

AMENDED EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of August 2019, between the Lincoln County Library District, a municipal corporation (hereinafter called "District") and MaryKay Dahlgreen (hereinafter called "Librarian"):

RECITALS

WHEREAS District desires to employ the services of MaryKay Dahlgreen as Librarian for the District; and

WHEREAS it is the desire of both parties to provide certain benefits, establish certain conditions of employment, and to set forth the parties' working relationship; and

WHEREAS it is the desire of the District to:

1. Secure and retain the services of Librarian and to provide inducement for Librarian to remain in such employment;
2. Establish a basis for good working relationships, avoid possible misunderstandings and provide special benefits to Librarian in recognition of the unique nature of the position;
3. Make possible full work productivity by assuring Librarian's morale and peace of mind with respect to future security;
4. Deter malfeasance or dishonesty for personal gain on the part of Librarian;

WHEREAS MaryKay Dahlgreen desires to accept and continue employment as the Librarian for the District;

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

SECTION 1: DUTIES AND RESPONSIBILITIES

- A. Librarian shall have all duties, responsibility, and authority specifically set forth in the job description.
- B. District Board agrees to the principle of non-interference in the administration of District affairs as necessary to the orderly and efficient implementation of District policy. District Board agrees to direct its concerns and communications through Librarian. Librarian agrees to respond promptly to all inquiries from District Board.

SECTION 2: TERM

- A. The Librarian shall serve an initial probationary period of six (6) months commencing on the first day of employment. During this probationary period the employment relationship may be terminated by District upon written notice for any reason. In the event District Board terminates Librarian's employment for any reason during this probation, then the severance pay provisions of Section 3 A (1) shall be inapplicable and unenforceable.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of District Board to terminate the services of Librarian at any time, subject only to the provisions set forth in Section 3, paragraphs A and B, of this agreement.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Librarian to resign at any time, subject only to the provisions set forth in Section 3, paragraph A, of this agreement.
- D. Unless otherwise authorized in writing by the District Board, Librarian agrees to remain in the exclusive employ of District, and neither seek, accept, or become employed by any other employer until said termination date unless that termination date is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed during Librarian's time off.
- E. This agreement shall be renewed automatically on the same terms and conditions as herein provided for additional one-year periods, unless terminated as set forth in the agreement or unless written notice is given by either party of intent to non-renew at least ninety (90) days before expiration of the current term.
- F. It shall be the responsibility of the Librarian to notify District Board of timelines within the agreement by placing such notice on a regular District Board meeting agenda.

SECTION 3: TERMINATION AND SEVERANCE

- A. Termination without cause. This agreement may be terminated by District by the giving of written notice to Librarian. Except during the probationary period identified in Section 2, paragraph A, or by non-renewal of the contract under Section 2, paragraph E, in the event Librarian is involuntarily terminated without cause before the expiration of the term of the agreement, District agrees to pay Librarian a lump sum severance amount equal to three (3) months' pay. If, however, Librarian is terminated for cause per Section 3, paragraph B, of this agreement or convicted of an illegal act involving personal gain to the Librarian or tending to place the Librarian and/or District in an unfavorable public light, the District shall have no obligation to pay the aggregate severance sum designated in this section.

- B. Termination for cause. This agreement may be terminated for cause by District Board as follows:
- (1) In the event of District Board dissatisfaction with the Librarian's performance, District Board will provide written notice to Librarian of deficiencies and require corrective action. In the development of the corrective action, the Librarian shall be consulted by the District Board, the corrective action shall be attainable within the resources available to the Librarian and the corrective action shall be reasonable in its intent and scope.
 - (2) From receipt of said notice, Librarian shall have sixty (60) days to correct any deficiencies by taking the required corrective actions.
 - (3) At the termination of said sixty (60) days, if Librarian has not corrected the deficiencies and taken the required corrective actions, termination shall occur with written notice.
- C. Resignation. To resign in good standing, Librarian shall provide written notice to the District Board at least 15 days prior to leaving.
- D. Reduction of Benefits. District may reduce Librarian position salary or other financial benefits to reflect a reduction in District finances. District Board may also reduce the salary or other financial benefits to Librarian to reflect reduction in Librarian duties and responsibilities. District Board shall provide written notice of reductions prior to implementation.

SECTION 4: PERFORMANCE EVALUATION

- A. District shall review and evaluate the performance of Librarian **at least once annually near the Librarian's hire date**. It shall be the responsibility of Librarian to schedule said evaluation on the agenda of a regular meeting in a timely fashion. Said review and evaluation shall be in accordance with the duties outlined in Section 1 and specific criteria developed jointly by District Board and Librarian. Said criteria may be added to or deleted from as District Board may from time to time determine in consultation with Librarian. Further, District Board shall provide an adequate opportunity for Librarian to discuss Librarian's evaluation with District Board and the result of such evaluation shall be reduced to writing and agreed to by both parties.
- B. Annually, District Board and Librarian shall define such goals and performance objectives which they determine necessary for the proper operation of the District and for the attainment of District's mission statement, goals, and objectives. The mission statement, goals and objectives shall be reduced to writing and a relative priority shall be established among the goals and objectives. Generally, they

shall be attainable within the time limitations specified and the annual operating and capital budgets and appropriations provided by District.

- C. In effecting the provision of this section, District Board and Librarian mutually agree to abide by the provisions of the District's mission, applicable laws, resolutions, bylaws, and policies of the District.

