

AGREEMENT

AGREEMENT, made and entered into this 5th day of July, 2006, by and between the Town of Mansfield, a Massachusetts municipality, hereinafter called Town, and John D'Agostino of Mansfield, Massachusetts, hereinafter called Manager.

WITNESSETH

WHEREAS, Town desires to employ the services of said John D'Agostino as Town Manager of the Town of Mansfield as provided in Article Four and other pertinent provisions of the Town Charter; and

WHEREAS, Town desires to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Manager; and

WHEREAS, it is the desire of the Town to: (1) retain the service of said Manager and to provide inducement for him to remain in such employment, (2) to make possible full work and productivity and to assure Manager's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Manager's service for just cause; and

WHEREAS, Manager desires to accept such employment as the Town Manager of said Town;

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

SECTION ONE: DUTIES:

Town hereby agrees to employ said John D'Agostino as Town Manager of said Town to perform the functions and duties specified in the Town Charter, including, but not limited to Article 4 of the Town Charter, and any other legally permissible and proper duties and functions as the Selectmen shall from time to time assign.

The Town Manager shall also serve as Manager of the Mansfield Municipal Electric

Department in accordance with Article 4, Section 4-2 of the Town Charter.

SECTION TWO: TERM:

- A. The term of this Agreement shall commence on December 1, 2006, and run until November 30, 2009. Manager agrees to remain in the exclusive employ of the Town during the term hereof, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is changed as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on the Manager's time off, the same to be such as not to interfere with or conflict in any way with the Manager's general duties to the Town and are conducted in accordance with the provisions of Article 4 of the Town Charter.

SECTION THREE: REMOVAL, TERMINATION, RESIGNATION, SUSPENSION,

DEFINITION OF JUST CAUSE:

A. The Selectmen of the Town (hereinafter "Selectmen") may remove the Manager from office and terminate his employment prior to the expiration of his term for just cause in accordance with Section 9-7 of the Town Charter.

B. The Selectmen may suspend the Manager with full pay and benefits at any time during the term of this Agreement, but only if:

1. a majority of the Selectmen and the Manager agree, or

2. after a public hearing, a majority of the Selectmen votes to suspend the Manager for just cause, as defined below, provided however, that the Manager shall be given written notice, setting forth any charges at least ten (10) days prior to such hearing by the Selectmen bringing such charges.

C. For the purpose of suspension, termination of employment or removal from

office, the definition of just cause shall include, but is not limited to, the following:

1. Malfeasance -- defined as wrongdoing or misconduct by a public official or the commission of an act which is unlawful.
2. Misfeasance -- defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
3. Nonfeasance -- defined as the failure to do what duty requires to be done.
4. Violation of the Town Charter.
5. Unauthorized exercise of the responsibility and authority of the Board of Selectmen or actions in direct contradiction with the express policies of the Selectmen.
6. Disability which prevents Manager from performing essential functions of his office.

D. Resignation: The Manager may resign upon three months written notice to the Selectmen.

E. Expiration of Term: The Manager's employment shall expire at the end of his term unless such term is extended or renewed by the Board of Selectmen.

SECTION FOUR: REAPPOINTMENT AND SEVERANCE PAY:

At least seven (7) months prior to the expiration of the Manager's term, the Manager shall notify the Selectmen in writing of the pending expiration of this Agreement. At least six (6) months prior to the expiration of the Manager's term, the Selectmen shall inform the Manager as to whether the Town will re-appoint the Manager to another term. If the Manager is not re-appointed to another term and the Manager is willing and able to perform his duties, then the Town shall pay the Manager six (6) months salary, and health benefits as severance pay at the end of his term. Such severance pay shall be paid in the same installments as Manager received while employed by the Town. The Town shall not be liable for such severance pay in the event that the Manager's employment is terminated for "just cause" as defined herein.

SECTION FIVE: DISABILITY:

The Town shall comply with all such applicable state and federal laws concerning employee disability.

SECTION SIX: SALARY:

The Town agrees to pay the Manager for his services rendered pursuant hereto a starting annual salary of \$132,263.96 payable in installments at the same time as other employees of the Town are paid. This amount includes a \$10,000.00 stipend which becomes part of the Town Manager's Base Salary as the Manager of the Mansfield Municipal Light Department.

The Town Manager shall be compensated an additional three percent (3%) in year one of said contract effective July 1, 2007, four percent (4%) in year two of said contract effective July 1, 2008, and three percent (3%) in year three effective July 1, 2009 of said contract providing the Manager receives a satisfactory evaluation from a majority of the Board of Selectmen. At the discretion of the Board of Selectmen, the percentage increase in each year of the contract may be changed by a majority vote of the Board. Such salary review and changes in compensation shall be done at such time so that compensation changes shall coincide with the fiscal year of the Town effective July 1. The salary review should take place on or about April 1st of the preceding fiscal year.

SECTION SEVEN: PERFORMANCE REVIEW:

Annually, the Selectmen and the Manager shall define such goals and performance objectives which they determine necessary for the proper operation of the Town and in attainment of the policy objectives of the Board of Selectmen and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The Selectmen shall

review and evaluate the performance of the Manager at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with the specific criteria developed by the Selectmen and the above-referenced goals and performance objectives set during the previous year. The Manager shall have an opportunity to participate in the development of said criteria. Further, the Chairman of the Board of Selectmen shall provide the Manager with a summary written statement of the findings of the Selectmen and provide an adequate opportunity for the Manager to discuss his evaluation with the Selectmen. A copy of the evaluation shall be made part of the Manager's personnel file along with any written responses made by the Manager. In effecting the provisions of this Section, the Board of Selectmen and Manager mutually agree to abide by the provisions of applicable law.

