

## **TOWNSHIP SUPERINTENDENT EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is effective on this \_\_\_\_ day of \_\_\_\_\_, 2022, between GEORGETOWN CHARTER TOWNSHIP (“Township”), a Michigan charter township, with its offices located at 1515 Baldwin Street, Jenison, Michigan 49429-0769, and Robert Blitchok (“Employee”).

1. **Employment.** Effective on the date of this Agreement, the Township hereby employs the Employee as its Township Superintendent, and the Employee hereby accepts this employment on the terms and conditions set forth in this Agreement. The Employee shall generally serve at the pleasure of the Township Board.

2. **Term.** The term of this Agreement shall be for three (3) years. Notwithstanding the preceding, this Agreement may be terminated at any time as specified in Section 9 hereof.

3. **Title.** Pursuant to this Agreement, the Employee is being hired as a Township Superintendent as specified in MCLA 42.10, as amended. Nevertheless, to avoid confusion, both within the Georgetown Charter Township offices and among members of the general public, the Employee will be given the title of “Georgetown Charter Township Manager” (or “Township Manager” for short) and such title shall be utilized for all Township business and matters. Nevertheless, for purposes of statutory duties, authority, duties, and similar matters, the Employee shall be deemed to be a Township Superintendent pursuant to MCLA 42.10.

4. **Duties.** The Employee shall faithfully serve the Township as Township Superintendent and shall devote his full time and exclusive attention and energy to performing those duties as permitted and required by state law and the Township’s Charter. The Employee shall also perform such other duties as may be assigned to him from time-to-time by the Georgetown Charter Township Board of Trustees (“Township Board”) or other commissions or administrative bodies or boards as may be established from time-to-time by the Township. Such duties shall include, but not be limited to, those specified in MCLA 42.10, as amended, including the following:

- (a) To ensure that all laws and Township ordinances are enforced;
- (b) To manage and supervise all public improvements, works, and undertakings of the Township;
- (c) To have charge of the construction, repair, maintenance, lighting and cleaning of streets, sidewalks, bridges, pavements, sewers, and of all the public buildings or other property belonging to the Township;
- (d) To manage and supervise the operation of all Township utilities;
- (e) To be responsible for the preservation of property, tools, and appliances of the Township;

- (f) To see that all terms and conditions imposed in favor of the Township or its inhabitants in any public utility franchise, or in any contract, are faithfully kept and performed;
- (g) To attend all meetings of the Township Board, with the right to take part in discussions, but without the right to vote;
- (h) To be a member, *ex officio*, of all committees of the Township Board;
- (i) To prepare and administer the annual budget under policies formulated by the Township Board and keep the Township Board fully advised at all times as to the financial condition and needs of the Township;
- (j) To recommend to the Township Board for adoption of such measures as he may deem necessary or expedient;
- (k) To be responsible to the Township Board for the efficient administration of all departments of the Township government;
- (l) To act as the purchasing agent for the Township or, under his responsibility, delegate such duties to some other Township officer or employee;
- (m) To conduct all sales of personal property which the Township Board may authorize to be sold;
- (n) To assume all the duties and responsibilities as personnel director of all Township employees or delegate such duties to some other Township officer or employee; and
- (o) To perform such other duties as may be prescribed or required of him by ordinance or by direction of the Township Board, or which are not assigned to some other official.

These duties shall be performed in the most efficient and effective manner possible and shall be performed by the Employee in compliance with all Township ordinances, policies, and regulations, as well as applicable laws, rules, regulations, orders, and directives of the state of Michigan, or other appropriate government entity. In the event of any conflict (as to substance or time) between a duty assigned to him/her by the Township Board and a duty assigned to him by any other board or commission, the duty assigned to him/her by the Township Board shall take precedence.

5. **Salary.** The Township shall pay The Employee an Annual Base Salary of One Hundred Fifty Thousand Dollars (\$150,000), less applicable withholdings. This salary shall be paid in equal installments on paydays as established by the Township. The amount of the Employee's salary will be reviewed annually in connection with an annual performance

evaluation, and, if the performance evaluation is positive, said salary may be increased by the Township Board if Township finances reasonably permit an increase.

6. **Benefits.** In addition to the Employee's Annual Base Salary, he shall, during the term of his employment with the Township, be entitled to participate in all fringe benefits on a fair and equitable basis which the Township provides to Township department heads and other Township employees except as enhanced or modified as more specifically identified on attached Exhibit A.

