

Resolution 2023-281
Amending and Clarifying the Terms and Conditions of Employment for the
Franklin Township Administrator Position

The Board of Trustees of Franklin Township, Franklin County, Ohio, met in person in a Regular Meeting at 12:00 p.m. on Thursday, December 14, 2023. The trustee marked below made a motion for the adoption of the following Resolution:

Fleshman

Leezer

Horn

BE IT RESOLVED that the Board of Trustees of Franklin Township, Franklin County, Ohio that the Board approves amending and clarifying the terms and conditions of employment for the Franklin Township Administrator position.

See Exhibit A

BE IT FURTHER RESOLVED that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption.

The following trustee marked below seconded the motion:

Fleshman

Leezer

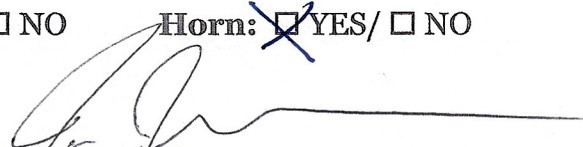
Horn

Roll was called for the adoption of the Resolution, and the vote was as follows:

Fleshman: YES/ NO

Leezer: YES/ NO

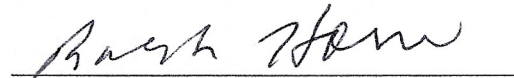
Horn: YES/ NO



Trustee John Fleshman

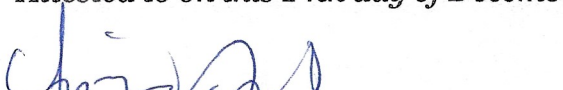


Trustee James Leezer



Trustee Ralph Horn

Attested to on this 14th day of December 2023



Fiscal Officer, Linzie Justus

Exhibit A – Resolution 2023-281
Memo of Understanding between Franklin Township and Employee
Steven Mazer in the Position of Township Administrator

1. Terms.

The Employee is an employee at will and serves at the pleasure of the Franklin Township Board of Trustees. The Employee is to be employed by Franklin Township indefinitely until such employment is terminated as stated in this Resolution.

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 of Trustees. Without limiting the generality of the foregoing, the Employee's duties shall include the items outlined in the job description. The Employee shall not be engaged in any business activity in conflict with their position and duties other than on behalf of and as directed by the Board of Trustees, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage, without the prior written approval of the Board of Trustees. The Employee's entire 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 of Trustees or such other rules governing the operation and personnel of Franklin Township and all applicable federal, state, and local laws and regulations.

4. Compensation.

Effective the first complete pay period in January 2024, the entire compensation to be paid to the Employee by Franklin Township for all services performed by the Employee while employed on a regular full-time basis as the Franklin Township Administrator shall be One Hundred and Five Thousand Dollars (\$105,000.00) per calendar year of employment with an annual cost of living increase of 5% each year of employment beginning the first pay period in January 2024. The Employee's annual salary will be paid biweekly (or other pay period the Board of Trustees 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 of Trustees. 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. They 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 a guarantee of continued employment by Franklin 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 of Trustees, Franklin 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 OPERS 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.

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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 it shall be the holiday. If any date designated above as a holiday falls on Sunday, the following succeeding Monday shall be the holiday.

11. Sick Leave.

The Employee shall accrue 4.616 hours per bi-weekly pay (equal to 120 hours annually). The sick leave use and payout shall follow the applicable sick leave provisions established by Franklin Township.

12. Insurance Coverage.

Upon commencement of employment, health care insurance, dental care insurance, and vision insurance uniformly provided to all full-time employees of Franklin Township will be made available to the Employee at their 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 by Franklin Township from time to time. If the Employee elects to participate in the health insurance program, the Employee may be required to pay Franklin Township a monthly reimbursement in an amount determined by the Board of Trustees and similar to what is charged to other Franklin Township employees. (In 2022: The Board of Trustees agreed that the insurance withholding for the Administrator at the Employee plus spouse would be \$19.23 per pay period)

13. Professional Membership Fees.

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

14. Disciplinary Actions.

Through the Board of Trustees, Franklin Township is authorized to take such disciplinary actions as it deems necessary in the event the Employee does not fulfill the Employee's 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.

15. Status and Termination of Employment.

The Employee shall serve at the pleasure of the Board of Trustees and is employed by Franklin Township at will and indefinitely until the Employee or the Board of Trustees terminates such employment. This Resolution is not a contract of employment, and the Employee or

Franklin Township, by majority vote of the Board of Trustees, may terminate the Employee's employment with Franklin Township at any time, with or without cause, for any reason or no reason whatsoever, and, in the case of Franklin Township, in the sole and absolute discretion of the Board of Trustees, subject to the following terms and conditions:

For Cause. The Board of Trustees 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

Exhibit A – Resolution 2023-281

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This Resolution shall become effective immediately and will continue in full force and effect until otherwise amended, modified, and/or terminated by the Board of Trustees, provided, however, that the Employee's employment with Franklin Township is at will and may be terminated at any time as hereinbefore provided. Through the Board of Trustees, Franklin Township 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 of Trustee, 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.

Acknowledge and Acceptance of Employment

I, Steven Mazer, have read and fully understand Resolution number 2023-280, agree with its terms, and accept employment as Administrator with Franklin Township under the terms stated herein.

STEVE MAZER

Name Printed

[Signature]

Signature

12-21-23

Date

BOARD OF TRUSTEES:

[Signature]

Trustee John Fleshman

12-20-23

Date

[Signature]

Trustee James Leezer

12/20/2023

Date

Trustee Ralph Horn

Date

FISCAL OFFICER:

[Signature]

Luzie Justus

12/20/2023

Date

