

**EMPLOYMENT AGREEMENT  
BETWEEN THE  
TOWN OF IPSWICH AND ROBERT T. MARKEL**

AGREEMENT dated this 8th day of August, 2011, between the Town of Ipswich, a Massachusetts municipal corporation located in Essex County, Massachusetts, hereinafter called the "Employer", and Robert T. Markel, of said Ipswich, hereinafter called the "Employee" *as authorized by Section 108N of Chapter 41 of the Massachusetts General Laws.*

- 1. EMPLOYMENT:** The Employer hereby employs the Employee and the Employee hereby accepts such employment as Town Manager of the Town of Ipswich, upon the terms and conditions hereinafter set forth.
- 2. TERMS:** This Agreement shall be in full force and effect for a period of two (2) years from January 1, 2011, unless and until: a) terminated in accordance with Section 9 of the Charter of the Town of Ipswich (Chapter 620, Acts of 1966), hereinafter referred to as the "Charter"; b) terminated by the death or resignation of the Employee; or c) terminated by the mutual agreement of the Employer and the Employee by a termination in writing of this Agreement executed by both parties.
- 3. COMPENSATION:** For all services rendered by the Employee under this Agreement, the Employer shall pay the Employee such compensation as the Employer shall determine in accordance with the terms of Section 10 of the Charter. Such compensation, effective July 1, 2010, shall be at an annual rate of \$122,123 inclusive of a five percent (5%) per week contribution by the Employer to the Employee's 457 deferred compensation plan account, and exclusive of a one percent (1%) per week contribution by the Employer to the Employee's 457 deferred compensation plan account and exclusive of the pensionable income benefit of the automobile provided in accordance with the terms of paragraph 6 herein. Effective July 1, 2012 the annual rate of compensation shall be increased by two percent (2%) contingent upon an acceptable performance evaluation conducted by the Board of Selectmen. The Town Manager's salary for the first six months of FY13 shall remain fixed at the FY12 level.
- 4. DUTIES:** The Employee is engaged as the Town Manager of the Town of Ipswich and shall have the general powers and duties enumerated in Sections 11, 12, and 13 of the Charter, as chief executive officer of the Town.
- 5. EXTENT OF SERVICES:** The Employee shall devote his entire time, attention, and energies to the business of the Employer, and shall not during the terms of the Agreement be engaged in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage; except teaching a college level course. This shall not be construed as preventing the employee from attending school on a part-time basis, if he so desires, as long as such attendance does not interfere with his duties to the Employer. .
- 6. AUTOMOBILE:** The Employer shall provide Employee with an automobile for his

use and shall pay for the operating costs, including maintenance and insurance, of such automobile, inclusive of tolls and parking expenses incurred in the performance of his duties. The Employer and the Employee recognize that under federal tax law the Employee shall be liable for income taxes on this benefit; and under state law, that said benefit shall inure to total compensation for purposes of computing pension benefits, to the extent to be determined by the Retirement Board.

**7. RESIDENCE:** The Employee will maintain a residence in the Town of Ipswich during the term of his employment.

**8. EVALUATION:** The Employer and the Employee agree that the employer, acting through its Board of Selectmen, shall annually evaluate the performance of the Employee. The Employee agrees to cooperate and participate in all reasonable evaluation procedures requested by the Employer. The Board shall on an annual basis on the anniversary date of this Agreement deliver to the Employee the goals and objectives for the Employee's performance for the following year.

**9. FRINGE BENEFITS:**

A. The Employee shall receive the following fringe benefits:

- The Employee shall be credited with fifteen (15) vacation days per year. The Employee shall use vacation time within the period it is earned.

(2) Sick days to accrue at the rate of 1.25 days per month. The Employee shall be allowed to accumulate sick days up to a maximum of 1416 hours and unused days shall carry over year to year. There is no buy back of sick leave.

(3) The following holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day.

(4) Three (3) personal days. In the event personal days are not used they may be carried forward as sick days.

(5) The Employee shall participate in the retirement system administered by the Essex Regional Retirement Board, and the Employer and Employee shall make their respective deductions and contributions.

(6) The Employee shall be entitled to participate in the Employer's Health insurance program pursuant to G.L. c. 32B. The Employer shall contribute sixty-five percent (65%) of the cost of any indemnity plan offered by the Employer.

(7) The Employee shall be entitled to participate in the Unified Credit Union.

(8) The Employee shall be entitled to participate in the dental program, the Employee

bearing the cost of the program.

(9) Life Insurance. Town approved plan of \$2,000.00 term life insurance. The premiums on such plan shall be paid 50% by the Employer and 50% by the Employee;

(10) Bereavement Leave: In the event of death of the Employee's mother, father, spouse, or child, he/she shall be granted leave with pay in the amount of five (5) working days from death through funeral, and such leave shall not be charged to sick leave or vacation leave.

In the event of death of the Employee's grandparent, brother, sister, father-in-law or mother-in-law, or a relative living in the Employee's household, he/she shall be granted leave with pay in the amount of three (3) working days from death through funeral; and such leave shall not be charged to sick leave or vacation leave. One (1) day with pay shall be granted to the Employee to attend the funeral of a brother-in-law or sister-in-law.

If, under extraordinary circumstances, the Employee requests additional funeral leave, the Board of Selectmen may, in its discretion, if the Employee's personal days have been exhausted, grant one (1) additional day of funeral leave.

In the event of death of an unrelated person or former Ipswich municipal employee, with the permission of the Board of Selectmen so as to avoid disruption of departmental functions, the Employee shall be granted either the morning or the afternoon to attend the funeral.

