

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 18th day of November, 2024, between the Town of Forest City, North Carolina, a political subdivision of the State of North Carolina (herein "Employer") and Janet Harmon Mason (herein "Employee").

WHEREAS, Employer desires to continue to employ the services of Employee as Town Manager of the Town of Forest City as provided by North Carolina General Statutes; and

WHEREAS, it is the desire of both parties to establish certain terms and conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Town Council of the Employer to (1) secure and retain the services of Employee and to provide incentives for her to remain in such employment, (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) provide a just means for terminating Employee's service at such time as she may be unable to fully discharge her duties;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. DUTIES:

Employer hereby agrees to continue to employ said Employee as Town Manager of said Employer to perform the functions and duties specified in the General Statutes of the State of North Carolina, ordinances of the Employer, by policies heretofore and hereafter adopted by said Employer, and to perform other legal, permissible and proper duties and functions as may be assigned by the Town Council of Employer. As provided by law, the Employee shall direct and assign other employees of the Employer under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff as best serves the Employer; shall from time to time suggest regulations, rules and procedures deemed necessary for the well-ordering of the Town of Forest City; and in general perform all duties incident to the position of Town Manager and such other duties as may be prescribed by law or by the Town Council from time to time.

II. TERM:

- a. The Term of this Agreement shall commence on the 19th day of November, 2024 and the term shall continue through the 30th day of November, 2027 (hereinafter referred to as the “Term”) unless any party hereto has exercised any right to sooner terminate or cancel this agreement.
- b. Employee shall serve at the pleasure of the Town Council of Employer, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section III of this Agreement.
- c. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section III of this Agreement.

III. TERMINATION AND SEVERANCE PAY:

- a. In the event Employee is terminated or discharged by the Town Council without cause, and during such time Employee is willing and able to perform her duties under this Agreement, then, and in that event, the Employer shall pay to the Employee an amount equal to twelve (12) months of her then existing salary. Provided, however, if there is less than twelve (12) months remaining in the term of this Agreement, then Employer shall pay the amount of salary due for the remainder of the then existing term.
- b. Notwithstanding the above, in the event the Employee is terminated with cause due to any conduct by her that constitutes a felony or malfeasance in office, her conviction of any illegal act involving personal gain to her, or her conviction of a felony, her commission of any act which involves moral turpitude, fraud or intentional misrepresentation by her to Employer, theft or conversion by her of property of Employer, or her willful misconduct or gross negligence in the performance of her duties, then, in that event, the Employer shall have no obligation to pay the severance sums designated in Paragraph a of this Section III.
- c. The Employee shall give the Employer sixty (60) days’ notice in advance in the event the Employee voluntarily resigns her position and appointment with the Employer, unless the parties mutually otherwise agree. In the event the Employee resigns from her position, the Employer shall have no obligation to pay the severance sums designated in Paragraph a of this Section III.

IV. SALARY AND BENEFITS:

- a. Employer agrees to pay Employee for her services rendered pursuant hereto her current base salary of One Hundred Fifty Thousand Twenty-Two Dollars and 00/100 (\$150,022.00) payable in installments at the same time as other employees of the Employer are paid.

- b. Employer agrees to provide all Employer benefits as is consistent with any full-time employee.
- c. Employee shall be paid, in equal installments consistent with Town pay policies, a monthly allowance of Five Hundred Dollars and 00/100 (\$500.00). Employee will not be reimbursed for costs incurred in using her private vehicle. The amount of this allowance may be adjusted up annually by Employer's Town Council.
- d. Employer agrees to provide Employee with such other fringe benefits as other employees of Employer receive, including paid holidays, vacation and sick accruals, and participation in the NC Local Government Employment Retirement System.
- e. Employer agrees to provide Employee with family medical coverage, from the highest level plan offered as part of the Employer provided plan, at no cost to Employee.
- f. Employer shall provide the Employee with a laptop computer and/or iPad or similar device, and a cellphone. All maintenance and other monthly or recurring charges for the electronic equipment provided by the Employer pursuant to this paragraph shall be at the expense of the Employer, and all such equipment shall remain the property of the Employer.

