

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF EAST BRIDGEWATER
AND
PAULA WOLFE, DIRECTOR OF ASSESSING**

This Agreement (the "Agreement") is entered into as of July 1, 2021 between the Town of East Bridgewater, Massachusetts (hereinafter known collectively as the "Town" or "Employer") and Paula Wolfe, ("Director Assessing") in accordance with the provisions of General Laws, Ch. 41 § 108 N 1/2.

WITNESSETH:

WHEREAS the Town desires to continue to employ the services of Paula Wolfe as Director of Assessing of the Town of East Bridgewater;

WHEREAS the Board under Massachusetts General Laws, Ch. 41 § 108 N 1/2 may contract with the Director of Assessing for such services;

WHEREAS it is the desire of the Town to contract for the salary and benefits of said Director;

WHEREAS it is the desire of the Board to retain the services of the Director of Assessing Director, and to provide an inducement for her to remain in such employment; and

WHEREAS Paula Wolfe agrees to accept continued employment as Director of Assessing of said Town.

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

Section I: Functions and Duties of the Director of Assessing.

The Town hereby offers employment to Paula Wolfe as Director of Assessing of said Town, and the Director of Assessing accepts said offer of employment. The Director shall be responsible for the management and operation of the Assessing Department in accordance with policies established by the Board of Assessors. Duties shall be as specified in the job description of Director of Assessing, which shall be considered a part of this contract. A copy of the job description is attached to this contract. Those duties shall include, but not be limited to:

1. Supervision of the daily operation of the Assessing Department.
2. Supervise all department personnel.

3. Prepare the Assessing Department budgets and submit proposals for budgets to the Board of Assessors and the Finance Committee.
4. Give reports to the Board of Assessors either orally or in writing when requested or required in order to ensure the proper communication between the Board of and the Department.
5. Be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the by-laws of the Town of East Bridgewater.
6. Oversee and be responsible for the carrying out of all training programs for departmental personnel and community-related programs.
7. Be available for hearings before any board of the Town of East Bridgewater at which the Assessing Department is required to appear and before town meetings when necessary. Either the Director of Assessing or her designee, where applicable, shall represent the Board of Assessors in departmental matters.

Section II. Term.

This Agreement shall become effective July 1, 2021 and shall be in full force and effect until June 30, 2024. The Agreement shall be for a term of three years, subject to **Section III**, and shall be binding on the Town in each year of its duration.

Section III. Separation/Non-Renewal.

- A. The Board of Assessors may terminate the service of the Director of Assessing at any time for cause. "Cause" under this Agreement shall be defined as a failure to meet performance goals as documented through performance reviews or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty.
- B. The Board of Assessors will provide written notification as provided herein to the Director of Assessing, 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.
- C. If the Board of Assessors fails to provide the foregoing ninety (90) days' notice of non-renewal, and the term of this Agreement ends, Ms. Wolfe shall be considered an employee-at-will until such time as the Board of Assessors votes to renew the Agreement or terminate her employment.
- D. In the event the Director of Assessing voluntarily resigns her position with Town before the expiration of the term of employment provided for herein then she shall give the Town thirty (30) days' notice in advance unless otherwise agreed

to with the Board of Assessors. Ms. Wolfe shall give at least ninety (90) days notice in writing to the Board of Assessors if she does not intend to seek re-appointment to her position at the termination of this contract and appointment, unless otherwise agreed to with the Board of Assessors.

Section IV. Salary.

- A. The Town agrees to pay the Director of Assessing for services rendered under this Agreement, an annual salary of \$90,315.36 subject to applicable withholdings and deductions, effect July 1, 2021, and continuing through June 30, 2022, payable in installments at the same time as other employees of the Town of East Bridgewater are paid.
- B. The Town agrees to pay the Director of Assessing for services rendered under this Agreement, an annual salary of \$92,091.67 subject to applicable withholdings and deductions, effect July 1, 2022, and continuing through June 30, 2023, payable in installments at the same time as other employees of the Town of East Bridgewater are paid.
- C. The Town agrees to pay the Director of Assessing for services rendered under this Agreement, an annual salary of \$94,356.46 subject to applicable withholdings and deductions, effect July 1, 2023, and continuing through June 30, 2024, payable in installments at the same time as other employees of the Town of East Bridgewater are paid.
- D. The Director of Assessing has been awarded a certificate by the Massachusetts Association of Assessing Office as a Certified Massachusetts Assessor (CMA). In accordance with Massachusetts General Laws Ch. 59 § 21A ½, the Director of Assessing shall receive additional compensation equal to ten percent of the regular compensation described in paragraphs (A). (B), and (C) for as long as she maintains CMA designation.
- E. If the Director of Assessing continues in office after the expiration of this Agreement, and there is no successor agreement, she shall continue to receive the latest salary under this Section until her salary shall be otherwise provided for by the Town. (This Subsection shall survive the termination of this Agreement.)

Section V. Hours of Work.

