

December 30, 2014
Canfield, Ohio

The Board of Park Commissioners of Mill Creek MetroParks met in Special Session on Tuesday, December 30, 2014, at 6:00 p.m. with members Bob Durick, Jay Macejko, Valencia Marrow, John Ragan, and Lou Schiavoni present.

Mr. Schiavoni spoke regarding the Executive Director's Employment Contract. Mr. Macejko motioned that the President of the Board be authorized to enter into the following contract for employment with Aaron Young, upon the terms written in the contract. He noted that the Director would be evaluated on a regular basis and performance would be carefully scrutinized.

EMPLOYMENT AGREEMENT EXECUTIVE DIRECTOR

THIS AGREEMENT is made and entered into by and between **Mill Creek MetroParks** ("MetroParks") and **Aaron C. Young** ("Executive Director").

RECITALS

A. MetroParks is a political subdivision of the State of Ohio pursuant to Chapter 1545 of the Ohio Revised Code, with its principal place of business located Canfield, Ohio.

B. MetroParks Board of Park Commissioners ("Board") is responsible for employing the staff of MetroParks and in particular the Executive Director to serve as a Chief Executive Officer.

C. Prior to serving in his current capacity for MetroParks, Executive Director has been employed by the Geauga Park District since 2005, most recently as Director of Planning & Operations.

D. The Board and the Executive Director desire to enter into a five (5) year Employment Agreement beginning January 1, 2015 and concluding December 31, 2019, according to the terms and conditions of employment set forth herein after in this Agreement.

NOW, THEREFORE, in consideration of the premises and the terms and conditions set forth hereinafter, the parties agree as follows:

AGREEMENT

1. Services To Be Performed by Executive Director.

- a. Executive Director shall serve as Chief Executive Officer of MetroParks, during the term of this Agreement. Executive Director shall report to the Board.
- b. Subject to the supervision and direction of the Board, the duties of Executive Director shall include, but are not limited to:

Administer and manage all MetroPark activities consistent with Ohio Revised Code Chapter 1545 and MetroPark by-laws rules, and regulations, including without being limited to, implementing programs, planning for future operation, funding and development; developing an annual budget; overseeing all expenditures; hiring and discharging personnel; working closely with the Board of Park Commissioners to develop short and long term plans for the MetroParks; and, performing such other duties as the Board of Park Commissioners may assign from time to time.

2. Term. The initial term of this Agreement shall be for a period of five (5) years commencing on January 1, 2015 and terminating on December 31, 2019 ("Initial Term"). At the end of the Initial Term, this Agreement shall continue in effect for year-to-year (January 1 through December 31) unless Executive Director resigns earlier or unless the Board provides a written non-renewal notice to the Executive Director on or before October 1 of the year in which the Initial Term or Renewal Term expires.

3. Compensation. For the services to be performed under this Agreement, MetroParks shall pay Executive Director in equal bi-weekly installments the annual rate of salary of \$92,500.00, unless adjusted by the Board during the Initial Term or Renewal Term of this Agreement.

4. Benefits.

a. Public Employees Retirement System (P.E.R.S.) of Ohio. The Board shall pay the employer's contribution as required by law.

b. Vacation Leave and Sick Leave. Executive Director shall be entitled to accrue and use paid vacation leave of five (5) weeks per year and paid sick leave pursuant to MetroParks Employment Policies applicable to all non-bargaining unit employees of MetroParks, except as may otherwise be stated herein.

During each year of employment under this Agreement, Executive Director shall use all of the vacation leave allotted to each year, or lose it; no unused vacation leave may be carried over to a subsequent year without the prior written consent of the Board. (As used throughout this Agreement, "year" shall mean a contract year of January 1 through December 31.)

c. Transportation. Executive Director shall be entitled to use a fully serviced MetroParks owned or leased vehicle for MetroParks business purposes, not personal use.

d. Life Insurance. Executive Director shall be entitled to term life insurance in the amount of the Executive Director's annual salary rate through MetroParks group coverage plan. The amount of insurance shall be adjusted from time to time to reflect the above-referenced salary rate.

e. Health Insurance. MetroParks shall provide Executive Director with health insurance consistent with that offered to all employees of the MetroParks through its group coverage plan, subject to the conditions of such coverage determined by MetroParks, to be effective on January 1, 2015.

f. Professional Memberships and Licensing. MetroParks shall provide Executive Director with memberships in professional organizations and licensing directly related to the performance of Executive Director's duties pursuant to this

Agreement. MetroParks shall also provide for necessary continuing education in association with memberships in professional organizations and licensing.

g. Technology Device Allowance. To facilitate communications between the Executive Director, his Staff, and the Board, to ensure a prompt administrative response to emergencies, and to utilize the time of the Executive Director while he is traveling or otherwise outside the office, the Board shall provide the Executive Director with an allowance of One Hundred Dollars (\$100.00) per month for any and all technology devices such as a cell phone to be used for data, text, internet and phone transmissions, during the term of this Contract.

h. Other. MetroParks will provide Executive Director with all other applicable benefits that are specified in the MetroParks Employment Policies applicable to all non-bargaining unit employees.

i. All employment records, evaluations, and other official files or notes relating to the employment of Executive Director with the MetroParks and/or his performance, will be placed in his personnel file and available to him with reasonable advance notice. No separate or secret personnel files will be kept.

