

DATE: April 7, 2009
TO: Mayor and City Council
FROM: City Manager
SUBJECT: City Clerk Appointment – Approval of Employment Agreement

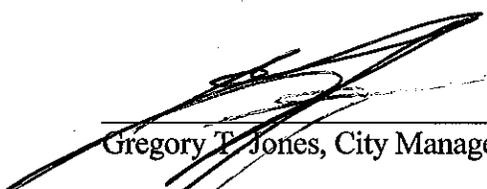
RECOMMENDATION

It is hereby recommended that Council adopt the resolution appointing Miriam Lens as City Clerk and approving the Employment Agreement.

DISCUSSION

Pursuant to the direction of Council, attached is a resolution appointing Miriam Lens as City Clerk. Also attached is the Employment Agreement referenced as Exhibit A.

Approved by:



Gregory T. Jones, City Manager

Attachment: Exhibit A: City Clerk Employment Agreement
Draft Resolution (1)

EXHIBIT A

EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF HAYWARD
AND
MIRIAM LENS

THIS AGREEMENT is between the CITY OF HAYWARD (hereinafter City) and MIRIAM LENS (hereinafter Employee).

STATEMENT OF FACTS

City desires to appoint MIRIAM LENS to serve as the City Clerk of the City of Hayward as provided by the City Charter.

MIRIAM LENS desires to serve as the City Clerk of the City of Hayward.

The Mayor and City Council, as appointing authority, desire to agree in writing to the terms and conditions of MIRIAM LENS as the City Clerk.

AGREEMENT

1. TERM.

The term of this Agreement shall be for an initial period of two (2) years from March 17, 2009 through March 16, 2011. Thereafter, this Agreement shall automatically be renewable on its anniversary date for terms of one (1) year until terminated by either party as provided herein.

2. DUTIES.

City hereby agrees to employ MIRIAM LENS as City Clerk of the City of Hayward to perform the functions and duties specified in the City Charter, ordinances, and resolutions of the City, and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign.

PERFORMANCE PLAN.

- a. Prepare a strategic plan for the City Clerk's Office operations, to include the appropriate use of technology to improve efficiency and service.
- b. Prepare a description of efforts to work interdepartmentally, as well as externally, to promote the City and increase communication with the public.
- c. Prepare a plan for building cooperative working relationships with the Mayor and City Council, as well as the City Manager and City Attorney.

d. Prepare a description of efforts to enhance Elections knowledge and experience, presentation skills, and other job related knowledge and skill requirements.

3. TERMINATION AND SEVERANCE PAY.

The City Council may terminate the services of the Employee at any time, but if it does, the City must comply with this section concerning severance pay.

Employee may resign at any time from her position with the City, but if she does, she shall provide the City at least ninety (90) days advance notice.

If Employee is terminated by the City Council while still willing and able to perform the duties of City Clerk, City agrees to pay Employee, in addition to any other amounts that may be due Employee at the time of separation of employment under the provisions of the Resolution setting forth terms and conditions for employees assigned to the City's Unrepresented Management Unit, a lump sum cash payment as severance pay. The amount of severance pay shall be equivalent to three (3) months of Employee's base salary and health benefits: medical, dental, and vision.

For purposes of calculating any severance payment, the term base salary used in this Agreement shall mean the hourly rate of pay for the City Clerk provided in the City's Positions and Salaries Resolution that is effective on the date the termination is effective.

If Employee is terminated because of a conviction of a felony or other serious criminal offense involving moral turpitude which brings discredit upon the City of Hayward, then City shall have no obligation to pay the aggregate sum designated for severance pay.

4. SALARY.

City agrees to pay Employee ninety-three thousand eight hundred and twenty-nine dollars (\$93,829.00) per year for services provided by Employee, payable in installments at the same time as other employees of the City are paid. City agrees to increase said salary, and other benefits that are provided to Employee by virtue of her employment with City, in such amounts and to such an extent as the City Council may determine to be desirable. City agrees to review the adequacy of the salary and benefits provided Employee at the same time as similar consideration is given other employees in the City's Unrepresented Management Unit, though City may do so at intervening times as well if it determines that an additional review is warranted.

5. VACATION, SICK, AND ADMINISTRATIVE LEAVE.

a. Employee shall be entitled to a total of twenty (20) days of vacation annually, exclusive of holidays recognized by the Employer, to which the Employee shall also be entitled.

b. Employee shall be entitled to eighty (80) hours of administrative leave annually as provided by the Memorandum of Understanding (MOU) for the Unrepresented Management Unit. Employee shall accrue sick and vacation leave per pay period.

c. All actions taken by the City Council relating to the employee benefits for employees in the Unrepresented Management Unit shall be considered actions granting the same benefits to Employee. As used herein, employee benefits include, but are not limited to: sick leave, holiday pay, deferred compensation, retirement (PERS) benefits and payments, health insurance, dental insurance, life insurance, and long-term disability insurance.

d. In the event of termination, either voluntarily or involuntarily, the Employee shall be compensated for accrued sick and vacation time, as of the date of termination, as provided by the Unrepresented Management Unit Memorandum of Understanding (MOU).

6. RETIREMENT

The Employer agrees to enroll the Employee into California Public Employees Retirement System (PERS), and during the life of this Agreement to make the appropriate contributions as required to PERS for both the Employee seven percent (7%) and the Employer. Employee shall be required to supplement the Employee portion of the PERS contribution by paying one percent (1%) per annum.

7. PERFORMANCE EVALUATION.

The City Council and Employee, at the discretion of the City Council, shall meet annually, or more often as the City Council deems necessary, to evaluate Employee's performance and consideration of step increase to annual salary.

8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The City Council shall fix by resolution any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provision of this Agreement, the City Charter, or other law.

9. ASSIGNMENT.

This Agreement is not assignable by either City or Employee.

IN WITNESS WHEREOF, the City of Hayward has caused this Agreement to be executed by the Mayor and attested by the City Clerk, and Employee has signed it.

MIRIAM LENS, Employee

MAYOR, City of Hayward

ATTEST:

CITY CLERK, City of Hayward

APPROVED AS TO FORM:

Michael Lawson
CITY ATTORNEY, City of Hayward

