

**VILLAGE OF YELLOW SPRINGS**

**RESOLUTION #2007-23**

**WHEREAS**, the Village Council has decided to amend the employment agreement of Deborah Benning the Clerk of Council to allow for a due process clause.

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

**Section 1.** The following due process clause will be included in the amended employment agreement:

**“The Clerk of Council shall serve as an at-will employee of the Council subject to the terms of the Village Charter, Ordinances and Resolutions and Employment Contract. The Clerk of Council may only be terminated by the following procedure: Any member of Council may, at any Council meeting, introduce a motion to terminate the Village Manager.. If such motion is seconded, the matter shall then immediately be tabled until the following Council meeting. At the following Council meeting, the Clerk of Council shall have the opportunity to have a hearing before Council, either in public or in Executive Session, at the employee’s request, to present information the employee feels is relevant to the question of whether they should be terminated. Following the end of that hearing, the Motion shall be automatically removed from the table and, following deliberation by Council, a vote taken on its adoption.**

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

**Section 3.** The Vice President of Village Council is hereby authorized and directed to execute the aforesaid amended employment agreement with Ms. Benning on behalf of the Village of Yellow Springs.

\_\_\_\_\_  
Karen Wintrow, Vice President of Council

Passed: August 6, 2007

Attest: \_\_\_\_\_  
Deborah Benning, Clerk of Council

Roll Call:

Rickenbach \_\_Y\_\_    Wintrow \_\_Y\_\_    Hempfling \_\_Y\_\_

Chase \_\_Y\_\_    Van der Heiden \_\_Y\_\_

## EMPLOYMENT AGREEMENT

### CLERK OF COUNCIL

December 18, 2006 and amended July 16, 2007

The Village Council hereby employs Deborah L. Benning (“Employee”) to serve as Clerk of Council as a part time, unclassified employee. Such employment shall, as provided in the Village Charter, be at the pleasure of Council.

1. **Duties and Hours.** The Village Council hereby appoints Employee as Clerk of Council of the Village in accordance with Section 16 of the Charter of the Village of Yellow Springs. The Employee shall be expected to work in the Village office thirty (30) hours each week and during such time to perform duties including, but not limited to: research and draft legislation for the Council’s consideration, keep and index records of all Council proceedings, address and fulfill public records requests, manage the office and any volunteers or interns working therein, manage the records commission, update and manage the Village website, coordinate projects, including seminars and workshops, and other such duties as may be required by the Council.

In addition to her office hours, the Employee shall attend and take minutes of all regularly scheduled meetings of Village Council, Planning Commission and Board of Zoning Appeals, and any other meetings as directed by the Council.

2. **Extra Time Off.** It is expected that, through a combination of office hours and meetings, the Employee shall work approximately thirty-four (34) to thirty-six (36) hours per week on a regular basis. Employee shall be designated as an “Exempt” Employee pursuant to the Fair Labor Standards Act and is therefore not entitled to overtime compensation. However, in recognition of her extra efforts on behalf of the Village, for each hour worked over thirty-six (36) in any single workweek (Monday through Sunday), Employee shall be entitled to one (1) paid hour of leave to be taken at a mutually agreeable date and time. Employee shall be entitled to accrue a maximum of twenty-four (24) hours of extra time off pursuant to this paragraph.
3. **Salary.** The Employee shall be entitled to an annual salary of \$40,040.00 paid bi-weekly in the same manner and on the same schedule as the Village’s present payroll.
4. **Performance Evaluation and Pay Adjustment.** The Employee will receive an annual performance evaluation. Merit pay adjustments will be based upon the evaluation. The Employee shall be entitled to cost-of-living adjustments applied in the same manner as applied to classified employees. It is agreed and understood that the Employee shall not be compensated according to any pay schedules or step increases provided for classified employees. The Village Council shall perform an annual performance review upon which merit increases may be based.

5. **Benefits.** The Employee shall be entitled to all benefits including health, dental and life insurance commonly extended to classified employees at a prorated rate contributed by the Village, except as otherwise specified herein. Specifically with respect to health insurance, the Village shall contribute 85% of the cost of the premium for the core health insurance plan provided to classified employees. The remaining premium for the core health insurance plan and any cost associated with a voluntary buy-up to any premium plan offered shall be borne solely by Employee. The Employee shall be included in the Worker's Compensation Program, Public Employees Retirement System and the Employee Assistance Program of the Village.
6. **Vacation and Other Leaves of Absence.** The Employee shall receive three (3) weeks of paid vacation (a total of ninety (90) hours) and three (3) weeks of paid sick leave (a total of ninety (90) hours) per calendar year to be requested and approved in advance by the President of Council. Employee shall be entitled to all holidays designated for classified employees. In addition, the Employee shall be entitled to four (4) personal leave days, equivalent to a total of twenty-four (24) total hours, during each calendar year, on a non-accumulating basis, which days may be used for any reason, including, but not limited to, the Employee's own illness or injury. However, the Employee shall not be entitled to use personal leave on days when Village Council, the Planning Commission, or the Board of Zoning Appeals is scheduled to meet, except with prior consent of the President of Council.
7. **Severability.** If any provision, or portion thereof, contained in the Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
8. **Term and Termination.** This agreement shall be effective for the payroll period, which includes the 1st day of November 2006 and continue in full force until terminated by the Employee or Council as provided herein. This agreement may be terminated by the Employee or by the Council upon giving of thirty (30) day's advance written notice to the terminating party's intention to terminate at the end of such thirty (30) day period.

The Clerk of Council shall serve as an at-will employee of the Council subject to the terms of the Village Charter, Ordinances and Resolutions and Employment Contract. The Clerk of Council may only be terminated by the following procedure: Any member of Council may, at any Council meeting, introduce a motion to terminate the Village Manager.. If such motion is seconded, the matter shall then immediately be tabled until the following Council meeting. At the following Council meeting, the Clerk of Council shall have the opportunity to have a hearing before Council, either in public or in Executive Session, at the employee's request, to present information the employee feels is relevant to the question of whether they should be terminated. Following the end of that hearing, the Motion shall be automatically removed from the table and, following deliberation by Council, a vote taken on its adoption.

VILLAGE OF YELLOW SPRINGS

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
 Karen Wintrow  
 Vice President of Council

\_\_\_\_\_  
 Deborah L. Benning, Clerk of Council

