

VILLAGE OF YELLOW SPRINGS  
RESOLUTION 2020-03

Approving a Three Year Employment Contract and Wage Adjustment with the Clerk of Council

**WHEREAS**, Council has determined that retaining the services of Judith O. Kintner as the Clerk of Council is in the best interests of Council and of the Village;

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

**Section 1.** Judith O. Kintner is offered employment as Clerk of Council in terms substantially similar to those set forth in an Employment Agreement attached here as Exhibit A, with the following added wage adjustments:

**Section 2.** The Clerk shall receive a merit increase of 2.25% effective as of the first pay period of 2020.

**Section 3.** The Clerk shall receive a Cost of Living Adjustment of 2.25% effective as of the first pay period of 2020.

**Section 4.** The attached Employment Agreement shall be effective as of January 1, 2020 and shall be in force until January 1, 2023.

**Section 3.** The President of Village Council is hereby authorized and directed to execute the aforesaid Employment Agreement, including any non-substantive changes he deems to be in the best interest of the Village with Ms. Kintner on behalf of the Village of Yellow Springs.

\_\_\_\_\_  
Brian Housh, President of Council

Passed: 1-6-2020

Attest: \_\_\_\_\_  
Judy Kintner, Clerk of Council

**ROLL CALL:**

Brian Housh   Y        Marianne MacQueen   Y        Kevin Stokes   Y  

Lisa Kreeger   Y        Laura Curliss   Y

EMPLOYMENT AGREEMENT

CLERK OF COUNCIL

January 6, 2020

The Village Council hereby employs Judith O. Kintner (“Employee”) to serve as Clerk of Council. 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. Employee shall be designated as an “Exempt” employee and it is expected that, through a combination of office hours and meetings, the Employee shall work a minimum of thirty-five (35) hours each week. Employee further acknowledges that the proper fulfillment of her duties will often require the performance of necessary services at varying times and in excess of thirty-five (35) hours in any single workweek (Monday through Sunday). Employee shall not receive additional compensation based on hours worked in excess of thirty-five (35), but shall be allowed to establish an appropriate work schedule to offset hours worked in excess of thirty-five (35).

In addition thereto, Employee shall 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. Salary. The Employee shall receive an annual salary of \$55,361.59 paid bi-weekly in the same manner and on the same schedule as the Village’s present payroll. This salary will be paid without regard to the quality and quantity of the Employee’s work.

3. Performance Evaluation and Pay Adjustment. The Employee will receive an annual performance evaluation, and shall be eligible for discretionary merit pay adjustments and cost of living adjustments in the same manner as other non-union full-time employees of the Village.

4. 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. The Employee shall be included in the Workers’ Compensation Program, Public Employees Retirement System and the Employee Assistance Program of the Village.

5. Vacation and Other Leaves of Absence. The Employee shall be entitled to all benefits commonly extended to classified employees. Time off is to be requested and approved in advance by the President of Council. Employee shall be entitled to all holidays designated for

classified employees. 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.

6. Severability and Modifications. 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. This agreement is the entire agreement between the parties and can only be modified in writing and signed by both parties.

7. Term and Termination. This agreement shall be effective for the payroll period, which includes the 1<sup>st</sup> day of January, 2020 and shall continue in full force for a minimum term of three (3) years or 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 of the terminating party's intention to terminate at the end of such thirty (30) day period. This agreement shall supersede any previous agreement between the parties.

8. 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 Clerk of Council. 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 he or she 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: \_\_\_\_\_  
Brian Housh, President of Council

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Judith O. Kintner, Clerk of Council