

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF FOXBOROUGH AND MARIE ALMODOVAR
FINANCE DIRECTOR**

This Agreement is entered into this 23rd day of May 2023, by and between the Town of Foxborough Massachusetts a municipal corporation with a principal place of business of 40 South Street, Foxborough, MA (“Town”), acting through its duly elected Board of Selectmen (“Board”) and Marie Almodovar, (“Ms. Almodovar”);

WHEREAS, the Town desires to appoint Ms. Almodovar to serve in the position of Finance Director/Town Accountant;

WHEREAS, the Town recognizes Massachusetts General Laws, Chapter 41, Section 108N for negotiating an employment agreement for the position of Finance Director/Town Accountant;

WHEREAS, the parties recognize Town of Foxborough Charter, Article VI, Section §§20-19 through §§20-22 and incorporates its terms by reference herein;

WHEREAS, Ms. Almodovar agrees to undertake and duly perform the duties of said position of Finance Director in good faith and in accordance with the terms of this Agreement;

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

Section 1. Duties.

- 1.1 The Town agrees to employ Ms. Almodovar in the position of Finance Director/Town Accountant. The Finance Director/Accountant shall be responsible to the Board of Selectmen in accordance with Article VI of the Town Charter, and any other applicable Article(s). The Finance Director/Accountant is the executive officer of the Finance Department and exercises direction, supervision and control of the Finance Department in accordance with such policies and programs as may, from time to time be implemented by the Town Manager. In exercising these responsibilities, the Finance Director reports to the Town Manager and is aware of the statutory responsibilities of the Board of Assessors and Town officers and within these areas consults to ensure that these responsibilities are properly exercised.
- 1.2 Ms. Almodovar’s duties and responsibilities further encompass those statutory obligations arising pursuant to Massachusetts General Laws Chapter 41, Section 55 and any other applicable statute, law, rule or regulations regarding the position of Town Accountant;
- 1.3 The Finance Director/Town Accountant’s duties and responsibilities shall include, but are not limited to, those duties and responsibilities listed in the job description attached as Attachment A hereto. Further, the Finance Director/Accountant shall perform any other legally permissible and proper duties and functions as the Town Manager and/or Board of Selectmen and/or may from time to time assign.
- 1.4 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to rescind or terminate the appointment of Finance Director/Accountant in accordance with the terms of this Agreement.

Section 2. Indemnification.

- 2.1 Town shall provide indemnification and legal defense for the Ms. Almodovar in accordance with Massachusetts General Laws Chapter 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Ms. Almodovar, so long as the Town would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. Ms. Almodovar shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to any claim.
- 2.2 This Section shall survive the termination of this Agreement.

Section 3. Term and Compensation.

- 3.1 Term: The term of this agreement shall be from July 1, 2023 through June 30, 2026, unless sooner terminated in accordance with the provisions hereof. Ms. Almodovar agrees to remain in the exclusive employ of the Town during the term of this Agreement.
- 3.2 Annual Salary: Subject to the terms and conditions of this Agreement, and while she is engaged as and performing the duties of Finance Director/Town Accountant, the Town agrees to pay Ms. Almodovar for her services rendered pursuant hereto an annual salary, as shown below:
- From July 1, 2023 – June 30, 2023, the Finance Director/Town Accountant's annual salary shall be one hundred and fifty-five thousand dollars (\$155,000).
- Effective July 1, 2024, the annual salary will increase two and one half percent (2.5%).
- Effective July 1, 2025, the annual salary will increase two and one half percent (2.5%).
- 3.3 The Finance Director/Town Accountant recognizes and agrees that she will not be entitled to any salary increases or changes in benefits accorded to other town employees unless the Board agrees to the same by an amendment to this Agreement. To that end, the terms of this Agreement shall supersede and prevail over any terms and conditions of any applicable by-laws or policies of the Town of Foxborough except where otherwise specifically provided.
- 3.4 Appropriation requests sufficient to fund this agreement shall be made to Town Meeting.

