

Personal Services Contract

Between

The Town of Ayer

And

April Iannacone

Assessing Administrator

April 8, 2024 – June 30, 2027

A. PREAMBLE

THIS AGREEMENT, made as of April 8, 2024 by and between the Town of Ayer, acting by and through their Town Manager, hereinafter referred to as “Manager”, and April Iannacone of Shirley, Massachusetts, hereinafter referred to as “Iannacone”.

In consideration of the promises contained herein, the parties hereto mutually agree as follows:

B. EMPLOYMENT

The Town of Ayer hereby agrees to employ Iannacone and to appoint her to the position of Assessing Administrator pursuant to Massachusetts General Laws Chapter 79 of the Acts of 2018, Iannacone hereby accepts employment on the following terms and conditions.

C. DUTIES

Iannacone shall fulfill all the duties and responsibilities of the Assessing Administrator as set forth in the Town’s job description for the position as well as in accordance with all applicable federal and state laws as well as local bylaws. Iannacone shall work under the administrative supervision of the Town Manager and under the policy direction of the Board of Assessors.

D. TERMS

Iannacone shall be appointed pursuant to Chapter 79 of the Acts of 2018 for a multi-year contract beginning April 8, 2024 and ending on June 30, 2027. The contract shall be extended for successive three-year periods on recommendation of the Town Manager in consultation with the Board of Assessors unless the Town decides to terminate the contract in accordance with the non-reappointment clause of this contract.

It is expressly understood and agreed that a decision to not reappoint Iannacone on the expiration of this Contract, or any renewal or extension thereof shall not be construed as a dismissal.

Either party may request that the provisions of this contract be renegotiated for any extensions beyond. The parties hereby agree that said negotiations shall commence on or before February 1, 2027 of the final year of the contract.

It is expressly understood that the terms and conditions of the expiring contract shall stay in full force and effect until new terms and conditions, if any, are negotiated and signed by the parties.

E. RESIGNATION, NON-REAPPOINTMENT, DISCIPLINE

1. Resignation

In the event, that Iannacone desires to terminate this contract before the term of service expires, she may do so by giving the Town Manager a forty-five (45) days notice in writing.

2. Non-Reappointment

The Town Manager in consultation with the Board of Assessors shall have the right to not reappoint Iannacone to this position, without cause, on June 30, 2027, as long as the following conditions have been met:

- a. Iannacone shall have been formally evaluated by the Town Manager, using the Town's Performance Evaluation System as further detailed in section K of this agreement, and notified, in writing, of the Town's intention not to reappoint, and the reasons therefore, prior to January 1, 2027. Said notification shall be made via certified mail, return receipt requested, to his residence or may be delivered in hand and;
- b. Iannacone shall be paid severance in a lump sum cash payment in an amount equal to (4) months of her salary. Said payment shall be made to Iannacone on or before her last day of employment. This severance provision shall be waived if Iannacone starts a new job that is economically comparable to the position in Ayer, after said notice of non-renewal but before June 30, 2027 of the final contract year.

3. Reprimand or Suspension

The Town Manager may reprimand or suspend Iannacone for just cause (with or without pay and with or without benefits) at any time during the term of the contract after:

- a. Written notice of a hearing with the Select Board to be held to consider such reprimand or suspension is sent to Iannacone at least two (2) business day (for a reprimand) and ten (10) business days (for a suspension) prior to such hearing; the notice includes a list of charges warranting consideration of reprimand or suspension, and the notice is sent via certified mail, return receipt requested, to his residence or may be delivered in hand, and;
- b. A duly noticed hearing with the Town Manager and Select Board.

4. Dismissal

The Town Manager may dismiss Iannacone only for just cause at any time during this contract after:

- a. Written notice of a hearing with the Select Board and Town Manager to be held to consider dismissal is sent to Iannacone at least fifteen (15) business days prior to such hearing, the notice to include a list of charges warranting consideration of dismissal, and the notice is sent via certified mail, return receipt requested, to his residence or may be delivered in hand, and;
- b. A duly noticed hearing with the Select Board and Town Manager.

5. Appeal

For administrative remedies, Iannacone shall have the right of appeal from a reprimand, suspension or dismissal as provided for in the Personnel Policies and Procedures Manual.

Iannacone shall continue to receive his full salary and benefits until any such appeal in accordance with the Personnel Policies and Procedures Manual has been exhausted.

Iannacone shall have the right of appeal from either suspension or dismissal to the Superior Court under the provisions of MGL Chapter 249, sec. 4 on the standard that requires sufficient evidence on the record to justify any discipline action taken by the Town Manager. Iannacone would have equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Iannacone's own expense.

