

Employment Agreement

THIS EMPLOYMENT AGREEMENT made and entered into on the _____ day of _____, 2018, pursuant to Ohio Revised Code Section 340.032, by and between the Geauga County Board of Mental Health and Recovery Services, a Geauga County, Ohio, governmental agency, having a principal place of business at 13244 Ravenna Road, Chardon, Ohio 44024-9012 (hereinafter referred to as "Employer" or "Board"), and James C. Adams (hereinafter referred to as "Employee").

WHEREAS, the Employer desires to employ the Employee as Chief Executive Officer for the Geauga County Board of Mental Health & Recovery Services to administer the Employer's work in accordance with the provisions of the Ohio Revised Code Sections 340.04, 340.03, and 340.033 and other applicable Sections of the law; and

WHEREAS, the Employee represents that he is fully qualified for the position of Chief Executive Officer of the Geauga County Board of Mental Health & Recovery Services and that he will maintain during the life of this Agreement all of the necessary educational qualifications and State of Ohio certifications required in order to perform as such Chief Executive Officer and shall furnish the Employer, if requested, evidence thereof; and

WHEREAS, the Employer, based on such representations by Employee, desires to employ the Employee as its Chief Executive Officer, subject to the terms and conditions contained herein; and

WHEREAS, the Employee is willing to accept such employment based upon such terms and conditions; and

NOW, THEREFORE, in consideration of the promises and the mutual agreements hereinafter set forth, the parties hereto have agreed and do hereby mutually agree as follows:

ARTICLE ONE (1)

TERMS OF AGREEMENT

SECTION 1.01: The Employer hereby employs the Employee, subject to continued certification as required by Board Policy, and Employee, hereby accepts employment with the Employer. Said employment shall continue for a term of 60 (sixty) months, starting on the 1st day of August 2018, and ending on the 31st day of July, 2023.

ARTICLE TWO (2)

DUTIES OF EMPLOYEE

SECTION 2.01: The Employee shall be responsible for the performance of all functions and duties of Chief Executive Officer of the Geauga County Board of Mental Health & Recovery Services, as set forth in Chapter 340 of the Ohio Revised Code, all of which are incorporated herein as if set forth at length again, and shall perform such other work as may lawfully be assigned to him subject to the instructions, directions, and control of the Employer, together with but not limited to, the duties and responsibilities set forth in Board Policy.

ARTICLE THREE (3)

COMPENSATION

SECTION 3.01: Employee's salary shall be \$117,329.00 (one hundred seventeen thousand, three hundred and twenty nine dollars) and shall be paid in bi-weekly installments, effective January 1, 2019 and continuing with the same frequency as other Board employees and consistent with the issuance of the Geauga County payroll. Effective January 1, 2020 the Employee's salary shall be \$122,917 (one hundred twenty two thousand, nine hundred and seventeen dollars). Effective January 1, 2021 the Employee's salary shall be \$128,505 (one hundred twenty eight thousand, five hundred and five dollars). Effective January 1, 2022 the Employee's salary shall be \$134,093 (one hundred thirty four thousand and ninety three dollars). Effective January 1, 2023 the Employee's salary shall be \$139,681 (one hundred thirty nine thousand, six hundred and eighty one dollars). The Board shall, at its sole expense, make all Employer contributions to the Ohio Public Employees Retirement System as required under State law and this Agreement. Increases in compensation shall be considered at the time of Employee's annual performance reviews.

SECTION 3.02: In addition to the Employee's salary herein provided, the Employee shall be furnished with an automobile owned by the Employer for the Employee's use and, subject to the provisions of this Agreement, all expenses relating to such automobile, including liability insurance, shall be paid by the Employer.

SECTION 3.03: If the Employee dies prior to the expiration of the term of employment, any monies due him shall be distributed in accordance with Board Policy, this Agreement, and the rules and regulations applicable to a public employee under the Ohio Public Employees Retirement System.

ARTICLE FOUR (4)

EMPLOYEE BENEFITS

SECTION 4.01: The Employee shall be entitled to participate in all medical reimbursement plans, paid sick leave or salary continuation plans and qualified deferred income plans which are or may be established by the Employer or in which the Employer and Employee are required to participate, such participation to be in accordance with the terms of any such plan. Employee shall be entitled to a group life insurance policy equal to Two Hundred Fifty Thousand Dollars (\$250,000) and the premium for such policy shall be paid by the Employer as long as the Employee is employed by the Employer.

SECTION 4.02: The Employee agrees that, due to the Employer's justifiable and reasonable concern that supervision continue in the most uninterrupted manner possible, the Employee shall designate a Board staff person who shall act in his capacity, to the extent possible, during any planned absence. Vacation time will be permitted to be taken in accordance with Board Policy.

SECTION 4.03: The Employee shall be given credit for all of his current and future Ohio Civil Service Credits as earned under this Agreement for all purposes under this Article.

SECTION 4.04: The Employee as Chief Executive Officer shall be given credit for all accumulated but unused sick leave. Sick leave shall be earned at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service. There shall be no limit on accumulation of sick leave.