Section 4. Hours of Work

- 4.1 Except as otherwise authorized, the Finance Director/Town Accountant shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.
- 4.2 Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Finance Director/Town Accountant may have to expend additional time beyond the normal work day, and Ms. Almodovar agrees to do same. The Town shall require the Finance Director/Town Accountant to be physically present at the office at Town Hall during the normal workday unless her absence therefrom is authorized in advance by the Town Manager, or unless she is on sick leave or vacation leave.

- 4.3 It is acknowledged that the position falls under the "Executive Exemption" for the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for any time worked in excess of forty (40) hours per week.

Section 5. Suspension, Termination, Non-Renewal.

- 5.1 Suspension: The Town may suspend the Finance Director/Town Accountant for cause, without pay, at any time during the term of this Agreement. Paid administrative leave shall not be considered a suspension under this Agreement, and the Town retains the right to place Ms. Almodovar on such leave for any reason.
- 5.2 Termination. The Finance Director/Town Accountant may be removed by the Board of Selectmen for good cause after a hearing by the Board or its designee. "Good cause" under this Agreement shall be defined as failure to meet performance goals or misconduct in violation of any law or Town policy, whether such misconduct occurs on or off-duty.
- 5.3 Resignation. In the event the Finance Director/Town Accountant voluntarily resigns from her position with the Town before expiration of the term of employment provided for herein, the Finance Director/Town Accountant shall give the Town two (2) months' notice in advance unless the parties otherwise agree.
- 5.4 Non-Renewal. In the event the Town intends not to renew this Agreement, it shall provide notice to Ms. Almodovar at least three (3) months prior to the expiration of the Agreement.

Section 6. Performance Evaluation

- 6.1 Annually, the Town Manager and the Finance Director/Town Accountant shall define such goals and performance objectives, and the Finance Director/Town Accountant's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Town's policy objectives. The Town Manager shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Finance Director/Town Accountant shall prepare and submit for the Town Manager's approval goals and objectives which shall be signed by both parties and shall be attached to and become a part of this Agreement.

The Town Manager, with the assistance of the Human Resources Director, shall review and evaluate the performance of the Finance Director/Town Accountant annually in July in accordance with the aforesaid goals and objectives and any other specific personal performance criteria and goals developed jointly by the Town Manager and the Finance Director/Town Accountant, and submit said review and evaluation to the Board of Selectmen.

Section 7. Vacation, Holiday, Personal Leave, Sick Leave and Stipends

- 7.1 The Finance Director/Town Accountant shall be credited with four (4) weeks of vacation leave per fiscal year, which shall be granted on July 1st.
- 7.2 With the approval of the Town Manager, the Finance Director/Town Accountant may carry over up to five (5) days of vacation into the following year. Subject to the terms and conditions of this agreement, upon termination the Finance Director/Town Accountant shall be paid for all unused vacation leave upon separation.

The parties acknowledge that, at the time of this Agreement, the Finance Director/Town Accountant currently has ten (10) days of unused vacation leave through June 30, 2023. The parties agree that the Finance Director/Town Accountant may roll over up to five (5) days of vacation leave into fiscal year 2024 and will be compensated for any remaining unused vacation leave in the pay period following June 30, 2023, up to a maximum of five (5) days.

