

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** made this 28<sup>th</sup> day of July, 2022, by and between the Town of Dighton, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter called the "Town", acting by and through its Board of Selectmen, hereinafter called "Board" and Sirena C. Amaral of 728 Auburn Street #G5, Whitman, MA 02382, hereinafter referred to as "Town Accountant".

### **WITNESSETH:**

**WHEREAS**, the Town desires to employ the services of Sirena Amaral as Town Accountant of the Town of Dighton;

**WHEREAS**, the Board, under Chapter 41, Section 108N of the General Laws may contract with the Town Accountant for such services;

**WHEREAS**, the Board desires to contract for the salary and benefits of said Town Accountant;

**WHEREAS**, the Board desires to obtain the services of the Town Accountant, and to provide an inducement for her to remain in such employment; and

**WHEREAS**, Sirena Amaral agrees to accept employment as Town Accountant of said Town.

**NOW, THEREFORE**, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **DUTIES.** The Town hereby agrees to employ Sirena Amaral as Town Accountant of said Town and to perform the functions and related duties of said position, as specified in the by applicable Bylaws, applicable Rules and Regulations, votes of the Board of Selectmen, General or Special Laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Town Administrator shall, from time to time, assign and/or are normally within the scope of duties and responsibilities performed by the person holding the position of Town Accountant in Towns of the Commonwealth of Massachusetts. Sirena Amaral hereby accepts employment as Town Accountant.

Sirena Amaral shall perform faithfully, to the best of her ability, such duties and responsibilities as shall be assigned by the Board and including, without limitation, those set forth above and in the job description which is annexed hereto and incorporated herein by reference.

2. **TERM.** The term of employment shall be a period of three (3) years, beginning August 22, 2022 and ending on June 30, 2025, unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Town agrees to pay the Town Accountant for services rendered under this Agreement, an annual base salary as follows, subject to applicable withholdings and deductions, and payable in installments at the same time as other employees of the Town are paid.

a.) Effective August 22, 2022, the Town Accountant's annual base salary shall be \$87,000.

b.) Effective July 1, 2023, following the completion of a successful performance evaluation, the Town Accountant's annual base salary shall be increased by no less than 2%.

c.) Effective July 1, 2024, following the completion of a successful performance evaluation, the Town Accountant's annual base salary shall be increased by no less than 2%.

d.) Upon passing the Legal Examination for a Certified Government Accountant (CGA), as issued by the Massachusetts Municipal Auditors and Accountants Association, the Town Accountant's annual base salary in the following fiscal year shall be increased by \$3,000 which shall be incorporated into the weekly compensation.

e.) Upon passing the Practical Examination for a Certified Government Accountant (CGA), as issued by the Massachusetts Municipal Auditors and Accountants Association, the Town Accountant's annual base salary in the following fiscal year shall be increased by \$3,000 which shall be incorporated into the weekly compensation.

g.) The foregoing increases in annual base salary described in paragraphs (d) through (f) above, if applicable, shall be included in the computation of the base salary increases described in paragraphs (b) and (c).

5. **STIPENDS.** The Town Accountant shall be provided \$800 per year for recognition of holding a Bachelor's Degree in Finance. Should the Town Accountant separate from employment prior to the expiration of this contract, she shall pay back one twelfth (1/12) of said stipend for each month not completed.

6. **HOURS OF WORK.** Except as otherwise authorized, the Town Accountant shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Town Accountant may have to expend additional time beyond the normal work day, and the Town Accountant agrees to do same as required. The Employer shall require the Employee to be physically present at her office at Town Hall during regular work hours unless her absence therefrom is authorized in advance

by the Town Administrator, or unless she is on sick leave or vacation leave. The regular work hours of the Town Accountant shall be thirty-five (35) hours, normally scheduled on Monday through Thursday.

