



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

KITTERY TOWN COUNCIL

Special Meeting Requested by Chair Thomson

TOWN COUNCIL CHAMBERS

November 3, 2021

6:00PM

The public may attend the meeting in person or remotely via Zoom.

Safety precautions are in place in Town Hall for all meeting attendees including wearing masks at all times while in the building.

Attendees via Zoom will be recognized during the public hearings and public comment portion of the meeting. **To register via Zoom:**

https://us02web.zoom.us/webinar/register/WN_hWG9gvvzTm213c5YIYZsjQ

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. DISCUSSION – Discussion is limited to the matter on the agenda for this meeting only.
 - a. Discussion by members of the public (three minutes per person)
 - b. Chairperson may read written comments into the public record.
 - c. Chairperson's response to public comments.
6. a. (110121-1) The Kittery Town Council moves to act upon the Town Manager's Contract and Compensation.
7. ADJOURNMENT

Posted: October 27, 2021

TOWN OF KITTERY
EMPLOYMENT AGREEMENT

WHEREAS, the Town of Kittery, a municipal corporation duly organized and existing under the laws of the State of Maine, (hereinafter Town), by and through its Town Council (hereinafter Council), desires to retain the services of Kendra L Amaral, (hereinafter Manager) to serve as Town Manager, and

WHEREAS, Kendra L Amaral desires to accept employment as Town Manager, and the undersigned desire to reduce the terms of employment to writing;

NOW, THEREFORE, in consideration of the mutual covenants herein, the undersigned agree as follows:

1. The Manager shall perform the functions and duties as set forth in applicable state statues, including but not limited to 30-A MRSA ss 2636 and the Kittery Town Charter Article III Sec. 3.04 and the Town Code of Ordinances as the same currently exist or may be amended and such other legally permissible and proper duties and functions as the laws may impose or the Council may assign. The Manager agrees to well and faithfully serve the Town in said capacity and to devote her time, attention and energies to the performance of her duties hereunder to the best of her ability.

2. The Town agrees to employ the Manager for a seven (7) year term beginning October 24, 2016 and shall continue until October 23, 2023 unless terminated pursuant to the terms of this Agreement or unless a specific term is provided for by a subsequent amendment to this Agreement. The Manager agrees to provide the Town with a minimum 45 days advance notice of her intention to terminate this agreement. The Council agrees to provide the Manager notice of their intention to commence negotiations for a successor agreement not less than one hundred eighty (180) days prior to expiration of this agreement.

3. **Salary** - The Town agrees to pay the Manager for services provided pursuant to this Agreement an annual salary as provided in Appendix A. The salary hereunder shall be payable at the same time and in the same manner as other employees of the Town. The Council and the Manager agree that a formal written evaluation of the Manager's performance as well as progress made on the list of goals and objectives, will serve as the primary determining factor in subsequent compensation increases after the first year of the contract. Annual compensation increases will be no less than the base "annual cost of living" increase granted to non-union employees.

4. **Performance Evaluation** - The Council shall provide the Manager with periodic opportunities to discuss Council-Manager relations and the performance of the Manager. Within 60 working days of employment, the Council and the Manager will establish an agreed upon detailed list of goals and objectives, which shall serve as the primary focus of the Manager's efforts above and beyond day to day management and

administration of the Town's business affairs. As a minimum, the Council shall conduct an employment evaluation prior to the first 6 month anniversary and an annual evaluation at the first year anniversary and every twelve (12) months, thereafter.

5. Termination - If the Manager is terminated without cause in the first six months of employment, the Town shall provide a minimum severance payment equal to three month's salary at the then current rate of pay. If termination without cause is after the first six months of employment, a minimum severance payment equal to nine (9) month's salary at the then current rate of pay shall be made. This severance shall be paid in a lump sum. Other options may be agreed upon by the Manager and the Council. If the Manager is terminated because of a conviction of any illegal act, then the Council is not obligated to pay severance under this section. Termination with cause will be in accordance to Kittery Town Charter and Maine State Statutes.

6. Paid Time Off (PTO) - The Town will provide 20 days of Personal Time Off (PTO). The Town recognizes the incoming Manager's request for vacation from December 4-11, 2016 for a pre-scheduled family vacation. A maximum of 10 days may be carried over from one year to the next on the Manager's anniversary date. PTO, in excess of the 10 days allowed for carryover, will be paid out at the end of each contract year.

7. Health Insurance – The Town will provide medical and dental insurance coverage for the Town Manager and family. The Town will pay 80% of the premium (hereinafter "Town's cost share") for the medical and dental insurance policy currently offered by the Town. If the Manager opts not to take the medical insurance, the Town agrees to pay 20% of the Town's cost share of the annual medical insurance premium each year. Payment will be made in July of the fiscal year following the fiscal year in which the Manager exercised this option – this payment will be pro-rated for any period less than 12 months. The Manager must provide proof of insurance coverage at the time of choosing to opt out. The Manager is eligible to join the Town's medical insurance plan at any annual registration date or at a qualifying event.

