

**CONTRACT
BETWEEN
TOWN OF BOXBOROUGH
AND
KELLY SZOCIK
BOXBOROUGH TOWN ASSESSOR**

Contract made effective as of the 14th day of June, 2022 between the Town of Boxborough (hereinafter the "Town"), a duly authorized municipal corporation in Massachusetts in the County of Middlesex, acting by and through its Interim Town Administrator (hereinafter the "Administrator") and Kelly Szocik (hereinafter the "Assessor").

Whereas the Town has established the position of Assessor which serves as the sole member of and exercises the statutory authority of a Board of Assessors and manages the Department of the Town Assessor ("Department"); and

Whereas the Town has the authority under M.G.L. Chapter 41 § 108N1/2 to contract with an Assessor for the terms and conditions of their employment;

Now, therefore, this Contract is entered into to set such terms and conditions of employment of the Assessor of the Town.

1. DUTIES:

The Assessor shall assume administrative control of and be responsible for all operational functions of the Department including, but not limited to, the following: supervision of daily operations of the Department, the inspection, classification and valuation of all real and personal property in accord with statute and regulation; preparation for and completion of the annual classification and statutorily required hearings and so-called "recap" forms for approval of the tax rate; committing real estate, personal property, and auto excise amounts to the Treasurer/Collector for their use in the production of tax bills; reviewing and acting upon requests for abatements, exemptions and credits, and the defense of those denied and all reporting related thereto; supervision of all personnel assigned to the Department; preparation and submission of the annual budget(s) to the Administrator; submission of required reports; responsibility for all expenditures and grants within approved budgets; presentations before any board of the Town at which the Assessor's presence is required and before any Town Meeting when necessary; communications with the public, including the media, on matters related to operations and policy; and, any other related and relevant duties as assigned by the Administrator. A more detailed list of the Assessor's job duties are set forth in the attached job description which may be amended, as necessary, by the Town and which is incorporated herein by reference.

2. HOURS OF WORK/JOB PERFORMANCE:

The Assessor shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position, and manage the affairs of the

Department and the employees under their supervision. The Assessor's work week shall ordinarily consist of forty (40) hours per week, together with evening and/or other times that may be necessary from time to time in order to properly discharge their duties. Said forty (40) hours per week will be scheduled by the Assessor to coincide with the hours that the Town Hall is open to the public.

The Assessor is an exempt employee for the purposes of the Fair Labor Standards Act. It is recognized that in certain situations, the Assessor may have to devote a great deal of time outside of the normal work week to properly discharge their duties, and to that end, the Assessor will be allowed a flexible work schedule. Such flexible schedule will allow, for example, the Assessor to take time off from work at their discretion, without such time being charged against available benefit leave time. The Assessor shall not be granted any compensatory time for hours worked.

The Assessor is to be available to the Town at all times of the day through the entire year, except during periods of illness, vacation or other leave, and acknowledges the need of the Town to have an efficient means of communication and contact with them, including when off duty or out-of-town, for any and all reasons.

The Assessor agrees to remain in the exclusive employ of the Town and shall not accept employment with any other employer, including but not limited to consulting, teaching, grant writing, etc. without the express written consent of the Town Administrator.

3. SPECIFIC ISSUES AND GOALS:

The Assessor acknowledges that their performance shall be judged by the accomplishment of specific goals and objectives including the successful completion of their Professional Development Plan ("PDP"). Such goals and objectives shall be, within sixty (60) days of the effective date of this Contract, reduced to writing and attached as Exhibit A as if set forth in full and at length herein. More specifically, the PDP shall include the timelines by which the Assessor shall meet the hiring requirements that they successfully complete the Massachusetts Association of Assessing Officers ("MAAO") Course 200 within two years of the effective date of this contract and achieve full MAAO certification within three years of the effective date of this contract. Such plan may by necessity extend beyond the end date of this contract. The Assessor may seek extensions of the plan, approval not to be unreasonably withheld, to accommodate changes in course offerings and requirements for certification provided, however, that they shall demonstrate they have been faithfully pursuing such certifications at the time of such request.

