

**CONTRACT OF EMPLOYMENT  
BETWEEN  
THE TOWN OF SHIRLEY  
AND  
PATRICE GARVIN**

**A. PREAMBLE**

THIS AGREEMENT made this 13<sup>th</sup> day of April 2015, by and between the TOWN OF SHIRLEY, a Massachusetts corporation having a regular place of business at 7 Keady Way, Shirley, Massachusetts, acting by and through their Board of Selectmen, hereinafter referred to as "Selectmen," and PATRICE GARVIN, with an address of 14 Bishop Street, Chelmsford, Massachusetts, hereinafter referred to as "Garvin."

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

**B. EMPLOYMENT**

Pursuant to the authority contained in MGL c. 41, §23A and c. 41, §108N, the Selectmen hereby agree to employ Garvin and to appoint her to the position of Town Administrator and Garvin hereby accepts employment on the following terms and conditions.

**C. DUTIES**

Garvin shall perform and fulfill all of the duties and responsibilities of the Town Administrator in conformance with the Town's job description for the position, a copy of which is attached hereto as Exhibit A. Garvin will ensure that the Board of Selectmen's office is staffed during Town Office hours of operation, unless prior notice is given to the Selectmen.

**D. TERM OF CONTRACT**

Garvin shall be appointed for a three (3) year period beginning July 1, 2015 and ending June 30, 2018.

It is expressly understood and agreed that a decision to not reappoint Garvin on the expiration of this contract, or any renewal or extension thereof, shall not be construed as a dismissal.

Either party may request that the provisions of this contract be renegotiated for any extensions beyond June 30, 2018. The parties hereby agree that said negotiations commence on or before December 31, 2016 of the final year of the contract.

It is expressly understood that the terms and conditions of the expiring contract shall stay in full force and effect until new terms and conditions, if any, are negotiated and signed by the parties.

**E. RESIGNATION, NON-REAPPOINTMENT, DISCIPLINE**

1. Resignation

In the event that Garvin desires to terminate this contract before the term of service expires, she may do so by giving the Selectmen forty-five (45) days' notice in writing.

2. Non-Reappointment

The Selectmen shall have the right to not reappoint Garvin to this position, without cause, on June, 30, 2018, as long as the following conditions have been met:

- a. Garvin shall have been formally evaluated, using a performance evaluation tool as further detailed in section M of this agreement, and notified, in writing, of the Selectmen's vote not to reappoint, and the reasons therefore, prior to June 30, 2018. Said evaluation and notification shall be made via certified mail, return receipt requested, to her residence or may be delivered in hand, and;
- b. The vote not to reappoint shall be by a majority vote of the Selectmen.

3. Reprimand or Suspension

The Selectmen may reprimand or suspend Garvin for just cause (with or without pay and with or without benefits, health insurance excluded) at any time during the term of this contract after:

- a. Written notice of a hearing to be held in executive session to consider whether discipline, including a reprimand or suspension, is warranted must be sent to Garvin at least two (2) business days prior to such hearing; the notice shall include a list of charges warranting consideration of reprimand or suspension, and the notice shall be sent via certified mail, return receipt requested, to her residence or may be delivered in hand, and;
- b. A duly noticed hearing to be made public at Garvin's request, at which Garvin shall be afforded all rights provided under Open Meeting Law, and;
- c. A majority vote of the Selectmen to impose such discipline.

4. Dismissal

The Selectmen may dismiss Garvin only for just cause at any time during the term of this contract after:

- a. Written notice of a hearing to be held to consider dismissal is sent to Garvin at least ten (10) business days prior to such hearing, the notice shall include a list of charges warranting consideration of dismissal, and the notice shall be sent via certified mail, return receipt requested, to her residence or may be delivered in hand, and;
- b. A duly noticed hearing, to be made public at Garvin's request at which Garvin shall be afforded all rights provided under the Open Meeting Law, and;
- c. A majority vote of the Selectmen.

5. Appeal

For administrative remedies, Garvin shall first have the right to appeal from a reprimand, suspension, or dismissal and submitted to a mutually agreed upon arbitrator.

Garvin shall have the right of appeal from either suspension or dismissal to the Superior Court under the provisions of MGL c. 249, §54, or any other applicable law, pursuant to the standard that requires sufficient evidence on the record to justify any disciplinary action in the nature of suspension or dismissal taken by the Selectmen. Any such legal action would be at Garvin's own expense.

6. Severance

The Board agrees to pay Garvin if she is dismissed her salary of six (6) additional months. The payment will be paid over six (6) months per the standard payroll periods. The Severance Clause is not applicable if the Board votes not to reappoint Garvin to an additional term beyond June 30, 2018.

