

**AMENDMENT TO
EMPLOYMENT
AGREEMENT
(Town Manager)**

This is an Amendment (the “Amendment”) to the Employment Agreement (the “Agreement”) entered into on June 6, 2022 with an effective date of June 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 Brian Howard, (herein referred to as “HOWARD” or “EMPLOYEE”). This Amendment is entered into on the ____ day of November, 2023 by and between the TOWN, acting by and through its TOWN COUNCIL, and HOWARD. This Amendment shall be effective as of June 1, 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

AMENDMENT TO SECTION 3.6.2 OF THE EMPLOYMENT AGREEMENT

Section 3.6.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.6.2 EMPLOYEE may terminate this AGREEMENT at any time, for any reason or no reason, upon Sixty (60) days written prior notice to the TOWN COUNCIL.

CLAUSE B

AMENDMENT TO SECTION 4.5 OF THE EMPLOYMENT AGREEMENT

Section 4.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.5 SICK:

EMPLOYEE shall be entitled to certain sick time, with pay, during each fiscal year of this Agreement. Said sick time is as follows:

During each fiscal year of this Agreement, Employee shall accrue 15 days of sick time. These sick time days shall accrue and be due to Employee as of the Commencement Date for the initial year of this Agreement, and on the first day of each fiscal year thereafter.

At the end of each fiscal year, any unused sick time may be re-categorized as Sick Bank Time for Employee, up to the maximum allowable Sick Bank Time. No more than two hundred forty five (245) Sick Bank Time days may exist at any one time. Sick Bank Time may be used by Employee as paid sick days consistent with the terms of this Agreement. EMPLOYEE must inform the Council President in the event that any time designated as Sick Bank Time is to be utilized.

Any sick days that do not become Sick Bank Time at the end of the fiscal year shall not be carried over into the next fiscal year.

Upon the termination of the Employee's employment hereunder, the Town shall pay to the Employee or his/her estate, as the case may be, an amount of money equal to fifty percent (50%) of the Employee's accumulated sick time/Sick Bank Time as of the effective date of the Employee's separation from employment, or as of the date of death.

If this Agreement is extended beyond its Termination Date, any unused sick days or Sick Bank Time days remaining as of the original Agreement Termination Date shall carry over and be credited to Employee as Sick Bank Time, up to a maximum of 245 days of carried over Sick Bank Time.

If Employee is employed by the Town as the Town Manager on May 31, 2022 and if he has accrued but unused sick or Sick Bank Time days available as of May 31, 2022, then he shall be permitted to roll over up to 245 days of such accrued but unused sick or Sick Bank Time days through June 30, 2022 and also into the fiscal year beginning on July 1, 2022 as Sick Bank Time.

CLAUSE C

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: _____
Richard Brewer, Jr. – Vice President

By: _____
Christos Alexopoulos

By: _____
James F. Burgess, Jr.

By: _____
Natacha Clerger

By: _____
Ryan Egan

By: _____
Jesse Gordon

By: _____
Katrina Huff-Larmond

By: _____
Kevin O’Connell

By: _____
Brian Howard