

**EMPLOYMENT AGREEMENT
BETWEEN TOWN OF DOUGLAS AND
TOWN ADMINISTRATOR**

THIS AGREEMENT, made and entered in accordance with Chapter 41, Section 108N of the Massachusetts General Laws this 29th day of August 2023 by and between the Town of Douglas, Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without personal liability to themselves, hereinafter called "Town" or "Board", as party of the first part, and Matthew J. Wojcik, hereinafter called "Town Administrator", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the Board desires to continue to employ the service of said Matthew J. Wojcik as Town Administrator of the Town of Douglas; and

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws, and under Section 1-1 of Chapter 145 of the Acts of 2009, "An Act Establishing a Town Administrator and a Municipal Finance Department in the Town of Douglas", may contract with the Town Administrator for such services; and

WHEREAS, it is the desire of the Board to establish a contract providing for the benefits, conditions of employment and working conditions of said Town Administrator; and

WHEREAS, it is the desire of the Board to retain the services of the Town Administrator, and to provide inducement for him to remain in such employment; and

WHEREAS, the Town Administrator represents that he is qualified and capable of performing the duties and responsibilities of said position, and

WHEREAS, Matthew J. Wojcik desires to continue his full time employment as Town Administrator of said Town and to use his best efforts, skills, abilities and training to carry out the duties and responsibilities;

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

SECTION 1. FUNCTIONS AND DUTIES OF THE TOWN ADMINISTRATOR

The Town hereby agrees to employ said Matthew J. Wojcik as Town Administrator of said Town, and the Town Administrator accepts said offer. The Town Administrator shall be the Chief Administrative Officer of the Town. The Town Administrator shall perform the duties specified in Chapter 145 of the Acts of 2009, *"An Act Establishing a Town Administrator and a Municipal Finance Department in the Town of Douglas"*, as well as all applicable bylaws, rules and regulations, votes of the Board of Selectmen, general or special laws, and to perform such other legally permissible and proper duties and functions as the Board of Selectmen shall from time to time assign and/or are normally within the range of duties and responsibilities performed by a person holding the position of Town Administrator.

SECTION 2. TERM

A. The term of this contract shall be from July 1, 2023 to June 30, 2026. The Parties understand and agree that during the contract period, the Town Administrator shall not neglect his duties to the Town in favor of any outside activities. It is further agreed by the Parties that, to the extent outside activities interfere with the timeliness or quality of the Town Administrator's work on behalf of the Town, the Board may take the matter into consideration when evaluating the Town Administrator's performance and/or in the application of discipline or resolution of removal as provided for in the Special Act and/or this Agreement.

The Town agrees that the Town Administrator may engage in occasional teaching, writing, or consulting performed on Town Administrator's time off so long as the same does not interfere with the obligations the Town Administrator has to the Town or is adverse to the interests of the Town as determined by the Board.

B. The Parties agree on the following procedure in the event that the Town Administrator seeks to leave Town employment before the end of the term:

- 1) The Town Administrator will notify the Board upon becoming a finalist for another position, or before the beginning of background checks associated with another position sought, whichever is earlier;
- 2) The Town Administrator shall provide the Board with no less than 90 calendar days (not including time off) notice, in writing, of the last day of employment with the Town. This provision may be waived by a majority of Board members present and voting at an open public meeting of the Board;
- 3) The Town Administrator shall provide the Board with a written transition plan for the responsible and professional cessation and transition of service to the Town, including details of outstanding projects, important deadlines, and other material issues, no more than one calendar week after providing the notice required above;
- 4) The Town Administrator shall be available for any exit interview process desired by the Board.

C. At least seven (7) months in advance of the expiration date of this agreement, the Town Administrator shall notify the Board in writing of the approach of the expiration date of the agreement, and the renewal provision of this agreement as specified in Section 2.D. below. The parties agree to meet and confer beginning at least six (6) months prior to the expiration date of this agreement for the purpose of discussing the continuation of the employment relationship, and to negotiate the terms of a successor agreement. It is understood by the parties that the objective of this clause is to enable the parties to know at least six (6) months prior to the expiration of this agreement whether the parties are to continue in an employment relationship, so that each may, if necessary, have the maximum amount of advance notice if the relationship is not to continue. To that end, each party agrees to act in good faith in meeting the time periods in this clause; however, the parties may agree to another time period. Any such agreement shall be in writing and signed by both parties.

D. If the Board fails to decline to renew this Agreement with the Town Administrator by majority vote by December 31, 2025, this Agreement shall continue in full force and effect for one (1) additional full fiscal year, ending June 30, 2027.

