

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF BOXFORD
AND
TOWN ADMINISTRATOR**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 7th day of July, 2021, by and between the Town of Boxford, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Select Board, hereinafter called the "Board," and Matthew Coogan, hereinafter called the "Town Administrator," as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Matthew Coogan as Town Administrator of the Town of Boxford;

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws may contract with the Town Administrator for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Town Administrator;

WHEREAS, it is the desire of the Board to obtain the services of the Town Administrator, and to provide inducement for him to remain in such employment; and

WHEREAS, Matthew Coogan, agrees to accept employment as Town Administrator of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I, Functions and Duties of the Town Administrator.

The Town hereby offers to employ Matthew Coogan as Town Administrator of said Town, and the Town Administrator accepts said offer of employment. The Town Administrator shall be the Administrative Officer of the Town. This position is authorized pursuant to M.G.L Chapter 41, Section 23A. The Town Administrator shall perform the duties specified in the attached job description and such other duties as the Board shall from time to time legally assign to him or her. The Town Administrator shall perform his duties in a professional and competent manner.

Section II, Term.

This Agreement shall become effective July 28, 2021, and shall be in full force and effect until June 30, 2024. The Agreement shall be subject to Sections III and XIV, and shall be binding on the Town in each year of its duration.

Section III, Termination and Severance Pay.

A. Termination for Cause.

The Board may terminate the Town Administrator for cause during the term of this Agreement by majority vote of the Board, after a public hearing, provided that the Board shall provide the Town Administrator with a written notice of its intent to terminate the Agreement and his employment and the reasons therefore at least fourteen (14) days prior to said hearing

B. Termination without Cause.

The Board may terminate the Town Administrator without cause by 4/5ths vote of the Board. That is, the Town shall have the right to request the resignation of or may terminate the employment of the Town Administrator prior to expiration of the term of this Agreement, by 4/5ths vote of the Select Board. In the event the Town Administrator resigns at the request of the Select Board or is terminated by such 4/5ths vote of the Board, the Town shall pay the Town Administrator a payment equal to three (3) months aggregate salary, less applicable taxes and withholdings, which shall be paid to the Town Administrator within fourteen (14) days of his execution of a waiver and release of claims in a form supplied by the Select Board. This payment is intended to settle all outstanding issues or disagreements between the Town and the Town Administrator that may exist at the time of separation and by accepting the payment, the Town Administrator shall forgo any other claim or action against the Town related to his employment by the Town. In the event the Town Administrator is terminated for cause, misconduct or breach of a material provision of this Agreement, the Town shall have no obligation to pay the severance provided for in this paragraph. In the event that the Select Board asks the Town Administrator to resign or leave office, he shall be deemed to have been terminated by the Board for purposes of severance and unemployment compensation.

C. Voluntary Resignation by Town Administrator.

In the event the Town Administrator voluntarily terminates his or her position with the Town before the expiration of the term of this Agreement, the Town Administrator shall give the Town sixty (60) days' written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

D. Subsection B of this Section shall survive any termination of this Agreement.

Section IV, Salary.

A. The Town Administrator shall work on a per diem basis from July 28, 2021 to July 30, 2021 and shall be paid a salary of \$1,523.08, less lawful withholdings and deductions, for services rendered during that three- (3-) day period.

B. Effective August 9, 2021, and continuing through June 30, 2022, the Town agrees to pay the Town Administrator for services rendered under this Agreement, a bi-weekly salary of \$5,076.92, less lawful withholdings and deductions, which if annualized would equal \$132,000.00, less lawful withholdings and deductions.

C. Effective July 1, 2022, the Town Administrator's base salary shall be increased by 2%. Subject to the results of his evaluation as described in Section V of this Agreement, shall also be eligible for increases pursuant to the Town's Department Head Merit Pool subject to appropriation and subject to approval by vote of the Board.

D. Effective July 1, 2023, the Town Administrator's base salary shall be increased by 2%. Subject to the results of his evaluation as described in Section V of this Agreement, shall also be eligible for increases pursuant to the Town's Department Head Merit Pool subject to appropriation and subject to approval by vote of the Board

E. The Town Administrator's salary shall be paid at such intervals as is customary with the Town's managerial employees, subject to applicable withholdings and deductions, and otherwise in conformity with the normal payroll practices of the Town.

F. If the Town Administrator continues in office after the expiration of this Agreement, and there is no successor agreement, he or she shall continue to receive the latest salary under this Section and the same benefits under this Agreement until such time as his or her salary and benefits shall be otherwise provided for by the Town. This Sub-Section shall survive the termination of this Agreement.

Section V, Town Administrator Evaluation.

A. The Board shall review and evaluate the Town Administrator every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator. Further, the

Chair of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of Board Members and shall provide an adequate opportunity for the Town Administrator to discuss his or her evaluation with the Board. The individual evaluation of Board Members shall be part of the Town Administrator's personnel file.

B. Annually the Board and the Town Administrator shall define the goals and 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 general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

Section VI, Hours of Work.

A. The Town Administrator will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board. The normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. In addition, unless excused by the Chair, the Town Administrator shall attend all meetings of the Select Board and such meetings of other boards and committees as the Board may require. Further, the Town Administrator may be required to resolve emergencies or other business of the Town at any time outside of normal business hours and shall in good faith endeavor to be available and respond when necessary.

