

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF CHELMSFORD
AND
DARLENE LUSSIER**

This Agreement is made effective as of the 25th day of September 2023 between the Town of Chelmsford (hereinafter, "Town"), a duly authorized municipal corporation, acting by and through its Select Board (hereinafter, "Board") and Darlene Lussier (hereinafter, "Town Accountant").

WHEREAS, the Town has the authority under M.G.L. Chapter 41 § 108N to contract with a Town Accountant for the terms and conditions of their employment;

NOW THEREFORE, this Agreement is entered into to set such terms and conditions of employment of the Town Accountant of the Town.

1. TERM:

The term of this Agreement shall be July 1, 2023 to June 30, 2026 unless sooner terminated in accordance with Section 11.

- a. For purposes of this Agreement, "year" shall mean a fiscal year. Any compensation earned or accrued on a yearly or annual basis shall be prorated in accordance with the portion of the year that the Town Accountant is employed by the Town.
- b. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of the Town Accountant at any time, subject only to the provisions set forth in Section 11 of this Agreement and the Town Charter.
- c. No later than ninety (90) days before the expiration date of this Agreement, the Town Accountant shall notify the Board in writing of their desire to negotiate the terms of a successor employment contract. Should the Town Accountant provide such notice, then the Board shall give the Town Accountant notice no later than sixty (60) days before the expiration date of this Agreement either that (1) the Board does not intend to renew the Town Accountant's contract for a subsequent term, in which case the Town Accountant's employment shall revert to coverage under the Town's Personnel Plan at the expiration of this Agreement or (2) the Board intends to negotiate a successor Agreement in which case a successor Agreement must be mutually agreed to and entered into by the parties before the expiration date, failing which the Town Accountant's employment shall revert to coverage under the Town's Personnel Plan on the expiration date unless mutually agreed otherwise by the parties in writing. Should the Town Accountant not provide the notice required under this provision, then the Town Accountant's employment shall revert to coverage under the Town's Personnel Plan at the expiration of this Agreement unless otherwise agreed to by the Town.

2. DUTIES:

The Town Accountant shall assume administrative control of and be responsible for all operational functions of the Accounting Department ("Department") including, but not limited to, record keeping of all financial transactions of the Town; processing of all bills, warrants, receipts, payroll and ledgers; supplying other Town departments with financial reports and payroll information; ensuring Town compliance with generally accepted accounting principals, federal and state laws, and Town Meeting authorizations; and any other related and relevant duties as may be assigned to the Town Accountant by the Board. A more detailed list of the Town Accountant's job duties are set forth in the their job description which may be amended, as necessary, by the Town and which is incorporated herein by reference.

3. HOURS OF WORK/JOB PERFORMANCE:

The Town Accountant shall be required to devote the amount of time necessary to effectively, professionally, and diligently discharge the duties of the position, and manage the affairs of the Department and the employees under their supervision. The Town Accountant's work week shall ordinarily coincide with the hours that the Town Hall is open to the public.

The Town Accountant is an exempt employee for the purposes of the Fair Labor Standards Act. It is recognized that in certain situations the Town Accountant may have to devote a great deal of time outside of the normal work week to properly discharge their duties, and to that end, the Town Accountant will be allowed a flexible work schedule. Such flexible schedule will allow, for example, the Town Accountant to take time off from work at their discretion, without such time being charged against available benefit leave time. The Town Accountant shall not be granted any compensatory time for hours worked.

The Town Accountant is to be available to the Town at all times of the day through the entire year, except during periods of illness, vacation or other leave, and acknowledges the need of the Town to have an efficient means of communication and contact with them, including when off duty or out-of-town, for any and all reasons.

The Town Accountant agrees to remain in the exclusive employ of the Town and shall not accept employment with any other employer, including but not limited to consulting, teaching, grant writing, etc. without the express written consent of the Board.

4. SPECIFIC ISSUES AND GOALS:

The Town Accountant acknowledges that their performance shall be judged by the accomplishment of specific goals and objectives including the successful completion of their Professional Development Plan ("PDP").

Annually, as part of the performance review process, the Board shall define such goals and performance objectives which, in consultation with the Town Accountant, are determined necessary for the proper operation of the Department and in attainment of the Town's policy objectives for the coming fiscal year. Further, the Board shall establish a relative priority among those various goals and objectives with such goals and objectives to be reduced to writing. Said goals and objectives shall generally be attainable within the time limitations as specified and the

annual operating and capital budgets and the appropriations provided.

In conjunction with their annual performance review, the Town Accountant shall submit their updated Professional Development Plan for review and approval for the coming fiscal year.

5. SALARY AND ANNUAL STIPEND:

The Town Accountant's annualized salary during the three (3) years of this contract shall be as follows:

FY24	\$148,000.00
FY25	\$153,920.00
FY26	\$160,076.00

Said salaries will be payable in installments at the same time and manner as other employees of the Town are paid.

In addition to these salary amounts, the Town Accountant shall receive an annual stipend of \$2,000.00 that is to be paid in the month of July each year for maintaining certification as a Massachusetts Certified Government Accountant.

6. FRINGE BENEFITS:

The Town Accountant shall be entitled to receive the same holiday, paid time off, longevity, insurance and other fringe benefits as other non-union employees are entitled to receive under the Town's Personnel Plan, subject to the same terms and conditions that are applicable to such benefits under the Personnel Plan.

