

NORTH CAROLINA

GASTON COUNTY

**EMPLOYMENT CONTRACT BETWEEN
GASTON COUNTY AND DR. KIMBERLY SCISM
EAGLE**

This Agreement, made and entered into this 10th day of November 2020 by and between the Gaston County Board of Commissioners, State of North Carolina, hereinafter referred to as the "County," and Dr. Kimberly Scism Eagle, hereinafter referred to as "Dr. Eagle," both of whom understand and agree as follows:

WITNESSETH:

Whereas, Gaston County desires to employ the services of Dr. Eagle as County Manager, as provided by North Carolina Gen. Stat. 153A-81 et. seq.; and

Whereas, it is the desire of the County to provide certain benefits, to establish certain conditions of employment, and to set working conditions of Dr. Eagle; and

Whereas, Dr. Eagle desires to accept employment as County Manager of Gaston County; and

Whereas, the parties acknowledge that Dr. Eagle is a member of the International City/County Management Association (ICMA) and is subject to the ICMA Code of Ethics.

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

The County hereby agrees to employ Dr. Eagle as County Manager of the County to perform functions and duties specified in North Carolina Gen. Stat. 153A-82, and to perform other legally permissible and proper duties and functions as the Board of Commissioners shall from time to time assign. The parties anticipate that these duties shall commence on November 10, 2020.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of Dr. Eagle at any time, subject only to the provision set forth in Section 3, paragraphs A and B, of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Dr. Eagle to resign at any time from her position with the County, subject only to the provision set forth in Section 4 of this Agreement.

Section 2: Suspension

The County may suspend Dr. Eagle at any time during the term of this Agreement, but only if:

- (1) A majority of the Board of Commissioners and Dr. Eagle agree to a suspension for the purposes of an investigation, during which time Dr. Eagle will be entitled to full pay and benefits; or,
- (2) After a public hearing a majority of the Board of Commissioners votes to suspend Dr. Eagle, for just cause, provided however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such hearing by the Commission members bringing such charges. A just cause suspension would also suspend pay and benefits.

Section 3: Termination and Severance Pay

A. Dismissal without cause:

- (1) In the event Dr. Eagle is terminated by the Board of Commissioners before the expiration of the aforesaid term of employment, and during such time that Dr. Eagle is willing and able to perform her duties under this Agreement, then in that event the County agrees to the following:
 - a. The County will pay Dr. Eagle a lump sum cash payment equal to six (6) months' salary.
 - b. Dr. Eagle shall also be compensated for all earned vacation, holidays, and other accrued benefits to date in accordance with County policy.
 - c. Dr. Eagle will continue to receive health insurance coverage under the County policy for one year from the date of termination.

B. Dismissal with cause:

For the purposes of this Agreement, "dismissal for cause" shall be defined to mean:

- (1) Flagrant neglect of duty
- (2) Conviction by a court of competent jurisdiction of the commission of a felony or the violation of any statute relating to the conduct of public employees.

In the event that Dr. Eagle is terminated for cause or for conviction, then, in that event, the County shall have no obligation to pay the aggregate severance sum or provide insurance benefits as set forth above.

C. In the event the County at any time during the term of this Agreement reduces the salary or other financial benefits of Dr. Eagle in a greater percentage than applicable across-the-board reduction for all employees of the County, or in the event the County refuses, following written notice, to comply with any other provision benefitting Dr. Eagle herein, or Dr. Eagle resigns following a suggestion, whether formal or informal, by the Board of Commissioners that she resign, then in that event Dr. Eagle may, at her option, be deemed to be “terminated” at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.

Section 4: Resignation

In the event Dr. Eagle voluntarily resigns her position with the County before expiration of the aforesaid term of his employment, then Dr. Eagle shall give the County thirty (30) days advance notice, unless the parties agree otherwise.

Section 5: Disability

If Dr. Eagle is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, the County shall have the option to terminate the Agreement, subject to the severance pay requirements set forth herein.

Section 6: Salary

The County agrees to pay Dr. Eagle for her services rendered pursuant hereto at an annual base salary of \$228,629, payable in installments at the same time as the other management employees of the County are paid. In addition, the County agrees to increase said base salary and/or benefits of Employee in such amounts that align with the county merit plan. Also, the County agrees to increase said base salary upon recommendation from an outside compensation and classification study that is being applied for all employees. Moreover, Dr. Eagle shall receive annual retention pay in the amount of 5% of her salary to be paid in accordance with County policy. Upon the execution of this Agreement by both parties, no additional Board action is needed for Dr. Eagle to receive any or all of the salary increases or payments detailed in this Section.

Section 7: Performance Evaluation

A. The Board of Commissioners shall review and evaluate the performance of Dr. Eagle at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Dr. Eagle. The criteria may be added to or deleted from as the County may, from time to time, determine in consultation with Dr. Eagle. Further, the Chairman shall provide Dr. Eagle with a summary written statement of the findings of the Board of Commissioners and provide an adequate opportunity for Dr. Eagle to discuss her evaluation with the Board of Commissioners. The annual review may form the basis for an increase in

salary for Dr. Eagle in the discretion of the Board and consistent with the merit framework of that year.