7. **Expenses.** All equipment, supplies and facilities for providing services under this Agreement shall be provided by the Township at its expense. During the period of his employment by the Township, the Employee shall be reimbursed for necessary and reasonable expenses incurred in serving the Township in accordance with the general policies and procedures of the Township as adopted from time-to-time. In order to be reimbursed for these expenses, the Employee must promptly present to the Township an itemized written account of such expenditures, together with proper documentation as required by the Township. The Employee agrees that any expenses disallowed as an appropriate deduction by a taxing authority will be treated as income to the Employee.

8. **Georgetown Charter Township Personnel Policies Manual.** Except as otherwise modified by this Agreement, or Exhibit A, the Employee shall receive the benefits of, be subject to, and comply with the terms and conditions of the Georgetown Charter Township Personnel Policies Manual ("Personnel Manual"), as amended from time-to-time.

9. **Termination of Employment Agreement.**

(a) **Termination Due to Death or Disability.** In the event that this employment relationship terminates due to the Employee's death or disability (as described below), no termination benefits shall be payable to or in respect of the Employee except as provided in this Agreement, Exhibit A, or the Personnel Manual. For purposes of this Agreement, the Employee's "disability" shall mean any physical or mental disability that prevents him from performing his duties for at least six (6) months during any twelve (12) month period. Determination of the Employee's disability shall be made by an independent physician who is reasonably acceptable to the Township and the Employee (or his representative), and that determination shall be final and binding. This determination shall be based on competent medical evidence. The Employee shall submit to one or more examinations, reasonably requested by the Township, this independent physician, or by any medical experts employed by the Township to advise this independent physician.

(b) **Termination by the Employee.** Unless otherwise agreed upon by the parties in writing, the Employee may terminate his employment with the Township pursuant to this Agreement by providing the Township Board with at least thirty (30) days' prior written notice of his plans to resign or at least six (6) months' prior written notice of his plans to retire (*i.e.*, not engage in further full-time employment). If the Employee fails to provide the Township with this required advance notice, the Township will have no obligation to pay the Employee for any

accrued and unused sick leave or paid time off (PTO). The forfeiture of this PTO or sick leave shall not apply when the failure to give notice is due to his death or disability.

(c) Termination by the Township Without Cause. The Township may terminate the Employee's employment without cause at any time by providing the Employee with six (6) months' severance pay in the full amount of his then bi-weekly salary and benefits ("Severance Pay"). The Township's duty to pay such severance pay and provide such benefits shall continue for a period of six (6) months from his removal ("Severance Period").

Payment by the Township of such Severance Pay shall constitute liquidated damages for any claims which the Employee has or may have against the Township (and any of the Township's employees, officials, agents, or contractors; hereinafter "Township Personnel") related to such discharge and shall constitute a full and complete release of the Township and Township Personnel from and as to any liability therefor. In that regard, the Employee shall be required to sign the Release (attached as Exhibit B) within twenty-one (21) days after his discharge in order to be eligible to receive this Severance Pay and benefits. In additional consideration for such Severance Pay, the Employee shall be available to the Township during the Severance Period at reasonable times and places for consultation on Township business matters on which the Employee has knowledge that was acquired during the term of this Agreement.

During this Severance Period, the Employee shall be entitled to receive his Annual Base Salary and the Township shall pay COBRA payments on his behalf. This Severance Pay will be paid to him in appropriate amounts on his regularly scheduled paydays and will be in the amount of his Annual Base Salary at the time notice of termination was given to him by the Township, less appropriate withholdings. The Employee agrees that during the Severance Period, he will not apply for or receive any unemployment compensation benefits from the State of Michigan as a result of his termination of employment with the Township. Should he apply for and receive these unemployment compensation benefits, any Severance Pay shall be offset by the amount of those benefits.

