

Employment Agreement

This Employment Agreement (“Agreement”) made and entered into this 1st day of November 2024 by and between the Woodland Public Library Board of Trustees (“Library Board”), the City of Woodland (“City”) and [REDACTED] (“Employee”), an individual who has the education, training and experience in local government management, all of whom agree as follows:

Section 1. Term

The term of this Agreement shall be for an initial period of two (2) years, from November 1, 2024, to October 31, 2026. Thereafter, this Agreement shall automatically be renewable on its anniversary date for terms of one (1) year until terminated by the Library Board or Employee as provided herein.

Section 2. Duties and Authority

Employee shall, on a full-time basis, serve as the Library Services Director of the Woodland Public Library. In this capacity, Employee shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of the Library, subject at all times to applicable laws and Library Board policies, and subject to the consent of the Library Board when required by the terms of the Agreement or by law or Library Board policy. Library Board and City agree to employ Employee as Library Services Director, to perform the functions and duties specified in the Woodland Municipal Code, and to perform other legally permissible and proper duties and functions.

Section 3. Compensation

- A. The Employee’s monthly salary shall be \$11,944.69 effective on November 1, 2024, for the term of this Agreement unless a salary increase is recommended based on Section 10 of this Agreement.
- B. Effective on November 1, 2025, Employee shall be eligible for a 3.5% increase in gross base monthly salary, in lieu of a step increase, contingent on the Library Board’s evaluation of Employee’s performance as defined in Section 12 of this Agreement. Employee’s salary may not exceed the compensation level established by the Woodland City Council for the library services director position.
- C. Employee shall be paid through City’s payroll system, at the same intervals and in the same manner as City’s management employees.
- D. The Library Board shall not, at any time during the initial one-year term of this Agreement, reduce the base salary, compensation or other financial benefits of Employee. Any future reductions would be implemented as part of a general management salary reduction, and then in no greater percentage than the average reduction of City’s management.

E. The City of Woodland will match your deferred compensation contribution up to three percent (3%) of your base salary. Only plans approved by the City in its deferred compensation program will be eligible for the City contribution. You will be responsible to ensure that your contribution and the City's matching contribution meet Internal Revenue Code Section 457 deferred compensation program requirements. In addition, as salary is adjusted, you will be responsible to make periodic changes to the amounts of compensation deferred.

Section 4. Health, Disability and Life Insurance Benefits

A. City agrees to provide Employee with access to the same City-sponsored health and welfare benefit programs (medical, dental, vision, long-term disability, and life insurance), and the same City contributions to the costs of such programs, as are provided under the Mid-Management Professional Association MOU ("MMPA"), except as otherwise specified in this Agreement. City will make the required premium payments for short-term and long-term disability insurance coverage for Employee during the Term of this Agreement. City shall also pay the amount due for term life insurance in an amount equal to \$50,000. Employee shall have the right to choose the beneficiary on such policy.

B. Employer agrees to provide and pay the City allowance for vision, dental and comprehensive medical insurance for Employee and his/her eligible dependents. The Employer's contribution toward health insurance shall be equal to that which is provided to all other full-time MMPA employees of the Employer.

C. If Employee provides proof of coverage under an outside medical insurance program, Employee may decline to accept medical coverage and will be eligible for a cash-in-lieu payment of \$405 per month.

Section 5. Holiday, Vacation, Sick and Administrative Leave

Employee and City agree that Employee shall receive the following leave:

A. Sick Leave. Employee shall accrue sick leave at the rate of one (1) day (i.e. 8 hours) for each month worked. Employee may use paid sick leave in accordance with the City's sick leave policy, for those purposes specified in City policy and the California Labor Code. Sick leave is not eligible for cash-out at any time, and any remaining accrued sick leave at such time of Employee's retirement from City service will be governed by the then existing City contract with CalPERS.

