

**Personal Services Contract**

**Between**

**The Town of Ayer**

**And**

**Amanda Lewis  
Benefits and Payroll Manager**

**September 12, 2022 – June 30, 2025**

**A. PREAMBLE**

THIS AGREEMENT, made as of July 29, 2022 by and between the Town of Ayer, acting by and through their Town Manager, hereinafter referred to as “Manager”, and Amanda Lewis of Ayer, Massachusetts, hereinafter referred to as “Lewis”.

In consideration of the promises contained herein, the parties hereto mutually agree as follows:

**B. EMPLOYMENT**

The Town of Ayer hereby agrees to employ Lewis and to appoint her to the position of Benefits and Payroll Manager pursuant to Massachusetts General Laws Chapter 79 of the Acts of 2018, Lewis hereby accepts employment on the following terms and conditions.

**C. DUTIES**

Lewis shall fulfill all the duties and responsibilities of the Benefits and Payroll Manager as set forth in the Town’s job description for the position as well as in accordance with all applicable federal and state laws as well as local bylaws. Lewis shall work under the administrative supervision of the Town Manager and under the policy direction of the Select Board.

**D. TERMS**

Lewis shall be appointed pursuant to Chapter 79 of the Acts of 2018 for a multi-year contract beginning September 12, 2022 and ending on June 30, 2025. The contract shall be extended for successive three-year periods on recommendation of the Town Manager in consultation with the Select Board unless the Town decides to terminate the contract in accordance with the non-reappointment clause of this contract.

It is expressly understood and agreed that a decision to not reappoint Lewis on the expiration of this Contract, or any renewal or extension thereof shall not be construed as a dismissal.

Either party may request that the provisions of this contract be renegotiated for any extensions beyond. The parties hereby agree that said negotiations shall commence on or before February 1, 2025 of the final year of the contract.

It is expressly understood that the terms and conditions of the expiring contract shall stay in full force and effect until new terms and conditions, if any, are negotiated and signed by the parties.

#### **E. RESIGNATION, NON-REAPPOINTMENT, DISCIPLINE**

1. Resignation

In the event, that Lewis desires to terminate this contract before the term of service expires, she may do so by giving the Town Manager a forty-five (45) days' notice in writing.

2. Non-Reappointment

The Town Manager in consultation with the Select Board shall have the right to not reappoint Lewis to this position, without cause, on June 30, 2025, as long as the following conditions have been met:

- a. Lewis shall have been formally evaluated by the Town Manager, using the Town's Performance Evaluation System as further detailed in section K of this agreement, and notified, in writing, of the Town's intention not to reappoint, and the reasons therefore, prior to January 1, 2025. Said notification shall be made via certified mail, return receipt requested, to her residence or may be delivered in hand and;
- b. Lewis shall be paid severance in a lump sum cash payment in an amount equal to (4) months of her salary. Said payment shall be made to Lewis on or before her last day of employment. This severance provision shall be waived if Lewis starts a new job that is economically comparable to the position in Ayer, after said notice of non-renewal but before June 30, 2025 of the final contract year.

3. Reprimand or Suspension

The Town Manager may reprimand or suspend Lewis for just cause (with or without pay and with or without benefits) at any time during the term of the contract after:

- a. Written notice of a hearing with the Select Board to be held to consider such reprimand or suspension is sent to Lewis at least two (2) business day (for a reprimand) and ten (10) business days (for a suspension) prior to such hearing; the notice includes a list of charges warranting consideration of reprimand or suspension, and the notice is sent via certified mail, return receipt requested, to her residence or may be delivered in hand, and;
- b. A duly noticed hearing with the Town Manager and Select Board.

4. Dismissal

The Town Manager may dismiss Lewis only for just cause at any time during this contract after:

- a. Written notice of a hearing with the Select Board and Town Manager to be held to consider dismissal is sent to Lewis at least fifteen (15) business days prior to such hearing, the notice to include a list of charges warranting consideration of dismissal, and the notice is sent via certified mail, return receipt requested, to her residence or may be delivered in hand, and;
- b. A duly noticed hearing with the Select Board and Town Manager.

5. Appeal

For administrative remedies, Lewis shall have the right of appeal from a reprimand, suspension or dismissal as provided for in the Personnel Policies and Procedures Manual.

Lewis shall continue to receive her full salary and benefits until any such appeal in accordance with the Personnel Policies and Procedures Manual has been exhausted.

Lewis shall have the right of appeal from either suspension or dismissal to the Superior Court under the provisions of MGL Chapter 249, sec. 4 on the standard that requires sufficient evidence on the record to justify any discipline action taken by the Town Manager. Lewis would have equal access to the courts under contract law with regard to any breach of contract. Any such legal action would be at Lewis' own expense.