E. In the event this Agreement is extended as provided above, the Administrator shall be awarded the same Cost of Living Adjustment (COLA) as all other non-union employees, as well as any step increases that apply while the Agreement remains in force or as voted by the Board of Selectmen.

F. If the Board votes to decline to renew this Agreement, the Town Administrator shall be entitled to take time, not to exceed ten (10) business hours per week and not to exceed twelve (12) weeks without loss of compensation, to search for other employment. The Board's decision to decline to renew this Agreement shall not be considered termination and shall not be subject to any of the provisions of Section 3 below.

G. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board of Selectmen to suspend and/or terminate the services of Town Administrator at any time, subject only to the provisions set forth in Section 3, paragraphs A, B, and C of this agreement, the provisions of Chapter 145 of the Acts of 2009, the "Act Establishing a Town Administrator and a Municipal Finance Department in the Town of Douglas", and any other applicable law.

SECTION 3. SUSPENSION, TERMINATION & SEVERANCE PAY

A. The Board may discipline the Town Administrator for just cause as defined below. The cause shall be stated in writing and provided to the Town Administrator no less than seven (7) days before a hearing or other action may be taken. The Town Administrator shall have the right to address the written notice in executive session of the Board, to the extent the Board may legally convene in executive session pursuant to G.L. c. 30A, § 21.

B. For any discipline greater than five (5) days of suspension without pay, the Town Administrator shall be entitled to an open public hearing, at which the Administrator may be represented by legal counsel. If the Board contemplates discipline that might include termination, it shall follow the procedures provided for in Section 1-5 of the Act Establishing a Town Administrator and Municipal Finance Department in the Town of Douglas (the “Act”).

C. For the purposes of suspension, termination of employment or removal from Office, the definition of just cause includes, but is not limited to the following cases as determined by the Board in its’ discretion:

1. MALFEASANCE. Defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
2. MISFEASANCE. Defined as the doing of a lawful act in an unlawful manner.
3. NONFEASANCE. Defined as the failure to perform assigned duties.
4. INSUBORDINATION. Defined as the intentional failure to carry out a lawful order of the Board.

D. In the event that the Town Administrator is terminated for just cause by a vote on the record, or voluntarily resigns at the request of the Board, the Town will pay the Town Administrator a payment consisting of salary and stipends earned through the final date of employment and unused vacation time. Payment will issue on the effective date of termination or, in cases of voluntary resignation, on the regular pay day following the resignation.

E. The Parties understand and agree that the highest level of integrity is required of public servants, and that fear of retribution should not deter the Town Administrator from his duty to report fraud or malfeasance of any kind, including ethics code or open meetings act violations, by elected officials, members of boards and commissions or employees. Retaliation against the Administrator for acting upon his fiduciary duties to the Town shall be considered “termination without cause” for purposes of determining severance under Section 3(F) of this Agreement.

If the Board chooses to terminate the Town Administrator without just cause, it shall:
Pay the Town Administrator the entire remaining value of this agreement, including stipends and accrued and unused vacation or one year whichever is lesser.

F. In the event the Town Administrator leaves to accept employment elsewhere, there shall be no severance paid. In this case, the Town Administrator shall be entitled to

the cash value of vacation time accrued and not used as of the date of separation.

G. The acceptance by the Town Administrator of the severance pay provided hereunder shall constitute a complete and full release of any other rights, claims or causes of action, whether in law, equity or otherwise, the Town Administrator may have against the Town, its officers, agents, officials or employees for actions undertaken while in the performance of their duties. However, the Town Administrator shall not have been deemed to have waived any rights to workers compensation benefits and unemployment benefits.

SECTION 4. SALARY

A. All salary and fringe benefits provided in this agreement and obligations of the parties are subject to annual appropriation through the budget process, except for severance pay, which shall nonetheless be an obligation of the Town under this contract.

B. Subject to the terms and conditions of this agreement, the Town agrees to pay the Town Administrator for his services rendered pursuant hereto in accordance with Exhibit A, payable in installments at the same time and in the same manner as other employees of the Town are paid.

C. If the Town Administrator continues in office after the expiration of this Agreement, and there is no successor agreement, he shall continue to receive the latest salary under this Section until such time as his salary shall be otherwise provided for by the Town. This Subsection shall survive the termination of this Agreement.