SECTION 4.05: Upon separation from employment with the Employer, the Employee shall receive payment for unused sick leave up to a maximum of 90 (ninety) days, equal to seven hundred twenty (720) hours.

SECTION 4.06: The Employee shall submit to the Employer a time sheet listing all used and accrued sick leave, vacation time, and personal days.

SECTION 4.07: The Employer agrees to provide professional liability insurance for Employee with coverage limits in the amount of Two Million Dollars (\$2,000,000) per occurrence, and Four Million Dollars (\$4,000,000) total coverage.

SECTION 4.08: All past, current, and future work products created in whole or in part by the Employee will be accessible to the public through means set forth in the Ohio Revised Code. All rights to publish or utilize work products created by the Employee in any way, including but not restricted to electronic or published material, remain the sole property of the Employee.

ARTICLE FIVE (5)

REIMBURSEMENT OF EMPLOYEE EXPENSES

SECTION 5.01: The Employee shall be encouraged to attend those professional meetings and to belong to those professional organizations for the purpose of

professional growth and community involvement of the Employee in which case the membership dues of the Employee shall be paid by the Employer.

SECTION 5.02: The Employer, in accordance with the rules and regulations that it may issue from time to time, shall reimburse the Employee for business expenses incurred in the performance of his duties, including those incurred in Geauga County. As a specific exception to such rules and regulations, the parties agree that the Employer shall reimburse the Employee according to current Board policies regarding reimbursement of expenses.

SECTION 5.03: The Employee shall have authority, in accordance with the Employer's Rules and Regulations, to expend funds both in and out of State for purposes of professional education and advancing the work of the Board in accordance with the line item budgets as approved by the Board in its annual budget.

ARTICLE SIX (6)

ETHICAL CONDUCT

SECTION 6.01: The Employee covenants and agrees that during the term of this Agreement, he will conduct himself according to the highest standards of professional conduct.

SECTION 6.02: The Employee agrees that he will not employ any person to whom he has any of the following relationships: mother, father, child, sister, brother, mother-in-law, father-in-law, aunt, uncle, or grandparent.

ARTICLE SEVEN (7)

TERMINATION

SECTION 7.01: This Employment Agreement may be terminated by: (1) mutual agreements of the parties; (2) retirement, permanent disability or death of the Chief Executive Officer; (3) conviction of a felony offense by Employee; (4) termination by the Board in accordance with the provisions of Chapter 340.032, Ohio Revised Code; or (5) insufficient funding to cover the compensation due Employee for the balance of this Agreement when considering all funding sources available to Employer, including but not limited to, all federal, state, and local funding sources; provided however that Employer shall provide Employee not less than twelve (12) months' notice if terminating this Agreement due to insufficient funding.

SECTION 7.02: The parties hereto shall adhere to Board Policy with regard to the incapacitation of the Employee.

SECTION 7.03: Employee is required to give notice of not less than three (3) months in the event of his resignation due to retirement and not less than one (1) month in the event of illness or change in employment.

ARTICLE EIGHT (8)

RENEWAL

SECTION 8.01: The Employer shall act on a renewal of its employment relationship with the Employee after two and one-half (2 ½) years. Employer may conduct periodic performance evaluations of Employee at such frequency as Employer may determine in its sole discretion but not less than once before any renewal of this contract. Should the Employer choose not to renew this Agreement at the end of the Agreement term, the Employee shall remain a full time employee of the Geauga

County Board of Mental Health & Recovery Services and shall maintain all contract benefits. All accrued sick and vacation leave shall then be paid to the Employee at the time of separation from the Geauga County Board of Mental Health & Recovery Services. Any additional terms of this Agreement, that by its nature survives beyond the expiration or termination of this Agreement, shall remain in effect until fulfilled.

ARTICLE NINE (9)

GENERAL PROVISIONS

SECTION 9.01: The Employee shall be subject to all policies adopted by the Employer. The Employee agrees that the Employer shall have the right to make, modify, and rescind such policies, rules and regulations (including those policies, rules and regulations in effect as of the date of this Agreement), as the Employer may deem necessary. If a policy and procedure conflicts with this Agreement, this Agreement shall control.

SECTION 9.02: If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, each party shall bear its or his own attorney's fees, costs, and necessary disbursements, regardless of said action.

SECTION 9.03: This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the employment of the Employee by the Employer and contains all of the covenants and agreements between the parties with respect to such employment.

SECTION 9.04: Any notices given hereunder by either party to the other shall be effected in writing, either by personal delivery or by mail, registered or certified, postage

prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses on file with the Employer.

SECTION 9.05: This Agreement may not be changed orally but only by written agreement signed by both parties. The Employee understands that no representative of the Employer other than the Chairperson of the Board, acting pursuant to resolution of the Board, has any authority to change this Agreement on behalf of the Employer.

SECTION 9.06: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any portion of this Agreement is deemed illegal due to conflict with federal, state or local laws, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Geauga County, Ohio as of the day and year first above written with legal intent to be legally bound hereunder.

WITNESSES:

EMPLOYER:

**Geauga County Board of Mental Health &
Recovery Services**

ALBERTA CHOKSHI, Chairperson

WITNESSES:

EMPLOYEE:

JAMES C. ADAMS