

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

(Town Manager)

This is a Second Amendment (“Second Amendment”) to the Employment Agreement (“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 Second Amendment is entered into on June 8, 2026 with an effective date of July 1, 2025, by and between the Town, acting by and through its TOWN COUNCIL, and Howard.

The parties acknowledge that they have previously entered into a first Amendment to Employment Agreement (“First Amendment”) with an effective date of June 1, 2023. The terms of the Agreement and the First Amendment remain in effect unless specifically amended below.

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 and the First Amendment now hereby agree to amend the Agreement as follows:

Clause A **AMENDMENT TO SUBSECTION 2.1** **OF THE EMPLOYMENT AGREEMENT**

Subsection 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

- 2.1 The term of this Agreement and EMPLOYEE's term of employment shall commence on the effective date of this AGREEMENT, June 1, 2022 (the "Commencement Date") and shall terminate on January 31, 2027 (the "Termination Date").

All other references to the “Term” of the Agreement, the “Termination Date” of the Agreement, or events that occur in anticipation of the Termination Date of the

Agreement, shall be updated to reflect that the Termination Date of the Agreement shall be January 31, 2027.

Clause B
AMENDMENT TO SUBSECTIONS 4.1(e) AND 4.1(f)
OF THE EMPLOYMENT AGREEMENT

Subsections 4.1(e) and 4.1(f) of the Agreement are hereby deleted in their entirety and replaced with the following:

- e) For the contract year of this Agreement beginning July 1, 2025 and ending June 30, 2026, EMPLOYEE's annual compensation rate shall be two-hundred forty-two thousand six-hundred ninety-five dollars per year (\$242,695 per year).
- f) For the contract year of this Agreement beginning July 1, 2026 and ending January 31, 2027, EMPLOYEE's annual compensation rate shall be two-hundred sixty-seven thousand three-hundred ninety dollars per year (\$267,390 per year), which shall be paid during this period on a pro rata basis.

Clause C
AMENDMENT TO SUBSECTION 4.4
OF THE EMPLOYMENT AGREEMENT

In subsection 4.4 of the Agreement, delete the following sentence:

“At the end of each fiscal year, no more than 10 days of unused vacation time can be carried forward to the next fiscal year.”

Replace that sentence with the following:

“At the end of each fiscal year, no more than 20 days of unused vacation time can be carried forward to the next fiscal year.”

Clause D
AMENDMENT TO ADD SUBSECTION 4.14
TO THE EMPLOYMENT AGREEMENT

Add the following new subsection 4.14 to the Agreement:

4.14 ADDITIONAL SEPARATION PROVISIONS:

- a) The Town Manager has notified the Town Council that he wishes to terminate his employment with the Town, effective January 31, 2027.

This Subsection 4.14 describes the terms upon which the parties have agreed that January 31, 2027 shall be the Town Manager's last date of employment with the Town, as the Town Manager, under the terms of the Agreement.

- b) The terms of the Agreement have been modified, through this Second Amendment, to reflect that the Agreement shall terminate effective January 31, 2027 and the Town Manager shall cease to be Town Manager upon expiration of the Agreement.
- c) Subsection 3.6.4 of the Agreement, which required notice from the Town in the event of anticipated non-renewal of the Town Manager's contract, is hereby deleted in its entirety, as it is now inapplicable.
- d) The parties hereby agree that, on or before his separation from employment with the Town on January 31, 2027, Employee and the Town will negotiate and execute a separation agreement containing essentially the following terms:
 - Employee's last day of work for the Town will be January 31, 2027.
 - The parties will draft, and circulate to the public, a joint statement regarding the Town Manager's retirement.
 - Prior to separation from employment, Employee will provide a transition memorandum and a transition plan to the Town. These documents will include an outline of ongoing tasks and projects to assist in the transition of responsibilities of the Town Manager.
 - Employee will continue to receive all salary and other benefits due to him, at their normal rate and minus any required deductions, through his date of separation from employment.
 - Prior to or upon separation from employment, Employee will provide the Town with passwords and other administrative access to all Town accounts that he has access to in his role as Town Manager. Employee will also return all Town property that he has in his possession.
 - Employee will execute a written release, releasing the Town and all of its agents, officers and employees, from any and all liability arising out of Employee's employment with the Town and/or separation from employment with the Town.
 - The separation agreement shall contain a non-disparagement clause in which the Town Council and Employee agree that they

shall use reasonable and good faith efforts to ensure that neither party engages in any vilification of the other, and that they shall refrain from making any false or disparaging statements, implied or expressed, concerning the other.

- The separation agreement shall contain all other terms deemed required or advisable by the Town Attorney and/or outside Town Labor Counsel, so long as those terms are not inconsistent with the substance of the terms described in this section 4.14.
- e) The parties hereby agree that, as consideration for the execution of the separation agreement described above, the Town Manager shall receive a severance payment in the amount of fifty thousand dollars (\$50,000), which shall be due to the Town Manager after all of the following events have occurred: the separation agreement is executed by all parties, and the Town Manager has separated from employment, and the terms of the separation agreement have become final. The Town Council authorizes the Town Attorney and/or the Town Council President to negotiate the separation agreement with the Town Manager, with the assistance of outside Labor Counsel as they may deem advisable. The Town Council authorizes the Town Council President and/or Vice President to execute the separation agreement with the Employee on behalf of the Town Council, consistent with the terms and conditions described in this Subsection 4.14. The Town Council President and/or the Vice President shall have the authority to sign the separation agreement on behalf of the Town Council.
- f) If no separation agreement, embodying essentially the terms described herein, is signed by the Employee and returned to the Town Attorney or the Town Council President by 6pm on January 31, 2027, then subsections 4.14(d) and 4.14(e) shall be deemed null and void, and the \$50,000 severance payment described in subsection 4.14(e) shall not be due to Employee.
- g) In addition to the matters described above, Employee agrees to remain available to the acting and/or new Town Manager for a period of six (6) months after Employee's separation from employment with the Town. Employee shall deal directly with the acting and/or new Town Manager as an informational resource and consultant to the Town Manager. Howard shall make reasonable efforts to be available to the acting/new Town Manager to answer questions or provide background information and shall endeavor to respond to inquiries from the acting or new Town

Manager within 48 hours during this six month period. However, Howard shall not be considered a Town of Randolph employee during this time, he shall not be considered a paid consultant or independent contractor, and he shall not receive any additional compensation for this service.

Clause E

OTHER AGREEMENT TERMS CONTINUE
IN FULL FORCE AND EFFECT

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

[INTENTIONALLY LEFT BLANK]

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

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

By: _____
Ryan Egan - President

By: _____
Richard Brewer, Jr. – Vice President

By: _____
Christos Alexopoulos

By: _____
James F. Burgess, Jr.

By: _____
Natacha Clerger

By: _____
Jesse Gordon

By: _____
Katrina Huff-Larmond

By: _____
Kevin O’Connell

By: _____
Brandon Thompson

Employee:

By: _____
Brian P. Howard