Once Employee has accrued 500 hours of sick leave, the City shall convert 50% of additional sick leave earned to a cash contribution to Employee's Retirement Health Savings Plan (RHSP) account. This results in all sick leave earned above 500 hours being changed to 4 hours per month (versus 8 hours) with the value of 4 hours of salary being contributed to the employee's RHSP account. If Employee's accrued sick leave balance falls below 500 hours, Employee will resume accruing 8 hours of sick leave per month,

until Employee's accrued sick leave balance reaches 500, at which point sick leave will be changed to 4 hours per month with the value of 4 hours of salary being contributed to the employee's RHSP.

B. Vacation. Employee shall accrue vacation leave at the rate of twenty (20) days per year, earned on a pro rata basis per pay period. Employee shall also have 16 vacation hours added to vacation leave total as of July 1 each year. Employees with more than ten (10) years of service may carry an unused vacation leave balance of no more than forty-four (44) days (352 hours) past January 1st of each year.

Each calendar year Employee may, at her request, have up to eighty hours (80) accrued but unused vacation leave hours paid directly to her at her regular hourly rate of pay at the time of the request in lieu of time off; provided Employee has previously taken at least one (1) week of vacation time off in the same calendar year.

C. Holidays. Employee shall be entitled to those paid holidays recognized by the City in the MMPA MOU.

D. Administrative Leave. Employee shall receive an annual bank of ninety-six (96) hours administrative leave on July 1 each year. The City and Employee agree that Employee may cash out up to 80 hours of unused Administrative Leave any time during each fiscal year, and that any remaining administrative leave in Employee's leave bank as of each June 30 will not carry over.

Section 6. Automobile and Monthly Expense Allowance and Professional Reimbursements

Employee's base salary, as set forth in Section 3 of this Agreement, includes the cost of automobile expenses related to the use, purchase, and/or lease of an automobile, as well as to operate, insure, and maintain a vehicle, as well as for other expenses incurred by Employee and related to her duties as Library Services Director.

Employee shall be entitled to reimbursement at the standard IRS mileage rate for any business-related use of a personal vehicle for official business, excepting that Employee should always attempt to utilize a vehicle owned by the City to avoid such expense whenever possible.

Employee shall be eligible to receive a reimbursement for professional memberships (including licenses, applications and renewal fees), subscriptions, professional training, attainment of academic degrees and related fees, and equipment limited to desktop computers or components (memory, hard drives, video cards, power supplies, mother boards), keyboards, monitors (maximum 32 inches), computer mouse(s)/pointing devices, laptop/notebook/tablet computers, printers, City standard suite of office productivity software (currently Microsoft Office Suite), security software, videoconferencing cameras and microphones, and cellular phones and related charging accessories, unless considered used mostly for personal entertainment. Smart watches and wireless earbuds are not eligible for reimbursement under this section. All such requests require advance approval by the City. Reimbursement per fiscal year per employee shall be \$625.00. In the event that the full reimbursement amount is not used in any fiscal year, the

amount will carry over to the next fiscal year. Under no circumstances will an employee be eligible to carry over more than \$625.

Section 7. Cell Phone

Employee is eligible to receive the City Cell phone stipend, consistent with the current City Cell Phone Stipend policy.

Section 8. Retirement

City provides retirement benefits through the California Public Employees Retirement System ("CalPERS"). Employee pays the 8% employee retirement contribution. As a CalPERS "classic" member, Employee's retirement benefit is based on a 2.7%@55 formula with the highest one-year average.

Employee will be eligible for retiree medical benefits, dependent on hire date, provided employee retires with 10 or more years of City service. The City shall contribute \$100 per month to Employee's Retiree Health Savings Plan (RHSP) account, and Employee shall contribute \$50 per month to his RHSP.

Section 9. Terminations

For the purpose of this Agreement, termination shall occur when:

1. The Library Board determines that the services of the Employee are no longer needed, OR
2. The City, citizens or legislature acts to amend any provisions of the Woodland Municipal Code, ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination, OR
3. Employee resigns following an offer to accept resignation, whether formal or informal, by the Library Board, then Employee may declare a termination as of the date of the suggestion, OR
4. Breach of contract declared by any party with a thirty (30) day cure period. Written notice of a breach of contract shall be provided in accordance with the provisions of section 17 of this Agreement.

