

EXHIBIT A

CHIEF INFORMATION OFFICER

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 7 day of June, 2022 by and between BOURBON COUNTY COMMISSIONERS, KANSAS, (hereinafter referred to as "County"), and Shane Walker, (hereinafter referred to as "EMPLOYEE"), both whom understand as follows:

WHEREAS, the COUNTY desires to employ the services of Shane Walker as the County Chief Information Officer of Bourbon County, Kansas.

WHEREAS, the Shane Walker, having accepted employment as Chief Information Officer for Bourbon County, Kansas and the County Commission desiring to clearly establish conditions of employment and working conditions, it is hereby mutually agreed as follows:

WITNESSETH:

1. **DUTIES.** COUNTY hereby engages EMPLOYEE as Chief Information Officer ("CIO") of Bourbon County, Kansas, and EMPLOYEE hereby accepts said employment to perform the functions and duties specified by the Bourbon County Commissioners that are legally permissible and proper duties and functions as the County Commission shall from time-to-time assign. County Commission appoints Shane Walker as Chief Information Officer and may remove him at any time subject to the provisions of this Agreement.
2. **COMPENSATION.** COUNTY agrees to pay EMPLOYEE for his services at an annual base salary rate of \$82,617.60 (\$3,177.57) payable in installments at the same time as other employees of the COUNTY are paid. COUNTY agrees to increase said base salary and/or other benefits of EMPLOYEE in such amounts and to such an extent as the County Commission may determine on the basis of an annual review of said EMPLOYEE made at the same time as similar consideration is given to other employees generally.
3. **DUES.** The COUNTY agrees to budget and pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations and/or organizations necessary and desirable for his continued professional participation, growth, advancement, and good of the COUNTY.
4. **PROFESSIONAL DEVELOPMENT.** The COUNTY hereby agrees as follows:
 - A. To budget for and to pay the travel and subsistence expense of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and adequately pursue necessary official and other functions for COUNTY including, but not limited to, the annual conference of the Kansas Association of Counties and for such regional, state, and local governmental groups and committees thereof which EMPLOYEE serves as a member. All expenses shall be itemized on COUNTY expense vouchers and any expenditure for lodging and other expenses shall be accompanied by a detailed receipt.

B. To budget and pay for the travel and subsistence expense of the EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the COUNTY.

5. HEALTH INSURANCE. The COUNTY agrees to pay the cost for a single coverage to the EMPLOYEE.

6. SICK LEAVE. The COUNTY agrees to provide the same sick leave as all other hourly employees as provided in the handbook. There will not be a waiting period for the use of sick leave. Accrual will begin day one of employment and may be used as it is accrued.

7. VACTION AND OTHER BENEFITS. The COUNTY agrees to provide twenty-eight (28) days of paid vacation each year effective with the date of employment and can be carried over each year. EMPLOYEE will also earn (20) days of paid vacation at the beginning of each year that must be used by December of the same year.

8. TERM. The term of this agreement for compensation is for one (1) year but EMPLOYEE agrees to remain in the exclusive employ of the COUNTY from May 1, 2022, until December 1, 2025. The EMPLOYEE shall neither accept nor become employed by any other employer until said termination date. The EMPLOYEE shall not devote any time to teaching, consulting, or other non-county connected business without the express prior approval of the County Commission.

In the event written notice is not given by either party to this contract to the other forty-five (45) days prior to the termination date as hereinabove provided, this contract shall be extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said contract shall continue thereafter for (1) year periods unless forty-five (45) days written notice is given prior to the time of expiration.

9. TERMINATION AND SEVERANCE PAY.

A. In the event EMPLOYEE is terminated by the COUNTY COMMISSION before the expiration of this agreement, the COUNTY agrees to pay EMPLOYEE a lump sum cash payment equal to sixty (60) days aggregate salary, and accumulated vacation, and sick leave; provided, however, that in the event EMPLOYEE is terminated because of any unethical or improper act involving personal gain to him, then, in that event, the COUNTY shall have no obligation to pay the aggregate severance sum designated in this paragraph. Termination of the EMPLOYEE requires a unanimous vote of three (3) Commissioners.

B. In the event the COUNTY, at any time during the employment term, reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all COUNTY employees, or in the event the COUNTY refuses, following written notice, to comply with any other provisions benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a suggestion, whether formal or informal, by the COUNTY COMMISSION that EMPLOYEE resign, then, in that event, EMPLOYEE may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply with the meaning in context of the herein severance pay provision.

C. In the event the EMPLOYEE decides to voluntarily resign his position, before the expiration of the aforesaid term of employment, said EMPLOYEE shall give the COUNTY at least forty-five (45) days advance notice in writing of his intention to resign, unless otherwise agreed to by the parties. The EMPLOYEE will not be entitled to the 60 days severance pay under Paragraph 9 in the event of resignation except he shall be paid for all of his unused sick leave and vacation time.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The COUNTY shall fix any such other terms and conditions 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, the County's policy or any other law.

B. The COUNTY agrees to pay EMPLOYEE'S reasonable dues in the civic organization of EMPLOYEE'S choice provided, however, that nothing beyond membership dues shall be paid. Costs of any meals, special assessments, or any other club assessment, except membership dues, shall be compensated by the COUNTY.

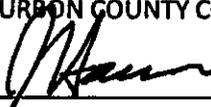
C. Pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., as amended, if EMPLOYEE is sued pursuant to said act, defense of the EMPLOYEE shall be provided pursuant to K.S.A. 75-6108, as amended.

D. The text herein shall constitute the entire agreement between the parties. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

E. This agreement shall be binding upon and insure to the benefit of the heirs at law and personal representatives of the EMPLOYEE.

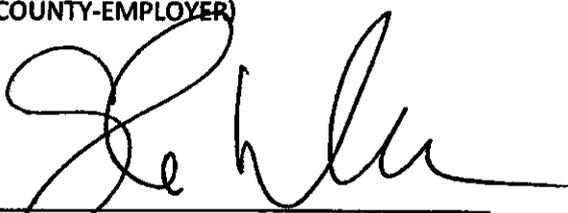
IN WITNESS WHEREOF, The COUNTY, has caused this agreement to be signed and executed on its behalf by its chairman and duly attested to by its County Clerk, and the EMPLOYEE has signed and executed this agreement, both in duplicate, on the date and year first above written.

THE BOURBON COUNTY COMMISSION, KANSAS

By: 
James Harris, Chairperson
(COUNTY-EMPLOYER)


Ashley Shelton, County Clerk



By: 
Shane Walker