

Resolution 2021-172
To Hire Steven Mazer and Establish Terms & Conditions of Employment
for the Township Administrator Position

The Board of Trustees of Franklin Township, Franklin County, Ohio met in person in a regular session at 6:30 p.m. on Thursday, October 21, 2021, and the following trustees were present:

Horn: YES/ NO **Fleshman:** YES/ NO **Alex:** YES/ NO

Alex made a motion for the adoption of the following resolution:

BE IT RESOLVED by the Board of Trustees of Franklin Township, Franklin County, Ohio, that the Board approves to hire and establish terms and conditions of employment for the Franklin Township Administrator as defined by the Township's legal counsel effective Wednesday, October 27, 2021. (See Exhibit A)

Fleshman seconded the motion; with no discussion, the roll was called and the vote was as follows:

Horn: YES/ NO **Fleshman:** YES/ NO **Alex:** YES/ NO

Trustee Ralph Horn, 2021 Chair

Trustee John Fleshman, 2021 Vice-Chair

Trustee Aryeh Alex

Attested to on this 21st day of October, 2021:

Fiscal Officer Nick Dunn

RESOLUTION NO. 2021-172

**A RESOLUTION HIRING AND ESTABLISHING THE TERMS
AND CONDITIONS OF EMPLOYMENT FOR THE FRANKLIN TOWNSHIP
ADMINISTRATOR**

PREAMBLE

WHEREAS, the Board desires to employ Steven Mazer as Township Administrator and establish the terms and conditions of his employment; and

WHEREAS, it is in the best interest of the Township and its residents to provide certain benefits to this employee as a form of compensation;

RESOLUTION

NOW THEREFORE, be it resolved by the Board of Trustees of Franklin Township, Franklin County, Ohio (the "Board") that the following Resolution be and it hereby is adopted:

RESOLVED, that effective October 27, 2021, the Township hereby employs Steven Mazer (hereinafter referred to as "Employee") as the Franklin Township Administrator, subject to the following terms and conditions of employment:

1. Term. **THE EMPLOYEE IS AN EMPLOYEE AT WILL AND SERVES AT THE PLEASURE OF THE BOARD.** The Employee is to be employed by the Township on an indefinite basis until such employment is terminated in the manner hereinafter set forth in paragraph 14, hereof.

2. Job Description and Duties. The Employee shall serve as the Franklin Township Administrator and shall perform those jobs and duties outlined in the Ohio Revised Code and perform such other lawful and reasonable duties as may, from time to time, be requested by the Board. Without limiting the generality of the foregoing, the duties of the Employee shall include the items set forth on the Job Description attached hereto and marked "Attachment A". The Employee shall not be engaged in any business activity in conflict with his position and duties other than on behalf of and as directed by the Board, whether or not such business activity is pursued for gain, profit or other pecuniary advantage, without the prior written approval of the Board. The Employee's full working time and effort shall be devoted to such employment.

3. Rules, Regulations, and Conditions. The Employee shall observe such rules, regulations, and conditions as may, from time to time, be adopted by the Board or such other rules governing the operation and personnel of Franklin Township and all applicable federal, state and local laws and regulations.

4. Compensation. The entire compensation to be paid to the Employee by the Township for all services performed by the Employee while employed on a regular full-time basis as the Franklin Township Administrator shall be Sixty-Five Thousand Dollars (\$65,000.00) per calendar year of employment (or such higher salary as the Board may, in its absolute and sole discretion, from time to time, determine). The Employee's annual salary will be paid on a bi-weekly basis (or such other pay period the Board determines from time to time) during each calendar year. All compensation shall be subject to withholding for federal, state, and local income taxes, and such other taxes and charges as may be subject to the withholding from employee wages, and further subject to withholding required for pension contributions and further subject to withholding for any other deductions or charges as may, from time to time, be authorized in writing by the Employee and agreed to by the Board. The Employee shall be exempt from the overtime provisions of the Fair Labor Standards Act (29 U.S.C. §§201 et seq.) under the Executive Employee Exemption. As an Executive Employee under the FLSA, the Employee will not be eligible for compensation at a time and one-half rate, and he will not be compensated in the form of pay for hours worked in excess of forty (40) hours per work week. Nothing contained herein shall be deemed as a guarantee of continued employment by the Township.

Unless exempted by applicable law, the Employee shall be eligible for participation in the OPERS. Except as may otherwise be provided, from time to time, by the Board, the Township shall pay the "employer's contribution" at the rate and in the manner specified in Ohio Revised Code §145.48 or any future statute of like tenor and effect. In addition, The Employer agrees to "pick-up" the portion of the Employee's required contribution to PERS as required by Ohio Revised Code Chapter 145 or any future statute of like tenor and effect, which amounts shall be paid at the rate and in the manner provided in Ohio Revised Code Chapter 145 and the rules and regulations promulgated thereunder. It is acknowledged and understood that the Employer has made no representations as to the effects of this pension pick-up on any Employee's retirement benefits or level of taxable income.

