

## **Memorandum of Understanding For the Douglas Finance Director**

This Memorandum of Understanding, made and entered into this 30th day of June 2015 by and between the Town of Douglas and Jeanne Lovett, hereinafter called "Finance Director" both understand and agree to the following:

The term of this agreement shall be from July 1, 2014 to June 30, 2017

All financial obligations of the Town in connection with this agreement are subject to Town Meeting Appropriation.

The terms of employment for the Finance Director shall be as follows:

1. 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 Auditor's Association (MMAAA).
2. 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 subject to authorization of the Town Administrator, including but not limited to the Annual MMAAA Conference.
3. The Finance Director will be granted a total of four (4) weeks of paid vacation per fiscal year, of which she shall be allowed to carry over up to three (3) weeks from one fiscal year to the next.
4. In the event the Town decides not to renew or extend the Finance Director's contract the Town shall give the Finance Director written notice six (6) months prior to the expiration of this contract.
5. The Town may suspend the Finance Director for just cause, stated in writing, with full pay and benefits at any time during the term of this Agreement by a minimum of four votes of the Board of Selectmen.

The Finance director may be terminated at any time for malfeasance in office. Upon termination for malfeasance under the provisions of this paragraph all obligations of the parties hereto 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. Termination for malfeasance requires a supermajority of the Board. The Employee will be granted the right to a public hearing and shall have the right to be represented by her legal counsel.

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 the duties of Finance Director the Town agrees to pay the Employee a lump sum equal to 120 days aggregate 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 or personal leave.

In the event the Finance Director voluntarily resigns her position with the Town before expiration of the aforesaid term of employment, then the Finance Director shall give thirty (30) days notice in advance unless the parties otherwise agree in writing.

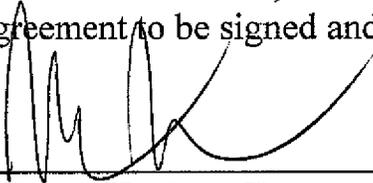
6. Effective July 1, 2014 the annual salary of the Finance Director shall be equal to Grade M-5 Step 7 as described in the Town's Personnel Classification and Compensation Plan (PCCP). The Finance Director shall be eligible for annual step and COLA increases in accordance with the (PCCP).
7. The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Finance Director, 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.
8. All other benefits shall be in accordance with the Personnel By-Laws and Personnel Policies of the Town of Douglas.

9. The Finance Director shall be appointed for a three (3) year term commencing on July 1, 2014.
10. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, bylaw or regulation
11. To the extent permitted by law, the Town shall defend, hold harmless and indemnify the Finance Director 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 as Finance Director, except for claims or damages arising from the grossly negligent acts of the Finance Director, 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 Finance Director. The Town shall pay all costs and expense related thereto, including attorney fees. This indemnification shall also apply to the Finance Director after she leaves the employment of the Town.

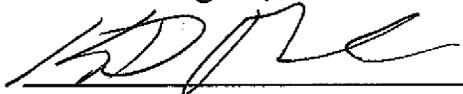
This section shall survive the termination of this agreement.

12. 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 of Douglas, Massachusetts, has caused this agreement to be signed and executed in its behalf by its Board of Selectmen:

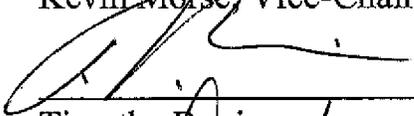


Michael Hughes, Chair

  
Finance Director

Kevin Morse, Vice-Chair

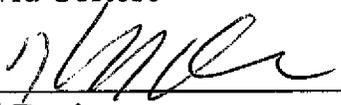
6/10/15  
Date



Timothy Bonin



David Cortese



Hal Davis

6/30/15  
Date