

**EMPLOYMENT AGREEMENT
TOWN OF ACTON & JOHN S. MANGIARATTI**

THIS FOURTH AMENDED AND RESTATED AGREEMENT (the "Agreement") is entered into as of the 25th day of July, 2022, between the TOWN OF ACTON, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called the "TOWN OF ACTON," and John S. Mangiaratti, hereinafter referred to by that name or as the "EMPLOYEE."

WHEREAS, the TOWN OF ACTON desires to employ the services of said EMPLOYEE as Town Manager of the TOWN OF ACTON, as provided by the Charter of the Town of Acton, adopted 5 May 1982, as amended (hereinafter referred to as "THE CHARTER") and G.L. c. 41, § 108N; and

WHEREAS, it is the desire of the Select Board to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, it is the desire of the Select Board to (1) secure and retain the services of said EMPLOYEE and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the EMPLOYEE's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the EMPLOYEE's services at such time as he may be unable to fully discharge his duties due to disability or when the TOWN OF ACTON may desire to otherwise terminate his employment;

WHEREAS, the EMPLOYEE desires to accept employment as Town Manager of said TOWN OF ACTON; and

WHEREAS, the TOWN OF ACTON and the EMPLOYEE now desire to amend the Existing Employment Agreement in certain additional respects, and otherwise to restate that Existing Employment Agreement as set forth herein.

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

Section 1 – Duties

A. The TOWN OF ACTON hereby agrees to employ John S. Mangiaratti as a full time Town Manager of the TOWN OF ACTON to perform the functions and duties specified in THE CHARTER and the Massachusetts General Laws, and to perform such other legally permissible and proper duties and functions as the TOWN OF ACTON shall from time to time assign. The EMPLOYEE may nevertheless engage in limited occasional teaching, writing, consulting, or volunteer work that does not interfere with his responsibilities to the TOWN OF ACTON, with the prior approval of the Select Board. In addition, the EMPLOYEE may engage in volunteer activities, provided they do not interfere with his responsibilities to the TOWN OF ACTON.

B. Prior to the beginning of each fiscal year following the execution of this instrument, the Select Board and the EMPLOYEE will mutually establish goals for the ensuing year, and at least once each year, the Select Board will evaluate EMPLOYEE'S performance in relation to those goals and his general performance of duties as outlined in Section 6.

Section 2 – Term

A. Subject to the provisions of Section 3 of this Agreement, the TOWN OF ACTON and the EMPLOYEE agree to modify the Initial Term established by the Fourth Amended and Restated Agreement as follows: Effective July 1, 2022, the TOWN OF ACTON agrees to employ and EMPLOYEE agrees to remain in the employ of the TOWN OF ACTON for the period July 1, 2022 through June 30, 2025 (the “Modified Term”), unless this Agreement is extended or terminated as provided below.

B. The Term of this Agreement may be further extended by the Select Board for successive fiscal years (each an “Extension Term”) or modified by mutual agreement, provided all such modifications are in writing signed by EMPLOYEE and the TOWN OF ACTON. The Term and the Extension Term(s) are collectively referred to as the Term.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Select Board to terminate the services of EMPLOYEE for cause in accordance with Section 4-3(c) of THE CHARTER.

Section 3 – Removal, Resignation, and Severance Pay

A. The Select Board may terminate the services of the EMPLOYEE as Town Manager by failing to re-employ him at the expiration of the Term or any extension thereof provided it gives him at least three hundred sixty-five (365) days’ written notice of its decision. The Select Board may remove the EMPLOYEE for cause at any time in accordance with the provisions of THE CHARTER. If the Select Board terminates the services of the EMPLOYEE other than for cause, the EMPLOYEE shall be entitled to severance pay equal to twelve months’ salary, in addition to any other benefits to which he may be entitled by law or this Agreement. If the termination for the EMPLOYEE’S services is for cause, the TOWN OF ACTON shall have no obligation for the severance payment provided in this paragraph. This paragraph does not alter or otherwise presume to address any legal rights the EMPLOYEE may have with respect to a for-cause termination.

