

**CONTRACT OF EMPLOYMENT  
BETWEEN THE**

**Town of Pepperell**

**AND THE**

**Town Accountant**

This agreement is made this 1<sup>st</sup> day of May, 2019, by and between the Town of Pepperell, a Massachusetts body corporate and politic (the "Town"), acting by and through its Town Administrator ("the Town Administrator"), and William Schlosstein ("the Town Accountant").

**WHEREAS**, the Town Administrator desires to secure the services of William Schlosstein as Town Accountant of the Town of Pepperell; and

**WHEREAS**, it is the desire of the Town Administrator to provide certain benefits, establish the conditions of employment and set the salary of said Town Accountant; and

**WHEREAS**, it is the desire of the Town Administrator to retain the services of the Town Accountant and to provide inducement for him to remain in such employment;

**WHEREAS**, the Town Accountant represents that he is qualified, capable and willing to undertake and perform the duties of said position for the Town; and

**WHEREAS**, the Town Accountant desires to accept full time employment as Town Accountant of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Article 1. Employment**

- A. The Town hereby employs William Schlosstein, and William Schlosstein accepts employment as Town Accountant of the Town of Pepperell.

**Article 2. Term**

- A. This contract shall be effective for a term of two years and two months, from May 1, 2019 through June 30, 2021.
- B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services and employment of the Town Accountant at any time, subject only to the provisions of this Contract and the Town Charter.

- C. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town Accountant to resign at any time from his position with the Town, subject only to the provisions of this Contract.

**Article 3. Compensation**

- A. For performing the duties of Town Accountant, the Town shall pay the Town Accountant an annual salary as follows:

FY 2019	\$80,800.00
(pro-rated from first day in office through June 30, 2019)	
FY 2020	\$82,820.00
FY 2021	\$84,890.50

The Town and the Town Accountant agree that the Town shall pay the Town Accountant in equal installments pursuant to the Town's payroll cycle, less lawful withholdings and deductions. The Town Accountant agrees to direct deposit.

The Town Accountant shall receive an annual stipend of \$1000.00, to be paid each December, for maintaining certification as a Certified Public Accountant, or Certified Government Accountant (or comparable designation) from the Massachusetts Municipal Auditor's and Accountants Association.

**Article 4. Duties**

Under the general direction of the Town Administrator, the Town Accountant shall assist in the administration of all Accounting functions for the Town as more fully described in Appendix A.

**Employment Status**

- A. The Town Accountant shall be a salaried employee of the Town and as such shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.*
- B. The Town Accountant shall devote, at a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position. The Town Accountant may be required to expend additional time beyond the prescribed or regularly scheduled operating hours of Town Hall.
- C. There shall be no paid overtime or additional compensation for additional time spent working beyond the prescribed or regularly scheduled operating hours of Town Hall.
- D. There shall be no compensatory time for additional time spent working beyond the prescribed or regularly scheduled operating hours of Town Hall, except as otherwise provided herein.

## **Article 5. Vacation, Sick, Holiday and Personal Leave**

Upon initial hiring, all wages and time off benefits shall be pro-rated through June 30, 2019, as set forth below. On July 1, 2019, and each July 1<sup>st</sup> thereafter, the full annual value of vacation and personal time shall be made available to the employee. Sick time will accrue monthly.

- A. Vacation: The Town Accountant shall accrue 30 hours of vacation time from date of hire to June 30, 2019 and shall be awarded 160 hours of vacation time, per year, with use and future earnings in accordance with Town personnel policies.
- B. Sick Leave: The Town Accountant shall accrue 8 hours of sick leave per month of employment. Accrued sick time may be used for illnesses and medical appointments of the employee and for family members with permission of the Town Administrator. Unused sick time may be accumulated each year. There is no provision for buying back unused sick time accruals upon termination of employment.
- C. Personnel: The Town Accountant shall accrue no personal time through June 30, 2019 and will receive three personal days per fiscal year, beginning July 1, 2019. Unused days may not be carried forward to a new fiscal year.
- D. Holidays. The Town Accountant shall be compensated at his daily base wage rate for all town recognized holidays. These currently include the following: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.
- E. If the Town Accountant is required to work on one of the above-listed holidays, she shall be entitled to take a compensatory day off, within one month.
- F. Jury Duty. If the Town Accountant is called to Jury Duty, she shall receive an amount equal to the difference between his normal compensation and the amount (excluding travel allowance) received from the court, upon presentation of evidence of the amount paid by the court.
- G. Bereavement leave: In the event of the death of a spouse, child, parent, sibling, mother- or father-in-law, or a grandchild, the employee may receive up to four days of excused absence without loss of compensation.
- H. Military Leave. Military Leave shall be in accordance with Chapter 33, Section 59 of the Massachusetts General Laws accepted by the Annual Town Meeting on March 4, 1968.