F. COMPENSATION

The position of Assessing Administrator is classified on the Town's Non-Union Personnel Classification and Compensation Grid as a GRADE 13.

Iannacone shall be paid bi-weekly at the annual salary rate of \$85,566 (GRADE 13, Step 3) effective April 8, 2024.

Iannacone shall receive the two percent (2%) Non-Union COLA as authorized by Town meeting on July 1, 2024 at which time she shall be paid bi-weekly at the annual salary rate of \$87,219 (GRADE 13, Step 3 + 2% COLA)

Iannacone shall receive a step increase (from Step 3 to Step 4) on July 1, 2025 subject to the receiving a satisfactory annual performance review; Iannacone shall receive a step increase (from Step 4 to Step 5) on July 1, 2026 subject to receiving a satisfactory annual performance review.

Iannacone shall receive any Cost-of-Living Adjustment(s) (COLAs) as authorized by Town Meeting for the duration of this contract.

G. HOURS OF WORK

Iannacone agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of Assessing Administrator. It is also recognized that this position frequently requires evening work and further that carrying out the responsibility of the position requires at times for the Assessing Administrator to attend off-site meetings at the direction of the Town Manager or the Board of Assessors.

H. BENEFITS

Vacation

Iannacone shall be granted three (3) weeks (15 days) of vacation leave effective July 1, 2024, with said time being available at the start of each Fiscal Year, with the understanding that she would be eligible for buyback of unused vacation days only as allowed under the Personnel Policy & Procedures Manual. Iannacone shall not take more than two (2) weeks consecutively without prior approval of the Town Manager.

Sick Days, Personal Days and Holidays

Iannacone shall be granted sick, personal and holiday leave as per the Personnel Policy & Procedures Manual.

Upon termination of service, unused sick days have no monetary value.

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) Dollars.

Insurance

Iannacone shall be offered enrollment in the Town of Ayer's health insurance plan. The Town shall pay the same premium for such plan as it does for other town non-union employees. Iannacone shall be offered enrollment in the Town of Ayer's basic life insurance plan. The Town shall pay the same premium for such plan as it does for other non-union town employees. Any additional life insurance offered by the Town may be purchased at Iannacone's expense.

Automobile Allowance

Iannacone shall receive reimbursement at the standard IRS mileage rate to cover all of Iannacone's official duty travel miles in her personal vehicle according to the Town of Ayer's Policy.

Retirement Benefits

Iannacone shall be eligible to participate in the Town's retirement system.

Leave of Absence

Iannacone shall be granted such leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Paternity Leave; jury duty leave; military leave and other leave as required by law.

Longevity

Iannacone shall receive annual longevity payments in accordance with the provisions set forth by the Town's Personnel Policies and Procedures Manual.

Professional Development

Iannacone shall be eligible for professional development courses, seminars, workshops, and certifications required/related to her position as Assessing Administrator subject to the availability of budgetary funds with prior approval from the Town Manager.

Other Benefits

Iannacone shall receive all other benefits offered to all non-union, exempt employees in the Town of Ayer.

I. INVALIDITY

If any paragraph, part of, or rider to this contract is found invalid, it shall not affect the remainder of the contract, but said remainder of the contract shall remain in full force and effect.

J. ENTIRE AGREEMENT

This contract embodies the entire agreement between the Town and Iannacone and there are no other inducements, promises, terms and conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except in writing and signed by the parties.

K. PERFORMANCE EVALUATION

The Town Manager shall conduct an annual performance evaluation of Iannacone in consultation with the Board of Assessors in accordance with the Town's Performance Evaluation System and the standard Personnel Evaluation Form attached to this contract with

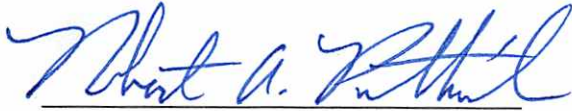
mutually agreed performance measures, goals, and objectives. Said personnel evaluations will become part of Iannacone's official Personnel File with the Town.

L. APPROPRIATION OF AYER TOWN MEETING

The funding of this Employment Contract is subject to the appropriation of funding by the Ayer Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract, in duplicate, as of the date first written above.

TOWN OF AYER



Robert A. Pontbriand, Town Manager

ASSESSING ADMINISTRATOR



April Iannacone

Assessing Administrator

Date: 4/8/2024

Date: 4/8/2024

This Personal Services Contract was Reviewed and Ratified by the Ayer Select Board on April 2, 2024.

Cc: Employee's Personnel File