

CONTRACT FOR TOWN MANAGER SERVICES
TOWN OF NORTH ATTLEBOROUGH, MASSACHUSETTS

This Agreement, pursuant to G. L.c. 41, §108N and the North Attleborough Town Charter, is made and entered into by and between the Town of North Attleborough (“the Town”), a municipal corporation in the Commonwealth of Massachusetts, acting by and through its Town Council (hereinafter called “the Council”) and Michael D. Borg, who resides in Rehoboth, Massachusetts, (hereinafter the “Town Manager”).

WHEREAS, The Town, acting through its Town Council, seeks to provide for the services of a Town Manager for the general purposes of successfully and competently performing the functions of that office pursuant to the requirements of the Town Charter and the laws of the Commonwealth of Massachusetts; and

WHEREAS, The Town Council desires to continue to employ Michael D. Borg (“Mr. Borg” or “Town Manager”) in the position of Town Manager and the Town Manager desires such continued employment in the position of Town Manager;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Town and the Town Manager (collectively “the Parties”) agree as follows:

1. Term.

The term of this Agreement shall be for a period commencing on July 1, 2023 and ending June 30, 2027, unless sooner terminated in accordance with the provisions of this Agreement. Each full twelve-month period during the term of this Agreement commencing on July 1 and ending on June 30 of the ensuing year shall be referred to as a “contract year”. This Agreement contains no provision for an automatic renewal and shall terminate on June 30, 2027 unless extended or renewed in writing by mutual agreement of the Parties. However, the Town Council and the Town Manager may agree in writing to extend this Agreement for an additional one year period commencing July 1, 2027 and ending June 30, 2028.

2. Compensation.

- a. The parties agree that the July 1, 2023 – June 30, 2024 contract year salary of the Town Manager shall be One Hundred Ninety-One Thousand, Three Hundred Seventy Five dollars (\$191,375.), subject to applicable withholdings and deductions required by law or, if under law such are subject to the Town Manager’s discretion, authorized by him. Such salary shall be prorated for employment of less than a full contract year.
- b. The Town Manager shall receive a two percent (2%) cost of living adjustment to his salary for each of the subsequent contract years following the July 1, 2023- June 30, 2024 contract year.
- c. The Town Manager shall be eligible for a merit increase of his annual salary, up to a maximum of two percent (2%), for the second contract year, commencing on July 1, 2024, for the third contract year, commencing on July 1, 2025, and for the fourth

contract year, commencing July 1, 2026. Any such increase shall be subject to the Council's discretion and shall be based on the Town Manager's positive performance review and evaluation for the prior contract year in accordance with Section 4(b) of this Agreement, below.

3. Duties of Town Manager.

The Town Manager shall devote his full time and attention to the faithful performance of all the powers, duties, and functions set forth in the Town Charter, Article IV, Sections 4-2, 4-3, and 4-4, as such may be amended from time to time, and in the Massachusetts General Laws, and of such additional duties as may be assigned to him from time to time by the Council, which duties shall be consistent with the position of Town Manager, including but not limited to coordination of the Town's response to any Public Emergency as defined in Section 10.5 of this Agreement, below.

The parties acknowledge and agree that the unique nature of the municipal management function and his position as the chief executive officer of the Town requires that the Town Manager will have to expend additional work time beyond the regular office hours of the Town. Accordingly, the Town Manager shall work minimum hours that coincide with the regular office hours of the Town offices, and shall in addition work all hours as are needed to effectively perform the duties and functions of his position, including but not limited to attendance at meetings of the Council and of any of its subcommittees and at meetings of other governmental bodies of the Town at which matters under the Town Manager's authority are the subject of discussion or deliberation. The parties acknowledge and agree that the Town Manager's position is covered by the executive and administrative exemptions in the Fair Labor Standards Act, 29 U.S.C., §213(a)(1), and that the Town Manager is not eligible for overtime or compensatory time thereunder.

In recognition of the fact that the Town Manager is obligated to devote significant time to the Town's business outside the Town's regular business hours, the parties agree that the Town Manager may take reasonable compensatory time off during the Town's regular business hours, provided that such time off will not interfere with the needs of the Town and subject to advance approval by the Council President, which approval will not be unreasonably withheld after taking into account the Town's needs.

Transition Duties: Prior to the Town Manager's separation from employment with the Town, the Town Manager, upon the request of the Town Council, shall use his best efforts to assist the Town in transitioning to a successor town manager, an interim town manager, or an acting town manager; such assistance shall include but is not limited to the Town Manager familiarizing and training the individual whom the Town Council has selected to succeed the Town Manager on a permanent, interim, or acting basis on all pending and planned town matters within the jurisdiction, control, or management of the Town Manager such as but not limited to budget and finance, procurement, capital improvement plans, litigation (including threatened litigation), collective bargaining, human resources and personnel, policies, reorganizations, and economic development.