Annually, as part of the budget process, the Administrator shall define such goals and performance objectives which, in consultation with the Assessor, are determined necessary for the proper operation of the Department and in attainment of the Town's policy objectives for the coming three-year period. Further, they shall establish a relative priority among those various goals and objectives with such goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

In conjunction with their annual performance review, the Assessor shall submit their

updated Professional Development plan for review and approval for the coming three years irrespective of the end date of this Contract.

4. SALARY & PERFORMANCE REVIEW:

The Assessor shall receive a salary during each fiscal year which, if annualized, will at least be equal to \$87,500 (\$1,682.69 per week). In addition, the Assessor shall be eligible to receive a salary increase of \$2,500.00 per year in Fiscal Years 2024 and 2025.

Each increase in compensation shall be conditioned upon a finding of merit by the Administrator. Merit shall mean the Assessor has achieved a positive performance evaluation which shall include the diligent pursuit of their Professional Development Plan.

In addition to these salary amounts, the Town has adopted MGL Ch. 59, §21A which entitles the Assessor additional annual compensation of \$1,000 per certification upon obtaining the designation from the International Association of Assessing Officers as a certified assessment evaluator or from the Massachusetts Association of Assessing Officers as a certified Massachusetts Assessor provided, however, that the sum total of any such compensation may not exceed \$1,000 even if multiple certifications are received. Any such amounts due to the Assessor shall be apportioned and paid on the regular pay schedule.

These salaries will be payable in installments at the same time as other employees of the Town are paid, subject to retroactive payments for any delays in conducting the performance review. In the event the performance review is not conducted as provided, their compensation shall be adjusted as if a satisfactory review had been conducted and a finding of merit was achieved.

Within the thirty (30) day period prior to the commencement of each fiscal year, the Administrator shall conduct an annual salary review, which shall consist of the following: (1.) a performance evaluation by the Administrator, which shall take into account the goals and objectives established under Section 3 of this Contract, above and (2.) a written statement submitted by the Assessor. The written statement by the Assessor shall include, but is not necessarily limited to, the following:

- (i.) A summary of the Assessor's activities and accomplishments for the previous fiscal year together with the reasons – if any – for failure to meet the Goals and Objectives established in accordance with Section 3 of this Contract, above;
- (ii.) The proposed goals and objectives of the Assessor for the coming three-year period; and
- (iii) Their proposed professional development plan.

Upon completion of the annual performance evaluation, the Administrator shall provide the Assessor with a summary written statement of the findings of the evaluation and provide an adequate opportunity for the Assessor to discuss their evaluation.

5. **BENEFITS:**

The Assessor shall enjoy the rights and benefits of the Town's Personnel Policy and all general benefits provided to Town employees under the General By-laws, under Town Meeting action, or by state law, as they now exist or may hereafter be amended or changed, except as hereinafter provided or modified for the Assessor.

Vacation: The Assessor shall be credited with four (4) weeks of vacation on the first day of this Contract provided, however, the Assessor may not use such time, except for illness, during the first four (4) months of this Contract.

The Assessor shall be credited with four weeks of vacation on July 1, 2023. In addition, the Assessor will be eligible to accrue up to four weeks of vacation during each of FY 2024 and 2025. Said four weeks of vacation will be accrued on a monthly basis in equal portions, but will not be credited to the Assessor for use until July 1, 2023 and July 1st of the following fiscal year.

Time not used in the year in which it is credited shall be time lost unless, in the event of an emergency or staffing levels so nominal as to not allow the Town to maintain its work processes in a reasonable manner, vacations are cancelled and the amount of time remaining on the books as of the date of cancellation shall be carried over.

Should the Assessor separate from employment during the life of this Agreement for any reason, the Assessor will be entitled to receive payment for only that portion of vacation leave that has been accrued through the date of separation only.

Parental Leave: In addition to the unpaid parental leave benefit set forth in the provisions of MGL Ch. 149, §105D, the Massachusetts Parental Leave Act ("MPLA"), the Employee, for the purpose of giving birth, or for the placement of a child under the age of 18 for adoption with the Employee who is adopting or intending to adopt the child, or under the age of 23 if the child is mentally or physically disabled, and after them having been employed by the Town in a full-time capacity for a period of at least twelve (12) consecutive months, shall be eligible to receive a matching paid day of leave time from the Town, subject to a maximum of 20 paid days, for each day of accrued paid leave that the employee utilizes from the employee's own leave balances during the parental leave period. The matching days from the Town may be used upon the commencement of the parental leave period and must be used within 6 months of the commencement of the parental leave period. Such days cannot be accumulated, cashed out or utilized outside of this time period.

