

VILLAGE OF YELLOW SPRINGS, OHIO

RESOLUTION 2022-65

APPROVING A CONTRACT WITH AMY KEMPER AS FINANCE DIRECTOR

WHEREAS, The Village of Yellow Springs publicly posted the notice for the vacant position of Village Finance Director; and

WHEREAS, the Village Manager convened an interview committee that identified and interviewed seven candidates; and

WHEREAS, Village staff and the Finance Committee interviewed a final four prospective candidates and provided feedback to the Village Manager to consider for the purpose of making the final hiring decision as prescribed under the Village Charter, and

WHEREAS, the Village Manager has considered Finance Committee and staff feedback and determined that Amy Kemper should be extended an offer of employment as the Finance Director for the Village of Yellow Springs and makes same recommendation to Council,

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

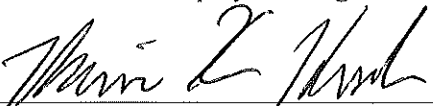
Section 1. Amy Kemper is hereby extended an offer of employment to serve as Finance Director for the Village of Yellow Springs, to serve at the pleasure of the Village Manager.

Section 2. The duties of the Finance Director shall be those as provided for by Village Ordinances and pursuant to the Employment Agreement attached to this Resolution as Exhibit A, or in a form substantially similar to the attached Exhibit A.

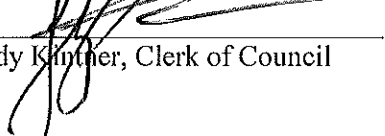
Section 3. The Finance Director shall be considered a full time employee. She shall receive the salary and benefits as provided for in Exhibit A, or in a form substantially similar.

Section 4. The Village Manager is hereby authorized to execute the Employment Agreement and to take such other actions on behalf of the Village as may be necessary to assure this appointment.

Section 5. This Resolution shall be in full force and effect upon its adoption. It is the intent of the Council that the Employment Agreement will be effective upon signature by all parties.

  
\_\_\_\_\_  
Brian Housh, President of Council

Passed: 11-7-2022

Attest:   
\_\_\_\_\_  
Judy Kuntner, Clerk of Council

Roll Call: Brian Housh \_\_Y\_\_ Marianne MacQueen \_\_Y\_\_ Kevin Stokes \_\_Y\_\_  
Carmen Brown \_\_Y\_\_ Gavin DeVore Leonard \_\_Y\_\_

## Exhibit A to Resolution 2022-65

Personnel Policy Manual of the Village. In the event Employee is discharged for Cause as defined below, the Village shall have no obligation to provide severance pay or benefits pursuant to this Paragraph.

For purposes of this Agreement, "Cause" shall mean: (a) failure to perform Employee's duties (other than any such failure resulting from incapacity due to physical or mental illness); (b) failure to comply with any valid and legal directive of the Village Manager; (c) engaging in dishonesty or illegal conduct; (d) embezzlement, misappropriation or fraud, whether or not related to Employee's employment with the Village; or (e) being charged with a crime that constitutes a felony or a crime that constitutes a misdemeanor involving moral turpitude.

### **4. Resignation:**

If Employee voluntarily resigns her position with the Village, Employee 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 Employee's service for all or any part of the thirty (30) day notice period, provided that the Village continues to pay Employee's salary during the remaining notice period. Such a waiver by the Village will not trigger the severance pay provisions of Paragraph 3 above.

### **5. Salary:**

The Village agrees to pay Employee an annual salary of \$85,000.00, commencing on November 14, 2022. Mutually agreeable changes and adjustments may be made by the Village at any time. Salary shall be payable in equal installments every two weeks, at the same time and in the same manner as other employees of the Village. In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Village Manager may determine is desirable to do so on the basis of an annual performance evaluation (Article 7).

### **6. Benefits:**

All applicable provisions of the Village's Personnel Policy Manual relating to employee benefits, including but not limited to 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 Employee as they would to other employees of the Village, in addition to all benefits included herein.

The Village shall provide Employee with life insurance in the amount of \$50,000.00, subject to acceptance by carrier with double indemnity for accidental death.

Paid vacation shall accrue at the rate of 120 hours per year, accrued January 1 of each calendar year. Employee may not carry forward more than eighty hours of vacation from one calendar year to the next and unused vacation time will not be paid at the end of the calendar year unless specifically authorized by the Village Manager, in writing. Employee shall receive compensation for unused, accrued vacation leave, at the then current rate of pay, upon termination without Cause or upon resignation with timely notice as set forth in Paragraphs 3 and 4 above.

### **7. Performance Evaluation**

Employee shall be eligible for a merit raise of up to 4% of her annual salary following a review of Employee's performance after six (6) months. Employee shall thereafter receive annual reviews in twelve (12) month cycles. These evaluations shall be in accordance with the criteria and format developed jointly by Employee and the Village Manager.

**8. Indemnification**

The Village shall defend, save harmless and indemnify Employee 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 Employee's duties as Finance Director. The Village, or its insurance carrier, may, without personal cost to Employee, 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 Employee but which are based on events which are alleged to have occurred during Employee'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 Employee's criminal activity.

**9. Other Terms and Conditions of Employment**

The Village Manager and Employee 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.

**10. General Provisions.**

A. The text herein and 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 the heirs at law and executors of the Employee.

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

D. This agreement shall be effective beginning November 14, 2022.

E. 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.

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

**11. Severability**

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.

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

Exhibit A to Resolution 2022-65

VILLAGE OF YELLOW SPRINGS

By: \_\_\_\_\_  
Village Manager

Date: \_\_\_\_\_

Its \_\_\_\_\_

EMPLOYEE

\_\_\_\_\_

Date: \_\_\_\_\_