(d) Termination by the Township for Cause. The Township may terminate the Employee's employment for "Cause" at any time by written notice to the Employee. For purposes of this Agreement, Cause shall include, but not be limited to, the Employee doing or being involved with any of the following: (i) conviction of a crime other than a minor traffic violation, (ii) theft, embezzlement or the misappropriation or misuse of Township property, information, or funds, (iii) violation of applicable laws, ordinances, rules or regulations governing his conduct in office or the performance of his duties, (iv) knowingly making statements or taking action that results in increased liability or risk to the Township, (v) regularly failing to report to work or perform his duties as Township Superintendent, (vi) breach or violation of this Agreement, (vii) engaging in misfeasance, malfeasance, or nonfeasance in the office, (viii) disobedience of the directives of the Township Board, (ix) intentional violation of any material provision of the Personnel Manual, (x) material fraud or dishonesty, (xi) incompetence or neglect of duty, (xii) insubordination, (xiii) reporting to work or working in an intoxicated condition, (xiv) illegal activity on Township premises during work or non-work hours, or (xv) action constituting gross negligence or recklessness. The determination of whether appropriate Cause for termination exists

shall be in the sole discretion of a majority vote of the members of the Township Board then in office. If the Township terminates the Employee's employment for Cause, the Employee's Annual Base Salary and other benefits under this Agreement and the Personnel Manual shall cease immediately and the Township shall not be responsible for any further benefits or compensation of any kind to the Employee.

10. **Liability.** The Township shall hold the Employee harmless from, indemnify him for and defend him against any threatened, pending or completed claim, demand, suit, settlement, judgment, award or civil, criminal, administrative or investigative proceeding or action which results from the Employee's performance of his duties for the Township under this Agreement. However, the Township shall have no such obligation if the Employee did not act in good faith or knowingly violated applicable laws, rules, regulations, guidelines, orders, directives, or policies. With respect to any criminal proceeding, the Township shall have no obligation under this provision unless the Employee had no reasonable cause to believe that his conduct was unlawful.

11. **Qualifications.** It is understood and agreed that the Township's employment of the Employee is, at least in part, due to the experience, education, and other qualifications which the Employee represented and indicated to the Township that he possessed. The parties agree that any inaccuracy in such information would constitute cause for termination of his employment. In addition, should there be any requirement of the state or federal government that he must obtain or retain a license, certification, registration, or certain educational qualification to serve in the office of Township Superintendent of the Township, the Employee shall obtain and retain the same at the Township's expense. All other nonrequired training or educational opportunities in which the Employee wishes to participate shall be brought to the Township Board for approval and to determine if the Township will incur any expense due to such an approval.

12. **Performance Evaluation.** The Township Board shall evaluate and review the performance of the Employee approximately every twelve (12) months after the Employee's date of hire by the Township. The Township Board shall provide the Employee with a written statement of the findings of the evaluation and provide an opportunity for the Employee to discuss the evaluation with the Township Board.

(a) As part of the performance evaluation process, or at any other time as determined by the Township Board, the Employee, or the Personnel Committee of the Township Board (or equivalent), the Township and the Employee may bring any perceived problems, inadequacies, or system challenges to the attention of the other, and will exercise a good faith effort to resolve such perceived problems, inadequacies, or system challenges in an amicable fashion.

(b) The review and evaluation of the Superintendent's performance will focus on the Employee's efforts toward effectuating the strategic planning goals set by the Township Board. The Township Board (in conjunction with the Employee's input) may add, delete, or modify any strategic planning goal at any time.





THE EMPLOYEE

By \_\_\_\_\_  
Robert Blitchok Date

## **EXHIBIT A**

### **Benefits**

The Employee shall be entitled to receive and participate in all fringe benefits as outlined in the Georgetown Charter Township Personnel Policies Manual for a Township employee with the following exceptions and enhancements:

1. The Employee shall receive the same health, life, disability, longevity, and dental insurance and benefits as any other comparable Township employee.
2. The Employee will have the same holidays, sick days, and funeral days, as any other comparable Township employee.
3. The Employee shall receive twenty (26) days of Paid Time Off per calendar year with an accrual to begin with their first pay period.
4. The maximum number of Paid Time Off hours that are allowed to be carried over to the next calendar year is equal to the amount earned in one calendar year.
5. The Employee shall participate in the Township's deferred compensation plan, the same as any other comparable Township employee, in which the Employer currently contributes 11.5%. The Employee may also participate in the Section 457 Plan as per any Township employee.
6. The waiting period for the eligibility and accumulation of sick leave is waived.
7. The Employee will not be provided with a Township-owned vehicle but will be reimbursed for the business use of his/her personal vehicle for Township matters at a flat rate of Three Hundred Fifty Dollars (\$350.00) per month (which includes gasoline, insurance, mileage, wear and tear, etc.).
8. Membership in relevant organizations, relevant professional journals and subscriptions, and similar matters which would normally be provided, subject to approval by the Georgetown Charter Township Board and budget constraints.
9. The Township will provide the Employee with items and tools reasonably necessary to carry out his Township Superintendent job functions, including, but not necessarily limited to, a cell phone reimbursement, computer, and computer access, etc. Furthermore, the Township will reimburse the Employee for the reasonable costs and expenses of relevant conferences, seminars, and similar matters. All such matters are subject to Township Board approval.

