



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
 JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
 UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
 Boston, MA 02125-3393
 P: 617.287.4824
 F: 617.287.5566
 mccormack.umb.edu/centers/cpm
 collins.center@umb.edu

**PROFESSIONAL SERVICE AGREEMENT
 TOWN OF MONTEREY, MA
 Comprehensive HR Review**

This Professional Service Agreement (“Agreement”) is made as of this ____ day December 2023 (“Effective Date”) between the Town of Monterey (“Town”), and the University of Massachusetts (“UMass Boston”), represented by its Edward J. Collins, Jr. Center for Public Management (“Center”), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 (“the Parties”).

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference (“Services”). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. Term. The Center will use reasonable efforts to provide Professional Services during the period from the date of this Agreement until December 31, 2024. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.
4. Payments. The Town agrees to pay UMass Boston in accordance with the following rates for these services:

Position	Hourly Rate
Human Resources Practice Leader	\$160
Senior Associate	\$125
Management Analyst	\$60

This cost shall include all Center staff time and overhead. The Center will invoice the Town on a quarterly basis. The Town agrees to make payments upon receipt of invoices. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to “University of Massachusetts Boston” and shall be sent to:

Edward J. Collins Jr. Center for Public Management
 University of Massachusetts Boston
 100 Morrissey Blvd.
 Boston, MA 02125-3393
Attn: Robert O’Keefe

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein but is not liable for

failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. **Limitation of Liability.** In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

7. **Use of Names.** The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. **Termination.** This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. **Survival.** The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. **Independent Contractor.** Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.


UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: _____

NAME: _____

TITLE: _____


12/19/23
Justin Makuc
Select Board Chair

UMass Boston

BY: _____

Michael Ward, Director

BY: _____

Shala Bonyun, Associate Director of ORSP

HUMAN RESOURCES CONSULTING SERVICES

1. SCOPE OF WORK

This scope of work provides the Center’s understanding of the background and requirements of this project, and the project team’s approaches to conducting this study. Most work will be conducted virtually. However, site visits will be scheduled, as necessary.

TASK 1 INITIAL MEETING TO REFINE THE SCOPE OF THE WORK

The Center will clarify the scope of the project. The Center will meet with and discuss the project with the Project Liaison to plan the approach and scheduling of the review.

TASK 2 HUMAN RESOURCES CONSULTING SERVICES

The Collins Center will provide Human Resources consulting services to the Town in areas of human resources including but not limited to supervision, performance management, leave administration, coaching discipline, policy writing and interpretation, collective bargaining and employee relations and other related functions. (see Attachment of Summary of Duties)

2. RESPONSIBILITIES OF THE CENTER

The Center will act at all times in an attentive, ethical, and responsible manner. Note: Our staff are not attorneys and will not give legal opinions and will not serve as an employee of the Town. The Collins Center staff will advise the Town on HR matters and will indicate when a legal opinion should be sought.

3. RESPONSIBILITIES OF THE TOWN

The Town shall agree to provide necessary access to its employees and records, and to respond to requests for information and comment in a timely manner. In addition, the Project Liaison or designee will have responsibility for organizing meetings, and for communicating the nature and value of the project. The Town will refer to the Collins Center as HR Consultants.

4. FEES AND EXPENSES

The Collins Center will provide the scope of services presented in this proposal on an hourly basis, according to the following rates. The Project Manager will work with the Town Administrator to determine the appropriate level of staff needed for each of the services provided. The Center bills time in 6 minute increments.

Position	Hourly Rate
Human Resources Practice Leader	\$160
Senior Associate	\$125
Management Analyst	\$60

5. TERM OF CONTRACT

At a minimum, the parties will meet in June and December of each year to evaluate the contract terms and provisions, or at any point during the contract.

