

EMPLOYMENT AGREEMENT

This Employment Agreement (“this Agreement”) is made and entered into, by and between the Village of Thornville, Ohio, Perry County, an Ohio municipal corporation (“Employer”) and Traci Sturgill (“Employee”) an individual who has the necessary training and experience in local government management. Employer and Employee are collectively referred to as the “the Parties.”

RECITALS

WHEREAS, in December 1995, with Ordinance 95-19, Council for the Village of Thornville abolished the Board of Public Affairs and created the position of Village Administrator in accordance with R.C. 735.271; and

WHEREAS, with Ordinance No. 12-05, Council for the Village of Thornville amended Ordinance 95-19, thereby amending the job duties, hours of work, and pay for the position of Village Administrator. The Village Administrator’s salary is set forth in the current Compensation and Pay Schedule Ordinance; and

WHEREAS, on April 10, 2019, pursuant to R.C. 735.271, Council for the Village of Thornville approved and confirmed, via motion, the Mayor’s appointment of Traci Sturgill to serve as the next Village Administrator. Following this appointment and confirmation, the Parties now want to enter into an Employment Agreement that memorialized the terms and conditions of Traci Sturgill’s appointment; and

WHEREAS, Council for the Village of Thornville believes Traci Sturgill has performed exceptionally as Village Administrator. Her dedication to the Village and its residents is remarkable. Therefore, neither Council for the Village of Thornville nor the Mayor wants to initiate termination proceedings under R.C. 735.271. Instead they want to execute a new Agreement; and

WHEREAS, nothing in this Agreement is meant to, nor shall it be interpreted to, supersede Ohio statutory law governing the appointment, powers, duties, term, and/or removal of the Village Administrator. This Agreement is meant, and shall be interpreted, to supplement those statutes and the case law interpreting those statutes.

NOW THEREFORE, in consideration of the exchange of valuable consideration, the sufficiency of which the Parties’ agreement exists, and upon the terms and conditions set forth below, the Parties hereby agree as follows:

Section 1: Term

As more fully described in Section 8, Employee shall serve at the pleasure of the Mayor and Council for the Village of Thornville. This Agreement shall commence on April 11, 2020.

As the establishment of the position of Village Administrator and the at-will nature of this position is governed by Ohio statute (R.C. 735.271), nothing in this Agreement is intended to create, nor shall it be interpreted as creating, a vested right in Employee’s employment. This Agreement serves only to outline the duties, compensation, responsibilities, benefits, etc. of this at-will employment relationship.

Section 2: Duties and Authority

Employer hereby agrees to employ Employee as Village Administrator. The Village Administrator duties shall consist of those set forth in R.C. 735.273, and also shall include, pursuant to R.C. 735.273, the additional duties set forth in the job description attached hereto as Exhibit A and incorporated herein by reference.

Section 3: Compensation

Subject to the following paragraph in this Section, Employer will pay Employee an annual salary as set forth in the then-current Village of Thornville Compensation and Pay Schedule, payable in equal bi-weekly installments. Employer shall deduct

all applicable federal, state, and local taxes as well as all other mandatory and legal withholdings.

Council for the Village of Thornville, or its designee, shall review and evaluate Employee's job performance annually, on or about November 30th each year. Following completion of this evaluation, Council for the Village of Thornville, at its sole discretion, will determine whether Employee's compensation should be adjusted in the following year.

Section 4: Life Insurance Benefits

Employee is entitled to life insurance benefits at an amount of \$20,000.00. The terms of Employer's insurance policy shall govern these death benefits.

Section 5: Retirement

Employee shall be responsible for paying her portion of the Ohio Public Employee Retirement System (OPERS) and making all the appropriate contributions on Employee's behalf per all applicable Ohio Revised Code sections. Employer shall be responsible for paying its portion of the OPERS contribution for the duration of the Term or Extended Term of this Agreement.

Section 6: General Business Expenses

Employer shall provide Employee a computer, software, internet access, and fax/modem in Village Hall, all of which are required for Employee to perform the job and maintain communications. Any incidental, non-employment related use of these items must be done in accordance with Employer's policies regarding the same.

