

RESOLUTION #19-0517-02

Authorize hiring of Township Administrator and Approving Hiring Agreement

WHEREAS, Liberty Township Trustees have posted and conducted interviews for the vacant position of Township Administrator.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO, to authorize the Township Administrator position description and approve the hiring of Michael Schuiling as Township Administrator, and **TO FURTHER AUTHORIZE AND APPROVE** the attached hiring agreement, *effective May 20, 2019.*

Motion made by Leneghan and seconded by Gemperline
Vote: no Mrs. Eichhorn yes Mr. Gemperline yes Mrs. Leneghan

This Resolution shall be in force and become effective immediately upon its execution.

5-17-19
Date

Melanie Leneghan
Melanie Leneghan, Trustee

CERTIFIED BY:

Nancy Denutte
Nancy Denutte, Fiscal Officer

Mike Gemperline
Mike Gemperline, Trustee

Shyra Eichhorn
Shyra Eichhorn, Trustee

**ADMINISTRATOR EMPLOYMENT AGREEMENT
LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO**

This Contract is entered into by and between Liberty Township, Delaware County, Ohio, acting through its Board of Trustees (hereinafter "Township" or "Employer") and Michael Schulting (hereinafter "Administrator" or "Employee").

Whereas, effective May 20, 2019, the Township has appointed Employee to serve as Township Administrator and Employee has accepted said appointment, under the terms and conditions as set forth in this Contract and under such terms and conditions as may otherwise subsequently be provided by Township.

Wherefore, the terms and conditions of employment under this Contract are as follows:

- 1. Nature of Employment and Extent of Services.** The Administrator serves at the pleasure of the Liberty Township Board of Trustees (hereinafter "Board") and shall discharge faithfully, diligently and to the best of his ability the responsibilities of Administrator as outlined in: (1) the Township Administrator Job Description (incorporated herein and as may be periodically revised at the discretion of the Township), and (2) Section 505.032 of the Ohio Revised Code. Administrator shall also perform such other lawful and reasonable duties as requested by the Board. The Administrator shall not be engaged in any business activity in conflict with his position and duties other than on behalf of and as directed by the Board, whether or not such business activity is pursued for gain, profit or other pecuniary advantage, without the prior written approval of the Board. The Administrator's full working time and effort shall be devoted to his employment with the Township.
- 2. Term.** The term of this Contract shall be for five (5) years beginning on the date this Contract is fully executed. At the expiration of the 5-year term of employment, the Administrator may be re-employed by the Board. This Contract is renewable for successive terms of either one (1) or (2) years, at the Parties' discretion. If the 5-year term ends and one of the following has not occurred: (1) a renewal of this Contract in writing; (2) a new contract that replaces this Contract; or (3) a written termination of this Contract pursuant to the terms of Article 9, then this Contract shall continue on a month-to-month basis on the same terms and conditions as stated herein.
- 3. Annual Salary.** As compensation for all services of every character and description rendered to the Township by the Administrator, the Administrator shall receive an initial starting base annual salary of ninety-five thousand (\$95,000) per year, payable on a biweekly basis. Upon successful completion of six (6) months of service with the Township, the Administrator shall receive a probationary increase of two percent (2%) to his salary. For the second year of this Contract and twelve (12) months after receiving the probationary increase, the Administrator shall receive a minimum wage increase of three percent (3%). For the third year of this Contract and twelve (12) months after receiving the second year increase, the Administrator shall receive a minimum wage increase of three percent (3%). For the fourth year of this Contract and twelve (12) months after receiving the

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third year increase, the Administrator shall receive a minimum wage increase of three percent (3%). For the fifth year of this Contract and twelve (12) months after receiving the fourth year increase, the Administrator shall receive a minimum wage increase of three percent (3%). The Board may, in its sole and absolute discretion, provide Administrator with a wage increase of greater than 3% in any year of this Contract.

All compensation received by the Administrator shall be subject to withholding for federal, state, and local income taxes, and other such taxes and charges including pension contributions as required by applicable laws, rules, and regulations. The Administrator shall be considered exempt from the overtime provisions of the Fair Labor Standards Act (29 U.S.C. Sec. 201 et seq.) under the Executive Employee Exemption.

4. **Health Insurance Coverage.** Any and all health care insurance, dental care insurance, vision insurance, and life insurance that is uniformly provided to all non-bargaining unit full-time employees of the Township will be made available to the Administrator under the same terms as offered to all non-bargaining unit employees of the Township and in accordance with applicable law. All such insurance shall be subject to the terms and conditions contained in the applicable insurance policies and/or plan documents maintained from time to time by the Township. The Township reserves the right to revise, delete, alter or amend any such plan and/or policy. If the Administrator elects to participate in the health insurance program, the Administrator will be required to pay the Township any and all premium amounts and costs in an amount determined by the Township and as are generally charged to other non-bargaining unit Township employees.
5. **Work Hours.** The regularly scheduled work hours for the Administrator shall total at least eighty (80) hours per biweekly pay period. In addition, the Administrator shall work such other or additional hours as may be necessary to fulfill his duties as the Liberty Township Administrator and/or as may, from time to time, be requested by the Employer. As an exempt Executive Employee under FSLA, the Administrator shall not be eligible for overtime compensation at a one and one-half rate and will not be compensated in the form of pay for hours worked in excess of eighty (80) hours per pay period.
6. **Time-Off and Additional Benefits.** The Administrator shall be entitled to the same vacation leave, sick leave, comp time, holiday pay, time off and such additional benefits as are enjoyed by other full-time non-bargaining unit employees of the Township as governed by and outlined in the Township's Policies and Procedures (as may be amended by the Township) and in accordance with applicable Ohio law.
7. **PERS Benefits.** The Administrator shall be eligible for Public Employees' Retirement System (PERS) as offered uniformly to all full-time non-bargaining unit Township employees and as required by law.