HUMAN RESOURCES CONSULTING SERVICES ADDENDUM TO CONTRACT AND SCOPE OF WORK

The Human Resources Consultant will provide advice and counsel to the Town of Monterey on human resources management and will assist the Town's adopted human resources policies and procedures. The Consultant will work with the Select Board (SB), Town Administrator (TA), department heads, and employees to assist with all aspects of HR management.

The Consultant will receive direction from the SB. The SB will evaluate the performance of the Consultant and provide periodic feedback throughout the contract term. The Consultant will recommend changes to policy and procedure to the SB and will make recommendations on aspects of HR management to the SB and TA. The Consultant may work directly with Town Counsel as warranted and approved by the SB.

The Consultant is not an attorney and will not provide legal advice. If there is a matter that requires a legal opinion, the Consultant will advise the Town and if approved, will consult with Town Counsel or recommend the SB or TA do so.

The Consultant will work with appointed and elected officials on matters of HR and will provide guidance on HR work but will not serve as the HR Director or supervise any staff. The Consultant will serve as a resource to the SB, TA, department heads and employees to address human resources issues raised and provide guidance on these issues. The Consultant, along with the TA and department heads, may recommend individuals for employment; recommend training and provide advice on corrective or disciplinary actions.

Sample of Functions

(Consultant will advise in individual circumstances, if Counsel should be involved)

1. Advise on the Towns' compliance with federal and state human resources laws and regulations.
2. Advise the SB and TA on current human resources best practices on areas including but not limited to recruitment, employee relations, performance evaluation, counseling and progressive discipline, benefits administration, policy development, and compliance with local, state, and federal employment laws.
3. Advise the Town on the maintenance of accurate personnel files and permanent records in accordance with federal, state and local regulations.
4. Advise and organize professional development opportunities, programs, trainings, and activities for Town employees, officials, and volunteers in accordance with job responsibilities.
5. Provide guidance and assistance in communicating the Town's human resources policies and procedures to Town employees, officials, and volunteers. Assist the Town with investigations of complaints as necessary.
6. Regularly review personnel policies and procedures. Propose revised policies and procedures to the SB for approval.
7. Regularly review the job descriptions, with input from the TA and relevant department heads. Propose revised job descriptions to the SB for approval.

8. Assists the TA and key personnel with the review of benefits and compensation and advises on recommendations for the budget process.
9. Assists with job postings, personnel recruitment, interviewing, selection, hiring, development, and advises on materials in new employee orientation packages.
10. Advises on matters of employment contract review and/or negotiations.
11. Advises on matters of existing policies and procedures including compensation, benefits, and payroll.
12. In conjunction with the SB and TA advises on matters of promotions, transfers, salary changes, reclassifications, and leaves of absence and termination. The SB is the hiring and firing authority.
13. May provide consulting services on employee relations including addressing personnel problems and disciplinary issues, conflict, employee relations, performance management.
14. May advise the Town in the preparation of performance improvement plans and progressive disciplinary matters. Will advise the Town when Town Counsel should be included.
15. Assists with succession planning and identifying trends in employment. Identifies creative solutions to fill the Town's present and future staffing needs.
16. Assists the Town and/or Town Counsel in preparation for meetings related to human resources issues such as grievances, arbitrations, Workers' Compensation, the Department of Labor Relations, and Massachusetts Commission Against Discrimination.

**Payroll
Policies and
Procedures
Effective: XXX**

**Approved by:
Select Board and
Treasurer's
Office**

PURPOSE:

To define time and attendance and payroll standards and practices to assure that all payrolls presented for payment are valid obligations of the town based upon approved time and attendance records and are consistent with the requirements of collective bargaining requirements.

AUTHORITY:

MGL Chapter 41 §§41, 41A, 41B, 41C, 42 and 43

Collective Bargaining Agreements in effect with the Town

POLICY:

It is the town's policy to assure sound controls for all payroll transactions by requiring *Letters of Offer* from the appointing authority and/or *Employee Rate Change Forms* to set up new hires, reclassifications and salary adjustments in the payroll system. Department heads are responsible for the timely submittal to the Town Administrator of *Employee Rate Change Forms*.