Section 7: Other Benefits

Unless otherwise noted in Sections 8 and 9 below, the following applies:

- A. Holidays. Employee shall receive all paid holidays to which other full-time Village of Thornville employees receive, in accordance with the Village of Thornville Personnel Manual.
- B. Bereavement/Funeral Leave. Employee is entitled to receive and use Bereavement/Funeral Leave like other full-time Village of Thornville employees, in accordance with the Village of Thornville Personnel Manual.
- C. Vacation Leave. Employee is entitled to receive and use Vacation Leave like other full-time Village of Thornville employees, in accordance with the Village of Thornville Personnel Manual.
- D. Sick Leave. Employee shall continue to receive and use Sick Leave like other full-time Village of Thornville employees, in accordance with the Village of Thornville Personnel Manual.
- E. Personal Time Off. Employee is entitled to receive and use three (3) personal days off per year. This Personal Time Off shall be credited to Employee on April 11, 2020 and each year thereafter.
- F. Professional Dues/Conferences/Seminars. Employer shall pay Employee's Ohio City Management Association membership dues. When approved by Council for the Village of Thornville, Employer shall pay Employee's expenses for attending conferences, seminars, and other events that relate to her job.

Section 8: Termination

Pursuant to R.C. 735.271, Employee shall serve at the pleasure of the Mayor and Council for the Village of Thornville. As such, Employee may be removed with

cause at any time by the Mayor and the vote of the majority of the members elected to Council for the Village of Thornville. For the purposes of this Agreement, "with cause" shall include, but not be limited to, the following:

- A. Illegal behavior or action by Employee;
- B. Theft or misappropriation of Village property by Employee;
- C. Any dishonest acts of Employee relating to the Village;
- D. Cause of a material injury to the Village by Employee;
- E. Misappropriation of municipal funds, breach of fiduciary duty, or non-disclosure of conflict of interest;
- F. Conviction of, or guilty plea to, a felony; or
- H. Misfeasance, Malfeasance, and/or Nonfeasance in the performance of her duties and responsibilities, or in the willful or deliberate performance of a wrongful act.

Employee may be removed without cause (i.e., for any reason or no reason at all) by the Mayor with the consent of a majority of the members elected to Council for the Village of Thornville; or

Employee may be removed without cause (i.e., for any reason or no reason at all) by the affirmative vote of three-fourths of the members elected to Council for the Village of Thornville, without consent of the Mayor.

Section 9: Resignation or Termination of Agreement

In the event Employee resigns for any reason, or Employer terminates Employee in accordance with Section 8, Employee shall:

- A. Not be entitled to any severance pay;
- B. Not be entitled to earn or be compensated for, any Village benefits after the effective date of her resignation, the end date of this Agreement, or her termination; and
- C. Not be paid for any earned, but unused, Vacation Leave or Compensatory Time. Whether Sick Leave will be paid depends on whether Employee meets the conditions set forth in the Personnel Manual for "Cashing in of unused sick leave."

Section 10: Hours of Work

Employer recognizes the performance of the duties expected of this position may require irregular work hours and/or flexibility in the work schedule. Unless otherwise allowed, Employee's normal work hours shall be 7:30 a.m. to 4:00 p.m., Monday thru Friday. Employee shall work forty (40) hours per week. All flex scheduling must be pre-approved, in writing, by the Mayor.

Employee shall turn in weekly time sheets or time cards that adequately and accurately reflect all time worked and sufficiently describe the tasks performed.

Section 11: Outside Activities

The employment provided for by this Agreement shall be Employee's main source of employment. Employee is permitted to seek additional business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with her responsibilities under this Agreement.

Before Employee secures additional employment, Employer must provide written consent, which consent will not be unreasonably withheld.

Section 12: Indemnification

Only through its insurance provider and in accordance with the terms and conditions set forth in the Village's insurance policy, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising of any alleged act or omission in the lawful performance of her duties as Village Administrator.

Section 13: Bonding

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

Section 14: Other Terms and Conditions of Employment

- A. 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, any Thornville Ordinance, or any other law.
- B. Background Evaluation. Employee acknowledges Employer has the right to perform a complete background evaluation/check of Employee's criminal and personnel history.

Section 15: Non- Disclosure and Confidential Information

Employee agrees that she will not, at any time, use for her own benefit, either directly or indirectly, or disclose or communicate in any manner to any individual, corporation or other entity any confidential information acquired by her during her employment regarding any actual or intended business activity, service, plan, or strategy of Employer.

Section 16: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the Parties are rendered null and void by this Agreement. The Parties, by mutual written agreement, may amend any provision of this Agreement during the term of this Agreement. Such amendment shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event 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 the Parties subsequent to the expungement or judicial modification of the invalid provision.
- D. Waiver of Breach. Employer's waiver or non-enforcement of any term or condition contained in this Agreement shall not constitute and operate as a waiver of any subsequent breach.
- E. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Ohio.

Employer:



Village of Thornville
By Dan Harmon, Mayor

Date: 2/24/20

Employee:



Traci Sturgill

Date: 2-24-20

APPROVED:

Approved as to form this 23rd day of January 2020



Brian M. Zets, Esq.
Village Solicitor