

**EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE SELECT BOARD
TOWN OF HOPEDALE, MASSACHUSETTS
AND
CHERYL HANLY
PRINCIPAL ASSESSOR**

WHEREAS, the Town of Hopedale, Massachusetts (hereinafter the "Town") through its Select Board (hereinafter the "Board"), has appointed Cheryl Hanly to serve as Principal Assessor (hereinafter the "Principal Assessor"), effective August 15, 2022 thru June 30, 2025;

WHEREAS, Ms. Hanly has accepted the Board's appointment; and

WHEREAS, in accordance with Chapter 41, Section 108N½, the parties wish to enter into an employment agreement to establish the terms and conditions of Ms. Hanly's employment;

NOW THEREFORE, this Agreement is made effective by and between the Board and the Assessor. In consideration of all promises herein contained, the parties hereto mutually agree as follows and the Town agrees to seek and provide all funds necessary to maintain this Agreement.

1. **EMPLOYMENT:** The Board agrees to employ Ms. Hanly as the Principal Assessor and she agrees to accept that employment subject to the terms and conditions of this Agreement.
2. **TERM:** This Agreement shall become effective August 15, 2022 and shall remain in full force and effect through June 30, 2025, subject to earlier termination under Paragraph 3 herein, and further subject to annual appropriation by Town Meeting.
3. **TERMINATION:** Notwithstanding the provisions set forth in Paragraph 2 above, in the event that the Assessor desires to terminate this Agreement before the term of service shall have expired, she may do so by providing the Board with at least thirty (30) calendar days written notice of this intention. Notwithstanding the provisions set forth in Paragraph 2 above, nothing in this Agreement shall affect the Board's right to terminate the Assessor for cause at any time after a hearing.
4. **DUTIES:** The Assessor is a full-time, exempt employee for the purposes of FLSA and is expected to perform the hours necessary to carry out her duties and fulfill her responsibilities in the role of Principal Assessor. She is expected to be in the Town Hall during open hours, except when performing field work or attending conferences/meetings, and may infrequently be required to work an evening and/or weekend if the need arises.

5. BENEFITS: The Principal Assessor shall be entitled to all provisions relating to retirement, health insurance and other fringe benefits as they generally apply to other employees of the Town, except as otherwise provided by this Agreement.

A. The Principal Assessor shall be eligible to enroll in the Town's group health insurance plan effective the first day of employment, with the Town contributing the same amount toward monthly premiums as it contributes for other Town employees.

B. The Principal Assessor shall be granted four (4) weeks paid vacation per fiscal year, which shall be awarded at the beginning of the fiscal year (July 1). A week shall be defined as five (5) working days. After the initial three (3) months of service, vacation time earned (prorated from August 15, 2022) will be credited and may be taken. At the beginning of the new fiscal year (FY24 and FY25 respectively), four (4) weeks of vacation will be awarded. One week of unused vacation days may be carried over from one year to another.

C. The Principal Assessor shall be granted fifteen (15) sick days per year. Unused sick days may be accumulated from year to year, up to a maximum of 180 days.

D. The Principal Assessor shall be granted three (3) days of paid personal leave each fiscal year. Personal days are noncumulative and cannot be used to extend vacation leave nor shall payment or other consideration be paid for such unused personal leave.

E. The Principal Assessor shall receive paid leave on the following Town holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Presidents' Day	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

F. Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Sunday, the following Monday shall be observed as the holiday.

G. Upon the death of the Principal Assessor's spouse or her children, the Principal Assessor will be granted leave five (5) working days without loss of pay. Upon the

death of the Principal Assessor's mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Principal Assessor will be granted leave of three (3) days without loss of pay.

H. If the Principal Assessor serves as a juror in a federal court or in the Courts of the Commonwealth, she shall receive from the Town the difference between her salary and the compensation received for such jury services, exclusive of any travel or other allowance; provided, however, he/she shall receive her full pay for her first three (3) days of jury service.

I. Should the Principal Assessor attend professional conferences, time spent at such conferences shall not be deducted from her vacation leave and shall be considered professional development leave.

6. REIMBURSEMENT FOR EXPENSES: The Principal Assessor will be reimbursed for all expenses reasonably incurred in the performance of her duties under this Agreement and for professional development, provided that those expenses fall within the approved budget. Attendance at job-related meetings and/or functions must be approved in advance by the Board to qualify for expense reimbursement. Mileage reimbursement shall be at the IRS rate.