The Treasurer's office is responsible for oversight and administration of the biweekly payroll based on receipt of approved time and attendance documentation from all town departments. The town payroll is paid biweekly against valid appropriations.

Personnel Actions

PROCEDURES:

An Employee Rate Change Form and/or Letter of Offer from appointing authority is required to document and approve new hires, promotions, demotions, pay changes, transfers and changes in employment status.

- The department head (or designee) completes the Employee Rate Change Form to initiate any changes in the pay or status of an employee. The department head must sign the Employee Rate Change Form. The department retains one copy and the other is forwarded to the town administrator's office.
- The Treasurer is responsible for the entry of municipal new hires, pay adjustments and any changes in the employee status in the payroll system.
- The Employee Rate Change Form adjustments that affect payroll must be entered on a timely

Commented [jm1]: Who drafts the Employee Rate Change Form? The Treasurer/TA or Department Head? What allows a rate change form to be submitted? Decision of the appointing authority?

Commented [TA2R1]: The treasurer and the TA created the form which currently is only submitted for the new FY rates, we are working on adding a section to this for changes/new hires during the year to use as well

Commented [SH3R1]: Town meeting dictates salaried employees, hourly employees should be a decision of the appointing authority and town meeting budget should support that decision

basis to assure the correct pay for the appropriate payroll period. They must be entered before any further payroll reports or time and attendance data entry can be completed.

- Annual pay raises will be calculated per the approved town meeting warrant and set up in the Harper's Payroll Module consistent with all requirements of the respective agreements/contracts.

Time and Attendance

POLICY:

It is the policy of the Town that the Treasurer's office will only process a department's payroll based upon receipt of a department's certified record of time and attendance. ~~All employees paid on an hourly basis are required to record hours worked (time in and time out) in the time and attendance system. Employees paid on a salary basis who are not enrolled in Berkshire County Retirement are required to record hours worked in the time and attendance system. Employees paid on a salary basis who are enrolled in Berkshire County Retirement may be required to record hours worked in the time and attendance system by their direct supervisor. Employees who are elected or otherwise paid a stipend are not required to record hours in the time and attendance system, but must use the system to submit for their stipend or elected stipend in order to be paid. The certified record must include all time worked (clocking in and clocking out) with the exception of the following positions: fire department, plumbing, gas and electrical inspectors, elected Board of Assessors, elect Select Board, police details, elected moderator, elected constable, elected Board of Health members, animal inspector and the elected school committee representative.~~ The town utilizes this policy to promote transparency, mitigate risk, aid in future retirement buybacks and control the following submitted through the time and attendance timeclock system:

- accurate computation of employee earnings, deductions and net pay
- accurate computation of employee sick, vacation and other leave.

PROCEDURES:

- Each department must submit their time through the time and attendance payroll timesheet system for the respective pay period. The system will report will indicate the employee name, employee number and the payroll hours for that period, including:
 - Regular Salaried
 - Overtime – Straight
 - Overtime
 - Vacation
 - Sick Leave
 - Personal
 - Compensatory Time
 - Stipends

as well as the respective VADAR General Ledger appropriation and account code (organization and object accounts) to be charged.

- The department head is responsible to review all entries submitted through the timeclock system. Consistent with state law, the department head approves the payroll and "certifies under the penalty of perjury that the statements set forth on this payroll are true to the best of my knowledge."

Henry

Commented [jm4]: Sometimes the Town Meeting warrant may not tell the whole story itself. Rate can change, but also can hours, maybe it is important to have the SB, TA, or DH approve the rate in case the change is not just the rate, but also the hours.

Commented [TA5R4]: The monies approved at town meeting is the basis, we refer to the actual budget meetings and the amounts/hours agreed to during those meetings

Commented [SH6R4]: The change forms, are what payroll is provided if there are rate changes to be made.