7. PROFESSIONAL DEVELOPMENT:

- A. The Town agrees to pay for the registration, travel and subsistence expense of the Town Accountant for short courses and seminars that are necessary for the Town Accountant's professional development and for the good of the Town, subject to the availability of funds.
- B. The Town shall reimburse the Town Accountant for reasonable expenses for attendance at meetings of appropriate professional organizations.
- C. The Town agrees to budget and pay for the professional dues and subscriptions of the Town Accountant necessary for membership in relevant professional organizations.

8. GENERAL EXPENSES:

The Town will reimburse all legitimate expenses incurred by the Town Accountant as a result of the Town Accountant performing Town business related to their work. All incurred expenses must be documented by an acceptable receipt and approved by the Town Manager.

9. INDEMNIFICATION AND LITIGATION

The Town shall defend, save harmless, and indemnify, without limitation, the Town Accountant against any third-party tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act, or malfeasance or misfeasance, while the Town Accountant is acting in good faith within the scope of their duties, even if such claim has been made following their termination from employment. The Town shall pay the amount of any settlement or judgment rendered thereon (except for willful, intentional, or criminal acts or civil rights violations) and may compromise or settle any such claim or suit and pay the amount of any compromise or settlement.

In the event the Town Accountant has left the service of the Town, but has been called upon by the Town to provide testimony, document review or advice as an expert witness or party in litigation, the Town shall compensate the Town Accountant on a per diem basis by the payment of \$500.00 per day for such services. The Town shall also pay the ordinary and necessary expenses of air and ground transport, lodging, meals, fees and sundry items relative thereto.

The provisions of this Section shall not apply to disputes between the Town Accountant and the Town regarding the Town Accountant's employment or concerning any of the terms and provisions of this Agreement.

This Section shall survive any termination or expiration of this Contract.

10. DISCIPLINE:

The Board may, after notice and a hearing, suspend, discharge or otherwise discipline the Town Accountant for cause as defined in Section 11(b) of this Agreement. Notwithstanding any provision of this Agreement, in all instances of potential discipline or discharge, the Board, in their sole discretion, may place the Town Accountant on immediate paid administrative leave pending the outcome of the discipline or discharge process.

11. TERMINATION OF THIS CONTRACT:

This Contract may be terminated by either party as provided below:

(a) By mutual written consent signed by the Board and the Town Accountant, upon such terms and conditions as may be acceptable to both parties at the time of termination;

(b) By the Board for cause. "Cause" shall be defined as objective grounds which are not arbitrary and which are reasonably related to the Town's need to operate an efficient and effective Accounting Department including, but not limited to, misfeasance or malfeasance. In the event of such removal for cause, the Town shall have no obligation to pay any severance sum;

(c) By the Board without cause. In the event the Board wishes to terminate this Agreement without cause, the Board shall provide the Town Accountant written notice of termination of this Agreement a minimum of thirty (30) days in advance of the effective date of such termination. In addition, the Town shall issue to the Town Accountant

severance pay equal to three (3) months' salary. Said sum is to be paid as a lump sum at the time of termination; or

(d) By the Town Accountant upon not less than sixty (60) days' written notice to the Board. Until the effective date of termination under such circumstances, the Town Accountant shall continue to perform their duties and shall, if requested, cooperate with the Board in a search for a successor.

12. NOTICES:

Notices pursuant to this Contract shall be given personally in hand or by first-class mail, postage prepaid, addressed as follows, unless either party hereafter informs the other party in writing of a change of address:

TOWN:
Select Board
Chelmsford Town Hall
50 Billerica Road
Chelmsford, MA 01824

TOWN ACCOUNTANT:
Darlene Lussier
30 Needham St.
North Chelmsford, MA 01863

Notice shall be deemed as given as of the date of personal service or as the postage mark of such written notice as sent by first-class mail.

13. RIGHTS IN DEATH

Upon the death of the Town Accountant, the Town shall pay to their estate all compensation which would otherwise have been payable to the Town Accountant, up to and including the date of their death.

14. AMENDMENTS

This Agreement may be modified at any time in writing by the mutual consent of the parties executed in the same manner as this original Agreement.

15. ENTIRE CONTRACT

The text herein contains the entire Agreement of the parties. No prior understanding, oral interpretation, direction or change, unless executed in writing, shall be valid.

16. INTERPRETATION OF CONTRACT

This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts.

17. SEVERABILITY

Should any clause or provision of this Agreement be determined to be illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Chelmsford, Massachusetts has caused this Agreement to be signed and executed on its behalf by its Select Board and duly attested by its

Town Clerk, and the Town Accountant has signed and executed this Agreement, both in duplicate, the day and year first above written.

**TOWN OF CHELMSFORD,
Acting by and through its Select Board,**

Patricia Wojtas
Patricia Wojtas, Vice-Chair

Virginia Crocker Timmins
Virginia Crocker Timmins, Clerk

George R. Dixon, Jr.
George R. Dixon, Jr.

Erin Drew
Erin Drew

Date: 9/25/2023

Attested:

Town Clerk: Patricia C. Quinn

Date: 9/26/2023

Approved as to legal form:

Labor Counsel: Joseph Brui

Date: 9/29/23

TOWN ACCOUNTANT,

Darlene Lussier
Darlene Lussier

Date: 9-26-2023