

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF EAST BRIDGEWATER
AND MELANIE L. DEAN, CPA, TOWN ACCOUNTANT**

THIS AGREEMENT, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this July 19, 2021 by and between the Town of East Bridgewater, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Board of Selectmen, hereinafter called "Board" and Melanie L. Dean, hereinafter called "Town Accountant," or "Employee," as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Melanie L. Dean as Town Accountant of the Town of East Bridgewater;

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, Melanie L. Dean agrees to accept employment as Town Accountant of said Town.

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

Section I. Duties

The Town hereby agrees to employ Melanie L. Dean 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Rules and Regulations, votes of the Board of Selectmen, General or Special Laws, all of which as may be amended, rescinded and supplemented from time to time, and to perform such other legally permissible and proper duties and functions as the Town Administrator shall, from time to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.

Section II. Term

The term of this agreement shall become effective September 8, 2021 and shall be in full force and effect until June 30, 2024.

Section III. Separation/Non-Renewal.

During the term of this Agreement, the parties agree that the Town Accountant may not be disciplined, suspended, or removed from her position except for cause after a hearing.

The Town may terminate the service of the Town Accountant at any time for cause. "Cause" under this Agreement shall be defined as a failure to meet performance goals as described below or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty.

The Town may terminate the Town Accountant for failure to meet performance standards before the expiration of the term of employment. To determine if the Town Accountant is meeting said performance standards, the Board of Selectmen, or the Town Administrator, if directed by the Board, may perform a performance evaluation. The Town and the Town Accountant shall agree in advance on the performance evaluation instrument to be used. In the event of termination for unacceptable performance, the Town agrees to pay the Director a lump sum cash payment of two (2) weeks' severance pay. Additionally, upon such termination, the Town Accountant shall be paid a lump sum cash payment in lieu of all accumulated vacation leave.

In the event the Town Accountant voluntarily resigns her position with Town before the expiration of the term of employment provided for herein then she shall give the Town ninety (90) days' notice in advance unless the parties otherwise agree. In the event the Town Accountant voluntarily resigns, she shall not be eligible for severance benefits.

- a. The Board of Selectmen will provide written notification as provided herein to the Town Accountant ninety (90) days before the end of the contract period if the Board does not intend to renew this agreement with the terms, conditions, compensation, and benefits, equal to or exceeding this agreement.
- b. If the Board of Selectmen fails to provide the foregoing ninety (90) days' notice of non-renewal, and the term of this Agreement ends, Ms. Dean shall be considered an employee-at-will until such time as the Board of Selectmen votes to renew the Agreement or terminate her employment.

Section IV. Salary

- A. 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.
- B. Effective September 8, 2021, the annual base salary shall be \$110,000.00.
- C. Effective July 1, 2022, the annual base salary shall be increased by 2%.
- D. Effective July 1, 2023, the annual base salary shall be increased by 2%.
- E. Upon passing the Legal Examination for a Certified Municipal Accountant (CMA), as issued by the Massachusetts Municipal Auditors and Accountants Association, her annual base salary shall be increased by \$3,000 which shall be incorporated into the weekly compensation.
- F. Upon passing the Practical Examination for a Certified Municipal Accountant (CMA), as issued by the Massachusetts Municipal Auditors and Accountants Association, her annual base salary 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 (E) and (F) above, if applicable, shall be included in the computation of the base salary increases described in paragraphs (C) and (D). Each of foregoing increases in annual base salary described in paragraphs (E) and (F) above, when achieved, shall be retroactive to her start date or to July 1st of the fiscal year when proof of such passing grades or certifications is provided to the Town, whichever is later.

Section V. Hours of Work

The Town Accountant will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board of Selectmen.

The normal operating hours of the Town Offices are thirty-five (35) hours per week, Monday through Friday. As a management-level employee, the Board acknowledges that the Town Accountant will regularly be required to devote a great deal of additional time to the Town Accountant position depending on the needs of her department. The Town Accountant will be allowed to take reasonable compensatory time off with the approval of the Town Administrator as he/she shall deem appropriate during said normal office hours. It is acknowledged that nothing herein is intended to imply a quid pro quo arrangement. The Town Accountant, with the approval of the Town Administrator, shall be permitted to work remotely on a limited basis. Such approval by the Town Administrator may be withdrawn or modified, subject to the needs to the Town.

Section VI. Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty, Workers Compensation, and Disability Insurance.

