

Employment Contract

Town of Douglas

Executive Assistant to the Board of Selectmen and Town Administrator

July 1, 2025 – June 30, 2028

WHEREAS, The Town of Douglas (the "Town") and Lisa Freeman (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 Executive Assistant to the Board of Selectmen (and the Town Administrator ("Executive Assistant") from July 1, 2025 through June 30, 2028, and;

WHEREAS, The Town Administrator appointed Lisa Freeman to the role of Administrative Assistant pursuant to the authority provided by Section 1-2(c) of the Act Establishing a Town Administrator and Municipal Finance Department in the Town of Douglas (the "Act") on April 5, 2021, with compensation at the OA-5, Step 5 rate and title provided for in the compensation table of the Town, and;

WHEREAS, The Town Administrator subsequently revised the job description and title of the role to Executive Assistant, and Douglas Town Meeting approved a new compensation table with that title, and;

WHEREAS, the Town Administrator has determined, and the Employee agrees, after review of the job description and day-to-day duties of the Executive Assistant, that the role and responsibilities of the position include significant management level duties, and therefore are not well suited for hourly compensation, as follows:

1. The Executive Assistant manages confidential information, including records relevant to litigation, insurance claims, personnel, interests in real property, collective bargaining, ongoing investigations, and the day-to-day work product of the senior-most management authorities of the Town, which are not public records and may include any number of assumptions, forecasts or other information being researched and that do not yet reflect the formal policy stance of the Town;
2. The Employee is self-directed in the management of the licensing process for alcoholic beverages, cannabis, second-hand dealers and other business licenses;
3. The Executive Secretary oversees the building security for the municipal offices in the Municipal Center, is one of three people authorized and trained to restart the Town's information technology network(s) in the event of emergency, and is the principal point of contact for injured-on-duty and property claims with the Town's insurance providers, and;

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

NOW, THEREFORE, The Town and Employee, having been duly appointed to the role of Executive Assistant, enter into the following management ("exempt") 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 position as provided in her job description, appearing as Attachment A hereto and which is a part of this contract.

The Employee shall be subject to performance review in accordance with the exercise of her authority, duties and responsibilities as provided for above and with reference to her job description.

2) Duration, Integrity of Terms

This contract covers the terms of employment from July 1, 2025 to June 30, 2028, 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

It is the understanding of the Parties that the Employee, as a management level worker, is on call 24/7 unless excused for vacation, sick, bereavement or other benefit time. The Employee will be paid an annual salary pro-rated to each pay period, with no eligibility for overtime paid on an hourly basis.

For the period July 1, 2025 to June 30, 2026 (FY 2026), the Town shall pay the Employee a base salary of \$69,423.

From July 1, 2026 to June 30, 2027 (FY 2027), the Town shall pay the employee a base salary calculated as follows: the FY 2026 base salary plus the M-1, Step 10 base salary for FY 2027, as approved by Town Meeting and including any COLA provided to all non-union employees, divided by 2.

From July 1, 2027 to June 30, 2028 (FY 2028), the Town shall pay the employee a base salary equal to the salary rate for an M-1, Step 10 employee using the FY 2028 compensation chart approved by Town Meeting.

The Employee's salary for any year past FY 2026 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:

- a) Upon a favorable performance review that rises to the level of supporting a merit increase;
- b) 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;
- c) 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.

If any of the procedures outline above are used, the new salary figure shall be an amendment to this agreement, and shall be paid without reference to a COLA for that fiscal year.

The Employee shall be offered 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. The Employee shall provide documentation necessary to support the budget process.

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.

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 maintain an average of forty (40) hours per payroll week over the course of each fiscal year engaged with the duties of her office, inclusive of benefit time taken. The Employee shall submit bi-weekly timesheets with payroll submissions documenting her time. In lieu of hourly reporting, she may elect to use a format of days, where one day is equivalent to eight hours, and each fraction of a day is translated from a fraction of eight hours.

The Parties understand and agree that the Employee's position is frequently subject to deadlines, meetings, and emergency operations support that may require hours of work well in excess of the expected average. The Employee may ask for flex time away from the office, up to two work days per instance, without charging her benefit time accruals, with a written request to the Town Administrator. Approval of such requests will not be unreasonably withheld.

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 with the written permission of the Town Administrator. At no time shall the Employee's total accrued vacation time exceed 8 weeks (40 work days). Rolled over vacation time must be used within the first six months of the new fiscal year (December 31 of each year); time not taken will be deemed forfeited.

The Town shall allow the Employee to take up to three paid personal days per fiscal year. These days shall not accrue from one year to the next, and they shall have no financial value; unused time shall be deemed forfeited.

The Employee shall have 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

At the beginning of each fiscal year, the Employee will provide a set of goals to the BOS and Town Administrator that will advance the Town's financial interests and/or the operations of the BOS and Town Administrator's office. 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 based upon her job description, agreed upon annual goals, and an evaluation instrument mutually agreed to by the Parties. This review must occur prior to the submission of a budget for the following fiscal year and set a salary figure for the Employee. 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.

The Employee shall not be subject to review by a Town Administrator or member of the BOS who have not yet served six (6) full 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.

In the event the Employee voluntarily resigns her position with the Town before expiration of the term of this Agreement, she shall provide ninety (90) 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 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.

The Employee may be terminated at any time for malfeasance in office. Upon termination for malfeasance under the provisions of this section, all obligations of the Parties shall cease and this Agreement shall be void and without recourse to the Parties. 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.

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.

Employee / Executive Assistant

 6/4/25

Lisa C. Freeman

Date

Town Administrator

 6/4/2025

Matthew J. Wojcik

Date