

MOUNT PLEASANT TOWNSHIP
RESOLUTION NO. 2019-2

**A RESOLUTION OF MOUNT PLEASANT TOWNSHIP,
WASHINGTON COUNTY, PENNSYLVANIA, APPOINTING DARLA
PROTCH TO SERVE AS TOWNSHIP SECRETARY/MANAGER
AND AS THE TOWNSHIP OPEN RECORDS OFFICER.**

***THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF MOUNT PLEASANT DOES
HEREBY RESOLVE AS FOLLOWS:***

SECTION 1: that DARLA PROTCH is hereby appointed to serve as the **Township Secretary/Manager**, effective August 1, 2019.

SECTION 2: that DARLA PROTCH shall upon her employment with the Township, commencing on Aug 1, 2019, receive a salary at the annual rate of FIFTY-THREE THOUSAND DOLLARS (\$53,000.00), to be paid in accordance with the Township's customary payroll periods.

SECTION 3: that DARLA PROTCH shall work at the offices of the Township of Mount Pleasant situate at 31 McCarrell Road, Hickory, PA 15340, and at such other place or places as directed by the Board of Supervisors.

SECTION 4: that, as Township Secretary/Manager, DARLA PROTCH shall perform such duties of Township Secretary as are set forth in the applicable provisions of the Second Class Township Code and otherwise under law, Ordinances, Resolutions, Rules and Regulations, as same may be amended from time to time, and such other duties as set forth hereinafter or as otherwise lawfully directed or authorized by the Board of Supervisors, and shall include, but are not limited to, the following:

- (A) shall head the Department of Administration of the Township of Mount Pleasant.
- (B) shall serve as Township Secretary and Administrative Assistant to The Board of Supervisors.
- (C) shall attend all meetings and hearings of the Board of Supervisors, and all Committee Meetings, Planning Commission Meetings and the Township Meetings, as directed, and shall keep full minutes of such proceedings.
- (D) shall transcribe the by-laws, rules, regulations, ordinances and resolutions adopted by the Board of Supervisors into a book or books kept for that purpose, and advertise those notices, ordinances, or other documents that must be advertised as per the Second Class Township Code and/or other statutes.

- (E) shall preserve and maintain all records and documents of the Township.
- (F) shall have custody of the corporate seal of the Township, and shall deliver the same to her successor, along with all books, papers, and other records and things belonging to the Township.
- (G) shall certify copies of any book, paper, record, by-law, rule, regulation, resolution, ordinance, or proceeding of the Township, under the seal thereof.
- (H) shall attest, by signature, the execution of all instruments and ordinances of the Township.
- (I) shall file of record proof of service of all notices required by law, or by the Second Class Township Code, and cause to be advertised all ordinances, notices, specifications, and other matters that are required to be advertised.
- (J) shall receive and dispatch all official Township correspondence.
- (K) shall supervise the authorized purchase of goods and services for the Township according to the instructions of the Board of Supervisors.
- (L) shall prepare and disburse the Township payroll.
- (M) shall assist the Board of Supervisors in the preparation of the Township budget.
- (N) shall, under the direction of the Board of Supervisors, supervise the day-to-day operation of all departments of the Township, except the Police Department.
- (O) shall make available, upon request, to any elected or appointed officer of the Township of Mount Pleasant, information in her custody related to the business of the Township, except such information which by statutes and other regulations are confidential.
- (P) shall perform or cause to be performed any other administrative act reasonably related to the business of the Township requested of her by the Board of Supervisors, or any Committee of the Board of Supervisors.
- (Q) shall have all necessary incidental powers to perform and exercise any of the duties and functions of the office of Township Secretary as set forth in the Second Class Township Code, or as lawfully delegated to him.
- (R) shall administer and oversee the personnel of the Township, subject to the provisions of law, the Second Class Township Code, or ordinance.
- (S) shall provide assistance to the Board of Supervisors in the development of operating budgets, long-term fiscal programs, and related budgetary and administrative analyses, as provided under the Second Class Township Code, or otherwise under law.

SECTION 5: that DARLA PROTCH is hereby appointed, and shall serve as the Township's **Open Record's Officer** with regard to all matters pertaining to the Pennsylvania Open Records Act.

