

**FAIRFIELD TOWNSHIP**  
**RESOLUTION NO. 17-72**

**RESOLUTION APPROVING EMPLOYMENT AGREEMENT OF TOWNSHIP  
ADMINISTRATOR JULIE VONDERHAAR**

**WHEREAS**, Ohio Revised Code Section 505.031 authorizes boards of township trustees to appoint a township administrator who shall be the administrative head of the township under the direction and supervision of the board; and

**WHEREAS**, Ohio Revised Code Section 505.032 sets out the powers and duties of the township administrator, to be performed under the direction of the board of trustees; and

**WHEREAS**, Julie Vonderhaar has served as Township Administrator pursuant to an Agreement which has now expired.

**WHEREAS**, the Board of Trustees desires to enter into a new Employment Agreement appointing Julie Vonderhaar Township Administrator, and Julie Vonderhaar desires to agree to such Employment Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Trustees of Fairfield Township, Butler County, Ohio, as follows:

**SECTION 1:** The Board of Trustees hereby approves the Employment Agreement of Julie Vonderhaar to serve as Township Administrator which is attached hereto, incorporated herein and designated Exhibit A.

**SECTION 2:** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

**SECTION 3:** That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

**SECTION 4:** That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

**SECTION 5:** This resolution shall take effect at the earliest date allowed by law.

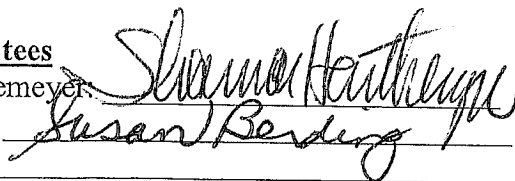
Effective: July 6, 2017

**Board of Trustees**

Shannon Hartkemeyer

Susan Berding

Joe McAbee



**Vote of Trustees**

yes  
yes  
No

**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer, this 17 day of July, 2017.

**ATTEST:**

Nancy A. Bock  
Nancy Bock, Fairfield Township Fiscal Officer

**APPROVED AS TO FORM:**

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

**EMPLOYMENT AGREEMENT BETWEEN  
JULIE VONDERHAAR  
&  
THE FAIRFIELD TOWNSHIP BOARD OF  
TRUSTEES**

## ARTICLE 1

### EMPLOYMENT AGREEMENT

The intent of this Agreement is to ensure an efficient and uninterrupted level of service to Fairfield Township as well as provide security, commitment and severance to the position of Township Administrator (Administrator). This Agreement 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, with or without cause and without a hearing at any time. This Agreement is entered into by and between the Board of Trustees of Fairfield Township (Board) and Julie Vonderhaar (Administrator) this 6<sup>th</sup> day of July 2017. The term of this Agreement will be one year.

## 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 divisions 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;
- (4) Prepare and submit to the Board such reports as are required by the Board, and as the Administrator considers advisable;
- (5) Perform all duties as set forth in Ohio Rev. Code § 505.032; \_\_\_\_\_
- (6) The Board may assign to the 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 CONDITION**

- (1) The Administrator shall receive an annual salary of at least \$80,000 through July 1, 2018. On or near, July 1, 2018, and subsequent years beyond July 1, 2018, the Administrator may receive a salary increase or bonus to be determined by the Board of Trustees.
- (2) The Administrator may be reimbursed, at the direction of the Board of Trustees, for the purchase of equipment and services used in the performance of her duties.
- (3) The Administrator shall receive all benefits consistent with other full-time exempt employees as set forth in the Township Policy and Procedure Manual. In addition, the Administrator will receive a monthly car allowance of \$250.00.
- (4) If the Board of Trustees reduces any Provision of this Article (III Terms and Conditions), the Administrator may exercise all rights set forth in Article IV (1), Termination and Severance.

### ARTICLE IV

#### **TERMINATION AND SEVERANCE**

- (1) If the Administrator is removed from office without cause and without a hearing during the term of this Agreement, the Board as severance shall: compensate the Administrator a sum based upon 2 months of pay as Township Administrator; payment of all accrued but unused sick hours; payment of all accrued but unused vacation hours; all based upon the final annual salary or the highest annual salary, whichever is greater.

- (2) The Administrator shall be required to give the Board at least 30 calendar days' notice of her intent to voluntarily terminate her employment. Upon voluntary separation from employment, or termination with cause from Fairfield Township the Administrator shall be paid all unused but accrued vacation, personal and holiday pay.

## ARTICLE V

### MISCELLANEOUS

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

## ARTICLE VII

### MODIFICATIONS

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

## ARTICLE VII

### DURATION

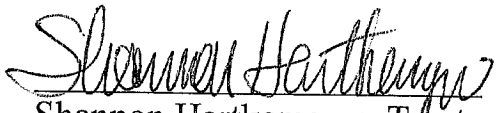
This Agreement is for a term of 1 year. However, the Board or the Administrator may terminate this Agreement at any time consistent with the Termination and Severance (Article IV) provisions of this Agreement.

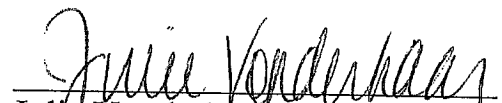
ARTICLE VIII

**BINDING EFFECT**

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


Executed this 6<sup>th</sup> day of July, 2017.

  
Shannon Hartkemeyer, Trustee

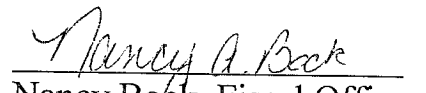
  
Julie Vonderhaar, Administrator

  
Susan Berding, Trustee

Approved as to form:

  
Lawrence Barbieri  
Law Director

\_\_\_\_\_  
Joseph McAbee, Trustee

  
Nancy Bock, Fiscal Officer