Section 10. Severance

Severance shall be paid to Employee when employment is terminated as defined in Section 9. That severance benefit shall include, at the City Manager's option, a continuation of salary and all benefits for a period of not less than three nor more than six months. Employee shall also be compensated for all accrued vacation and administrative leave (or prorated per section 5). If

agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness or advisor to City. Such expense payments shall continue beyond Employee's service to Employer as long as litigation is pending. Further, City agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to City regarding pending litigation.

Section 15. Bonding

City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 16. Other Terms and Conditions of Employment

A. The Library Board, only upon agreement with Employee, shall fix any such 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 or in conflict with the provisions of this Agreement, the Woodland Municipal Code or any other federal, state, or local law.

B. Except as otherwise provided in this Agreement, Employee shall be entitled to the highest level of benefits that are enjoyed by other management employees of City as provided in the Woodland Municipal Code, Personnel Rules and Regulations, or by practice. If there is any conflict between this Agreement and any resolution or ordinance fixing compensation and benefits for management employees or other unclassified employees, this Agreement shall control.

Section 17. Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: City of Woodland
300 First Street
Woodland, CA 95695
Attn: Sara Landsburgh, City Clerk

Library Board: Woodland Public Library
Board of Trustees
250 First Street
Woodland, CA 95695

Employee:



Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of

Employee is terminated because of a conviction of a felony, then Employer is not obligated to pay severance under this section.

Section 11. Resignation

In the event that Employee voluntarily resigns his/her position as Library Services Director, Employee shall provide a minimum of thirty (30) days notice unless the parties agree otherwise.

Section 12. Performance Evaluation

The Library Board shall conduct an annual evaluation of Employee's performance no later than October 31st of each year, subject to a process that shall, at a minimum, include the opportunity for the Employee to prepare a comprehensive Year End Report on the organization's performance during the preceding fiscal year. Following Review of Employee's Year End Report, the Library Board shall: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and (3) present a written summary of the evaluation results. The final written evaluation and meeting to discuss Employee's performance should be completed and delivered to Employee no later than October 31 of each year.

Section 13. Hours of Work

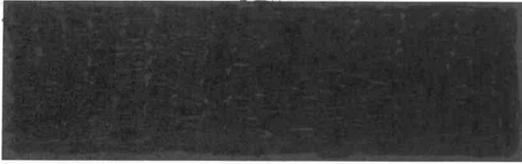
It is recognized that Employee must devote a great deal of time outside the normal office hours on business for the Library Board, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 14. Indemnification

Beyond that required under Federal, State or Local Law, the Library Board, through City, shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Library Services Director or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee may request and City shall not unreasonably refuse to provide independent legal representation at City's expense and City may not unreasonably withhold approval. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. City shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of City in order for indemnification, as provided in this Section, to be available.

Employee recognizes that City shall have the right to compromise and unless Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, City

EMPLOYEE:



12/5/24
Date

12/5/24
Date

APPROVED AS TO FORM



Ethan Walsh, City Attorney
Best, Best & Krieger LLP

personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18. General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding among the parties relating to the employment of Employee. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on all parties and shall not be assignable or transferable, in whole or in part, by any party.

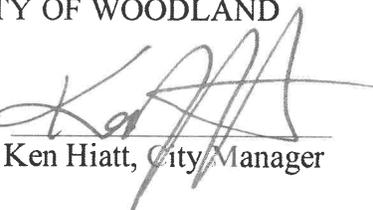
C. Effective Date. This Agreement shall become effective on November 1, 2024.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

City:

CITY OF WOODLAND

By: 
Ken Hiatt, City Manager

12/05/2024
Date

LIBRARY BOARD

By: 
President, Board of Trustees
CHRIS LAMBERTUS

12/05/2024
Date: