

TOWN MANAGER EMPLOYMENT AGREEMENT

BETWEEN

TOWN OF FOXBOROUGH AND WILLIAM G. KEEGAN, JR.

THIS AGREEMENT is made pursuant to Chapter 41, Section 108N of the Massachusetts General Laws between the Town of Foxborough ("Town"), acting by and through its Board of Selectmen, ("Board"), and William G. Keegan, Jr. ("Keegan" or "Town Manager") for Keegan to be employed as the Foxborough Town Manager.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 - FUNCTIONS AND DUTIES OF THE TOWN MANAGER

The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in St. 2004, c. 5, "An Act Providing for a Selectmen-Town Manager Form of Government in the Town of Foxborough" ("Town Manager Act"), the Town's By-Laws and such other duties as the Board shall from time to time legally assign to him.

SECTION 2 - TERM OF CONTRACT

This Agreement shall be for the term beginning between July 1 and ending June 30, 2020.

The Parties may agree to an extension of the agreement for a single, two-year term---July 1, 2020 through June 30, 2022---under the following conditions:

- A. Between July 1 and July 31, 2019, the Town Manager shall notify the Board in writing of his intention to request an extension to the existing agreement. Part of this request would be to request that the parties immediately begin the process of negotiating the terms of this extension.
- B. The Board shall notify the Town Manager in writing within (30) thirty days following the receipt his request of its intention to negotiate and extend the agreement by two years. If the Board is not willing to extend the agreement with the Town Manager for two additional years or, if the parties are unable to reach an agreement by September 30, 2019, the remaining months of the existing Agreement shall serve as notice to the Town Manager and the agreement will expire on June 30, 2020. This provision shall not limit the parties from continuing to negotiate during the notice period.

SECTION 3 -REMOVAL AND SEVERANCE PAY

- A. The Board may remove The Town Manager during the term of this Agreement, by a majority vote of the full Board.

A timely notice by the Board not to extend the Contract as described in Section 2-B above shall not constitute a removal.

- B. Except where the removal is for cause related to misconduct in office, if the Town Manager is removed by the Board of Selectmen prior to the expiration of the term of this Agreement the Town agrees that it shall pay to the Town Manager six (6) months of severance pay, as well as unused vacation time. The Board will have the option of meeting that obligation by keeping the Town Manager on the regular payroll or providing him with a lump sum payment, or a combination thereof. If the removal is cause related to misconduct in office, the Town Manager shall not be entitled to severance pay.
- C. The Agreement shall be deemed to be terminated upon the Town Manager's removal and all rights and benefits shall cease, except for the Town Manager's entitlement to severance pay (if applicable) and unused vacation pay and post-removal indemnification as set forth in Section 11.
- D. In the event that the Town Manager voluntarily resigns his position as Town Manager with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town three (3) months written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. Said resignation shall not take effect until three (3) months after the date written notice is given to the Town. The Town Manager will cooperate fully with the Board in the transition related to his departure.

SECTION 4 - SALARY

- A. Effective July 1, 2017, the Town agrees to pay the Town Manager for services rendered under this Agreement an annual base salary of \$192,610 (one hundred and ninety-two thousand, six hundred and ten dollars) following a successful performance evaluation by the Board of Selectmen. Such salary shall stay in effect through June 30, 2018. It will be payable in the same installments as other employees of the Town are paid.
- B. Effective July 1, 2018, the Town agrees to pay the Town Manager \$197,425 (one hundred ninety-seven thousand, four hundred twenty-five dollars) as a salary, following a successful performance evaluation by the Board of Selectmen. Such salary shall stay in effect through June 30, 2019. It will be payable in the same installments as other employees of the Town are paid.
- C. Effective July 1, 2019, the Town agrees to pay the Town Manager \$202,360 (two hundred two thousand, three hundred sixty dollars) as a salary, following a successful performance evaluation by the Board of Selectmen. Such salary shall stay in effect through June 30, 2020. It will be payable in the same installments as other employees of the Town are paid.

SECTION 5 - TOWN MANAGER EVALUATION

- A. Beginning no later than July 1, 2017, and annually thereafter, the Board and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Boards policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.
- B. The Board shall review and evaluate the Town Manager for the time period beginning July 1, 2017 and ending approximately June 30, 2018, and then every year thereafter. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Chairman of the Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss his evaluation with the Board. The evaluation shall be part of the Town Manager's personnel file.
- C. The Board and the Town Manager will work together to come up with an evaluation document(s) to be used for the evaluation of the Town Manager.

SECTION 6 - HOURS OF WORK

The Town Manager will devote full time and attention to the business of the Town and will not engage in any other employment, except with the approval of the Board. It is recognized that the Town Manager will be required to work at Town Hall during normal Town Hall business hours, unless engaged in the Town's business outside of Town Hall, and devote a great deal of time outside normal business hours to the business of the Town, and to that end the Town Manager will be allowed to take reasonable compensatory time off when it does not interfere with the operations of the Town. The Town Manager shall accurately record all time off to be charged to vacation, sick, compensatory time or other paid leave and provide it to the Board upon request.

SECTION 7 - HEALTH INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, FUNERAL LEAVE, JURY DUTY

- A. The Town Manager shall be eligible to enroll in the Town's health insurance program under the same terms as other Town employees, including the premium split of 70%-30% for HMOs and 50%-50% for PPOs and as set forth in the Town's 2013 Public Employee Committee Agreement. The Town shall also provide the Town Manager access to dental insurance on the same terms as access is provided to other non-bargaining unit, general government employees.
- B. The Town Manager will be entitled to 20 (twenty) days of paid vacation for each year of this Agreement. The Town Manger may carry over up to 10 (ten) days of unused vacation from one fiscal year to the next and, to have up to five (5) days of carried over vacation bought back each year from the Town. Vacation compensated

in cash shall be at the Town Manager's daily rate of compensation. (Annual salary/52/40x8).