Commented [jm7]: Elected officials, stipends, salaried do not need to necessarily submit their time if they are not paid on an hourly basis. This should be clarified here.

Commented [TA8R7]: Everyone needs to submit their time with the exception of the few positions, see added text in document

Commented [SH9R7]: The tracking of hours and rates of pay is also required when someone retires or requests buyback time in the future this information is available in a timely manner. We have experienced when this is not available and we only have a salary amount with no backup for hours worked or hourly rate of pay. This could cause the employee to not allow for the maximum retirement benefit, or buyback time

Commented [jm10]: Difference between overtime straight and overtime?

Commented [SH11R10]: These fluctuate by unions, contracts and employee handbook. Maybe a suggestion to put that reference in there

Commented [jm12]: Add stipend?

Formatted: Not Raised by / Lowered by

Commented [jm13]: Does each department head review and approve his/her own payroll?

Commented [TA14R13]: Mark M, Don C, Brian all approve their own, all others are submitted by the department heads and I approve. I do review Mark, Don and Brian as well

The Treasurer transmits data on all new hires to the Commonwealth's Department of Revenue within one week. This transmission is done through the payroll software.

The treasurer is responsible for reporting to the IRS and the Commonwealth of Massachusetts. Quarterly reports must be filed with the IRS (941 and 945) and Commonwealth of Massachusetts. Weekly employment taxes are paid to the IRS and the Commonwealth. This transmission is done through the payroll software.

Payroll Disputes

All questions regarding payroll should be communicated through the Town Administrator, if the Town Administrator is on vacation an alternate contact will be provided to department heads. A preliminary response will be provided within 2 business days. The Town Administrator will then research the issue with the Treasurer and a response will be provided to the employee by the Town Administrator as soon as the matter has been fully researched. If any payroll adjustments are required they will be made by the Treasurer on the following payroll.

Commented [jm25]: Should this alternate contact be specified here? HR Director? Treasurer?

Commented [TA26R25]: No because depending on the situation it may be a different person each time and would be at my discretion

Commented [jm27]: Should the HR director play a role in the payroll process?

Commented [TA28R27]: At this time I do not see any reason for HR to be a part of it as payroll falls under the treasurer's jurisdiction

- Consistent with MGL Chapter 41 §41, each department head must make arrangements with the Town Administrator to provide for a lawful alternate payroll approver. The treasurer's office will not allow an alternate signature until the Selectboard authorizes said signer.
- The department's timesheets must be submitted/approved through the time and attendance timeclock system no later than 10am on the Monday following the end of the payroll period (Tuesday if Monday is a holiday).

Payroll Processing and Issuance of Pay Checks

PROCEDURES

The Treasurer is responsible for the entry, processing and review of all payrolls from the time and attendance timeclock system submitted into the payroll system.

- The Treasurer processes all related time and attendance data through the Harper's payroll system based upon the exceptions reported on each department's submittal through time and attendance.
- The Treasurer records the total payroll of each department reported.

When the final reconciliation is complete, the actual processing of the payroll begins.

- The Accountant prepares the *Payroll Warrant* and assigns a *Payroll Warrant Number*. The *Payroll Warrant* must be signed by the Accountant and the town Selectboard ~~as authorization to~~ the treasurer to release the payroll checks and direct deposit advisories. The warrant includes:

- The Harper's Payroll Register detailing the payroll earnings by pay type (regular pay, overtime, sick, vacation, shift differential etc.)

- The Treasurer prints the Harper's Payroll Register YTD and the County Retirement for the retirement office for posting and reporting of retirement deductions.

- The treasurer is responsible to fund the payroll and to transfer the required funding to the payroll bank account and to transmit the direct deposit activity to the town's payroll bank. The Accountant pulls the following reports from the Harper's system to allow the final payroll processing and reviews by the accountant:

- Deduction Reports (Vendors)
- G.L. Distribution Journal
- The Payroll Warrant as signed by the Select Board and the Treasurer.