With the prior approval of the Town Administrator, the Town Accountant may be granted "flex time" for hours worked outside of regular work hours, including attendance at required Board of Selectmen meetings, Finance Committee meetings, Town Meetings, Department Head meetings, and such meetings of other boards or committees of the Town as the Board or Town Administrator may direct. When flex time is authorized, the Town Accountant may earn one (1) hour of flex time for each hour worked outside of regular work hours. Flex time must be used within ninety (90) days of being earned. Unused flex time shall not be compensated upon separation from employment.

It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for additional time worked outside of regular work hours, aside from what is specifically outline in this Agreement.

7. **VACATION.** The Town Accountant shall be entitled to four (4) weeks' vacation with pay during each year of the term of this contract, exclusive of legal holidays, to be made available on July 1 of each year, accrued at a rate of one point three (1.33) days per month. If the Employment Agreement with the Town Accountant is terminated on or prior to its expiration, payment for unused accrued vacation time shall be made on a pro-rated basis. Vacation time is not cumulative and must be used. In the event that the Town Accountant is unable to use her vacation by the end of the fiscal year, she may request to carry forward to the next fiscal year up to but not to exceed two (2) weeks' vacation time. The Town Accountant shall not take more than two (2) weeks of vacation consecutively unless a longer period of time is agreed to by the Board in advance.

8. **SICK LEAVE.** Sick leave shall consist of one (1) day per month, not to exceed twelve (12) days per year. The Town Accountant may accrue a maximum of one hundred twenty-five (125) days. Sick leave shall not be paid out upon separation.

9. **PERSONAL LEAVE DAYS.** The Town Accountant shall receive four (4) personal days per year. Personal days are not cumulative and cannot be carried forward to another fiscal year. Unused personal days shall not be compensated.

10. **BEREAVEMENT LEAVE.** Bereavement Leave without loss of pay shall be granted for death in the immediate family up to three (3) days. These days are to be used within ten (10) days of death unless funeral or burial is postponed:

- |                |                 |
|----------------|-----------------|
| Mother-in-Law  | Father-in-Law   |
| Grandparents   | Grandchildren   |
| Son-in-Law     | Daughter-in-Law |
| Brother-in-Law | Sister-in-Law   |

Up to five (5) working days:

Mother	Father	Stepchild
Sister	Brother	Stepparents
Child	Spouse	Person living in Household
Grandchild (if grandparent is guardian)		

Up to two (2) working day for all other relatives (Aunt, Uncle, Niece, Nephew and Cousin).

11. **JURY DUTY.** In the event the Town Accountant is required to perform jury duty, she shall receive leave with pay for the duration of such duty. The Town Accountant shall be paid the difference between the jury duty pay, exclusive of mileage and expenses, and his regular compensation.

12. **UNPAID LEAVE.** Unpaid leave may be granted to the Town Accountant at the Board's sole discretion for any period or periods of absence which are not covered by any paid leave provided for hereunder.

13. **HOLIDAYS.** The Town Accountant shall be excused from work without loss of pay on the following holidays and any other holiday declared by the Governor, the General Court or the Board:

New Year's Day (January 1)	
Martin Luther King Day	Columbus Day (second Monday in October)
President's Day (third Monday in February)	Veterans' Day
Patriot's Day (third Monday in April)	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	

The Town Accountant shall also receive any other holidays granted to non-union employees.

If a holiday falls on a Saturday, the preceding workday shall be the designated holiday. If a holiday falls on a Sunday, the following Monday shall be the designated holiday.

14. **GROUP HEALTH AND LIFE INSURANCE.** The group health insurance plan and the group life insurance plan provided by the Town for its employees shall be available to Amaral. The Town will continue to pay the current percentage in health care coverage of seventy five percent (75%) and the employee shall continue to pay the current percentage in health care coverage of twenty-five percent (25%) as currently provided for non-union employees.

15. **PROFESSIONAL DEVELOPMENT.** The Town agrees to pay for the registration, travel, and subsistence expenses of the Town Accountant for short courses, institutes, and seminars that are necessary or required for her professional development and as approved in advance by the Town Administrator.

