

DIXON PUBLIC LIBRARY DISTRICT

**LIBRARY DIRECTOR
CONTRACT OF EMPLOYMENT**

This AGREEMENT is made and entered into on September 17, 2012, by and between the Board of Trustees (hereinafter "BOARD") of the Dixon Public Library District (hereinafter "DISTRICT" or "LIBRARY"), a political subdivision of the State of California and Vanessa Christman (hereinafter "LIBRARY DIRECTOR"), collectively, the "Parties."

I. TERM OF AGREEMENT

The BOARD, in consideration of the promises by LIBRARY DIRECTOR herein contained, agrees to employ, and LIBRARY DIRECTOR hereby accepts employment as LIBRARY DIRECTOR of the LIBRARY, for the term of two (2) years beginning September 17, 2012 and ending on September 16, 2014. The term of this AGREEMENT shall not be automatically extended, but may be extended for one (1) additional year by the BOARD subject to LIBRARY DIRECTOR's receipt of positive work performance evaluations throughout the term of this Agreement. Any such extension shall be effective only upon action by the BOARD in open session at a regular public meeting [Gov. Code § 54945(b)].

LIBRARY DIRECTOR agrees that to the best of her ability and experience she will at all times loyally and conscientiously perform all of the services, duties and obligations required of her either expressly or implicitly by the terms of this AGREEMENT, the laws of the State of California, and rules, regulations, and LIBRARY policies.

II. DUTIES

A. LIBRARY DIRECTOR shall serve as the Chief Executive Officer and Secretary to the BOARD pursuant to California Education Code section 18402, respectively. LIBRARY DIRECTOR shall attend all regular and special meetings of the BOARD, except as otherwise authorized or directed by the BOARD.

B. LIBRARY DIRECTOR shall perform the duties of LIBRARY DIRECTOR as prescribed by the laws and regulations of the State of California and by the rules and regulations adopted by the BOARD. Any actions which require ratification by the BOARD shall first be presented to the BOARD President and then presented to the entire BOARD at the next scheduled BOARD meeting.

C. In addition, LIBRARY DIRECTOR shall, under the direction and supervision of the BOARD:

1. Have the responsibility for the execution of BOARD policies (whereas the BOARD shall retain the responsibility for formulating and adopting said policies).

2. Representing the interests of the BOARD and the LIBRARY in day-to-day contact and interactions with citizens, community and governmental agencies and

maintaining a program of public information designed to improve public understanding and support of LIBRARY objectives and operations.

3. Maintain responsibility to the BOARD for any powers and duties delegated to other LIBRARY staff.

4. Keep the BOARD informed of significant administrative decisions, litigation, personnel issues, LIBRARY related issues and incidents, and other significant events affecting the LIBRARY or its facilities.

5. Provide leadership and direction in working with LIBRARY employees.

6. Prepare notices of BOARD meetings, agendas in accordance with Brown Act requirements and advise the BOARD President and BOARD regarding lawful closed session meetings and reporting out closed session actions. Maintain all BOARD records and documents.

7. Report significant matters raised by BOARD members to the BOARD President for determination of whether they should be shared with the entire BOARD.

8. Manage and administer the LIBRARY's facilities.

9. Perform the following functions:

a. Manage, direct, and assign LIBRARY employees;

b. Manage LIBRARY budget and finances;

c. Manage business affairs, operations, and facilities for the LIBRARY;

d. Administer and enforce policies established by the BOARD;

e. Promulgate rules and procedures as necessary for the administration of the LIBRARY;

f. Enter into contracts for and on behalf of the LIBRARY for the purchase of books, journals, publications, and/or other personal property subject to prior-BOARD approval pursuant to Education Code Section 18403;

g. Submit financial and budgetary reports to the BOARD as required by Board policies consistent with Education Code Section 18451;

h. File an annual report with the State Librarian pursuant to Education Code Section 18408;

i. In general perform, all duties incident to the Office of the LIBRARY DIRECTOR and such other duties as may be prescribed by the BOARD from time to time;

- j. Advise the BOARD regarding financing/implementation of present or contemplated LIBRARY programs/services;
- k. Establish and maintain an appropriate community relations program;
- l. Serve as liaison/representative of the BOARD with respect to employer-employee matters, and make recommendations to the BOARD concerning those matters;
- m. Attend regular, special and closed session meetings and workshops of the BOARD; and
- n. Serve as an ex officio member on LIBRARY committees and subcommittees as requested by the BOARD.

