

RESOLUTION NO. 1-96

BE IT RESOLVED by the Township Trustees of Union Township, Butler County, Ohio that:

EMPLOYMENT AGREEMENT

This agreement is made and entered into this 2nd day of January, 1996 between Union Township, Butler County, Ohio, hereinafter called the "Township" or "Employer" and David R. Gully, hereafter called "Employee" or "Administrator", pursuant to the following terms and conditions:

A. WHEREAS, the Township wishes to re-employ the services of DAVID R. GULLY as Township Administrator; and

B. WHEREAS, the Township and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of Employee by the Township; and

C. WHEREAS, the Employee wishes to accept re-employment as Township Administrator of the Township under the terms and conditions recited herein;

NOW THEREFORE, the Township and Employee agree to the following:

1. DUTIES - The Township agrees to re-employ David R. Gully as the Township Administrator pursuant to Section 505.031 O.R.C. of Union Township, Butler County, Ohio, to perform all duties as specified by law and resolution and to perform such other proper duties as assigned by the Township Trustees.

2. COMPENSATION - The compensation of Employee shall continue at the current 1996 rate, payable on a bi-weekly basis as are all other Township employees. The Township Trustees shall review Employee's compensation annually to determine salary increases to be effective the first full pay period of each subsequent year.

3. TERMS OF EMPLOYMENT - Employee shall be retained as Township Administrator of Union Township, Butler County, Ohio for a three year (3) period commencing January 1, 1996.

4. BENEFITS - The Township shall provide Employee with benefits equal to that which is provided for other non-contract Township employees, and as provided for by current township personnel policies.

5. RETIREMENT - The Township shall "pick up", and pay 5% of the Employee's PERS retirement contribution.

6. EXPENSES AND TRANSPORTATION - The Township shall reimburse Employee for expenses incurred in the course of conducting official business and for use of personal vehicle for Township business at the current rate approved by the board. A vehicle will be provided by the Employer to the Administrator for his exclusive official use at no cost to the Employee.

(cont. on page 2)

7. INSURANCE COVERAGE - INDEMNIFICATION:

a. The Township shall include the Administrator as a covered employee under the Officers and Directors / Public Officials Liability Insurance Coverage extended to the elected and appointed officials of the Township.

b. The Township shall indemnify, defend, and hold harmless the Employee against any and all causes of action brought against him by any party arising out of the performance of his duties as proscribed by law or assigned to him by either the Board or by individual trustees.

c. The Township shall provide full major-medical and other health care insurance for Employee and dependents as provided for other non-contract Township employees at no charge to Employee, or the Employee may decline coverage as provided for by current board policy.

d. The Township shall provide the Employee with life insurance at no cost in an amount equal to that which is provided other Township employees in accordance with current board policy.

e. The Employee may, at his discretion elect to receive additional employer-paid amounts of life insurance or other insurances, by the provider of the Employee's choice, in lieu of gross salary.

8. VACATION AND SICK LEAVE

a. Employee will be provided with vacation time as allowed to all other non-contract employees of the Township as provided by current Township personnel policy, and by law.

b. Employee shall be granted sick leave equal to that of all other non-contract Township employees, as provided for by current board policy, and by law.

9. CONFERENCES, ORGANIZATIONS, TRAINING AND EDUCATION

a. The Township shall budget and pay for the cost of registration, travel and subsistence related to the attendance of Employee at a minimum of one (1) professional conference per year held in the continental United States. Additional attendance may be approved by the Township Trustees when deemed necessary and in the interest of the Township.

b. The Township shall reimburse the Employee for all costs and expenses incurred by attending a college or university or other institution for the purpose of furthering Employee's education.

c. The Township shall pay the dues and expenses necessary for the Employee to belong to and participate in the activities of professional, inter-governmental, and civic associations, and to maintain professional certifications related to the performance of his duties.

10. POLITICAL ACTIVITIES - The Employer and the Employee agree that the best interests of the community will be served if the Employee refrains from participation in Butler County or Union Township political activities of any sort, candidate or issue, partisan or non-partisan except to vote as he chooses.

11. BINDING EFFECT - The agreement shall be binding on Union Township and Employee and their successors, assigns and heirs respectively. Should Union Township incorporate, such successor shall continue to employ Employee under the terms and conditions of this Agreement in a comparable position deemed appropriate by the successor employer.

12. TERMINATION OF AGREEMENT -

a. Termination of this Agreement by either party or a successor entity may only occur with six months written notice. Termination initiated by the employer or a successor entity shall require the immediate payment of the equivalent of six months salary and benefits to the employee if such notice cannot, for any reason, be given.

b. During the six month period subsequent to termination without the said six months prior written notice, Employee shall remain available for consulting duties. However, such duties shall not preclude nor are they considered inconsistent with full time employment by the Employee elsewhere in the Tri-State area.

13. RENEWAL, CONTINUING EFFECT - Absent notice of termination being given by the Employer to the Employee as provided for above, this agreement upon date of expiration, shall automatically renew for subsequent one year terms for an indefinite period of time or until such time as replaced by a new agreement.

14. MODIFICATIONS - This agreement may be modified at any time, by mutual consent of the Employee and the Employer.

Adopted the 22nd day of January,
1996

Thomas J. Hayden

Christine Stokes

Tom Charles

Township Trustees

Attest:

Patricia Williams

Township Clerk