All parental leave taken pursuant to this section shall be counted against the employee's annual leave allowance under the Family and Medical Leave Act and MPLA.

Absences: All requests for vacation leave, sick leave and personal time shall be made to the Administrator on forms provided for said purposes. The Assessor shall advise the Administrator of any anticipated or emergency absences from work greater than forty-eight (48) hours. Any use of vacation time in excess of three days shall be pre-approved, with said approval not to be unreasonably withheld, by the Administrator.

Absences Pre-Planned At the Time of Contract Execution: Reserved

6. PROFESSIONAL DEVELOPMENT:

The Town recognizes its obligations to the professional development of the Assessor and the Assessor recognizes their responsibility to participate in professional associations and pursue such professional development, both of which are set forth herein.

Accordingly, the Assessor shall be allowed to attend – and is expected to attend – at least forty (40) hours annually of professional development courses, seminars and meetings, including, but not limited to, the Annual School and Annual Conference of the MAAO. Such attendance is to be approved in advance by the Administrator without loss of vacation or other leave. The Town also agrees to budget and pay an appropriate amount for the travel and subsistence expenses of the Assessor for such courses, institutes, and seminars that, in their reasonable judgment are necessary for their professional development. If the Town requires the Assessor to attend any course, seminar or meeting, the Town shall pay for the cost of such programs and for travel and subsistence expenses incurred by the Assessor in attending such programs.

The Town agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of the Assessor for their continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for their continued professional growth and advancement, and for the good of the Town.

7. GENERAL EXPENSES:

The Assessor shall be reimbursed for any reasonable and necessary expenses incurred (e.g. mileage for inspections and field work, etc.) in the performance of their official duties within the limits of the departmental appropriations. Notwithstanding the foregoing, the Assessor acknowledges that the Administrator, after consultation with the Assessor, is the final arbiter of any dispute as to what is or is not a reasonable expense.

8. RESIDENCY & USE OF TOWN VEHICLE

Reserved

9. UNIFORMS AND EQUIPMENT

Reserved

10. TAXATION OF CERTAIN ITEMS

Reserved

11. INDEMNIFICATION AND LITIGATION

The Town shall defend, save harmless, and indemnify, without limitation, the Assessor against any third-party tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act, or malfeasance or misfeasance, while the Assessor is acting in good faith within the scope of their duties, even if such claim has been made following their termination from employment. The Town shall pay the amount of any settlement or judgment rendered thereon (except for willful, intentional, or criminal acts or civil rights violations) and may compromise or settle any such claim or suit and pay the amount of any compromise or settlement. In the event the Assessor has left the service of the Town, but has been called upon to provide testimony, document review or advice as an expert witness or party in litigation, the Town shall compensate the Assessor on a per diem basis by the payment of \$500.00 per day for such services. The Town shall also pay the ordinary and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.

This section shall survive any termination of this Contract.

12. DISCIPLINE AND DISCHARGE:

The Administrator may, after notice and a hearing, suspend, discharge or otherwise discipline the Assessor for cause as defined in Section 13(a)(ii) of this Contract including, but not limited to, malfeasance or misfeasance. If, as a result of the hearing, the Administrator shall determine that there are grounds for discharge, the Administrator shall forward the matter to the Select Board which shall schedule a review of the matter within ten (10) days at which time the Assessor may respond to the discharge and be represented by counsel. The Board shall determine if it deems the discharge is warranted, taking into account the Administrator's reasons for the discharge, and vote to confirm or reject the discharge within fifteen (15) days of the review. If the Board shall not act within such time the discharge shall be considered effective.

Notwithstanding any provision of this Contract, in all instances of potential discipline or discharge, the Administrator, in their sole discretion, may place the Assessor on immediate paid administrative leave, during the hearing periods, pending the outcome of the discipline or discharge process.