D. BOARD/LIBRARY DIRECTOR Communications.

1. The BOARD, individually and collectively, and the LIBRARY DIRECTOR, agree that they shall work together in a spirit of cooperation and teamwork, and shall provide each other with periodic opportunity to discuss LIBRARY business, issues and new developments.

2. The BOARD's primary communications with the LIBRARY DIRECTOR shall be through its President, but the LIBRARY DIRECTOR shall maintain communication and working relationship with each BOARD member.

3. The BOARD, in their individual and/or collective discretion, may refer to LIBRARY DIRECTOR orally or in writing, any and all criticism, complaints, suggestions, communications or comments from the public regarding the LIBRARY for the LIBRARY DIRECTOR to act upon and/or resolve. LIBRARY DIRECTOR will thereafter report back to the BOARD, individually and/or collectively any and all action taken and/or resolution and/or recommendations for action and/or resolution.

III. COMPENSATION AND BENEFITS

A. Salary. The LIBRARY DIRECTOR shall be paid a monthly salary of Five Thousand Four Hundred Sixteen Dollars and Sixty-Six Cents (\$5,416.66), less all statutory and other deductions, based on an annual salary rate of Sixty-Five Thousand Dollars (\$65,000.00). The salary shall be payable in equal monthly installments on the last working day of each month and shall be pro-rated for any partial month of employment. The LIBRARY DIRECTOR acknowledges and agrees she shall not be entitled to overtime or compensatory time.

B. Benefits and Expense Reimbursement.

1. Health And Welfare; Other Benefits. The LIBRARY DIRECTOR shall be entitled to receive the same level of health and welfare benefits available to the Library's other employees at the time of this Agreement, during the term of this Agreement.

2. Retirement. The LIBRARY DIRECTOR shall be entitled to receive the same CalPERS contribution paid by the DISTRICT for the Library's other employees at the time of this Agreement, during the term of this Agreement.

3. Expense Reimbursement. The LIBRARY DIRECTOR shall be reimbursed for reasonable business expenses, including travel, parking, business meetings, and professional dues, made and substantiated in accordance with the policies and procedures established from time to time by the BOARD. All such expenses shall be subject to BOARD approval.

IV. WORK YEAR, HOLIDAYS, VACATION AND SICK LEAVE

A. The LIBRARY DIRECTOR shall render full and regular days of service during a work year of no less than two hundred sixty (260) days and such service shall not be less than five (5) days at forty (40) hours per week during the term of this AGREEMENT. The LIBRARY DIRECTOR will notify the BOARD in writing whenever she intends not to be on duty in excess of two (2) consecutive days.

B. The LIBRARY DIRECTOR shall be entitled to all paid holidays and sick leave provided to other employees of the LIBRARY. The DISTRICT shall not be obligated to compensate LIBRARY DIRECTOR for accrued, unused sick leave upon termination of this AGREEMENT.

C. The LIBRARY DIRECTOR shall accrue three (3) weeks of paid vacation annually. The total accumulated vacation time may not exceed thirty (30) days or two hundred forty (240) hours. Upon accumulation of thirty (30) days of unused vacation, the LIBRARY DIRECTOR shall not earn vacation until the number of days accumulated is less than thirty (30). The LIBRARY DIRECTOR shall also accrue forty-eight (48) hours of paid administrative leave annually. Paid administrative leave may not be accumulated and the DISTRICT shall not be obligated to compensate LIBRARY DIRECTOR for accrued, unused paid administrative leave upon termination of this AGREEMENT.

