

**EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN OF ANDOVER, CONNECTICUT
AND
ERIC ANDERSON**

Introduction

This Agreement is made and entered into this 7th day of August, 2019, by and between the **Town of Andover**, a municipal subdivision of the State of Connecticut, (hereinafter called "Employer") and **Eric Anderson**, (hereinafter called "Employee"). Per this Agreement, the Employee will serve as the Town Administrator of the Town of Andover. In the capacity of Town Administrator, the Employee reports to, and serves at the pleasure of the Board of Selectmen, the executive authority of the Employer Town.

Section 1: Term

The term of this Agreement shall be for two (2) fiscal years. The Employee's employment with the Town shall commence on August 7, 2019, (the "Commencement Date") and shall terminate on the final day of the second fiscal year of the Term, June 30, 2021 (the "Term"), unless sooner ended in accordance with Section 701E of the Charter of the Town of Andover or Section 9 hereof. Subject to Charter Section 701E, the Board of Selectmen retains all rights and authority to reappoint or not retain the Employee for a successor term. If the Employee is retained as Town Administrator by the Town, an amendment to this Agreement shall be entered into reflecting the term of the reappointment and other amendments as determined by the Board of Selectmen; such reappointment shall then be subject to the same and/or remaining terms and conditions of this Agreement.

Section 2: Duties and Authority

The Board of Selectmen agrees to employ the Employee as Town Administrator to perform the functions and duties of such position specified in the Town Charter, especially Section 701C, the Ordinances of the Town of Andover, and the General Statutes and Regulations of the State of Connecticut, and to perform other legally permissible duties and functions delegated by the Board of Selectmen, and the Employee agrees to accept such duties and responsibility.

Section 3: Base Salary

Employer agrees to pay Employee an annual base salary pro rata of Seventy-Five Thousand Dollars (\$75,000.00) in installments at the same frequency that other administrative employees of the Town are paid. This salary is fixed at this amount pro rata for each of the two (2) years of this initial Agreement, ending on June 30, 2021.

Section 3A: Bonus Compensation

In the sole discretion of the Board of Selectmen, with no Employee right of appeal to any person or entity, Bonus Compensation may be paid to the Employee for successful performance of the following:

Deliverables: A maximum \$7,500.00 bonus for each of the two fiscal years within the Term based on the Employee's achievement of annual performance deliverables set forth in Appendix A, attached hereto, as amended at the end of each fiscal year.

Award and Administration of Special Grants: Award and Administration of Special Grants: A maximum \$10,000.00 bonus for each of the two fiscal years of the Term based on 2% of the express dollar value of the proceeds of any special grant application submitted by the Employee, awarded to the Town, and to be administered by the Employee. Any such Bonus Compensation shall constitute the total cost to the Town of the application and administration for any such grant. Subject to the \$10,000 per fiscal year maximum, the Employee will become entitled to a bonus for any such grant as soon as the grant funds are received by the town, but any payments owed to him will be made at the end of the calendar quarter.

Section 4: Health and Life Insurance Benefits

A. Medical and Dental Benefits.

The Town agrees to furnish medical and dental benefits for the Employee and his dependents equal to those which are provided to all other non-bargaining unit, administrative employees of the Town, and to indemnify the cost thereof in the form of insurance premiums or otherwise in the same proportionate share as the Town pays for the other non-bargaining unit, administrative employees of the Town of Andover.

B. Life.

The Town agrees to furnish and pay for term life insurance for the Employee, with the coverage amount of One-Hundred Thousand Dollars (\$100,000).

Section 5: Leave

The Employee shall be entitled to accrue 1.5 Paid Time Off (PTO) days per month. The PTO days will accumulate at the start of each month. The maximum number of accrued PTO days that the Employee can retain at any time is 20. The Employee is entitled to pay out of the actual value of a maximum of 20 accrued but unused PTO days upon separation from employment. The actual value of the accrued PTO days will be the annual Base Salary of the Employee divided by the product of 52 weeks by five work days a week or 260, and multiplied by the number of PTO days accrued up to a

maximum of 20 days. For example, working with the base salary of \$75,000, the payout for the maximum of 20 days of accrued PTO would therefore be \$5769.23.

Section 6: Automobile

In addition to all other payments and compensation due to Employee under this Agreement, the Town agrees to pay Employee a personal vehicle allowance in the amount of One Hundred and 00/100 (\$100.00) Dollars per month, paid in the first pay period of each month, which allowance shall be in lieu of any other claim Employee may now or in the future have with respect to reimbursement for mileage or otherwise. Such allowance shall be prorated from the Commencement Date.

Section 7: Retirement

The Employee will participate in the Town's existing retirement plan pursuant to the Connecticut Municipal Employees Retirement System, authorized by Connecticut General Statutes section Chapter 113, Part II, section 7-425, et seq., as duly approved by resolution of the Town of Andover.

Section 8: Professional Support

A. Dues and Subscriptions.

The Town agrees to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional and state associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of the Town. Any such dues or subscriptions are subject to the prior approval of the Selectmen.

B. Professional and Official Travel.

The Town agrees to pay for transportation, registration and subsistence expenses of the Employee for professional and official travel, meetings, conferences and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer. The events to be paid for under this section are subject to the advance approval of the Board of Selectmen.