Paychecks and direct deposit advisories are only recorded as disbursements after a careful review by the accountant.

- A copy of each report submitted to the treasurer is retained in the Treasurer's office.

State and Federal Tax Payments and Reporting

Commented [jm15]: Is there a contingency plan if payroll is not submitted by that time? Will the treasurer or other reach out to the department head or is there a zero tolerance policy for late payroll? This could potentially cause problems if the department head's failure causes an employee to not be paid.

Commented [TA16R15]: If payroll is not submitted by the deadline it will have to be submitted late for the next payroll. In a case where the dept head dropped the ball the treasurer could make an exception and run an additional payroll

Commented [jm17]: Melissa, you said 3 people approve the payroll before it goes through. Who are the 3 and should they be listed here?

Commented [TA16R17]: The department head reviews, I then review and then the Treasurer before submitting.

Commented [jm19]: What process does the treasurer or other reviewer to go through if they notice an abnormality?

Commented [SH20R19]: When an abnormality, the Treasurer reaches out to the TA. Once the response is given, Treasurer reruns reports to verify.

Commented [jm21]: We sign after the direct deposits hit. Does that contradict this policy?

Commented [TA22R21]: Labor laws trump this, we have to pay people what they are owed. However in speaking with the Acct & Treas yesterday we have a few options available; 1. The Board can designate the TA to sign the payroll warrant with the understanding that the Board will also review and sign off and if there needs to be any changes a direct deposit can be reversed, 2. The TA can send a payroll summary report to the Board when payroll is ready to be submitted and the Board will need to let the TA know by end of day that day if there are any issues or 3. The more complicated option of changing the current workweek and timecard submittal dates

Commented [jm23]: What happens when an account runs empty at the end of the year and an employee who has been asked to work by his/her supervisor needs to be paid? What is the process?

Commented [TA24R23]: This could only happen for hourly employees and we are legally required to pay them for any hours worked. The department head would need to request an internal transfer or reserve fund transfer.

ARPA
Beginning Funds \$ 276,190.00

Vendor	Item	Starting Balance	Amount		Project		Project		Remaining ARPA balance
			Requested	Approved	Spent	Request	Remaining		
SBVA	Town Assessment Ambulance	\$ 17,979.00	\$ 17,979.00	\$ 17,979.00	\$ 17,979.00	\$ -	\$ -	\$ 276,190.00	
Fire Dept	New Rescue 5	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ -	\$ -	258,211.00	
Parks Commission	New Playground	\$ 98,271.23	\$ 90,456.31	\$ 90,009.91	\$ 90,009.91	\$ 446.40	\$ 446.40	203,211.00	
Community Center	Pavilion	\$ 85,000.00	\$ 83,254.69	-	\$ 83,254.69	\$ 83,254.69	\$ 446.40	112,754.69	
Highway	Tractor	\$ 90,000.00	\$ 90,000.00	-	\$ 90,000.00	\$ -	\$ -	29,500.00	
	hire consultant firm to bring							29,500.00	
REWG	solar to Monterey	\$ 15,000.00	\$ 15,000.00	\$ 2,896.25	\$ 12,103.75	\$ 12,103.75	\$ -	14,500.00	
Town Admin	Fox Hill Site Analysis	\$ 4,000.00	\$ 4,000.00	\$ 2,162.06	\$ 1,837.94	\$ 1,837.94	\$ -	10,500.00	
Police	Cruiser replacement	\$ 57,000.00	\$ 57,000.00	-	\$ -	\$ -	\$ -	10,500.00	
Historical Society	Historical Registry Grant Match	\$ 10,500.00	\$ 10,500.00	-	\$ 10,500.00	\$ 10,500.00	\$ -	-	
	Total		\$ 276,190.00	\$ 168,047.22					