



EMPLOYMENT AGREEMENT

This Agreement is made as of July 16, 2020 by and between the Palos Verdes Library District, herein referred to as “District,” and Jennifer Addington herein referred to as “Employee”. District and Employee shall be collectively referred to as the “parties.”

RECITALS

- A. District desires to employ the services of Employee as, and Employee desires to accept employment as, District Director for the Palos Verdes Library District.
- B. The parties further desire to establish certain benefits and certain conditions of Employee’s employment that are reflective of her position.
- C. As used in this Agreement, the term “Board of Trustees” or “Board” shall mean the Board of Library Trustees of the Palos Verdes Library District.

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

- 1) **Term of Employment**
 - a) District agrees to employ Employee, and Employee agrees to accept continued employment, as its District Director effective July 1, 2020.
 - b) Subject to the provisions of Paragraphs 2, 7 and 8 below, regarding at-will employment, this Agreement between District and Employee is for a term of two (2) years, through and including June 30, 2022.
 - c) Subject to the provisions of Paragraphs 2, 7 and 8, below, regarding at-will employment, this Agreement may be renewed upon review and mutual consent of both parties by written notice sent in accordance with Paragraph 9 of this Agreement, and formal modification of this Agreement in accordance with Subparagraph 11.c of this Agreement.
 - d) In the event that Employee is notified of termination by District with or without cause as defined in this Agreement, District may require that Employee immediately be relieved of all duties as District Director, or may allow Employee to continue to carry out her duties as District Director up to her date of termination. In the event that Employee is relieved of her duties as District Director, upon Employee’s receipt of notice of termination, Employee shall not be permitted to

perform any additional services or work for District other than to turn over any District property, equipment and keys to the President of the Board.

2) At-Will Employment

a) Employee and District agree that Employee is hired on an at-will basis, and holds her position with District at the pleasure of the Board of Trustees, and shall not have any property right in her job. Without modifying Employee's at-will status, procedures regarding termination from employment by either the District or Employee are set forth in Paragraphs 7 and 8 of this Agreement.

b) The provision of any review or performance evaluation or meeting regarding performance goals (as outlined in Paragraph 4 of this Agreement), and/or the imposition of any discipline upon Employee, shall not in any manner convert Employee's status from that of an at-will employee to an employee with a property right in her job and/or who may only be terminated with notice and for cause.

c) Employee's at-will status shall not be modified in any way without a formal modification of this Agreement in accordance with Subparagraph 11.c of this Agreement. By signing this Agreement, Employee certifies and acknowledges that she has read this Paragraph 2 regarding her at-will status, and acknowledges, understands and agrees to these terms.

3) Duties

a) District hereby employs Employee as its Director, to have the authority, privileges, powers and responsibilities and to exercise such duties as described in "District Director Job Description", and any other duties assigned by the Board of Trustees. A true and correct copy of the District Director Job Description is attached hereto as "Exhibit 1," and incorporated herein by this reference as though set forth in full.

b) At all times while performing services for District under this Agreement, Employee shall report to, be supervised by, take direction from, and be responsible only to the Board of Library Trustees.

4) Performance and Evaluation

a) Employee agrees to devote all of her professional time and efforts to the performance of her duties as the District Director. Employee with the knowledge and approval of the Board may engage in outside appearances and activities in the librarianship profession that will neither detract from her position nor create any conflict of interest for herself or the District.

b) Within thirty (30) days after the end of each Fiscal Year, Employee will be provided a written evaluation by the Board of Trustees based upon the Job Description, goals established for the year and other relevant matters as determined in

the discretion of the Board of Trustees. This evaluation will be known as the Employee's "annual performance evaluation".

c) Within thirty (30) days after the beginning of each Fiscal Year, the Board of Trustees and Employee shall meet and mutually establish performance goals for the coming year. These performance goals shall be a principal, yet not exclusive, basis for Employee's subsequent performance evaluation.

