Town of Tiverton, Rhode Island

Toni Lyn McGowan
Employment Contract

AGREEMENT entered into this 1st day of July, 2009 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Toni Lyn McGowan, hereinafter referred to as the "Employee". As used herein, the term Employer shall refer to either the Town of Tiverton as a corporate entity, or the Town Administrator as the immediate supervisor of the Employee, as the context may dictate.

NOW, THEREFORE: the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee as a salaried position, it is now agreed as follows:

1. **TERM**
   The term of this agreement shall commence on July 1, 2009 and continue for three (3) years and terminate on June 30, 2012.

2. **DUTIES**
   The Employee shall have the responsibilities outlined in the Home Rule Charter of the Town of Tiverton, Article VI, Section 603. Notwithstanding anything in the Home Rule Charter; the Employee may be assigned special projects from time to time. The Employer has the right to assign any other duties that are related to the position.

3. **SALARY**
   The Employee shall receive the salary of $28,500 per year.
   The stated amount is to be paid on a fortnightly basis. It is herein agreed and understood that in the event of termination of employment for any reason or by either party, the aforesaid annual salary shall be prorated on an annualized basis.

   The average hours per week are expected to be 25; 5 days per week, 5 hours per day. This daily 5 hour schedule is also applicable to Holidays, Vacation, Personal and Sick Time. This is a salaried position, and the actual hours worked may be more or less, and attendance at evening meetings is to be expected. The Employee shall not be entitled to any overtime or compensatory time. However, the Employer may, with prior written approval and notice to the Town Treasurer, grant compensatory time to the Employee.

4. **JOB EVALUATION**
   The Employer reserves the right to conduct job evaluations at any time during the Term of the agreement. Salary increases beyond the first year of the contract shall be determined by merit.

5. **RETIREMENT**

The Employee shall participate in the RI State Employee's Retirement System with COLA C provisions which were effective November 1, 2006 with contributions to the plan by the Employee pursuant to the provisions of the retirement plan.

6. **VACATION**

The Employee shall be entitled to vacation leave at the rate of (12) days per year accumulated at the rate of (1) day per month for the first year and at the rate of (15) days per year accumulated at the rate of one and one quarter (1 1/4) days per month for the second and third year. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of (15) days beyond the anniversary date each year.

7. **SICK LEAVE/PERSONAL LEAVE**

The Employee shall be entitled (15) sick days per year accumulated at the rate one and one quarter (1 ¼) days per month. Leave may be accumulated for the term of this contract. There shall be no cash value to any accumulated sick leave at any time during this agreement period. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness. The Employee shall be entitled to two (2) personal days per year, none of which may accumulate beyond the anniversary date each year.

8. **BEREAVEMENT LEAVE**

The employee may be absent for three consecutive calendar days (with full pay) in the case of death of a mother, father, brother, sister, spouse or child.
Two days for father-in-law or mother-in-law or a grandparent. An additional day may be granted at the discretion of the Employer for any Bereavement leave.

9. **LIABILITY INSURANCE**

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of the office and while acting in the capacity of his employment.

10. **HOLIDAYS**

The Employee shall be entitled to time off with pay for the following holidays:

New Years' Day	Martin Luther King Day
President's Day	Good Friday (one half day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Half Day before Christmas	Christmas Day

11. **LIFE INSURANCE**
The employee shall be entitled to term life insurance coverage in the amount of $50,000.00 for the period of this agreement.

12. **HEALTH INSURANCE**
There is no provision for Health and Dental at this time. Should the employee have a need for health and dental in the future, it will be negotiated at that time.

13. **CONTINUING EDUCATION**
There is no provision for Continuing Education.

14. **SUSPENSION/TERMINATION**

Notwithstanding the term of this employment contract, termination may occur either by:

a. Mutual agreement of the parties;

b. Retirement of the Employee;
In the event of retirement of the Employee, the employee will notify the Employer at least sixty (60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement

c. Employee may be terminated or suspended for willful non-compliance with any provisions of United States law, Rhode Island law, or the Tiverton Town Code, including the Town Charter.

d. Death of Employee;

e. Disability of Employee;
In the event of disability, by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than six (6) months during the term of this Agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical documentation (at least two (2) physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.

f. The employee may be suspended or discharged for non-compliance with any requirements which relate to the Employee's qualifications for holding the position.

g. Suspension or Discharge for Cause - Employee may be suspended or discharged for cause during the term of this agreement for one or more of the following reasons: (1) immorality, (2) conviction of a felony or other crime involving moral turpitude, (3) repeated failure to comply with established Employer policy (4) continuing neglect of duties, (5) insubordination and/or (6) conviction of any violation of state or federal law.

h. The Employer may terminate Employee or suspend Employee for a designated period of time in accordance with this section. Any such termination or suspension of Employee during the term of this agreement prior to its termination date shall be governed by the Town Charter.

i. Notwithstanding anything herein to the contrary, the Employer may terminate the Employee for no cause whatsoever *after the first six months of the term of this Employment Contract* in consideration of payment of three (3) months pro-rated base salary, with no other benefits whatsoever.

15. **STATUS REPORT**

Prior to the issuance of the employee's final paycheck, and at any time upon request of the Employer, the Employee shall submit a written report to the Employer, which details the status of his/her office. This shall include, but not be limited to, an assessment of operations, status of any projects or outstanding issues, computer passwords and details of unresolved issues. The Employee's final paycheck may be withheld until such final report is submitted.

16. **EXTENSION**

Extension of the Employee's employment shall be considered by the Employer in the last 3 months of the Employee's employment contract. Not later than 30 days prior to the end of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to offer Employee a new employment contract.

17. **POLICIES** and **PROCEDURES**

The Employee is subject to all policies and procedures as adopted by the Employer in the Town of Tiverton personnel handbook.

This agreement is executed this 9 day of June, 2009.

Town of Tiverton:

Town Administrator

Employee: Tonilynn M. Gowan

Md\contracts department heads\tonilynmcgowan