

**VILLAGE OF YELLOW SPRINGS
RESOLUTION #2007-12**

WHEREAS, Deborah Benning has served as Interim Village Treasurer, and

WHEREAS, it is the desire and intent of Council to continue her employment, and

WHEREAS, due to a change in duties there will be no increase in compensation.

**NOW, THEREFORE, THE COUNCIL OF THE VILLAGE OF YELLOW SPRINGS,
OHIO HEREBY RESOLVES THAT:**

Section 1. The employment of Deborah Benning as Interim Village Treasurer is hereby renewed.

Section 2. The attached employment agreement, incorporated herein by reference, is hereby approved.

Section 3. There will be no increase in compensation.

Section 4. The Vice President of Council is hereby authorized and directed to execute the aforesaid employment agreement with Deborah Benning on behalf of the Village.

Karen Wintrow, Vice President of Council

Passed: May 7, 2007

Attest: _____
Deborah Benning, Clerk of Council

ROLL CALL:

Karen Wintrow __Y__ Bruce Rickenbach __Y__ Judith Hempfling __Y__
Kathryn Chase __Y__ Kathryn Van der Heiden __Y__

EMPLOYMENT AGREEMENT

INTERIM TREASURER OF YELLOW SPRINGS, OHIO

This agreement is entered into this day of May 7, 2007 between the COUNCIL OF THE VILLAGE OF YELLOW SPRINGS, OHIO, hereinafter called Village Council, and DEBORAH BENNING, hereinafter called Employee.

WHEREAS the Village Council desires to employ the services of said Employee as Interim Village Treasurer of Yellow Springs as provided by Article 5, Section 34 and other sections of the Charter of the Village of Yellow Springs, Ohio; and

WHEREAS it is the desire of the Village Council to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and,

WHEREAS Employee desires to accept employment as Interim Village Treasurer of the Village of Yellow Springs;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. DUTIES:

- a) The duties of the Employee, as directed in Chapter 238 of the Village Codified Ordinances, shall include custodianship of all monies of the Village, the payment of money on warrants issued by the Village Manager, and such other duties, as may be required by Council or State Law.
- b) The employee shall not be required to keep regular hours in serving the Village but shall arrange to be available to the Village Manager and /or the Finance Director at times convenient to them and mutually agreed upon.

Section 2. TERM: Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Village Council to terminate the services of Employee at any time, subject to the provisions of the Village Charter.

Section 3. SALARY AND BENEFITS: The Village Council agrees to pay the Employee for her services on the following basis:

- a) The Employee shall be paid on a monthly basis based on annualized salary of \$3,000.00 commencing the 17th day of January, 2006 shall remain into affect.
- b) The Employee shall not be entitled to any benefits commonly extended to Village employees except as stated hereafter.
- c) It is agreed and understood that the Employee shall not be compensated according to pay schedules, benefits, or step increases provided for other Village employees. Village Council will conduct an annual performance review upon which merit increases may be based.
- d) The Employee shall be included in the worker's compensation program of the Village.
- e) The Employee shall be included in the Public Employee Retirement System Program of the Village.
- f) Personal leave and sick leave shall not be included as benefits for the Employee.

Section 4. GENERAL PROVISIONS:

- a) The text herein and the Village Charter and ordinances shall constitute the entire agreement between the parties.

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

c) This agreement shall be effective beginning the day of May 7, 2007.

d) If any provision of this agreement is held to be invalid, illegal or unenforceable, the remainder of this agreement shall not be affected and shall remain in full force and effect.

e) This contract may be terminated by the Employee upon the giving of thirty (30) days notice to the Village of her intention to terminate at the end of such thirty (30) day period.

IN WITNESS WHEREOF, the Village Council of Yellow Springs, Ohio has caused this agreement to be signed on its behalf by the President of Council and duly attested to by the Clerk of Council, and the Employee has signed this agreement on the dates recorded with their signatures.

Village Council of the Village of Yellow Springs

By Karen Wintrow, Vice President of Council

Deborah Benning, Employee

Attest: _____
Deborah Benning, Clerk

Attest: _____
Karen Wintrow, Vice President

Date: _____