

AGREEMENT

AGREEMENT, made and entered into this 5<sup>th</sup> 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