5) Compensation

a) For all services to be rendered by Employee in any capacity, including services as an officer, director, member of any committee or any other duties assigned by the District, the District agrees to pay Employee an annual salary of \$176,868.00, retroactive to July 1, 2020

b) Employee's salary will be paid semi-monthly with paydays falling on the 10th and 25th of each month. Payday on the 10th of the month covers hours worked from the 16th to the end of the previous month; payday on the 25th of the month covers hours worked from the 1st through the 15th of that month. When the 10th or 25th falls on Saturdays, Sundays, or holidays when District Libraries are closed, payday will fall on the preceding workday. Frequency of pay or the designated paydays may be changed at the discretion of the Board of Trustees if the policies governing paydays for other employees are modified to be other than as specified above.

c) Employee's compensation may, at the sole discretion of the Board, be adjusted each July 1st during the term of this Agreement based on the employee's annual performance evaluation, surveys of compensation of comparable positions, the financial circumstances of the District, and other considerations.

d) Employee's duties will involve expenditures of time in excess of eight (8) hours per day, forty (40) hours per week, and will also include time outside normal office hours, such as attendance at Board meetings, Board Committee meetings, and other committee meetings and events. Employee shall not be entitled to any additional compensation for such expenditures of time. Employee shall be exempt from FLSA or District-mandated paid overtime compensation, and will not receive overtime pay.

6) Benefits

a) During the term of this Agreement, Employee shall be entitled to the same benefits, but not any greater benefits, as are, from time to time, accorded to other non-represented District employees, with the exception of the additional benefits listed below. The current benefits for non-represented District employees are contained in the Palos Verdes Library District Non-Represented Confidential and Management Personnel Policies. With the exception of the additional benefits listed below, the Employee's entitlement to such "non-represented benefits" will be subject to any increases, decreases, modification, additions, and deletions that the District may from time to time impose on the non-represented District employees. If there is any conflict

between this Agreement (regarding benefits or otherwise) and any provision of the Non-Represented Confidential and Management Personnel Policies, this Agreement shall prevail, so long as it is still compliant with all applicable laws.

b) Additional benefits

i) Subject to Board review and authorization, District shall pay Employee's fees for all professional memberships, conferences and continuing education expenses required to maintain professional designations.

ii) District recognizes that Employee may incur certain expenses of a non-personal and job-related nature. District agrees to reimburse employee for reasonable expenses in accordance with PVLDD's Non-Represented Confidential and Management Personnel Policies and for other reasonable expenses associated with unique functions of the Office of the Director, as deemed appropriate at the discretion of the Board.

iii) District will provide Employee with a car allowance of two hundred dollars (\$200.00) per month.

iv) District will provide Employee with a term life insurance benefit in the amount of one hundred thousand dollars (\$100,000.00).

v) District will provide Employee with four (4) weeks paid vacation annually (160 hours). Vacation will accrue at a rate of 6.67 hours per pay period. Employee cannot accumulate more than three hundred twenty (320) hours of vacation. Accrual of vacation will cease anytime Employee's accumulated vacation balance reaches 320 hours. Accrual of vacation will recommence only when Employee's accumulated vacation balance again falls below 320 hours.

7) Termination for Cause

a) District may terminate this Agreement at any time for cause, by a majority vote of the entire membership of the Board of Trustees.

b) For the purposes of this Agreement, "for cause" shall mean conduct subject to criminal prosecution (whether or not such prosecution occurs), misappropriation of District funds, conviction of a criminal offense, abuse of drugs or alcohol affecting performance of the Employee's duties and responsibilities, repeated or protracted unexcused absence from the office and duties, failure to reasonably perform the duties of Director, or any conduct prohibited by Paragraph 11(b) below.

c) If District terminates Employee for cause under the provisions of this paragraph, Employee shall not be entitled to any further compensation, or severance pay, regardless of any remaining term under this Agreement. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the District for any paid leave or cash settlement (including

payment under this section), as provided by Government Code Sections 53243 – 53243.4.

d) As set forth in Paragraph 2 of this Agreement, Employee is an “at-will” employee and therefore has no property interest in her employment, and regardless of any personnel rule or similar rule to the contrary, has no administrative remedy to contest finding of cause and/or a decision to terminate based upon such finding. Use of the term “cause” in this Paragraph 7 is not intended by the parties to create any property interest or to otherwise modify Employee’s at-will status with District.