**F. COMPENSATION**

The position of Benefits and Payroll Manager is classified on the Town's Non-Union Personnel Classification and Compensation Grid as a GRADE 11.

Lewis shall be paid bi-weekly at the annual salary rate of \$69,035.20 (GRADE 11, Step 3) effective September 12, 2022.

Lewis shall receive a step increase (from Step 3 to Step 4) on July 1, 2023 subject to the receiving a satisfactory annual performance review; Lewis shall receive a step increase (from Step 4 to Step 5) on July 1, 2024 subject to receiving a satisfactory annual performance review.

Lewis shall receive any Cost-of-Living Adjustment(s) (COLAs) as authorized by Town Meeting for the duration of this contract.

Lewis shall have the right to request a contract wage reopener once each fiscal year of the contract for the purposes of discussing/negotiating wages only. Lewis must make the request in writing to the Town Manager.

**G. HOURS OF WORK**

Lewis agrees to devote that amount of time and energy which is reasonably required to faithfully perform the duties of Benefits and Payroll Manager. It is also recognized that this

position frequently requires evening work and further that carrying out the responsibility of the position requires at times for the Benefits and Payroll Manager to attend off-site meetings at the direction of the Town Manager.

## **H. BENEFITS**

### Vacation

Lewis shall be granted four (4) weeks (20 days) of vacation leave effective September 12, 2022, with said time being available at the start of each Fiscal Year, with the understanding that she would be eligible for buyback of unused vacation days only as allowed under the Personnel Policy & Procedures Manual. Lewis shall not take more than two (2) weeks consecutively without prior approval of the Town Manager.

### Sick Days, Personal Days and Holidays

Lewis shall be granted sick, personal and holiday leave as per the Personnel Policy & Procedures Manual.

Upon termination of service, unused sick days have no monetary value.

### Professional Liability

The Town agrees to furnish, at its expense, professional liability insurance for the Benefits and Payroll Manager with liability limits of One Million (\$1,000,000) Dollars.

### Insurance

Lewis shall be offered enrollment in the Town of Ayer's health insurance plan. The Town shall pay the same premium for such plan as it does for other town non-union employees. Lewis shall be offered enrollment in the Town of Ayer's basic life insurance plan. The Town shall pay the same premium for such plan as it does for other non-union town employees. Any additional life insurance offered by the Town may be purchased at Lewis' expense.

### Automobile Allowance

Lewis shall receive reimbursement at the standard IRS mileage rate to cover all of Lewis' official duty travel miles in her personal vehicle according to the Town of Ayer's Policy.

### Retirement Benefits

Lewis shall be eligible to participate in the Town's retirement system.

#### Leave of Absence

Lewis shall be granted such leave, including but not limited to, Family Medical Leave; Small Necessities Leave; Paternity Leave; jury duty leave; military leave and other leave as required by law.

#### Longevity

Lewis shall receive annual longevity payments in accordance with the provisions set forth by the Town's Personnel Policies and Procedures Manual.

#### Notary Public Stipend

Lewis shall receive an annual stipend of \$200 for being a Notary Public in good standing and for performing Notary Public Services for the Town. The Town shall reimburse Lewis for the costs associated with obtaining the Notary Public.

#### Other Benefits

Lewis shall receive all other benefits offered to all non-union, exempt employees in the Town of Ayer.

### **I. INVALIDITY**

If any paragraph, part of, or rider to this contract is found invalid, it shall not affect the remainder of the contract, but said remainder of the contract shall remain in full force and effect.

### **J. ENTIRE AGREEMENT**

This contract embodies the entire agreement between the Town and Lewis and there are no other inducements, promises, terms and conditions, or obligations made or entered into by either party other than those contained herein. This contract may not be changed except in writing and signed by the parties.

### **K. PERFORMANCE EVALUATION**

The Town Manager shall conduct an annual performance evaluation of Lewis in accordance with the Town's Performance Evaluation System and the standard Personnel Evaluation Form attached to this contract with mutually agreed performance measures, goals, and objectives. Said personnel evaluations will become part of Lewis' official Personnel File with the Town.

**L. APPROPRIATION OF AYER TOWN MEETING**

The funding of this Employment Contract is subject to the appropriation of funding by the Ayer Town Meeting.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this contract, in duplicate, as of the date first written above 2022).

TOWN OF AYER



Robert A. Pontbriand, Town Manager

BENEFITS AND PAYROLL MANAGER



Amanda Lewis

Benefits and Payroll Manager

Date: 7/29/2022

Date: 7/29/2022

*This Personal Services Contract was Reviewed and Ratified by the Ayer Select Board on August 16, 2022.*

Cc: Employee's Personnel File