

CLEBURNE COUNTY EMPLOYMENT CONTRACT

County Engineer

This Agreement is made this 29th day of December 2015 between the Cleburne County Commission, hereinafter referred to as employer, and [REDACTED] hereinafter referred to as employee.

ARTICLE ONE

TERMS AND PERIOD OF PERFORMANCE: The employer hereby offers employment to the employee and the employee hereby accepts employment with the employer for a period beginning on or about the _____ day of January 2016 until the 31st day of December 2019. The employee is employed solely at the pleasure of the Cleburne County Commission and may be dismissed with or without cause.

The employee shall commence performance of said public duties as identified by the attached job description for County Engineer and other duties as may be directed by the employer, upon the effective date of this employment contract and shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the employer.

ARTICLE TWO

DUTIES OF EMPLOYEE: The employee is hereby employed into the position of County Engineer. The employee shall perform all duties and assignments discharged by the position and do so within the bounds of local, state, and federal law and commonly accepted professional standards for professional civil engineers.

RESIDENCY REQUIREMENT: During the term of this contract, barring extenuating circumstances as determined by the employer, the employee is required to maintain primary residency in Cleburne County.

ARTICLE THREE

COMPENSATION: As compensation rendered under this agreement, the employee shall be entitled to receive from the employer a salary of \$ [REDACTED] dollars each two week pay period.

This compensation shall be based upon the assumption of a standard 40-hour workweek with no provision for over-time pay but with an allowance for hour for hour compensatory leave accrual. The compensation during each such employment year shall be payable bi-weekly installments consistent with the Cleburne County payroll system, and prorated for any partial employment period.

The employer will evaluate the employee yearly in the regularly scheduled meeting of the employer immediately preceding the employee's anniversary date and if the employee's performance is deemed satisfactory, the employee's salary will be increased by an amount of 3%.

ARTICLE FOUR

EMPLOYEE BENEFITS: The employee shall be entitled to employment benefits as granted to any and all other County employees as established in the 2009 Personnel Policies and Procedures Manual or in effect as of January 1st, 2016.

VACATION PAY: The employee shall be entitled to vacation pay as granted to any and all other County employees as established in the 2009 Personnel Policies and Procedures Manual or in effect as of January 1st, 2016.

HOLIDAYS: The employee shall be entitled to holiday pay as granted to any and all other County employees as established in the 2009 Personnel Policies and Procedures Manual or in effect as of January 1st, 2016.

PAID SICK LEAVE: The employee shall be entitled to sick leave pay as granted to any and all other County employees as established in the 2009 Personnel Policies and Procedures Manual or in effect as of January 1st, 2016.

ARTICLE FIVE

TERMINATION BY EMPLOYEE: the employee may terminate this agreement by giving thirty (30) days written notice of said termination to the employer. Such termination shall not prejudice any other remedy to which the terminating party may be entitled either at law, in equity, or under this agreement.

TERMINATION BY EMPLOYER: the employer may terminate this agreement by giving thirty (30) days written notice of said termination to the employee. Such termination shall not prejudice any other remedy to which the terminating party may be entitled either at law, in equity, or under this agreement.

EFFECT OF TERMINATION ON COMPENSATION: In the event of the termination of this agreement by the employee prior to the completion of the terms of employment as specified herein, the employee shall be entitled to the compensation (including comp time pay, unused vacation pay and redeemable sick leave) earned by him prior to the date of termination as provided for in this agreement, computed prorata, up to and including that date; the employee shall be entitled to no further compensation as of the date of termination.

ARTICLE SIX

INDEMNIFICATION AND HOLD HARMLESS: The County agrees to provide legal representation and to indemnify and hold harmless the employee for any expenses arising out of claims or lawsuits made against him in his individual or official capacity for acts done in the performance of his legal duties as County Engineer.

ARTICLE SEVEN

GENERAL PROVISIONS: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mail notices should be addressed to the parties at their current mailing address. Notices delivered personally shall be deemed

communicated as of actual receipt; mailed notices shall be deemed communicated as of three (3) days after mailing.

LAW GOVERNING AGREEMENT: This agreement shall be governed by and construed in accordance with the Laws of the State of Alabama.

PAYMENT OF MONIES DUE DECEASED EMPLOYEE: If the employee dies prior to the expiration of the term of employment, any monies that may be due him from the employer under this agreement as of the date of his death shall be paid to his executor or administrator, or, if no executor or administrator has been appointed, then to his heirs.

ARTICLE EIGHT

LEGAL CONSTRUCTION: In the event that one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other portion thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SIGNED, SEALED AND DELIVERED at the City of Heflin, Cleburne County, State of Alabama on the following notarized date.

EMPLOYER:

Ryan Robertson as County Commission Chairman

Sworn to and subscribed before me this ____ day of _____,

SEAL

NOTARY PUBLIC

EMPLOYEE:



Sworn to and subscribed before me this ____ day of _____,

SEAL

NOTARY PUBLIC