

VILLAGE OF YELLOW SPRINGS, OHIO

RESOLUTION 2021-57

APPROVING THE HIRING OF PAIGE BURGE AS INTERIM CHIEF OF POLICE

WHEREAS, Chief of Police, Brian Carlson, announced his retirement from the Yellow Springs Police Department, effective November 12, 2021; and

WHEREAS, as the next highest-ranking officer of the Department, Sergeant Paige Burge has served as “acting chief” since November 12, 2021 upon the request of the Village Manager;

WHEREAS, as Village Council recognizes that the Yellow Springs Police Department requires an interim chief appointment to serve until the Village Manager concludes the search process with a recommendation for a permanent hire of a Chief of Police to the Village Council;

NOW THEREFORE, Council for the Village of Yellow Springs, Ohio hereby resolves that:

Section 1. Paige Burge is appointed to serve as Interim Chief of Police for the Village of Yellow Springs, to serve as a temporary employee on full-time status pursuant to the terms of the contract negotiated with the Village Manager attached and incorporated as Exhibit A.

Section 2. The Interim Chief of Police shall subscribe the Oath of Office as required by Section 85 of the Village Charter and the Oath of Office required by the SF400 form which the Village Manager shall submit to the Ohio Peace Officer Training Commission. The Mayor may administer the oath pursuant to ceremonial powers under Section 29 of the Village Charter.

Section 3. This Resolution shall be in full force and effect upon its adoption.

Brian Housh, President of Council

Passed: 11-15-2021

Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh __Y__

Marianne MacQueen __Y__

Kevin Stokes __Y__

Lisa Kreeger __Y__ Laura Curliss __Y__

Exhibit A to Resolution 2021-57

**VILLAGE OF YELLOW SPRINGS
EMPLOYMENT AGREEMENT
INTERIM POLICE CHIEF**

This Employment Agreement ("Agreement") is between the **Village of Yellow Springs**, Ohio, a municipal corporation ("the Village"), and **Paige Burge** ("Burge"), with an effective date of November 15, 2021, subject to the following terms and conditions:

WHEREAS, the Village Manager, pursuant to Section 31 of the Village Charter, has responsibility for appointment of all employees of the Village, and on November 15, 2021, Village Council approved the hiring of an Interim Police Chief as a temporary salaried, exempt, unclassified position pursuant to the Village Personnel Policy Manual; and the Village Manager has selected Burge to continue to serve in that capacity;

WHEREAS, the Village has the authority to establish certain conditions of employment; and

WHEREAS, Burge desires to accept such conditions of employment,

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree:

1. Duties and Hours of Work:

The Village Manager hereby appoints Burge as Interim Police Chief effective November 15, 2021 to perform the duties set forth in the position description for Chief of Police, including proper duties and functions as the Village Manager may from time to time assign.

Burge shall devote a minimum of eighty (80) hours on a bi-weekly basis (concurrent with pay periods) to official Village business and is designated as an "Exempt" employee. Through a combination of office hours and meetings, Burge shall work a minimum of forty (40) hours each week. It is recognized that the Burge must devote some time outside normal office hours to business of the Village. Burge shall not receive additional compensation based on hours worked in excess of forty (40), but shall be allowed to establish an appropriate work schedule to offset hours worked in excess of forty (40) as approved by the Village Manager.

Burge agrees that she will uphold the Constitution of the United States, the Constitution of the State of Ohio, the Charter and all relevant Ordinances of the Village, and will at all times faithfully, honestly, and impartially discharge her duties to the best of her abilities, including compliance with Ohio ethics laws for public officials and employees.

Burge agrees to remain in the exclusive employ of the Village while employed by the Village. The term "employed" however, shall not be construed to include volunteer work

performed outside of work hours for the Village, even if outside compensation is provided for such services. Said activities are expressly allowed except in the event such activities present a conflict of interest with the Village or otherwise interfere with Village work.

2. Term:

This Agreement is for a temporary term until a permanent Chief of Police hire is approved by Village Council. The Parties acknowledge the at-will nature of the employment relationship. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Village Manager to discharge Burge, subject only to the provision set forth in Paragraph 3 of this Agreement. Likewise, nothing in this Agreement is intended to prevent, limit or otherwise interfere with the right of Burge to resign at any time from this position with the Village.