13. TERMINATION OF THIS CONTRACT:

This Contract may be terminated by either party as provided below:

- (i) By mutual written Contract, signed by the Administrator and the Assessor, upon such terms and conditions as may be acceptable to both parties at the time of termination;
- (ii) By the Administrator for Cause, subject to ratification of the Select Board as set

forth in Section 12. For all purposes of this Contract “Cause” shall be defined as objective grounds which are not arbitrary and which are reasonably related to the Town’s need to operate an efficient and effective Assessor Department, including but not limited to misfeasance or malfeasance. In the event of such removal for cause, the Town shall have no obligation to pay any severance sum.

(iii) By the Administrator without Cause: In the event the Administrator wishes to terminate this Contract without cause, as defined in Section 13(a)(ii) of this Contract, above, the Administrator, shall give the Assessor notice of termination of the Contract subject to ratification by the Select Board as set forth in Section 12. In the event of ratification, the Town shall provide severance pay equal to three (3) months’ salary to the Assessor together with the Town’s portion of health and life insurance for said three (3) months. Said sum is to be paid as a lump sum at the time of termination; or

(iv) By the Assessor upon not less than sixty (60) days’ written notice to the Administrator. Until the effective date of termination under such circumstances, the Assessor shall continue to perform their duties and shall, if requested, cooperate with the Administrator in a search for a successor.

14. TERM:

The term of this Contract shall begin July 5, 2022 and terminate on June 30, 2025 (“Termination Date”) unless sooner terminated in accordance with Section 13.

- a. For purposes of this Contract, “year” shall mean a fiscal year. Any compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the year that the Assessor is employed by the Town.
- b. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Assessor at any time, subject only to the provisions set forth in Sections 12 and 13 of their Contract.
- c. No sooner than one hundred and twenty (120) days and no later than ninety (90) days before the Termination Date of this Contract, the Assessor shall notify the Administrator in writing of their desire to be reappointed to a subsequent term of office and negotiate the terms of employment for such subsequent term. Should the Assessor provide such notice, then the Administrator shall give the Assessor notice no later than sixty (60) days before the Termination Date of this Contract, either that (1) the Administrator does not intend to reappoint the Assessor to a subsequent term, in which case the Assessor’s employment shall terminate on the Termination Date, or (2) in the alternative, the Administrator intends to negotiate a successor Contract, in which case a successor Contract must be mutually agreed to and entered into by the parties before the Termination Date, failing which the Assessor’s employment shall terminate on the Termination Date. Should the Assessor not provide such notice, then the Assessor’s employment shall terminate on the Termination Date unless otherwise agreed by the Town.

15. NOTICES:

Notices pursuant to this Contract shall be given personally in hand or by first-class mail, postage prepaid, addressed as follows, unless either party hereafter informs the other party in writing of a change of address:

TOWN:

Town Administrator
Boxborough Town Hall
29 Middle Road
Boxborough, MA 01719

ASSESSOR:



Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

16. Rights in Death

Upon the death of the Assessor, the Town shall pay to their estate all compensation which would otherwise have been payable to the Assessor, up to and including the date of their death.

17. Amendments

This Contract may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Contract.

18. Entire Contract

The text herein contains the entire Contract of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid.

19. Interpretation of Contract

The Contract will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

20. Severability

Should any clause or provision of this Contract determined to be illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect.

21. Delegation of Authority

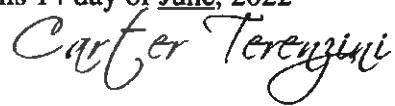
Although the Select Board has delegated certain authority to the Administrator in various provisions of this Agreement, nothing therein shall be construed as affecting or limiting the

appointment or removal powers of the Select Board over the Assessor or precluding the Select Board to otherwise act in the Administrator's stead.

This Contract is executed as a sealed instrument this 14 day of June, 2022



Kelly Szocik, Town Assessor

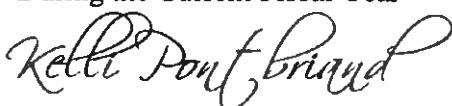


Carter Terenzini, Interim Town Administrator

Presented to the Select Board on June 13, 2022

Approved by a vote of 5 In Favor, 0 Opposed, and 0 Abstained/Recused

Approved as to Sufficiency of Funds
During the Current Fiscal Year



Kelli Pontbriand, Town Accountant

Approved as to Legal Form



Joseph Fair, Town Counsel