SECTION 5. PERFORMANCE EVALUATION

A. On or before the Board's first meeting in July of each year of this agreement, the Board shall meet with the Town Administrator to define a set of measurable and attainable goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Board's policy objectives. The Board shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual and capital budgets and appropriations provided.

B. The Board shall review and evaluate the performance of the Town Administrator starting December 1st, and complete in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed by the Board and the above-referenced goals and performance objectives set during the previous year. The Town Administrator shall have an opportunity to participate in the development of said criteria. Further, the Chairman of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of the Board and provide an adequate opportunity for the Town Administrator to discuss his evaluation with the Board. If the Board determines that the performance of the Town Administrator is unsatisfactory in any respect, they shall clearly describe in writing and in detail, specific instances of unsatisfactory performance. The evaluation shall include specific and clear

recommendations and timetables as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. The individual evaluation of Board members and the summary evaluation shall be made part of the Town Administrator's personnel file, subject to Section 23(e) of Chapter 30A of the Massachusetts General Laws.

C. In effecting the provisions of this Section, the Board and the Town Administrator, mutually agree to abide by the provisions of applicable law.

SECTION 6. HOURS OF WORK

Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job, the Town Administrator will be required to expend additional time beyond the normal work day, and the Town Administrator agrees to do same as is required. Such additional time includes but is not limited to time required to represent the Town at various meetings and events, meetings with the Board and other Town boards, commissions, departments, and time necessitated by emergency situations. It is acknowledged that the position of Town Administrator is that of an executive nature as that term is defined in the Fair Labor Standards Act and its rules and regulations. Accordingly, there shall not be paid overtime or additional compensation for said additional time. It is further understood that the Town Administrator's work hours shall be flexible in recognition of the additional time he may spend beyond the normal work day in the conduct of the Town's business.

SECTION 7. BENEFITS: HEALTH, DENTAL AND LIFE INSURANCE; VACATION, SICK LEAVE; VEHICLE ALLOWANCE

A. The Town agrees to provide health, dental and life insurance for Town Administrator and his dependents at a contribution rate equal to that extended to other employees of the Town.

B. The Town Administrator shall be entitled to 20 days paid vacation in each year of this Agreement. A maximum of two (2) weeks of unused vacation days may be carried over from one year to another. Any unused vacation leave remaining at the expiration of this Agreement (up to a maximum of two (2) weeks) shall carry over and be credited to the Town Administrator if this Agreement is extended.

C. The Town agrees to provide the Town Administrator with holidays, personal days, and sick days in accordance with the Town's Personnel Policies. In addition, any unused sick days that were credited to the Town Administrator during prior contract terms shall carry over to this contract and be usable by the Town Administrator.

D. Subject to annual budgetary appropriation, the Town Administrator shall be permitted to use the Electric Vehicle ("EV") Chargers located in the Town Hall parking lot, with such use not to exceed \$300 in a given month.

E. The Town agrees to provide a town cell phone for the Town Administrator for his professional use.

F. If the Town, either through Board or Town Meeting action, should change the Town's health insurance offer to include a more substantial payment in lieu of coverage incentive than is currently provided, the policy shall apply to the Town Administrator as it does to all other Town employees.

SECTION 8. DUES, SUBSCRIPTIONS, AND GENERAL EXPENSES

Subject to annual budgetary appropriation, the Town agrees to pay up to the sum of four thousand dollars (\$4,000.00) annually toward the professional dues, subscriptions, and conference expenses of the Town Administrator necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continuous professional participation, growth and advancement, and for the good of the Town. Such dues shall be limited, unless otherwise agreed to by the Board, to ICMA, MMMA, MMPA, and one civic organization of the Town Administrator's choice. The Town Administrator shall also be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events. Subject to prior approval of the Selectmen, the Town Administrator shall participate in at least one (1) continuing education or professional development course per contract year offered by the Massachusetts Municipal Association (MMA).

SECTION 9. INDEMNIFICATION

To the extent permitted by law, the Town shall defend, save harmless and indemnify the Town Administrator 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 his duties as Town Administrator, except for claims or damages arising from the grossly negligent acts of the Town Administrator, even if said claim has been made following his 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 Town Administrator. The Town shall pay all reasonable costs and reasonable expenses related thereto, including reasonable attorney fees. This indemnification shall also apply to the Town Administrator after he leaves the employment of the Town.

This section shall survive the termination of this Agreement.

SECTION 10. BONDING

The Town shall bear the full cost of any fidelity or other bonds required of the Town Administrator.