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- 8. Township Policies and Procedures.** The Administrator shall be subject to all policies and procedures of the Township, including those set forth in the Township Policies and Procedures Manual (incorporated herein and as periodically revised by the Township in its sole and absolute discretion). The terms and conditions of this Contract shall prevail over any conflicting Township policies and procedures, however.
- 9. Termination of Employment.**
 - a. For Cause.** The Board may initiate termination of the Administrator's employment for cause. The term "for cause" shall mean that the Administrator has engaged in one or more of the following types of actions: serious misconduct or insubordination; possession, use, or sale of controlled substances, being under the influence of alcohol or a controlled substance on work premises or during work hours; inability to perform the duties of the position; bribery; neglect of duty; abuse of Township property; removing Township property without prior authorization; falsification of employment application or other personnel records; falsifying Township reports or records; conviction of any crime (other than a minor misdemeanor); conduct involving theft, dishonesty or moral turpitude; improper physical or verbal harassment (including sexual harassment); improper treatment toward visitors or other members of the public; any act or omission amounting to misfeasance, malfeasance or nonfeasance; serious violations of Township policy, procedure, rule or regulation; unsatisfactory attendance; abuse or improper use of sick leave; or any other failure of good behavior. Upon termination of the Administrator's employment for cause, the Administrator shall not be entitled to any further wages or benefits hereunder.
 - b. Without Cause.** Either the Board or the Administrator may initiate termination of the Administrator's employment at any time without cause as follows:
 - (i) The Board shall notify the Administrator in writing of his termination a minimum of thirty (30) days prior to the effective date of such termination. If the Township terminates the employment of the Administrator without cause, the Township agrees to pay the Administrator as described in Section 9(d) of this Article.
 - (ii) If the Administrator desires to terminate employment the Administrator shall so notify the Board in writing thirty (30) days prior to the effective date of such termination. The Administrator understands that if he terminates employment, no further salary or benefits shall be paid to him after the effective date of his termination.
 - c. Job Abolishment.** If the Administrator's employment is terminated due to the abolishment of the position, it will be considered termination "without cause" pursuant to the provisions of Section 9(b)(i) of this Article.

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d. **Early Termination.** As an incentive for continued employment and as full damages under this Contract, the Board hereby approves early termination pay to the Administrator. Early termination pay shall be owed to the Administrator in the event the Board terminates his employment without cause, under the provisions of Section 9(b)(i) or 9(c) of this Contract. Early termination pay shall also be owed if the Board acts to rescind or modify Article 9 of this Contract without the written consent of the Administrator. Early termination pay shall consist of: (1) the equivalent of twelve months (26 pay periods) of the salary earned at the time of termination; plus (2) twelve months of continued health insurance at the coverage level in effect at the time of termination. In the Board's sole and absolute discretion, the payment of early termination pay will be made either in a lump sum payable within thirty (30) days of the effective date of termination or payable in bi-weekly instalments on the same date that payroll checks are issued to non-bargaining unit employees. Early termination pay shall be subject to all required tax and deductions. Early termination pay shall not be owed to the Administrator in the event his employment is terminated for just cause or in the event he resigns from his position.

10. Outside Employment. The Administrator shall not engage in outside employment without the prior written approval of the Township. Said outside employment, if approved, shall also not conflict with the performance of the Administrator's duties, reflect negatively on the Township or pose a conflict of interest for the Township.

11. Professional Activities. Administrator shall be encouraged to attend those professional meetings and activities as are approved by the Board, the actual and necessary expenses of said attendance to be paid as approved by the Board. The Administrator may join professional associations as approved by the Board in order to gain knowledge valuable for programs provided and operated by the Board.

12. Expenses. The Board shall reimburse Administrator for all actual and necessary travel and related expenses required in the performance of official duties during employment under this Contract, subject to such limitations as provided by applicable law and by Township policies.

13. Medical Examination. Upon the request of the Board, the Administrator hereby agrees to submit to comprehensive medical examinations by Board approved physicians, including drug screens. Duly qualified physicians' statements certifying the physical and mental competency or incompetency of Administrator shall thereafter be filed with the Board. The cost of said medical examinations above and beyond what is covered by medical insurance shall be borne by the Board.

14. Performance Evaluation. The Board shall review the Administrator's performance at least once annually. The Board shall give the Administrator a written performance evaluation.

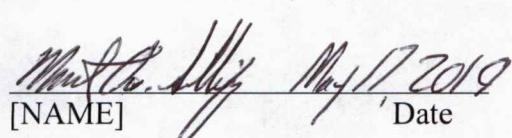
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Additional evaluations may be made if desired by the Board or if requested by the Administrator.

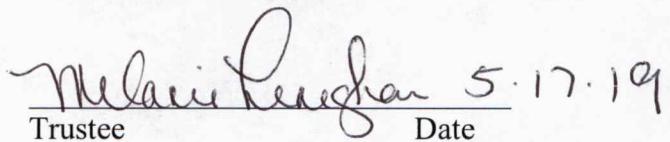
- 15. Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. Entire Agreement.** This Contract shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.
- 17. Severability.** In the event that any one or more of the provisions or sections contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provisions or sections had never been contained herein.
- 18. Acknowledgment and Acceptance of Employment.** Employee, upon execution of this Contract, hereby agrees that he has read the foregoing Contract and fully understands and voluntarily agrees with its terms and accepts employment with the Township under the terms stated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

On behalf of Employee:


[NAME] Matthew Myz May 17 2019
Date

On behalf of Township:


[NAME] Melanie Lengacher 5-17-19
Trustee Date


[NAME] Michael B. Kengsulni 5-17-19
Trustee Date

Trustee

Date