7. RELATIONSHIP BETWEEN THE BOARD AND THE ASSESSOR: The Principal Assessor works under the administrative direction of the Town Administrator. The Principal Assessor is expected to attend regularly scheduled Board of Assessors meetings and keep the Board apprised of all operations in the office.

8. PERFORMANCE: The Principal Assessor shall comply with all provisions of this Agreement. Any amendments thereto shall be by mutual agreement between the Board and the Principal Assessor and shall be reduced to writing.

9. ENTIRE AGREEMENT: This Agreement embodies the whole agreement between the Board and the Principal Assessor. There are no inducements, promises, terms, conditions, or obligations made by or entered into by either party other than those contained therein. This Agreement may not be changed, except by mutual agreement of the Board and the Principal Assessor.

10. INVALIDITY: If any paragraph or part of this Agreement is determined to be invalid or unlawful by a court of competent jurisdiction, such determination shall not affect the remainder of said Agreement but said Agreement shall be binding and effective against all parties.

11. SALARY: Effective August 15, 2022 (hire date), the Principal Assessor shall receive the following compensation:

A. FY23: The Town agrees to pay the Principal Assessor for services rendered under this Agreement, an annual base salary of \$75,100, subject to applicable withholdings and deductions, prorated for the portion of the year worked through June 30, 2023, payable in installments at the same time as other employees of the Town are paid.

B. FY24: Subject to annual appropriation by Town Meeting, the Town agrees to pay the Principal Assessor for services rendered under this Agreement, an annual base salary of \$77,353, subject to applicable withholdings and deductions, effective July 1, 2023, and continuing through June 30, 2024, payable in installments at the same time as other employees of the Town are paid.

C. FY24: Subject to annual appropriation by Town Meeting, the Town agrees to pay the Principal Assessor for services rendered under this Agreement, an annual base salary of \$79,674, subject to applicable withholdings and deductions effective July 1, 2024, and continuing through June 30, 2025, payable in installments at the same time as other employees of the Town are paid.

D. Annually, on her anniversary date, the Town agrees to pay the Principal Assessor a stipend in the amount of \$1,000 for continuing designation from the Massachusetts Association of Assessing Officers (MAAO).

Any contractual compensation increases shall be contained within the Assessors budget and will be subject to funding approval at each (May) Annual Town Meeting, to become effective.

12. RENEWAL:

A. If the Board decides that it does not wish to renew this Agreement at its expiration, the Board shall give the Principal Assessor written notice of its intent not to renew this Agreement at least six (6) months in advance of the expiration of this Agreement. If the Board fails to give such written notice, this Agreement and its terms and conditions shall be extended for an additional six (6) month period.

B. If the Board does not give notice of non-renewal, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional six (6) month period.

13. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. All provisions of the Laws of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Principal Assessor as they generally apply to other employees of the Town, except as otherwise provided by this Agreement.

B. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws or Rules and Regulations.

C. All compensation and benefits provided under this Agreement shall be contingent upon annual appropriation by Town Meeting.

D. No Reduction in Benefits. The Town shall not at any time during the term of this Agreement reduce salary, compensation or other benefits of the Principal Assessor except to the degree such a reduction is across the board for all other employees of the Town.

E. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. TOWN: Town Administrator
2. BOARD: Chairperson, Board of Assessors
3. ASSESSOR: Cheryl Hanly

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

F. General Provisions

A. The text herein shall constitute the entire Agreement between the parties.

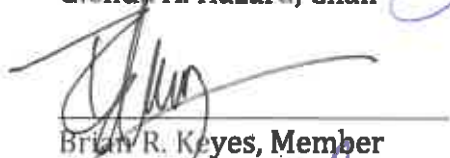
B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors for the Principal Assessor.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remaining of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

THE PARTIES herein sign and seal this Agreement and a duplicate thereof this 1st day of August 2022.

SELECT BOARD


Glenda A. Hazard, Chair


Brian R. Keyes, Member


Bernard J. Stock, Member

PRINCIPAL ASSESSOR


Cheryl Hanly

Approved as to Legal Form: 8/3/2022 Date

Town Counsel: 