

**TOWN OF CHATHAM
DIRECTOR OF FINANCE/TOWN ACCOUNT
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 Carrie Mazerolle, 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. Should a conflict arise between the Home Rule Charter and any General or Special Law, the provision of the Charter shall govern.

WHEREAS, the Town is desirous of securing the services of the Employee in the administration of the Finance Department as the Director of Finance/Town Accountant and performing related functions, and;

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

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

- 1) Duties – Employer agrees to employ said Employee as Director of Finance/Town Accountant of said Town of Chatham to perform the functions and duties as specified in the Town of Chatham position description, which shall be attached as Exhibit A of this Agreement.
- 2) Term - The term of this Agreement shall be for an approximate three-year period beginning November 13, 2023 through and including June 30, 2026. Thereafter, this Agreement may be extended by written agreement of the Employer and the Employee.
- 3) Compensation:
 - A. Effective November 13, 2023 through June 30, 2024: The annual salary for the Employee shall be \$140,317.
 - B. Effective July 1, 2024: The annual salary for the Employee shall be \$ 147,397.
 - C. Effective July 1, 2025: The annual salary for the Employee shall be \$154,733.

All increases shall be contingent on a satisfactory performance evaluation.

- 4) Performance Evaluation – The Employer shall review and evaluate the performance of the Employee on an annual basis each year, on or before the anniversary of this appointment (July 1st), the Employee shall meet with the Town Manager to discuss the Town Manager's appraisal of the prior year's work performance. The Town Manager may present a summation of her appraisal in a written format of the Town Manager's choice or require the Employee

to provide a self-evaluation. In consultation with the Employee, the Town Manager may establish written goals and objectives deemed by both parties to be important to the proper operation of the Finance Department and the attainment of Town objectives. The first review of performance shall be done within ninety (90) days.

- 5) Hours of Work - Except as otherwise authorized, the Finance Director/Town Accountant shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, 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 Employee agrees to do same. The Town shall require the Employee to be physically present at the office at Town Hall during the normal workday unless her absence therefrom is authorized in advance by the Town Manager, or unless she is on sick leave or vacation leave.

It is acknowledged that the position falls under the "Executive Exemption" for the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for any time worked in excess of forty (40) hours per week.

- 6) 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 by the Town Manager.
- 7) Mileage Allowance – The Employer agrees to pay a mileage allowance of \$50 per pay period to the Employee.
- 8) Bonding - The Town shall bear the full cost of any fidelity or other bonds required of the Finance Director under any law, bylaw or regulation.
- 9) 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 notice in advance, unless the parties otherwise agree.

In the event the Employee leaves her position voluntarily, she shall receive no further compensation from the Employer except accrued vacation pay.

The Employee may be terminated for cause at any time during this Agreement. "Cause" under this Agreement shall be defined as misconduct in violation of any Town policy or law, or poor performance, as documented through the performance review process described in Paragraph 4. If the Employee is terminated for cause, the Employee shall not be entitled to

any other benefits or further compensation from the Town beyond her accrued vacation days.

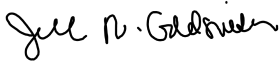
- 10) Vacation – The Employee shall accrue vacation days at the rate of 1.25 days per month for a total of fifteen (15) days per annum starting November 13, 2023. The Employee may carry over no more than ten (10) days to the following year. The Employee will request such leave and notify the Employer two (2) weeks prior to the commencement of any vacation period. The Employer shall approve of the same based on the needs of the Department.
- 11) 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. No compensation shall be paid for accrued but unused sick leave at separation.
- 12) 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. No compensation shall be paid for accrued but unused personal leave at separation.
- 13) 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:
 - A. Spouse or Child/Step Child..... up to 5 consecutive days
 - B. Parent/Step Parent, In-Laws, Siblings, Grandchild ... up to 3 consecutive days
 - C. Other relatives residing in the same household..... up to 1 day
- 14) 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	
- 15) 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 hired after 2013.
- 16) Longevity – as provided for in the Personnel Policies as may be amended.
- 17) Indemnification – The Town shall provide indemnification and legal defense for the Employee in accordance with Massachusetts General Laws Chapter 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Employee, so long as the Town would have been otherwise obliged to provide

indemnification and legal defense had the term not expired or the employment not have been terminated. The Employee shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to any claim. This Section shall survive the termination of this Agreement.

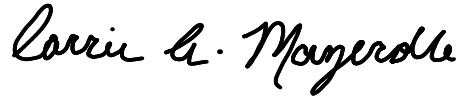
- 18) Severability – If any paragraph or part thereof of this Agreement shall be determined by appropriate forum to be invalid, then in such event, the remaining paragraphs and provisions shall be binding and effective. The construction of this Agreement shall be governed by statutory and decisional law of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the ____ day of October, 2023.



Jill R. Goldsmith
Town Manager

Date: 10/24/23



Carrie Mazerolle

Date: 10/07/2023