

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 09-03 Passed February 18, 2009 20

RESOLUTION 09-03
APPOINTING TOWNSHIP ADMINISTRATOR
AND
APPROVING CONTRACT

The Union Township Board of Trustees, Clermont County, Ohio met in special session on February 18, 2009, at 6:30p.m., with the following members present:

Mr. McGee

Mr. Beamer

Mr. Donnellon

Mr. McGee made the motion to adopt the following resolution:

WHEREAS, the appointment of a Township Administrator will provide more efficient government and be in the best interest of Union Township and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Union Township, Clermont County, Ohio, as follows:

Section 1: That David Duckworth is hereby appointed Township Administrator, to be the administrative head of Union Township under the direction and supervision of the Board, with duties as prescribed in R.C. 505.032 to hold office at the Board's pleasure beginning March 9, 2009;

Section 2: That the Contract attached hereto as Exhibit A and incorporated herein by reference setting forth the terms and conditions of David Duckworth's employment as Administrator is hereby approved;

Section 3: That this Board upon majority vote does hereby dispense with the requirement that this resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code and hereby authorizes the adoption of this resolution upon its first reading;

Section 4: That this Board hereby finds and determines that all formal actions relative to the passage of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees which resulted in formal action were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code;

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Passed _____, 20____

Section 5: This Resolution shall take effect on February 18, 2009, or on the earliest date allowed by law.

Mr. Donnellon seconded the motion and upon roll call the vote was as follows:

Robert K. McGee
Timothy M. Donnell
Matthew Beatty

ATTEST:

Ronald B. Campbell
Ronald B. Campbell, Fiscal Officer

2/24/09
Date

L. E. Barbieri
Lawrence E. Barbieri
Union Township Law Director

I, Ronald B Campbell, Fiscal Officer of Union Township, hereby certify, as official custodian of the records of Union Township, Clermont County, Ohio that the foregoing is taken and copied from the Record of Proceedings of Union Township and that the same is a true and accurate copy of the original on file in the township hall at 4350 Aicholtz Rd. , Cincinnati, Ohio.

Ronald B. Campbell, Fiscal Officer

Date

**EMPLOYMENT CONTRACT BETWEEN
DAVID DUCKWORTH
&
THE UNION TOWNSHIP BOARD OF TRUSTEES**

March 9, 2009

EXHIBIT A

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ARTICLE I

CONTRACT

The intent of this contract is to insure an efficient and uninterrupted level of service to Union Township as well as provide security, commitment and severance to the position of Township Administrator (Administrator). This document or action by the Board of Trustees (Board) does not confer any additional right or interest that is not permitted by the Ohio Revised Code. Moreover, this Board and subsequent Boards shall retain the right to terminate the employment of the Administrator, without cause and without a hearing at any time. This contract is entered into by and between the Board of Trustees of Union Township (Board) and David Duckworth (Administrator) this 9th day of March, 2009.

ARTICLE II

DUTIES

The Administrator shall, under the direction of the Board of Trustees:

- (1) Assist in the administration, enforcement and execution of the policies and resolutions of the Board;
- (2) Supervise and direct the activities and the affairs of the division of township government under the control or jurisdiction of the Board;
- (3) Attend all meetings of the Board at which the Administrators' attendance is required;
- (4) Recommend measures for adoption to the Board;
- (5) Prepare and submit to the Board such reports as are required by the Board, and as the Administrator considers advisable;
- (6) The Board may assign to such administrator, with due consideration to proper compensation, any office, position or duties under its control; such office, position and duties shall be performed under the direction and supervision of the Board and to be in addition to those set forth in this section.

ARTICLE III

TERMS AND CONDITIONS

- (1) The Administrator shall receive an annual salary of at least \$120,000 through March 9, 2011.
- (2) The Administrator shall be provided a reimbursable amount of \$4,560 per year (\$380 per month) for the use of a vehicle as established by the Board to be paid in equal amounts over each pay period.
- (3) The Administrator may be reimbursed, at the direction of the Board for the purchase of equipment and services used in the performance of his duties.
- (4) Upon commencing employment, the Administrator shall be credited with 360 hours of sick time and the number of vacation days permitted of an employee with 22 years of service. In consideration for being credited with 360 hours of sick time by Union Township, Administrator agrees that no sick time from prior employers will be transferred to Union Township.
- (5) The Administrator shall receive all benefits consistent with other full-time exempt employees as recorded in the Township Policy and Procedure Manual.
- (6) If the Board reduces any Provision of this Article (III Terms and Conditions), the Administrator may exercise all guarantees of Article IV, Termination and Severance.

ARTICLE IV

TERMINATION AND SEVERANCE

- (1) If the Administrator is removed from office with or without cause, the Administrator shall be entitled to the greater of the following as severance:
 - (a) Twenty-Five Percent (25%) of the remaining portion of the 2 year contract period; or
 - (b) All earned but unused sick leave and vacation (including the 360 hours set forth in Article III); or
 - (c) Three months salary.

ARTICLE V

MISCELLANEOUS

- (1) If any provision of this contract is held to be invalid, unenforceable or void, this shall not effect the validity or enforceability of the remainder of the Contract.
- (2) This Contract supersedes and replaces all previous contracts or agreements.

ARTICLE VI

MODIFICATIONS

It is assumed that the composition of the Board may change during the duration of this agreement for future modifications to this contract. Therefore, the Board and the Administrator may mutually elect to modify the terms and conditions of this agreement at any time.

ARTICLE VII

DURATION

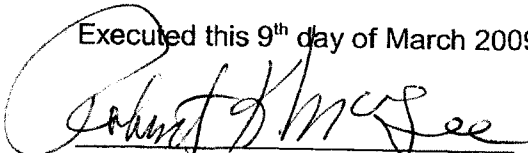
The Board or the Administrator may terminate this contract at any time consistent with the terms and conditions (Article IV) of this contract.

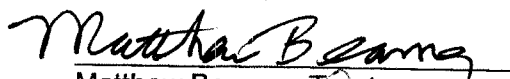
ARTICLE VIII

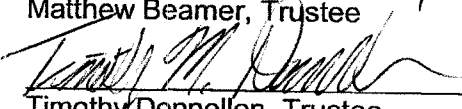
BINDING EFFECT

This contract shall be binding on Board and the Administrator and the successors, assigns and heirs respectively.

Executed this 9th day of March 2009.


Robert McGee, Trustee

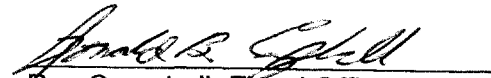

Matthew Beamer, Trustee


Timothy Donnellon, Trustee


David Duckworth, Administrator

Approved as to form:

Lawrence Barbieri
Law Director


Ron Campbell, Fiscal Officer