

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2022-21**

APPROVING THE APPOINTMENT OF PAIGE BURGE AS CHIEF OF POLICE

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

WHEREAS, pursuant to Resolution 2021-57, Sergeant Paige Burge has served as Interim Chief since November 15, 2021, and has demonstrated outstanding leadership qualities and capabilities throughout her service; and

WHEREAS, candidates for the Chief position were interviewed by the Village Manager and the Manager’s Police Chief Search Committee and then by Village Council, and the Village Manager solicited responses from all Village residents and stakeholders who participated in the public forum or interview process, the results of which demonstrated significant support from a variety of stakeholders for Burge’s hire; and

WHEREAS, after conclusion of the search and interview process, the Village Manager herewith appoints Paige Burge to the permanent position of Chief of Police by means of the attached Exhibit A.

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

Section 1. The terms of appointment of Paige Burge as Chief of Police are hereby approved by Village Council, pursuant to a contract negotiated with the Village Manager in a form substantially similar to the attached Exhibit A.

Section 2. This Resolution shall be in full force and effect upon its adoption.

Brian Housh, President of Council

Passed: 3-21-2022

Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh __Y__ Marianne MacQueen __Y__ Kevin Stokes __Y__
Lisa Kreeger __Y__ Carmen Brown __Y__

**VILLAGE OF YELLOW SPRINGS
EMPLOYMENT AGREEMENT
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 March 21, 2022, 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 the Chief of Police is a 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 Police Chief effective March 21, 2022 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.

In addition, Burge shall attend all meetings of Village Council and such other functions as may be directed by Village Manager or required by prudent management of the Village, and shall take reasonable steps to ensure that other Village personnel are available to respond to emergencies in her absence.

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 term of three (3) years. The six (6) month period from the effective date of this agreement is a probationary period for promotion pursuant to Section 205 of the Personnel Policy Manual. 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 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 her employment without Cause, the Village will pay compensation for any accrued benefits in accordance with the Personnel Policy Manual. If Burge is discharged Without Cause, she is entitled to \$50,000.00 in compensation. 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:

A. Base Salary: The Village agrees to pay Employee an annual salary of \$81,500.00 commencing on Employee's first day of this Agreement. Salary shall be payable in equal installments every two (2) weeks, at the same time and in the same manner as other employees of the Village. Furthermore, the Village 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 or sooner if

the Village Manger determines an increase in benefits is appropriate based on meeting the performance measures established by Village Council.

B. Benefits: Health insurance and dental insurance will be offered in accordance with the insurance plan for other salaried and non-salaried employees. Employee shall receive the same holidays and personal leave days as other salaried and non-salaried employees of the Village. Sick time will be accrued at the same rate and schedule as specified for other salaried and non-salaried employees. Employee shall not be eligible for overtime-premium pay. Employee shall receive 120 hours (3 weeks) of vacation annually, as approved by the Village Manager. Employee may carry a maximum of 40 hours of vacation forward from one calendar year to another, nor be entitled to receive extra compensation in lieu of unused vacation.

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 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 to establish other terms and conditions of employment if necessary, 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: _____