## **F. COMPENSATION**

Garvin shall be paid per pay period at the annual of: FY 2016 \$92,310.72; FY 2017 \$96,003.15 and FY 2018 \$99,695.58. Any increase in salary shall be subject to appropriation by Shirley Town Meeting and otherwise shall be paid in conformity with the Personnel Policy.

## **G. HOURS OF WORK**

Garvin agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of Town Administrator. It is also recognized that this position frequently requires evening work, and further, that carrying out the responsibility of the position requires the Town Administrator, on occasion, to be out of the Town Offices for business purposes.

## **H. BENEFITS**

### **1. Vacation**

Garvin shall be granted five (5) weeks of vacation leave effective July 1, 2015, and five (5) weeks of leave beginning on July 1, 2016 and July 1, 2017. Garvin shall not take more than two (2) weeks consecutively without prior approval of the Selectmen. All other vacation benefits shall be in accordance with the Personnel Policy and Procedure Manual.

### **2. Sick Days, Personal Days and Holidays**

Garvin shall be granted sick, personal, holiday and administrative leave as per the Personnel Policy and Procedures Manual.

### **3. Insurance**

Garvin shall be offered enrollment in the Town of Shirley's health insurance plan. The Town shall pay the same premium for such plan as it does for other non-union Town employees. Garvin shall be offered enrollment in the Town of Shirley's basic life insurance plan. The Town shall pay the same premium for such plans as it does other non-union Town employees. Any additional life insurance offered by the Town may be purchased at Garvin's expense.

### **4. Automobile Allowance**

Garvin shall receive reimbursement at the standard IRS mileage rate to cover all of Garvin's official duty travel miles in her personal vehicle according to the Town of Shirley policy. Actual mileage and documentation of same shall be provided to the Town upon submission of a request for compensation under this section.

### **5. Retirement Benefits**

Garvin shall be eligible to participate in the Town's retirement system.

### **6. Professional Development and Membership**

The Town recognizes its obligations to the professional development of the Town Administrator and Garvin may be given an annual allowance, subject to the limitations on the budget, as approved by Town Meeting, to be used toward the cost of membership to professional organizations and toward seminars and courses and associated expenses that are necessary for her professional development. Attendance at courses and programs requires the prior approval of the Board of Selectmen.

### **7. Outside Employment**

Garvin may be allowed to perform outside employment, with the following conditions:

- a. Any outside employment shall be approved in writing, in advance, by a majority of the Board of Selectmen.

- b. Any outside employment shall be compatible with the professional standing of the office of Town Administrator.
  - c. The outside employment shall not conflict with her responsibility as the Town Administrator.
8. Leave of Absence  
Garvin shall be granted leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Maternity Leave; jury duty leave; military leave; and other leave as required by law upon approval by the Board of Selectmen.
9. Other Benefits  
Garvin shall receive all other benefits offered to all non-union, exempt employees in the Town of Shirley.

**I. INDEMNIFICATION**

The Selectmen agree to maintain Professional Liability Insurance for the Town of Shirley in the amount of One Million (\$1,000,000.00) Dollars per occurrence, or any such greater amount as determined by the Selectmen, which policy shall cover Garvin, to provide legal counsel for Garvin in accordance with the provisions of MGL c. 258 s2, in defense of any action in which Garvin is named as a party except as may relate to her reprimand, suspension or dismissal; and to indemnify, defend, save and hold harmless Garvin in any demands, claims, actions, suits and legal proceedings brought against her in her official capacity, as an agent of the Town in accordance with and subject to the conditions and limitations of, MGL c. 258 ss1-8, 9 and 13. This indemnification shall service and endure the expiration of this contract for all actions taken while Garvin was employed by the Town.

Should, subsequent to her service as Town Administrator, the Town call or summons Garvin to provide information about or testify as to actions that took place during her tenure as Town Administrator, Garvin agrees that, if requested in writing by the Selectmen, she will cooperate. The Town agrees to reimburse her for her reasonable per diem expenses associated with such testimony or cooperation.

**J. INVALIDITY**

In any paragraph, part of, or rider to this contract is found invalid, it shall not affect the remainder of the contract, but said remainder of the contract shall remain in full force and effect.

**K. ENTIRE AGREEMENT**

This contract embodies the entire agreement between the Selectmen and Garvin and there are no other inducements, promises, terms and conditions or obligations made or entered into by either party other than those contained herein. This contract may not be changed except in writing and signed by the parties.