V. PERFORMANCE EVALUATION:

- a. The Town Council of Employer shall review and evaluate the performance of the Employee at least once per year on or before the anniversary dates of her employment at which time the Town Council may also consider whether to extend Employee's term of employment and increase her compensation and benefits. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Employer and the Employee. Said criteria may be added to or deleted from as the Town Council may from time to time determine, in consultation with the Employee. The Town Council shall provide the Employee an adequate opportunity for the Employee to discuss her evaluation with the Town Council. In effecting the provisions of the Section, the Town Council and Employee mutually agree to abide by the provision of applicable law.

VI. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- a. The Town Council of Employer shall fix any other terms and condition of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other law or Town ordinance. The Town Council should refer all concerns and suggestions called to its attention to the Employee for study and recommendation.

VII. DUES AND SUBSCRIPTIONS:

- a. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and

local associations and civic and other organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

VIII. TRAVEL, SUBSISTENCE AND EXPENSES:

- a. To the extent not covered in Section VII above, the Employer, consistent with Town policy, hereby agrees to budget for and to pay the travel, lodging, meals and subsistence expense (excluding the payment of gasoline and mileage) of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer.
- b. When Employee intends to travel out of The Town of Forest City on Town business overnight, she shall confer with Mayor or his/her designee prior to such travel.

IX. INDEMNIFICATION:

- a. Employer shall, to the extent allowed by North Carolina law, and consistent with Town policy, defend, save harmless and indemnify Employee for any claims made or occurrences during her employment, 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 Town Manager, unless the conduct which results in such claim, demand or legal action arises outside the course and scope of the Employee's employment.

X. BONDING:

- a. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

XI. CONSULTING AND OUTSIDE EMPLOYMENT:

The Employee shall not accept any outside employment that in any manner interferes with the performance of her duties and responsibilities as Town Manager. Employer recognizes that certain outside employment may have a beneficial impact on the Employee's professional growth or may not interfere with the Employee's performance of her duties and responsibilities. Employee may accept a limited amount of outside employment or consulting (including writing, lecturing, speaking engagements, or the opportunity to teach or serve as an adjunct professor at the college or university level on a part-time basis) on weeknights, weekends, holidays and on annual or compensatory leave time, provided that the Employer has approved the outside employment and found that the outside employment in no manner interferes with the Employee's performance of her duties and responsibilities. In addition, the Employee may accept appointments to foundations, boards or commissions that do not interfere with the performance of her duties under this Contract, subject to the approval of the Town Council. Employee agrees to comply with the laws and statutes of North Carolina and with Employer's policies regarding conflicts of interest. In no event will

the Employer be required to reimburse any expenses incurred by the Employee in the performance of outside employment.

XII. GENERAL PROVISIONS:

- a. This Agreement 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 personal representative of Employee.
- c. This Agreement shall become effective commencing upon both parties signing such documents.

XIII. ADDITIONAL TERMS:

All actions under this section are subject to the relevant North Carolina General Statutes.

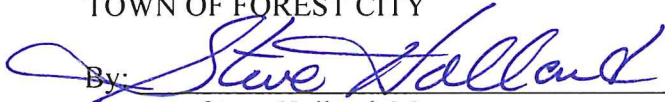
- a. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional or unenforceable, the remainder of this Agreement or any portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- b. This agreement was executed under the laws of the State of North Carolina and shall be construed in accordance therewith. Any legal action that may be brought as a result of the Agreement must be brought in the General Court of Justice sitting in Rutherford County, North Carolina.
- c. This Agreement is not final, and Employee's appointment is not effective until final action appointing Employee, is taken by the Town of Forest City Town Council at an open meeting of the Town Council.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the Town of Forest City Town Council has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk; and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written;

EMPLOYER:

TOWN OF FOREST CITY

By: 
Steve Holland, Mayor

Attested By:


Emily Sain, Town Clerk

EMPLOYEE:


Janet Harmon Mason