8) Termination Without Cause

a) District may terminate this Agreement at any time without cause, by a majority vote of the entire membership of the Board of Trustees, and upon thirty (30) days written notice to Employee. Employee may terminate this Agreement without cause upon sixty (60) days written notice to District. If Employee terminates this Agreement without cause, the District will have the option of requiring that Employee immediately be relieved of all duties, or allow Employee to carry out her duties up to her date of termination as set forth in Subparagraph 1.d of this Agreement.

b) In the event Employee is terminated by the District without cause, Employee will be entitled to a cash payment in an amount equal to six (6) months of current annual salary, as defined in Subparagraph 5.a. of this Agreement, calculated from the date of the notice of termination.

c) Any other term of this Agreement notwithstanding, the maximum cash payment (settlement) that Employee may receive as a result of termination under this section shall not exceed the limitations provided in Government Code Sections 53260 – 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the District for any paid leave or cash settlement (including payment under this section), as provided by Government Code Sections 53243 – 53243.4.

d) As set forth in Paragraph 2 of this Agreement, Employee is an “at-will” employee and therefore has no property interest in her employment, and regardless of any personnel rule or similar rule to the contrary, has no administrative remedy to contest any decision to terminate without cause under this Agreement. Provision for notice by District or Employee prior to termination under this Paragraph 8 is not intended by the Parties to create any property interest or to otherwise modify Employee’s at-will status with District.

9) Notices

Any notices to be given by either party to the other must be effectuated in writing either by personal delivery or registered or certified mail, postage prepaid with return receipt requested. Notices shall be deemed effective on the second business day after mailing. Mailed notices shall be addressed as follows:

District: Palos Verdes Library District
President, Board of Library Trustees
701 Silver Spur Road
Rolling Hills Estates, CA 90274

Employee: Jennifer Addington
[Notices will be sent to Employee's address as set forth in the
Employment Record of Employee]

10) Effect of Waiver

The failure of either Party to insist on strict compliance with any terms, covenants or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times, be deemed a waiver or relinquishment of that right or power for all or any other items.

11) General Provisions

a) Interpretation of Agreement. The validity, construction and interpretation of this Agreement shall be governed by California law.

b) Entire Agreement. The entire agreement and understanding between the parties with respect to the subject matter hereunder is contained in this Agreement. It supersedes all prior agreements and understandings relating to its subject matter. Each of the Parties represents that it is not relying, and has not relied, on any representation or statement made by any other party with respect to the facts involved in this Agreement or with regard to its rights or asserted rights with respect thereto. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, her employment is subject to District's generally applicable rules and policies pertaining to employment matters, including, without limitation, those addressing equal employment opportunity; prevention of unlawful harassment, discrimination and retaliation; violence in the workplace; drugs and alcohol; and use of telecommunications and computer equipment.

c) Modifications. This Agreement may be modified or amended only by an agreement in writing executed by all of the Parties to this Agreement.

d) Benefit. Except as expressly provided to the contrary, the provisions of this Agreement are solely for the benefit of the parties and not for the benefit of any other person or legal entity.

e) Construction. This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty and ambiguity herein shall not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, shall be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California.

f) Headings and Titles. The headings, subheadings and numbering of the different paragraphs of this Agreement are inserted for convenience and for reference only and shall not be considered for any purpose in construing this Agreement.

g) Severability. If any provision or portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

IN WITNESS THEREOF, this Agreement has been executed by each party and shall be effective as of 7-20, 2020.

PALOS VERDES LIBRARY DISTRICT

EMPLOYEE



BY: Kay Cooperman Jue, board president

BY:

Date: July 20, 2020

Date: 7/20/2020