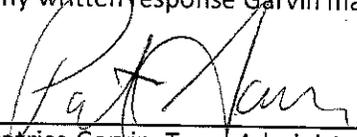
**L. GOALS AND OBJECTIVES**

The Board shall meet with Garvin annually no later than December 31<sup>st</sup> for the purpose of jointly discussing and establishing a set of goals and objectives for the ensuing twelve (12) months and for reviewing any previously established goals.

**M. PERFORMANCE EVALUATION**

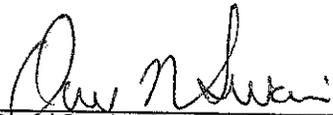
The Board of Selectmen may conduct a performance counseling session by November of each fiscal year and shall write a performance evaluation of Garvin by October of each fiscal year. The performance evaluations shall be conducted in accordance with the standard Personnel Evaluation Form attached to this contract with mutually agreed performance measures, goals and objectives. These written evaluations shall be submitted to Garvin, who may offer a written response. The evaluations and response shall then be discussed by the Selectmen and Garvin.

Within fifteen (15) days following the discussion of the evaluation and response by Garvin the Selectmen shall adopt, by majority vote, a consolidated written evaluation which, together with any written response Garvin may offer, shall be placed in Garvin's personnel file.

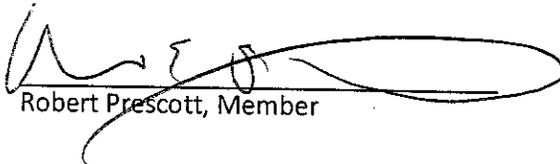
  
\_\_\_\_\_  
Patrice Garvin, Town Administrator

Town of Shirley

Date 4/13/15

  
\_\_\_\_\_  
David Swain, Chairman

  
\_\_\_\_\_  
Kendra Dumont, Vice Chairman

  
\_\_\_\_\_  
Robert Prescott, Member

# Town of Shirley

## Board of Selectmen



7 KEADY WAY – SHIRLEY, MASSACHUSETTS - 01464-2812  
*Robert Prescott, Chairman; David Swain, Vice Chairman; Kendra Dumont*

TEL: (978) 425-2600, x200  
Fax: (978) 425-2602  
[Selectmen@shirley-ma.gov](mailto:Selectmen@shirley-ma.gov)

### ADDENDUM TO THE TOWN ADMINISTRATORS CONTRACT JULY 1, 2015 – JUNE 30, 2018

THIS ADDENDUM made this 15<sup>th</sup> day of June, 2015, by and between the TOWN OF SHIRLEY, and PATRICE GARVIN. The following replaces language of the signed contract dated April 13, 2015 is as follows:

#### H. Benefits

##### 3. Insurance

Garvin shall be offered enrollment in the Town of Shirley's health insurance plan. If the Town does not appropriate a wage adjustment for Garvin for fiscal year 2016 (or for any fiscal year of this contract) the Town shall pay an additional amount, as agreed upon by both parties (Section F Compensation), towards the Town's annual share of the premium payment for Garvin's enrollment in such health insurance plan, which amount is in addition to the Town's contribution towards health insurance premiums paid for other non-union Town employees. Garvin shall be offered enrollment in the Town of Shirley's basic life insurance plan. The Town shall pay the same premium for such plans as it does other non-union Town employees. Any additional life insurance offered by the Town may be purchased at Garvin's expense.

Robert Prescott, Chairman

David Swain, Vice Chairman

Kendra Dumont, Member

Patrice Garvin, Town Administrator

# TOWN OF SHIRLEY JOB DESCRIPTION TOWN ADMINISTRATOR

## Summary:

The purpose of the position of Town Administrator is to perform complex professional, administrative and supervisory work in providing daily control over ongoing town activities as well as assisting the Board of Selectmen to discharge the duties of the office; all other related work as required. The Town Administrator is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

As the Chief Administrative Officer for the Town of Shirley, the Town Administrator, under the direction of the Board of Selectmen, administers and supervises all phases of the Board's responsibilities. The Town Administrator provides day-to-day administrative coordination and direction to department heads under the jurisdiction of the Board of Selectmen, including the Inspectors, Dog Officer, Fire and Police Chiefs and the Department of Public Works, as well as to all boards and commissions that report to the Selectmen. The Town Administrator also serves as the Selectmen's liaison to other Town departments and boards, coordinating activities involving more than one department and following up with all departments on issues requested by the Selectmen

