

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** made this 15<sup>th</sup> day of May, 2024, 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 Stephanie Schecter of 30 Hannah Drive, Somerset, MA 02726, hereinafter referred to as "Town Assessor".

### **WITNESSETH:**

**WHEREAS**, the Town desires to employ the services of Stephanie Schecter as Town Assessor of the Town of Dighton;

**WHEREAS**, the Board, under Chapter 41, Section 108N 1/2 of the General Laws may contract with the Town Assessor for such services;

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

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

**WHEREAS**, Stephanie Schecter agrees to accept employment as Town Assessor 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 Stephanie Schecter as Town Assessor 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Regulations, votes of the Boards of Assessors and Selectmen, General or Special Laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Board of Assessors shall, from time to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 Assessor in Towns of the Commonwealth of Massachusetts. Stephanie Schecter hereby accepts employment as Town Assessor.

Stephanie Schecter shall perform faithfully, to the best of her ability, such duties and responsibilities as shall be assigned by the Board of Assessors 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 begin on July 1, 2024 and end on June 30, 2027, unless this Agreement is sooner terminated as herein provided for.

3. **COMPENSATION.** The Town agrees to pay the Town Assessor 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 July 1, 2024, the Town Assessor's annual base salary shall be \$84,890.09.

b.) Effective July 1, 2025, following the completion of a successful performance evaluation, the Town Assessor's annual base salary shall be increased by no less than 2%.

c.) Effective July 1, 2026, following the completion of a successful performance evaluation, the Town Assessor's annual base salary shall be increased by no less than 2%.

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

6. **HOURS OF WORK.** The basic workweek of the Town Assessor shall be thirty-five (35) hours, normally scheduled on Monday through Thursday. In addition to the basic workweek, the Town Assessor may be required to attend Board of Assessor meetings, 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 of Assessors or Town Administrator may direct. The Town Assessor shall be granted either compensatory time off during her basic workweek for all such additional hours worked by her if approved by the Board and/or the Town Administrator or overtime with prior approval and as the budget permits.

7. **VACATION.** The Town Assessor shall be entitled to four (4) weeks vacation with pay during each year of the term of this contract, exclusive of legal holidays. If the Employment Agreement with the Town Assessor 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 she 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 Assessor shall not take more than two (2) weeks of vacation consecutively unless a longer period of time is agreed to by the Board of Assessors and Board of Selectmen 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 Assessor may accrue a maximum of one hundred twenty-five (125) days.

9. **PERSONAL LEAVE DAYS.** The Town Assessor 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 one (1) working day for all other relatives (Aunt, Uncle, Niece, Nephew and Cousin).

11. **JURY DUTY.** In the event the Town Assessor is required to perform jury duty, she shall receive leave with pay for the duration of such duty. The Town Assessor 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 Assessor by the Board for any period or periods of absence which are not covered by any paid leave provided for hereunder.

13. **HOLIDAYS.** The Town Assessor 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 Assessor 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 Schecter. 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 Assessor for short courses, institutes, and seminars that are necessary or required for her professional development and as approved by the Board of Assessors.

The Town agrees to pay for the professional dues and subscriptions to maintain membership and Certified Municipal Assessor (CMA) designation and standing with the *Massachusetts Association of Assessing Officers (MAAO)* or any other organization approved by the Board of Assessors and Town Administrator as the Town and the Town Assessor 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 Assessor agrees to hold an active license to access the Multiple Listing Service (MLS), and the Town agrees to pay the cost associated with holding such license.

16. **PERFORMANCE EVALUATION.** The performance of the Town Assessor shall be evaluated in writing by the Board of Assessors 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 his personnel file.

17. **INDEMNIFICATION.** The Town agrees that if the Town Assessor is required to participate in legal proceedings relating to all incidents in which the Town Assessor as employee of the Town is involved that is within the scope of her duties and responsibilities, she shall receive the appropriate legal representation from Town Counsel or a designee as provided by the liability insurer of the Town as provided for in Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

18. **TERMINATION.** This Agreement may be terminated during its term by:

- a. Mutual agreement of the parties;
- b. Disability of the Town Assessor that prevents the performance of her duties for a period of one hundred eighty (180) days;
- c. Death of the Town Assessor;
- d. Dismissal of the Town Assessor for inefficiency, incapacity, conduct unbecoming an employee of the Town, insubordination or other just cause.

If any such dismissal is intended by the Board, the Town Assessor shall be given thirty (30) days written notice thereof containing the cause or causes for the proposed dismissal. 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.

e. In the event the Town Assessor is terminated by the town without just cause before the expiration of the agreement and during such time she is willing and able to perform the duties of the Town Assessor, the Town agrees to pay the Town Assessor 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).

19. **EXCLUSIONS.** The Town Assessor agrees not to serve as a real estate agent relate to the sale of any real estate or real property in the Town of Dighton.

20. **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 Assessors shall give the Town Assessor 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 Assessor 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 Assessor 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 Stephanie Schecter. 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.

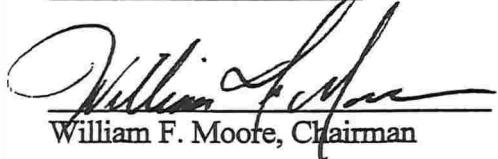
22. **SEVERABILITY CLAUSE.** If any paragraph or provision of this Agreement is invalid or deemed illegal or unenforceable, it shall not affect the remainder of the Agreement, but said remainder shall be binding and effective against all parties.

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

**BOARD OF ASSESSORS**

**TOWN OF DIGHTON**



William F. Moore, Chairman

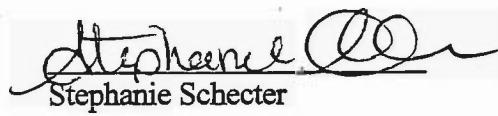


Nancy J. Gouliart, Clerk



Eric J. Easterday, Member

**Town Assessor**



Stephanie Schecter

**BOARD OF SELECTMEN**

**TOWN OF DIGHTON**



Peter D. Caron, Chairman



Nicole L. Mello, Clerk



Mark L. Pacheco, Member