V. TERMINATION

A. Expiration.

The Parties hereby stipulate and agree this Paragraph constitutes written notice that this AGREEMENT shall terminate upon expiration of the term set forth herein above, absent extension of the AGREEMENT.

B. Mutual Consent.

This AGREEMENT may be terminated at any time by mutual written consent of the BOARD and the LIBRARY DIRECTOR. LIBRARY DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination.

C. At-Will.

The LIBRARY DIRECTOR understands and agrees that her employment pursuant to this AGREEMENT is at all times "at-will" and the BOARD may terminate this AGREEMENT at any time as set forth in Paragraphs D and E, below. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the LIBRARY DIRECTOR to resign and terminate this AGREEMENT at any time.

D. Year One.

The LIBRARY DIRECTOR shall be evaluated on a biannual basis and may be terminated by the BOARD with or without cause, with or without notice, during her first year of employment. LIBRARY DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination.

E. Year Two.

The LIBRARY DIRECTOR shall be evaluated on an annual basis during her second year of employment and may be terminated by the BOARD at any time with or without cause.

1. Without Cause. The BOARD may terminate LIBRARY DIRECTOR's employment at any time without cause with thirty (30) days written notice. LIBRARY DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination. However, in such event only, the LIBRARY DIRECTOR shall be entitled to receive a severance payment limited to ninety (90) days of salary, not to exceed Sixteen Thousand Two Hundred Forty Nine Dollars and Ninety-Eight Cents (\$16,249.98).

2. With Cause. The BOARD may terminate LIBRARY DIRECTOR's employment at any time with cause. In such event only, the BOARD shall issue written notice of the charges against her and of her right to a closed session meeting with the full BOARD at which she shall have an opportunity to respond to the charges. The BOARD meeting shall not be an evidentiary hearing, but the BOARD shall consider all information provided by the LIBRARY DIRECTOR. The BOARD shall provide a written decision following the meeting and the BOARD's decision shall be final. LIBRARY DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination.

F. Incapacity.

Should the LIBRARY DIRECTOR be unable to serve in her position due to physical and/or mental condition, upon expiration of her accrued sick leave and other accrued leaves, followed by a period of an additional sixty calendar (60) days, this AGREEMENT may be terminated by the BOARD. The determination of the LIBRARY DIRECTOR's physical and/or mental condition shall be based upon a written report by a licensed physician designated by the BOARD. The BOARD, at its discretion, may appoint an Acting LIBRARY DIRECTOR during any period of incapacity. LIBRARY DIRECTOR shall be entitled to salary and benefits earned

prior to the effective date of termination and shall not be entitled to any further compensation and benefits after the date of termination.

G. Seeking Other Employment And Resignation.

In the event LIBRARY DIRECTOR seeks other employment and is interviewed by another employer, LIBRARY DIRECTOR shall notify the BOARD immediately. In such event, LIBRARY DIRECTOR may resign at any time upon giving ninety (90) days' written notice. This AGREEMENT shall terminate on the date the resignation is deemed effective by the BOARD

H. Maximum Cash Settlement.

In the event there is a dispute regarding the termination of this AGREEMENT prior to the end of its term, the maximum cash settlement that the LIBRARY DIRECTOR may receive, at the discretion of the BOARD, shall not exceed an amount equal to the monthly salary of the LIBRARY DIRECTOR multiplied by the number of months left on the unexpired term of the AGREEMENT, pursuant to Government Code Section 53260.

VI. EVALUATION

A. The BOARD shall evaluate the performance of the LIBRARY DIRECTOR using an evaluation form and process as determined by the BOARD.

