

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2022-36**

**APPROVING AN EMPLOYMENT AGREEMENT WITH MICHELLE ROBINSON AS
ACCOUNTING AND PAYROLL MANAGER**

WHEREAS, on March 21, 2022, Village Council, by Ordinance 2022-08, approved the position description of Accounting/Payroll Manager as a salaried, exempt, unclassified position as an amendment to the Village Personnel Policy Manual; and

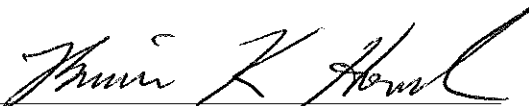
WHEREAS, the Village Manager is responsible for appointment of employees pursuant to Section 31 of the Village Charter and engaged in a thorough search and interview process; and

WHEREAS, the Village Manager recommends the hiring of Michelle Robinson as Accounting and Payroll Manager with a negotiated agreement to reflect the terms of employment,

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

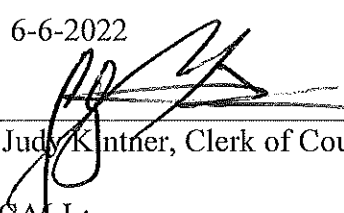
Section 1. Michelle Robinson is appointed to serve as Accounting/Payroll Manager pursuant to the terms of the contract negotiated with the Village Manager attached and incorporated as Exhibit A, or in a form substantially similar to the attached Exhibit A.

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



Brian Housh, President of Council

Passed: 6-6-2022

Attest: 

Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh __Y__

Marianne MacQueen __Y__

Kevin Stokes _Y_

Carmen Brown __Y_ Gavin DeVore-Leonard __Y__

**VILLAGE OF YELLOW SPRINGS
EMPLOYMENT AGREEMENT
ACCOUNTING/PAYROLL MANAGER**

This Employment Agreement ("Agreement") is between the **Village of Yellow Springs**, Ohio, a municipal corporation ("the Village"), and **Michelle Robinson** ("Employee"), with an effective date of June __7__, 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 on March 21, 2022, Village Council approved the position of Accounting/Payroll Manager as a salaried, exempt, unclassified position pursuant to the Village Personnel Policy Manual; and the Village Manager has selected Employee to serve in that capacity;

WHEREAS, the Village has the authority to establish certain conditions of employment, including benefits, of said Employee; and

WHEREAS, Employee 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 Employee as Accounting/Payroll Manager. Employee shall perform the duties set forth in the position description, including such functions as the Village Manager and Finance Director may from time to time assign.

Employee shall devote a minimum of eighty (80) hours on a bi-weekly basis (concurrent with pay periods) to official Village business. Employee shall be designated as an "Exempt" employee and it is expected that Employee shall work a minimum of forty (40) hours each week. It is recognized that the Employee must devote some time outside normal office hours to business of the Village. Employee 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 and/or Finance Director.

Employee 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.

Employee 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 an indefinite term of years as 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 Employee, subject to provisions set forth in Paragraph 3 of this Agreement and the Personnel Policy Manual. Likewise, nothing in this Agreement is intended to prevent, limit or otherwise interfere with the right of Employee to resign at any time from Employee's position with the Village.

3. Termination:

If Employee is discharged at any time during Employee's employment without Cause, the Village will pay compensation for any accrued benefits in accordance with the Village's Personnel Policy Manual. In the event Employee 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 Employee'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 Employee or any other person; (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 from 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. Regardless of such a waiver by the Village, resignation or retirement by the Employee forfeits any rights of severance under this Agreement.

5. Salary:

The Village agrees to pay Employee an annual base salary of \$67,000.00, commencing on 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. 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 or cost of living adjustment (COLA) provided to all employees.

6. Benefits:

In acknowledgement of the Employee's prior municipal service, vacation has been negotiated to 120 hours annually and Employee will cash out accrued sick leave with a transfer of 250 hours of accrued sick leave from the prior municipal employer. All other 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 as negotiated.

7. Performance Evaluation

The Village Manager and/or Finance Director shall review and evaluate the performance of Employee annually. This evaluation 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 an Accounting/Payroll Manager. 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/General Provisions

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

B. The text herein along with the Village Charter and ordinances and resolutions 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 the Village Manager and Employee.

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

D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

E. 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.

F. 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 Manager has executed this agreement on behalf of the Village, and Employee has executed this Agreement in her personal capacity, as set forth below.

VILLAGE OF YELLOW SPRINGS

By: _____
Josue Salmeron, Village Manager

Date: _____

EMPLOYEE

Michelle Robinson

Date: _____