

Employment Contract
Town of Douglas
Director of Municipal Finance / Town Accountant
July 1, 2022 – June 30, 2027

WHEREAS, The Town of Douglas (the "Town") and Jeanne Lovett (the "Employee"), together referred to herein as the "Parties," mutually agree to enter into an employment contract setting the terms and conditions of the Employee's tenure with the Town as Director of Municipal Finance / Town Accountant from July 1, 2022 through June 30, 2027, and;

WHEREAS, The Town has the authority to enter into an employment contract with the Director of Municipal Finance pursuant to Section 2.2 of the Act Establishing a Town Administrator and a Municipal Finance Department in the Town of Douglas (the "Act"), and further, that the Act authorizes the Director of Municipal Finance to serve as Town Accountant pursuant to Section 2.3, and;

WHEREAS, The Town also has the authority to create an employment contract for the Town Accountant under MGL Chapter 41, Section 108N, and;

WHEREAS, The Town Administrator has reappointed Jeanne Lovett to the roles of Director of Municipal Finance and Town Accountant pursuant to the authority provided by Section 1-2(b) of the Act through communication to the Board of Selectmen (the "BOS") on May 31, 2022, and;

WHEREAS, The BOS has affirmed the reappointment through a unanimous vote on June 21, 2022;

NOW, THEREFORE, The Town and Employee, having been duly reappointed to the roles of Director of Municipal Finance and Town Accountant, enter into the following employment contract (the "Agreement"). This Agreement shall govern the terms of conditions of the Employee's tenure, in all instances taking effect and being enforced without reference to the Personnel By-Law or Personnel Policies and Procedures of the Town of Douglas, except that, when this Agreement does not address an issue of employment, the by-laws and policies and procedures of the Town shall apply.

The Parties understand and agree that all financial obligations of the Town in connection with this contract are subject to appropriation by Douglas Town Meeting.

1) Authority, Duties, and Responsibilities

The Employee shall have all of the authority, duties, and responsibilities of her positions as provided in the Massachusetts General Laws, the Act, the By-Laws of the Town of Douglas, and the Personnel Policies and Procedures of the Town of Douglas, and any regulations or policies issued under the provisions of those laws.

The Employee shall be subject to an annual performance review, no later than January 31st of each calendar year, in accordance with the exercise of her authority, duties and responsibilities as provided

for in the Act and with reference to her job description, appearing as Attachment A hereto and which is a part of this contract.

2) Duration, Integrity of Terms

This contract covers the terms of employment from July 1, 2022 to June 30, 2027, inclusive. It is the mutual understanding of the Parties that the Employee's appointment covers this entire period and need not be renewed every fiscal year.

The Town shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of the Employee, except to the degree that such reduction is across the board for all the other employees of the Town under the BOS's purview.

3) Salary and Financial Benefits

For the period July 1, 2022 to June 30, 2023 (FY 2023), the Town shall pay the Employee a base salary of \$115,000.

From July 1, 2023 to June 30, 2024 (FY 2024), the Town shall pay the employee a base salary of \$120,000 plus any cost of living (COLA) increase paid to all non-union municipal employees, calculated as the base salary plus the base salary for FY 2024 times the FY 2024 COLA.

From July 1, 2024 to June 30, 2025 (FY 2025), the Town shall pay the employee \$2,500 above the FY 2024 calculated salary plus any COLA increase paid to all non-union municipal employees, calculated as above using FY 2025 values.

For any subsequent fiscal year during the term of this Agreement, the Town shall pay the Employee a base salary calculated as the previous fiscal year salary plus any COLA provided across the board to non-union municipal employees.

The Employee's salary for any year past FY 2025 within the term of this Agreement may be established at a level higher than provided above utilizing one of the following processes, which the Town Administrator shall document in writing and append hereto as part of this Agreement:

1. Upon a favorable performance review that rises to the level of supporting a merit increase; or
2. Upon a written request by the Employee to reopen this section of the Agreement to adjust her salary without changing any of the other terms; or
3. Upon a written finding by the Town Administrator that the salary projected for the Employee in the next following fiscal year is less than 90% of the average of the base salaries of the Employee's peers in the Towns of Uxbridge, Sutton and Webster, and two other towns selected by the Town Administrator and the Employee, where the job description is comparable and whose population and total annual budget are no less than 85% and no greater than 115% of those of Douglas. In this instance, the Town Administrator will set the Employee's salary at the average of the Employee's peers in those five communities.

The Town shall offer the Employee all standard insurance benefit offers provided to all non-union employees of the Town, including mandatory health and life insurance, waiver and opt-out programs, Health Savings Account contributions, and voluntary insurance programs.

The Town agrees to budget and to pay for the professional dues and subscriptions of the Employee for the continuation and participation in various organizations that promote her duties, including but not limited to, the MA Municipal Accountant and Auditors' Association (MMAAA).

