

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 21-117**

**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; and

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 by reference 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: 7/28/21

Board of Trustees

Susan Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

Susan BerdingShannon HartkemeyerJoe McAbee**Vote of Trustees**YesYesNO**AUTHENTICATION**

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer, this 28th day of July, 2021.

ATTEST:Shelly Schultz

Shelly Schultz, 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**

July 1, 2021 – June 30, 2022

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 1st day of July, 2021. 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 \$94,325 beginning July 1, 2021 through June 30, 2022. On or near, June 30, 2022, and subsequent years beyond June 30, 2022, 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 except that she will receive 10 additional days of paid vacation. These additional days may be converted to cash at the conclusion of the term of this contract. 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

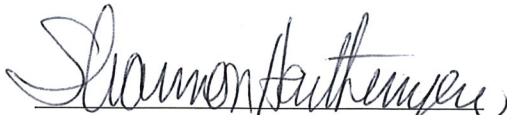
DURATION

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.

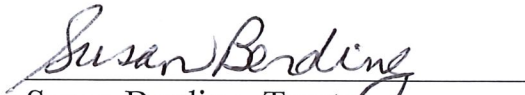
ARTICLE VIII
BINDING EFFECT

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

Executed this ____ day of July, 2021.


Shannon Hartkemeyer, Trustee

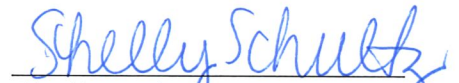

Julie Vonderhaar, Administrator


Susan Berding, Trustee

Approved as to form:


Lawrence Barbieri
Law Director


Joseph McAbee, Trustee


Shelly Schultz, Fiscal Officer