

EXHIBIT A
VILLAGE OF GRANVILLE, OHIO EMPLOYMENT AGREEMENT
ORDINANCE NO. 05-2016

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EMPLOYMENT AGREEMENT

This Employment Agreement, hereinafter referred to as **the Agreement**, is made and entered into this 10th day of June, 2016, by and between the Village of Granville, Ohio, a municipal corporation, hereinafter referred to as **the Employer** or **the Village**, and Steven R. Pyles, hereinafter referred to as **the Employee** or **the Village Manager**, collectively referred to as **the parties**.

WITNESSETH:

WHEREAS, Employer desires to employ the services of Steven R. Pyles as Village Manager of the Village of Granville as provided by Section 4.01 of the Charter of the Village of Granville (**the Charter**); and

WHEREAS, it is the desire of the Village Council of the Village of Granville, hereinafter referred to as **the Village Council**, to provide certain benefits and to establish certain conditions of employment of said Employee as set forth in this Employment Agreement; and

WHEREAS, Employee desires to accept employment as Village Manager of the Village of Granville pursuant to the terms and conditions set forth in this Employment Agreement.

NOW THEREFORE, in consideration of the mutual and reciprocal obligations and undertakings hereinafter set forth, the parties agree as follows:

Section 1: Duties of the Village Manager

Employer hereby agrees to employ Steven R. Pyles as the full-time Village Manager of the Village of Granville to perform the functions and duties specified in the Charter and Ordinances of the Village of Granville and to perform such other legally permissible and proper duties and functions as the Village Council shall from time to time assign, subject to this Agreement.

Section 2: Term of Agreement

- A. The Village Manager shall serve at the pleasure of the Village Council. Employment shall commence as 12:01am on July 11, 2016.
- 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 Employer, subject only to the provisions set forth in Section 7 of this Agreement and applicable Ohio and Federal law.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 6 of this Agreement and Ohio and Federal law.
- D. The Employee agrees to remain in the exclusive employ of the Village of Granville, until resignation or termination of employment pursuant to this agreement.

Section 3: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual (calendar) salary of \$107,500.00, payable in bi-weekly installments at the same time as other employees of the Employer are paid.

Section 4: Performance Evaluation

Within the first sixty (60) days of the Employee's employment with the Village, Village Council will meet with him in order to discuss and adopt a performance plan of priorities and develop goals for the Employee during the first twelve (12) months of employment. The Village Council will conduct a performance review after six months of employment to discuss progress on the performance plan.

The Employee's salary will be subject to review and merit consideration at the annual anniversary date of his hire. In conjunction with the annual performance review, Village Council and the Employee will discuss and update the Employee's annual performance plan and annual compensation.

The Village Council shall adjust base salary and/or other benefits of the Employee at the time of his review, in such amounts and to such extent as the Village Council may determine is desirable to do so, at its sole discretion, in light of the performance by the Employee.

Section 5: Employment Terminable at Will

Nothing in this agreement shall prevent, limit or otherwise interfere with the right-of-the Village Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 6, item C of this agreement and Ohio and Federal law. If the Village Council terminates the services of Employee, it shall give to the Employee thirty (30) days written notice in advance of the termination date. No such advance notice will be required if the termination of the employment is the result of nonfeasance, misfeasance or malfeasance of the Employee.

Section 6: Termination and Severance Pay

- A. In the event the Employee is terminated by the Village because of the Employee's nonfeasance, misfeasance or malfeasance, then, in any of these events, the Village shall have no obligation to pay a severance sum.
- B. In the event that the Employee voluntarily resigns his position with the Village, the Village shall have no obligation to pay a severance sum.
- C. In the event the employment is terminated by the Village other than because of the Employee's nonfeasance, misfeasance or malfeasance, and the Employee is willing and able to perform his duties as Village Manager, then following thirty (30) days written notice as set forth in Section 5, the Village agrees to pay Employee a lump sum cash payment equal to three months salary within thirty (30) days from the receipt of notice as set forth in section 5. The amount of severance pay shall increase by an additional two (2) weeks for each year of employment, to a maximum amount to six (6) months.

Section 7: Resignation

In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer thirty (30) days written notice in advance, unless the parties agree otherwise, and the Employee shall not be entitled to any termination or severance pay as otherwise set forth in this Agreement.

Section 8: Outside Activities

Employee shall remain in the exclusive employ of the Employer, while employed by the Village of Granville. The term %exclusive employ,+however, shall not prohibit the Employee from participating in occasional teaching, writing, speaking or consulting performed in his time off, even if outside compensation is provided for such services. Employee shall secure the prior approval of the Village Council before engaging in any consulting services. In no case shall occasional teaching, writing, speaking or approved consulting services present a conflict with the Village of Granville.