The Town agrees to budget and pay for the travel and related expenses of the Employee for professional and official travel for conferences, seminars, and other meetings, related to her duties, including but not limited to, the annual MMAAA Conference.

The Town shall bear the full cost of any fidelity or other bonds required of the Employee under any law, by-law or regulation.

4) Work Hours, Paid Time Off

The Employee shall work, in general, during the operational hours of the Municipal Center. The Parties understand and agree that the Employee's position is frequently subject to deadlines and meetings that may require work well in excess of those hours. It is understood that the employee's work hours will be flexible in recognition of the additional time she may spend beyond the normal work day. The Employee shall submit bi-weekly timesheets with payroll submissions documenting her time and may use the format of days.

The Town shall grant five paid weeks of vacation to the Employee each fiscal year, which equates to 25 work days. The annual leave will be available in full starting on the first day of each fiscal year. The Employee may roll over unused vacation time from one year to the next. At no time shall the Employee's total accrued vacation time exceed 8 weeks (40 work days).

In lieu of rolling over unused vacation time, the Employee shall have the option, in her sole discretion, to have the pro-rata value of up to three weeks of unused vacation converted to a contribution to her Section 457 deferred compensation plan.

The Employee shall have personal, holiday, sick, bereavement, and jury duty time under the terms of the Personnel By-Law and the Personnel Policies and Procedures of the Town of Douglas.

5) Performance Reviews, Job Security

Each fiscal year, the Employee will establish a set of goals jointly with the Town Administrator that will advance the Town's financial interests and/or the operations of her department. Based upon prior performance reviews and their own priorities for the Town, the BOS and Town Administrator may set goals for the Employee.

The Town Administrator shall provide the Employee with an annual performance review, no later than January 31st each year, based upon her job description, agreed upon annual goals, and an evaluation instrument mutually agreed to by the Parties. If the salary exceeds that provided by the provisions above in Section 4, the BOS must ratify the figure in executive session after reviewing the Employee's performance. Failure to conduct an evaluation in any contract year will have no impact on the salary and benefits as outlined.

The Employee shall not be subject to review by a Town Administrator or member of the BOS who have not yet served six (6) months in their role(s). If the Town Administrator is unable to provide the review as a result of this section, the BOS shall provide a performance review, which must take into account the

advice of the Finance Committee and the Capital Improvement Committee, who may speak through their respective Chairs.

The Employee is subject to progressive discipline, for just cause, as provided for in Appendix D of the Personnel Policies and Procedures of the Town of Douglas.

In the event the Employee voluntarily resigns her position with the Town before expiration of the term of this Agreement, she shall provide forty-five (45) calendar days advance notice, unless the parties otherwise agree in writing.

In the event the Town decides not to renew or extend the Employee's contract, the Town shall give the Employee written notice six (6) months prior to the expiration of this Agreement. The Town may place the Employee on paid leave during this time, or make provisions for the Employee to participate in the orderly transition of her duties to interim or full time replacement(s), as it deems necessary.

In the event the Employee is terminated by the Town without just cause before the expiration of this Agreement and during such time the Employee is willing and able to perform her duties, the Town agrees to pay the Employee a lump sum equal to six (6) months salary, or the balance of the remaining contract, whichever is less, at the rate of pay in effect prior to termination, plus accrued and unused vacation and personal leave.

The Employee may be terminated at any time for malfeasance in office. Should the Employee be terminated for malfeasance then the Town shall not be obligated to pay the Employee a lump sum equal to (6) six months salary. For purposes of this Agreement, "malfeasance" is defined as criminal misconduct or other intentional or deliberate acts involving moral turpitude. The Employee in this instance will have the right to a hearing as set out in Appendix D of the Personnel Policies and Procedures of the Town of Douglas.

Termination with or without cause may only occur upon written recommendation by the Town Administrator and a minimum of four votes of the Board of Selectmen.

6) Miscellaneous Provisions

The Employee will have the right, upon request, to view the contents of her personnel file. No material derogatory to the Employee's conduct, service, character or personality will be placed in her personnel file unless the Employee has had an opportunity to review the material. The Employee will acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The Employee will also have the right to submit a written answer to such material, which shall be attached to the material in the file.

To the extent permitted by law, the Town shall defend, hold harmless and indemnify the Employee against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties, except for claims or damages arising from the grossly negligent acts of the Employee, even if said claim has been made following her termination from employment. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may in its discretion compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without

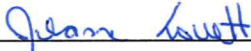
recourse to the Employee. The Town shall pay all costs and expenses related thereto, including attorney fees. This indemnification shall also apply to the Employee after she leaves the employ of the Town.

This section shall survive the termination of this Agreement.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force or effect.

In Witness Whereof, the Town has caused this Agreement to be signed and executed on its behalf by the Town Administrator.

The Employee



Jeanne Lovett

The Town Administrator



Matthew J. Wojcik