## **EXHIBIT B**

### **Release**

This RELEASE is made by Robert Blitchok (the "Employee") as to GEORGETOWN CHARTER TOWNSHIP, a Michigan charter township (the "Township"), pursuant to the requirements set out in Section 9 of the Employment Agreement between the parties effective \_\_\_\_\_, 20\_\_ ("Employment Agreement").

1. **Release.** The Employee, for himself, his heirs, successors, and assigns, unconditionally and forever releases and discharges the Township, along with its elected and appointed officers, officials, employees, contractors, agents, and assigns (collectively referred to as the "Releasees"), from all suits, causes of action, claims, or demands of any nature that he ever had or now has against the Releasees. In particular, this release includes any rights or claims relating in any way to the Employment Agreement, the employment relationship between the Employee and the Township or the termination of that relationship, including, without limitation by reason of specification, claims under the *Civil Rights Act of 1964*, *Civil Rights Act of 1991*, *Age Discrimination in Employment Act*, *Michigan Elliott-Larsen Civil Rights Act*, or any other federal, state or local laws prohibiting all forms of discrimination, or any claims arising out of or related to any legal restrictions on the Township's right to discharge its employees. This Release shall be to the greatest extent (and for the benefit of the Township and the Releasees) as allowed by law. This Release shall not affect the Employee's rights to Severance Pay under the Employment Agreement.

2. **Covenant Not to Sue.** The Employee agrees and covenants that he has not and will not institute any legal, administrative, or other action, cause of action, suit or claim of any kind against the Township or the Releasees, other than to enforce his right to Severance Pay under the Employment Agreement, with any state, federal, or local court, agency, or other tribunal. However, this provision will not prevent the Employee from filing a charge with the Equal Employment Opportunity Commission ("EEOC") or similar state agency, or from participating in any investigation conducted by the EEOC or similar state agency; provided, however, that any claims by the Employee for personal relief in connection with such a charge or investigation (such as reinstatement or monetary damages) would be barred by the release in paragraph 1 of this Release. The Employee agrees, as a matter of contract, that in the event he challenges the validity of any of the terms of the Employment Agreement or this Release in any court or agency, he will forfeit and repay to the Township the Severance Pay set forth in the Employment Agreement. Additionally, if he is unsuccessful in his challenge, he will be fully responsible to the Township for any expenses or damages incurred by the Township, including reasonable attorneys' fees and costs, as a result of the challenge.

3. **Non-disparagement.** The Employee will not initiate or join in any negative or critical comments about the Township, its services, employees, elected and appointed officials, officers, contractors, agents, or assigns.

4. Voluntariness of Agreement. The Employee has read all of the terms of this Release, including the fact that his employment relationship with the Township has permanently and irrevocably ended and that this Release releases forever the Township and the Releasees from any legal action arising from that employment relationship and the termination of that relationship by the Township or otherwise. The Employee signs this Release of his own free will and in exchange for the Severance Pay as outlined in the Employment Agreement. The Employee declares that he is competent to execute this Release and that prior to signing this Release he has been advised to consult with his attorney about this matter.

5. Revocation Period. Pursuant to the terms of the *Older Workers Benefit Protection Act of 1990*, the Employee understands that he has twenty-one (21) days in which to consider this Release. Even after signing this Release, the Employee has seven (7) days to revoke this Release. This Release will not become effective or enforceable until that seven (7) day time period is over.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Robert Blitchok

\* \* \*

GEORGETOWN CHARTER TOWNSHIP

Dated: \_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
James Wierenga  
Its Supervisor

Dated: \_\_\_\_\_, 20\_\_

And by \_\_\_\_\_  
Ryan Kidd  
Its Clerk

A copy of this executed document was received  
by the Employee on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_