



ROSS TOWNSHIP RESOLUTION NUMBER 2017-062

RESOLUTION ENTERING INTO AN EMPLOYMENT AGREEMENT WITH THE TOWNSHIP ADMINISTRATOR FOR SERVICES RENDERED UNDER R.C. 505.032

WHEREAS, Ross Township, Butler County, Ohio, is empowered to employ a Township Administrator under R.C. 505.031 with duties and responsibilities defined under R.C. 505.032; and

WHEREAS, the Ross Township Board of Trustees has employed a Township Administrator under R.C. 505.031 and desire to establish an Employment Agreement with said Administrator for services required under R.C. 505.032; and

WHEREAS, the Township Administrator also desires to enter into said Agreement for services under R.C. 505.032.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

SECTION 1-A:

That the Board hereby enters into an Employment Agreement with Robert W. Bass for employment services rendered under R.C. 505.032, substantially in the form of the agreement attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

SECTION 2:

This resolution shall take effect on December 21, 2017 upon the filing of this resolution with the Ross Township Fiscal Officer.

SECTION 3:

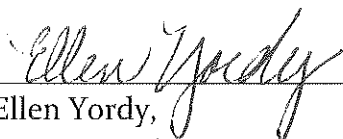
It is hereby determined that all formal actions of the Board of Trustees relating to their adoption of this Resolution were taken in an open meeting of the Board of Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCTION AND VOTE RECORD:

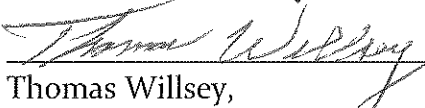
Trustee Yordy introduced the foregoing Resolution and moved its adoption, Trustee Wurzelbacher seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE

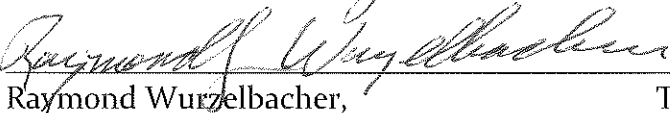
Adopted at the meeting of the Ross Township Board of Trustees this 21st day of December, 2017.



Ellen Yordy, President



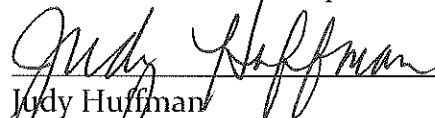
Thomas Willsey, Vice President



Raymond Wurzelbacher, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 21st day of December, 2017.



Judy Huffman
Ross Township Fiscal Officer

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AGREEMENT

THIS AGREEMENT dated December 21, 2017 is entered into between the Board of Trustees of Ross Township, 4055 Hamilton Cleves Road, Fairfield, Butler County, Ohio, hereinafter referred to as the "Board", and Robert W. Bass, 10432 Bugle Way, Crosby Township, Hamilton County, Ohio, hereinafter referred to as "Employee".

WITNESSETH:

WHEREAS, the Board desires to employ the services of said Robert W. Bass as Township Administrator of Ross Township as provided by Sections 505.031 and 505.032 of the Ohio Revised Code; and

WHEREAS, the Employee desires to accept employment as Township Administrator of Ross Township.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The Board hereby agrees to employ the Employee as Township Administrator of Ross Township to perform the functions and duties specified in Sections 505.031 and 505.032 of the Ohio Revised Code and the job description for said position contained in the Ross Township Personnel Policy, and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign. Subject to Section 6, the normal office hours for employee shall be 7:00 A. M. to 3:30 P. M., Monday through Friday, and the normal workweek shall be 40 hours per week. The employee may vary the work hours at his discretion.

Section 2. Term

The term of this agreement shall begin on December 21, 2017 and shall remain in effect until December 31, 2021 unless terminated pursuant to Section 4 of this agreement. This agreement will mutually and automatically be renewed on January 1st of each year after December 31, 2021 unless terminated pursuant to Section 4 of this agreement.

Section 3. Suspension

- A. The Board may suspend the Employee with full pay and benefits at any time during the term of this agreement upon approval of a majority of the Board.
- B. The Board may suspend the Employee without pay or with partial pay, but with full benefits, at any time during the term of this agreement, but only if after a public hearing, a majority of the Board votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Board member(s) bringing such charges.

