

**EMPLOYMENT AGREEMENT**

**BETWEEN**

**TOWN OF IPSWICH**

**AND**

**TOWN MANAGER**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 5th day of October 2020 by and between the Town of Ipswich, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Select Board hereinafter called "Board," and Anthony Marino, hereinafter called "Town Manager," as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Anthony Marino as Town Manager of the Town of Ipswich;

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

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

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

WHEREAS, Anthony Marino agrees to accept employment as Town Manager of said Town,

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

**Section 1. Functions and Duties of the Town Manager.**

The Town hereby offers to employ Anthony Marino as Town Manager of said Town, and Anthony Marino accepts said offer. The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in the Town Charter and such other duties as the Board shall from time to time assign to the Town Manager.

**Section 2. Term.**

This Agreement shall become effective April 23, 2021 and shall be in full force and effect until April 23, 2024. This Agreement shall be for a term of three (3) years, subject to Section 15, and shall be binding on the Town in each year of its duration.

**Section 3. Removal of Town Manager.**

- A. The Select Board, at any meeting of the full membership of the Board, may adopt a preliminary resolution to remove the Town Manager by a vote in which not more than one member dissents. At least thirty days before such proposed removal becomes effective, the Select Board shall file a preliminary written resolution with the Town Clerk setting forth in detail the specific reasons for the proposed removal, a copy of which resolution shall be delivered to the Town Manager. The Town Manager, within thirty

days after notice so filed, may reply in writing to the resolution and may request a public hearing. If the Town Manager so requests, the Select Board shall hold a public hearing not earlier than twenty days nor later than thirty days after the filing of such request. After such public hearing, if any, otherwise at the expiration of thirty days following the filing of the preliminary resolution, and after full consideration, the Select Board, by vote of the full membership of the Board at which no more than one member dissents, may adopt a final resolution of removal. In the preliminary resolution, the Select Board may terminate the Town Manager from duty, but shall in any case cause to be paid to the Town Manager forthwith any unpaid balance of the Town Manager's salary through the date of the final resolution.

- B. In the event the Town Manager voluntarily terminates their position with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town three (3) months' written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

#### **Section 4. Non-Renewal of Agreement.**

In the event either party hereto desires not to renew this Agreement, such party shall provide the other with notice of such intention at least six (6) months prior to the expiration of this Agreement. In the event that the Board does not provide such notice, the Agreement shall be extended for a period of one (1) year under the same terms.

In the event the Town Manager is terminated prior to the expiration of this Agreement, the Town agrees to pay the Town Manager a lump sum cash payment equal to six (6) months' salary, which amount shall be paid to the Town Manager on or before the effective date of termination of this Agreement: provided, however, if the Town Manager is terminated for just cause, the Town shall have no obligation to pay the aggregate severance sum provided for in this paragraph. This section shall survive any termination of the Agreement.

#### **Section 5. Salary.**

- A. To acknowledge the ongoing COVID-19 pandemic, the Town Manager agrees to hold his FY20 salary of One Hundred Fifty-Nine Thousand and Two Hundred (\$159,200) Dollars for two years. On July 1, 2022, The Town agrees to pay the Town Manager for services rendered under this Agreement an annual base salary of One Hundred Sixty-Eight Thousand Nine Hundred and Fifty (\$168,950) Dollars, subject to applicable withholdings and deductions. Thereafter, for the term of this Agreement, the Town Manager shall receive any cost of living adjustment increase granted to other non-exempt employees of the Town. The Town agrees to review the Town Manager's salary on an annual basis.
- B. If the Town Manager continues in office after the expiration of this Agreement, and there is no successor agreement, the Town Manager shall continue to receive the latest salary under this Section until such time as the Town Manager's salary shall be otherwise provided for by the Town. This Subsection shall survive the termination of the Agreement.
- C. Annually, at least forty-five (45) days prior to the anniversary of this Agreement, the Select Board and the Town Manager shall meet to discuss additional increase, if any, in the Town Manager's salary. In considering additional adjustments, the Select Board and Town Manager shall undertake a review of the salaries of town managers in comparable communities to ensure equity and parity, the performance of the Town Manager, the financial condition of the Town and any such factors the parties may determine.

**Section 6. Town Manager Evaluation.**

- A. The Board shall review and evaluate the Town Manager each November 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 Manager. Further, the Chair of the Select Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss their evaluation with the Board. The individual evaluation of Board Members and the summary evaluation shall be part of the Town Manager's personnel file, subject to Section 23 (e) of chapter 30A of the Massachusetts General Laws.
- B. The Board and the Town Manager shall annually 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 7. Hours of Work.**

The Town Manager shall 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 Town and the Town Manager agree that the Town Manager is an exempt employee for the purposes of the Fair Labor Standards Act (FLSA).

It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Manager will be allowed to take reasonable time off as they shall deem appropriate during said normal office hours. If the Town Manager shall be out of the office for a full day, they shall notify the Chair of the Select Board.

The Town Manager will not engage in any outside employment without the prior approval of the Select Board.

**Section 8. Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty and Disability Insurance.**

- A. The Town shall offer the Town Manager a health insurance policy as available to other Town employees.
- B. The Town Manager shall be entitled to twenty (20) paid vacation days per contract year. Unused vacation days may be carried over from one year to another up to a maximum of twenty (20) days.
- C. The Town Manager shall be granted fifteen (15) medical leave days per contract year. Unused medical leave days may be accumulated from year to year. Medical leave days may accumulate to a maximum of one hundred seventy-seven (177) days.

