

**NORTH CAROLINA**

**COUNTY OF GASTON**

**AGREEMENT TO TERMINATE EMPLOYMENT AND RELEASE ALL CLAIMS**

THIS AGREEMENT is made this the 10<sup>th</sup> 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.

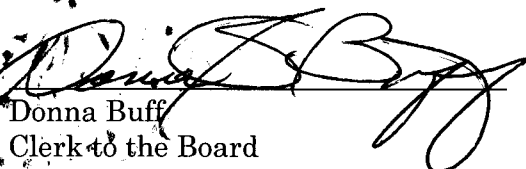
This 10<sup>th</sup> day of June, 2019.

GASTON COUNTY

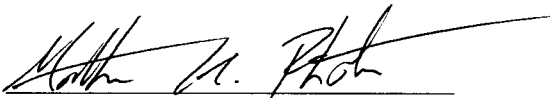
  
Chairman of the Board

  
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