

SCANNED
J. Moratto

August 2, 2018

J. Mark Rooney
[REDACTED]
[REDACTED]

RE: Conditional Offer of Employment

Dear Mark:

On behalf of the Town Council, I am pleased to make you this conditional offer of employment for you to serve as our next Town Manager.

This offer is subject to the completion of a background investigation and provision of evidence of general good health that is satisfactory to the Council at its sole discretion along with receipt of copies of your college degrees, and finally, your execution of a mutually agreeable formal Personal Services Agreement with an attached list of goals and objectives mutually agreed upon between you and the Town Council.

The following are the key terms and conditions of employment that we understand from discussions on 8/1/18 are agreeable to you. Upon receipt of confirmation of your acceptance of this offer, our Attorney will incorporate these into an Employment Agreement for your review and approval. Upon satisfaction of the conditions specified herein the final Agreement can be then be executed by the parties.

Key terms of employment:

- Residency not required, *but preferred JMR*
- Three Year Agreement:
- Base Salary - \$160,000 per year for each year of the contract. Performance bonuses may be granted at the sole discretion of the Town Council.
- The employee agrees to complete the coursework necessary to secure his MPA Degree within 12 months of the date of execution of the Employment Agreement. This will be a major factor in evaluation and bonus consideration.
- It is expected that between October 15 and December 1 of each year, the Town Council will perform an employee evaluation of the Town Manager. This evaluation process will also establish goals and objectives for the Town Manager that will reflect Town budget priorities.

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- Severance

- If involuntary termination of the Manager occurs by action of the Town Council the employee will receive payment of salary only – excluding all other benefits or forms of compensation- for the unexpired term of this agreement plus any accrued vacation or leave as of the date of termination. If the employee is terminated as a result of a criminal conviction or moral turpitude these severance provisions shall not apply.
- Voluntary resignation by the employee requires 120 days advance written notice to the Town Council and, in the event the resignation takes place within 24 months of August 2, 2018, the employee agrees that the Town may withhold \$15,000.00 from his final pay to offset the Town's recruitment cost to refill the position.
- If the employee voluntarily resigns after the conclusion of this 24 month period, the employee will provide 60 days advance written notice of such resignation to the Town Council.
- Employee Benefits: the employee shall be entitled to insurances and retirement benefits as are provided to all other non-union municipal employees and the employer's contribution to such insurances and retirement shall be consistent with that provided to non-union employees throughout the term of employment unless otherwise specifically provided in the Employment Agreement.

- Vacation, Sick Leave, Personal Leave, Bereavement Leave, Holidays

The employee shall accrue leave time consistent with the Town's personnel policy for non-union employees calculated at the level of 25 years of service.

- Vehicle Allowance, Cell Phone, and Laptop Computer:

- The employee will be provided \$500 per month vehicle allowance subject to providing the employer with a certificate of insurance coverage (naming the employer if allowable by state regulation and the specific insurance provider) in advance of employment date and anniversary thereof annually.
- The Town will provide the employee with a cell phone and laptop computer primarily for business use with the understanding that reasonable, limited personal use is acceptable.

- Professional Development

- Funds will be budgeted annually & subject to appropriation on a fiscal year basis for national or regional professional development meetings and conferences with the mutual understanding that professional development costs need to be reasonable.
- Funds will also be budgeted annually to maintain the employee's membership with ICMA & RI Managers Association.

- Hours of Work

- Employee will be devoting a great deal of time outside the normal work schedule, so while the employee will not accumulate comp time, he will be allowed to establish an appropriate and reasonable work schedule that

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reflects the ebb and flow of work demands in consultation with the Council President.

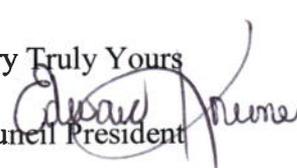
- The parties agree that the employee will be granted reasonable time for legal review of the final draft employment agreement prepared by the employer with the understanding that each party is responsible for their own legal expenses.

Please advise us by return e-mail of your acceptance of the above terms and your intention to assume the position of Town Manager and return a copy of this letter with your dated signature.

Once you have formally accepted this conditional offer we will work with you to prepare a formal announcement of your selection as appropriate.

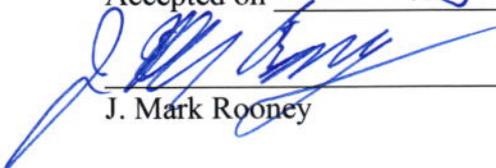
In closing, I'd like to extend our personal congratulations and convey the enthusiasm of the Council on your selection. We all really look forward to working with you and benefiting from your experience and public sector management skills in the months and years ahead.

Very Truly Yours


Council President

Accepted on

20 Aug 2018


J. Mark Rooney

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