

NORTH CAROLINA

ROWAN COUNTY

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into effective the 6th day of February, 2023 by and between ROWAN COUNTY, a body politic, hereinafter "Employer", and MICHAEL A. CHURCH, hereinafter "Employee".

WITNESSETH:

WHEREAS, Employer has hired Employee as the County Manager for Rowan County, North Carolina, effective the 6th day of February, 2023; and

WHEREAS, the parties have mutually agreed to the terms and conditions that shall govern the employment of Employee; and

WHEREAS, the parties have further agreed at the time of Employee's hiring, as one of said terms and conditions, to reduce their agreement to writing and provide Employee with an Employment Agreement; and

WHEREAS, the parties desire to reduce said agreement to writing in order to reflect all of the terms and conditions thereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Section 1. Duties. Employer hereby agrees to employ the Employee as County Manager for Rowan County, North Carolina. Employee shall perform the functions and duties for said position as set forth in the North Carolina General Statutes and the approved formal job description for said position, together with such other functions and duties as may be prescribed from time to time by the Board.

Section 2. Salary, Fringe Benefits, and Moving Expenses. Employee's salary shall be the sum of ONE HUNDRED SEVENTY THREE THOUSAND AND FIVE HUNDRED AND SEVENTY SEVEN DOLLARS (\$173,577) per year, subject to future annual cost of living approved for county employees in the annual budget and other adjustments as may be approved by the Board. Fringe benefits shall include those available to all full-time employees of the Employer.

Section 3. Exempt Status. Employee's position as County Manager shall be considered as an exempt position under the Fair Labor Standards Act.

Section 4. Professional Development. Employee is encouraged to attend appropriate workshops and conferences, including North Carolina City/County Manager Conferences, the NACo Annual Conference, and the NCACC Annual Conference. The county will agree to pay for membership to one (1) local civic organization in Rowan County via (Rotary or other like organization not to exceed \$1,500 a year.

Section 5. Travel Allowance. Employee shall receive a travel allowance of FIVE HUNDRED AND NO/100 DOLLARS (\$500) per month for in-county travel. All out-of-county travel shall be reimbursed in accordance with the Employer's policy for the same.

Section 6. Performance Evaluation. Employee's job performance shall be reviewed in January of each year.

Section 7. Termination of Employment. Either party may terminate this Agreement, with or without cause, upon THIRTY (30) DAYS notice to the other party.

Employee may be terminated at any time after conviction of any felony charge with no separation pay due under this type of termination.

If Employee is terminated within FIVE (5) YEARS of February 6, 2023, and for any cause other than a felony conviction, Employer will provide separation pay to Employee for a period of ONE HUNDRED AND EIGHTY (180) DAYS following the effective date of termination.

If Employee is terminated after February 6, 2028 employment, and for any cause other than a felony conviction, Employer will provide separation pay to Employee for a period of NINETY (90) DAYS following the effective date of termination.

In the event the Employee is terminated by employer during the six months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under the agreement, then, Employer agrees to pay severance in accordance with this section plus salary and benefits in accordance with this section for any portion of the six months not yet worked.

EXAMPLE CHART OF SEVERANCE FOLLOWING THE SEATING AND SWEARING-IN OF ONE OR MORE NEW GOVERNING BODY MEMBERS IN DECEMBER.

<u>TERMINATION MONTH</u>	<u>SEVERANCE</u>
December	360 Days
January	330 Days
February	300 Days
March	270 Days
April	240 Days
May	210 Days
June	180 Days
July through November	180 Days

"Separation Pay" as used in this Section 7 shall include all of the Employee's salary and fringe benefits as provided in Section 2 above.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

Section 9. Severability. If any Section, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable and not affected thereby and shall remain in full force and effect.

Section 10. Entire Agreement. This Agreement constitutes the entire understanding of the parties. It may not be changed or modified orally but only by an Agreement in writing signed by each party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective the day and year first above written.

ROWAN COUNTY, EMPLOYER
BY:

Greg Edds, Chairman

ATTESTED TO:

Sarah Pack, Clerk to the Board

MICHAEL A. CHURCH, EMPLOYEE

_____(SEAL)

This instrument has been preaudited in the
Manner required by the Local Government
Budget and Fiscal Control Act.

Anna Bumgarner, Finance Director