B. If the TOWN OF ACTON at any time during the term of employment provided above reduces the salary of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all TOWN OF ACTON employees, or if the TOWN OF ACTON refuses, following written notice, to comply with any other provisions of this Agreement benefiting the EMPLOYEE, the EMPLOYEE may at his option be deemed to be terminated at the date of such reduction or refusal and shall be entitled to the severance pay provided in paragraph 3A immediately above.

C. If the EMPLOYEE voluntarily resigns his position with the TOWN OF ACTON before the expiration of the term of employment provided above the EMPLOYEE shall give the TOWN OF ACTON at least ninety (90) days written notice, unless the parties then agree otherwise, and shall not be entitled to the severance pay provided in paragraph 3A above, unless the parties agree otherwise, but shall be entitled to any accumulated vacation.

D. Paragraph 3A shall survive any termination of this Agreement.

Section 4 – Compensation and other Benefits

A. The TOWN OF ACTON agrees to pay the EMPLOYEE for his services an annual base salary of \$226,929, effective July 1, 2022, payable in installments at the same time as other TOWN OF ACTON employees are paid. In addition, a one-time merit payment of \$4,000 payable in one installment in June of 2022. The TOWN OF ACTON agrees to annually review the EMPLOYEE's base salary and other benefits and to increase such salary and benefits in such amounts and to such an extent as the Select Board may determine, based on the EMPLOYEE's performance in office. The TOWN OF ACTON and the EMPLOYEE anticipate that, subject to the Select Board's schedule, the annual review as described in Section 6 will occur during the fiscal year, before the Annual Town Meeting, and any adjustments to base salary and other benefits would be effective on or before July 1 of the following fiscal year.

B. During the Term of this Agreement, the EMPLOYEE will be entitled to the same benefits as other full-time, non-union employees of the TOWN OF ACTON, including, without limitation, any such benefit adopted, amended or modified by the TOWN OF ACTON during the Term of this Agreement. The EMPLOYEE will be entitled the same health insurance benefit (or, in the alternative, payment for opting out of TOWN OF ACTON health insurance coverage) as other non-union employees of the TOWN OF ACTON under the Group Health Insurance plan, Health Maintenance Organization ("HMO") plan, Preferred Provider Organization ("PPO") plan, or other health insurance benefit plan offered from time to time by the TOWN OF ACTON to its non-union employees. The TOWN OF ACTON will contribute an amount equal to the current year maximum allowable contribution amount for families annually in July to the Health Savings Account that the EMPLOYEE establishes. In addition, the TOWN OF ACTON will provide the EMPLOYEE with Group Life Insurance coverage not to exceed \$15,000, the TOWN OF ACTON will pay 50 percent of the premium and the EMPLOYEE shall pay the other 50 percent, and the TOWN OF ACTON will contribute up to \$3,000.00 annually in aggregate toward the cost of disability and life insurance coverage for the EMPLOYEE.

C. To assist the EMPLOYEE in planning for his eventual retirement, the TOWN OF ACTON shall pay a pension supplement annually in July on behalf the EMPLOYEE to the ICMA Retirement Corporation Sec. 457 deferred retirement compensation plan equal to 5% of base pay effective July 1, 2022.

D. The EMPLOYEE shall be entitled to five (5) weeks (or 200 hours) of vacation leave per year. Unused vacation days may be carried over from one year to another. The EMPLOYEE shall be entitled to such sick leave as may be provided to Department Heads of the TOWN OF ACTON.

E. All other provisions of the TOWN OF ACTON personnel Bylaws relating to fringe benefits and working conditions as they now exist or hereinafter are amended, not specifically addressed in this Agreement will also apply to the EMPLOYEE.

Section 5 – Hours, Equipment, Professional Development and Other Conditions of Work

A. The EMPLOYEE understands and agrees that he will devote substantial time outside the TOWN OF ACTON's normal office hours to the business of the TOWN OF ACTON. The EMPLOYEE may take time off during normal office hours, providing such time off does not interfere with his performance of his duties as Town Manager. EMPLOYEE may telecommute and/or work remotely.

B. During the course of his employment by the TOWN OF ACTON, EMPLOYEE agrees that he will reside in Acton or an immediately contiguous town.