B. The Employer agrees to provide, at the Employer's expense, a contribution toward premium payments for additional life insurance and/or for short term disability income insurance; said premium contributions shall be included in each year's budget, and shall be subject to annual adjustment indexed to the rate of the Employee's salary adjustment, with FY11 as the base year.

C. The Employer agrees to provide, at the Employer's expense, fees for the Employee's membership in the International City and County Management Association and the Massachusetts Municipal Management Association and reasonable expenses for attendance at conferences inclusive of the ICMA annual conference.

**10. NOTICES:** Any notice required or permitted to be given under this Agreement or under the Charter shall be sufficient if in writing and if sent by certified mail to his residence in the case of the Employee, or to the Chairman of the Board of Selectmen in the case of the Employer.

**11. WAIVER OF BREACH:** The waiver by the Employer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Employee. The waiver by the Employee of a breach of any provision of this agreement by the Employer shall not operate or be construed as a waiver of any subsequent

breach by the Employer.

**12. INDEMNIFICATION:** The Employer shall indemnify, hold harmless, and defend the Employee against any claim, liability, demand, judgment, or other legal action, whether groundless or otherwise, arising out of, or relating to, the Employee's performance of his duties, in accordance with state law and in accordance with coverage under the Employer's insurance policies. The provisions of this Section shall survive and remain operative beyond the term of this Agreement. The Employee may compromise and settle any such claim or legal action and shall pay the amount of any such settlement or final judgment rendered thereon.

**13. REMOVAL OF TOWN MANAGER:** The procedure for removal of the Town Manager is set forth in Section 9 of the Town Charter which is incorporated by reference.

**14. SEVERANCE:** In the event the Employee is terminated by the Employer before the expiration of this Agreement, and during such time as the Employee is willing and able to perform his duties under this Agreement, the Employer agrees to pay the Employee a lump sum cash payment equal to one (1) calendar month's pay, as prescribed by the Town Charter. Additional severance, calculated on the basis of two (2) weeks' pay for each year of service beyond the first two (2) years, to a maximum of an additional twenty-six (26) weeks' pay, shall be paid in accordance with Employer's regular payment schedule. The Employee and his family shall also remain in the group health plan and continue receiving the life insurance and/or disability income insurance benefits provided to the Employee prior to separation during the severance period. Employee's rights under COBRA shall commence at the end of the severance period. In the event Employee is terminated because of his conviction by a competent tribunal of any illegal act constituting a misdemeanor involving a breach of the public trust, or a felony, then, in that event, the Employer shall have no obligation to pay the severance benefits designated in the Section. This Section shall survive any termination of this Agreement.

**15. SEVERABILITY:** Should any provision of this Agreement be found in violation of any Federal or State Statute, e.g., the Town Charter, by a court of competent jurisdiction, except as otherwise specifically provided herein, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The terms of this Agreement shall take precedence over any conflicting rule, regulation, or bylaw of the Town.

**16. INTERPRETATION OF AGREEMENT:** This Agreement will be interpreted and continued for all purposes under the laws of the Commonwealth of Massachusetts.

**17. ENTIRE AGREEMENT:** This instrument contains the entire Agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by both parties if any waiver, change, modification, extension, or discharge is sought.

**18.** This Contract to include by reference the salary and Goals for the period July 11, 2011 – December 31, 2012 as outlined in the Memo to the Board of Selectmen from the Town Manager Liaison Subcommittee - (Members: Charles Surpitski and William Craft). Attached..

**19. GOALS FOR THE PERIOD AUGUST 8, 2011 – DECEMBER 31, 2012:**

- It is the recommendation of the TMLS that the personnel resources directly reporting to the Town Manager be reorganized to make maximum use of these valuable personnel resources. HR and grants management (including grant target identification, grant preparation and grant supervision) can be improved. Further, it is recommended that the Town Manager consider areas that can be effectively delegated to Ms. Breaker and Mr. Antonucci in order to free up the Town Manager to focus on longer-range issues.
- Because Powder House Village represents the introduction of the most densely populated neighborhood to be added to Ipswich in recent memory, it is expected that the Town Manager will provide positive leadership in integrating the residents of this new neighborhood into the fabric of Ipswich.
- Related to #2 above, the town Manager will provide leadership in creating the future vision for services now provided by the Town's Recreation Department. This vision should incorporate partnerships with the Ipswich Schools, YMCA, various athletic leagues, and local social service providers as appropriate. Proximity of Powder House Village to the YMCA, clearly suggest that discussions with the YMCA, at least, should be initiated immediately.
- The Town Manager will provide leadership in the identification of a candidate pool and in the selection of finalists for the position of Fire Chief. Although the appointment of the Fire Chief is the prerogative of the Town Manager, the BOS expect to meet and have input into the final pool of candidates under consideration.
- The municipal side of town government will be under increasing pressure to tilt resource in the direction of the schools. While the Town is not expected to unilaterally assume new costs that could come at the expense of necessary town services, the Town Manager is encouraged identify areas, if any, where the Town might consider assuming functions that support the public schools and help to reduce pressure on the School

Budget.

- During each meeting of the Board of Selectmen, “Citizen Queries” produce questions and issues to be followed up by Town government. These queries and issues shall be appended to the minutes of meetings of the BOS – together with any updates/responses provided to citizens.
- Citizen complaints coming to Town Hall need to be logged into some central location together with the responses given to citizens - including a brief description of any direct action taken to address the complaint. The Board of Selectmen should be given timely updates or have access to the log using some agreed upon procedure.

**IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the 8th day of August, 2011.**

Town of Ipswich

By its Board of Selectmen

Robert T. Markel

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