

**Amendment
Between Town of Southampton, MA
And
Vicki Leigh Moro
Town Accountant**

July 1, 2014-June 30, 2017

This Extension and Amendment (hereinafter "Amendment") is made and entered into by and between the Town of Southampton, (hereinafter "Employer"), and Vicki Moro (hereinafter "Employee"). This is an extension of the original appointment by the Select Board as governed by M.G.L. c. 41, s 55, for a term of three years. This Amendment shall supersede and replace any conflicting sections in the original Agreement dated, August 21, 2012, and is meant to extend the original Agreement with modifications. The Amendment shall take effect July 1, 2014 and continue until June 30, 2017.

Section 3: Salary

(Add Section c)

C. For the Fiscal Year 2015, commencing July 1, 2014 and ending June 30, 2015, the Employee shall receive a pro rata share of the annual salary \$37,279.61. Each fiscal year thereafter, the salary shall be increased to include the addition of any percentage that non-union staff receives, and such increase shall go into effect the same as applied to non-union staff. Contract can be renegotiated by mutual agreement for the purpose of salary.

Section 6: Renewal

(Delete Entire Section)

Section 13: Fringe Benefits

(Replace first two sentences with below)

The Employee will be allowed 12 days of vacation each fiscal year, beginning, July 1, 2014. The Employee will be allowed personnel and sick time consistent with the Personnel Town By-laws.

Section 14: Hours of Work

(Replace first sentence)

The Employee's work schedule shall generally be consistent with the hours of regular operation of Town Hall, but should at the minimum include thirty (30) hours per week and such additional hours as necessary to effectively, professionally, and diligently discharge the duties of her position.

This Extension and Amendment Agreement is entered into this 29th day of April 2014 between the Town of Southampton, through the Board of Selectmen, and Vicki Moro.

Vicki Lynn Moro
Vicki Moro, Town Accountant

5/12/14
Date

Michael Phelan
Michael Phelan, Chair BOS

4/29/14
Date

Edward D. Cauley
Edward Cauley, Member BOS

4/29/14
Date

David McDougall
David McDougall, Member BOS

4/29/14
Date

Jacquie Sears, Member BOS

Date

Elizabeth Moulton
Elizabeth Moulton, Member BOS

4/29/14
Date



TOWN OF SOUTHAMPTON

210 College Highway, Suite 7
Southampton, Massachusetts 01073

Select Board

Mutual Waiver of March 15, 2013 Deadline to Renew Town Accountant's Contract

The Board of Selectmen, through the Chair, and the Town Accountant, Vicki Moro, mutually agree on the date signed below to waive the March 15, 2013 deadline to reach a mutual written agreement for the renewal of the Town Accountant's Contract with the Town of Southamptton that expires on June 30, 2014.

Board of Selectmen, Chair

Date

Vicki Moro

Date

**AGREEMENT BETWEEN
TOWN OF SOUTHAMPTON, MASSACHUSETTS**

AND

**VICKI LEIGH MORO
TOWN ACCOUNTANT**

AUGUST 13, 2012 TO JUNE 30, 2014



Employment Agreement

THIS AGREEMENT is made and entered into by and between the Town of Southampton, a Massachusetts municipality; hereinafter known as "Employer", and Vicki Leigh Moro, hereinafter known as "Employee", pursuant to M.G.L. c. 41, Section 55, is an appointment of the Select Board for a term of three (3) years. The terms of this Agreement shall prevail over any conflicting provision of any local personnel bylaw, ordinance, rule or regulation. Now come the parties and hereby agree as follows:

WHEREAS, the Employer desires to employ the services of said Employee for the office of Town Accountant of the Town of Southampton, Massachusetts;

WHEREAS, the Employer and the Employee desire to set forth certain specifics relative to the employment of the Employee by the Employer, and to establish conditions of employment and working conditions of said Employee;

WHEREAS, it is the desire of the Employee to undertake employment as Town Accountant of the Town of Southampton under the terms and conditions set forth herein;

WHEREAS, it is the desire of the Employer to: (1) secure and retain the services of the Employee and to provide inducement for her to remain in such employment; (2) to make possible full work productivity by assuring the Employee's morale and peace of mind with respect to future job security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; (4) to provide an equitable means of terminating the Employee's services at such time as she may be unable fully to discharge her duties or when the Employer may otherwise desire to terminate her employ;

WHEREAS, the Employee desires to accept employment as Town Accountant of the Town of Southampton;

WHEREAS, it is contemplated by this Agreement that the parties fully set forth the nature of their relationship having had the opportunity to

consult their respective attorneys and with full knowledge and understanding of the laws applicable;

NOW THEREFORE in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: DUTIES

The Employer agrees to employ Vicki Leigh Moro as Town Accountant to perform the functions and duties specified by Massachusetts General Laws, and any other applicable laws, ordinances, or regulations of the Town of Southampton, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign, including, but not limited to, the duties specified in the attached job description and statement of objectives.

Section 2: TERM

The initial term of this Employment Agreement is for the period of August 13, 2012 thru June 30, 2014, subject, however, to earlier termination in accordance with the provisions of this Agreement.

Section 3: SALARY

- A. The salary of the Employee for Fiscal Year 2013, commencing August 13, 2012 to June 30, 2013 shall be a share of an annual salary of thirty five thousand Dollars (\$35,000.00). It is understood that the position of Town Accountant is an EXEMPT position and that additional compensation and salary deductions will not be made with the exception of as provided in section (B) herein. (Based on fiscal considerations and performance review). It is also understood employee will receive the same percentage nonunion staff receives.
 - B. For the Fiscal Year 2014, commencing July 1, 2013 and ending June 30, 2014, the salary of the Employee shall be adjusted annually on July 1, 2014 of this a pro rata share of an annual salary of thirty five thousand dollars (\$35,000.00). (Based on fiscal considerations and performance review) It is also understood employee will receive the same percentage nonunion staff receives.
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Section 4: DISCIPLINE/DISCHARGE

The Employer, by a majority vote of the Board of Selectmen, may terminate or otherwise discipline the Employee for cause. In the event that the Employer terminates the Employee for cause, the Employee shall not be entitled to receive any termination or severance pay or any other compensation whatsoever.

Section 5: SEPARATION

A. Voluntary:


The Employee may resign from her position with the Town by providing 30 days written notice of her intent to resign to the Chairman of the Board of Selectmen by certified mail. The parties may, by mutual written agreement, shorten the time required for voluntary separation. In the event of said resignation with said notice to the Town, the Employer shall pay the Employee for all accrued leave.

B. Involuntary:

If the Board of Selectmen considers requesting the resignation of the Employee for whatever reason, the Board shall give the Employee advance written notice stating that the Board is considering the request. The notice will state that a hearing with the Employer and the Employee will be held. At the hearing the Board of Selectmen and the Employee will be allowed to present their respective concerns. If the Employee is still ready, willing, and able to perform the duties of the Town Accountant, but chooses, after this meeting with the Board of Selectmen, in her best interest and the Town's best interest to resign she may voluntarily do so.

Section 6: RENEWAL

This Agreement shall automatically renew for an additional three year term should the Employee receive two positive year end performance evaluations, as defined in Section 7, during the original term of such Agreement. The term of this Agreement may also be extended or renewed by mutual written agreement between the Town and the Employee on or before March 15, 2014. The parties agree to commence negotiations regarding such extension or renewal on or before December 1, 2013. If such mutual written agreement has not been reached by



March 15, 2013, this Agreement will expire on June 30, 2014. The parties may agree to waive the March 15, 2013 deadline provided such waiver is in writing and signed by the Employee and a duly authorized representative of the Board.

Section 7: GOALS AND PERFORMANCE OBJECTIVES:

Annually, the Board of Selectmen, in consultation with the Employee, shall define goals and performance objectives which it determines are necessary for the proper operation of the Town and the attainment of the Board's policy objectives. The goals and objectives shall be reduced to writing, signed by both parties and shall be attainable within the time limits specified and within the annual operating budgets and appropriations provided by the Town. The Board shall perform the first review on or about February 1, 2013 and annually thereafter review and evaluate the performance of the Employee relative to the defined goals and objectives using an evaluation tool mutually agreed upon by the Town and the Employee. The Board shall provide adequate opportunity during the evaluation process for the Employee to discuss the evaluation with the Board.

Section 9: VEHICLE:

The Employee's duties require the use of her personal automobile. The Employee shall provide her own automobile, maintain a valid operator's license, and be responsible for paying all liability, property, and comprehensive insurance, cost of maintenance, repair, registration, and regular replacement of said automobile. The Employer will reimburse the Employee for mileage at the per mile rate allowed by the IRS for that tax year for any Town business related use to assist in compensating for these costs.

Section 10: DUES AND SUBSCRIPTIONS:

The Town agrees to pay professional dues, subscriptions, and other reasonable expenses of the Employee for continued membership and full participation in the Massachusetts Municipal Accounting and Auditors Association, as well as the Employee's participation in all national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, subject to the approval of the Board of Selectmen.

Section 11: PROFESSIONAL DEVELOPMENT

The Employee shall attend, at the Employer's expense, subject to the Board of Selectmen's approval; local, state, and national conferences annually, in order to stay abreast of developments in his her profession and to enhance her professional development.

Section 12: GENERAL EXPENSES

The Town shall reimburse the Employee for all reasonable and necessary non-personal, job affiliated expenses incurred. Reimbursement shall be made upon receipt of all duly executed expense vouchers, receipts, statements, or personal affidavit.

Section 13: FRINGE BENEFITS

The Employee will be allowed four (4) vacation days during August 13, 2012 to June 30, 2013, ten (10) vacation days during July 1, 2013 to June 30, 2014. The Employee will also be allowed two (2) personal days and (5) sick days per fiscal year. Unless otherwise specified or limited by this Agreement, the Employee will also receive all other benefits extended to Department Head level employees under the Town's Personnel Rules and Regulations in the amounts and manner specified therein.

Section 14: HOURS OF WORK

The Employee's work schedule shall ordinarily consist of four days, thirty two (32) hours per week and such additional hours as are necessary to effectively, professionally, and diligently discharge the duties of her position. The Employee is an exempt employee for purposes of the Fair Labor Standards Act and shall not be entitled to overtime pay. Since the Town's business and management affairs obligate the Employee to routinely work beyond or outside of normal or customary office hours and days, it is agreed and understood that the Employee may be granted, subject to the approval of the Board of Selectmen, compensatory time off with pay to compensate her for such additional hours. At no time shall the Town be obligated to pay the Employee, upon separation of her employment with the Town, for any unused, accrued compensatory time.

Section 15: NOTICES

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Town: Select Board
 Town Hall
 210 College Highway, Suite 7
 Southampton, MA 01073

Town Accountant: Vicki Leigh Moro
 114 Pomeroy Meadow Rd
 Southampton, MA 01073

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16: GENERAL PROVISIONS

- A. This Agreement embodies the whole agreement between the Employer and the Employee and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No changes to the express terms of this Agreement shall be enforceable unless reduced to writing and mutually executed. Including the attached Job Description Exhibit A and Objectives which are to be mutually agreed to by parties.
 - B. This Agreement and any amendments, modifications, or changes thereto shall be binding upon the Employer and the Employee, and their respective successors and/or assigns.
 - C. If any provision, or any portion thereof, contained in this Agreement is held unlawful, invalid, or unenforceable in a court of law or any legislative enactment, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree to immediately renegotiate any part or provision in this Agreement rendered or declared invalid.
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- D. The parties agree that this contract is entered into and shall be governed and construed under the laws of the Commonwealth of Massachusetts.
- E. The terms of this Agreement shall be subject to annual appropriation by Town Meeting.

This Agreement is entered into and signed this August of ~~July~~ 20, 2012.
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Vicki Leigh Moro
 Town Accountant, Vicki Leigh Moro

Regina Shea-Sullivan
 Witness

[Signature]
 Chairman, Board of Selectmen

[Signature]
 Witness

 Vice Chairman, Board of Selectmen

Edward J. Conley
 Member, Board of Selectmen

 Witness

 Witness

 Member, Board of Selectmen

Jacqueline M. Scott
 Clerk, Board of Selectmen

 Witness

 Witness