4. Establishment of Goals and Objectives and Performance Evaluation

- a. At the commencement of each contract year under this Agreement the Council and the Town Manager shall meet and shall agree on goals and objectives for the Town during that contract year. At that time, the Council shall also provide to the Town Manager its policy objectives for that year. All such goals, objectives, and Council policy objectives shall be reduced to writing and shall be reasonably obtainable within the applicable time limits, annual operating and capital budgets, and appropriations.
- b. Within sixty (60) days following the end of each contract year the Council as a body shall review and evaluate the Town Manager. The parties recognize that under the Town Charter, Article II, Section 2-1(c), the term of office for a Council member ends on June 30. In order to accommodate the possibility of a change in Council membership commencing July 1, the evaluation process shall commence on June 1 of the contract year being evaluated with the preparation of individual evaluations by each member of the Council, such individual evaluations to be completed by June 30 and submitted to the Council President. Such review and evaluation shall be based on the goals and objectives developed jointly by the Council and the Town Manager and on the Council policy objectives provided to the Town Manager. Such review and evaluation shall also account for any other matters that are relevant to the performance of a municipal chief executive. The President of the Council shall provide the Town Manager with a summary written statement of the evaluation findings by Council members and shall provide an adequate opportunity for the Town Manager to discuss his evaluation by the Council as a body with the Council at a meeting held in compliance with the Massachusetts General Laws, Chapter 30A. The individual evaluations by Council members shall be part of the Town Manager's personnel file, subject to Section 22(e) of chapter 30A of the Massachusetts General Laws.

5. Suspension

In accordance with Section 25 of Chapter 268A of the Massachusetts General Laws, as amended from time to time, the Town Manager may be suspended by the Council without compensation if the Town Manager is under indictment for misconduct in such office or employment or for a felony related or not related to employment. The Council will act in accordance with Section 25 Chapter 268A as it relates to the procedures set forth in such chapter.

6. Termination

6.1. By the Council for Just Cause

The Council, by two -thirds vote of the full Council, as provided in Article IV, Section 4-8 of the Town Charter, may terminate, remove or suspend the Town Manager from office at any time during the term of this Agreement for just cause. "Just cause" as used herein shall include any of the following: being charged with the commission of a felony or of a crime (misdemeanor or felony) involving moral turpitude; an act in violation of G.L. c. 268A, §§1, et seq.; gross misconduct; or the willful or reckless failure to perform the duties of his position after an opportunity to cure; theft or misappropriation of Town funds and/or Town property, conduct unbecoming an employee; insubordination or any other act or omission of a duty that would

reasonably be expected of a professional employee holding the position of or similar to a town manager. The Council's deliberations to determine whether there is just cause to terminate the Town Manager shall be subject to the Open Meeting Law, Massachusetts General Law chapter 30A. If the Town Manager is removed from office and his employment is terminated for "just cause", he shall have no right to severance pay, pay in lieu of notice, or any other remuneration other than earned wages and accrued, unused vacation owed as of the date of termination from employment.

6.2. By the Council Other than for Just Cause

The Council, by two-thirds vote of the full Council, as provided in Article IV, Section 4-8 of the Town Charter, may terminate, remove or suspend the Town Manager from office at any time during the term of this Agreement for reasons other than just cause. In the event of such termination, the Town shall pay to the Town Manager on the effective date of termination a lump sum equivalent to six (6) months of his salary at the annual rate of salary in effect on the date of termination ("the early termination payment"). The early termination payment is subject to all withholdings and deductions required or authorized by law. By agreeing to this provision and to the extent provided by law, the Town Manager expressly waives any and all claims, demands, and causes of action that may otherwise arise from termination of his employment hereunder other than just cause. Upon request by the Town Manager, the Council shall provide to the Town Manager in writing its reasons for termination. If the Town Manager is removed from office and his employment is terminated for reasons other than just cause, he shall have no right to any pay or remuneration other than earned wages and accrued, unused vacation owed as of the date of termination from employment. The early termination payment shall not be applicable to termination pursuant to Section 6.1, Section 6.3, or Section 7 of this Agreement.

6.3. By the Town Manager

The Town Manager may terminate his employment and this Agreement with the Town upon ninety (90) days prior written notice to the Council and filing a copy of such notice with the Town Clerk. If the Town Manager terminates his employment, he shall have no right to severance pay, pay in lieu of notice, or any other remuneration other than earned wages and accrued, unused vacation owed as of the date of termination from employment. The Council may require and/or the Town Manager may request that the Town Manager use his accrued vacation time between the date the Town Manager provides notice that he is terminating his employment and his final day of employment with the Town.