## **Article 6. Other Benefits**

- A. Health and Life Insurance. The Town Accountant shall be entitled to all health and life insurance benefits to which other non-bargaining unit Town employees are entitled with the

same premium allocation as said employees, currently this is 70% Town, 30% Employee for health insurance. Other programs vary including some that are 100% employee paid.

- B. Retirement Benefits. The Town agrees to provide retirement benefits as permitted under the Contributory Retirement Law (G.L. c. 32).
- C. If any benefit is covered both by the terms of this Agreement and any Town Bylaw, the terms of this Agreement shall supersede and prevail.

#### **Article 7. Professional Development**

- A. The Town will reimburse the Town Accountant for licensing/certification fees required for the Town Accountant's job duties.
- B. The Town shall pay for the Town Accountant's cost of fees, tuition, and materials for training and continuing education classes and seminars required to maintain licensing and certification required for the Town Accountant's job duties. The Town will not pay for tuition toward any college level degree programs. Requests for payment are to be submitted for approval by the Executive Director of Municipal Services or by the Town Administrator at least thirty (30) days prior to the class or seminar.

#### **Article 8. Expenses**

- A. The Town Accountant shall be reimbursed for any reasonable and necessary expenses incurred in the performance of his official duties, or as an official representative of the Town, including attendance by his at civic or social events to the extent permitted pursuant to G.L. c. 268A and the Anti-Aid Amendment.

#### **Article 9. Indemnification**

- A. To the extent permitted pursuant to G.L. c. 258, the Town shall defend, hold harmless and indemnify the Town Accountant against any tort, professional liability claim or demand, civil rights claim or other legal action, arising out of an alleged act or omission occurring in the performance of the Town Accountant's duties. This section shall survive the term of this Agreement.
- B. The Town shall not be required to indemnify, hold harmless or defend the Town Accountant for any tort, professional liability claim, civil rights claim or demand, or other legal action, if he acted in a grossly negligent, willful or malicious manner or if he acted outside the scope of her duties. The Town shall not be required to indemnify or pay legal expenses or costs incurred for any proceeding, hearing or appeal related to any action brought by either party to enforce this agreement.

#### **Article 10. Performance Evaluation**

- A. The Town Administrator will coordinate a performance review of the Town Accountant on each anniversary of this Agreement or a mutually agreed upon date based upon goals and objectives established hereunder. The review shall contain a written evaluation of the Town Accountant's performance and shall be delivered to him. The review and evaluation shall be in accordance with specific criteria developed jointly. The criteria used in the review may be amended as the Town Administrator may from time to time determine, in consultation with the Town Accountant.
- B. Coinciding with the annual performance review, the Town Accountant shall define measurable goals and performance objectives which they determine necessary for the proper operation of the Town, and in the attainment of the Town Administrator's policy objectives and shall further establish a relative priority among those various objectives. The Town Accountant shall prepare in writing and submit for the Town Administrator's approval such goals and objectives, which shall be signed by both parties.

**Article 11. Suspension and Discipline**

- A. The Town Administrator may discipline, suspend or discharge, the Town Accountant for reasonable cause, subject to the appeal procedure outlined herein.