SECTION EIGHT: HOURS OF WORK:

It is recognized that the Manager must devote a great deal of time outside the normal office hours to the business of the Town, because of the professional nature of the position of Town Manager, and it is understood that the hours of work will not be specified.

SECTION NINE: AUTOMOBILE:

The Manager's official duties require the use of an automobile. The Manager shall have exclusive use of a Town vehicle, including personal use, except, however, if Manager intends to use said vehicle outside of New England, he shall obtain prior approval of the Chairman of the Board of Selectmen, which approval shall not be unreasonably withheld. The Town shall be responsible for all costs relating to the operation and maintenance of said vehicle.

SECTION TEN: PROFESSIONAL DUES:

Employer agrees to pay for the professional dues and subscriptions of John D'Agostino necessary for his continuation and full participation in state associations and in not more than three (3) national associations, and further agrees to pay for attendance, lodging and meals at not more than three (3) national association meetings per year.

SECTION ELEVEN: INDEMNIFICATION:

For acts performed in good faith and without gross negligence and in the belief that he is acting in the interest of the Town, the Town agrees to defend, save harmless, and indemnify the Manager against any tort, professional liability claim, or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Manager's official duties as Town Manager. Willful torts and criminal acts are excepted.

SECTION TWELVE: BONDING:

The Town shall bear the full cost of any fidelity or other bonds required of the Manager under any Massachusetts state law or Town ordinance.

SECTION THIRTEEN: VACATION AND FRINGE BENEFITS:

A. For each year of the term of this Agreement, Manager shall have four (4) weeks paid vacation and five (5) personal days, not to be taken more than two consecutive weeks at a time unless pre-approved by the Board of Selectmen. Manager shall provide reasonable advance notice to the Chairman of the Board of Selectmen of when he intends to take such vacation time and personal days. For the purpose of calculating vacation time for any part of a year, vacation time shall accrue at a rate of one and two-thirds (1 2/3) days per month of completed service. Unused and accrued vacation time may be carried from one year into the next year, however, accrued, unused vacation time shall not exceed fifteen (15) days. To the extent that unused, accrued vacation time exceeds fifteen (15) days, such excess shall be

deemed waived and forfeited by the Manager. Personal days may not be carried from one year to another.

B. All other provisions of the Town Charter, By-Laws, regulations, rules, and policies of the Town relating to sick leave and holidays as they exist from time to time shall also apply to the Manager.

C. Town agrees to provide a family health insurance plan for Manager and pay a portion of the premium in accordance with the benefit policies currently applicable to other municipal employees.

D. 1. Group Life Insurance

The Manager may participate in the Town's group term life insurance program which provides employees with a \$4,000.00 policy for which the Town pays 80% of the premium.

2. Voluntary Life Insurance Plan

Manager may participate in the voluntary life insurance plan which allows Town employees to purchase group term life insurance.

3. Term Insurance

The Town shall pay 100% of the premium on a \$200,000.00 term life insurance life policy on the life of the Manager. The policy shall be selected and obtained by the Manager.

E. Deferred Compensation: Employer shall contribute (10.00%) percent of Manager's salary to the Manager's 457(k) deferred compensation program to be selected by the Manager. This contribution shall be distributed into investments solely determined by John D'Agostino.

F. The Town shall provide the Manager with participation in the Bristol County

Retirement System in accordance with the usual practices of the Town.

SECTION FOURTEEN: NOTICES:

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

1. Employer: Board of Selectmen
 Six Park Row
 Mansfield, MA 02048

2. Employee: John D'Agostino
 150 Rumford Ave., Unit #118
 Mansfield, MA 02048

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed 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 SIXTEEN: GENERAL PROVISIONS:

- A. This Agreement shall constitute the entire Agreement between the parties.

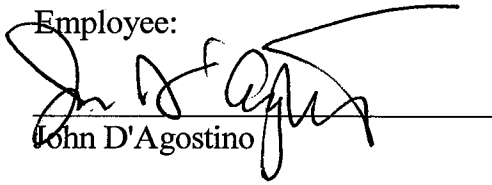
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.

- C. The Agreement may be reopened for revision at any time during its term upon the mutual consent of both parties. Except, however, to be effective, any such revisions must be in writing and signed by both parties.

- D. If any provision, 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.

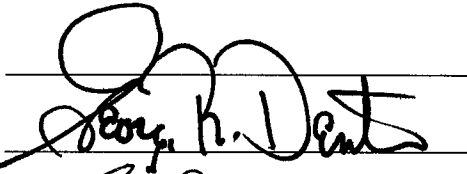


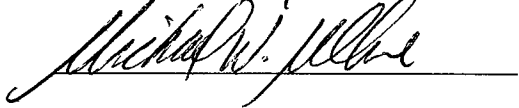
IN WITNESS THEREOF, the parties hereunto set their seals.

Employee:

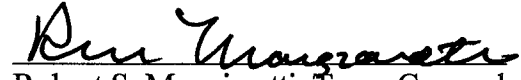

John D'Agostino

Employer:

Town of Mansfield
Board of Selectmen

Approved as to Form:


Robert S. Mangiaratti, Town Counsel
Dated: _____