

## **ASSESSING ADMINSTRATOR CONTRACT**

Agreement made this 1st day of July, 2015 effective July 1, 2015 through June 30, 2018, by and between the TOWN OF AYER (hereinafter the "TOWN") and Thomas S. Hogan, Jr., of Beverly, Massachusetts (hereinafter the "ASSESSING ADMINISTRATOR" or "Hogan").

WHEREAS, the TOWN is desirous of securing the services of the ASSESSING ADMINISTRATOR in the Ayer Assessor's Office; and

WHEREAS, Hogan is willing to perform the duties of the position of ASSESSING ADMINISTRATOR according to the terms and conditions of this contract; and shall furnish the Board of Assessors with evidence of professional training accomplishments and maintain such qualifications as may be required by the Commonwealth of Massachusetts or Board of Assessors to hold the position of ASSESSING ADMINISTRATOR.

NOW, THEREFORE, the TOWN and Hogan hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said Hogan shall be entitled as ASSESSING ADMINISTRATOR.

### **1. DUTIES**

As specified in the ASSESSING ADMINISTRATOR's position description, included as attachment A.

### **2. HOURS OF WORK**

- A. Hogan agrees to a 5 day work week with the normal hours of the Assessor's Office being Mon-Wed-Thu 8:00 AM to 4:00 PM, Tue 8:00 AM to 7:00 PM, and Fri 8:00 AM to 1:00 PM.
- B. It is recognized that the ASSESSING ADMINISTRATOR may devote a great deal of time outside the normal office hours to the business of the TOWN, and to that end, the ASSESSING ADMINISTRATOR shall be allowed, upon approval of the Board of Assessors, to take compensatory time off as he shall deem appropriate during said normal office hours at such time which Hogan and the Board reasonably determines will adversely impact department operations least.

**3. INSURANCE**

**A. *Professional Liability***

The TOWN agrees to furnish, at its expense, professional liability insurance for the ASSESSING ADMINISTRATOR with liability limits of One Million (\$1,000,000.00) Dollars.

**B. *Health and life Insurance***

The ASSESSING ADMINISTRATOR shall *be* eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible.

**4. GENERAL EXPENSES**

The TOWN agrees that if expenses of a non-personal and job related nature are incurred by Hogan, after having been pre-approved by the Board of Assessors, the TOWN will reimburse said expense according to the normal warrant process.

**5. AUTOMOBILE**

The TOWN agrees to pay Mr. Hogan a monthly stipend of eighty-five (\$85) dollars as compensation for using his personal vehicle in connection with the performance of his official duties.

**6. DISCIPLINE OR DISCHARGE**

The Board of Assessors may suspend and/or dismiss Hogan under the terms and conditions of this agreement and in accordance with the Massachusetts General Laws. Any dismissal shall terminate this agreement. In the case of dismissal, the Board of Assessors shall give the ASSESSING ADMINISTRATOR rights to a hearing in accordance with Massachusetts General Law Ch. 39, Section 23B.

In the event Hogan desires to terminate this agreement before the end of the term of service shall have expired, Hogan may do so by giving the Board of Assessors forty five (45) calendar days notice of such intention.

## **7. COMPENSATION**

A.) Effective July 1, 2015, the ASSESSING ADMINISTRATOR shall be paid at the rate of \$1,614.80 per week, which equals \$84,292.56 (G-12 step 9) per year. In each succeeding fiscal year of this contract, the salary of the ASSESSING ADMINISTRATOR shall be determined in accordance with the TOWN'S salary classification plan and Town meeting vote. The ASSESSING ADMINISTRATOR will receive any cost of living increase granted in accordance with the Town's salary classification plan and Town meeting vote for fiscal years 2017 and 2018. Either party may request to reopen this section, for compensation only, one time in any fiscal year.