5. Termination.

a. Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, MetroParks shall have the right to terminate the employment of Executive Director upon the occurrence of any of the following events (which shall constitute "Cause" for termination):

(i) Executive Director shall commit a material breach of any of the provisions of this Agreement, which breach continues for a period of ten (10) days following detailed written notice thereof from the Board (except in the event of a breach which is not capable of cure, which shall require no notice to Executive Director prior to termination).

(ii) Executive Director's refusal or failure to perform Executive Director's duties with MetroParks, which failure has continued for at least ten (10) days following receipt by Executive Director of detailed written notice specifying the reasons for the determination by the Board of Executive Director's failure to substantially perform such duties.

(iii) Executive Director shall engage in misconduct that is materially injurious to MetroParks, monetarily or otherwise.

(iv) Executive Director shall be convicted of a felony or any misdemeanor involving dishonesty, fraud or moral turpitude, or the entry of a guilty or nolo contendere plea with respect thereto.

(v) Executive Director shall violate or willfully refuse to obey the lawful and reasonable instructions of the Board, provided that such instructions are not in violation of this Agreement and are consistent with the best interests of MetroParks as determined in good faith by the Board.

b. Death or Disability. This Agreement shall be automatically terminated (i) at the death of the Executive Director, and/or (ii) upon the determination by MetroParks, in the exercise of MetroPark's sole discretion, that Executive Director is disabled by reason of a medically determinable physical or mental impairment. The term "disability" shall mean the inability of Executive Director, with or without reasonable accommodation, to continue to perform Executive Director's duties under this Agreement on an active basis as a result of a medically determinable mental or physical impairment which condition continues for a period of sixty (60) consecutive days or for shorter periods aggregating ninety (90) days in any one hundred-eighty (180) day period. If a dispute should arise between the parties as to the disability of Executive Director, such dispute shall be submitted to binding arbitration before a medical practitioner mutually acceptable to the Executive Director or his personal representative, and MetroParks. In the event that the parties are unable to agree upon such an arbitrator within ten (10) days after any such dispute might arise, then the matter shall be submitted to binding arbitration before a panel of three (3) medical practitioners, one to be selected by the Executive Director or his personal representative; the second to be selected by MetroParks; and the third to be appointed by the two medical practitioners selected by the Executive Director and MetroParks. The arbitration proceeding shall take place within a period of thirty (30) days after the date that any such dispute arises, and the decision of the arbitrators shall be final and binding upon the parties. Upon the death or disability of the Executive Director, the Executive Director's named beneficiary or beneficiaries shall be entitled to receive any and all accrued compensation in accordance with MetroParks policy as well as any other benefits afforded to other Executive Directors of MetroParks upon death or disability.

c. Resignation of Executive Director. Should Executive Director resign, he shall waive any further obligation for payment by MetroParks except for those amounts then due and owing to Executive Director for services provided. Executive Director shall provide a minimum of ninety (90) days notice of his resignation, unless the Board waives in writing the minimum number of days to permit a shorter period of notice of resignation.

d. Termination Without Cause. If the Board determines to terminate this Agreement effective on a date prior to the expiration date of the Initial Term or any Renewal Term, without cause, the Executive Director shall be paid Severance Payment(s) for the Severance Period until the Termination Date selected by the Board which shall be the lesser of (i) six (6) months of his then salary rate if in first year of Initial Term, three (3) months of his then salary rate if in second year of Initial Term, or one (1) month of his then salary rate if in third, fourth or fifth

fifth year of Initial Term or in any Renewal Term, or (ii) the remaining balance of his annual salary if it is less than the period herein until the expiration date of his then current term (Initial or Renewal) of this Agreement. Executive Director shall accept such amount as payment in full of all claims against MetroParks. MetroParks shall pay Severance Payment(s) to Executive Director, subject to applicable withholdings, by paying Executive Director's Salary Rate during the Severance Period. Notwithstanding anything contained in this Agreement to the contrary, MetroParks shall have the right to terminate the employment of Executive Director for any reason, including reasons other than those described in Section 5(a), upon written notice to Executive Director. Such termination shall be effective upon the effective date specified in such notice. In the event of termination by MetroParks for any reason "without cause", Executive Director shall be entitled to the Severance Payment(s) described above; provided, however, that for the avoidance of doubt, any termination by reason of death or disability of Executive Director shall not constitute termination "without cause" and shall not give Executive Director any rights to Severance Payment(s).

