

ORDINANCE NO. 2026-36

INTRODUCED BY COUNCIL AS A WHOLE

AN ORDINANCE APPROVING A CONTRACT WITH DEBRA HLADKY TO PERFORM SUPPORT AND TRAINING SERVICES FOR THE NEWLY APPOINTED CLERK AND ASSISTANT CLERK OF COUNCIL AND DECLARING AN EMERGENCY

WHEREAS, the Village Council hereby determines that it is necessary to provide support and training for the incoming Clerk and Assistant Clerk of Council in order to maintain orderly and timely operations of the Village and this Council;

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1. Council hereby approves the contract with Debra Hladky to perform support and training services for the incoming Clerk and Assistant Clerk of Council substantially in the form attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Interim Assistant Clerk of Council shall be compensated at the rate of Fifty and 00/100 Dollars (\$50.00) per hour and shall work a maximum 10 hours per week on Monday, Tuesday, Thursday and Friday for an anticipated period of 6 weeks or less.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department and the ability of Council to adequately carry forth its duties, therefore, provided it receives a two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 4-28-2026

Eloise Hardin
Eloise Hardin, President of Council

Jeune Drayton
Jeune Drayton, Interim Clerk of Council

Presented to the
Mayor 4/29/26

Approved: 4/30/2026

Erica L. Nikolic
Mayor, Erica Nikolic

I, Jeune Drayton, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2026 -~~36~~ was duly and regularly passed by this Council at the meeting held on the 28th day of APRIL, 2026.

Jeune Drayton
Jeune Drayton, Interim Clerk of Council

POSTING CERTIFICATE

I, Jeune Drayton, Interim Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2026 - was duly posted on the 28th day of APRIL, 2026, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers in the locations and manner provided in the Village Charter.

Jeune Drayton
Jeune Drayton, Interim Clerk of Council

DATED: May 4, 2026



EXHIBIT A

Job Description

Position Title: Interim Assistant Clerk of Council

Employee Name: Debra Hladky

Scheduled Work Hours/ Days: 2 hours per day, Monday through Friday

Reports to: President of Council/Council as a Whole

Location: Council Chambers, Village Hall; Remote as approved

Pay Scale: \$50.00 per hour

Special Requirements: to provide training and support to the incoming Interim and permanently appointed Clerks of Council

Roles and Responsibilities: The Assistant Clerk of Council shall provide training and support to the incoming Interim and permanently appointed Clerks of Council in addition to any and all other duties that may be assigned.



documents, plus any mailing costs if the person requesting the documents requests that the documents be transmitted to them by mail to them.

- The Assistant Clerk shall be responsible for assisting with the recording of Council meetings and for the care and custody of the tapes, and written minutes which shall be kept for a period of two years. The Assistant Clerk shall be responsible to assist with the typing and distribution of the minutes within ten days following each Council meeting.
- The Assistant Clerk shall assist with providing a summary of any matter which is referred to any Councilperson, the Mayor, Department Head or Board of Commission of the Village wherein any type of action or report has been requested by Council.

Qualifications:

- High School Diploma or Equivalent: Minimum requirement.
- Post-Secondary Education (Optional): Associate's or bachelor's degree, certificate in office administration, or a related field.
- Experience: Prior experience in administrative or secretarial roles and a willingness to complete on-the-job training to further develop necessary skills.
- Professional Demeanor and Attitude: Maintain a professional and courteous attitude in all interactions.
- Strong Communication and Interpersonal Skills: Excellent written and verbal communication and an ability to build positive relationships with Councilmembers, residents, colleagues, and customers.
- Flexibility, Adaptability, and Problem-Solving Skills: Ability to adjust to changing priorities and tasks and identify and address issues proactively.
- Attention to Detail, Multi-tasking, and Organizational Skills: Accuracy and thoroughness in creating documents, managing files, and handling correspondence and effectively managing multiple responsibilities and projects simultaneously with the ability to manage time, prioritize tasks, and maintain accurate records.
- Proficiency in Office Software: Familiarity with Microsoft Office Suite (Word, Excel, PowerPoint, Outlook) and transcription/other relevant software.
- Certifications & Specialized Training: Ability to obtain necessary certifications and specialized training relevant to municipal terminology, processes, and procedures.
- Understanding the Role: Thorough understanding of the duties and responsibilities of an Assistant Clerk of Council and Clerk of Council to tailor necessary education and experience.

Village of Oakwood is an equal opportunity employer. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran or disability status. Reasonable accommodations for disabilities will be made.

Employment with Village of Oakwood is at-will. This means your employment is for an indefinite period of time and it is subject to termination by the employee or Village of Oakwood, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of Village of Oakwood shall be interpreted to be in conflict with or to eliminate or modify in any way, the at-will employment of Village of

PROFESSIONAL CONSULTING AGREEMENT

Clerk of Council Training, Advisory & Compliance Services

Village of Oakwood • Cuyahoga County, Ohio

Consultant: Debra Hladky, MMC, CMC, NAP

ARTICLE 1 – PARTIES TO THE AGREEMENT

This Professional Consulting Agreement (“Agreement”) is entered into as of the date last signed below, by and between:

CLIENT: The Municipality of the Village of Oakwood, Cuyahoga County, State of Ohio (hereinafter “the Village” or “Client”).

CONSULTANT: Debra Hladky, MMC — an independent contractor (hereinafter “Consultant”).