On resignation, retirement or death, within the purview of Chapter 32 of the General Laws of the Commonwealth of Massachusetts, with 15 years or more of service in

Ipswich, an employee will be paid fifty dollars (\$50) for each medical day they have to their credit, up to a maximum of 100 days. Payment shall be made after a reasonable time for purpose of appropriation. Employees are required to provide six (6) months advance written notice of their intent to retire, unless extenuating circumstances exist where written notice cannot be provided.

- D. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Manager if this Agreement is extended.
- E. The Town Manager shall receive the same holidays as non-exempt employees.
- F. Upon the death of the Town Manager's spouse, companion or children, the Town Manager will be granted leave of ten (10) working days without loss of pay. Upon the death of the Town Manager's mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Town Manager will be granted leave pursuant to the Town's Personnel Policy then in effect.
- G. The Town Manager shall receive three (3) days personal leave each contract year. Personal days shall not carry over.
- H. In the event that the Town Manager serves as a juror in a federal court or in the Courts of the Commonwealth, the Town Manager shall receive from the Town the difference between their salary and compensation they received for such jury services, exclusive of any travel or other allowance; provided, however, the Town Manager shall receive full pay for the first three days of service for the Commonwealth of Massachusetts.
- I. Should the Town Manager attend the International City Management Association's (ICMA) Annual Conference or other professional conferences, time spent at such conferences shall not be deducted from their vacation leave and shall be considered as professional development.

#### **Section 9. Professional Development.**

- A. The Town agrees to pay for the registration, travel, and subsistence expenses of the Town Manager for short courses, institutes, and seminars that are necessary for the Town Manager's professional development to be determined in consultation with the Chair of the Select Board.
- B. Upon prior approval of the Select Board, the Town shall pay the Town Manager's registration fee(s), travel, and subsistence expenses to and from the ICMA Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Managers' Association Annual Spring Conference; provided, however, that such attendance does not conflict with critical Town business.

#### **Section 10. Dues and Subscriptions**

The Town agrees to pay for the professional dues and subscriptions of the Town Manager necessary for membership in the following professional organizations:

International City Management Association (ICMA); Massachusetts Municipal Managers' Association; and any other professional organizations mutually to be deemed necessary and desirable for their continued professional participation, growth, and advancement and for the good of the Town.

#### **Section 11. Expenses.**

- A. The Town Manager shall be reimbursed for any expenses incurred in the performance of their duties, or as an official representative of the Town, including attendance by the Town Manager at civic or social events.
- B. The Town shall reimburse the Town Manager for use of their personal automobile in the exercise of their duties as Town Manager pursuant to relevant IRS Regulations for auto deductions.
- C. If the Town Manager leaves the employment of the Town and serves as a witness on behalf of the Town, they shall be paid for each day of preparation and attendance at trial on a per diem basis based on their salary at the time of their separation from employment from the Town.
- D. The Town shall reimburse the Town Manager sixty-five percent (65%) of his personal cell phone bill and data plan.
- E. The Town will provide the Town Manager with an electronic tablet or laptop for use in connection with official duties.

**Section 12. Indemnification.**

The Town shall defend, save harmless and indemnify the Town Manager against any civil tort, professional liability, claim or demand made by a third party, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of their duties as Town Manager, even if said claim has been made following their termination from employment, provided that the Town Manager acted within the scope of their 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 Manager.

The Town shall reimburse the Town Manager for any attorneys' fees and costs incurred by the Town Manager in connection with such claims or suits involving the Town Manager in their professional capacity.

This indemnification shall also apply to the Town Manager after they leave the employment of the Town as it applies to matters and issues of interest to the Town.

This section shall survive the termination of this Agreement.

**Section 13. Bonding.**

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

**Section 14. Residence**

The Town Manager agrees to establish and maintain during the term of this Agreement residence within the Town on or before April 23, 2022.

**Section 15. Other Terms and Conditions of Employment.**

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.
- B. This Agreement shall prevail over any conflicting personnel provisions of the Town By-laws or Rules and Regulations.
- C. All other general provisions of the Town's By-Laws relating to fringe benefits shall also apply to the Town Manager as they apply to other non-collective bargaining unit employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Manager, except as otherwise provided in this Agreement.

**Section 16. 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 Manager, except to the degree such a reduction is across the board for all other employees of the Town.

**Section 17. 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 the Select Board
- 2. TOWN MANAGER: Anthony Marino (To address on file with Town)

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 18. 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 Manager.
- 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 Manager shall be an "exempt employee".
- E. This Agreement shall prevail over any conflicting provisions of any personnel manual, rule, or regulation, but not the Charter.

IN WITNESS WHEREOF, the Town of Ipswich, Massachusetts, has caused this Agreement to be signed and executed on its behalf by the Chair of the Select Board, and Anthony Marino has signed and executed this Agreement, both in duplicate.

TOWN OF IPSWICH

TOWN MANAGER

Acting by and through its Select Board

  
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Linda Alexson, Chair of the Select Board

Anthony Marino

DATE: 10/6/2020

DATE: October 6, 2020