SECTION 6: that DARLA PROTCH shall work such hours as are necessary to accomplish the duties set forth herein, it being understood and agreed by Darla Protch that it is not possible to maintain either a certain number of hours, or a regular pre-determined schedule in performing her duties and that there are numerous evening meetings which she must attend. Both the Township and Darla Protch recognize that the duties of the Township Secretary/Manager require a great deal of time outside the Township's normal daily staff office hours. Nonetheless, DARLA PROTCH shall routinely work a minimum of eight (8) hours per day as directed by the Township, Monday through Friday, each week, during normal staff working hours, more or less, for a minimum of forty (40) hours per week. In addition, DARLA PROTCH shall attend all meetings of and hearings before the Board of Supervisors and any additional or specially scheduled Township meetings, business meetings, and other Township events as the Board of Supervisors may direct from time to time.

SECTION 7: DARLA PROTCH further understands and agrees that she is employed in a supervisory, salaried position and that, as such, she is not entitled to overtime or compensatory time. Given the nature of her work schedule, the Parties understand and agree that She may use reasonable discretion in tending to personal affairs during normal staff working hours from time to time, as necessary; however, DARLA PROTCH shall keep such deviations to a minimum; shall not let such deviations impair her performance of her duties to the Township; and shall keep the Board of Supervisor's designee apprised of same.

SECTION 8: that DARLA PROTCH shall devote her entire productive time, ability and attention to the business of the Township of Mount Pleasant, during the term of her employment. She shall not directly or indirectly render any services of a business, commercial or a professional nature to any other person or organization, whether for compensation, or otherwise, without the prior written consent of the Board of Supervisors.

SECTION 9: that the Township, in accordance with rules and regulations that may be in effect from time to time, shall reimburse DARLA PROTCH for expenses incurred in the performance of her duties, as proven by written receipts or vouchers, and specifically at the rate approved by the Commonwealth of Pennsylvania for the use of her automobile on Township business, excluding commuting to and from her home, at the approved IRS rate as published each year; as well as reimbursement for use of her personal cell phone for business purposes, at the then-applicable rate as may be approved from time to time (currently \$50.00 per month).

SECTION 10: that DARLA PROTCH shall be entitled to enroll in the existing Municipal employee healthcare plan applicable to administrative employees, at such time and in accordance with the plan's enrollment terms, conditions, rules and regulations, and subject to any required administrative employee premium contributions, as are specifically set forth in said plan in effect now and as may be amended from time to time.

SECTION 11: that DARLA PROTCH shall be entitled to enroll in the existing Municipal employee pension plan applicable to administrative employees, under such rules and regulations as provided under the Plan, and she shall be entitled to accrue such benefits thereunder and be bound by such terms and conditions, including any applicable employee contributions, as are specifically set forth in said plan in effect now and as may be amended from time to time.

SECTION 12: that DARLA PROTCH shall be entitled to such other employee benefits, including but not limited to vacation time, sick days, personal days, holidays, bereavement leave, and other benefits as set forth in and in accordance with and subject to the then-applicable provisions of the Township's Personnel Policy Manual, as may be amended from time to time, provided, however, that DARLA PROTCH shall be entitled to accrue and utilize fifteen (15) vacation days commencing in 2020 (prorated for the remainder of 2019 at 7 vacation days).

SECTION 13: that DARLA PROTCH's employment shall continue as long as services rendered by her are satisfactory to the Board of Supervisors of the Township of Mount Pleasant, regardless of any other provision contained in this Resolution. The Board of Supervisors shall be the sole judge as to whether the services of DARLA PROTCH are satisfactory, and the decision of the Board of Supervisors shall be final, being that she is an "at will" employee of the Township.

SECTION 14: that, notwithstanding any other provisions of this Resolution or any Township Ordinance to the contrary, DARLA PROTCH understands and agrees that she is and at all times shall remain an "employee at will" of the Township under the laws of the Commonwealth of Pennsylvania, and that her employment with the Township of Mount Pleasant may be terminated at any time, during or after her probationary period, with or without cause, without rights to civil service or other pre-termination hearings or proceedings, and without prejudice to any other remedy to which the Township may be entitled, at law, in equity, or otherwise. In the event that employment is terminated as herein provided, then the compensation and all other benefits and entitlements of DARLA PROTCH provided for in this Resolution shall cease as of the day of termination.

SECTION 15: that DARLA PROTCH understands and agrees that, at the Township's discretion now or in the future, she may be required to become and remain bonded under a public official or employee fidelity bond, in such amount as determined reasonably necessary in the discretion of the Board of Supervisors. In such event, the Township shall pay all premiums and costs associated with said bonding, and Darla Protch agrees to furnish all required information and take such steps necessary to enable Township to secure such bond with a reputable bonding company, at customary rates, as selected in the Township's sole discretion. The Township agrees that the Parties shall use their best efforts to process all applications for such bond and to secure said bond as quickly as possible once requested. In such event, should Darla Protch fail to qualify for such bond, any renewal or reissuance thereof upon request, for whatever reason, unless waived or modified by the Board of Supervisors within ninety (90) days of notice thereof, such failure shall in the Board's sole discretion constitute "just cause" for termination of Darla Protch.