## **8. PROFESSIONAL DESIGNATION CONTINUING EDUCATION INCENTIVE STIPEND**

A.) For FY2016, the ASSESSING ADMINISTRATOR shall receive a stipend of ten percent (10%) of his base salary should the ASSESSING ADMINISTRATOR meet all continuing education requirements for the IAAO Professional Designation of Certified Assessment Evaluator (CAE). The ASSESSING ADMINISTRATOR shall be required to provide the Board of Assessors with documentation confirming educational compliance by December 1<sup>st</sup> of 2015.

B.) For FY2017, the ASSESSING ADMINISTRATOR shall receive a stipend of ten percent (10%) of his base salary should the ASSESSING ADMINISTRATOR meet all continuing education requirements for the IAAO Professional Designation of Certified Assessment Evaluator (CAE). The ASSESSING ADMINISTRATOR shall be required to provide the Board of Assessors with documentation confirming educational compliance by December 1<sup>st</sup> of 2016.

C.) For FY2018, the ASSESSING ADMINISTRATOR shall receive a stipend of ten percent (10%) of his base salary should the ASSESSING ADMINISTRATOR meet all continuing education requirements for the IAAO Professional Designation of Certified Assessment Evaluator (CAE). The ASSESSING ADMINISTRATOR shall be required to provide the Board of Assessors with documentation confirming educational compliance by December 1<sup>st</sup> of 2017.

## **9. BENEFITS**

The TOWN agrees that Hogan shall receive any and all benefits generally available to all full time non-union employees under the same terms and conditions unless specifically modified under the terms of this agreement.

### ***A. Vacation***

Hogan shall receive (4) weeks; twenty (20) working days with pay per year at the commencement of each fiscal year of the agreement. Vacation shall be taken at such time or times as approved by the Board of Assessors.

### ***B. Sick Leave***

Hogan shall accrue sick time at the rate of one and one-quarter (1.25) days per month, fifteen (15) days per year. The ASSESSING ADMINISTRATOR may accumulate up to one hundred sixty (160) sick leave days.

### ***C. Holidays***

Hogan shall receive holidays as provided by the Town of Ayer Personnel Policy and Procedures Manual.

### ***D. Personal Leave***

Hogan shall receive three (3) days with pay per year, for each year of this agreement.

### ***E. County Retirement***

Hogan shall be a member of the Middlesex County Retirement System with the appropriate percentage withheld from his salary and with appropriate payments made to the system by the TOWN, and shall receive the benefits provided by that system in accordance with the applicable law.

### ***F. Death during Term of Employment***

If Hogan dies during the term of employment, the TOWN shall pay to Hogan's estate all the compensation which would otherwise be payable to Hogan up to the death date, including, but not limited to, earned but unused vacation and personal days.

## **10. MODIFICATION**

No change or modification of this contract shall be valid unless it shall be in writing and signed by both of the parties.

## **11. LAW GOVERNING**

This contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.


## 12. SEVERABILITY OF PROVISIONS


If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby.

- A. This contract shall be formally reviewed prior to its termination, and the ASSESSING ADMINISTRATOR shall be advised of the Board of Assessors' decision to renew or not to renew this agreement sixty days (60) prior to its expiration date.
- B. If the decision is to renew, then either the ASSESSING ADMINISTRATOR or the TOWN may request that the provisions be renegotiated. It is expressly understood and agreed by the parties that a decision not to renew is not to be construed as a dismissal.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this Instrument the date and year first above written.

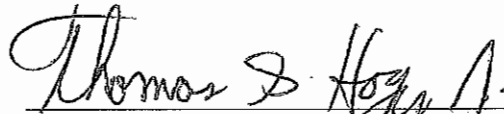
FOR THE TOWN:  
BY IT'S BOARD OF ASSESSORS

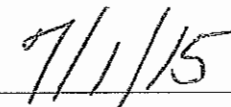
  
Denis J. Callahan, Chairman

  
C. Edward Cornellier, Clerk

  
Paul D. Bresnahan, Member

FOR THE ASSESSING ADMINISTRATOR:

  
Thomas S. Hogan, Jr.

  
Date