

TOWN OF CHATHAM FINANCE DIRECTOR EMPLOYMENT AGREEMENT

PREAMBLE

This Agreement is entered into by and between the Town of Chatham, hereinafter referred to as "Employer" acting through the Town Manager and Alexandra Heilala, hereinafter referred to as "Employee", pursuant to the powers vested in the Employer by Massachusetts General Laws, Chapter 41, Section 55 and in accordance with Part IV Section 4-6 of the Home Rule Charter. The Original Agreement was entered into on May 17, 2010.

NOW THEREFORE, in consideration of mutual promises and covenants, Employer and Employee agree as follows:

- 1) Duties – Employer agrees to employ said Employee as Finance Director/Town Accountant of said Town of Chatham to perform the functions and duties as specified in the Town of Chatham position description.
- 2) Term - The term of this Agreement shall be for a three-year period beginning July 1, 2021 through and including June 30, 2023. Thereafter, this Agreement may be extended by mutual agreement. Either party may notify the other party within ninety (90) days of the expiration of the term of its intention not to renew.
- 3) Compensation: The salary of the Employee shall be \$143,625 for the period July 1, 2021 to June 30, 2022 (FY2022). The salary for the Employee shall be \$148,000 for the period July 1, 2022 through June 30, 2023 (FY2023); \$152,500 for the period July 1, 2023 through June 30, 2024 (FY2024). All increases shall be contingent on a satisfactory performance evaluation using a mutually agreeable performance evaluation instrument.
- 4) Performance Evaluation – The Employer shall review and evaluate the performance of the Employee on an annual basis.
- 5) Expense Reimbursement – The Employer agrees to budget and pay for professional dues, subscriptions and conference expenses of the Employee as the Employer deems reasonable for the continuation and participation of said Employee in national, regional, state and local professional associations and organizations. All shall be subject to prior approval.
- 6) Mileage Allowance – The Employer agrees to pay a mileage allowance of \$50 per pay period to the Employee.
- 7) Resignation or Termination –

The Employee may terminate this Agreement before the expressed termination date by giving written notice of her intention to do so to the Employer at least forty-five (45) days prior to the effective date of her termination.

- 8) In the event the Employee leaves her position voluntarily, she shall receive no further compensation from the Employer except unused accrued vacation pay and twenty- five (25%) percent of accrued sick time. Maximum accrual for sick buy back will capped at 100 days. If the Employee is terminated for cause, the Employee shall receive no further compensation from the Employer except twenty- five (25) percent of unused sick leave and unused accrued vacation time. Maximum accrual for sick buy back is capped at 100 days; or maximum of 25 days sick days accrued to be paid upon separation.
- 9) Vacation – The Employee shall accrue vacation days at the rate of 1.667 days per month for a total of twenty (20) days per annum starting July 1, 2021. The Employee may carry over no more than ten (10) days to the following year. The Employee will notify the Employer two (2) weeks prior to the commencement of any vacation period and the Employer shall approve of same based on the needs of the Department. *The Employee is also eligible to buy back one week of unused vacation;* such time may be paid in a lump sum on final pay period of the fiscal year.
- 10) Sick Leave – Employee shall accrue sick leave of one and one-half (1½) days per month which may be carried over from year to year.
- 11) Personal Leave – Employee shall be credited with two (2) personal days per fiscal year. Personal days shall not be carried over from one fiscal year to another.
- 12) Bereavement Leave – Bereavement leave shall be granted without loss of pay in the event of death in the immediate family of a person covered by this Agreement as follows:
 - Spouse/Partner, Child/Step Child, Sibling.....up to 5 consecutive days
 - Parent, In-laws, Grandchildup to 3 consecutive days
- 13) Holidays - The following shall be recognized as holidays:

New Year’s Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President’s Day	Veteran’s Day
Patriot’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
June (Nine)teenth	Christmas Day
Independence Day	
- 14) Health Insurance – Employer agrees to provide group health, dental, eye, and life insurance for Employee and her dependents in the same manner as is provided to all other Employees of the Employer.

- 15) Longevity – as provided for in the Personnel Policies.
- 16) Residency – There is no residency requirement.
- 17) Indemnification – Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Employee’s duties as Town Accountant. Employer may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment tendered thereon. Employer agrees to extend this indemnification if any such legal action be undertaken after Employee ceases to be in the employ of Employer.
- 18) Severability – If any paragraph or part thereof of this Agreement shall be determined by appropriate forum to be invalid, then in such event, the remaining paragraphs and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the 2nd day of March 2021.

 Jill R. Goldsmith
 Town Manager

Date: _____

 Alexandra Heilala

Date: _____

Signed original on file

FY2021	139,360.00	2.93%	
FY2022	143,625.00	2.97%	Year 1
FY2023	148,000.00	2.96%	Year 2
FY2024	152,500.00	2.95%	Year 3

average 2.958%

