



**Employment
Agreement between
the Town of
Mansfield and
Kevin Dumas, Town Manager**

This agreement, pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, made and entered into this 27th day of December, 2017 and *amended on October 17, 2019*, by and between the Town of Mansfield, Commonwealth of Massachusetts, a municipal corporation, hereinafter called "Town", acting by and through its Select Board, hereinafter called "Board", and Kevin Dumas, hereinafter called "Town Manager", as follows:

WITNESSETH:

Whereas, the Town desires to employ the services of Kevin Dumas as Town Manager of the Town;

Whereas, the Board under Chapter 41, Section 108N of the General Laws may contract with the Town Manager for such services;

Whereas, it is the desire of the Board to contract for the salary and benefits of said Town Manager;

Whereas, it is the desire of the Board to retain the services of the Town Manager, and to provide inducement for him to remain in such employment; and

Whereas, Kevin Dumas agrees to accept employment as Town Manager of said Town;

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

Section I, Functions and Duties of the Town Manager.

The Town hereby agrees to employ Kevin Dumas as Town Manager of said Town, and the Town Manager accepts such offer. The Town Manager shall be the Chief Executive and Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in the Town Charter and such duties as the Board shall from time to time legally assign to him or her.

Section II, Term.

This agreement shall become effective January 2, 2019, and shall be in full force and effect until January 2, 2022. The agreement shall be for a term of three years, subject to Section XIV, and shall be binding on the Town in each year of its duration.

Section III, Termination and Severance Pay.

- a. The Board may terminate the Town Manager in accordance with Article 9, Section 7 of the Mansfield Home Rule Charter.
- b. In the event the Town Manager is removed from office by the Board for cause as provided for in the Home Rule Charter of the Town prior to the expiration of the term of this Agreement, the Town agrees that upon receipt of a duly signed release it shall pay to the Town Manager severance payments of salary and benefits for six (6) months after such termination; provided further, however, that in the event the Town Manager is terminated for the commission of cause amounting to conduct involving moral turpitude, willful or reckless failure to perform duties as town manager, fraud, embezzlement, or the commission of an unlawful act or the knowing acquiescence to an unlawful act, the Town shall have no obligation to pay the severance payments described in this paragraph. For the purposes of this Agreement an "unlawful act" need not necessarily be subject to criminal penalties.

(1) In the event the Town Manager voluntarily terminates his position with the Town before the expiration of the term of this agreement, the Town Manager shall give the Town twelve (12) months written notice (*as amended and effective October 18, 2019*), in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.

- c. Subsection b. shall survive any termination of this Agreement.

Section IV, Compensation.

- a. The Town shall pay the Town Manager for services rendered under this agreement, an annual base salary of \$186,300 (*as amended and effective October 18, 2019*) and \$207,000 (*as amended and effective July 1, 2020*), subject to applicable withholdings and deductions, and payable in installments at the same time as other employees of the Town are paid.
- b. The Town may increase the Town Manager's salary and stipends in future fiscal years following an annual performance review by the Select Board. The Town's obligation to pay compensation to the Town Manager in future fiscal years is subject to appropriation by town meeting.

Section V, Town Manager Performance Evaluation.

- a. The Board may review and evaluate the Town Manager once each year. Said review and evaluation shall take place within thirty (30) days prior to the anniversary date of the beginning of the Town Manager's term of employment and shall be based on the goals and objectives developed by the Board with the participation of 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 if any and shall

provide an adequate opportunity for the Town Manager to discuss his evaluation with the Board.

- b. Annually, the Board, with the participation of the Town Manager, may define the goals and objectives which they determine to be necessary for the proper operation of the Town. The Board may determine the criteria for the attainment of such goals. These criteria, if any, shall be reduced to writing and include a general priority among the various goals and objectives. Such goals shall be generally attainable within reasonable time limits specified by the Board or within the limits of the annual operating and capital budgets.

Section VI, Hours of Work.

- a. The Town Manager shall devote full time and attention to the business of the Town and will not engage in any other business during office hours. The Town Manager shall not engage in any other compensable occupation or profession except with the specific written approval of the Board as provided for in the Home Rule Charter of the Town.
- b. It is recognized that the Town Manager must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Manager will be allowed to take reasonable time off during normal office hours as he may deem appropriate.

Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty

- a. The Town shall provide the Town Manager family medical, hospitalization, dental and life insurance. The Town Manager's contribution, the level of coverage and any other associated benefits shall be consistent with that which is provided to other employees of the Town.
- b. The Town Manager shall be entitled to four (4) weeks of paid vacation leave per contract year. Such vacation leave shall accrue on a prorated monthly basis at a rate of 1.67 days per month. A vacation week shall be defined as five (5) working days. A maximum amount of four (4) weeks of unused vacation may be carried over from one fiscal year to another. Unused vacation time must be used in the fiscal year immediately following the year in which it is earned; otherwise it shall be deemed forfeited. The Town Manager shall not take more than two (2) consecutive weeks of vacation without the express written consent of the Board. The Town Manager shall keep a written record of vacation time earned and used and make it available to the Board upon request.
- c. The Town Manager shall accrue sick leave at a rate of 1.25 days of sick leave for each month of employment. The Town Manager may accumulate unused sick leave days up to a maximum of ninety (90) days. The Town Manager shall keep a written record of sick leave earned and used and make it available to the Board upon request. However,

the Town Manager shall not under any circumstances be entitled to any compensation for unused sick days at the end of his employment by the Town.

