

## **EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 7th day of January, 2020 by and between the Town of Kennebunk, in the County of York and State of Maine (the “Town”), and Michael W. Pardue (the “Town Manager”), a resident of Kennebunk, in the County of York and State of Maine.

WHEREAS, Michael W. Pardue currently serves as Town Manager of the Town of Kennebunk; and

WHEREAS, the Town wishes to have him continue in his role as Town Manager; and

WHEREAS, it is the desire of the Select Board of the Town to establish certain terms and conditions of employment and to provide for certain benefits to the Town Manager; and

WHEREAS, it is the desire of Michael W. Pardue to continue employment as the Town Manager of said Town under the terms and conditions recited herein;

NOW, THEREFORE, and in consideration of the mutual agreements and promises hereinafter set forth, the Town and the Town Manager agree as follows:

### **ARTICLE I - EMPLOYMENT AND DUTIES**

The Town agrees to employ Michael W. Pardue as its Town Manager to perform the functions and duties of said office as provided in the Charter of the Town of Kennebunk, and to further carry out such other tasks, assignments, duties and functions as may be assigned by the Select Board.

### **ARTICLE II - TERM OF EMPLOYMENT**

A. The Town hereby agrees to continue to employ the Town Manager for a period commencing July 1, 2020 and expiring June 30, 2023, subject to the provisions contained herein. No later than January 31, 2021 and each succeeding year, the parties shall meet to discuss possible extension of this agreement; provided neither party makes any commitment in that regard other than to meet and discuss the same.

B. Nothing in this agreement shall prevent, limit, or otherwise impede or interfere with the rights of the Select Board to terminate the term of office of the Town Manager for cause at any time, unless specified otherwise in this Agreement and the Kennebunk Town Charter.

C. The Town Manager and the Select Board will meet together to discuss the job performance of the Town Manager at least annually in December of each year; provided nothing herein shall prevent the Town Manager and/or Select Board from engaging in more frequent reviews if deemed appropriate. At such periodic reviews, the parties shall establish specific employment goals and objectives for the Town

Manager for the up-coming review period and (2) assess his performance of the goals and objectives previously established for the just-completed review period.

D. Nothing in this agreement shall prevent, limit, or otherwise impede or interfere with the right of the Town Manager to resign his office at any time during the term hereof, provided that he shall provide the Select Board with a minimum of a 30-day notice in writing of his intention to resign. In the event of such resignation, the Town Manager shall not be entitled to any form of severance pay except (1) earned, but unused vacation pay as required by Maine law; (2) sick time as listed in the then-current Personnel Policy; and (3) the right under COBRA to purchase health insurance under the Town's then-current health insurance plan, for which he shall pay the entire premium plus an administrative fee, if assessed.

### **ARTICLE III - SALARY AND BENEFITS**

A. The annual salary of the Town Manager shall be at the rate of:

- i. Beginning July 1, 2020: Annual salary shall be \$130,680.00.
- ii. Beginning July 1, 2021: Annual salary shall be that as of June 30, 2020 plus a COLA equal to that of other Town non-union employees, plus such additional amount, if any, as the Select Board deem appropriate based on the periodic performance reviews provided for above.
- iii. Beginning July 1, 2022: Annual salary shall be that as of June 30, 2021 plus a COLA equal to that of other Town non-union employees, plus such additional amount, if any, as the Select Board deem appropriate based on the periodic performance reviews provided for above.

B. The Town shall additionally provide and pay for such medical insurance coverage under the same terms as is provided by the Town to the Town's Division Directors.

C. The Town Manager shall further receive the same vacation (as listed in the then current Personnel Policy) plus any additional amounts set forth herein, holidays (as listed in the then current Personnel Policy), sick leave (as listed in the then current Personnel Policy), social security and ICMA retirement (subject to a maximum 6.5% Town as employer match) or MainePERS, and other employment benefits as the Town provides to its department heads, except as otherwise expressly provided in this agreement.

D. The Town Manager shall additionally receive reimbursement for any employment oriented expenses incurred by him in the performance of his duties as Town Manager up to the budgeted amount voted by the Kennebunk Town Meeting. Accountability for such employment-related expenses shall be governed by procedures in effect for all Town employees.

E. In the event the Town Manager's employment is terminated by the Select Board for cause, he shall not be entitled to any severance pay or benefits other than accrued and unused vacation time as required by Maine law. In the event the Town Manager's employment is terminated for convenience while he is willing and able to perform the duties of Town Manager, the Town shall continue to pay his salary on a weekly basis and his health insurance benefits for a period equal to six (6) months following the specified date of termination; provided, he shall not accrue any further vacation, holiday, sick leave or other fringe benefits imposing a cost on the Town during such pay out period.

F. The Town Manager shall be encouraged and authorized to attend professional development opportunities to include, but not limited to, the International City Manager's Annual Convention, Maine Town and City Managers Institute & Trainings and the Maine Municipal Association Annual Convention each year. The Town will reimburse the Town Manager for annual dues to both organizations. Expenses for this shall be covered up to the budgeted amount voted by the Town Meeting.

G. The Town shall contribute \$26,000.00 yearly to the Town Manager's retirement account at the beginning of each contract year. In the event that the U.S. Internal Revenue Service increases the amount of money that may be assigned to a retirement account, the Town's contribution shall be increased to that amount, with a corresponding reduction in the annual COLA provided for in Subsection A.

H. The Town Manager shall have the option to cash in vacation and/or sick time up to 4 weeks per year.

I. The Town Manager shall be entitled to one additional week of vacation beyond the qualified amount in the Town's personnel policy.

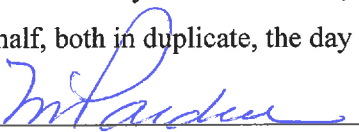
J. The Town Manager is encouraged and authorized to run for the Maine Legislature and, if elected, to serve in such elected office during any period of this Agreement. It is understood between the parties that such service will impact the Town Manager's hours at Town Hall and possibly also his attendance at meetings of the Select Board. The Town Manager will work with the Chair of the Select Board to develop an operational plan for those times when he is unavailable due to his service in the Legislature. Such legislative service will not impact the other terms of this Agreement, except that in the event that the Legislature adopts a wage for its members, the Town will receive a credit to the Town Manager's salary under the provisions of Subsection A that is equal in amount to such wage.

**ARTICLE - IV GENERAL PROVISIONS**

A. The text herein shall constitute the entire agreement and any addition, deletion or alteration to this agreement must be in writing and executed by both parties to be effective.

B. If any provision of this agreement, or any portion thereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Kennebunk has caused this agreement to be signed and executed on its behalf by its Select Board, and the Town Manager has signed and executed this agreement on his behalf, both in duplicate, the day and year first above written.



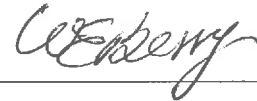
Michael W. Pardue

11/7/20

Date



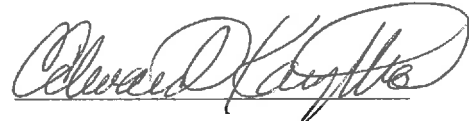
L. Blake Baldwin, Chair



Wayne Berry, Vice Chair



Christopher Cluff, Secretary



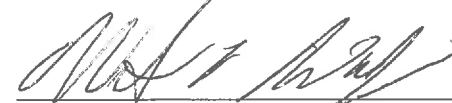
Edward Karytko, Select Person



Frank G. Paul, Select Person



Shiloh Schulte, Select Person



William Ward, Select Person