

EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective **January 13, 2024**, is by and between the Madison Charter Township Board, Charter Township of Madison, Lenawee County, State of Michigan hereinafter referred to as "Township" and David M. Gentner II, hereinafter referred to as "Employee".

RECITALS

WHEREAS, Employee has been employed with the Township since January 19th, 2018 and Employee is currently employed as Township Police Chief and has been so employed in that capacity since on or about **January 13, 2024**. Employee and Township desire to mutually define a future employment relationship for continuance of Employee as Township Police Chief; and

WHEREAS, it is the desire of the Township to provide certain benefits and establish certain terms and conditions of employment for Employee; and

WHEREAS, Employee desires to accept and continue employment as Township Police Chief pursuant to the provisions of this Agreement;

NOW, THEREFORE, in consideration of continued employment with Township and in consideration of the mutual covenants herein contained, Employee and Township agree as follows:

Section 1. Employment Basis. Employment of Employee is based on the terms of this Agreement.

Section 2. Duties. Employee's primary duties, functions and responsibilities include supervision, control, direction and cost-effective operation and administration of the Madison Charter Township Police Department, delivery of Department services and Department's police members, employed police personnel, programs, activities and property. Some duties, functions and responsibilities are set forth in Township's Job Description for the Police Chief position Noted as attachment A. Employee shall perform other permissible and proper duties, functions and responsibilities as requested by Township from time to time.

Section 3. Credentials. Employee shall at all times maintain in good standing licenses, registrations or certificates as may be required under applicable law and regulations and as Township required in the job description, or as township determines from time to time. Township shall provide funding to maintain credentials as well as time and cost to attend conferences to maintain credentials.

Section 4. Hours of Work. The position of Police Chief is a wage and hour exempt full-time, salaried position requiring Employee's full-time attention and best efforts. Due to the nature of the position and the needs of the Madison Charter Township Police Department, a recurring traditional work schedule is not available. Employee's work schedule can fluctuate from time to time including pay period to pay period, weekly and daily depending on circumstances. Employee is expected to be available and adhere thereto. Employee shall work a minimum of Eighty (80) hours each pay period. For any pay period during which Employee works less than the 80-hour pay period minimum, Employee is required to apply any unused accrued paid vacation, sick or personal time to satisfy the minimum requirement. Employee is not prohibited from working in excess of the 80-hour pay period minimum, however Employee shall not be compensated by Township for such additional time.

Section 5. Regular Compensation. Effective **January 13, 2024**, Employee shall be compensated at a gross annual salary of Seventy-Five Thousand Dollars (\$75,000.00) subject to all applicable federal, state, and local withholdings and to any other deductions authorized by Employee and Township. Thereafter, annual increases on January 1 shall be as follows:

January 13, 2024	Seventy-Five Thousand Dollars	(\$75,000.00)
January 1, 2025	Four percent increase (4%)	(\$78,000.00)
January 1, 2026	Four percent increase (4%)	(\$81,120.00)
January 1, 2027	Four percent increase (4%)	(\$84,364.80)

Section 6. Non-Salary Benefits. Employee's fringe benefit package shall be as follows:

Life Insurance

Employee's Life Insurance benefit shall be in the amount of Twenty-Five Thousand Dollars (\$25,000.00) or current benefit offered by the Township.

Health Dental and Vision Insurance

Township shall purchase health, vision and dental insurance for employee and covered spouse from a competent carrier of its choice to provide benefits equivalent to the following:

BCBSM Simply Blue HSA Plan 2000/0%-370439, as referenced in Attachments B, copies of which are attached hereto and incorporated into this agreement. The plan will include a \$4000.00 family deductible. The Township will establish and fund 100% of the Health Savings Account and deposit in on January 1 of each year. The Township will be responsible for any and all bank administration fees that are associated with the Health Savings Accounts.

The employee shall be responsible for paying towards the premium cost of health insurance each pay period in the amount of one hundred twenty-five dollars (\$125) for the employee and spouse or 20% of the insurance premium cost, whichever is the lowest cost to the employee. In no case shall the employee's total cost exceed 20% of the premium.

In the event the employee elects not to take health insurance through the Township, upon proof to the Township that the employee has other insurance coverage, the Township shall pay to the employee ½ (**one-half**) of the savings to the Township as a result of the employee electing to not have Township Health insurance.