C. In recognition that the EMPLOYEE, in the discharge of his duties as Town Manager, will be required to travel within the Commonwealth of Massachusetts, and occasionally outside the Commonwealth, on TOWN OF ACTON business, and to continue his professional development, and will be required to be "on call" to respond in the event of TOWN OF ACTON emergencies, the EMPLOYEE will have access to and the use of a vehicle or vehicles owned by the TOWN OF ACTON in connection with the performance of his duties and responsibilities under this Agreement and for personal use. The EMPLOYEE will be provided with a mobile phone and a laptop computer for his use in performing the duties of his office. Said mobile phone and laptop computer will nevertheless remain the property of the TOWN OF ACTON and shall be subject to all policies as may be approved from time to time by the Select Board concerning the use by the EMPLOYEE of and the access by the TOWN OF ACTON to electronic devices owned by the TOWN OF ACTON.

D. The TOWN OF ACTON hereby agrees to pay professional dues and subscriptions and travel and subsistence expenses of the EMPLOYEE for professional and official travel to meetings and occasions, adequate to continue the professional development of the EMPLOYEE and to pursue necessary official and other functions of the TOWN OF ACTON, including but not limited to the Annual Conference of the International City Management Association, and such other national, regional, state, and local government groups and committees, all of which are subject to approval of the Select Board.

E. The TOWN OF ACTON, subject to approval by the Select Board, will reimburse the EMPLOYEE for other expenses related to and arising out of the EMPLOYEE'S duties as Town Manager.

Section 6 Town Manager Evaluation

A. The Select Board shall review and evaluate the EMPLOYEE every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Select Board and the EMPLOYEE. Further, the Chair of the Select Board shall provide the EMPLOYEE with a summary written statement of the evaluation findings of Select Board Members and shall provide an adequate opportunity for the EMPLOYEE to discuss the evaluation with the Board. The individual evaluation of Select Board Members shall be part of the EMPLOYEE's personnel file, subject to Section 23(e) of chapter 30A of the Massachusetts General Laws.

B. Annually the Select Board and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the TOWN OF ACTON and the attainment of the Select Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the TOWN OF ACTON and the events that have occurred during the year.

Section 7 – Indemnification and Bonding

A. The TOWN OF ACTON shall defend, save harmless, and indemnify the EMPLOYEE against any claim, demand, or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of his duties as Town Manager, in accordance with and to the extent permitted by G.L. c. 258, §§ 9 and 13. The TOWN OF ACTON shall have the right to defend, compromise, or settle any such claim or suit as it deems appropriate. The EMPLOYEE agrees to promptly notify the Select Board and to cooperate fully with Counsel designated by the TOWN OF ACTON to handle such claim. The TOWN OF ACTON may obtain such insurance to cover its obligations hereunder as it deems appropriate.

B. The EMPLOYEE shall execute a bond in favor of the TOWN OF ACTON for the faithful performance of his duties in such sum and with such sureties as may be fixed or approved by the Select Board. The TOWN OF ACTON shall pay the premium on such bond.

Section 8 – General Provisions

A. This Agreement herein 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 EMPLOYEE.

C. This Agreement shall become effective at such time as the signatures of EMPLOYEE and a majority of the members of the TOWN OF ACTON Select Board have affixed their signatures to this document.

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, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Select Board of the TOWN OF ACTON and the EMPLOYEE have signed and executed this Agreement, as of the dates written below, in two counterparts, one of which shall be retained by the EMPLOYEE, and one of which shall be retained by the TOWN OF ACTON Clerk's office.

EMPLOYEE

John S. Mangiaratti

Select Board, TOWN OF ACTON

Dean A. Charter
Dean A. Charter, Chairman

Jim Snyder-Grant
Jim Snyder-Grant, Vice Chairman

Himaja Nagireddy
Himaja Nagireddy, Clerk

David D. Martin
David D. Martin, Member

Francesca Arsenault
Francesca Arsenault, Member

Date

7/25/22

Date: 7/25/22

Date: 7/25/22

Date: 7/25/2022

Date: 7/25/22

Date: 7/25/2022