

Sponsor: Mayor Ruby Kinsey-Mumphrey

First Reading: May 14, 2018
Second Reading: May 29, 2018
Third Reading: Suspended, 2018
Adopted: May 29, 2018

**VILLAGE OF LINCOLN HEIGHTS
HAMILTON COUNTY, OHIO
RESOLUTION NO. 2018-R-28**

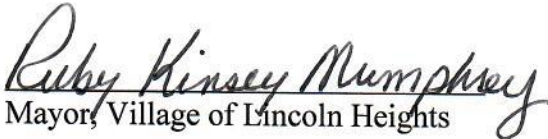
**RESOLUTION APPROVING EMPLOYMENT CONTRACT WITH GWEN
FRANKLIN AS THE CLERK OF COUNCIL**

BE IT RESOLVED by the Council for the Village of Lincoln Heights, Hamilton County, Ohio:

SECTION I That the contract of employment with Gwen Franklin to perform the services of Clerk of Council, attached hereto as **Exhibit A** and made a part hereof, is hereby approved.

SECTION II That this Resolution is hereby declared to be an emergency measure necessary for the health, safety and general welfare of the Village of Lincoln Heights. The reason for said emergency is the need to approve the contract of employment so that Gwen Franklin can serve as the Clerk of Council while Council completes the hiring process for a new Clerk of Council.

Adopted this 29th day of May, 2018.


Mayor, Village of Lincoln Heights

Attested:


Clerk of Council

RECORD OF VOTES CAST

	<u>Yes</u>	<u>No</u>	<u>Absent</u>
Mayor Ruby Kinsey-Mumphrey	X	—	—
Vice Mayor Jeannie Stinson	X	—	—
Phyllis Baber	—	—	X
Linda Childs-Jeter	X	—	—
Daronce Daniels	X	—	—
Kathy Goodwin-Williams	X	—	—
LaVerne Mitchell	X	—	—

CERTIFICATION OF PUBLICATION

I hereby certify that I have published the foregoing legislation beginning on May, 29, 2018, in accordance with Section 2.12 of the Charter for the Village of Lincoln Heights, Hamilton County, Ohio, by posting a complete copy of the legislation for at least 14 days after its adoption in 5 conspicuous places in the Village, to wit: 1) Healthcare Connection; 2) Seven Hills Seniors; 3) Friendship Plaza; 4) Centennial Apartments; and 5) Oak Park.


Clerk of Council

**EMPLOYMENT AGREEMENT
FOR THE CLERK OF COUNCIL OF
THE VILLAGE OF LINCOLN HEIGHTS**

This Employment Agreement ("Agreement") is made by and between **GWEN FRANKLIN** ("Employee") and **THE VILLAGE OF LINCOLN HEIGHTS, AN OHIO CHARTER MUNICIPALITY** ("Employer") effective as of **April 28, 2018** ("Effective Date").

WHEREAS, Employee served as the Clerk of Council for the past several years; and

WHEREAS, Employee resigned effective April 27, 2018 ("Resignation Date"); and

WHEREAS, Council was not able to hire a new Clerk of Council prior to the Resignation Date; and

WHEREAS, Employee agreed to continue serving as Clerk of Council after the Resignation Date while Council completed the process for hiring a new Clerk of Council.

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, the parties agree as follows:

(1) **Term**: Pursuant to Section 2.04 of the Charter for the Village of Lincoln Heights, Employee may continue to serve as Clerk of Council until such time as Council appoints a new Clerk of Council. Provided, however, that the foregoing shall not alter the "at will" nature of Employee's employment with Employer.

(2) **Duties**: Beginning on the Effective Date, Employee agrees to serve as Clerk of Council for the Village of Lincoln Heights. Employee shall perform the duties of the Clerk of Council set forth in the Charter, and as established by Council, ordinance, and state law.

(3) **Scope of Agreement**: Employee shall be paid an hourly rate consistent with her hourly rate prior to the Effective Date. In addition, Employee shall receive all benefits she received as Clerk of Council prior to the Effective Date.

(4) **Employment Hours**: Employee shall work as many hours as are necessary to effectively perform the duties of Clerk of Council, with the exception of work weeks during which recognized holidays occur, or work weeks during which Employee utilizes vacation benefits or sick leave benefits (collectively, "Personal Time Off"). Employee acknowledges and agrees that Employer's general business hours are 9:00AM to 5:30PM, Monday through Friday; however, Employee will have flexibility in her work schedule based on the Village's needs.

(5) **Return of Information and Property**: Upon termination of this Agreement, Employee agrees to immediately return to Employer all materials, documents, samples, supplies, and other personal property belonging to Employer.

(6) **Assignment:** This Agreement is personal to Employee and may not be sold, assigned, pledged, factored or otherwise transferred or assigned by her in any way.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement as of the Effective Date.

EMPLOYEE:



Gwen Franklin, Individually

Village of Lincoln Heights

By: 

Rebecca A. Hopkins, Village Manager

APPROVED TO AS FORM:



Deepak K. Desai, Law Director