Cell Phone

The township shall provide a yearly stipend in the amount of \$600.00 paid at the first pay in January, for use of employee-owned phone or pay the current Police Department's cell phone bill contract.

Paid Leave

Employee shall receive eighty (80) hours of sick time per year and may accumulate up to **240 hours** of sick hours. The employee will be reimbursed for accumulated sick hours at the employee's regular rate of pay when accumulation exceeds **240 hours**.

Vacation leave shall be granted to employee in accordance with the following schedule:

Length of Service	Days per year / Hours
Five (5) through nine (9) years	Five (5) through nine (9) years (96) Hrs.
Ten (10) through fourteen (14) years	Ten (10) through fourteen (14) years (120) Hrs.
Fifteen (15) to Nineteen (19) years	Fifteen (15) to Nineteen (19) years (140) Hrs.
Twenty (20) through twenty-four (24) years	Twenty (20) through twenty-four (24) years (160) Hr
Twenty-five (25) or more years	Two hundred (200) Hrs.

Employee may accumulate a maximum of 40 Hours of unused vacation time in vacation bank. Any amount over 40 hours of unused vacation, will be paid out at the end of the calendar year, per the Employee Handbook.

Compassionate Leave: The Township agrees to provide employee paid compassionate leave as provided by the most current Township handbook, plus include any grandchildren or step-grandchildren.

Retirement Benefits

Retirement benefits shall be provided in accordance with the provisions of the Michigan Municipal Employees Retirement System Plan B-2 with a two (2%)-percent multiplier with a five (FAC-5) year average compensation, ten (10) year vesting and age of retirement of sixty (60).

The employee may choose to participate in a secondary retirement investment plan. The employee will be responsible for all monetary requirements of selected investment plan; The Township agrees to establish a Section 125 plan for investment plans that are pre-tax investments or withdraw post tax monies from employees' biweekly pays to forward payments to employees established investment plan.

Section 7. Vehicle. A Township vehicle shall be made available to Employee for use in performance of Employee's duties, functions, and responsibilities. Employee is permitted to take vehicle home provided, vehicle is duly licensed in State of Michigan and further provided, that Employee uses vehicle in responding to emergencies and other police type activities as needed after completion of the workday. The take-home vehicle may not be used outside the County of Lenawee for personal purposes.

Section 8. Meetings. Employee shall be available for attendance at regular or special meetings of the Madison Charter Township Board, and other Commissions, Authorities, Boards and Committees as requested from time to time and shall receive no additional compensation for attending.

Section 9. Professional Development and Memberships. Employee's attendance at work-related seminars, conferences and training shall be compensated provided that, such expenditure has been budgeted by Township and is available. Employee will not be compensated by Township for Employee's attendance at a seminar, conference or training at which Employee is functioning as an instructor for which Employee is receiving non-Township compensation. Work-related membership and association fees shall be paid by Township, provided that such expenditure has been budgeted by Township and is available.

Section 10. Township Policies and Procedures. Except as may be altered in this Agreement, Employee agrees to abide by and fully comply with all generally applicable Township policies and procedures as established from time to time and with policies and procedures specific to the Madison Charter Township Police Department as established from time to time.

Section 11. Use and Non-Disclosure of Confidential and Proprietary Information. During Employee's employment with Township and at any time following termination of the employment relationship and except as required in the performance of Employee's authorized duties, functions and responsibilities on behalf of the Township, Employee shall hold in strictest confidence and shall not remove from the Township's premises and shall not use for Employee's own or others benefit and shall not directly or indirectly disclose, reveal, reproduce, distribute, transmit, disassemble, decompile, transfer or otherwise make available confidential and proprietary documents and information of the Township to Township employees or to outside individuals or entities or aid others in doing so unless specific documented advance permission to do so has been given the Employee by a Township Official having authority to grant permission. Confidential and proprietary information includes but is not limited to all documents or information valuable to the Township and not generally known to the public.

Section 12. Longevity Pay Employee shall receive the current rate of pay under the current Employee Handbook for years of service for an employee hired after January 2, 2012. Employee shall receive 500 hundred dollars (\$500.00) for every five years of service, with a maximum allowance of \$2,000.00. Longevity pay shall be paid at the completion of the employee's 5th, 10th, 15th, 20th, 25th, 30th, etc. years of service. 20 years or more of service will only receive the maximum amount allowed under the employee policy or handbook.