The Director of Assessing agrees to devote the amount of time and energy which she determines is reasonably necessary for the Director to faithfully perform the duties of the Director of Assessing under and within this contract. It is understood and agreed that in order to perform the job required properly, the Director may have to expend additional time beyond the normal workday, and the Director agrees to do the 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 additional compensation for said additional time.

However, the Director of Assessing may adjust her schedule considering such extra time as long as the same does not interfere with the obligations to perform her duties. No "compensatory" time may be accrued.

The Director of Assessing, with the approval of the Town Administrator, shall be permitted to work remotely or on a limited basis. Such approval by the Town Administrator may be withdrawn or modified, subject to the needs of the Town.

Section VI. Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, and Disability

- a. The Director of Assessing (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.
 - i. If the Director of Assessing so waives health and dental plan membership the Town agrees to pay the Director of Assessing \$1,500 per year. In the event the Director of Assessing elects to rejoin the Town's health insurance and dental plans, she would not receive or be eligible for this payment for that benefit year.
- b. The Director of Assessing shall be granted twenty (20) days paid vacation on July 1st of each year of this Agreement. The Director of Assessing shall be allowed to carry over any unused portion or submit for reimbursement up to five (5) days of unused vacation time remaining to her credit. If the Director has accrued more than five days of unused vacation time, she may apply to the Town Administrator for approval to carry over or submit for reimbursement a greater amount of unused time.
 - i. Upon the retirement or death, the Director of Assessing or her estate, in addition to all other benefits, shall be entitled to be paid for all accrued vacation leave, said monies calculated as of the day of retirement or death.
 - ii. Prior to taking any vacation leave in which, the Director of Assessing shall be unable to respond to her duties, the Director of Assessing shall advise the Town Administrator of the name of the employee-in-charge of the Assessing Department for the period of the vacation leave.

- c. The Director of Assessing shall be granted fifteen (15) sick days per fiscal year. Unused sick days may be accumulated from year to year up to 120 days.
 - i. Upon retirement, the Director of Assessing shall be reimbursed for unused sick time accrued in excess of 25 days and less than 120 days at 75%.
- d. The Director of Assessing shall receive one day off with pay for the following holidays:

1/2 Day before New Year's Day	New Year's Day
Martin Luther King Day	Presidents Day
Patriots Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
1/2 Day before Thanksgiving	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	
- e. In the event of the death of a spouse, child, mother, father, sister or brother, the Director of Assessing will be granted five (5) days of leave without loss of pay. In the event of the death of a mother-in-law, father-in-law, grandparent, or grandchild, the Director of Assessing will be granted three (3) days of leave without loss of pay. In the event of the death of an aunt, uncle, brother-in-law, sister-in-law, niece, or nephew, the Director of Assessing shall be granted one (1) day off without loss of compensation if the funeral is on the Director's regular workday.
- f. The Director of Assessing shall receive three (3) personal days per year.

Section VII. Professional Development/Expenses.

- A. Time with pay shall be given to the Director of Assessing to allow participation in appropriate Assessing Department-related meetings, conferences, association memberships, and programs or any other organizational participation or training as the Board of Assessors shall approve. Funds will be budgeted each year to cover the Director's expenses in attending such events. It is understood that the funds available may not cover the full cost of attending a given program, and that, in some cases, no funds may be available.
- B. The Director shall also be reimbursed at the IRS approved rate per mile for the use of her personal automobile on Assessing Department-related business.

Section VIII. Other/Miscellaneous:

- A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein, which documents shall be deemed to be incorporated by reference herein.

- B. This Agreement shall prevail over any conflicting personnel provisions of the Town Bylaws, and the Director of Assessing agrees that she is not eligible for any wages or compensation, other than what is specifically enumerated in this Agreement.

Section IX. Notices.

Notices pursuant to this Agreement may be personally served. Notice shall be deemed given as of 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.

Section X. General Provisions.

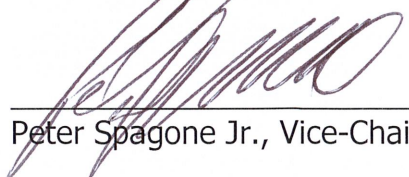
- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Director of Assessing and the Board of Selectmen agree that this agreement supersedes the Town's Personnel Bylaw.
- C. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or part or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the Director of Assessing shall be an "exempt employee."

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 duly attested by its Town Clerk, and the Director of Assessing has signed and executed this Agreement, both in duplicate.

TOWN OF EAST BRIDGEWATER
Acting by and through its Board of Selectmen



David Sheedy, Chairman

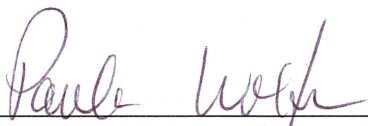


Peter Spagone Jr., Vice-Chairman



Carole Julius, Clerk

DIRECTOR OF ASSESSING



Paula Wolfe, Director of Assessing

Date: 8/9/21

Date: _____

Attest to Signatures:

Susan Gillpatrick, Town Clerk

Approved as to Legal Form

Town Counsel

Date: _____