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[city letterhead]

EMPLOYMENT AGREEMENT CITY CLERK

This EMPLOYMENT AGREEMENT between the CITY OF THE VILLAGE OF CLARKSTON, State of Michigan, hereinafter called the "City", and Angie Guillen, hereinafter called "Employee", both of whom understand as follows:

WHEREAS, the City desires to employ the services of Employee as its City Clerk; and,

WHEREAS, it is the desire of the City and Employee to establish compensation and certain benefits, establish conditions of employment, and to set working conditions of said Employee; and,

WHEREAS, the Employee desires to accept employment as the Clerk for a minimum of one year; and,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties.

City hereby agrees to employ Employee as the Clerk of the City to serve and perform the duties set forth in in Section 5.4 of the City Charter, he duties required of the Clerk specified in any City ordinance, and perform such related duties as the City Council may from time to time direct.

Section 2. Term.

- A. Employee understands and agrees that she is committing to serve a minimum one-year term as City Clerk (the "Initial Term").
- B. Notwithstanding the foregoing, the City Council may remove Employee for misfeasance, malfeasance, or nonfeasance in office prior to the expiration of the Initial Term.
- C. After expiration of the Initial Term, and upon mutual agreement of the parties, this Agreement shall be renewed for additional one-year terms ("Renewal Terms") until terminated by either party in writing.

Section 3. Compensation.

City agrees to compensate Employee for her work as City Clerk in an amount set by the City Council. Compensation may include an hourly rate or annual salary and such fringe benefits,

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including health insurance, retirement benefits and paid time off, as may be authorized by the City Council. EMPLOYEE's compensation shall be payable in installments at such time as other employees of the City.

Section 4. Hours of Work.

- A. Employee's hours of work shall follow the business hours of the City. Employee shall also attend all regular and special meetings of the City Council. Employee ~~shall~~/~~shall not~~ be entitled to overtime pay for hours worked in excess of 40 in a week.

It is recognized by the City that on rare occasions (such as sickness, family emergency, planned vacation) it may be necessary for the Employee to be absent from a regular or special City Council meeting, which absence shall not constitute a breach of this Agreement.

Section 13. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be immediately effective upon execution by both Parties.
- D. If any provision or any portion thereof contained in this Agreement shall be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates set forth below.

EMPLOYEE:

Date: _____

Angie Guillen

CITY OF THE VILLAGE OF

CLARKSTON

Date: _____

By: Jonathan Smith
Its: Manager