Section 13. Conflicts of Interest. Employee shall have a continuing duty to disclose to the Township any and all interests of the Employee which are or may be viewed as conflicting with Employee's employment with the Township or with the interests of the Township. Examples of potential conflicts include: (1) financial or other relationship with Township suppliers, service providers or others doing business with the Township; (2) employment with any other employer; (3) acceptance of gifts, gratuities, or entertainment from outside sources at a level which might tend to influence judgment, or which might create the appearance of impropriety; (4) associating Township name with an outside business, activity, or political initiative. No other outside employment shall be allowed without the consent of the Township Supervisor.

Section 14. Education. Employee will be required to complete and receive a bachelor's degree by January 2027. If the employee needs an extension to complete this requirement prior approval must be granted by the Township Supervisor. If the employee is unable to fulfil this requirement, this contract may be terminated by the Township.

Section 14. Applicable Law. The terms of this Agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

Section 15. Indemnification The Township shall defend, save harmless and indemnify the Chief against any tort, Professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of the Chief's duties, except for willful or malicious acts. The Township will compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 16. Amendment or Modification. This Agreement may not be amended or modified except in writing signed by Employee and a Township Official having authority to enter into such amendment or modification on behalf of the Township.

Section 17. Normal Term of Agreement. This Agreement shall be effective **January 13, 2024** and

continue in effect through December 31, 2027 unless Employee or Township issue written notice to the other party of intent to terminate the Agreement. In order to be effective, such written notice must be received by the other party no later than ninety (90) calendar days prior to December 31, 2027.

Section 18. Termination of Employment Prior to Normal Expiration of Agreement.

Employee's Termination of Employment. In the event Employee elects to voluntarily depart employment ending the employment relationship and thereby prematurely terminating this Agreement prior to December 31, 2027, then Employee shall give Township at least thirty (30) calendar day notice in advance of departure date unless Employee and Township otherwise agree in writing. Should Employee fail to provide Township with timely advanced notice of intent to depart employment, Employee shall reimburse Township for any seminar, conference, training, membership, or association fees paid on Employee's behalf during the twenty-four (24) months preceding the Employee's departure date and any of Employee's unused accrued paid vacation, sick and personal time shall be forfeited.

Township's Termination of Employment. Nothing in this Agreement shall prohibit Township from terminating Employee 's employment relationship at any time without notice prior to December 31, 2027, for reason of Employee's misconduct or for reason of Employee's nonperformance or mis-performance of Employee's duties and responsibilities. In the event Township elects to terminate Employee's employment relationship for reasons other than misconduct, nonperformance or mis-performance thereby prematurely terminating this Agreement prior to December 31, 2027, then Employee shall be entitled to Three (3) months' severance pay, Insurance coverage and pay out of any of Employee's unused accrued paid vacation, sick and personal time.

Section 19. Partial Invalidity. If any part of this Contract is subsequently determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining parts of the Contract.

Section 20. Arbitration. Any controversy arising in any way out of this Contract or out of the employment relationship between the employee and the Township Supervisor that is based upon any theory derived from common law or from any right or cause of action granted by the state of federal statutes shall be resolved by the American Arbitration Association, whose decision shall be final and binding upon the parties and a judgment by the Lenawee County Circuit Court shall be rendered upon the award made pursuant to the arbitration proceeding in accordance with MCLA 600.5001 as amended. The initial arbitration fee shall be paid equally by the Employee and the Township. After the arbitration decision is rendered, the losing party shall reimburse the other party for customary and appropriate legal costs involved in the arbitration plus the other party's portion of the initial arbitration fee.

Section 21. Entire Agreement. This Contract contains the entire agreement of the parties and can be modified only by a properly executed written agreement.

IN WITNESS WHEREOF: Employee and an authorized Representative of the Madison Charter Township Board have executed this Agreement on the dates indicated.

MADISON CHARTER TOWNSHIP BOARD:

EMPLOYEE:

By: _____

By: _____

Gary Griewahn / Township Supervisor

David M. Gentner II / Chief of Police

Dated: _____

Dated: _____