

RECORD OF ORDINANCES

Ordinance No. 12-100-2024

Passed 12-10, 2024

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SEPARATION AGREEMENT WITH A CITY EMPLOYEE AND DECLARING AN EMERGENCY.

WHEREAS, in response to concerns expressed by employees of the Circleville Fire Department and a grievance arbitration has been conducted into allegations of misconduct involving such employee; and

WHEREAS, subsequent to the completion of the arbitration and upon discussion between the City and employee, both the City and employee are desirous of ending the relationship with one another in accordance with the terms as outlined in the attached Separation Agreement.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, STATE OF OHIO:

SECTION I: That the Mayor is hereby authorized to enter into a Separation Agreement with Captain Micah Reese and Circleville International Association of Fire Fighters Local 1232, under which the parties agree to voluntarily resign Captain Reese's position with the City of Circleville Fire Department effective December 10, 2024. The terms of his resignation shall be in accordance with the Separation Agreement attached hereto as Exhibit "A," and incorporated herein by reference.

SECTION II: The terms of this Agreement sets forth all terms and provisions relative to wages, benefits, terms and conditions of employment which the parties intend to agree during the life of this Agreement.

SECTION III: That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the health, safety and welfare of the citizens of the City of Circleville, such emergency arising out of the immediate need to enter into the Separation Settlement Agreement, with this employee and to otherwise comply with its terms within the timeframes provided, so that this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: 12-10-2024
DATE

Barry D. Kelle
PRESIDENT OF COUNCIL

ATTEST: Melissa Br
CLERK OF COUNCIL

APPROVED: 12-10-2024
DATE

Walter R. Boston
MAYOR

APPROVED AS FORM:

KC
KENDRA C. KINNEY - LAW DIRECTOR

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“Agreement”) is made and entered into by and between Micah Reese (hereinafter, “Employee” or “Reese”) and the City of Circleville, Ohio (hereinafter, “City” or “Employer”) its employees, elected officials, representatives, successors, and assigns.

WHEREAS, Employee has been employed with the City in the Circleville Fire Department since on or around June 6, 2016;

WHEREAS, more recently, Employee has been employed as the Fire Captain by the City since on or around September 30, 2020;

WHEREAS, on or around February 6, 2024, the City placed Employee on administrative leave with pay in order to conduct an internal investigation into allegations of potential misconduct by Employee;

WHEREAS, the City began its internal investigation into allegations of potential misconduct by Employee, and Employee was terminated on March 14, 2024;

WHEREAS, a grievance was filed on behalf of Reese by the IAFF alleging his termination was not for “just cause”;

WHEREAS, an arbitration hearing was scheduled and held on September 11, 2024.

WHEREAS, an opinion and award were rendered on November 7, 2024, citing the City did not have just cause for imposing a termination, but rather reduced the termination to a 3-day suspension.

WHEREAS, Employee was reinstated to his position as Fire Captain effective November 7, 2024.

WHEREAS, Employee resumed his work for the City from home until a Fitness for Duty examination could be completed.

WHEREAS, on or around December 6, 2024, representatives of the City and Employee met for the purpose of discussing an agreeable resolution in the interest of both parties.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

- 1) Employee agrees to voluntarily resign from his employment with the City effective December 10, 2024, which shall be irrevocable upon the signing of this Agreement.

- 2) Employee shall submit a notice of voluntary resignation to be maintained in his personnel file.
- 3) The City, by executing this Agreement, accepts Employee's voluntary resignation effective the date outlined above in paragraph 3.
- 4) Employer agrees to pay Employee the lump sum of Ninety-Three Thousand, Four Hundred Eighty-Seven Dollars and Seventy-Two Cents (\$93,487.72) within thirty (30) days of the execution of this agreement. This constitutes one year of salary at Employee's current rate of pay on December 10, 2024. This payment shall be made directly to Employee. In consideration of the aforesaid payment, Employee acknowledges and agrees that he is solely responsible for any tax liabilities and consequences that may result from the receipt of the payments referenced herein. The parties acknowledge and agree that such payment shall not include any personal, city, state, or federal withholdings and/or any other deductions.
- 5) Employee agrees that he will not seek re-employment with the City.
- 6) Employee shall receive payment for his accrued, but unused vacation leave and holiday leave in the following amounts, subject to the appropriate taxes, withholdings and/or any other deductions:

Holiday:	144 Hours
Vacation Leave:	216 Hours
Personal Leave:	8 Hours

All payments for accrued, but unused leaves shall be at Employee's hourly rate at the time of his voluntary resignation. Employee's hourly rate at the time of his voluntary resignation is \$32.1043.

- 7) Employee shall receive no other payments from the City, except as outlined above in Paragraphs 4 and 6.
- 8) The terms of this agreement shall be non-precedent setting in matters between the parties;
- 9) The parties agree that neither will disparage one another. Further, the parties agree that they shall mutually assist one another, as necessary.
- 10) The parties understand and recognize that this Separation and Release Agreement, may be subject to public disclosure consistent with Ohio's public records laws.

11) Employee, for himself, his heirs, executors, administrators, successors and assigns, agrees to release and forever discharge the City, its agents, servants, representatives, elected officials and employees from, and waives his right to bring against them now or in the future, any and all claims, damages, demands, liabilities, equities and causes of action both known and unknown, legal and equitable, accruing or accrued to the Employee prior to the execution of the Agreement and arising out of his employment with, and separation of employment with Employer. This waiver and release encompass all claims that may be brought pursuant to Federal or State statute or common law, including, but not limited to, laws concerning civil rights, discrimination, violations of Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, violations of Ohio Rev. Code Chapter. 4112 and 4113, 42 USC § 1983, Workers Compensation Retaliation, violation of Ohio Public Policy, and to any claims that may be asserted against Employer, its agents, servants, representatives, and employees in either their official or individual capacities.

Irrespective of the foregoing paragraph, Employee and Employer agree and acknowledge that the provisions of Chapter 2744 of the Ohio Revised Code are not waived or released by this Agreement. The parties acknowledge the duty of Employer to defend and indemnify Employee consistent with the terms of Chapter 2744 of the Ohio Revised Code for any past, present, or future complaint against Employee.

12) The parties agree and acknowledge that they have been given a reasonable period of time within which to consider this Agreement and to fully review and discuss the terms of this Agreement with their respective attorneys. The parties acknowledge that they understand and accept the terms of this Agreement and enter into it voluntarily.

13) The parties agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding between the parties, that no other representation, promise, covenant, or agreement of any kind whatsoever has been made to cause any party to execute this agreement, and that all agreements and understanding between the parties are embodied and expressed herein. The parties also agree that the terms of this Agreement shall not be amended or changed except in writing and signed by both parties or a duly authorized agent.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed.

Employee

Date

Union Representative / Attorney

Date

Employer

Date

DRAFT