7. Disability

If the Town Manager becomes permanently disabled or is otherwise unable to perform the essential functions of this job for a period of sixty (60) days or more with or without a reasonable accommodation, the Council shall have the option, in its sole discretion, to terminate this Agreement without any prejudice to the Town Manager's rights to disability benefits through the Contributory Retirement System or Worker's Compensation. Sections 6.2 and 6.3 of this Agreement do not apply to termination for disability. The Council recognizes its obligation to provide reasonable accommodation for any disability to the extent required by applicable law. The Town Manager recognizes the Council's right to terminate this Agreement if it cannot offer such reasonable accommodation within the scope of applicable law. The Town Manager retains his right to use accrued sick time in the event of such disability, up to the date of termination.

8. Dues, Subscriptions and Fees

The Council agrees to pay for the Town Manager's membership dues in the listed professional associations below and for the subscription costs of appropriate journals.

Massachusetts Municipal Association (MMA)
Massachusetts Municipal Managers Association (MMMA)
Massachusetts Municipal Personnel Association (MMPA)
International City Managers Association (ICMA)

9. Professional Development

The Council hereby agrees to reimburse the Town Manager or to pay the Town Manager's expenses, tuition or fees related to the Town Manager's attendance at appropriate job conferences or seminars including, but not limited to, those listed below. Time used for the Town Manager's attendance at such meetings shall not be deducted from vacation or other paid leave.

MMA Annual meeting
MMA Regional meetings
MMMA Monthly meetings
MMPA Monthly meetings
ICMA Regional meetings

The Council shall pay for any licenses or certification courses that the Town Manager shall be required to have because of his position of employment. In no event shall the Town Manager be entitled to receive more than five thousand dollars (\$5,000.00) during a contract year for expenses under this Section 9.

10. Other Terms and Conditions of Employment

10.1 Sick Leave

The Town Manager shall accrue sick leave on a monthly basis at one and one-half (1½) days per month and may borrow against future accrual in the same contract year. The Town Manager will be permitted to use ten (10) days of accumulated sick leave for the illness of a member or members of his "immediate family" during the term of this Agreement. The term "immediate family" is described in section 10.3 below, under Bereavement Leave.

10.2. Personal Leave

The Town Manager will be permitted the use of three (3) Personal Days per fiscal year. Personal Days do not carry over, are not considered "vacation" for purposes of Massachusetts General Laws chapter 149, section 148, and will not be paid out upon termination of employment.

10.3. Bereavement Leave

In the event of death in the immediate family of the Town Manager, the Town Manager will be granted leave with pay for up to five (5) consecutive working days. Said leave is to commence in reasonable proximity to the day of the family member's death. Such leave shall not be charged to sick leave. In the event that the family member's funeral is held more than two hundred (200) miles from the Town, the Town Manager shall be allowed a sixth (6th) working

day of leave with pay. The following relations are considered to be "immediate family" for purposes of this Agreement: spouse, parent, child, spouse's parent, grandchild, son-in-law, and daughter-in-law.

In the event of the death of a brother-in-law, a sister-in-law, an aunt or an uncle, the mother or father of a son-in-law or daughter-in-law, or a niece or nephew, the Town Manager will be granted leave with pay for the day of the funeral or service.

10.4. Jury Duty

If the Town Manager is required to respond to jury duty, the Town Manager shall be paid the difference between compensation received from jury duty and his regular compensation during the period of such jury duty.

10.5. Holidays

The following days or dates shall be recognized as legal holidays and the Town Manager shall be entitled to take such dates off from work, subject to the condition that if the Town Manager's services are needed in the event of a public emergency on any such dates, he shall be required to report for duty. "Public emergency" shall include by way of example only, and not be limited to, a declared snow emergency, riot, flooding affecting a significant part of the Town, earthquake, tornado, hurricane or other weather event causing significant damage, and terrorist activity:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Juneteenth	

Whenever one of the holidays set forth above falls on a Sunday, the following day shall be the legal holiday. Whenever one of such holidays falls on a Saturday. The preceding Friday will be celebrated as the holiday.

10.6. Vacation

The Town Manager will be allowed to take up to four (4) weeks (i.e. twenty (20) workdays) of vacation time during each contract year, accrued at the rate of 1.67 days worked per month. The Town Manager will be permitted to use accrued vacation in units of half days, four (4) hours, whole days, or multiple whole days. Up to five (5) accrued, unused vacation days may be carried over to the next contract year but in no event may the Town Manager have more than twenty-five (25) accrued, unused vacation days at any time. The Town Manager's accrued unused vacation time shall be paid out in full upon his separation from employment. Such payment shall be made at the per diem rate, which shall be calculated by dividing the annual salary in effect at the time of separation by 261.

