

NORTH CAROLINA
JACKSON COUNTY

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of February 2024 by and between Jackson County, North Carolina, a body politic and corporate in nature, (hereinafter "Employer"); and Kevin King, (hereinafter "Employee"):

WITNESSETH:

In accordance with Article 5, Part 2, Chapter 153A of the North Carolina General Statutes, the Jackson County Commissioners have the authority to appoint a County Manager.

Employer desires to provide certain benefits and conditions of Employee's appointment and employment; and Employee desires to accept employment as County Manager and Chief Administrator of Jackson County, North Carolina with some assurance as to future security and working conditions:

NOW, THEREFORE, in consideration of the conditions, promises and covenants contained herein, the parties agree as follows:

1. The Employer agrees to hire the Employee as County Manager effective April 8, 2024 upon the terms and conditions set forth herein. The duties and obligations of the parties shall not begin until April 8, 2024.
2. The term of this agreement is April 8, 2024 thru June 30, 2028.
3. Employee shall be the Chief Administrator of Jackson County and be responsible to the Jackson County Board of Commissioners for administering all County affairs placed in his charge by it, including specifically those powers and duties set for in NCGS 153A-82.

4. In conformance with the Jackson County Career Path Policy and the Jackson County Pay Plan, Employee will start on Grade 39, Step 27, at an annual salary of \$158,585.47. Beginning July 1, 2024 he will receive the same increases as all other employees.

In addition, Employer may increase the annual base salary and other benefits of Employee in such amounts as the Board of Commissioners may determine, on the basis of an annual salary review of Employee, or at any other time deemed appropriate by the Board of Commissioners. Employee is entitled to any across the board increases as applied to all other county employees.

5. The following benefits are made and agreed upon as a condition of employment.

a) Health, life, disability, dental, and vision insurance coverage for Employee and his dependents under programs and cost allocation methods applicable to all Jackson County employees.

b) \$225.00 bi-weekly as a car allowance.

c) Employee's accrued service time in the Local Government Retirement System will count towards vacation accrual and retirement benefits for Jackson County Government. All Employee's accrued sick leave and 4 weeks of vacation leave will be transferred from Employee's previous employer. On January 1st of each year any vacation in excess of 240 hours will convert to sick time. Employee shall earn one hour of comp time for each hour worked in excess of forty hours in a seven-day week period. No more than 240 hours of comp time may be accrued in a calendar year. Upon the termination of the agreement, regardless of the reason or party terminating the agreement, the comp time has no dollar value and Employer shall owe Employee nothing.

d) Employer will supply Employee with a cell phone and laptop computer for work-related purposes. Employer will pay for a router/VPN Government internet access at Employee's home to provide access for County business.

6. Employer agrees to budget and pay for the professional dues and subscriptions, for NCACC, ICMA, NACO, NCCCM, necessary for his continuation and full participation in all these organizations necessary and desirable for his continued professional participation, growth, and advancement for the good of the Employer.

7. Employer recognizes certain expenses of a non-personal and job-affiliated nature such as official travel, meetings, and conferences may be incurred by Employee. Employer agrees to reimburse or to pay such expenses, with the exception of mileage, in accordance with existing County policies. A County vehicle should be used for work-related responsibilities outside the County. Should a County vehicle not be available for out-of-County travel, Employer shall reimburse Employee at the rate of 25 cents per mile.

8. Employer shall not, at any time during the term of the Agreement, reduce the salary, compensation, or benefits of Employee except to the degree of such reduction across-the-board for all employees of the Employer.

9. Employer requires Employee to reside in Jackson County.

10. In the event Employee is terminated, discharged, or asked to resign by Employer, at such time as the Employee is willing and able to perform his duties under this Agreement, Employer shall pay Employee a severance package to include the sum equal to nine months of salary, accumulated vacation hours up to 240 hours, and employer share of FICA (referred to as "severance package"). The severance package will be paid to Employee in one lump sum.

In the event Employee is charged with a felony, or a misdemeanor, or engages in conduct bringing disrepute on the County or position of County Manager, or Employee has received written documentation of unsatisfactory job performance which remains unsatisfactory for six months after written notice, Employer shall have no obligation to pay the severance package

described herein.

Employee shall give Employer ninety days written notice in advance in the event Employee voluntarily resigns his position and appointment with Employer. In such case, Employer shall not owe Employee any severance.

11. Should there be any disagreement between employer and employee over the interpretation of any term of this Agreement, the parties agree to mediation. Should the parties not agree on a mediator, each shall name a mediator and those two mediators shall select a third mediator who shall mediate the disagreement.

IN WITNESS WHEREOF, the Board of Commissioners has caused this Agreement to be signed and executed on its behalf by its Chair and duly attested by its County Clerk, and Employee has executed this Agreement.



Attest:

Angie M. Winchester
Angie Winchester,
Clerk to the Board

JACKSON COUNTY CHAIR

Mark Letson
Mark Letson

Kevin King
Kevin King

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

Debra Bechtel
Finance Director

Approved as to form: Debra Bechtel
Debra Bechtel, Attorney for Jackson County