

EMPLOYMENT AGREEMENT
Judicial Accountability Division Director

THIS AGREEMENT made and entered into this 8th day of October 2026, by and between **HALL COUNTY, STATE OF GEORGIA** hereafter called “the County”, as party of the first part, and **Kevin Head** herein called “Employee”, as party of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **Kevin Head** as the **Judicial Accountability Division Director** of Hall County; and

WHEREAS, it is the desire of the governing board, hereafter called “Commission”, to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the County to secure and retain the services of said Employee and provide inducement for him to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the Court Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as the **Judicial Accountability Division Director** for Hall County; and

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

SECTION 1. Duties

The County hereby agrees to employ **Kevin Head** as **Judicial Accountability Division Director**, to perform legally permissible functions and duties specified and assigned by applicable law and the Court Administrator or his or her designee.

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Court Administrator to terminate the services of the Employee at any time, subject only to the provisions of SECTION 3 of this agreement. The Employee understands that he serves at the pleasure of the Court Administrator.

EMPLOYMENT AGREEMENT
Judicial Accountability Division Director

- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental, and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental, and vision insurance continuation aside from COBRA.
- B. In the event that the County at any point during the term of this agreement reduces the salary, or other financial benefits, of the Employee in a greater percentage than reductions to all other employees of the County, or if the County refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the Court Administrator that he resign, then, in that event, Employee may, at his option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.
- C. In the event the Employee voluntarily resigns his position with the County as **Judicial Accountability Division Director** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties agree otherwise. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

EMPLOYMENT AGREEMENT
Judicial Accountability Division Director

If the employee is unable to perform his duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued leave or other benefits in accordance with current County policies.

SECTION 5. Salary

The County agrees to pay the Employee for his service rendered, pursuant hereto, an annual base salary of \$126,000.00, payable in installments at the same time as other employees of the County are paid, except that the County may put in place cost reduction measures at any time and for any duration as required by lack of financial resources. The base annual salary and benefits may be reviewed annually by the Court Administrator, and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The Court Administrator, or his or her designee, shall review and evaluate the performance of the Employee at least annually, on or about the anniversary date of this agreement, or in accordance with any evaluation schedule generally applicable to County employees. Such review and evaluation shall be conducted in accordance with performance criteria established by the Court Administrator, which may include performance criteria generally applicable to County employees and may be modified from time to time by the Court Administrator or his or her designee. The Court Administrator, or his or her designee, may consult with the Employee when developing or modifying such performance criteria. Following completion of the evaluation, the Court Administrator, or his or her designee, shall provide the Employee with a written summary of the findings of the evaluation.

SECTION 7. Hours of Work

It is generally recognized that the position of **Judicial Accountability Division Director** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

EMPLOYMENT AGREEMENT
Judicial Accountability Division Director

The Employee shall devote his full time to the position of Judicial Accountability Division Director. With the prior written approval of the Court Administrator, the Employee may engage in teaching, consulting, or other non-employment-related activities, provided that such activities do not interfere with the performance of the duties of his position or create an actual or perceived conflict of interest.

SECTION 9. Political Activity

If the Employee becomes a candidate for any elective public office during the term of this Agreement, the Employee shall immediately resign from employment with Hall County upon becoming a candidate as defined by applicable state law. During the term of this Agreement, the Employee shall not:

- A. Engage in any political activity that creates an actual or perceived conflict of interest with the Employee's duties as Judicial Accountability Division Director, including participation in any local political campaign on behalf of himself or any other individual seeking elective office within Hall County, including any municipal or county office. This restriction includes, but is not limited to, displaying, distributing, or promoting campaign materials, literature, signs, or other paraphernalia in support of or opposition to any candidate for elective office within Hall County.
- B. Knowingly solicit, accept, or receive political contributions from any person for the purpose of supporting or opposing any candidate for elective office within Hall County, including any municipal or county office.
- C. Use or promise to use, directly or indirectly, any official authority or influence, whether actual or anticipated, to secure or attempt to secure for any person any employment, appointment, promotion, contract, or other advantage for the purpose of influencing the vote or political action of any person.
- D. Use County property, equipment, resources, facilities, email systems, or work time for any political campaign activity, except as may be expressly authorized by law.

SECTION 10. Vehicle and Phone

The Employee's duties require the substantial use of his personal automobile in the performance of his official duties during the term of employment. Accordingly, the County shall pay the

EMPLOYMENT AGREEMENT
Judicial Accountability Division Director

Employee, in addition to his annual base salary, an annual vehicle allowance of \$7,200 per year, payable at the rate of \$276.92 per pay period, subject to applicable County policies and payroll procedures. The County may provide the Employee with a cellular phone for business use. If a County issued cellular phone is provided, the County shall be responsible for the cost of the device and regular monthly service. If the Employee elects to use his personal cellular phone for County business, the County shall reimburse the Employee in the amount of Fifty Dollars (\$50.00) per month, subject to applicable County policies and payroll procedures.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for medical, dental, vision, short-term disability, and life insurance policies on behalf of the Employee and, if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County and the Employee elects to participate in the applicable retirement plan, Hall County agrees to contribute eight percent (8%) of the Employee's annual compensation, as defined by the retirement plan, to a defined contribution retirement plan. In addition, the County shall provide any matching contributions available to other County employees in accordance with the terms of the applicable retirement plan.

Notwithstanding the foregoing, the County may reduce, suspend, or discontinue its retirement contributions at any time and for any duration as required due to a lack of financial resources. No retirement contributions shall be made on any severance pay provided by the County pursuant to SECTION 3 of this Agreement.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

Employee shall accrue PTO or vacation and sick leave, as applicable, in the same manner and at the same accrual rates provided to other similarly situated County employees under current County policies. In the event the County modifies or adopts a new leave program applicable to County employees generally, such modifications shall also apply to the Employee. Upon termination of employment, the Employee shall be entitled to payment for any actually accrued and unused PTO or vacation leave to the extent provided by County policies.

EMPLOYMENT AGREEMENT
Judicial Accountability Division Director

SECTION 14. Dues, Subscriptions, and Professional Development

- A. The County agrees to pay the Employee's annual membership dues, subscriptions, licensing fees, and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the Court Administrator or his or her designee.
- B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional, and official-travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the Court Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, indemnify, and hold harmless the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as the **Judicial Accountability Division Director**. The County or its insurance carrier shall pay the amount of any settlement or judgment agreed to or rendered against the Employee, and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee. Any defense, indemnification, or payment provided to the Employee by the County pursuant to this Section shall be subject to all terms, conditions, limitations, defenses, immunities, and exclusions contained in the County's Defense and Indemnification Ordinance and any policies adopted thereunder, as the same may be amended from time to time.

SECTION 16. General Provisions

- A. The text herein shall constitute the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof. Any amendment hereto shall be in writing and be executed by both parties.
- B. If any provision, or any portion thereof, contained in this agreement is held 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.

EMPLOYMENT AGREEMENT
Judicial Accountability Division Director

- C. This agreement will become effective on the 19th day of October 2026, and shall continue thereafter, unless or until the agreement is terminated by either party set forth herein.
- D. This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF OCTOBER 2026.

HALL COUNTY, GEORGIA

John T. Gentry, Jr.,
Interim County Administrator

ATTEST:

Jennifer Rivera, County Commission Clerk (Seal)

Kevin Head, Employee

APPROVED AS TO FORM:

Justin R. Lawhon, County Attorney