

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF FOXBOROUGH AND MS. PAIGE DUNCAN
TOWN MANAGER**

This Agreement is made pursuant to Chapter 41, Section 108N of the Massachusetts General Laws and entered into this first day of February, 2024, 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 Select Board ("Board") and Ms. Paige Duncan, ("Ms. Duncan") who resides at 35 Gallison Street, Franklin, MA 02038;

WHEREAS, the Town desires to appoint Ms. Duncan to serve in the position of Town Manager;

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

WHEREAS, the parties recognize Chapter 5 of the Acts of 2004, "An Act Providing for a Selectmen-Town Manager Form of Government in the Town of Foxborough (hereafter "Town Manager Act"), the Town's By-laws including but not limited to Chapter 35-4M, and incorporates its terms by reference herein;

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

NOW THEREFORE, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws in consideration of mutual covenants contained herein, the parties agree as follows:

Section 1. Duties

- 1.1 The Town agrees to employ Ms. Duncan in the position of Town Manager. The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall be responsible to the Board in accordance with and pursuant to the Town Manager Act and the Town's By-Laws and policies. The Town Manager shall perform the duties specified in the Town Manager Act, the Town's By-Laws, policies and such other duties as the Board shall from time to time legally assign to her. A copy of the Town Manager Act is incorporated by reference herein and attached hereto.
- 1.2 Ms. Duncan's duties and responsibilities further encompass those statutory obligations arising pursuant to Massachusetts General Laws Chapter 41, Section 108N and any other applicable statutes, laws, rules, or regulations regarding the position of Town Manager.
- 1.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to rescind or terminate the appointment of the Town Manager in accordance with the terms of this Agreement.

Section 2. Indemnification

- 2.1 Pursuant to Massachusetts General Laws Chapter 258, Section 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 one million dollars (\$1,000,000), 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 her 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 she leaves employment of the Town for any act or omission that occurred during her employment with the Town. The Town will provide the Town Manager with liability insurance coverage under its public officers' liability insurance policy.
- 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 begin on the effective date of this Agreement continuing through June 30, 2027, unless sooner terminated in accordance with the provisions hereof.
- 3.2 Ms. Duncan agrees to remain in the exclusive employ of the Town during the term of this Agreement, except for the performance of occasional writing and teaching work, as disclosed to the Board. She agrees neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided. During this period, Ms. Duncan will faithfully perform her duties to the best of her ability; and in accordance with the directions of the Board, Ms. Duncan will not become associated with, or engaged in, or render services to any other entity during her term of her employment, except as identified herein.
- 3.3 Annual Salary: The Town agrees to pay Ms. Duncan an annual salary of one-hundred, ninety-nine thousand dollars (\$199,000), beginning on the effective date of this Agreement.

Effective July 1, 2024, the Town agrees to increase Ms. Duncan's annual salary by one-and-one-quarter percent (1.25%) of her salary in the previous year, which is equal to the amount of two-hundred and one thousand, four-hundred eighty-seven dollars and fifty cents (\$201,487.50).

Effective July 1, 2025, the Town agrees to increase Ms. Duncan's annual salary by two-and-one-half percent (2.5%) of her salary in the previous year, which is equal to the amount of two-hundred and six thousand, five-hundred twenty-four dollars and sixty-nine cents (\$206,524.69). Said salary increase is conditioned upon Ms. Duncan receiving a

satisfactory performance evaluation for the previous year, in accordance with the provisions of Section 6 contained herein.

Effective July 1, 2026, the Town agrees to increase Ms. Duncan's annual salary by two-and-one-half percent (2.5%) of her salary in the previous year, which is equal to the amount of two-hundred and eleven thousand, six-hundred eighty-seven dollars and ten cents (\$211,687.10). Said salary increase is conditioned upon Ms. Duncan receiving a satisfactory performance evaluation for the previous year, in accordance with the provisions of Section 6 contained herein.

All salary increases referenced above are based entirely on a satisfactory performance evaluation as determined by the Board in accordance with Section 6 contained herein, on the services performed in the previous contract year by the Town Manager. Salary amounts are payable in the same installments as other employees of the Town are paid.