Section 4. Termination and Severance

- A. In the event Employee is terminated by the Board before the expiration of the term of this agreement or any renewal thereof, without just cause, and during such time that Employee is willing and able to perform his duties under this agreement, then in that event, the Board agrees to the following Severance Package:
1. The Board shall continue to pay Employee's salary for a period of twelve (12) months and will also pay the Employee the cash value of any accrued vacation time and holiday pay; and
 2. to continue full time employee insurance coverage for a period of six (s) months; and
 3. in the event Employer is not able to maintain Employee's full time employee insurance coverage pursuant to the terms of the plan, then Employer shall pay to Employee for a period of twelve (12) months the cost of full time employee insurance premiums at the rate that will continue health benefits for Employee for twelve (12) months as obtained from the Board's full time employee insurance carrier(s); and
 4. in the event Employee is terminated by the Board with less than twelve (12) months before the expiration of the initial term of this agreement or any renewal thereof, without just cause, and during such time that Employee is willing and able to perform his duties under this agreement, said twelve (12) month term is to be reduced downward to an amount of time equal to the amount of time remaining on the contract as outlined in Section 2 Term of this Employment Agreement, provided, however, that the within severance provision shall constitute Employee's sole and exclusive remedy for the breach of this agreement; and
 5. the items noted in Section 4.A herein constitute the Severance Package.
- B. In the event Employee is terminated by the Board before the expiration of the term of this agreement or any renewal thereof with just cause after notice and hearing as provided in Section 3.B., then in that event, the Board shall have no obligation to pay the severance sum set forth in Section 4.A.
- C. In the event the Board, at any time during the term of this agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the Board, or in the event the Board refuses, following written notice, to comply with any other provision benefiting Employee herein, or Employee resigns following a suggestion, whether formal or informal, that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated without just cause" at the date of such reduction, refusal to comply, or suggestion within the meaning and context of the severance pay provision herein contained. For the purposes of this paragraph, the Board's failure to grant Employee a raise equivalent to that given any or all other Township Employees shall not be deemed a "reduction" as provided herein.

- D. In the event Employee voluntarily resigns his position with the Board before the expiration of the above term of this employment or any renewal thereof, then Employee shall give the Board six (6) months notice in advance, unless the parties agree otherwise. In the event Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 4.A hereof.
- E. For the purposes of Sections 3. and 4. hereof, "just cause" shall mean incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, abusive treatment of the public, neglect of duty, failure of good behavior, any breach of employee's duties under of this agreement or any other act of misfeasance, malfeasance or nonfeasance in office as determined by a majority of the Trustees based upon a preponderance of the evidence and all other provisions of the Ross Township Personnel Policy (latest version) after notice and hearing as provided herein.

Section 5. Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of twelve successive weeks beyond any accrued sick leave and vacation time, the Board shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, paragraph A.

Section 6. Salary

The Employee base salary under the terms of this agreement is \$71,027.26 per year. The Board agrees to pay Employee for his services rendered pursuant thereto the annual base salary payable in installments at the same time as other employees of the Board are paid. The Board agrees to review annually the salary of Employee with him during December of 2017 and each December thereafter. The annual review provides no guarantee of a salary increase, regardless of increases given to any other employee of the Board during said review. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time.

Section 7. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, eye, dental and disability insurance, PERS, holidays, vacation, sick leave, longevity, education and training, professional development, etc. as provided in the Ross Township Personnel Policy except as noted below.

On the commencement date of this agreement, the Employee will earn a one-time only allotment of 240 hours of sick leave to be added to his personal sick time bank. Accumulated, unused sick leave will be forfeited without compensation by the employee upon termination of this contract or any renewal thereof.

Also, retroactive to January 1st of the commencement date of this agreement, the Board agrees to award the Employee with four (4) weeks of vacation per year for the duration of

this agreement or any renewal thereof. The Employee will use that allotted vacation time in accordance with the Ross Township Personnel Policy.

Section 8. Indemnification

The Board shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the reasonable performance of Employee's duties as Township Administrator.

Section 9. Amendments

This agreement may be modified or amended at any time by mutual consent of the parties hereto.

Section 10. Severability

If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

IN WITNESS WHEREOF, the parties have executed this agreement on the 21st day of December, 2017.

Ellen Yordy, President

Thomas E Willsey Jr., Vice President

Raymond J. Wurzelbacher, Trustee

Robert W. Bass
Township Administrator