

BOARD OF TRUSTEES
ETNA TOWNSHIP, LICKING COUNTY, OHIO

RESOLUTION NO. 2025-019

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

The Board of Trustees of Etna Township, Licking County, Ohio met in a special meeting on April 7, 2025, at 81 Liberty Street with the following members present:

Gary Burkholder, President Rozland McKee, Vice-President Mark Evans, Trustee

Trustee McKee moved the following:

PREAMBLE

WHEREAS, the Board desires to employ William Spurgeon 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, including, in certain circumstances, severance pay to this employee as a form of compensation;

RESOLUTION

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

RESOLVED, that effective April 28, 2025, the Township hereby employs William Spurgeon (hereinafter referred to as "Employee") as the Etna 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 Etna 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, including, but not limited to, the Etna Township Policies and Procedures Manual, Employee Handbook (collectively hereafter referred to as "Employee Handbook") and such other rules governing the operation and personnel of Etna Township and all applicable federal, state and local laws and regulations.

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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 Etna Township Administrator shall be One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) 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 biweekly 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.

The Employee shall also be entitled to the use of a Township issued cell phone and laptop or other portable computer or devices suitable for Township business on or off premises. Use of the cell phone, laptop, or other devices is subject to all applicable Township rules and regulations.

The Employee requires use of an automobile in carrying out his duties as Township Administrator. In consideration of the cost of operating his personal vehicle, a \$500 per month car allowance is granted, payable in installments at the same time as other Township employees are paid. In addition, only for round trips of 100 miles or more, the Employee is granted mileage payment as provided in the Employee Handbook. The Employee shall be solely responsible for the payment of any income tax liability that may arise from the benefits provided to him under this section.

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 January 31st of each calendar year. The annual review process shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The evaluation shall be in accordance with specific criteria developed jointly and approved by the Board and the Employee and communicated to the Employee at the beginning of the evaluation period. Said criteria may be added to or deleted from as the Board may from time to time determine, in consultation with the Employee. In its sole and absolute discretion, after the annual evaluation the Board may make appropriate increases in the Employee's compensation.
6. **Work Hours.** Commencing April 28, 2025, The Township Administrator will be expected to work a standard forty (40) hour work week. Additionally, the Township Administrator will attend meetings of the Township Board of Trustees and other meetings as may be necessary.
7. **Benefits.** Except as otherwise herein provided, the Employee shall be entitled to all of the benefits provided to full-time employees contained in the Employee Handbook. The Employee's receipt and use of such benefits shall be governed by the Employee Handbook. Prior to commencement of employment, Employee shall sign an acknowledgment of review and understanding of the Employee Handbook.
8. **Vacation Time.** Upon commencement of employment, the Employee shall be credited with one hundred twenty (120) hours of vacation time for immediate use, which shall carry over from year to year until exhausted. On January 1, 2026, the Employee shall accrue one hundred sixty (160) hours of

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vacation time for use during the year in which it was accrued and credited. Thereafter, vacation time shall accrue pursuant to the Employee Handbook. The Employee's vacation preferences shall be scheduled in advance with and are subject to the approval of the Board.

9. **Holidays.** The Employee shall be entitled to all holidays contained in, and governed by, the Employee Handbook.
10. **Sick Leave.** The Employee shall be entitled to accrue and use sick leave in accordance with the applicable Sick Leave provisions in the Employee Handbook. Upon commencement of employment, the Employee shall be credited with forty (40) hours of sick leave for immediate use, which shall carry over from year to year until exhausted.
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.
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 therefore. 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 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.
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:

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- (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 thirty (30) 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.
- (d) *Severance Pay.* As a form of compensation and an incentive for the Employee to terminate prior employment and commence employment with Etna Township, the Board hereby approves severance pay to the Employee. Severance pay shall be owed to the Employee in the event the Board terminates his employment without cause, under the provisions of subparagraph (b)(i) of paragraph 14 of this Resolution. Severance pay shall also be owed if the Board acts to rescind or modify subparagraph (b)(i) of paragraph 14 of this Resolution without the written consent of the Employee. Severance pay shall be comprised of twelve (12) monthly installments of the base annual salary. In addition, the Board shall pay the cash value of any accrued vacation time and sick leave subject to the Employee Handbook buy-back provisions. The base annual salary is defined as the annual salary being paid to the Employee during the calendar year in which termination occurs, without the addition of benefits or other compensation whatsoever. Severance pay shall be subject to all required deductions. All of the above shall hereinafter be referred to as the Severance Pay. The parties agree this Severance Pay shall constitute the Employee's sole and exclusive remedy for termination without cause. Severance Pay shall not be owed to the Employee in the event his employment is terminated for cause or in the event he resigns from his position.

In the event the Board, at any time during the Employee's employment, reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all employees of the Board, or in the event the Board refuses, following written notice, to comply with any other provision benefiting the Employee herein, or Employee resigns following a written request by the Board that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated without cause" as of the date of such reduction, refusal to comply, or written request, and Employee shall be entitled to the Severance Pay as set forth herein as if he was terminated without cause. For purposes of this paragraph, the Board's failure to grant Employee a raise equivalent to that given any or all other Township employees shall not be deemed a "reduction" as provided herein.

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 Etna Township Administrator, and, for these purposes, all prior Resolutions,

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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, his entitlement to severance pay pursuant to subparagraph (d) of paragraph 14 of this Resolution. 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 , 2025, 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.
20. **Approval.** Continued approval of this resolution is subject to a satisfactory background check.

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

Trustee Burkholder seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

YEAS: Burkholder * McKee * _____

NAYS: Evans * _____ *

The motion carried and the Resolution was adopted.


Adopted: April 7, 2025


Gary Burkholder, President


Rozland McKee , Vice President

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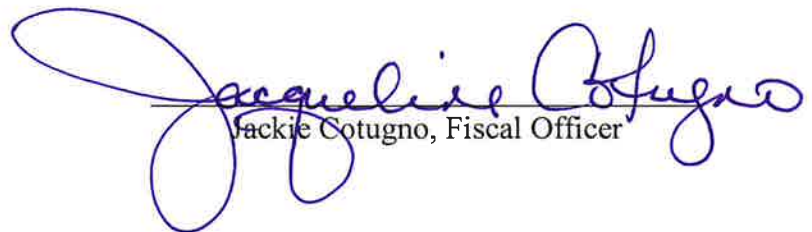
Attest. 
Jackie Cotugno, Fiscal Officer


Mark Evans, Trustee

CERTIFICATE

State of Ohio, Licking County

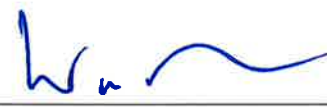
I, the undersigned Fiscal Officer of Etna Township, Licking County, Ohio, hereby certify that the foregoing Resolution Number 2025-011 is a true and complete copy of the Resolution adopted by a majority of the full membership of the Board of Trustees of Etna Township at its regular meeting held on March 18, 2025, as was recorded in the official proceedings of the Board.


Jackie Cotugno, Fiscal Officer

STATEMENT OF ACKNOWLEDGMENT

The undersigned, being the newly appointed Township Administrator for Etna Township, has read Resolution No. 2025-011 and understands, accepts and agrees to be bound by the terms and conditions contained therein.

4.18.25
Date


William Spurgeon