SECTION 11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Subject to this agreement, the Board, after discussion with the Town Administrator, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance, duties and responsibilities of the Town Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Act Establishing a Town Administrator and a Municipal Finance Department in the Town of Douglas, or any other law.

B. All provisions of the Town relating to earned leave, retirement and pension system contributions, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Town Administrator as they would to other employees of the Town, in addition to said benefits enumerated specifically for the benefit of the Town Administrator except as herein provided.

C. This Agreement shall prevail over any conflicting personnel provisions of the Town by-laws, rules and regulations.

SECTION 12. NO REDUCTION IN BENEFITS

The Town shall not at any time during the term of the agreement reduce the salary, compensation or other benefits of the Town Administrator, except to the degree such a reduction is across the board for all other employees of the Town under the Board of Selectmen's jurisdiction.

SECTION 13. NOTICES

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

Town:

Chairman, Board of Selectmen
Municipal Center
29 Depot Street
Douglas, MA 01516

Town Administrator:

Matthew J. Wojcik
1 Olin Howland Way
Westport, MA 02790

Alternatively, notices required pursuant to this agreement may be 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 left at the last and usual place of abode of the Town Administrator or as of date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 14. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Town Administrator.
- C. 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 and effect.
- D. For the purposes of the Fair Labor Standards Act, the Town Administrator shall be an "exempt employee."
- E. The failure of a party to insist on strict compliance with a term or provision of this agreement shall not constitute a waiver of any term or provision of this agreement.

IN WITNESS WHEREOF, the Town of Douglas, Massachusetts, has caused this agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Administrator has signed and executed this agreement, both in duplicate.

BOARD OF SELECTMEN
DOUGLAS, MASSACHUSETTS



Kevin D. Morse, Chairman



Michael E. Fitzpatrick, Vice Chairman



Timothy P. Bonin



Maxwell S. Postma



Ross I. Smith

8/29/2023

Date

ATTEST:



Town Clerk
(Seal)

APPROVED AS TO FORM

Town Counsel

I certify there is an appropriation to fund this contract

Town Accountant



Town Administrator

8/30/23

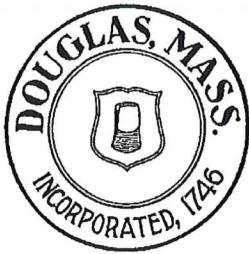
Date

Appendix A

Compensation Schedule Per Section 4. SALARY

Year 1	\$136,552.00 plus 20%	\$163,862.40
Year 2	\$163,862.40 plus 5%	\$172,055.52
Year 3	\$172,055.52 plus 5%	\$180,658.30

Evaluations will be conducted each year during the review process for potential increases.



TOWN OF DOUGLAS

OFFICE OF THE SELECTMEN
29 Depot Street • Douglas, MA 01516
Phone: 508-476-4000
Fax: 508-476-1070

Michael E. Fitzpatrick – Chairman
Timothy P. Bonin
Ross I. Smith
Maxwell S. Postma

Matthew J. Wojcik
Town Administrator

Lisa C. Freeman
Executive Assistant

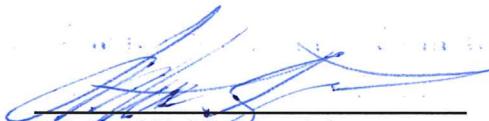
TOWN ADMINISTRATOR CONTRACT AMENDMENT APPROVED BY THE BOARD OF SELECTMEN ON TUESDAY, FEBRAURY 20, 2024

SECTION 7. BENEFITS: HEALTH, DENTAL AND LIFE INSURANCE; VACATION, SICK LEAVE; VEHICLE ALLOWANCE

SUBSECTION D. If at any time the EV Chargers located in the Town Hall parking lot are out of order, the Town Administrator shall be entitled to a vehicle allowance, subject to appropriation, in place of EV Charger usage permitted in the prior paragraph. The aggregate of the EV Charger usage and vehicle allowance shall not exceed \$300 per month. The vehicle allowance shall be paid at a rate of \$300 per month, prorated based on the number of days during a given month that the Town Administrator was unable to use the EV Chargers due to their being out of order. The vehicle allowance shall be paid at the end of each month of employment, and shall cover any and all costs associated with the usage of the Town Administrator's personal vehicle while conducting official business for the Town or representing the Town in any manner. This shall be in effect as of February 1, 2024.



Matthew J. Wojcik
Town Administrator



Michael E. Fitzpatrick
Board of Selectmen, Chairman

ATTEST:



Dorothy A. Russo
Town Clerk
(Seal)

