

**EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF CHELMSFORD
AND
JOHN SOUSA, JR.**

This Agreement is made effective as of the 25th day of January 2024 between the Town of Chelmsford (hereinafter, "Town"), a duly authorized municipal corporation, acting by and through its Town Manager (hereinafter, "Town Manager") and John Sousa, Jr., Finance Director/ Treasurer-Collector (hereinafter, "Finance Director").

WHEREAS, the Town has the authority under M.G.L. Chapter 41 § 108N ½ to contract with a Treasurer-Collector 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 Finance Director/ Treasurer-Collector of the Town.

1. TERM:

The term of this Agreement shall be July 1, 2023 to June 30, 2028 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 Finance Director 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 Finance Director 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 Finance Director shall notify the Town Manager in writing of their desire to negotiate the terms of a successor employment contract. Should the Finance Director provide such notice, then the Town Manager shall give the Finance Director notice no later than sixty (60) days before the expiration date of this Agreement either that (1) the Town Manager does not intend to renew the Finance Director's contract for a subsequent term, in which case the Finance Director's employment shall revert to coverage under the Town's Non-Union Personnel Plan at the expiration of this Agreement or (2) the Town Manager 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 Finance Director's employment shall revert to coverage under the Town's Non-Union Personnel Plan on the expiration date unless mutually agreed otherwise by the parties in writing. Should the Finance Director not provide the notice required under this provision, then the Finance Director's employment shall revert to coverage under the Town's Non-Union Personnel Plan at the expiration of this Agreement unless otherwise agreed to by the Town.

2. DUTIES:

The Finance Director directly supervises the Treasurer-Collector's office staff, two division heads: the Chief Assessor, Information Technology Director, and is responsible for the indirect supervision of all Finance Department employees. Coordinates the development of the Town's annual operating budget and five-year capital improvement plan. Manages the billing and collection of all taxes, special assessments, fees, and all other municipal revenues. Oversees the deposit and investment of all Town funds, related financial transactions, and the reconciliation of all accounts at banks and other financial institutions. Plans and directs all aspects of the Town's borrowing activities and bond issues. Provides financial forecasts and projections as required. A more detailed list of the Finance Director's job duties are set forth in 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 Finance Director 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 Finance Department and the employees under their supervision. The Finance Director's work week shall ordinarily coincide with the hours that the Town Hall is open to the public.

The Finance Director is an exempt employee for the purposes of the Fair Labor Standards Act. It is recognized that in certain situations the Finance Director 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 Finance Director will be allowed a flexible work schedule. Such flexible schedule will allow, for example, the Finance Director to take time off from work at their discretion, without such time being charged against available benefit leave time. The Finance Director shall not be granted any compensatory time for hours worked.

The Finance Director 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 Finance Director 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 Town Manager.

4. SPECIFIC ISSUES AND GOALS:

The Finance Director 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 Town Manager shall define such goals and performance objectives which, in consultation with the Finance Director, 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 Town Manager 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 Finance Director shall submit their updated Professional Development Plan for review and approval for the coming fiscal year.

The Finance Director shall maintain certification as a Massachusetts Municipal Treasurer (CMMT) and Massachusetts Municipal Collector (CMMC) through the Massachusetts Collectors and Treasurers Association.

5. SALARY:

The Finance Director's annualized salary during the five (5) years of this contract shall be as follows:

FY24	\$175,000.00
FY25	\$182,000.00
FY26	\$189,280.00
FY27	\$196,851.00
FY28	\$204,725.00

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

6. FRINGE BENEFITS:

The Finance Director 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 Non-Union Personnel Plan, subject to the same terms and conditions that are applicable to such benefits under the Non-Union Personnel Plan.

7. PROFESSIONAL DEVELOPMENT:

- A. The Town agrees to pay for the registration, travel and subsistence expense of the Finance Director for short courses and seminars that are necessary for the Finance Director's professional development and for the good of the Town, subject to the availability of funds.
- B. The Town shall reimburse the Finance Director 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 Finance Director necessary for membership in relevant professional organizations.

8. GENERAL EXPENSES:

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

9. INDEMNIFICATION AND LITIGATION

The Town shall defend, save harmless, and indemnify, without limitation, the Finance Director 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 Finance Director 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 Finance Director 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 Finance Director 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 Finance Director and the Town regarding the Finance Director'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 Town Manager may, after notice and a hearing, suspend, discharge or otherwise discipline the Finance Director 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 Town Manager, in their sole discretion, may place the Finance Director 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 Town Manager and the Finance Director, upon such terms and conditions as may be acceptable to both parties at the time of termination;

(b) By the Town Manager 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 Finance 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 Town Manager without cause. In the event the Town Manager wishes to terminate this Agreement without cause, the Town Manager shall provide the Finance Director 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 Finance Director 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 Finance Director upon not less than sixty (60) days' written notice to the Town Manager. Until the effective date of termination under such circumstances, the Finance Director shall continue to perform their duties and shall, if requested, cooperate with the Town Manager 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:
Town Manager
Chelmsford Town Hall
50 Billerica Road
Chelmsford, MA 01824

FINANCE DIRECTOR/
TREASURER-COLLECTOR:
John Sousa, Jr.
88 Carlisle St.
Chelmsford, MA 01824

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 Finance Director, the Town shall pay to their estate all compensation which would otherwise have been payable to the Finance Director, 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 Town Manager, and the Finance Director/ Treasurer-Collector has signed and executed this Agreement, both in duplicate, the day and year first above written.

**TOWN OF CHELMSFORD,
Acting by and through its Town Manager,**



Paul E. Cohen, Town Manager

**FINANCE DIRECTOR/
TREASURER-COLLECTOR,**



John Sousa, Jr.

Date:

1-25-24

Date:

1/25/2024