10.7. Mileage Reimbursement

In the event the Town Manager must travel outside of the limits of the Town on Town business or to take part in professional development allowed under this Agreement, and the Town

does not have an available adequate Town vehicle available for his use, the Town Manager will be reimbursed for his expenses at the IRS rate published by the Town Accountant, based upon submission by the Town Manager of adequate back-up documentation.

10.8. Group Health Insurance

The Town Manager shall have the right to participate in all Group Health, Life or Dental Insurance programs offered by the Town, as amended from time to time. The contribution rate for the Town Manager will be same as is in effect for other Town employees, as amended from time to time.

10.9. Disability Insurance

The Town will pay up to 100% of long-term disability insurance premiums for the plan offered by the Town on behalf of the Town Manager, not to exceed One Hundred Dollars (\$100.00) per month.

10.10. Retirement

The Town Manager shall be enrolled in the Massachusetts Public Employee Contributory Retirement System.

10.11 Cell Phone

The Town shall provide the Town Manager with a cell phone paid for by the Town for use by the Town Manager for Town business and incidental personal use.

11. Indemnification

The Town shall defend, save harmless and indemnify the Town Manager against any tort, professional liability, claim, demand, suit, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Manager, even if said claim has been made following his termination from employment, provided that the Town Manager acted within the scope of his duties. Such indemnification shall be to the full extent allowed by M.G.L. c. 258, §13, as adopted by the Town in April 2005. The Town Manager agrees to notify the Council promptly of any such tort, professional liability, claim or demand, suit, or other legal action that comes to his attention, and agrees to cooperate with the Town and with its insurers in the defense of all such. 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.

12. Bond

The Town Manager agrees that upon request of the Council he shall execute a bond in favor of the Town for the faithful performance of his duties under this Agreement in such amount and with such surety(ies) as requested. The Town shall pay the cost of such bond.

13. Invalidity

Should any part of this Agreement for any reason be declared invalid, such shall not affect the validity of any remaining portion hereof, which remaining portion shall continue in force and effect as if this Agreement had been executed with such invalid portion eliminated; and it is hereby declared the intention of Town and Town Manager that they would have executed the remaining portion of this agreement without including any such part, parts or portion which may

for any reason be hereafter declared invalid.

14. Notices

Any notice pursuant to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid:

(1) to the Town at 43 South Washington Street, North Attleboro, MA 02760;

(2) to the Town Manager, at his residential address then on file with the Town.

Alternatively, notices pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice within the Commonwealth of Massachusetts.

15. Modification

This Agreement sets forth the entire agreement and understanding between the Town and the Town Manager as to the subject matter hereof and supersedes any and all prior written or oral agreements between the Town and the Town Manager. This Agreement may not be changed except by a writing executed by both the Town and the Town Manager. This Agreement is executed and delivered in the Commonwealth of Massachusetts and shall be construed and enforced in accordance with the laws and decisions of such Commonwealth.

16. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Town of North Attleborough and upon and to the benefit of the Town Manager and his heirs, Legatees, Executors, administrators, and legal representatives.

17. Captions

All captions and headings of this Agreement are solely for convenience in locating its various provisions and shall not be construed or referred to in resolving any questions, interpretations or construction of this Agreement.

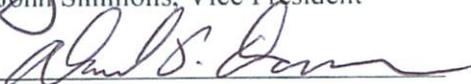
In Witness Whereof, the Town and the Town Manager have signed this Agreement as a sealed instrument on this ___ day of _____ 2022.

THE TOWN OF NORTH ATTLEBOROUGH,
BY ITS TOWN COUNCIL

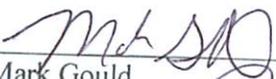

Justin Pare, President


Michael D. Borg, Town Manager

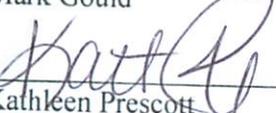

John Simmons, Vice President


Daniel Donovan

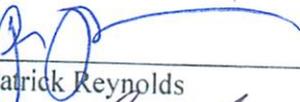
Darius Gregory



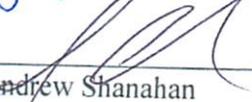
Mark Gould



Kathleen Prescott



Patrick Reynolds

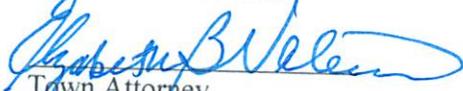


Andrew Shanahan



Andrea Slobogan

Approved as to Form



Town Attorney

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