The Town agrees to pay for the professional dues and subscriptions to maintain membership, and Certified Government Accountant (CGA) designation and standing with *Massachusetts Municipal Auditors' and Accountants' Association (MMAAA)* or any other organization approved by the Town Administrator as the Town and the Town Accountant mutually agree that this organization is deemed necessary and desirable for her continued professional participation, growth, and advancement for the good of the Town.

The Town Accountant agrees to reimburse the Town for the costs of any such courses, institutes, seminars or related professional/educational training if the Town Accountant proposes to terminate this Employment Agreement prior to its expiration.

16. **PERFORMANCE EVALUATION.** Annually, the Town Administrator and the Town Accountant shall define such goals and performance objectives, and the Town Accountant's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Town's policy objectives. The Town Administrator shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Town Accountant shall prepare and submit for the Town Administrator's approval goals and objectives which shall be signed by both parties and shall be attached to and become a part of this agreement.

The Town Administrator shall review and evaluate the performance of the Town Accountant prior to the annual review of her salary provided for in Paragraph 3. She shall have the right to make a written response to such evaluation, and the written evaluation and the response shall be filed in her personnel file.

17. **INDEMNIFICATION.** The Town shall provide indemnification and legal defense for the Town Accountant in accordance with M.G.L. c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Town Accountant, so long as the Town would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. The Town Accountant shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

18. **SUSPENSION AND TERMINATION.**

A. **Suspension.** The Town may suspend the Town Accountant for cause, without pay, at any time during the term of this Agreement. Paid administrative leave shall not be considered

a suspension under this Agreement, and the Town retains the right to place the employee on such leave for any reason.

- B. Termination. The Town Accountant may be removed by the Board of Selectmen for good cause. "Good cause" under this Agreement shall be defined as failure to meet performance goals or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty. If any such removal is intended by the Board, the Town Accountant shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed removal. If she so requests, she shall be given a hearing before the Board at which she may be represented by Counsel, present evidence, and call witnesses to testify on her behalf.
- C. In the event the Town Accountant is terminated by the town without cause before the expiration of the agreement and during such time she is willing and able to perform the duties of the Town Accountant, the Town agrees to pay the Town Accountant a lump sum equal to ninety (90) days aggregate salary, or the balance of the remaining contract, whichever is less (at the rate of pay in effect prior to termination).
- D. In the event the Town Accountant voluntarily resigns her position with the Town before expiration of the term of employment provided for herein, the Town Accountant shall give the Town one (1) month notice in advance unless the parties otherwise agree. In the event the Town Accountant voluntarily resigns, she shall not be eligible for severance benefits.
- E. Nothing shall prevent the Employer from undertaking the termination of the Employee at such time as the Employee is under suspension.

19. **RENEWAL OF AGREEMENT.** This agreement will not renew automatically. This Agreement shall terminate at the end of said term unless it is extended for an additional term of a year or years by the Board. The Board shall give the Town Accountant written notice of at least ninety (90) days prior to the end of the term as to whereof it desires to renew the Agreement. In the event the Town Accountant is not interested in a renewal of the Agreement, she shall give the Board written notice of such fact at least ninety (90) days prior to the end of the term. In the absence of the aforementioned written notice from the Board or the Town Accountant referenced in this paragraph, this Agreement shall terminate at the end of its present term as set forth herein.

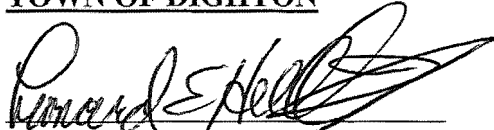
21. **ENTIRE AGREEMENT.** This Agreement embodies the whole agreement between the Board and the Sirena Amaral and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by writing signed by the party against whom enforcement thereof is sought.

22. **SEVERABILITY CLAUSE.** If any paragraph or provision of this Agreement is invalid or deemed illegal or unenforceable, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in duplicate on the day and year first above written.

**BOARD OF SELECTMEN**

**TOWN OF DIGHTON**



Leonard E. Hull, Jr, Chairman

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Peter D. Caron, Clerk



Kenneth J. Pacheco, Member

**Town Accountant**

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Sirena C. Amaral