B. 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 he or she shall deem appropriate during said normal office hours.

Section VII, Insurance.

A. The Town shall provide the Town Administrator a health insurance policy, similar to other Town employees.

B. The Town shall provide 50% of the premium for a supplemental life insurance policy of \$10,000 for the Town Administrator at the Town's expense.

Section VIII, Other Benefits (Vacation, Sick, Holidays, Personal Days, Jury Duty Leave).

A. The Town Administrator shall be entitled to receive the same benefits as other Department Heads in the Town under the Town Personnel By-Law unless this Agreement provides otherwise.

B. The Town Administrator shall be granted four (4) weeks paid vacation per contract year. A week shall be defined as five (5) working days. No more than five (5) earned, unused vacation days may be carried over from one year to another.

C. Should the Town Administrator attend the International City Management Association's (I.C.M.A.) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from his or her vacation leave and shall be considered as professional development leave.

Section IX, Professional Development.

A. Subject to annual appropriation and prior approval of the Select Board, the Town agrees to pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes and seminars that are necessary for his or her professional development.

B. Subject to annual appropriation and prior approval of the Select Board, the Town shall pay the Town Administrator's registration fees(s), travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Managers' Association Annual Spring Conference, Massachusetts Certified Public Purchasing Official ("MCPPO") training, and other relevant professional development and training opportunities.

Section X, Dues and Subscriptions.

Subject to annual appropriation and prior approval of the Select Board, the Town agrees to pay for the professional dues and subscriptions of the Town Administrator necessary for his or her membership in the following professional organizations:

International City Management Association (I.C.M.A.); Massachusetts Municipal Managers' Association (M.M.M.A.); Massachusetts Municipal Human Resources (M.M.H.R.) (formerly known as Massachusetts Municipal Personnel Association) and any other professional organizations deemed necessary and desirable for his or her continued professional participation, growth and advancement and for the good of the Town.

Section XI, Expenses.

- a. The Town Administrator shall be reimbursed for any expenses incurred in the performance of his or her duties, or as an official representative of the Town, including attendance by him or her at civic or social events.
- b. The Town Administrator's duties require that he or she be on duty and available 24 hours a day, 7 days each week. The Town Administrator shall provide, maintain and repair his own automobile for the Town Administrator's use. The Town shall pay the Town Administrator an automobile and travel allowance of \$250.00, less any applicable taxes and withholdings, paid on a monthly basis.
- c. If the Town Administrator leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings, he or she shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his or her salary at the time of his or her separation from employment from the Town.
- d. The Town shall provide the Town Administrator with a mobile phone and will pay for all related expenses.
- e. This Section shall survive the termination of this Agreement

Section XII, Indemnification.

- A. The Town shall defend, save harmless and indemnify the Town Administrator up to \$1,000,000.00 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 or her duties as Town Administrator, even if said claim has been made following his or her termination from employment, provided that the Town Administrator acted in good faith and within the scope of his or her duties. This provision does not cover indemnification for criminal acts, willful torts, intentional civil rights violations or suits by the Town Administrator against the Town or any of the Town's current or former officials, officers, employees, attorneys and/or agents.
- B. 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.
- C. The Town shall reimburse the Town Administrator for any attorneys' fees and costs incurred by the Town Administrator in connection with such claims or suits involving the Town Administrator in his or her professional capacity.
- D. This section shall survive the termination of this Agreement.

Section XIII, Bonding.

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

Section XIV, Non-Renewal of Agreement.

A. If the Board decides not to renew this Agreement at its termination, the Board shall give the Town Administrator written notice at least six months in advance of its intent not to renew this Agreement. If the Board fails to give such written notice of non-renewal, this Agreement and its terms and conditions shall be extended for an additional six-month period. Seven (7) months prior to the end of the term of this Agreement (i.e., at least thirty (30) days before the date by which the Board must provide the Town Administrator with its written notice of intent not to renew this Agreement), the Town Administrator must remind the Board in writing of the provisions contained in this Section XIV no later than May 31, 2024.

B.

Section XV, Other Terms and Conditions of Employment.

A. As a condition of employment, the Town Administrator shall possess a valid and current Massachusetts' driver's license.

B. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Administrator as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Administrator, except as otherwise provided in this Agreement.

C. 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.


D. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

Section XVI, No Reduction in Benefits.

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Administrator, except to the degree such a reduction is across the board for all other Department Heads of the Town.

Section XVII, Notices.

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

1. TOWN: Chair of Select Board
7A Spofford Road
Boxford, MA 01921
2. TOWN ADMINISTRATOR: Matthew Coogan


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 as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XVIII, General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Administrator.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the Town Administrator shall be an "exempt employee."

IN WITNESS WHEREOF, the Town of Boxford, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Select Board and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate.

TOWN OF BOXFORD
Acting by and through
Its Select Board

Barton D. J. J. J.
Chair, Select Board

DATE: 7/20/21

TOWN ADMINISTRATOR

Matthew C. Coyne
(Name)

DATE: 7/8/2021

Attest to Signature:

Robert Philam
Town Clerk

DATE: July 20, 2021

Approved as to Legal Form

[Signature]
Labor Counsel

DATE: 7/29/2021

I certify there is an appropriation in Account _____
to fund this contract.

Kevin J. Butts
Town Accountant

DATE: 7/22/21