(i) During the Severance Period, MetroParks shall continue on behalf of Executive Director (and Executive Director's dependents and beneficiaries) those benefits available to Executive Director pursuant to COBRA (e.g., medical benefits) and the expense shall be allocated between MetroParks and Executive Director on the same basis as prior to the termination date.

(ii) Notwithstanding anything contained in this Agreement to the contrary, Executive Director shall be entitled to the Severance Payment(s) and benefits described in this section 5(d) only if (i) on or within twenty-one (21) days following Executive Director's last date of employment Executive Director signs and does not rescind a Release Agreement in a form prepared by MetroParks, to include but not be limited to a comprehensive release of all legal claims by Executive Director in favor of MetroParks, and (ii) Executive Director fully complies with all aspects of this Agreement. Executive Director further understands and agrees that if he does not sign the required Release Agreement, if he rescinds the required Release Agreement after signing, or if he does not fully comply with all aspects of this Agreement he will not be entitled to the Severance Payment(s) or benefits described in Section 5(d) and will be obligated to return any Severance Payment(s) and/or benefits already received.

6. Membership. Executive Director shall actively participate in local, state and national organizations that will aid him in performing the duties pursuant to this Agreement and which participation shall be beneficial to the standing of MetroParks in the housing community.

7. Accountability. Throughout the term of this Agreement, Executive Director shall be directly accountable to and be supervised by Board.

8. Performance Evaluation. The Board shall perform a performance evaluation of the Executive Director on an annual basis. The evaluation shall include illustrations or examples of strengths and/or weaknesses. The evaluation shall address progress on goals achieved and identify organizational and personal goals for the forthcoming evaluation period. Any such evaluation shall not create an expectancy of continued employment for the Executive Director.

As part of the evaluation process, the Board may schedule and conduct quarterly evaluation conferences with the Executive Director to establish performance goals for the ensuing quarter and to assess the areas of performance by the Executive Director that are strengths, that need improvement, or that are unsatisfactory in the preceding quarter.

For any quarterly or annual performance of evaluation, the Board shall recommend improvement in areas cited as needing improvement or as unsatisfactory, and shall indicate any assistance given or to be given by the Board in those areas; the Board shall also indicate a reasonable period in which the desired improvements are to be attained, and a statement of consequence that may occur if acceptable improvement is not shown; and similarly, the Board shall indicate any progress achieved by the Executive Director in areas cited on prior evaluations as needing improvement or as unsatisfactory.

9. Indemnification. As part of his responsibilities pursuant to this Agreement, Executive Director shall carry out significant administrative duties on behalf of MetroParks. MetroParks agree to defend, indemnify and hold harmless Executive Director from and against any and all liability and expense incurred resulting from any claim, action, suit or proceeding arising from Executive Director performing services pursuant to this Agreement as long as Executive Director acts in good faith, in what he reasonably believes to be the best interest of MetroParks, and within the scope of his employment. MetroParks shall have the right to control in all respects the defense of any such claim, action, suit or proceeding.

10. Applicable Law. All questions regarding the validity or construction of this Agreement shall be determined in accordance with the laws of the State of Ohio. Any action brought by either party against the other on the basis of this Agreement shall be brought in the County of Mahoning, in the State of Ohio.

11. Assignability. Executive Director shall not assign any rights under this Agreement without the prior written approval of MetroParks. Any such assignment, without such written approval, shall be void.

12. No Waiver. The failure or delay of either party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege.

13. Confidentiality. In exercising the duties pursuant to this Agreement, Executive Director may be exposed to information that is considered confidential. Executive Director agrees that he shall not disclose such information to any third parties during the term, and after termination of this Agreement.

14. Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by personal service or by mailing the same by United States Certified Mail, Return Receipt Requested, postage prepaid, to the other party at their last known address.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein, and supersedes and replaces any prior agreements, whether written or verbal, between the parties.

WHEREFORE, the parties have hereto affixed their signatures below.

MILL CREEK METROPARKS

By:



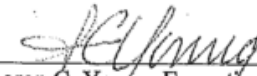
Louis Schiavoni, Esq., President
Board of Park Commissioners

Date:

12-30-14

DIRECTOR:

By:



Aaron C. Young, Executive Director

Date:

12-30-14

Mr. Ragan seconded the motion and the vote taken resulted as follows:

Voting Aye: Durick, Macejko, Marrow, Ragan, Schiavoni
Voting Nay: None

Mr. Schiavoni announced that Mr. Macejko's commission has not been renewed, and thanked him for his years of service on the Board. Mr. Macejko thanked the Board and staff.

There being no further business, Ms. Marrow moved to adjourn the meeting. Dr. Durick seconded the motion, and the vote taken resulted as follows:

Voting Aye: Durick, Macejko, Marrow, Ragan, Schiavoni
Voting Nay: None

The meeting adjourned 6:04 p.m.