

EMPLOYMENT CONTRACT

This Contract, entered into on this ____ day March, 2019, by and between the Town of Thompson's Station, Tennessee, a Municipal Corporation, hereinafter called the "Town", as party of the first part, and Kenneth L. McLawhon, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WHEREAS, the Town desires to employ Kenneth L. McLawhon as the Town Administrator of the Town of Thompson's Station as set forth in the Town's organizational documents, Town Code, Resolutions and Ordinances and as authorized by, the Town Charter and the Town Code;

WHEREAS, it is the desire of the Governing Body 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 Governing Body to (1) retain the services of Employee and to provide inducement to him to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (3) provide a just means of terminating Employee's services at such time as he may be unable to discharge his duties or when the Town may desire to otherwise terminate his employment; and

WHEREAS, Employee desires employment as Town Administrator of said Town;

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

Section I. Duties

The Town hereby agrees to employ said Kenneth L. McLawhon as the Town Administrator to perform the functions and duties specified in applicable sections of the Town's Code, Charter, Ordinances and/or resolutions, and to perform such other legally permissible and proper duties and functions as may be required from time to time.

Section 2. Term

A. Nothing in this document shall prevent, limit or otherwise interfere with the right of Governing Body to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraphs A and B of this contract.

B. Nothing in this document shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Town, subject only to the provisions set forth in Section 3, paragraph C. of this contract.

C. Employee agrees to remain in the exclusive employ of the Town until May 1, 2024 and not seek employment by any other employer unless he keeps the Town informed until said termination date, unless said termination date is effected as hereinafter provided.

D. In the event written notice is not given by either party to this contract to the other sixty

(60) days prior to the termination date above, this contract shall be extended on the same terms and conditions as herein provided, all for an additional period of two (2) years. If the parties so desire it may renew automatically again thereafter for an additional two (2) years beyond the first automatic renewal.

Section 3. Termination and Severance

A. If the Employee is terminated by the Governing Body before expiration of the aforesaid term of employment and during such time that Employee is willing to perform the duties of Town Administrator, the Town agrees to forthwith pay Employee a lump sum cash payment equal to twelve (12) months aggregate salary; provided, however, that if the Employee is terminated because of any act of willful gross negligence, willful misconduct with respect to the affairs of the Town, or intentional non-performance of his duties, whether such act results in a criminal prosecution or not, the Town shall have no obligation to pay the aggregate severance sum designated in this paragraph. In addition, if the Employee is terminated because of a conviction of a felony or any crime involving dishonesty with respect to his duties, then the Town shall have no obligation to pay the severance amount. In the event Employee is charged with a felony or a crime involving dishonesty with the respect to his duties, then the Town may terminate the Employee but shall not be required to pay the severance amount until such criminal case has been resolved.

B. If the Town at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than an applicable **across-the-board** reduction for all Town employees, or if the Town refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following either an informal or a formal suggestion, by the Town that he resign, then the Employee may at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply, within the meaning of the context of these provisions.

C. In the event Employee voluntarily resigns his position with the Town before expiration of the aforesaid term of employment, then Employee shall give the Town sixty (60) days notice in advance, and shall not be entitled to severance as defined by paragraph A above. However, the Manager shall be compensated for any applicable accrued and unused sick leave, vacation, holidays, compensatory time or other applicable benefits.

Section 4. Salary

The Town agrees to pay Employee for his services rendered pursuant hereto an initial annual base salary of \$105,000.00 to be paid in installments at the same time as other employees of the town are paid. The Town will also provide retirement payments and benefits to the employee in the same manner, amounts and percentage as provided to the other employees of the Town.

In addition, the Town, after an annual anniversary, agrees to increase said base salary and/or other benefits of Employee at a minimum of 2.5% or greater amount during each year of service, or in such other greater amounts as may be provided to the Town's other employees across the board, on employee's anniversary date.

Section 5. Starting Date

The first day of work is to be May 1, 2019 at the latest.

Section 6. Automobile

When possible the Town's vehicle will be used for regional business, conferences or other non-routine purposes. If the municipal vehicle is not available for the foregoing types of non-routine use, Employee shall provide an automobile and the Town shall be responsible for paying the Employee the state mileage rates for travel to such official conferences, business meetings or the like that are beyond the daily commute to work. The Employee shall supply liability, property damage and comprehensive insurance, as well as gas, operation, maintenance, repair and routine expenses for his personal vehicle.

Section 7. Dues and Subscriptions

The Town agrees to budget and to pay the professional dues and subscription of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations such as the Tennessee City Management Association (TCMA) and the International City Management Association (ICMA). This participation is necessary and desirable for his continued professional participation, growth, and development, and for the good of the Town.

Section 8. Professional Development

The Town hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Town, including but not limited to the registration of the Annual Conference of the International City Management Association (ICMA), the State's Municipal Association, and such other national, regional, state, and local governmental groups and committees thereof upon which Employee serves as a member.

Section 9. General Expenses

The Town recognizes that when certain job-affiliated expenses of a business nature are incurred by Employee, it hereby agrees to reimburse or to pay said general expenses and the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense vouchers, receipts, parking stubs, statements or personal affidavits. Tools such as a computer/tablet will be provided by the Town for the use of employee at the Town's expense. The potential use of a separate Town owned Smartphone may be provided at some point.

Section 10. Other Terms and Conditions of Employment

A. All provisions of the Town Code and personnel regulations and rules of the Town relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee, at a minimum, as they would to other employees of the Town, in addition to said benefits enumerated specifically for the benefit of Employee, as herein provided. The Town shall provide for medical, vision and dental insurance for Employee.

B. Employee shall be entitled to an initial base of 18 days vacation to start and also shall receive the same additional accrual of vacation and/or sick leave benefits such as are provided to all other Town employees as well, including the related provisions governing accrual and payment thereof upon termination of employment and the like.

Section 11. General Provisions

A. The text herein shall constitute the entire contract between the parties.

B. This contract shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. The Board of Mayor and Alderman attending a legally convened meeting on _____ day, March _____, having a quorum, voted unanimously to the above terms and contract to the Employee. The financial compensation and such related payments or will not be triggered nor start until the Employee reports to work on May 1st or an earlier date.

D.If any provision, or any portion thereof, contained in this contract is held to be unconstitutional, invalid or unenforceable, the remainder of this contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Thompson’s Station, Tennessee, by action of its Governing Body, has caused this contract to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk; additionally the Employee has signed and executed this contract, both in duplicate.

ATTETS TO:

Mayor, Corey Napier Date

Employee, Kenneth McLawhon Date

Reviewed as to form:

Town Attorney, J. Todd Moore Date