- d. The Town Manager shall receive leave with pay for each holiday offered to other Administrative Staff of the Town.
- e. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Manager if this agreement is renewed or extended. Sick days cannot be exchanged for pay.
- f. Upon the death of the Town Manager's Grandparent, parent, spouse or his children, the Town Manager shall be granted leave of five (5) working days without loss of pay. Upon the death of the Town Manager's mother-in-law, brother, brother-in-law or grandchildren, the Town Manager shall be granted leave of three (3) working days without loss of pay.
- g. The Town Manager shall receive five (5) days of personal leave each contract year.
- h. Town Manager must receive permission from the Chairman for approval of vacation or personal days that fall on Town Meeting dates.

Section VIII, Professional Associations and Conferences.

Subject to appropriation, the Town shall pay the reasonable expenses of the Town Manager incurred for membership in the I.C.M.A. and the MMMA and participation in the I.C.M.A. Annual Conference, the MMA Annual Conference, and the MMMA Annual Spring and Fall Conferences, and one local civic club. The Town Manager shall obtain advance approval of the Board for any conference held out of State which will be paid as a Town expense.

Section IX, Automobile, Stipend, Deferred Compensation and Other Expenses.

- a. Subject to appropriation, the Town Manager shall receive \$8,000 per year payable in installments with his salary for automobile expenses. The Town Manager shall use his own, private motor vehicle for all Town business. The Town Manager shall bear all expenses of owning and operating his motor vehicle including, without limitation, fuel, repairs and insurance. Except however, if the Town Manager must travel in excess of thirty (30) miles in a day for Town business, the Town shall provide him with a Town owned pool car for such travel or reimburse him for such travel at the mileage rates prescribed by the Internal Revenue Service.
- b. Subject to appropriation, the Town Manager shall receive a stipend of \$5,000 per year payable in installments with his salary for the responsibility of overseeing SMRECC, Emergency Operations and evening coverage for Town Board/Committees *(as amended and effective January 2, 2019)*.
- c. Subject to appropriation, the Town Manager shall be allowed for participation in the deferred compensation plan for a match by the Town not to exceed two (2) percent *(as amended and effective January 2, 2019)*.

- d. Subject to appropriation, the Town Manager shall be reimbursed for any reasonable expenses incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social functions.

Section X, Indemnification.

The Town shall indemnify and hold harmless the Town Manager from personal financial loss and expense, in accordance with the limitation, restrictions and conditions set forth in M.G.L. c. 258, section 9 and M.G.L. c. 258, section 13. This section shall survive the termination of this agreement.

Section XI, Non-Renewal of Agreement.

At least twelve (12) months (but not more than thirteen (13) months, prior to the expiration of this Agreement, the Town Manager shall notify the Board that negotiations for a new agreement should begin. Upon such notification by the Town Manager, the Board shall place an item on their next scheduled meeting agenda to address this request. At least six (6) months prior to the expiration of the term of this Agreement, the Select Board shall inform the Town Manager as to whether the Board will re-appoint him to another term. The failure of the Board to communicate a decision on the issue of re-appointment at least six (6) months prior to the expiration of the Town Manager's term shall be deemed a decision by the Board not to re-appoint.

Section XII, Other Benefits of Employment.

All provisions of the laws of the Commonwealth of Massachusetts, the Town By-Laws, and personnel policies related to retirement, health insurance and other fringe benefits shall apply to the Town Manager as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Manager, except as otherwise provided in this agreement.

Section XIII, No Reduction in Benefits.

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 to the degree such a reduction is across the board for all other employees of the Town.

Section XIV, Notices.

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

TOWN: Chair of the Select Board
 Mansfield Town Hall
 6 Park Row
 Mansfield, MA 02048

TOWN MANAGER: Kevin Dumas
 214 County Street
 Attleboro, MA 02703

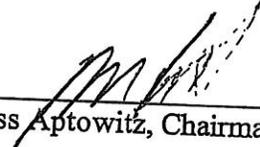
Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XV, General Provisions.

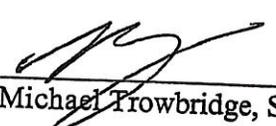
- a. The text herein shall constitute the entire Agreement between the parties.
- b. This Agreement shall be binding and inure to the benefit of the heirs and at law and executors of the Town Manager.
- c. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected, and shall remain in full force and effect.
- d. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee."

IN WITNESS WHEREOF, the Town of Mansfield, Massachusetts, has caused this agreement to be signed and executed in its behalf by its Select Board and the Town Manager has signed and executed this Agreement, both in duplicate. All parties execute this Agreement as a Sealed Instrument.

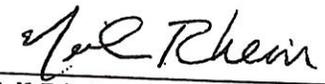
TOWN OF MANSFIELD
SELECT BOARD



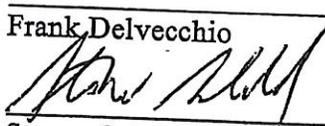
Jess Aptowitz, Chairman



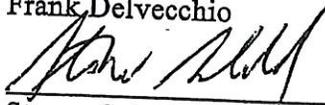
Michael Trowbridge, Sr., Vice Chair



Neil Rhein, Clerk

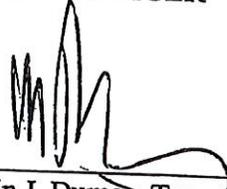


Frank Delvecchio



Steven Schoonveld

TOWN MANAGER



Kevin J. Dumas, Town Manager