

**AMENDMENT TO
EMPLOYMENT
AGREEMENT**
(Finance Director/Town Accountant)

This is an Amendment (the “Amendment”) to the Employment Agreement (the “Agreement”) entered into on June 6, 2022 with an effective date of July 1, 2022 by and between the **TOWN OF RANDOLPH, MASSACHUSETTS** (herein referred to as the “TOWN”), acting by and through its TOWN COUNCIL, with its offices at Town Hall, 41 South Main Street, Randolph, MA 02368, and Janine Smith, (herein referred to as “SMITH” or “EMPLOYEE”). This Amendment is entered into on the day of March, 2023 by and between the TOWN, acting by and through its TOWN COUNCIL, and SMITH. This Amendment shall be effective as of March 15, 2023.

In consideration of the promises, the mutual covenants hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties to the Agreement now hereby agree to amend the Agreement as follows:

CLAUSE A
AMENDMENTS TO SECTION 4 OF THE EMPLOYMENT AGREEMENT

Sections 4.1(a), 4.1(b) and 4.1(c) of the Agreement are hereby deleted in their entirety and replaced with the following:

- a) For the portion of the contract year of this Agreement beginning July 1, 2022 and ending August 31, 2022, SMITH’s annual compensation rate shall be One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500), paid pro rata to reflect that this is a partial contract year. For the portion of the contract year of this Agreement beginning September 1, 2022 and ending June 30, 2023, SMITH’s annual compensation rate shall be One Hundred Seventy Thousand Dollars (\$170,000), paid pro rata to reflect that this is a partial contract year. A portion of these payments shall be paid to her as retroactive pay, effective as of the effective date of the Amendment.

If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2023, then Smith shall receive a one-time payment during the month of June,

2023, in the amount of Five Thousand Dollars (\$5,000) (the “Retention Payment”), which amount shall be withheld from her other salary payments during the year in equally divided amounts, so that the total annual compensation rates for the Employee for FY 2023 are those described above.

- b) For the contract year of this Agreement beginning July 1, 2023 and ending June 30, 2024, SMITH’s annual compensation rate shall be One Hundred Seventy Five Thousand Dollars (\$175,000). This salary shall be paid as follows. From July 1, 2023 through June 30, 2024, SMITH shall be paid at an annual compensation rate of One Hundred Seventy Thousand Dollars (\$170,000). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2024, then Smith shall receive an additional one-time payment during the month of June, 2024, in the amount of Five Thousand Dollars (\$5,000) (the “Retention Payment”), to bring her total annual compensation rate under this Agreement for fiscal year 2024 to One Hundred Seventy Five Thousand Dollars (\$175,000), as described in the first sentence of this paragraph.
- c) For the contract year of this Agreement beginning July 1, 2024 and ending June 30, 2025, SMITH’s annual compensation rate shall be One Hundred Eighty Thousand Dollars (\$180,000). This salary shall be paid as follows. From July 1, 2024 through June 30, 2025, SMITH shall be paid at an annual compensation rate of One Hundred Seventy Five Thousand Dollars (\$175,000). If Smith remains employed by the Town of Randolph as the Director of Finance/Town Accountant under this Agreement through June 1, 2025, then Smith shall receive an additional one-time payment during the month of June, 2025, in the amount of Five Thousand Dollars (\$5,000) (the “Retention Payment”), to bring her total annual compensation rate under this Agreement for fiscal year 2025 to One Hundred Eighty Thousand Dollars (\$180,000), as described in the first sentence of this paragraph.

CLAUSE B

ADDITIONAL TERMS ADDED TO THE EMPLOYMENT AGREEMENT

All provisions of the Agreement not specifically addressed in this Amendment shall continue in full force and effect as originally written.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed on the day and year first above written.

**TOWN OF RANDOLPH, acting by and
through its TOWN COUNCIL,**

By: _____
William Alexopoulos – President

By: _____
Christos Alexopoulos

By: _____
Richard Brewer, Jr.

By: _____
James F. Burgess, Jr.

By: _____
Natacha Clerger

By: _____
Ryan Egan

By: _____
Jesse Gordon

By: _____
Katrina Huff-Larmond

By: _____
Kevin O'Connell

By: _____
Janine Smith