

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 15th day of September 2021, by and between the Town of Ashland (hereinafter referred to as the "TOWN"), Commonwealth of Massachusetts, a municipal corporation, acting by and through its Town Manager, and Brittany Iacaponi (hereinafter the "Employee" or "Finance Director/Town Accountant").

WHEREAS, the Town is desirous of securing the services of the Employee as Finance Director/Town Accountant in the administration of the Finance Director/Town Accountant's office and member of the Finance Team; and

WHEREAS, the Town and the Employee voluntarily enter into this Agreement pursuant to the authority granted under G.L. c. 41, §55; and

WHEREAS, the EMPLOYEE is willing to perform the duties of the position of Finance Director/Town Accountant according to the terms and conditions of this Agreement;

NOW, THEREFORE, the Town and the Employee hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this Agreement to which said Employee shall be entitled as Finance Director/Town Accountant.

### **1. DUTIES**

The administrative control of the Accounting Department for the Town shall be the responsibility of the Finance Director/Town Accountant, subject to any limitations contained in Massachusetts General Laws governing the functions of municipal finance and accounting and the Charter of the Town of Ashland.

The Employee shall perform all duties and functions subject to the provisions of Chapter 44, and any other applicable provisions of the General Laws of the Commonwealth of Massachusetts, and as specified by the Charter of the Town of Ashland, by-law, rule or regulation of the Town. The duties of the Employee shall be more specifically delineated in the job description to be jointly developed, and which will then become part of this Agreement.

### **2. HOURS OF WORK**

The employee shall follow the work schedule and hours as established by the Town Manager for Town Hall employees, however, it is understood and agreed that in order to properly perform the job required, the

Employee may have to expend additional time beyond the normal work day, and the Employee agrees to do same as required. 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 hour for hour additional compensation for said additional time.

The Town Manager has determined that a reasonable accommodation can be made to allow the employee to work from home on a regular basis. The days of working from home will be flexible based on the Town and employee's needs, but generally will be Thursday and Friday of each week.

### **3. INDEMNIFICATION**

The Town agrees that the Town shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Finance Director/Town Accountant for the Town. Consistent with applicable laws applying to municipal Employees in general, and the Town's insurance policies, the Employee shall be indemnified from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission occurring in the performance of the Employee's duties on behalf of the Town which constitutes a violation of the Civil Rights of any person under any federal or state law provided the Employee was acting within the scope of his official duties of employment and provided no indemnification for a violation of such rights shall occur if the Employee acted in a grossly negligent, willful or malicious manner.

### **4. INSURANCE**

#### **A. Professional Liability**

The Employee shall be indemnified in accordance with Massachusetts General Laws, Chapter 258, Section 13, and shall be covered by the Town's liability insurance policies, with liability limits of not less than One Million (\$1,000,000.00) Dollars.

#### **B. Miscellaneous**

The Employee shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible.

### **5. PROFESSIONAL DEVELOPMENT**

The Town recognizes its obligations to the professional development of the Employee, and agrees that the Employee shall be given adequate opportunities to develop her skills and abilities as a Finance Director/Town Accountant. Therefore, the Town will, subject to annual appropriation, provide funds for membership and

subscriptions in appropriate professional organizations, including costs of attending local and state meetings, including, but not limited to professional development opportunities related to obtaining certification through the Massachusetts Municipal Auditors' and Accountants' Association.

The Town further agrees to pay for the registration, travel and subsistence expenses of the Finance Director/Town Accountant for short courses, institutes, seminars, and conferences that are reasonably necessary for her professional development. Such attendance shall be without loss of vacation or other leave.

The above shall be subject to the prior approval of the Town Manager and subject to a fifteen (15) day combined cap per fiscal year, unless otherwise agreed to, but such approval shall not be unreasonably withheld.

It is expected that the Employee will make substantial progress during the course of this contract to work toward achieving state certification as a Finance Director/Town Accountant.

#### **6. DEATH DURING TERM OF EMPLOYMENT**

If the Employee dies during the term of his employment, the Town shall pay to the Employee's estate all the compensation which would otherwise be payable to the Employee up to the date of the Employee's death, including, but not limited to, unused vacation, and holidays. No compensation or benefits that would have been earned or accrued from the date of death to the expiration date of this agreement shall be owed to the Employee's estate.

#### **7. DISCIPLINE OR DISCHARGE**

- A. It is agreed that the Employee can be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the Employee shall have the right to be represented by counsel.
- B. The Town may discipline (up to and including termination) the Employee at any time for malfeasance. Upon termination for malfeasance under the provisions of this paragraph the parties will only be obligated to the extent explicitly agreed to hereunder, and the remainder of this Agreement shall be void and without recourse to the parties. For purposes of this Agreement "malfeasance" is defined as felonious criminal misconduct or such other similar intentional or deliberate acts involving moral turpitude, whether or not such acts are committed in the course of the Employee's employment with the Town. Nothing in this paragraph will be construed to abridge or curtail the Employee's Constitutional rights to privacy.
- C. The Employee shall be considered discharged upon nonrenewal of this Agreement.