- 7.3 The following shall be paid holidays for the Finance Director/Town Accountant: New Year's Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Veteran's Day, Patriot's Day, Thanksgiving Day, Memorial Day, Juneteenth, Christmas Day, and Independence Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on the subsequent Monday.
- 7.4 The Finance Director/Town Accountant shall accrue 1.75 days of sick leave per month and shall retain her current sick leave accruals. The Finance Director/Town Accountant may accrue a maximum of one hundred and fifty (150) days of sick leave total. Excessive absenteeism, for which the Finance Director/Town Accountant shall be given adequate advance written warnings, shall be grounds for disciplinary action, up to and including termination. The Finance Director/Town Accountant shall notify the Town Manager when absent due to illness and maintain a record of all time off taken due to illness.
- 7.5 The Finance Director/Town Accountant shall receive four (4) days personal leave per year on July 1 of each year of this Agreement. The Finance Director/Town Accountant may not carry over unused personal leave into a subsequent fiscal year. Said emergency or personal leave days are not eligible for buyback upon resignation or termination.
- 7.6 In the event of the death of a member of the Finance Director/Town Accountant's immediate family, she shall be allowed three (3) days off without loss of pay. "Immediate family" shall be defined as a parent, sibling, child, grandchild, mother-in-law, father-in-law or spouse of a sibling.
- 7.7 Subject to the approval of the Town Manager, the Town agrees to pay for dues, subscriptions, registration, travel and subsistence expenses for memberships, conferences, short courses, institutes and seminars that are necessary for the professional development of the Finance Director/Town Accountant.
- 7.8 The Finance Director/Town Accountant shall receive an annual stipend of one thousand and one hundred dollars (\$1,100) for maintaining her certification as a Certified Governmental Accountant.
- 7.9 The Finance Director/Town Accountant shall receive a monthly stipend of fifty dollars (\$50) for the use of her personal cell phone for Town business.

Section 8. Health and Life Insurance

- 8.1 The Finance Director/Town Accountant (which term in this context under this provision shall include her dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Foxborough on the same basis as other Town employees.

Section 9. General Provisions

- 9.1 If any provision, or any portion thereof, contained in this Agreement, is held unconstitutional, invalid, 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.
- 9.2 This Employment Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.
- 9.3 The Finance Director/Accountant warrants she has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict with the providing of services.
- 9.4 This agreement shall become effective commencing July 1, 2023.
- 9.5 The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.
- 9.6 This Agreement 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.

Section 10. Bonding

- 10.1 The Town shall bear the full cost of any fidelity or other bonds required of the Finance Director/Town Accountant under any law, bylaw or regulation.

Section 11. Notices

- 11.1 Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, First Class Mail, postage prepaid, addressed as follows:

Town: Board of Selectmen
40 South Street
Foxborough, MA 02035

Finance Director/Town Accountant: Marie Almodovar
30 Stoneybrook Drive, Apt. 1
Millis, MA 02054

IN WITNESS WHEREOF, the Town of Foxborough Massachusetts has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen, and duly attested by its Town Clerk, and the Finance Director/Accountant has signed and executed this Agreement, both in duplicate, on the day and year first written above.

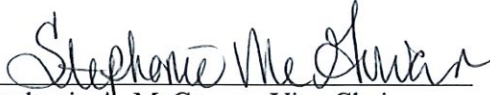
For the Town of Foxborough:



Mark S. Elfman, Member

5/23/23

Date



Stephanie A. McGowan, Vice Chair

5/23/23

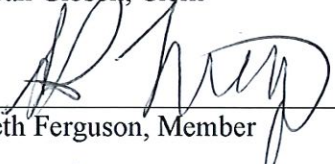
Date



Leah Gibson, Clerk

5/23/23

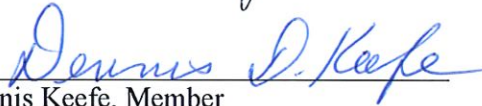
Date



Seth Ferguson, Member

5/23/23

Date



Dennis Keefe, Member

5/23/23

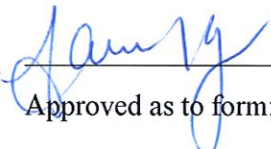
Date



John W. Coderre, Town Manager

5/24/23

Date



Approved as to form: Town Council



Attested: Town Clerk

Dated: May 24, 2023

Finance Director/Accountant:



Marie Almodovar

Dated: 5/24/23