

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into, by and between the City of Groveport, Ohio, a Municipal Corporation (herein after referred to as "Employer") and Benjamin James King, an individual who has the education, training, and experience in local government and both of whom agree as follows:

### **Section 1: Term of Agreement**

On February 3, 2020, Benjamin J. King commenced employment with the City of Groveport to serve as its City Administrator, pursuant to Article VI of the City of Groveport (hereinafter referred to as "City Charter"). City Council, per the Charter, approved this appointment. The City is desirous to enter into an employment agreement with Employee, and agrees to continue employing the Employee as City Administrator under the terms and conditions set forth herein.

- 1) Unless terminated or otherwise ended as provided for herein, the term and conditions of this agreement shall be for five (5) years, commencing on \_\_\_\_\_
- 2) Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from appointed position with Employer, subject to the provisions set forth in Section 6 of this agreement.
- 3) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate services of Employee at any time, pursuant to the procedures set forth in the City Charter and Section 6 of this agreement.

### **Section 2: Duties and Authority**

The City Administrator is an exempt administrative employee whose duties shall consist with those set forth in Article VI of the City of Groveport Charter as well as any duties that are conferred or required by the general laws of Ohio, the City Charter or by any future ordinance, resolution, or direction of Council.

### **Section 3: Compensation**

The City Administrator shall be compensated consistent with Grade 10 of the most current version of the approved City of Groveport Wage Scale. Any increases in pay will be consistent with the increased approved for all non-union employees of the City of Groveport.

### **Section 4: Retirement**

The Employer shall pay the employer's share of Ohio Public Employees Retirement System (OPERS) contributions per all applicable Ohio Revised Code Sections. In addition, the Employer shall also "pick up and pay" (pay directly) 3% of the employee's contribution to OPERS.

## **Section 5: Other Benefits**

### **(1) Vacation Leave**

The City Administrator shall accrue vacation leave consistent with the City of Groveport's leave accrual policy, which is based on years of service in public sector employment.

### **(2) Personal Leave**

The City Administrator shall receive 8 hours of Personal Leave, on an annual basis, to use at the discretion of the employee.

### **(3) Holidays**

The City Administrator shall be entitled to receive, and use, paid annual holidays in the manner defined in the City's Personnel Policy Manual for non-collectively bargained employees.

### **(4) Sick Leave**

The City Administrator shall be entitled to earn and use paid sick leave in the manner defined in the City of Groveport's Personnel Policy Manual for non-collectively bargained employees.

### **(5) Cellular Telephone**

Employer shall reimburse the employee a sum of fifty-eight dollars (\$58.00) per month for the use of cellular phone service. Any expenses in excess of that amount shall be the responsibility of the employee. Employee agrees to be accessible via telephone to the Mayor, City Council, and other City employees, as necessary, during and after regular work hours.

### **(6) Health, Medical, and Life Insurance**

Employee shall be entitled to participate in the health, medical, and life insurance plans offered by the City, under the same terms and conditions as Employer provides to all non-bargaining unit employees.

### **(7) Dues, Subscriptions and Professional Development**

Employer shall review and budget for payment of professional dues and subscriptions for Employee's participation in the Ohio City Management Association, International City Management Association, and the Central Ohio Managers Association for the continued professional participation, growth, and advancement of the interests of the City. Professional development shall include attending various national or state conferences, seminars, and/or continuing education. Employee shall be limited to only one (1) out-of-state conference per calendar year, which will be paid for by the Employer.

## **Section 6: Suspension, Termination, Resignation, and Severance**

### **(1) Termination**

As set forth in Section (add City Charter Section), Employee serves at the pleasure of the Mayor and the City Council and may be suspended or removed by either (a) The Mayor, with the consent of a majority of City Council, or (b) an affirmative vote of at least five (5) members of City Council without the consent of the Mayor.