**Article 12. Appeal Procedure**

- A. The Town Accountant is entitled to appeal a termination except for just cause or any disciplinary action greater than a three-day suspension within seven days of the action to be appealed. The Chairperson of the Board of Selectmen, or his/her designee, shall hold a hearing within 20 days of the notice of appeal. The Town Accountant may have legal counsel present to represent him. The Chairperson of the Board of Selectmen, or his/her designee, must issue a determination on such appeal within 10 days of the close of the hearing.

**Article 13. Contract Termination**

This Contract may be terminated by either party as provided below:

- A. By mutual written agreement, signed by the Town Administrator and the Town Accountant, upon such terms and conditions as may be acceptable to both parties at the time of termination; or
- B. The Town Accountant shall provide thirty (30) days' written notice of resignation to the Town Administrator, which resignation shall be filed with the Office of the Town Clerk. Until the effective date of termination, the Town Accountant shall continue to perform his duties and shall, if requested, cooperate with the Town Administrator in a search for a successor; or
- C. If the Town Accountant dies during the Term of this Agreement, the employment relationship created hereby shall terminate and the Town Accountant's estate shall be paid through the end of the month in which death occurs.

- D. In the event the Town Administrator determines not to renew the Town Accountant's Contract.
- E. In the event the Town Accountant's employment is terminated, this Agreement shall automatically be terminated.
- F. If the Town Accountant provides five or more months of advance notice of an intention to terminate this contract, she shall be entitled to all unused annually awarded time off benefits. If contract severance notice is less than five months, or if the contract is terminated for just cause, time off benefits will be pro-rated to the date of termination from the previous July 1<sup>st</sup> or up to the full extent required by law, whichever is greater.

#### **Article 14. Renewal of Contract**

- A. This contract shall be formally reviewed prior to its expiration, and the Town Accountant shall be advised of the Town Administrator's decision to renew or not to renew this agreement ninety (90) days prior to its expiration date. If the decision is to renew, then either the Town Accountant or the Town may request that the provisions be renegotiated with mutually satisfactory terms. Otherwise, the parties agree to a one (1) year extension of this agreement upon the same terms.
- B. It is expressly understood that a decision not to renew this Agreement shall not be construed as a dismissal or require a hearing.


#### **Article 15. General Provisions**

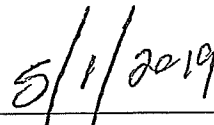
- A. This writing constitutes the complete agreement of the parties as of the date of execution, and supersedes any prior agreements. Any supplemental or additional agreement or amendment shall be effective only if in writing and signed by the Town Administrator and the Town Accountant.
- B. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or a portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- C. Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing, sent by certified mail to the Town Accountant's last known address or to the Town's principal office in Town Hall, with a copy to Town Counsel.
- D. The Town Accountant understands and agrees that all compensation and benefits provided in this Agreement are subject to Town Meeting appropriation. In the event Town Meeting fails to sufficiently appropriate to fund this agreement, the parties shall attempt to renegotiate this Agreement.
- E. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Accountant.

- F. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- G. This Agreement is to be governed by the laws of Massachusetts.
- H. This Agreement shall be executed in duplicate to take effect as a sealed instrument, and each copy there of shall be deemed an original.

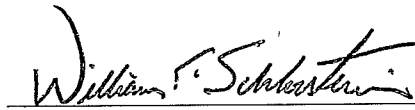
The Town of Pepperell, by and through its Town Administrator, and the Town Accountant, William Schlosstein, having agreed to the foregoing provisions of this Agreement, hereby execute this Agreement.

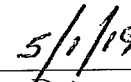
**FOR THE TOWN OF PEPPEREL**

  
\_\_\_\_\_  
Andrew MacLean, Town Administrator

  
\_\_\_\_\_  
Date

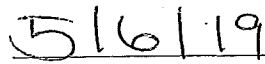
**FOR THE EMPLOYEE**

  
\_\_\_\_\_  
William Schlosstein


  
\_\_\_\_\_  
Date

Attested:

  
\_\_\_\_\_  
Jeanne Survell, Town Clerk

  
\_\_\_\_\_  
Date

**TRUE COPY ATTEST**

  
\_\_\_\_\_  
Town Clerk