The Township shall also provide the Employee with mileage reimburse for miles driven in personal vehicle for the purpose of Township business at the 2021 Federal rate of fifty-eight cents (0.58) per mile for business miles. This rate is determined by the Federal Government and is subject to change. The monthly mileage reimbursement is subject to applicable withholding and other deductions, and shall be paid on the first pay following the month the miles were driven. (Example: May mileage report due by first pay period in June to be paid on the first pay day in June.) The Employee shall be responsible for the maintenance and operation of their personal vehicle and the costs associated with the same, including, without limitation, insurance.

The Employee shall also be entitled to the use of a Township issued cell phone and laptop. Use of the cell phone and laptop is subject to all applicable Township rules and regulations.

5. Performance Evaluations. In the first year of employment, the Board will perform a six month and twelve month evaluation of the Employee's performance. Thereafter, the Board will perform an annual evaluation of the Employee's performance to occur no later than June 1st of each calendar year. In its sole and absolute and sole discretion, after the annual evaluation the Board may make appropriate increases in Employees compensation.

6. Work Hours. Typically will begin at 8:30 a.m. and end at 5:00 p.m. or 5:30 p.m. based on a flexible lunch ranging from thirty (30) minutes to one (1) hour, the regularly scheduled work hours for the Employee shall total at least forty (40) hours during each work week. In addition, the Employee shall work at such other and/or additional hours as may be necessary to fulfill their duties as the Franklin Township Administrator and/or as may, from time to time, be requested by the Board.

7. Benefits. Except as otherwise herein provided, the Employee shall be entitled to all of the benefits provided to full-time employees as outlined by the Board of Trustees.

8. Vacation Time. Upon commencement of employment, the Employee shall be credited with Fifty- Six (56) of vacation time hours available for immediate use. Beginning October 21, 2021, the Employee shall accrue 3.1 hours per pay period. Beginning the second year of employment, Employee shall accrue 4.6 hours per pay period. The break down at three (3) or more years of employment is as follows:

- Year 1 – One Hundred Twenty (120) Hours Township /Fifty -Six hours of roll-over
- Year 2 – One Hundred Twenty Hours (120) hours Township / available roll-over

- 3-5 years 5.5 hours per pay period = One Hundred Four Three (143) hours
- 6-10 years 6.2 hours per pay period = One Hundred Sixty One (161) hours
- 11-15 years 7.1 hours per pay period = One Hundred Eighty Five (185) hours
- 16+ years 8 hours per pay period = Two Hundred Eight (208) hours

Vacation leave use and payout shall be in accordance with the applicable vacation leave provisions established by the Township.

9. Holidays. Upon commencement of employment, the Employee shall be granted a day off from work in observance of the following legal holidays while in active service with the Township, which holidays shall occur and be taken at the following times:

- (a) the first day of January, known as New Year's Day;
- (b) the third Monday in January, known as Martin Luther King Day;
- (c) the third Monday in February, known as Washington-Lincoln (President's Day);
- (d) the thirtieth day of May, known as Decoration or Memorial Day;
- (e) the fourth day of July, known as Independence Day;
- (f) the first Monday in September, known as Labor Day;
- (g) the second Monday in October, known as Columbus Day;
- (h) the holiday known as Veterans Day (November)
- (i) the fourth Thursday in November, known as Thanksgiving Day; and
- (j) the twenty-fifth day of December, known as Christmas Day;

or, if any of the holiday dates are changed or additional holidays added under Ohio Revised Code §511.10, or any future statute of like tenor and effect, the dates so changed or added. If any date designated above as a holiday falls on Saturday, the Friday immediately preceding shall be the holiday, and if any date designated above as a holiday falls on Sunday, the next succeeding Monday shall be the holiday.

10. Sick Leave. The Employee shall be entitled to accrue 3.077 hours per bi-weekly pay (equals 80 hours annually) and sick leave use and payout shall be in accordance with the applicable sick leave provisions established by the Township.

11. Insurance Coverage. Upon commencement of employment, health care insurance, dental care insurance and vision insurance uniformly provided to all full-time employees of the Township will be made available to the Employee at his option in accordance with applicable law. All such insurance shall be subject to the terms and conditions contained in the applicable insurance policies and/or plan documents maintained, from time to time, by the Township. If the Employee elects to participate in the health insurance program, the

Employee may be required to pay the Township a monthly reimbursement in an amount determined by the Board and generally charged to other Township employees. (2019: Insurance withholding)

12. Professional Membership Fees. The Township shall pay reasonable membership fees to appropriate professional organizations on behalf of the Employee upon the Employee's written request therefor. The Board, after consultation with the Employee, shall determine which organizations are "appropriate" and what fees are "reasonable," and the Board's decision shall be final.

