



Town of Tiverton, Rhode Island

Employment Contract

AGREEMENT entered this day of October 27 2020, by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Christopher Cotta, 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 Council as the immediate supervisor of the Employee, as the context may dictate.

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

1. TERM

The term of this employment contract shall be three (3) years commencing on October 1, 2020 and ending on September 30, 2023. The Employer and Employee acknowledge that from April 1, 2020 until September 30, 2020, the Employee successfully served as the Interim Town Administrator which the Employer agrees to recognize as the employee's probationary period.

2. DUTIES

Consistent with the Tiverton Town Charter, Town Ordinances, and state and federal law, and subject to the general supervision and pursuant to the order, advice, and direction of the Town Council¹, the Employee shall faithfully, diligently, and to the best of his ability,

¹ The Employee shall report to and be responsible to the Town Council as a whole, provided that when the Town Council is not in session, the Employee shall report to the Town Council President and shall be responsible to the Town Council President so long as the instructions therefore do not contradict state law, local law, the Town Charter, or established Town Council policy. In the event the Town Council President is unavailable, the Employee shall report to the Town Council Vice-President.

perform those duties which are customarily performed in the position of Tiverton Town Administrator.

The Employee is expected to devote his/her entire business time, energy, and skill to the duties and responsibilities of the position, and shall not be employed by any other person, corporation, or organization, or occupied with any self-employment during town business hours of such Employee. However, this language will not restrict the Employee from voluntarily serving on the Board of Directors to the National White Collar Crime Center (NW3C) of both Richmond, VA and Fairmont, WV, as he has since 1998.

The average hours per week are expected to be 40. As this is a salaried position, the actual hours worked may be more or less, and attendance at evening or weekend meetings is expected. The Employee shall not be entitled to any overtime or compensatory time. It is specifically understood and agreed that the Employee is on call seven days per week, twenty-four hours per day

Any outside employment shall require the prior written approval of the Town Council.

3. POLICIES AND PROCEDURES

The Employee is subject to all policies and procedures duly adopted by the Town and reflected in the town's personnel handbook, as may be amended from time to time.

4. SALARY

- (a) The Employee shall receive a salary of \$95,000 for the first contract year payable in installments in the same manner and method as all other municipal employees.
- (b) Based upon satisfactory performance as determined by the Town Council's annual evaluation, merit based salary adjustments of the Employee salary for FY2022 and FY2023 may be awarded. The evaluation is performed to constructively assist the Employee in achieving Town expectations and such evaluation shall be conducted in executive session and in conformance with section 407(5) of the Town Charter.

5. RETIREMENT/DEFERRED COMPENSATION

The Employer shall not participate in the Rhode Island State Employees Retirement System pursuant to R.I.G.L. § 30-10-36 (d)(1). The Employee is responsible for any and all notifications to the state retirement system with regard to any prior earned pension from previous employment. The Employer will permit the Employee to enroll in a deferred compensation plan with the International City/County Management Association (ICMA), or other legally recognized plan as directed by the Employee, and will contribute a match dollar for dollar of an Employee contributions up to six percent (6%) of the Employee's annual salary.

6. VACATION

The Employee shall be entitled to 4 weeks or 20 vacation days leave per year accrued on a monthly basis. Upon termination of employment, Employee shall be required to pay Town for any vacation days taken prior to accrual.

It is agreed that during the term of employment, the Employee may not carry forward more than 10 days of vacation time per year. Additional time may be carried over with the prior approval of the Town Council. Upon termination of this contract, any unused vacation leave (including any and all carried over vacation time) shall be paid to the Employee. Should this contract be renewed, any unused vacation leave shall carry over to the new contract.

7. SICK LEAVE/PERSONAL LEAVE

The Employee shall be entitled to ten (10) sick days per year. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness. Sick leave may be accumulated during the term of employment and shall be carried over to any subsequent Employment Contract with the maximum number of days accumulated limited to 100 days. There shall be no cash value to any accumulated sick leave upon termination /separation.

The Employee shall be entitled to three (3) personal days per year, none of which may accumulate beyond the anniversary date each year. There shall be no cash value for personal days upon termination or separation of employment.

8. BEREAVEMENT LEAVE

The Employee may be absent for five (5) work days (with full pay) in the case of death of a spouse or child. The Employee may be absent for three (3) work days (with full pay) in the case of death of a mother, father, brother, or sister, and two (2) days for father-in-law or mother-in-law, grandparent, aunt, or uncle. Additional days may be granted at the discretion of the Employer for any Bereavement Leave.

9. HOLIDAYS

The Employee shall be entitled to time off for the following Holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday (Half Day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day and the Friday after	
Christmas Day and Half a day on Christmas Eve	

In the event that the State of Rhode Island eliminates Victory Day as a legally paid Holiday, the Employee's Birthday or any other day agreed upon, shall replace Victory Day as a paid day off.