- A. The Town Accountant (which term in this context under this provision shall include her dependents) shall be entitled to participate in whatever group medical, dental, life insurance and benefit plans are offered by or through the Town of East Bridgewater and the pension benefit plan through the Plymouth County Retirement Board on the same basis as other Town employees. If the Town Accountant so waives health and dental plan membership the town agrees to pay the Town Accountant \$1,500.00 per year. In the event the Town Accountant elects to re-join the town's health insurance and dental plans, the reimbursement would cease.
- B. Upon commencing employment, the Town Accountant shall be entitled to sixteen (16) days paid vacation and (20) days per each contract year thereafter. Provided that no more than two-weeks (2) may be taken consecutively. Up to one week of unused vacation time at the end of each fiscal year may be purchased back by the Town and/or up-to five-days (5) of unused vacation time may be carried over from one year to another at the Town Administrator's discretion.
- C. Upon commencing employment, the Town Accountant shall be granted twelve (12) days paid sick leave and fifteen (15) days per contract year thereafter. Unused sick days may be accumulated from year to year to a maximum of one hundred twenty (120) days. At the conclusion of the fiscal year, unused sick time accumulated in excess of 120 may be reimbursed at seventy-five percent (75%) of the employee's regular per diem wage during the final pay period in the fiscal year.
- D. The Town Accountant shall receive the following holidays:

½ Day before New Years	New Year's Day
Martin Luther King Day	President's Day
Patriot's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans' Day
½ Day before Thanksgiving	Thanksgiving Day
Friday after Thanksgiving	Day before Christmas*
Christmas Day	<i>(*except when the holiday falls on a Thursday than the day after shall be the holiday)</i>

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

- E. In the event of a death in the immediate family of an employee, she will be granted leave with pay in the amount of up to five (5) working days, and such leave shall not be charged to sick leave or vacation leave. Immediate Family shall include spouse, significant other, father, stepfather, mother, stepmother, child, stepchild,

brother, stepbrother, sister, stepsister, daughter-in-law, son-in-law, mother-in-law, father-in-law, grandparent, and/or grandchildren.

A maximum of one (1) funeral day leave shall be granted to attend the funeral of employee's (or the employee's spouse's) Aunt, Uncle, Niece, or Nephew.

A maximum of two (2) days funeral leave shall be granted in the event of the death of an employee's brother-in-law or sister-in-law.

- F. Upon commencement of this contract, the Town Accountant shall receive two (2) days of personal leave, each contract year thereafter, the Town Accountant shall receive three (3) days of personal leave. Said days will be credited to the Town Accountant's account each July 1st and may not be carried forward from year to year and shall not be eligible for repurchase.
- G. In the event that the Town Accountant serves as a juror in a Federal court or the courts of the Commonwealth, she shall receive from the Town the difference between her salary and the compensation she received for such jury services, exclusive of any travel or other allowance; provided; however, she shall receive her full pay for her first three (3) days of service for the Commonwealth of Massachusetts.

Section VII. Other Benefits:

The Employee shall be granted any benefits typically available to full-time or part-time permanent employees, including access to medical insurance, dental insurance, life insurance, pre-tax flexible spending accounts, longevity, and the normal accrual of vacation, sick, personal, or holiday time.

Section VIII. Professional Development / Expenses

- A. 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 by the Town Administrator.
- B. The Town agrees to pay for the professional dues and subscriptions to maintain membership, and Certified Municipal Accountant (CMA) 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.

Section IX. Proprietary Rights/Confidentiality

- A. The Employee agrees that the work products from the services provided to the Town shall be owned by the Town. The Employee agrees that she shall not use for any purpose or disclose to any third party any confidential information of the Town without the express written consent of the Town. The Employee agrees to safeguard the confidential information of the Town against use or disclosure other than as authorized by or under this Agreement.
- B. The Town Accountant shall also be reimbursed at the IRS approved rate per mile for the use of her personal automobile on Department-related business.

Section X. Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Town Accountant.

Section XI. Warranties

The Employee warrants that the services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices.

Section XII. Notices

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

- 1. Town:
The Board of Selectmen
Town of East Bridgewater
175 Central Street
East Bridgewater, MA 02333
- 2. Employee:
Melanie L. Dean

Section XIII. General Provisions

- A. The terms set forth herein shall constitute the entire agreement and understanding between the parties except to the extent that other documents are referred to herein, which documents shall be deemed to be incorporated by reference.
- B. If any provision contained in this Agreement, or any segregable portion thereof, is determined to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws.
- D. The failure of a party to insist on strict compliance with the term or provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.
- E. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Each party shall bear its own costs and attorney fees unless the arbitration award specifically provides otherwise.

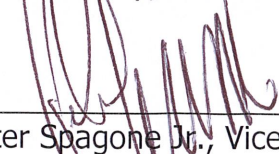
IN WITNESS WHEREOF, the Town of East Bridgewater, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen, and the Town Accountant has signed and executed this Agreement, both in duplicate.

TOWN OF EAST BRIDGEWATER

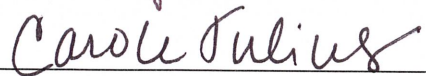
Acting by and through its Board of Selectmen



David Sheedy, Chairman

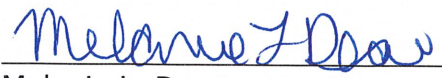


Peter Spagone Jr., Vice-Chairman



Carole Julius, Clerk

TOWN ACCOUNTANT



Melanie L. Dean

DATE: 7/19/2021

Attest to Signature:

Susan Gillpatrick
Susan Gillpatrick, Town Clerk

Date: 7-20-21

Approved as to Form

Town Counsel

Date: _____