Section 9: Automobile

Employee, at all time during his employment with the Village of Granville, shall be provided a monetary allowance for purposes of acquiring and maintaining an automobile to be used for Village business in addition to his personal use. The Village Council agrees to pay Employee the sum of \$300.00 per month or IRS reimbursement rate for such allowance. The Employee shall be responsible for furnishing gasoline and service for the automobile and shall provide liability, property damage, and comprehensive insurance on said automobile, naming the Village of Granville as an additional insured.

Section 10: Vacation, Sick and Holidays

- A. Upon the first day of employment with the Village of Granville, Employee shall be credited with twenty (20) days of paid vacation. No more than five (5) consecutive days of paid vacation may be used during the first six (6) months of Employee's employment with the Village of Granville. Employee will accrue paid vacation at a rate of twenty-five (25) days annually beginning on his first anniversary hire date. In the event that the Granville personnel policy is amended from time to time to increase the maximum number of vacation days for Village employees, which is currently twenty-five (25) days per year, the Employee shall be entitled to the maximum number of vacation days permitted for a Village employee under the amended policy.
- B. Employee will be entitled to paid annual holidays, sick leave and vacation carryover as outlined in the Village's personnel policy.

Section 11: Family and Medical Leave

Employee is entitled to worker's compensation and other leave benefits required of the Village of Granville for all Village of Granville employees.

Section 12: Liability Insurance

The Village of Granville will provide liability insurance coverage for Employee, covering him as an officer of the Village.

Section 13: Group Medical, Group Dental and Life Insurance

Employee will be entitled to participate in the various fringe benefit plans offered by the Village of Granville, including, but not limited to, group medical, dental and life insurance as for all other administrative employees at the Village of Granville. He will be enrolled in the various fringe benefit plans on the earliest possible date.

Section 14: Retirement

Employee shall be covered and governed by the Ohio Public Employees Retirement System with the Village contributing its required percentage of salary base.

Section 15: Dues and Subscriptions

Subject to the availability of funds, Employer agrees to pay for the professional dues and subscriptions of the Employee necessary for continuation and full participation in up to four national, regional, state and local associations and organizations necessary and desirable for continued professional development and for the good of the Employer.

Section 16: Professional Development

- A. Subject to the availability of funds, Employer agrees to budget for and pay the travel and subsistence expenses of the Employee for professional and official travel and meetings adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for Employer, including the annual conference of the International City/County Managers Association, the Ohio Municipal League and the Ohio City Management Association.
- B. Subject to the availability of funds, Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

Section 17: General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses upon presentation of proper invoice or receipts.

Section 18: Moving Expenses

Employer shall reimburse Employee expenses associated with the Employee's move into a residence located within the Granville, Ohio school district boundary. Relocation costs shall include the expenses of packing and moving Employee and his personal property, unpacking and storage (not to exceed ninety (90) days). Employee shall obtain and submit at least two (2) estimates or quotes to the Village for approval prior to incurring said expense. In no case shall the total amount of the reimbursement exceed \$5,000.00.

Section 19: Civic Club Membership

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of one such Granville civic club or organization, for which Employer shall pay all expenses.

Section 20: Hours of Work

It is recognized that the Employee must devote time outside normal office hours to Village business, and to that end the Employee will be allowed to modify his work schedule as he deems appropriate. The Employee shall maintain a strong presence

in the Village. The Employer encourages the Employee to accept invitations to speaking engagements, writing or other opportunities to communicate with the community and to participate in community activities.

Section 21: Residency

Employee is encouraged to establish residency within the Granville School District boundary within six months following the commencement of his employment as Village Manager.

Section 22: Personal Digital Assistant

The Employer shall provide Employee a PDA/cell phone device for his use for Village of Granville business. The Employer shall pay the monthly service charge for said PDA/cell phone device.

Section 23: Bonding

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

Section 24: No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

Section 25: General Provisions

- A. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the Employer and Employee.
- B. No modification of this Agreement will be valid unless the modification is in writing and authorized by Village Council ordinance or resolution.
- C. This Agreement shall be binding upon the inure to the benefit of the heirs at law and executors of Employee.
- D. This Agreement, once executed, shall become effective upon adoption and approval by the Village Council of the Village of Granville.
- E. If any provision of this Agreement is held unconstitutional, invalid or unenforceable, by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall remain in full force and effect.
- F. This Agreement shall be construed and the rights of the parties governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the Village of Granville has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Village Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Village of Granville

Village Manager

Mayor Melissa Hartfield

Steven R. Pyles

ATTEST:

APPROVED AS TO FORM:

Mollie Prasher, Clerk of Council

Michael J. King, Law Director