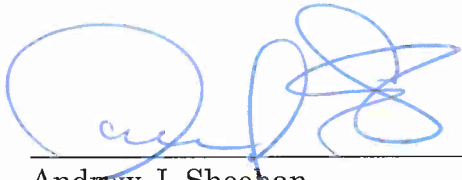
#### **SECTION XIV: GOVERNING LAW**

This Agreement shall be governed by and constructed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

#### **SECTION XV: NOTICES**

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified mail to his last known residence, in the case of the Town Administrator, or the Chairperson of the Board of Selectmen in the case of the Town.

*IN WITNESS THEREOF*, the parties have hereunto signed and sealed this Agreement and a duplicate thereof the 28<sup>th</sup> day of January in the year 2020, such Agreement to be effective as of July 1, 2020 until June 30, 2023.



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Andrew J. Sheehan  
Town Administrator

**TOWN OF MIDDLETON**  
by its Board of Selectmen



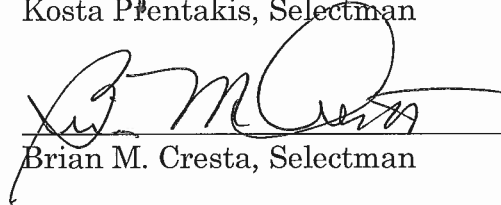
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Timothy Houten, Chairperson



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Kosta Prentakis, Selectman



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Brian M. Cresta, Selectman

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Todd Moreschi, Selectman

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Richard Kassiotis, Selectman

January 28, 2020