

TA Proposal, 1/08/2010

1. A new three-year term commencing at expiration of current contract.

Amend first paragraph of Section II, which currently reads:

The Board agrees to appoint the Town Administrator for a three (3) year period commencing September 10th, 2007 and ending September 9th, 2010. The term of this Agreement shall be September 10th, 2007 through September 9th, 2010. With the exception of any salary increases, if any, under item VI in the Agreement, all terms of this Agreement shall be binding throughout the appointment period.

To read as follows:

The Board agrees to appoint the Town Administrator for a three (3) year period commencing September 10th, 2010 and ending September 9th, 2013. The term of this Agreement shall be September 10th, 2010 through September 9th, 2013. With the exception of any salary increases, if any, under item VI in the Agreement, all terms of this Agreement shall be binding throughout the appointment period.

2. Same notification at least six months prior to end of new term.

Amend second paragraph of Section II, which currently reads:

The Board must notify the Town Administrator no later than six (6) months prior to the end of its initial term as to whether the Town intends to appoint the Town Administrator for another term. If the Town does not notify him by March 10th, 2010 and the Board does not appoint him to another term, the failure to notify him shall entitle him to six months salary as severance pay and during the remaining time the Town Administrator shall be granted reasonable time to seek other employment.

To read as follows:

The Board must notify the Town Administrator no later than six (6) months prior to the end of *his* term as to whether the Town intends to appoint the Town Administrator for another term. If the Town does not notify him by March 10th, 2013 and the Board does not appoint him to another term, the failure to notify him shall entitle him to six months salary as severance pay and during the remaining time the Town Administrator shall be granted reasonable time to seek other employment.

3. TA's compensation remains at current rate-- \$105,000 per year¹—with any future raises to be determined by BOS based on TA's performance and Town's fiscal situation.

Amend Section VI, Compensation, which currently reads:

In consideration of work performed, the Town shall pay the Town Administrator an annual salary of \$100,000.00 effective September 10th, 2007 to be paid in sums of one/fifty second each week. Future salary adjustments shall become effective annually by adding \$2,500.00 to his base salary on September 10th, 2008 and again on September 10th, 2009, and as determined based on the Town Administrator's performance of the Town's goals and objectives and subject to the Town's fiscal and operational needs

To read as follows:

In consideration of the work performed, the Town shall *continue* to pay the Town Administrator an annual salary of *\$105,000*. *Any* future salary adjustments shall become effective as determined by the Board of Selectmen based on the Town Administrator's performance of the Town's goals and objectives and subject to the Town's fiscal and operational needs.

4. Increase vacation from 20 to 25 days per year.² Eliminate payment for unused vacation.³

Amend Paragraph B of Section IX, Fringe Benefits, which currently reads:

The Town administrator shall receive up to twenty (20) vacation days per fiscal year and will be allowed to carry over up to five (5) days to the next fiscal year. The Town Administrator may be paid out up to five (5) unused vacation days prior to the end of the fiscal year. The Town Administrator shall be credited with fifteen (15) vacation days as of September 10th, 2007.

To read as follows:

The Town administrator shall receive up to twenty-*five* (25) vacation days per fiscal year and will be allowed to carry over up to five (5) days to the next fiscal year.

¹ Annual Salary history: 9/10/07: \$100,000; 9/10/08: \$102,500; 9/10/09: \$105,000.

² For comparison's sake: The Personnel By-law provides in §33-23-B(5) "After the twentieth year the employee will accrue vacation days at a rate of two and eighty-three thousandths (2.083) days per month, equaling (25) days per year." TA has nearly thirty years' career experience as a municipal administrator, which began in July 1981.

³ TA has not received any payments for unused vacation; the language can be eliminated.