13. Disciplinary Actions. The Township, through the Board, is authorized to take such disciplinary actions as it deems necessary in the event the Employee does not fulfill the Employees' employment duties, or in such other instances as the Board, in its sole discretion, deems necessary. Nothing contained herein shall impair or otherwise alter the Employee's status as one of employment at will, and the Employee's status shall be as set forth in paragraph 14 hereof.

14. Status and Termination of Employment. The Employee shall serve at the pleasure of the Board and is employed by the Township at will and on an indefinite basis until such time as the Employee or the Board terminates such employment. This Resolution is not a contract of employment and the Employee or the Township, by majority vote of the Board, may terminate the Employee's employment with the Township at any time, with or without cause, for any reason or for no reason whatsoever, and, in the case of the Township, in the sole and absolute discretion of the Board, subject to the following terms and conditions:

(a) For Cause. The Board may initiate termination of the Employee's employment for cause. The term "for cause" shall mean that the Employee has engaged in one or more of the following types of actions: misconduct, insubordination or lack of cooperation; possession, use, sale or being under the influence of alcohol or a controlled substance on work premises or during work hours; poor or inadequate performance; incompetence or inability to perform the duties of the position; bribery; neglect of duty; abuse of Township property; removing Township property without prior authorization; falsification of employment application or other personnel records; falsifying Township reports or records; conviction of any felony; conduct involving theft, dishonesty or moral turpitude; improper physical or verbal harassment; sexual harassment; abuse or improper use of sick leave; or any other failure of good

behavior. Upon termination of the Employee's employment for cause, the Employee shall not be entitled to any further wages or benefits hereunder.

(b) Without Cause. Either the Board or the Employee may initiate termination of the Employee's employment at any time without cause as follows:

(i) The Board shall notify the Employee in writing of his termination thirty (30) days prior to the effective date of such termination. If the Township terminates the employment of the Employee without cause, the Township agrees to pay the Employee "severance pay" as hereinafter defined.

(ii) If the Employee desires to terminate his employment, the Employee shall so notify the Board in writing sixty (60) days prior to the effective date of such termination. The Employee understands that if he terminates employment, no further salary or benefits shall be paid to him after the effective date of his termination.

(c) Job Abolishment. If the Employee's employment is terminated due to the abolishment of the position, it will be considered termination "without cause" pursuant to the provisions of subparagraph (b)(i) of paragraph 14 of this Resolution.

15. Interpretations, Determinations and Decisions. To the fullest extent permitted by law, all interpretations, determinations, and decisions with regard to this Resolution and all matters relating thereto and contained therein shall be made by the Board and such interpretations, determinations, and decisions on such matters shall be final and binding on all persons.

16. Entire Understanding. Unless otherwise changed or modified by the Board after the effective date of this Resolution, or unless otherwise specifically required by applicable law, this Resolution constitutes the entire compensation and benefits afforded to the Employee named above if and while the Employee continues to serve as the Franklin Township Administrator, and, for these purposes, all prior Resolutions, directives, and practices establishing or relating to any such benefits or compensation are hereby superseded in their entirety.

17. Amendment, Modification and/or Termination of Resolution. The Township, through the Board, shall have the right and authority to amend or otherwise modify this Resolution, from time to time, provided that no amendment or modification shall deprive the Employee of previously accrued and vested vacation and/or sick leave benefits standing to the Employee's credit or, without the written consent of the Employee. Furthermore, while it is the expectation of the Township to continue this Resolution in substantially its present form, no obligation, contractually or otherwise, to do so is assumed by the Township, and the Township expressly reserves the right to discontinue and/or rescind this Resolution, in whole or in part, at any time.

18. Duration of Resolution. This Resolution shall become effective on or as of 10/21/2021 and will continue in full force and effect until otherwise amended, modified and/or terminated by the Board; provided, however, that the Employee's employment with the Township is at will and may be terminated at any time as hereinbefore provided, and the Township, through the Board, has the right and authority to amend, modify and/or terminate this Resolution as set forth above.

19. Acknowledgment. As a condition of employment, the Employee shall sign a statement, which is to be returned to the Board, stating, in effect, that the Employee has read the foregoing Resolution and fully understands and agrees with its terms.

This Resolution shall take effect and be in force from and after the earliest time provided by law.

Adopted on: 10/21/2021
Resolution No. 2021-172

John Fleshman, Chairman

Ralph Horn, Vice Chairman

Attest: _____
Nicholas Dunn, Fiscal Officer

Aryeh Alex, Trustee

STATEMENT OF ACKNOWLEDGMENT

The undersigned, being the newly appointed Township Administrator for Franklin Township, has read Resolution No. and understands, accepts and agrees to be bound by the terms and conditions contained therein.

Date: _____

Steven Mazer