3. Termination:

If Burge is discharged at any time during the employment without Cause, the Village will pay compensation for any accrued benefits in accordance with the Personnel Policy Manual of the Village. In the event Burge is discharged for Cause as defined below, the Village shall have no obligation to provide benefits pursuant to this Paragraph. For purposes of this Agreement, "Cause" means: (a) failure to perform Burge's duties (other than any such failure resulting from incapacity due to physical or mental illness or injury); (b) failure to comply with any valid and legal directive of the Village Manager; (c) engaging in dishonesty or any illegal act involving personal gain to Burge or any other person; (d) embezzlement, misappropriation or fraud, whether or not related to Burge's employment with the Village; or (e) being charged with any felony crime, or a misdemeanor crime of moral turpitude as defined by Ohio law.

4. Resignation:

If Burge voluntarily resigns her position with the Village, she shall give the Village thirty (30) days' notice in advance, unless the parties agree otherwise in writing. Upon receiving notice, the Village, at its option, may choose to waive Burge's service for all or any part of the thirty (30) day notice period, provided that the Village continues to pay her salary during the remaining notice period. Regardless of such a waiver by the Village, resignation or retirement by the Burge forfeits any rights of severance under this Agreement.

5. Salary and Benefits:

The Village agrees to pay Burge an annual base salary of \$75,000.00 commencing the first pay date after the effective date of this agreement, payable in equal installments every two weeks, at the same time and in the same manner as other employees of the Village for payroll purposes. All applicable provisions of the Village's Personnel Policy

Manual relating to employee benefits, including but not limited to vacation, holidays, personal leave, sick leave, medical insurance, retirement and pension system contributions, or as such provisions may hereafter be amended by the Village, shall apply to Burge as they would to other employees of the Village, in addition to all benefits included herein. If Burge resumes the Sergeant position and pay grade upon a permanent hire of another individual as Chief, it shall not be considered a demotion under the Personnel Policy Manual.

6. Indemnification

The Village shall defend, save harmless and indemnify Burge against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Burge's duties as Interim Police Chief. The Village, or its insurance carrier, may, without personal cost to Burge, compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Claims arising after the resignation or discharge of Burge but which are based on events which are alleged to have occurred during Burge's employment shall also be covered. Indemnification shall not apply to any claim, demand or other legal action, whether criminal or civil, where the alleged liability arises out of Burge's criminal activity.

7. Other Terms and Conditions of Employment

A. The Village agrees to budget and pay reasonable expenses for dues, subscriptions, conferences and out-of-pocket costs as are necessary to the performance of Burge's duties and professional development, to the extent that they benefit the Village. Such expenses must be approved in advance by the Village Manager.

B. The Village shall provide Burge with a cell phone for official business.

C. The Village shall provide Burge with a vehicle when at work for official business.

D. The Village Manager and Burge may mutually agree to amend this Agreement from time to time as they may determine it necessary to establish other terms and conditions of employment, provided that any such amendment is not inconsistent with the Village Charter or other law.

8. General Provisions.

A. This Agreement, along with the applicable provisions of the Village Charter, and ordinances and resolutions shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of Burge's heirs at law and executors in the event of Burge's death while employed by the Village.

C. This Agreement shall be binding upon the Village regardless of changes in the Village Council membership.

D. This Agreement constitutes the entire Agreement between the parties, superseding all prior arrangements and agreements, and may be modified, amended or waived only by a written instrument signed by all of the parties.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

The Village may fix other such terms and conditions of employment from time to time as it may determine necessary or desirable relating to Burge's performance, provided such are not inconsistent or in conflict with the provisions of this Agreement, the Village Charter, or law.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed on its behalf by the Village Manager, and Burge has executed this Agreement, as set forth below.

VILLAGE OF YELLOW SPRINGS

By: _____
Josue Salmeron, Village Manager

Date: _____

EMPLOYEE

Paige Burge

Date: _____