## **8. COMPENSATION**

### **A. The TOWN shall pay the Employee:**

- a. Effective July 1, 2021 the Town agrees to pay the Finance Director for services under this Agreement an annual base salary of \$138,000, subject to applicable withholdings and deductions, payable in installments at the same time as other employees are paid.
- b. Effective, July 1, 2021, the employee shall be entitled for longevity payments as offered to other non-union employees.
- c. Effective July 1, 2021, The Town agrees to pay the Finance Director/Town Accountant a monthly allowance of \$50 toward the cost of her cell phone and data plan. This payment is meant to compensate for business use.
- d. Pending a satisfactory performance review, the employee will be eligible for up to a 3% increase on her base pay, effective July 1<sup>st</sup> of each subsequent year.

Said salary shall be carried forward to subsequent years of the Agreement, and the Employee shall not be entitled to any salary increases or benefits accorded to other town Employees, unless the TOWN agrees to same by an amendment to this Agreement.

## **9. BENEFITS**

### **A. Vacation**

The Employee shall be granted and entitled to twenty vacation days annually, effective January 20, 2022. Vacation days may be used singularly or consecutively, such days off being subject to the needs of the department. The Employee shall notify the Town Manager if she intends to be on vacation or otherwise absent from her duties for three (3) or more consecutive days.

The Employee shall be permitted to carry over up to five (5) vacation days into the succeeding year for use in that same succeeding year. The Employee shall be compensated for his then current balance of vacation leave upon separation from the Town.

### **B. Sick Leave**

The Employee shall carry over the balance of her sick time upon execution of this Agreement. Thereafter, the Employee shall accrue sick time at 1 day per month. The Employee may carry over twelve days of sick leave from one contract year to the next, but only to the extent that the new balance will not exceed thirty (30) days of sick leave. Sick leave days accumulated after execution of this agreement are not eligible for buy back upon separation.

**C. Personal Leave**

The Employee shall be entitled to three (3) personal leave days each calendar year. Any unused balance shall not be carried over into the following calendar year.

**D. Bereavement Leave**

The Employee shall be entitled to bereavement leave for a period not in excess of five (5) days in the event of death in his immediate family (wife, parents, children, brother, sister, grandparents, mother-in-law and father-in-law). Emergency leave up to three (3) days shall be granted for the death of the Employee's brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

**E. Holidays**

The Employee shall be entitled to a day off with pay for the following holidays: 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, and Christmas Day.

**F. Miscellaneous**

The Employee shall be eligible to participate in the Town's voluntary deferred compensation plan, and in the Town's plan for her portion of health and life insurance premiums.

**10. NO REDUCTION OF BENEFITS**

The Town agrees that the Town shall not at any time during this Agreement reduce the salary, compensation or other benefits of the Finance Director/Town Accountant, unless agreed to in writing by the parties to this Agreement.

**11. MODIFICATION**

No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both of the parties,

**12. LAW GOVERNING**

This Agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

13. SEVERABILITY OF PROVISIONS

If any clause or provision of this Agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

14. LENGTH OF AGREEMENT

A. This Agreement shall be in effect from the effective date until June 30, 2024. Absent a written extension signed by the Town Manager and the Employee, this Agreement shall terminate on the foregoing date, without recourse by the Employee, except to the degree specifically enumerated in this Agreement.

If the Town Manager elects not to renew this Agreement for a further term, such notice shall be given to the Employee at least three (3) months in advance. Failure to notify the Employee more than three (3) months prior to the expiration of this Agreement shall entitle her to three (3) months' severance pay. Such notice shall be sent by registered mail, return receipt requested, to the Employee's residence at least three (3) months in advance. The foregoing severance pay shall be applicable only in the event of failure to provide at least three (3) months' notice prior to expiration of this Agreement, and shall be the Employee's sole remedy in the event of such a nonrenewal.


B. In the event the Employee intends to resign voluntarily before the natural expiration of any term of employment, then the Employee shall give the Town ninety (90) days written notice in advance, unless the parties otherwise agree in writing.

15. NOTICES

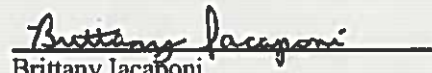
Notice shall be delivered in hand or sent to the address of the Employee

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

TOWN OF ASHLAND  
Acting by and through its Town Manager:

  
Michael Herbert, Town Manager  
Date 9/29/21

EMPLOYEE-FINANCE DIRECTOR  
AND TOWN ACCOUNTANT

  
Brittany Iacaponi  
Date 9/29/21