10. LIABILITY INSURANCE/POST EMPLOYMENT REPRESENTATION

The Employee shall be covered by the Town of Tiverton's 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. Employer agrees to provide the full cost of legal representation post-employment for any matter occurring out of the official actions of the Employee during the term of this agreement.

11. LIFE INSURANCE

The Employee shall be entitled to term life insurance coverage in the amount of \$100,000.00 for the term of employment.

12. MEDICAL INSURANCE

The Employee currently carries health benefits as a condition of retirement with the State of Rhode Island and waives the Town from providing health benefits until such time the state mandates the Employee to utilize the current Employer health benefits. The Employee will be granted the ability to enroll in the municipal family dental plan for Employees.

13. CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

The Employer agrees to pay for the professional dues and subscriptions of the Employee necessary for his continuation and full participation in the Rhode Island League of Cities and Towns, the Rhode Island Cities and Town Managers Association and the International City/County Management Association. The Employee shall be reimbursed up to a maximum of \$2,500.00 per year in costs associated with continuing education/seminars as related to the position.

14. EXPENSE REIMBURSEMENT

The Town recognizes that certain limited and reasonable expenses of a non-personal, community or job-affiliated nature may be incurred by the Employee from time-to-time, agrees to reimburse such expenses with prior written approval of the Town Council and upon receipt of duly executed expense reports, with appropriate receipts, statements or affidavits, subject to budgetary constraints.

15. 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 shall notify the Employer at least forty-five (45) 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. Disability of Employee (as defined and/or in compliance with State and Federal Regulations). Recognizing that such an eventuality would pose a substantial and undue burden on the Employer, this Contract shall terminate, and all obligations thereunder cease, if the Employee is disabled from performing the usual and normal functions of his job for a period of more than six (6) months in any twelve (12) month period.
- d. Suspension or Discharge for Cause; Employee may be suspended, with or without pay, or discharged for cause during the term of this agreement for one or more of the following reasons: (1) suspension for being officially charged with a felony or a misdemeanor, and discharge for a conviction of a felony or conviction of a misdemeanor relating to the official duties of the Employee or violating the public trust; (2) suspension or discharge for repeated failure to comply with established Employer policy; (3) suspension or discharge for continuing neglect of duties; (4) suspension or discharge for insubordination.
- e. 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 shall be governed by the Town Charter; Section 1210(a).
- f. Death of the Employee

16. 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.

17. EXTENSION OF CONTRACT

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.

18. TOWN PROPERTY:

Upon termination of this employment contract, the Employee shall return to the Town all documents, files, books, records, computers, software, materials, discs, keys, equipment, passes, ID materials, and all other property of the Town. Any passwords the Employee used to log into any software or accounts on behalf of the Town must be provided to the Town.

19. EFFECTIVENESS AND EXECUTION

This Employment Contract will not be deemed to be executed until approved by the Tiverton Town Council by resolution or other duly taken action, and such action is attested by the Clerk of the Council.

20. ARBITRATION

The Employee and Employer agreed that any dispute or controversy related to the terms, conditions, or provisions of this contract shall be subject to mandatory binding arbitration and in accordance with the rules and procedures of the American Arbitration Association.

21. SEVERABILITY/GOVERNING LAW

This offer of employment shall become binding upon the parties upon execution. This agreement is the sole and entire agreement between the parties and shall, as of the date of its execution, supersede any and all other agreements between the parties. It may not be modified or terminated orally, but only by a writing signed by the parties. In the event that any breach of this agreement by Employee is waived by Town, such waiver shall not constitute a waiver of any subsequent breach by Employee. If one or more of the provisions of this Agreement shall be found invalid or otherwise unenforceable, the validity, effectiveness, and enforceability of any and all other provisions hereof shall not be affected. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

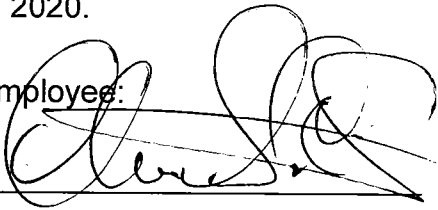
IN WITNESS WHEREOF, the parties hereto have executed this Contract of Employment to be effective as of the date first above stated.

This agreement is executed this 27 day of October, 2020.

Town of Tiverton:

Jamiera L. Hilton
Town Council President

Employee:



ATTESTED, that this Contract of Employment was approved by the Town Council of the Town of Tiverton, Rhode Island, by action duly taken on the 27th day of October, 2020.

CLERK OF THE TOWN COUNCIL:

Signed: *Nancy L. Mello*

Printed Name: Nancy L Mello