## Supervision:

The position of Town Administrator performs complex and highly responsible duties, requiring the exercise of a high level of independent judgment in providing professional advice to the Board of Selectmen and town officials, departments, boards and committees concerning the development, implementation and administration of the policies, goals, regulations, and statutory requirements related to the administration and operation of the town. Below defines what supervision the Town Administrator can anticipate on receiving and what supervision the Town Administrator gives on a daily basis:

- Supervision Received: Works under the policy direction of the Board of Selectmen with considerable latitude for independent judgment and initiative. Assumes responsibility for developing and achieving the department's goals and objectives. Questions are referred to supervisor only when clarification of town policy is needed. The position is subject to review and evaluation according to the town's personnel plan.
- Supervision Given: Exercises direct supervision of employees of the Selectmen's office and provides general supervision to department heads under the control of the Board of Selectmen. Department heads and other employees report to the

Board of Selectmen through the Town Administrator. Coordinates and participates in the evaluation of performance and goal setting for department heads identified in the summary above.

**Primary Job Responsibilities:**

The position of Town Administrator has a wide-range of job responsibilities requiring the exercise of a high level of independent judgment due to the complexity of Town Government. Although it is difficult to list every task that the Town Administrator is partially or fully accountable for; the listing below provides a basic outline of some of the responsibilities that are associated with the position.

- Implements the requirements of the General Laws of the Commonwealth, Town Bylaws, and approved policies of Town boards, commissions, and committees as required.
- Develops and organizes proposed Warrant Articles for Town Meeting(s). Conducts Warrant Article research as requested by the Board. Attends Town Meeting(s) and provides information to the Selectmen, Town Counsel and other individuals.
- Administers the Selectmen's office by receiving and making appropriate disposition of all correspondence and communications; makes all procedural and substantive preparation for the meetings of the Selectmen, anticipates needs of the Selectmen for information and background material for setting policy and making decisions by the board. Ascertains that all decisions of the board are carried out.
- Prepares the agenda for meetings of the Board of Selectmen, bringing before them all matters requiring their attention; attends all Selectmen's meetings, prepares and discusses recommendations and alternatives for their decisions.
- Informs the Selectmen and other appropriate boards/committees, of all relevant statutory and regulatory changes.
- Works with the Board of Selectmen to develop long range goals and objectives for the Town. Assists the Board in preparing and reviewing a Community Action Statement. Keeps the Board of Selectmen fully informed on the long range needs of the Town and shall provide the Selectmen with data to support suggested alternative courses of action. Coordinates the compilation of the Capital Program and works with the Board of Selectmen, Finance Committee and Town Accountant in developing the action program.
- Management of the Office of Board of Selectmen, other departments under the control of the Board of Selectmen, and the establishment of effective working relationships amongst all Town boards, departments, commission, and

committees. Communicates Selectmen's policy to all departments and personnel under the control of the Selectmen.

- Works with Town boards and commissions in an advisory capacity, provides reports on various Town projects, and works with regional and state agencies on projects involving the Town. Attends boards and commissions meetings, as needed.
- Prepares Town warrants and materials necessary for Town Meeting(s). Provides assistance to the Finance Committee in preparing their report for Town Meeting.
- Prepares applications for grants, administers grants received, works with appropriate state and private officials on projects and reports necessary information to Board of Selectmen.
- Ensures that projects and programs are effectively coordinated by following the projects and programs, ensuring that communications are maintained amongst officials and employees involved, and reporting to the Selectmen on problems encountered.
- Attends professional meetings and otherwise keeps abreast of modern developments in municipal government, and makes appropriate report to the Board of Selectmen. Works with federal, state and other local officials in furthering the best interests of the Town.
- Serves as the Town's Chief Procurement Officer per MGL Chapter 30B. Prepares requests for proposals and bid specifications, oversees the bidding process. Assists the Board and departments under their control with contracted services, including preparing bid specifications, analyzing bids, and acting as contract administrator.
- Serves as the Selectmen's representative with the Finance Committee.
- Works with the Finance Committee, and on behalf of the Board of Selectmen, coordinating operating and budget preparation for all town departments.
- Monitors the work of contractors and consultants hired under the Selectmen's jurisdiction.
- Coordinate personnel matters for the Town under the direction of the Personnel Board and Board of Selectmen.
- Serves as the Town's Personnel Administrator.
- Administers the system of performance evaluation of those personnel defined as Selectmen's management staff.