ARTICLE 2 – PURPOSE & SCOPE OF SERVICES

The Village hereby retains the Consultant to provide professional advisory, training, and compliance oversight services to the newly appointed Clerk of Council. Given the Consultant’s extensive credentials and institutional knowledge, the scope of services shall encompass, but is not limited to, the following:

- **2.1 Core Clerk of Council Functions** Office management, organizational procedures, and records systems design
- Agenda preparation, formatting, legal posting, and distribution protocols
- Attendance at Council meetings in an advisory and observational capacity
- Taking, transcribing, and certifying accurate Council meeting minutes
- Public records management and retention compliance under Ohio Revised Code § 149.43
- Inter-office communications, correspondence standards, and official filings
- Public notification procedures and legal notice compliance
- Priority shall be given to legal and time-sensitive responsibilities

2.2 Advanced Advisory & Compliance Functions

- Parliamentary procedure guidance (Robert’s Rules of Order and Ohio-specific practice)
- Ohio Open Meetings Act (ORC § 121.22) compliance oversight and training
- Ohio Ethics Law compliance education and advisory guidance

- Legal risk management and proactive compliance review
- Council and committee coordination protocols
- Media relations best practices and public communications strategy
- Grant writing orientation and budget familiarity guidance
- Personnel onboarding and training program design for the Clerk's office
- Emergency management continuity-of-operations guidance for the clerk's function

2.3 Technology, Communications & Digital Operations

- Village Charter familiarization, adherence protocols, and Codified Ordinance navigation
- Legal posting, notification, and distribution to all interested parties per Ohio law
- Village website content management and updates, including use of WordPress
- Councilmanic newsletter creation and production utilizing Microsoft Office products (Word, Publisher, Outlook)
- Time management and priority management systems for the Clerk's office workload

2.4 Professional Development Advisory

The Consultant shall advise the Clerk of Council on professional development opportunities through local, state, and international clerks' associations including the Ohio Municipal Clerks Association (OMCA) and the International Institute of Municipal Clerks (IIMC).

ARTICLE 3 – TERM OF AGREEMENT

This Agreement shall commence upon the hiring of a new Clerk of Council by Oakwood and shall continue for a period of six (6) weeks after which it may be extended by mutual written agreement of the parties in order to establish that the Clerk of Council has demonstrably achieved competency across all duties of the office, as mutually agreed upon in writing by both parties. Either party may terminate this Agreement with thirty (30) days' prior written notice. Early termination by the Village without cause shall require payment for all hours worked and approved expenses incurred through the termination date.

ARTICLE 4 – COMPENSATION SCHEDULE

4.1 Base Hourly Rate

The Consultant shall be compensated at the base rate of Fifty Dollars (\$50.00) per hour for all services rendered within the standard weekly allotment. This rate reflects a significant concession from market rates (see Part I, Section 5.4) and is offered in recognition of the Village's municipal budget constraints.

4.2 Standard Weekly Hour Allotment

The standard allotment is up to ten (10) hours per calendar week. All hours within this allotment shall be billed at \$50.00 per hour. The days during which Consultant shall perform her work shall be Monday, Tuesday, Thursday and Friday during hours determined by Consultant and approved by the Village which shall be consistently followed.

ARTICLE 5 – EXPENSE REIMBURSEMENT

In addition to hourly compensation, the Village shall reimburse the Consultant for all reasonable and necessary out-of-pocket expenses incurred in performance of this Agreement, including:

- Mileage at the current IRS standard mileage rate per mile for all Village-related travel
- Any other reasonable and necessary expense pre-approved in writing by the Village's authorized representative

The Consultant shall submit itemized expense reports with supporting receipts within fifteen (15) business days of incurring expenses. The Village shall remit reimbursement within thirty (30) days of receiving a complete and approved expense report.

ARTICLE 6 – INVOICING & PAYMENT

The Consultant shall submit invoices on a bi-weekly basis. Each invoice shall include the dates of service, description of services rendered, hours worked at each applicable rate, applicable rate per hour, subtotal, and any reimbursable expenses with supporting documentation. The Village shall remit payment within thirty (30) days of receipt. Unpaid balances beyond thirty (30) days shall accrue interest at one percent (1%) per month.

ARTICLE 7 – INDEPENDENT CONTRACTOR STATUS

The Consultant is engaged solely as an independent contractor. This Agreement does not create an employment relationship, partnership, joint venture, or agency between the parties. The Consultant is solely responsible for all applicable federal, state, and local tax obligations. The Village shall not withhold income taxes, provide employee benefits, enroll the Consultant in OPERS, or include the Consultant in any Village insurance programs.

ARTICLE 8 – CONFIDENTIALITY & PUBLIC RECORDS COMPLIANCE

The Consultant acknowledges that the performance of services hereunder may involve access to non-public information, privileged communications, executive session materials, and personnel matters. The Consultant agrees to maintain strict confidentiality with respect to all such information and to comply fully with the Ohio Public Records Act (ORC § 149.43), the Ohio Open Meetings Act (ORC § 121.22), and all applicable state and federal law. This obligation survives termination of the Agreement.

ARTICLE 9 – MODIFICATION & ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior oral or written representations. Any modification must be made in writing and executed by both parties. Either party may request a review of compensation rates or scope of services upon thirty (30) days' written notice, with any agreed changes documented as a written amendment.

ARTICLE 10 – SIGNATURES

By executing this Agreement, both parties affirm that they have read, understood, and agreed to all terms and conditions set forth herein, and that each signatory is duly authorized to bind the party on whose behalf they sign.

Dois Hardin 4/30/2026
Authorized Representative, Village of Oakwood Date

Title / Office: Contract Trainer

Debra Hladky May 4, 2026
Debra Hladky, MMC — Consultant Date