- 3.4 The Town Manager 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.

Section 4. Hours of Work

- 4.1 Except as otherwise authorized, the Town Manager shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.
- 4.2 The Parties recognize that the Town Manager position is not a remote work position and that the Town Manager's physical presence in the office is an important aspect of her managerial duties. Due to the unique nature of the municipal management function, 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. The parties recognize that the position requires the Town Manager to devote significant time outside normal business hours to the business of the Town, and to that end the Parties recognize that the Town Manager may reasonably flex her hours based on her obligations when it does not interfere with the operations of the Town and provided that the business of the Town of Foxborough is not adversely affected by the taking of time off. The Town Manager shall accurately record all time off to be charged to vacation, sick or other paid 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, Removal, and Severance Pay

- 5.1 Suspension. The Town may suspend the Town Manager 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. Duncan on such leave for any reason.
- 5.2 Termination. The Town Manager may be removed by the Board for cause after a hearing by the Board or its designee. "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 Town Manager voluntarily resigns from her position with the Town before expiration of the term of employment provided for herein, the Town Manager shall give the Town ninety (90) days' 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 ninety (90) days after the date written notice is given to the Town by the Town Manager. The Town Manager will cooperate fully with the Board in the transition related to her departure.
- 5.4 Non-Renewal. In the event the Town intends not to renew this Agreement, it shall provide notice to Ms. Duncan at least ninety (90) days' notice prior to the expiration of the Agreement.
- 5.5 Removal. The Board may remove the Town Manager during the term of this Agreement, by a majority vote of the full Board. Except where the removal is for cause related to misconduct in office, if the Town Manager is removed by the Board prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Manager three (3) 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 her 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. The Parties agree that this shall be Ms. Duncan's sole and exclusive legal remedy in the event that she is removed by the Board during the term of this Agreement.

Section 6. Performance Evaluation

- 6.1 Beginning no later than April 1, 2024, and annually thereafter, the Board and the Town Manager shall meet to define the goals and performance objectives, which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives; with 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.
- 6.2 The Board shall review and evaluate the Town Manager for the period beginning the effective date of this Agreement, and ending approximately, April 1, 2025, and then

annually in each year of this Agreement thereafter. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Chair 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 her evaluation with the Board. The evaluation shall be part of the Town Manager's personnel file.

- 6.3 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.
- 6.4 The Board and the Town Manager agree that the Town Manager's annual performance evaluation shall include a 360-degree review process as a component of the overall evaluation process. The Board and the Town Manager shall agree upon the process by which the 360-degree review component is conducted.

Section 7. Vacation, Holiday, Sick, Personal, Bereavement, and Jury Duty Leave

- 7.1 Vacation - Upon commencement of employment, the Town Manager will be credited with an additional two (2) day, a prorated amount to reflect the effective date of this Agreement through June 30, 2024. On July 1, 2024, and on July 1 of each subsequent year of this Agreement, she will be credited with twenty-five (25) days. Ms. Duncan shall request and receive prior approval of vacation day(s) use from the Chair of the Board.
- 7.2 Vacation Carry Over- With the approval of the Board, the Town Manager may carry over one (1) week of vacation into the following fiscal year and shall use the carry-over time within that fiscal year. However, the Parties agree that the Town Manager shall carry over two (2) weeks of vacation into Fiscal Year 2025, and shall use such vacation during Fiscal Year 2025.
- 7.3 Holidays - The following shall be paid holidays for the Town Manager: 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, Christmas Day, Juneteenth, Independence Day, and all other holidays as provided in the Town's Personnel Policies. 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 Sick Leave - The Town Manager shall be entitled to retain her existing sick balance but shall not continue to accrue any additional sick time unless her balance drops below forty-five (45) days, which shall be considered a ceiling for sick leave. In the event the Town Manager is eligible for accrual, she shall accrue at a rate of 1.25 days per month up to the ceiling. At the conclusion of Ms. Duncan's employment, she will not be entitled to receive compensation for any accumulated, unused sick leave days.