C. Continuing Education.

The Town also agrees to pay for registration, tuition, travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional knowledge and development and for the good of the Town as determined in advance by the Board of Selectmen.

D. Local Organizations.

The Town shall pay for the reasonable membership fees and/or dues to enable Employee to be a member in such local civic organizations as the Board of Selectmen shall determine that membership by Employee is of value to the Town of Andover.

Section 9: Separation from Employment

For the purpose of this agreement, separation from employment shall occur when:

- 1) The Board of Selectmen votes to remove the Employee in the manner set forth in Section 701E of the Charter of the Town of Andover, as may be amended from time to time. If the Employee is separated from employment pursuant to Section 701E, this Employment Agreement shall be terminated and the Town will only be responsible for compensating the Employee for time worked pro rata and nothing more.
- 2) Employee voluntarily resigns his position with the Town. In such case, Employee shall provide a minimum of thirty (30) days written notice unless the parties agree to a shorter period.

Section 10: Performance Evaluation

The Board of Selectmen shall perform semi-annual reviews of the work performance of the Employee on or about November 1st and May 1st of each year of the Term.

Section 11: Hours of Work

The Town Administrator must devote full working time to the duties of the office. It is recognized and agreed that the Employee must devote some time outside the normal office hours on business for the Town of Andover, but the basic work week of the Employee will be based on the working hours of the Town as follows:

Monday from 7 a.m. to 7:00 p.m. Tuesday to Thursday: 7 a.m. to 4 p.m.

Friday: 7 a.m. to 12:00 noon.

The Employee is also expected to attend regular and special meetings of the Board of Selectmen and Board of Finance, to meet with all Town board and commission chair persons at least quarterly, and attend a minimum of one meeting of each board and commission at least once during each fiscal year of the Term.

Section 12: Outside Business

The employment provided for by this Agreement shall be Employee's primary employment. This Agreement is contingent upon the understanding that Employee will devote the necessary time to the completion of his duties as Town Administrator, and that Employee will not cause a situation where his outside interests create interference with or a conflict of interest with his responsibilities as Town Administrator, and/or result in a breach in the Code of Ethics of the Town of Andover.

Section 13: Indemnification

The Town shall defend, save harmless and indemnify Employee from and against any tort, liability claim, damages claim or other such legal or administrative action arising out of any alleged act or omission occurring in the performance of Employee's duties for the Town to the extent provided to all Town non-union administrators or department heads and/or as required by applicable law. The Town, in the sole discretion of the Board of Selectmen, and without consent of the Employee, shall retain the right to compromise and settle any such claim or action, or may elect to defend against such claim or action and proceed to judgment, but shall hold the Employee harmless and indemnify the Employee from any such compromise, settlement or judgment.

Section 14: Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Other Terms and Conditions of Employment

Upon mutual agreement of the Town and the Employee, other terms and conditions of employment relating to the performance of the Employee may be set by the Board of Selectmen from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter and Ordinances of the Town of Andover, or the laws of the State of Connecticut or the United States.

Section 16: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: **First Selectman**, Andover Town Hall, 17 School Road, Andover, CT 06232
- (2) EMPLOYEE: **Eric Anderson**, 40 Wheeling Road, Andover, CT 06232

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

A. Integration.

This Agreement sets forth and establishes the entire understanding between the Town of Andover as Employer and the Employee relating to the employment of Employee by the Town as Town Administrator. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect.

This Agreement shall be binding on the Town as Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date.

This Agreement shall become effective on August 7, 2019.

D. Severability.

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expunging or judicial modification of the invalid provision.

E. Governing Law.

This Agreement shall be deemed to be made in, and shall be construed in all respects under the laws of, the State of Connecticut, without regard to conflict of law principles. Employee expressly consents and submits that the exclusive jurisdiction of any controversy, dispute or claim between the parties arising out of or relating to this Agreement or Employee's employment hereunder shall be in the courts in the Judicial District of Tolland in the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have set their signatures this 7th day of August, 2019.

TOWN OF ANDOVER, EMPLOYER

ERIC ANDERSON, EMPLOYEE


By Jeffrey J. Maguire, First Selectman


Eric Anderson

APPENDIX A to Town Administrator Employment Agreement

Employee Performance Deliverables (August 7, 2019 to June 30, 2020, inclusive):

1. Revamp the Town website (www.andoverct.org) and make the website mobile compliant. Continuously provide updated content, including a calendar and other information to promote increased community involvement.
2. Work with the IT consultant and facilitate the networking of Town computers. Verify that all vital files are backed up and that the backup process is automated and performed daily.
3. Communication Deliverable: prepare one article a month promoting the Town that is printed in a local publication and posted on the Town website. Create a Town of Andover Facebook page to provide information to residents and promote the Town and Town activities.
4. Implement a Town wide communication system regarding Town voting, emergencies, etc.
5. Prepare departmental reviews and develop a plan for implementing departmental changes to improve overall staffing and hourly efficiency to better serve the Town residents within budget limitations.
6. Prior to April 1, 2020, complete a Town road assessment and implement a pavement management system prior to June 30, 2020.
7. Prior to April 1, 2020, complete a Town facility assessment and provide estimated costs to implement a facility management program for fiscal year beginning July 1, 2020.
8. Prior to July 1, 2020, address all the noted deficiencies in the Town Audit and provide a plan for implementing necessary changes to overcome those deficiencies.