




1

Section 5. Paid Leave

The Director shall also be provided an initial Sick Leave balance calculated at 5% of the employee's scheduled hours per pay ~~per pay~~ period, not to exceed four (4) hours per pay period (i.e. maximum accumulation of 480 hours).

Change: Correct typo.

2




Section 7.a Termination and Severance Pay

For the purpose of this Section 7. a., the term “for cause” shall include any of the following: (i) Malfeasance; (ii) Misfeasance; (iii) Neglect of duty; (iv) Conviction for, or admission to having committed the crime of a misdemeanor involving dishonesty or moral turpitude or a felony.

Change: Specify type of misdemeanor.

3




Section 7.b Termination and Severance Pay

In the event of such termination while the Director is ready, willing and able to perform the duties of TPA Executive Director, and although the TPA does not need cause for termination as provided in sub-section b., the TPA shall pay Director a sum equal to 20 weeks of severance pay (i.e., calculated based on the then current annual rate of pay ~~divided by 52 weeks times 20 weeks~~) that the Director would earn for employment pursuant to this Agreement.

Change: Simplify amount of severance pay.

4



Section 7.e Permanent Disability

e. Permanent Disability. If the Director is permanently disabled or is otherwise unable to perform the Director's duties because of sickness, accident, injury, mental incapacity or health for a period of thirty (30) days beyond any leave protected by the Family Medical Leave Act and accrued sick leave and annual, the TPA shall have the option to terminate this Agreement.

Change: Add reference to FMLA.

5



Motion to Recommend Approval of the First Amendment to the Executive Director's Employment Agreement

6