



Gaston County

Gaston County
Board of Commissioners
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Board of Commissioners

Board Action

File #: 19-260

Commissioner Philbeck - BOC - To Approve an Agreement to Terminate Employment for County Manager Earl Mathers and Release all Claims Effective upon Selection of a New County Manager or by January 1, 2020, Whichever Comes First

STAFF CONTACT

Charles Moore, County Attorney

BUDGET IMPACT

The salary for this position is budgeted for the full year therefore there is no impact at this time; however, an adjustment will be required upon hiring the next County Manager

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Meeting in Special Session on June 10, 2019, the BOC unanimously approved a Termination Agreement for County Manager Earl Mathers, to be effective upon the selection of a new County Manager or by January 1, 2020, whichever comes first.

POLICY IMPACT

N/A

ATTACHMENTS

Agreement

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	JBrown	AFriley	BHovis	Thelgher	TPhilbeck	Worley	Vote
2019-160	06/10/2019	TK	JB	A	A	AB	A	A	A	A	U

DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

NORTH CAROLINA

COUNTY OF GASTON

AGREEMENT TO TERMINATE EMPLOYMENT AND RELEASE ALL CLAIMS

THIS AGREEMENT is made this the 10th day of June, 2019 between the County of Gaston, acting through the Chairman of the Board of Commissioners and Earl Mathers, Gaston County Manager, and will be effective upon the selection of a new County Manager or by January 1, 2020 whichever comes first.

WITNESSETH:

1. Stipulated Facts

The parties stipulate to the following facts:

- (A) That Earl Mathers has been employed by Gaston County as its County Manager continuously since January 4, 2014.
- (B) That the Gaston County Board of Commissioners, acting through its Chairman, has requested that Earl Mathers resign his position as Gaston County Manager effective January 1, 2020.

2. Consideration

The consideration for this Agreement is the sum of money to be paid to Earl Mathers, and the mutual agreements and promises between the County and Mathers contained in this Agreement.

3. Payment to Earl Mathers

The County will pay to Earl Mathers the following sums as a lump sum payment January 2, 2020:

- (A) Six (6) months salary.
- (B) The amount of longevity pay to which Mathers would be entitled as of June 30, 2020, pursuant to County policy.
- (C) Accrued vacation pay pursuant to County policy.
- (D) Accrued sick leave.

It is understood that payment of the above sums is severance pay and will be subject to all statutory withholding requirements.

4. Additional Consideration

- (A) The County will provide Mathers with the County's group hospitalization coverage, including dependent coverage, through the 2025 plan year.

2013-369-#1

5. Voluntary Resignation

Earl Mathers agrees to voluntarily resign from employment with Gaston County as of January 1, 2020; the County agrees to allow Mathers to voluntarily resign from employment with the county as of January 1, 2020. Mathers will maintain regular office hours with the County until December 31, 2019. Thereafter, Mathers agrees to be available to consult on County matters with which he is familiar, for testimony in pending litigation and for other matters as needed by the County through June 30, 2020.

6. Payment of Accrued Benefits

At the time of resignation the County will pay to Earl Mathers those amounts due him pursuant to this agreement.

7. Release of Claims

Earl Mathers does hereby release and discharge the County, and all its officers, agents, and employees from any and all causes of action, claims, demands and damages, whether state or federal, statutory or non-statutory, that may presently exist, as well as claims or demands subsequently accruing, which arise out of Mathers' employment with the County, specifically including any claim for age discrimination under the Age Discrimination in Employment Act. This release shall not be interpreted to include an unlawful waiver or release of claims under Worker's Compensation, unemployment insurance compensation statutes or of a right to file a charge with the Equal Employment Opportunity Commission; provided, this release shall be interpreted as a release of any right to benefit or recovery on account of the filing of a charge with the EEOC.

Gaston County does hereby release and discharge Earl Mathers from any and all causes of action, claims, demands and damages, whether state or federal, statutory or non-statutory, that may presently exist, as well as claims or demands subsequently accruing, which arise out of the employment of Mathers by the County.

8. Covenant Not to Sue

Earl Mathers and Gaston County each covenant not to institute any lawsuit in state or federal court against the other for any claim, demand or cause of action arising out of Mathers' employment with the County.

9. Confidentiality

The parties agree that if Earl Mathers files a claim for unemployment insurance, Worker's Compensation, or charge of discrimination with the Equal Employment Commission, the County may release information in this Agreement as part of its defense.

10. No Admission of Liability

This Agreement is not an admission of liability on the part of the County for any claim or cause of action, and shall not be interpreted as such.

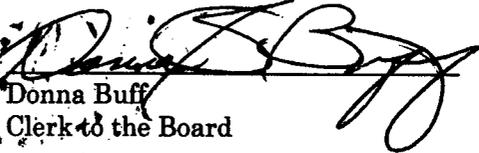
This 10th day of June, 2019.

GASTON COUNTY

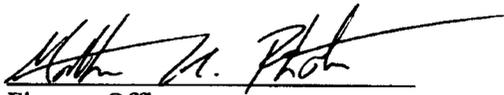

Chairman of the Board


Earl Mathers

Attest:


Donna Buff
Clerk to the Board

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Officer

Approved As To Form:


County Attorney