

An Employment Agreement Between
The Town of North Andover
And
The Town Manager
Andrew W. Maylor

Preamble

This AGREEMENT is made pursuant to M.G.L. Chapter 41, Section 108N by and between the Board of Selectmen, hereinafter referred to as the 'Board' of the Town of North Andover, Massachusetts, hereinafter referred to as the 'Town' and **Andrew W. Maylor**, hereinafter referred to as the 'Manager';

WHEREAS the Board, by a unanimous vote on **October 24, 2011**, appointed the Manager for an indefinite term pursuant to the provisions of the Town Charter;

WHEREAS the Board and the Town Manager entered into an employment agreement the purpose of which, was to define the terms of employment, benefits and compensation for the period of December 16, 2011 to December 15, 2016.

Now in consideration of the promises contained, the parties hereto mutually agree as follows:

Article I: Functions and Duties of the Manager

The Manager shall perform faithfully, the best of his ability, the functions and duties of the Town Manager as enumerated in the North Andover Town Charter.

Article II Term

This Agreement shall become effective December 16, 2011, and shall be in full force and effect until December 15, 2016. The Agreement shall be for a term of five years, subject to Article IX.

Article III Vacation and Other Leaves:

A. Vacation: The Manager shall be granted 25 days paid vacation leave per year (each twelve month period commencing on the first day of the Term) for the Term of this Agreement. Vacation carryover shall not exceed five days from year to year. Any days carried from one year to the next shall be used by April 1st of the following year or forfeited. The Manager may at his sole discretion receive a cash payment for up to five vacation days per year. Said cash payment, if so elected, shall be payable in the first pay period of the calendar year following when those vacation days were earned.

B. Sick Disability: The Manager shall receive 24 days of sick leave on the date of hire and commencing on July 1, 2013 shall accrue additional sick leave pursuant to the provisions of the Town's personnel by-law. The sick leave benefit shall be administered in conformance with the Town's personnel by law and/or rules and regulations.

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C. Other Leave: The Manager shall be afforded all other leaves, as detailed in the Town's personnel by-law and/or rules and regulations that do not conflict with any provision included in this agreement. In addition, attendance at conferences or other professional seminars shall be not deducted from the Manager's vacation leave. The Board may also grant other leave with or without compensation upon request by the Manager.

Article IV: Other Benefits:

A. Automobile Allowance: The Manager shall receive an automotive allowance of four hundred and fifty dollars (\$450.00) per month commencing on the effective date of this Agreement through December 15, 2013. Commencing on December 16, 2013 said automotive allowance shall be five hundred and seventy five dollars (\$575.00) per month.

B. Insurance: Health Insurance will be provided in accordance with eligibility requirements, as provided under Town plans. In addition, the manager shall be provided with an allowance of up to \$1,500 annually for Life and Disability Insurance.

C. Professional Membership, Development, Conferences:

1) The Board recognizes and encourages the Manager to join professional organizations that are typically affiliated with municipal government. The Town agrees to budget and pay for professional dues and subscriptions of the Manager for such organizations.

The Town shall reimburse the Manager for all reasonable and proper expenses incurred while attending approved conferences. The Board also agrees that the Manager will be allowed to attend courses, institutes, and seminars that are necessary for his professional development and that he will be reimbursed for any reasonable and proper expenses incurred while attending such events, subject to appropriation.

2) However, the maximum amount of money that the Town will pay per year for the expenses associated with Section IV-C shall be \$3,000 without the prior approval of the Board of Selectmen. Time away for meetings or conferences unrelated to Town business shall not exceed 10 days per year without the prior approval of the Board of Selectmen.

D. Other: The Manager shall be afforded all other benefits, as detailed in the Town personnel by-law and/or rules and regulations that do not conflict with any provisions included in this agreement.

Article V: Professional Liability

A. The Board agrees that it shall defend, hold harmless, and indemnify the Manager from any and all demands, claims, suits, actions, and legal proceedings brought against the Manager in his official capacity as Town Manager provided the incident arose while the Manger was acting within the scope of his employment. Except that in no case will individual Board members be considered personally liable for indemnifying the Manager against such demands, claims, suits, actions, and legal proceedings.

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B. The Board shall not, however, be required to pay any costs of any legal proceedings in the case of any allegations brought by the Board under the removal provisions of Section 9 of the Town Charter.

Article VI: Renewal of Employment Agreement

A. 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 one hundred twenty (120) working days prior to the expiration of this agreement. In the event that the Board so elects not to renew this agreement, the Manager shall be paid severance pay for either the period which the Manager remains unemployed as a town manager or three months, whichever is less, provided, however, that in the event this agreement is not renewed due to gross misconduct in office by the Manager, the Town shall have no obligation to pay the severance sum provided for in this paragraph. This article shall survive the termination of this agreement.

Article VII: Manager Evaluation

A. The Town Manager shall receive his first evaluation six months after date of hire. Annually the Board and Manager 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 obtainable 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.

B. The Board shall review and evaluate the Manager 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 Manager. Further, the Chair of the Board shall provide the Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Manager to discuss his evaluation with the Board.

Article VIII: Performance

The Manager shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual agreement between the parties, in writing.

Article IX: Termination of Employment

A. Termination by the Manager: The Manager, may, at his option and by a minimum of sixty (60) days written notice to the Board unilaterally terminate this agreement. The Board may, at its discretion, shorten or waive such requirement.

B. Termination by the Board: As detailed in the Town Charter, Chapter Four, Section 9, the Board may, by the affirmative vote of at least three members, terminate this agreement and initiate the removal process. The salary of the Manager shall continue to be paid for a period of

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one hundred eighty (180) days after the vote effecting removal from office. This article shall survive the termination of this agreement.

Article X Compensation:

A. Base Salary: The Town shall pay the manager the following salary:

- 1) One hundred forty five thousand dollars (\$145,000.00) per year commencing December 16, 2011 and continuing through December 15, 2014.
- 2) Fourth and Fifth Year: At least one hundred twenty (120) days prior to the fourth and fifth anniversary date of this Agreement, the Board and the Manager shall meet to discuss additional increases to the Manager's Compensation, including but not limited to Base Salary, vacation buybacks, automobile allowance, deferred compensation, insurance and professional development.

B. Deferred Compensation: Commencing on the effective date of this Agreement through December 15, 2013, Town shall pay, in addition to Base Salary, an amount equal to four thousand dollars (\$4,000.00) into a Section 457 Deferred Compensation Plan per year. Commencing on December 16, 2013 said Deferred Compensation shall be six thousand one hundred twenty five dollars (\$6,125.00) per year. The Manager, at his sole discretion, may elect to have this amount added to his Base Salary in lieu of having it placed in a Section 457 Plan.

Article II: General Provisions:

A. Expenses: The Manager shall be reimbursed for any expenses incurred in the performance of his duties or as an official representative of the Town, including attendance at civic or social events.

B. Entire Agreement: This Agreement embodies the whole Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The Agreement may not be changed except by a writing signed by the parties.

C. Invalidity: If any paragraph or part of this Agreement is judged to be invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

D. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the terms of the Town Charter of the Town of North Andover.

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Agreed to by:

North Andover Board of Selectmen

Town Manager Andrew W. Maylor

Paul Miller
Thomas Connelly
W. Board
James B. Hart

Andrew W. Maylor

I, Andrew W. Maylor, hereby certify under pain and penalties of perjury pursuant to M.G.L. Chapter 62C, Section 49A that I have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Andrew W. Maylor
Andrew W. Maylor

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