B. Annually, the County and Dr. Eagle shall define such goals and performance objectives that they determine necessary for the proper operation of Gaston County government and in the attainment of the County's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the County and Dr. Eagle mutually agree to abide by the provisions of applicable law.

Section 8: Hours of Work

It is recognized that Dr. Eagle must devote a great deal of time outside the normal office hours to business of the County, and to that end Dr. Eagle will be allowed to take compensatory time off as she shall deem appropriate during said normal office hours.

Section 9: Outside Activities

Dr. Eagle shall not spend more than 10 hours per week in teaching, consulting or other non-County connected business without the prior approval of the County.

Section 10: Moving and Relocation Expenses

A. Dr. Eagle shall be reimbursed, or County may pay directly, for the expenses of packing and moving Dr. Eagle, her family, and their personal property to Gaston County, North Carolina, which shall include unpacking, any necessary storage costs, and insurance charges. Dr. Eagle shall have twelve (12) months from the date of this Agreement to relocate to Gaston County.

Section 11: Automobile

The County shall provide Dr. Eagle with an automobile allowance in the amount of \$600.00 per month.

Section 12: Vacation and Sick Leave

The County shall transfer credit for any unused sick or vacation leave upon confirmation from her current employer of the leave balances. Thereafter, Employee shall accrue, and have credited to her account, vacation and sick leave at the rate of a general employee with 20 years of service.

Section 13: Disability, Health and Life Insurance

- A. The County agrees to purchase and to pay the required premiums on term insurance policies equal in amount of \$50,000, with the beneficiary named by Dr. Eagle. Dr. Eagle is entitled to purchase additional term life insurance in accordance with County policy.
- B. The County agrees to provide hospitalization, surgical and comprehensive medical insurance for Dr. Eagle and her dependents and to pay the premiums thereon equal to that which is provided all other employees of the County.

Section 14: Dues and Subscriptions

The County agrees to budget for and to pay for professional dues and subscriptions of Dr. Eagle necessary for her continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for her continued professional participation growth, and advancement, and for the good of the County.

Section 15: Professional Development

The County hereby agrees to budget for and pay for travel and subsistence expenses of Dr. Eagle for professional and official travel, meetings, and occasions adequate to continue the professional development of Dr. Eagle, and to adequately pursue necessary official functions for the County, including but not limited to, the NACO Annual Conference, the North Carolina Association of County Commissioners, and such other national, regional, state and local governmental groups and committees thereof which Dr. Eagle serves as a member.

Section 16: General Expenses

- A. The County recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Dr. Eagle, and hereby agrees to reimburse or to pay said general expenses that meet the public purpose threshold, and the finance director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- B. The County recognizes the desirability of membership in a local civic club, and Dr. Eagle is authorized to become a member of such civic club for which Employer shall pay membership dues up to \$1000 per year. Dr. Eagle shall report to the County on such membership that she has taken out at County's expense.
- C. The County shall provide a cell phone stipend of \$200.00 per month to Dr. Eagle.

Section 17: Indemnification

In addition to that required under state and local law, the County shall defend, save harmless, and indemnify Dr. Eagle against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or

omission occurring in the performance of Employee's duties as County Manager, in accordance with County policies. The County will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, in accordance with County policies.

Section 18: Bonding

The County shall bear the full cost of any fidelity or other bonds required of the Dr. Eagle under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

A. The County, in consultation with the Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Dr. Eagle, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement or any other law.

B. All regulations and rules of the County relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Dr. Eagle as they would to other employees of the County, in addition to said benefits enumerated specifically for the benefit of Dr. Eagle except as herein provided.

C. Dr. Eagle shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment.

Section 20: No Reduction of Benefits

The County shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Dr. Eagle, except to the degree of such a reduction across-the-board for all employees of the County. Conversely, any across-the-board increases for all employees of the County in salary, compensation or other financial benefits shall also apply to the Dr. Eagle.

Section 21: General Provisions

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

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

C. This Agreement shall become effective upon approval by the Board of Commissioners and execution by its Chairman.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional invalid or unenforceable, the remainder of this Agreement or portion

thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS THEREOF, the Gaston County Board of Commissioners has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its Clerk to the Board of Commissioners, and Dr. Kimberly Scism Eagle has signed and executed this Agreement, both in duplicate, the day and year first above written.

Dr. Kimberly Scism Eagle

Tracy Philbeck, Chairman
Gaston County Board of Commissioners

ATTEST:

Donna S. Buff, Clerk to the Board

APPROVED AS TO FORM:

Jonathan Lee Sink, County Attorney

This Agreement has been pre-audited in the manner required by the North Carolina Budget and Fiscal Control Act.

Tiffany Murray
Finance Director