### **(2) Severance**

In the event that the Employees is terminated pursuant to Section Charter Section XI of the City Charter the expiration of the term of this Agreement and subject to the limitation set forth in subsection (3) below, Employer agrees to pay Employee, in one lump sum or monthly disbursements consistent with the City's pay schedule, an amount equal to a base of three (3) months aggregate salary and benefits plus a month for each of year service to the City, **with a cap of nine (9) months**. The months "aggregate salary and benefits" is defined as three (3) months, plus a month for each year of service to the City, **with a cap of nine (9) months**, of regular salary and earnings at the rate of pay in effect upon termination and includes payout of all remaining earned vacation time, if any.

### **(3) Forfeiture of Severance Pay**

Employee forfeits, and will not receive any Severance Pay if Employee is terminated for "just cause", which includes, but is not limited to, the following:

- a. Criminal behavior or action by Employee;
- b. Any dishonest acts of Employee relating to the City;
- c. Cause of a material injury to the City by Employee;
- d. Misappropriation of municipal funds, breach of fiduciary duty or non-disclosure of conflict of interest: or
- e. Conviction of a felony for misfeasance, malfeasance, or nonfeasance in office, or in the willful or deliberate performance of a wrongful act.

### **(4) Resignation**

In the event Employee resigns for any reason, Employee shall:

- a. Provide minimum of 60 days' notice, in writing, in advance of such resignation unless the parties mutually agree otherwise in writing;
- b. Not receive any Severance Pay;
- c. Not be entitled to earn, or be compensated for, any City benefits after the effective date of resignation unless the parties agree otherwise, in writing;
- d. Be paid for all earned, but unused, Vacation Leave and Sick Leave.

**Section 7: Hours of work**

Employee's position is considered to be a full-time Charter appointment. Employer recognizes the performance of duties expected of this position may require irregular work hours and/or flexibility in the work schedule and/or working more than 40 hours per week. Employee shall, as necessary, devote time outside normal working hours to perform the duties referred to in Section 2 above. Employee shall be expected to attend Council meetings, Special meetings, or other meetings that require the presence of the City Administrator, unless excused by the Mayor.

**Section 8: Performance Evaluation**

Employer shall review and evaluate the performance of Employee at least once annually in advance of the adoption of the annual operating budget. This review and evaluation shall be in accordance with the Employer's Performance Evaluation Process. Employer will provide an adequate opportunity for Employee to discuss the evaluation with Employer.

**Section 9: Outside Employment**

The employment provided for by this Agreement shall be Employee's exclusive source of employment.

**Section 10: Liability Insurance and Bonding**

Employer will maintain liability insurance for the City Administrator and provide coverage for Employee in accordance with the terms and conditions set forth in the City's insurance policy.

**Section 11: Other Terms and Conditions of Employment**

- (1) Employer, only upon written agreement with Employee, 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 City Charter or any other law.
- (2) Background Evaluation – Employee acknowledges Employer has the right to perform a complete background evaluation/check of Employee's criminal and personnel history.

**Section 12: Non-Disclosure and Confidential Information**

Employee agrees that he will not, at any time during or after the term of this Agreement, use for his own benefit, either directly or indirectly, or disclose or communicate in a manner to any individual corporation or other entity any confidential information

acquire during Employee's during employment regarding any actual or intended business activity, service, plan or strategy of the City.

**Section 13: General Provisions**

- (1) This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussion or representations by or between the parties are rendered null and void by this Agreement.
- (2) This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- (3) **With the consent of Council**, the parties, only by signed written agreement, may amend any provision of this Agreement during the term of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- (4) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day stated below.

\_\_\_\_\_  
BENJAMIN J. KING

\_\_\_\_\_  
MAYOR LANCE WESTAMP

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
KEVIN SHANNON, LAW DIRECTOR

**CERTIFICATE OF AVAILABLE FUNDS**

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collections to the credit of said fund, free from any previous obligation or certification as required by the Ohio Revised Code, Section 5705.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jason Carr, Finance Director