

**TOWN OF TIVERTON**  
**EMPLOYMENT AGREEMENT**  
**PART TIME ZONING OFFICER**

**THIS AGREEMENT** is made and entered into this 31<sup>st</sup> day of October, 2019, by and between the Town of Tiverton, Rhode Island, a Rhode Island municipal corporation (hereinafter referred to as the "Town") and Joseph R. Kaufman (hereinafter the "Employee").

The Town and Employee have agreed that Employee will serve as Part-Time Zoning Officer, and have also agreed on the conditions of employment, and therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. DUTIES:**

The Town hereby agrees to employ Employee as Part-Time Zoning Officer to perform the functions and duties specified in the attached job description (Attachment A), under the supervision of the Building Official of the Town of Tiverton, and to perform other legally permissible and proper duties and functions as the Building Official may from time to time assign, and to perform all of said duties with due diligence, meeting accepted standards of professionalism, skill and competence, and to perform said duties in keeping with, and conforming to, applicable laws and regulations of the State of Rhode Island and the Town of Tiverton.

**2. TERM:**

- A. Employee's term shall begin on November 1, 2019 and shall continue through fiscal year 2020-21, subject to other provisions of this Agreement. The term may be extended by mutual agreement, subject to appropriation by the Town Council of funding for the position.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town to terminate the services of Employee for just cause, pursuant to Section 3 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the Town, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Employee agrees not to accept other employment that in any way conflicts or may conflict with the duties set forth in Section 1 of this Agreement while this Agreement is in full force and effect.

### **3. TERMINATION:**

- A. The Town may terminate the services of Employee for just cause due to violation of any of the terms or conditions or standards of performance of this Agreement. Said termination shall conform to the personnel rules and regulations adopted by the Town of Tiverton, as well as all relevant laws pertaining to the termination of employees.
- B. In the event that Employee is removed by the Town for cause as set forth in Section 3A above, or in the event that Employee is convicted of any criminal wrongdoing, or is guilty of malfeasance or misfeasance , then Employee may be immediately terminated at the discretion of the Town Manager.
- C. In the event that Employee resigns following a request by the Building Official or Town Manager to resign, he shall not be eligible for severance benefits.
- D. In the event Employee voluntarily resigns his position with the Town, he shall give the Town two (2) weeks' notice in advance unless the parties otherwise agree.

### **4. PART-TIME EMPLOYMENT AND WORK SCHEDULE:**

- A. Employee shall generally work no more than five (5) days per week, for a total of no more than nineteen (19) hours per week.
- B. The Building Official and Employee shall agree on a work schedule that allows Employee to make the most efficient use of the part-time hours, and shall from time to time evaluate, and may modify, the schedule to ensure it enables Employee to perform the duties and provide the services as described in this Agreement, including coordination and collaboration with other Town employees and with constituents and stakeholders.

### **5. SALARY:**

Employee shall receive a salary of \$32.39 per hour.

### **6. GENERAL PROVISIONS:**

- A. This contract shall be subject to ratification by the Tiverton Town Council as required by Section 407 (13) of the Tiverton Town Charter.
  - B. The text herein constitutes the entire Agreement between the parties.
-

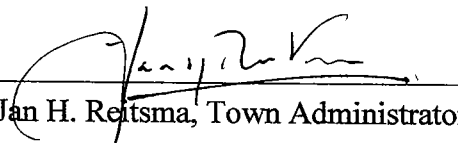
C. This Agreement shall be governed by, and construed according to, the laws of the State of Rhode Island.

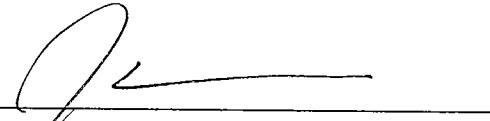
IN WITNESS WHEREOF, the Town of Tiverton, Rhode Island has caused this Agreement to be signed and executed in its behalf by the Town Manager of the Town of Tiverton, and duly attested by its Town Clerk, and Joseph R. Kaufman has signed and executed this Agreement, both in duplicate, the day and year first above written.

TOWN OF TIVERTON

EMPLOYEE:

By

  
Jan H. Reitsma, Town Administrator

  
Joseph R. Kaufman

ATTEST:

  
Nancy Mello, Town Clerk