

MEMORANDUM OF AGREEMENT TOWN ADMINISTRATOR

Agreement made as of April 1, 2014 between the Town of Wenham ("Town") as represented by its Board of Selectmen and Mark Andrews ("Mr. Andrews" or "Town Administrator").

Whereas, the Town seeks to extend the services of Mr. Andrews as Town Administrator under the terms set forth below, and Mark Andrews wishes to accept the position under such terms, superseding the terms of the current contract;

THEREFORE, the Town and Mark Andrews agree as follows:

I. TERM

Employment under this Agreement is to commence as of April 1, 2014 and shall terminate on June 30, 2017. Thereafter, this agreement shall continue to remain in effect until either party notifies the other, in writing, of its intent to terminate the contract. The contract will be renewed for the following fiscal year, unless Mr. Andrews is otherwise informed by December 31st of the previous calendar year (on the basis of an annual evaluation under Section V. herein). Notwithstanding the above, the town may terminate this agreement at any time for cause the determination of which shall be at the sole discretion of the Town.

II. DUTIES AND RESPONSIBILITIES

A. During the term of this Agreement, the Town Administrator shall be responsible for day-to-day administration of the Town's affairs, subject to the direction of the Board of Selectmen. His duties shall include, but not be limited to, the following:

- Preparing, reviewing and managing budgets,
- Establishing Town goals and objectives, and directing as appropriate and monitoring performance in relation to such goals,
- Directly, or through department heads, supervising and providing for recruitment, hiring, and training of Town employees,
- Evaluating performance of Town department heads,
- Conducting collective bargaining on the Town's behalf,
- Supporting the Board of Selectmen as needed and requested, including the provision of reports on matters of interest to the Town and/or as requested by the Board,
- Representing the Town in various committees and boards, and dealing with other governmental entities as necessary,
- Pursuing alternative revenue sources, including grants (public and private) to increase the Town's financial resources,
- Enhancing the Town's overall financial and economic stability and standing in the realm of municipal management,

- Providing leadership on local and regional initiatives that improve the overall performance of the Town in the delivery of services to the residents of the Town,
- Investigating continuous improvements and available efficiencies in the delivery of Town services,
- Working with the Town of Hamilton and the Hamilton – Wenham Regional School District to secure joint grant opportunities,
- Improving the Town’s relationship with Gordon College,
- Continuing to strive for excellence in public administration, including Police Accreditation,
- Supporting economical ways to improve the overall administration of the Town, and
- Providing overall management, direction, and policy implementation of all affairs of the Town of Wenham unless otherwise delegated to other Town employees via state law or legally appropriate and acceptable direction of the Board of Selectmen.

B. Mr. Andrews shall diligently, faithfully, and competently perform the above duties and responsibilities, as well as responsibilities required or imposed upon him in accordance with the laws and regulations of the Commonwealth; Town policies; Directives of the Board of Selectmen; and the provisions of this Agreement.

III. HOURS OF WORK

Mr. Andrews agrees to devote that amount of time and energy which is necessary for him to properly and faithfully perform the duties as Town Administrator as set forth above and he shall not work less than 40 hours per week. The Town Administrator recognizes that the proper performance of his duties and responsibilities under the Agreement will require him to devote time outside of prescribed or regularly scheduled office hours. Time spent at evening meetings or hearings may be counted towards his 40 working hours. Mr. Andrews further recognizes that, except as specifically provided in section IV of this Agreement, he shall perform such services without additional compensation.

IV. COMPENSATION AND BENEFITS

A. In consideration of Mr. Andrew’s faithful, diligent and competent performance of his duties as provided in this Agreement, the Town shall pay the Town Administrator as follows:

1. For the period from the date of this contract until June 30, 2015, at a monthly rate which is equal to 1/12th of the current annual salary of \$102,393.
2. For the period of July 1, 2015 through June 30, 2016, at an annual rate of \$102,393 (base salary) plus any additional amount as determined by the Board of Selectmen based on an annual Town Administrator employee evaluation, such additional amount not to be less than 2%. Increases above the 2%, for the period of July 1, 2015 through June 30, 2016; and for the period of July 1, 2016

through June 30, 2016 shall be at the sole discretion of the Board of Selectmen and be based upon exemplary performance.

3. For the period between July 1, 2016 through June 30, 2017, at a rate established for the previous year's employment period (base salary) plus any additional amount as determined by the Board of Selectmen based on an annual Town Administrator employee evaluation, such additional amount not to be less than 2%. Increases above the 2% shall be at the sole discretion of the Board of Selectmen on the based upon exemplary performance.
- B. Mr. Andrews shall receive three (3) weeks' vacation for the yearly period of this agreement and accrued at a rate of 1.25 vacation days per month. Further, due to the extraordinary demand on the time and schedule of the Town Administrator, fifty (50%) percent of unused accrued vacation days may be carried forward into the upcoming fiscal year, not to exceed five (5) weeks in any calendar year. At no time will the Town Administrator take more than (5) weeks of paid vacation time in any one year, including the 50% accrued vacation carryover. Upon the resignation, retirement or any other termination of employment he shall be paid for all vacation days accrued but not taken. Otherwise, Mr. Andrews shall be eligible for such employee benefits as are normally provided to full-time Town employees, pursuant to applicable policies and proportional to the time period, of service as Town Administrator.
- C. The Town Administrator shall be reimbursed for reasonable expenses incurred in the course of his duties, in accordance with the town's existing policies and procedures. These expenses might include seminars, meals, travel and lodging.

V. EVALUATION

Mr. Andrews shall be evaluated annually by the Board of Selectmen in accordance with Town policy on or before December 31st of each year, starting in 2014.

VI. PROFESSIONAL ACTIVITIES

Mr. Andrews may accept speaking, writing, lecturing, teaching, training or other engagements of a professional nature, provided that they do not interfere with or detract from his duties as Town Administrator and are approved by the Board of Selectmen, such approval not to be unreasonably denied.

VII. ENTIRE AGREEMENT

This Agreement embodies the whole Agreement between the Town and the Town Administrator and supersedes all previous agreements. This Agreement may not be changed except by agreement in writing, signed by all parties.