If the Town Manager is excessively absent (as determined by the Board), this may be grounds for disciplinary action; up to and including termination. In such instances, Ms.

Duncan shall be given adequate advance written warning prior to being issued any form of disciplinary action.

The Town Manager shall notify the Human Resources Director when absent due to illness and shall maintain a record of all time off taken due to illness.

- 7.5 Bereavement Leave-In the event of the death of a member of the Town Manager's immediate family, she shall be allowed three (3) days off without loss of pay. "Immediate Family" shall be defined as the Town Manager's spouse, parent, sibling, child, grandchild, mother-in-law, father-in-law, or spouse of a sibling.
- 7.6 Jury Duty-In the event that the Town Manager serves as a juror in a Federal Court or in the Courts of the Commonwealth, she shall receive from the Town the difference between her salary and the compensation she received for such jury services, exclusive of any travel or other allowance; provided, however, she shall receive her full pay for her first three (3) days of service for the Commonwealth of Massachusetts.

Section 8. Health and Life Insurance, Automobile, Use of Electronic Equipment, Professional Development, Dues and Subscriptions

- 8.1 The Town Manager (which term in this context wider this provision shall include her dependents) shall be entitled to participate in whatever group medical, dental, life, disability insurance and pension benefit plans are offered by or through the Town of Foxborough on the same basis and percentage of contribution as other Town employees.
- 8.2 The Town shall provide the Town Manager with a smart phone, a tablet computer, a laptop or other electronic device(s) necessary to perform her official duties in the course of official Town business. The use must be consistent with Town policies.
- 8.3 The Town Manager shall receive a vehicle allowance of five-hundred and fifty dollars (\$550) per month, and such allowance shall not include costs related to mileage incurred by the Town Manager's use of such vehicle.
- 8.4 The Town Manager shall be reimbursed for any expenses (other than reimbursement for mileage and for use of her personal vehicle) incurred in the performance of her duties, or as an official representative of the Town, including attendance by her 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 her professional development, as approved by the Board, 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 any professional development activities shall not be deducted from vacation leave.

Section 9. General Provisions

- 9.1 If any provision, or any portion thereof, contained in this Agreement, is held unconstitutional, invalid, or 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 Town Manager warrants she has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict with providing services as described by the terms and conditions of this Agreement and the attached position description.
- 9.4 All provisions of the laws of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager or by mutual agreement between the Board and the Town Manager.
- 9.5 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.
- 9.6 This agreement shall become effective commencing on February 1, 2024.
- 9.7 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.
- 9.8 This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement by 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 Town Manager in the performance of municipal duties.

Section 11. No Reduction in Compensation or Benefits

- 11.1 The Town shall not at any time during the term of this Agreement 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 annual agreement between the Board and the Town Manager.

Section 12. Notices

12.1 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

Town Manager: Paige Duncan
35 Gallison Street
Franklin, MA 02038

12.2 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.

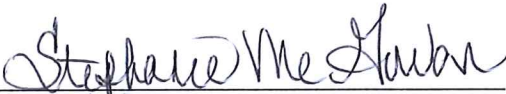
IN WITNESS WHEREOF, the Town of Foxborough Massachusetts has caused this Agreement to be signed and executed on its behalf by its Select Board, and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate, on the day and year first written above.

For the Town of Foxborough:




Mark Eifman, Chair

2/1/2024
Date



Stephanie McGowan, Vice Chair

2/1/2024
Date



Leah Gibson, Clerk

2/1/24
Date



Dennis Keefe, Member

2/1/2024
Date



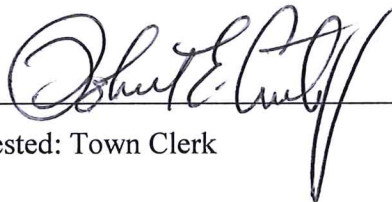
Seth Ferguson, Member

2/1/2024
Date

Approved as to form:




Town Labor Counsel



Attested: Town Clerk

Dated: 2/1/24

Dated: 2/2/2024

Town Manager:


Paige Duncan

Dated: 2/1/24