C. The Town Manager will be credited with the 150 day sick days he has accrued in his prior employment upon commencement of his full time employment with the Town. He shall then be credited with 1.25 (one and a quarter) sick days for each month of service, but at no time will his sick leave accrual exceed 150 days. No sick leave will be bought back from the Town Manager.

D. The Town Manager shall receive the following days off with pay as Holidays:

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	Day after Thanksgiving
Independence Day	Christmas Day

If a holiday falls on a day that the Town Manager is using paid vacation or is required to work a full Holiday due to an emergency, he will be allowed to take another day off with pay.

E. Upon the death of the Town Manager's spouse or children, the Town Manager will be granted leave of up to five (5) working days without loss of pay. Upon the death of the Town Manager's mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren or a member of the immediate household, the Town Manager will be granted leave of up to three (3) working days without loss of pay.

F. The Town Manager shall receive four (4) days of personal leave each contract year. Personal days must be used in the time period/year in which they are accrued and will not be bought back.

G. In the event that the Town Manager serves as a juror in a Federal Court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.

H. The Town Manager will advise the Board whenever he intends to take leave of any type for more than three (3) consecutive days.

SECTION 8 -ELECTRONIC DEVICES, EXPENSES, PROFESSIONAL DEVELOPMENT,
DUES AND SUBSCRIPTIONS

The Town shall provide, and pay any bills related to, a smart-phone, a tablet computer and a laptop for the Town Manager to perform *his* duties for the Town. The use must be consistent with Town policies.

The Town Manager shall be reimbursed for any expenses (other than reimbursement for mileage for use of *his* personal vehicle) incurred in the performance of *his* or her duties, or as an official representative of the Town, including attendance by him at civic or social events.

Subject to the approval of the Board, the Town agrees to pay annually for dues, subscriptions, registration, travel and subsistence expenses for memberships, conferences, short courses, institutes and seminars that are necessary for *his* professional development, as approved by the Board of Selectmen, including without limitation the ICMA Annual Conference, the Massachusetts Municipal Association Annual Conference and the Massachusetts Municipal Managers' Association Annual Spring Conference. Time spent in professional development activities shall not be deducted from vacation leave.

SECTION 9 -LIFE OR DISABILITY INSURANCE CONTRIBUTION

Beginning July 1, 2017, the Town shall reimburse the Town Manager up to \$4,000 (four thousand dollars) in each fiscal year of the Agreement toward the cost of *him* securing personal life and/or disability insurance.

SECTION 10- AUTOMOBILE

The Town Manager shall receive a car allowance of \$334 (three hundred and thirty four dollars) per month. However effective on July 1, 2018, the monthly amount of car allowance shall increase to \$500 (five hundred dollars) per month for the remaining term of this agreement. The Town Manager shall be responsible for keeping mileage records for Internal Revenue purposes.

SECTION 11 - INDEMNIFICATION

Pursuant to M.G.L. c. 258, § 13, the Town shall indemnify the Town Manager from any personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed \$1,000,000 (one million dollars), arising out of any claim, demand, suit, or judgment by reason of any act or omission, except an intentional violation of civil rights of any persons, if the Town Manager was acting within the scope of *his* official duties or employment. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager. *This* indemnification shall also apply to the Town Manager after he leaves the employment of the Town for any act or omission that occurred during his employment with the Town.

The Town will provide the Town Manager liability insurance coverage under its public officers' liability insurance policy.

SECTION 12-BONDING

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager, in the performance of municipal duties.

SECTION 13 – NO REDUCTION IN COMPENSATION OR BENEFITS

The Town shall not at any time during the term of the initial Agreement, or any automatic extension, reduce the salary, compensation or other benefits of the Town Manager except in accordance with the provisions of this Agreement or if the reduction is across the board for all other employees of the Town or by mutual agreement between the Board and the Town Manger.

SECTION 14-OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager, except as otherwise provided in this Agreement.
- B. The Town Manager shall not be entitled to any benefit in the Town's Wage and Personnel By-Law, including any salary or benefits increases provided to By-Law employees in the future.
- C. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications or same shall be effective unless by an instrument in writing duly executed by the parties.
- D. This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any provision, or any portion thereof, contained in this Agreement shall is determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.
- E. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee".

SECTION 16-NOTICES

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


A. TO TOWN: Chairman of Board of Selectmen
Foxborough Town Hall
Foxborough, MA 02035

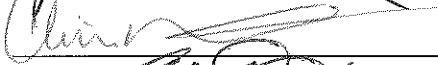
B. TO TOWN MANAGER: William G. Keegan, Jr.
791 Pine Street
Seekonk, MA 02771


Alternatively, notices required pursuant to this Agreement may be served by email or personally served. Notice shall be deemed as given as of the date of email or personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. A party from time to time may give the other party written notice of an alternate address(es) to which notices shall be given by mail hereunder in lieu of an address set forth above.


IN WITENSS WHEREOF, the parties herunto set their hands and seal by their duly authorized representatives this 15th day of June, 2017.

Foxborough Board of Selectmen

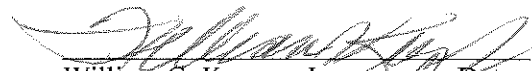







Virginia M. Coppola

6/15/2017
Date


William G. Keegan, Jr. 6/15/2017
Date

Approved as to Legal Form

Patrick Costello, Town Counsel

DATE: _____

I certify there is an appropriation to fund this contract.

William R. Scollins, III
William R. Scollins, III, Town Accountant

DATE: 6/15/17