

VILLAGE OF YELLOW SPRINGS
RESOLUTION 2025-06

**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,

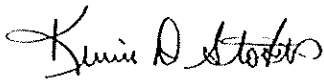
**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO
HEREBY RESOLVES THAT:**

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 an increase of 3.5% annual wage increase effective as of the first pay period of 2025, as well as any other benefits she is entitled to per her contract.

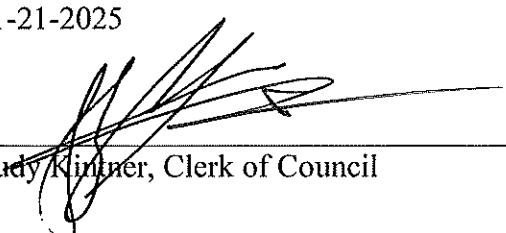
Section 3. The Clerk shall receive a merit increase of 2.5% effective from the day of this resolution forward.

Section 4. 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.



Kevin Stokes, President of Council

Passed: 1-21-2025

Attest: 

Judy Kintner, Clerk of Council

ROLL CALL:

Stokes __Y__

DeVore Leonard __Y__

Housh __Y__

Brown __Y__

Gustafson __Y__

EMPLOYMENT AGREEMENT

CLERK OF COUNCIL

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, 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 meetings of Village Council, Planning Commission and Board of Zoning Appeals, and any other meetings as directed by the Council, except with prior consent of the President of Council.

2. Salary. The Employee shall receive an annual salary of \$70,920.46 in the first year of this contract, paid bi-weekly in the same manner and on the same schedule as the Village's present payroll.

3. Performance Evaluation and Pay Adjustment. The Employee will receive an annual performance evaluation and shall be eligible for discretionary merit pay adjustments at Village Council's determination. If an annual employee wage increase has been approved by Village Council for employees per Section 252.05 of the Village's Codified Ordinances, Employee shall receive the same pay adjustment. If Employee receives a merit pay adjustment, that is in addition to the annual employee wage increase addressed herein.

4. Benefits. The Employee shall be entitled to prorated benefits, including health, dental and life insurance, vacation, sick and personal time 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.

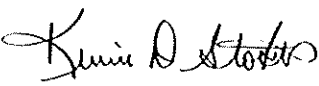
5. Vacation and Other Leaves of Absence. Time off is to be requested and approved in advance by the President of Council. Employee shall be entitled to all holidays designated for other Village employees. However, the Employee shall not be entitled to use vacation or personal leave on days when Village 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 1st day of January, 2025 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 and in accordance with Section 8 herein. 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: 1/21/25 BY: 
Kevin Stokes, President of Council

DATE: 1/21/25 BY: 
Judith O. Kintner, Clerk of Council