- Serves as Americans with Disabilities Act Compliance Officer.
- Initiates appropriate municipal responses to citizen inquires and correspondence. Hears and investigates citizen and other complaints, and makes appropriate reports to the Board of Selectmen.
- Reports to and keeps the Board of Selectmen informed on all aspects of the project affecting the Town, including providing dates of all meetings and activities.
- Assists with the administration of the Town's performance review process.
- Coordinates and participates in the evaluation of performance and goal setting for department heads under the direct jurisdiction of the Board of Selectmen.
- Serves as Chief Negotiator for the Board of Selectmen for Collective Bargaining Units under the jurisdiction of the Board of Selectmen.
- Oversees all insurance policies and practices, selects workers compensation and property and liability insurance policies for purchase by the Town.
- Serves as the Town's Affirmative Action Officer and ensures compliance with all Federal and State Regulations. Prepares and updates the Town's Affirmative Action Plan.
- Prepares and implements the operating budget for the Selectmen's Office.
- Reviews and makes recommendations to the Board on all budget requests of departments reporting to the Board of Selectmen.
- Works with the Finance Committee in the establishment of a five-year capital plan.
- Maintains and reports to the Board of Selectmen of the status of any legal issues.
- Works closely with Town Counsel in the preparation of legal research.
- Maintains an inventory of Town buildings and property.
- Manages facilities and equipment under the jurisdiction of the Board of Selectmen. Monitors building maintenance and authorizes appropriate expenditures or makes necessary recommendations to the Board of Selectmen relative to repair and maintenance.

- Performs similar or related work as required, directed or as situation dictates.
- Acts as liaison with public utility companies.
- Acts as the Board of Selectmen's representative to federal, state and other local government jurisdictions relative to issues related to the Town of Shirley
- Works with the MassDevelopment and the Devens Enterprise Commission in coordinating and reviewing aspects of the project which affect the Town of Shirley including but not limited to public safety, public works and recreational functions.

### **RECOMMENDED MINIMUM QUALIFICATIONS**

The position of Town Administrator requires a high level of professionalism, characterized by sound judgment, ability to maintain strict confidentiality and an attitude of accessibility and responsiveness to other Town personnel and the public. Good supervisory and organizational ability should be accompanied by excellent verbal and writing skills, including a talent for clear, concise, accurate expression. The Town Administrator must have knowledge of successful grant procurement, administration and computerization. Defined below are the education, prior experience, knowledge, ability, and skill qualifications for the position of Town Administrator:

- Education, Training and Experience: Bachelor's Degree in public administration or related field; five years of increasingly responsible experience in municipal administration including two years of supervisory experience; or any equivalent combination of education and experience.
- Knowledge, Ability and Skill: Comprehensive knowledge of the functions of municipal government. General understanding of the interaction between local government, state government, and federal government. General knowledge of Massachusetts General Laws as they apply to municipal operations highly desirable. Working knowledge of business administration, practices, and general office procedures.

Ability to plan, organize and direct the preparation of reports, analyze problems, and formulate recommendations. Ability to speak and write effectively. Ability to establish and maintain effective working relationships with all town employees, board/committee members, officials and the general public. Ability to recognize town-wide priorities and work cooperatively to support their accomplishment. Ability to conceptualize and put into operation department and town-wide goals and objectives. Ability to prioritize multiple tasks and deal effectively with interruptions, often under considerable time pressure.

Excellent fiscal skills. Demonstrated skills in working cooperatively with other agencies, citizen groups, and individuals in promoting the best delivery of

services to the community. Excellent managerial, organizational and communication skills. Imagination, innovation and judgment relating to planning and achieving town-wide goals.

**Physical Requirements:**

The physical demands for the position of Town Administrator described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The Town Administrator may lift/move objects weighing up to 10 pounds, files, and types on a keyboard at a moderate speed. The position spends extended periods of time sitting/standing at meetings. The position communicates verbally and in writing. Manually operates all equipment. Hearing and vision correctable to normal ranges; close-up vision and the ability to adjust focus across a presentation audience.

**Job Environment:**

Work for the Town Administrator is generally performed under typical office conditions. May be required to attend frequent night meetings and work on weekends, as need, and may be contacted at home at any time to respond to important situations and emergencies.

Oversees and participates in the general preparation and administration of the Town's operating and capital budgets.

The Town Administrator makes constant contacts with a wide variety of persons/organizations including the general public, other town departments/boards/committees, state and municipal officials/organizations and local civic and social organizations. Contacts require considerable persuasiveness, resourcefulness, discretion, and negotiating skills to influence the decisions and behavior of other parties.

Errors in judgment by the Town Administrator could have continuing adverse effect on the town's ability to deliver services, result in loss of municipal revenues, have far-reaching legal and financial ramifications, and cause significant adverse public relations.