SECTION 16: that the Township shall provide liability coverage and errors and omissions insurance which shall provide a defense and shall save harmless and indemnify DARLA PROTCH against any tort, professional liability claim or demand of any legal action, arising out of any alleged act or omission occurring in the performance of Darla Protch's duties as the Township Secretary/Manager it being understood and agreed, however, that any willful act or omission of Darla Protch which should be excluded under the terms of such policy, shall, likewise, be excluded hereunder. The Township will provide, if possible, a certificate to Darla Protch evidencing the coverage of Darla Protch as aforesaid, the intention hereof being to provide evidence to Darla Protch that she is specifically insured hereunder against the foregoing claims. The Township, through its insurer, will compromise and settle any such claim or suit or defend the same, and pay the amount of any settlement or judgment rendered thereon, except for any action of Darla Protch which shall be excluded under the terms of the insurance. Should Darla Protch ever fail to qualify for coverage under the Township's existing insurance policies or any renewal or reissuance thereof, for whatever reason, unless cured, waived or modified by the Board of Supervisors within ninety (90) days of notice thereof, such failure shall in the Board's sole discretion constitute "just cause" for termination of Darla Protch.

SECTION 17: that, in the event that DARLA PROTCH voluntarily resigns her employment with the Township, she will provide the Township Board of Supervisors with written notice four (4) weeks in advance of the effective date of her resignation, in which case she will be compensated for any remaining, unused vacation leave earned and accrued in that year through the last full month worked during the year of resignation (unless said voluntary resignation is determined to be under circumstances in which she was subject to immediate termination for cause as set forth hereinafter). Unless waived by the Board of Supervisors, her failure to provide the above written notice shall result in forfeiture of all accrued but unused vacation time, and other benefits otherwise due and payable under then applicable Township policy, except as may be prohibited by law.

SECTION 18: In the event the Township terminates the employment relationship for just cause, DARLA PROTCH will not be entitled to receive compensation for any unused vacation, sick leave, or other benefits otherwise accrued and payable. Under such circumstances, Darla Protch shall only be entitled to her salary compensation earned prior to termination; that she shall not be entitled to any payment for unused sick leave, unused personal days or any claim for earned but unused vacation days. All other benefits, including any applicable disability coverage, pension participation, any health insurance, and life insurance, shall be discontinued on the effective date of termination (subject to her desire to participate, at her expense, in receiving COBRA or like benefits under Pennsylvania Law to the extent required under law). For purposes of this Agreement, termination for just cause shall include, but is not limited to, the following:

- a) habitual intoxication or drug addiction;
- b) conviction of a felony or acceptance of a "no contest" pleas on a felony;
- c) misappropriation of Township assets or property;


- d) willful neglect of duties or persistent negligence in the performance of her duties as Township Secretary/Manager;
- e) incompetence or malfeasance;
- f) insubordination or other willful misconduct;
- g) inability, due to mental or physical illness, injury or disability to perform substantially the essential duties of the position of Township Secretary/Manager;
- h) failure/ refusal to comply with Township rules or policies as formally adopted by the Board of Supervisors;
- i) Substantial or material breach of the terms of this Agreement; or
- j) Failure to become bondable upon request as provided herein.

SECTION 19: that this Resolution sets forth all the provisions of employment of DARLA PROTCH by the Township of Mount Pleasant, and said Resolution may not be modified, changed or amended, except by further resolution of the Board of Supervisors of the Township of Mount Pleasant. No consent or waiver, express or implied, of any breach or violation of the within provisions shall be deemed or taken to be a waiver of any subsequent breach or violation of the provisions hereof.

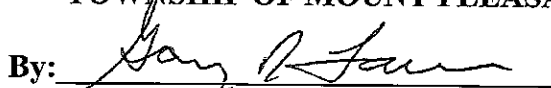
SECTION 20: That any resolution, or part thereof, conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

RESOLVED AND ADOPTED THIS 24th DAY OF July 2019.


ATTEST:


Township Solicitor

TOWNSHIP OF MOUNT PLEASANT

By: 
Gary R. Farner, Chairman
Board of Supervisors

THE ABOVE TERMS AND CONDITIONS
AGREED AND ACCEPTED BY:


DARLA PROTCH

8-1-19
Date