B. The BOARD shall meet with the LIBRARY DIRECTOR to discuss the evaluation form and process as determined by the BOARD. Prior to any evaluation and not later than May 1 of each year of this AGREEMENT, the LIBRARY DIRECTOR shall provide the BOARD a written self-appraisal of her accomplishments and fulfillment of the duties identified herein. After the BOARD receives the LIBRARY DIRECTOR's self-appraisal, the BOARD and LIBRARY DIRECTOR shall meet in closed session or sessions to discuss the written performance evaluation that will be provided to the LIBRARY DIRECTOR and to discuss related matters.

C. Based on the closed session or sessions, the BOARD President shall have overall responsibility for completing the evaluation form on behalf of the BOARD and the BOARD President shall seek BOARD approval. By June 15 of each year of this AGREEMENT, the BOARD shall provide the LIBRARY DIRECTOR with a copy of the completed evaluation form. The LIBRARY DIRECTOR may respond to the BOARD's written evaluation either orally during a closed session or in writing.

D. The BOARD reserves the right, at any other time to undertake a special evaluation of the LIBRARY DIRECTOR.

An evaluation shall be based on performance of the duties and responsibilities contained within the position description for LIBRARY DIRECTOR, this AGREEMENT, and any specified goals and objectives of the LIBRARY DIRECTOR as determined by the BOARD.

VII. EXTENSION OF CONTRACT

This AGREEMENT may be extended by the BOARD at its sole discretion.

VIII. ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement between LIBRARY DIRECTOR and the BOARD, and constitutes the complete, final and exclusive embodiment of their agreement with respect to LIBRARY DIRECTOR's employment with the LIBRARY. The terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT is executed without reliance upon any promise, warranty or representation by the Parties or any representative of the Parties other than those expressly contained in this AGREEMENT, and the Parties have carefully read this AGREEMENT, and sign the same of their own free will.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision regarding assignment, this AGREEMENT shall be binding on the heirs, executors, administrators, successors and assigns of the representative Parties.

X. APPLICABLE LAW

This AGREEMENT is subject to all applicable laws of the State of California, and rules, regulations, and policies of the BOARD, all of which are made a part of the terms and conditions of this AGREEMENT as though fully set forth therein.

XI. MODIFICATION

This AGREEMENT may be modified upon mutual written consent of the Parties.

XII. INDEPENDENT LEGAL ADVICE / REPRESENTATION

The LIBRARY DIRECTOR and the BOARD each recognize that in entering into this AGREEMENT that: (1) they have each relied upon the advice of their own attorneys and/or other representative; and (2) they have each read, understood, voluntarily accepted, and agreed to the terms of this AGREEMENT. The LIBRARY DIRECTOR acknowledges and agrees that legal counsel for the BOARD represents the BOARD's interests exclusively and that no attorney-client relationship exists between the LIBRARY DIRECTOR and legal counsel for the BOARD.

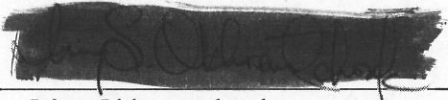
XIII. BOARD APPROVAL OF AGREEMENT

This AGREEMENT shall be effective only upon approval of the BOARD in a regular, public meeting of the BOARD, duly noticed under the Ralph M. Brown Act. Such approval shall be recorded on the last page of this AGREEMENT. LIBRARY DIRECTOR understands and acknowledges that this Agreement is a public record which the LIBRARY may be required by law to disclose in response to a request pursuant to Government Code sections 6250, et seq., and/or Government Code sections 54950, et seq.

XIV. WAIVER OF BREACH


No waiver of any breach of any term or provision of this AGREEMENT shall be construed to be, nor shall it be, a waiver of any other breach of this AGREEMENT. No waiver shall be binding unless in writing and signed by the Party waiving breach.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed on the date indicated below.

By: 
Irina Okhremtchouk
President, Board of Trustees

Dated: 9-26-12

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment of LIBRARY DIRECTOR of the Dixon Public Library District.

By: 
Vanessa Christman

Dated: 9-26-12