8. Disability / Life / AD&D Insurance – Disability life and accidental death and dismemberment insurance is provided by the Town.

9. Flexible Spending Account / Section 125 – The Town agrees to provide the Manager the opportunity to participate in the Flexible Spending Account and Section 125.

10. Bereavement - The town will provide up to five (5) days, for a death within the immediate family.(spouse, domestic partner, children, parent, step-parents, step children, brother, sister, mother-in-law and father-in-law). For other relatives up to three (3) days may be allowed. The Manager wishing to utilize bereavement leave shall notify the Council Chairperson and said request shall indicate the number of days requested and the reason for the request.

11. Retirement – The Manager has the choice to join the Maine Public Employees Retirement System or the International City Manager's Association (ICMA) Retirement

Plan. The Town will contribute to either one but not both. The Town's contribution towards ICMA is 6% of the Manager's salary.

12. Cell Phone – The Town will provide a cell phone stipend of \$80.00 per month for the term of this contract.

13. Automobile Allowance – The Manager will be provided with an automobile allowance of \$350. per month in consideration of which she shall be responsible to provide her own transportation for all work related automobile travel. Throughout the term of employment, the manager shall secure, and provide the Town with proof of automobile liability insurance with limits not less than:

- \$500,000 combined single limit
- \$250,000 for each person
- \$500,000 each occurrence
- \$250,000 property damage

Limits may be achieved by a primary policy or by a primary policy plus umbrella policy.

14. Public Official Liability Insurance – The Town shall provide the Manager with Public Official Liability Insurance and any Bond required of the Town Manager, or any other position filled by the Town Manager subject to the provisions of State Statute, Town Charter and Town Ordinances.

15. Professional Dues and Professional Development – The Town hereby agrees to pay for the following expenses of the Manager for professional meetings and training programs: Membership dues and Annual Meeting of the International City Manager's Association (ICMA) and membership dues and meeting attendance at the Maine Town and City Manager's Association (MTCMA). Attendance at any other professional associations that the Manager and the Council deem to be in the best interests of the Town shall be subject to Council approval.

16. Residency – Pursuant to Article III Sec. 3.01 of the Town Charter, the Council hereby waives the requirement that the Manager become a resident of the Town and authorizes the Manager to have residency outside of the Town of Kittery.

17. General Provisions –

A. Except as expressly stated or otherwise provided for in this Agreement, the Manager shall be governed by the same customs, practices and policies governing other employees of the Town.

B. The parties acknowledge and agree that this Agreement was freely negotiated and entered into, and that in the event of a conflict between the provisions hereof and the provisions of any law or ordinance, the provisions of this Agreement shall prevail.


C. This Agreement may only be amended or modified, in writing.

D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the

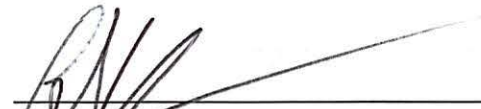
remainder of this Agreement, or portion thereof, shall not be affected thereby, and shall remain in full force and effect.


E. The provisions of this Agreement shall be governed by Maine law.

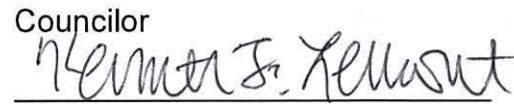
IN WITNESS WHEREOF, THE Town of Kittery has caused this Agreement to be duly signed and executed on its behalf by the Council and Kendra L. Amaral has signed and executed this amended Agreement on the 10th day of December, 2018.


Kendra L. Amaral

TOWN OF KITTELY


Councilor


Councilor


Councilor

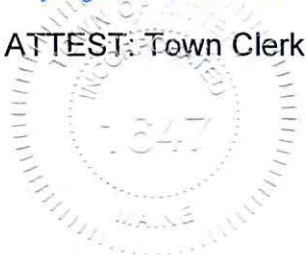

Councilor


Councilor

Councilor

Councilor


ATTEST: Town Clerk



Appendix A

Compensation Schedule

Year 1: \$113,000

Year 2: \$116,107.50 (2.75% Annual Increase) + \$2,500 one-time bonus = \$118,607.50

Year 3: \$119,590 (3% Annual Increase) + \$5,000 salary adjustment = \$124,590

Year 4: Annual Increase + \$5,000 salary adjustment

Year 5: Annual increase in accordance with Section 3

Year 6: Annual Increase in accordance with Section 3

Year 7: Annual Increase in accordance with Section 3