CITY OF WYOMING

EMPLOYMENT AGREEMENT – DIRECTOR OF COMMUNITY SERVICES

THIS AGREEMENT between Rebecca L Rynbrandt, (V.,

(hereinafter "Director"), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the "City") is made effective December 15, 2008, on the following terms:

1. **TERM .** The City hereby employs Director as Director of Community Services of the City. This appointment shall be effective December 15, 2008. Director understands that as Director of Community Services she serves at the pleasure of the City Manager, who may terminate Director at any time as provided by the City Charter and City Code.

2. **PERFORMANCE.** Director agrees to perform the duties of Director of Community Services in a competent and professional manner. A job description has been provided Director that the City may periodically revise with notice to the Director. Director shall report to and be supervised by the City Manager.

3. **SERVICE DATE.** Director's date of service with the City is July 31, 1995. Director shall be credited with all earned benefits from her service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION.** Director's salary for the position shall be established by the City Manager in accordance with the annual budget authorization, the City Charter and City Code. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** Director shall be provided the same insurance, retirement, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, and longevity as provided to department head employees in the Administrative and Supervisory Association. Effective January 1, 2009 and each year thereafter, Director shall be credited with an additional 40 hours of annual vacation (earn a maximum of 240 hours vacation per year). Vacation carryover shall be limited to the maximum allowable accumulation in effect prior to January 1, 2009. Health insurance employee contributions and opt out provisions shall be on the same basis as members of the Administrative and Supervisory Association.

6. **VEHICLE USE.** The City shall provide Director with the use of a late model automobile. All maintenance, fuel, operating costs, and any other expenses of the automobile shall be borne by the City.

7. **SEVERANCE PAY.** The following conditions shall determine severance to Director.

(a) If Director resigns or her employment is terminated for any of the following reasons, she shall not be entitled to any severance pay and her compensation will terminate on the last day worked:

(1) Criminal misconduct.

(2) Conviction of any felony, or of a misdemeanor involving bodily harm or dishonesty.

(3) Substantial failure to perform the duties of Director of Community Services.

(b) If Director's employment is terminated by the City for any reason not set forth in subparagraph (a), or she voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, she shall be entitled to severance pay in the amount equal to six months of pay, unused vacation and sick leave, pay out of other accrued benefits, and her insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.

(c) Upon separation of employment for any reason other than those covered under paragraph (b), Director shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

8. DISPUTES. Any disputes arising out of the terms and conditions of this Agreement may be submitted by Director to an arbitrator mutually selected by the City and Director, which selection shall be in accordance with the procedures of the American Arbitration Association. The City and Director shall share equally the cost of the arbitrator and each shall be responsible for their own attorney's fees, except as provided below. If Director prevails, the City will pay the arbitrator's fees and expenses. In addition, if Director prevails and if the arbitrator finds that the City's position was arbitrary or capricious, the arbitrator may award that Director be reimbursed for her reasonable attorney's fees.

9. RESIGNATION. The Director may resign her employment at any time upon 30 days' written notice to the City. Such resignation shall not entitle Director to severance pay under paragraph 7 unless the City has agreed otherwise in writing.

10. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to Director or to the employment relationship between Director and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

11. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

12. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

CITY OF WYOMING

Dated: 12.8.08

Curtis Holt
Its: City Manager

Dated: 12/2/08

Rebecca L. Rynbrandt
Director of Community Services

12/08

Rynbrandt

JFK/pjl
Human Resources/120108

RESOLUTION NO. 23126

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE EMPLOYMENT AGREEMENTS WITH THE DIRECTOR OF COMMUNITY SERVICES, DEPUTY CITY MANAGER, DIRECTOR OF ADMINISTRATIVE SERVICES, AND DIRECTOR OF PUBLIC WORKS

WHEREAS, the City Manager desires to enter into employment agreements with officers and employees in administrative service for the City, and

WHEREAS, Section 4.7 of the City Charter allows the City Manager to "...exercise his judgement in the appointment or employment of officers and employees in the administrative service," and

WHEREAS, the City Manager has negotiated employment agreements with the Director of Community Services, Deputy City Manager, Director of Administrative Services, and Director of Public Works, now therefore,

BE IT RESOLVED, that the City Manager is authorized to execute employment agreements with the Director of Community Services, Deputy City Manager, Director of Administrative Services, and Director of Public Works, and

BE IT FURTHER RESOLVED, that the City Manager is authorized to approve future amendments to the agreements that are generally equivalent to the existing City of Wyoming bargaining agreements.

Councilmember Vanderwood moved, seconded by Councilmember Bolt, that the above Resolution be adopted.

Motion carried: 7 Yeas, 0 Nays

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan, at a regular session held on the 1st day of December, 2008.

Leanne Johnson

Leanne Johnson
Wyoming Deputy City Clerk