SECTION 5: PROFESSIONAL DEVELOPMENT

- A. Subject to the local budget process District agrees to budget for the professional dues of the Librarian to participate in the Oregon Library Association (OLA) and American Library Association (ALA) for continued professional advancement and for the good of the District.
- B. Subject to the local budget process District agrees to budget amounts as determined appropriate by the District Board and Budget Committee for the travel, subsistence, and other expenses for professional, business, and official travel, courses, seminars, conferences, and occasions to continue the professional development of Librarian and to pursue necessary official and other functions for the good of the District, including ALA, OLA and the Special Districts Association of Oregon (SDAO).
- C. Librarian is allowed to participate and hold office in organizations outside of the District organization provided that the Librarian shall obtain prior District Board approval for any District expenses associated with that participation, including any Librarian time commitments.

SECTION 6: HOURS OF WORK

- A. Librarian is exempt from overtime. The minimum work week of Librarian shall be forty (40) hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the office of Librarian. Because Librarian will devote a great deal of time outside normal office hours to the business of the District and because flexibility in hours worked and work schedules benefit both District and Librarian, Librarian's work schedule and hours worked may be set by Librarian, subject to District Boards review and approval.
- B. It is further recognized that as part of the responsibility as Librarian, the Librarian shall maintain a home or cellular telephone number, available to staff and Board members, to handle reasonable off-hours business matters

C.

SECTION 7: SALARY AND OTHER BENEFITS

- A. Salary.

- (1) District agrees to pay Librarian for services rendered pursuant to this agreement an annual salary beginning at **\$82,500.00** (Eighty-Two Thousand, Five Hundred Dollars) . Future salaries will be designated in the annual budget. The salary is payable in installments at the same time as other employees are paid.
 - (2) The salary and benefits set forth in this agreement may be increased from time to time at the discretion of the District Board upon completion of the probation period.
- B. Automobile Usage and Allowance. Librarian shall provide their own vehicle to conduct District business. Librarian shall obtain insurance covering usage of their own vehicle for District business in amounts sufficient to provide coverage required under the Oregon Tort Claims Act and naming the District as an additional named insured. District shall reimburse Librarian for travel on District business the yearly mileage rate set by the Internal Revenue Service.
- C. Retirement Program. District agrees to enroll Librarian in a retirement program that is made available to all full-time employees and to continue District's contribution at the same percentage level in effect at the time this agreement is signed. The District's contributions shall begin the first month after the probationary period has expired and shall be paid at no less than 8% of Librarian's gross monthly salary; vesting in the retirement benefit shall occur no later than 4 years after the initial contribution. *****
- D. Other benefits. MaryKay Dahlgreen is opting out of this first benefit (health insurance) and will have it paid instead directly into her District retirement plan. (District shall provide a medical, dental and vision insurance plan(s) with District paid coverage for the employee and their family. The specific plan(s) shall be determined by the District.)
- E. A Term Life Insurance policy and a Long-Term Disability policy shall also be provided at District expense. Terms of those policies shall be determined by District. All of the benefits identified in this paragraph shall begin on the first day of the month following the employment date.
- F. Insurance. District agrees to defend, hold harmless, and indemnify the Librarian from any and all demands, claims, suits, actions, and legal proceedings brought against Librarian in capacity as agent and employee of the District, if Librarian was acting in good faith performance of Librarian's duties.

G. Leave Program. Librarian shall receive twelve (12) days of vacation leave, (12) twelve days of personal leave and (12) twelve days of sick leave the first year with increases over time as stated in the Personnel Policy. Vacation leave may be used in any month after the month earned provided that no vacation leave may be used until after the end of the probationary period without District Board authorization. Sick leave shall be earned at the rate of one (1) day per month and may be used in any month after the month earned. Accrual and administration of leaves shall be in accordance with the Personnel Policies set by the District.

H. Holidays. The following paid holidays shall be provided Librarian:

New Year's Day	Labor Day
Presidents' Day	Veteran's Day
Martin Luther King Jr.'s Day	Thanksgiving Day
Memorial Day	Christmas or Hanukkah
Fourth of July	One floating holiday

SECTION 8: GENERAL PROVISIONS

- A. This agreement shall become effective commencing **August 13, 2019**.
- B. The text herein shall constitute the entire agreement between the parties.
- C. Other terms and conditions of employment may be determined by the District Board relating to the duties and performance of Librarian, provided that such terms and conditions are not inconsistent with the provision of this agreement or any other law. Nothing shall restrict District Board and Librarian to mutually and in writing amend or adjust the terms of this agreement. Librarian reserves the right to discuss the terms or termination of this agreement with the District as a whole in either closed or executive session or open regular session as state law allows.
- D. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. In the event that any attorney is employed to enforce any of these provisions of this agreement or defend the same from any action, suit or proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and other

costs incurred in any legal action, arbitration or other proceeding both at trial and on any appeal therefrom or any petitions for review thereof.

IN WITNESS WHEREOF the District Board has caused this agreement to be signed and executed in its behalf by its President, and Librarian has signed and executed this agreement, both in duplicate, the day and year first above written.

LINCOLN COUNTY LIBRARY DISTRICT

LIBRARIAN

By

By

Brian Fodness, Board President

MaryKay Dahlgreen, Librarian

