

MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF ORANGE

AND

LORI J. BLANCHARD

This Memorandum Of Understanding is entered into, between the Town of Orange, by and through, the Board of Selectmen (through the Town Administrator), in their official capacity, hereinafter referred to as the Selectmen, and Lori J. Blanchard, hereinafter referred to as the Town Accountant.

WHEREAS, the Selectmen, have appointed Lori J. Blanchard the Town Accountant; and

WHEREAS, Lori J. Blanchard has the qualifications to perform services of the Town Accountant;

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

**Article I. Scope of Services**

The Town Accountant shall be the chief administrative officer of the Orange Town Accountant Department and shall perform all duties of the Town Accountant in accordance with all general and special laws of the Commonwealth of Massachusetts and Town bylaws, and shall faithfully comply with the rules and regulations of the Town Accountant Department. In addition, the Town Accountant shall represent the Town of Orange in all matters in which the Town Accountant is required or requested to appear. The position of Town Accountant is considered a managerial and confidential position. For the purposes of the FLSA, the Town Accountant shall be deemed an exempt employee.

The duties, subject to all applicable Federal, State and local laws and regulations, of the Town Accountant shall include, but not be limited to, the following:

- A. Supervision of the daily operation of the Town Accountant Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Town Accountant Department budget.
- D. Submission of reports to the Selectmen (through the Town Administrator), either orally or in writing when requested or required in order to ensure the proper communication between the Selectmen (through the Town Administrator), and the Town Accountant.

## Memorandum Of Understanding Between the Town of Orange and the Town Accountant

E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.

F. Supervision and control of all training programs for departmental personnel, and the assignment of personnel to such programs.

G. Maintaining the discipline of the departmental personnel; the issuing of orders, rules, regulations, policies and procedures, and the assignment to shifts and duties of all department personnel.

H. Being available for hearings before any Board of the Town at which the Town Accountant is required to appear and before the Town Meetings when necessary.

I. Being responsible for planning, organizing, directing, staffing and coordinating Town Accountant Department operations.

J. Being responsible for communications with the public, including the media, on routine matters related to Town Accountant operations and department policy.

### **Article II. Term**

A. The term of this Memorandum Of Understanding shall be for the period of three years, commencing on October 18, 2006 through and including October 18, 2009 except upon resignation, retirement, or removal from office.

B. This Memorandum Of Understanding shall continue in full force and effect from its expiration date until a new agreement has been mutually agreed upon.

C. This Memorandum Of Understanding may be extended for one or more additional periods of time not exceeding three (3) years, said time and terms to be agreed upon in writing by the Town of Orange and the Town Accountant.

D. In the event the Town Accountant intends to resign for a new job or retire voluntarily before the natural expiration of any term of employment, the Town Accountant shall give the Selectmen forty five (45) days written notice, in advance, without penalty, unless the parties otherwise agree in writing.

### **Article III. Salary**

The Town Accountant shall receive an annual salary of \$ 41,385.12 effective October 18, 2006 for the fiscal year ending June 30, 2007. The salary of the Town Accountant will be reviewed and re-negotiated annually. Upon receiving the MMAA certification, the annual salary will increase by one step.

**Article IV. Benefits**

Benefits for the Town Accountant will generally conform to those offered to other non-union employees under the Personnel Bylaw for the Town of Orange, unless expressly noted below:

A. Dues and Subscriptions: The Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Town Accountant that contains the specific professional dues and subscriptions desired by the Town Accountant for his/her continuation and full participation in state and local associations necessary and desirable for his/her continued professional growth and advancement, and for the good of the Town.

B. Professional Development: The Selectmen (through the Town Administrator) recognize the importance of the professional development of the Town Accountant, and agree that the Town Accountant shall be given adequate opportunities to develop his/her skills and abilities as a Town Accountant. Accordingly, the Selectmen (through the Town Administrator), agree to review an annual budget submitted by the Town Accountant that includes specific provisions for professional development.

**Article V. Insurance**

A. Injured on Duty: The Town Accountant shall be entitled to injured on duty benefits as provided in Workers Compensation.

B. Health Benefits: The Town Accountant shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible under the Town of Orange Personnel Bylaw.

**Article VI. Hours**

A. As a full-time salaried employee, the Town Accountant agrees to devote that amount of time and energy, which is necessary to faithfully perform the duties of Town Accountant under this agreement.

B. The Town Accountant shall provide the Selectmen, through the Town Administrator, sick days, vacation days, personal days, bereavement days, and holidays taken in a format that is mutually agreed upon.

The Town Accountant shall notify the appointing authority as soon as known, but at least one week in advance, of any protracted (1 week or longer) absences for vacation or other reasons.

**Article VII. Indemnification**

The Town agrees that the Town shall defend, save harmless and indemnify the Town Accountant, as provided in M.G.L. CH 258, against any tort, professional liability claim or demand or other civil or criminal legal action, groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Town Accountant duty.

**Article VIII. Discipline or Discharge**

All disciplinary actions will conform to the requirements of the Personnel Bylaw.

**Article IX. Modification**

No change or modification of this Memorandum Of Understanding shall be valid unless it shall be in writing and signed by both parties.

**Article X. Miscellaneous**

None of the services to be provided by the Town Accountant shall be used for any local partisan political activity or to further the election or defeat of any candidate for public office.

All published material, including without limitation thereto: reports, manuals, pamphlets, and articles prepared under this contract, shall become the property of the Town of Orange. The Town Accountant shall be entitled to copies of any material he/she prepares.

All monetary provisions of this Memorandum Of Understanding are subject to appropriation by Town Meeting.

**Law Governing**

This Memorandum Of Understanding shall be construed and governed by the applicable laws of the Commonwealth of Massachusetts.

**Article XI. Severability of Provisions**

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

Memorandum Of Understanding Between the Town of Orange and the Town Accountant

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

FOR THE BOARD OF SELECTMEN

By:

\_\_\_\_\_  
Richard P. Sheridan, Chair.

\_\_\_\_\_  
Steven E. Adam, Vice Chair.

\_\_\_\_\_  
Robert F. Andrews, Clerk

Appointing Authority

FOR THE TOWN ACCOUNTANT

By:

\_\_\_\_\_  
Lori J. Blanchard