

## EMPLOYMENT AGREEMENT

**COPY**

This Agreement is made as of July 17, 2014 by and between the Palos Verdes Library District, herein referred at as "District," and Katherine R. Gould, herein referred to as "Employee".

### **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 duties.
- 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, 2014.
- 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 four (4) years, through and including June 30, 2018.
- 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 obligated 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. Under applicable law, at-will employees may be dismissed or terminated from employment by the Board of Trustees without advance notice or cause; and similarly, at-will employees may resign their employment without notice or cause to their employer. 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) In addition to the duties described in the District Director Job Description, Employee will assist the Board to develop a succession plan for the position of District Director and will prepare and maintain a list of potential candidates for the position. Employee will also assist the Board of Trustees with such activities related to recruitment and selection of a successor Director as may be appropriate within the term of this agreement, including but not limited to developing a recruitment strategy and calendar of activities; participating in applicant screening and selection processes; and providing advice, information, and transitional support to any new Director appointed by the Board.

c) 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 District may engage in outside appearances and activities in the librarianship profession that will not detract from her position.

b) Within thirty (30) days of 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 of the commencement 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 one hundred seventy one thousand five hundred eighty two dollars (\$171,582.00).

b) Employee's salary will be paid semi-monthly with paydays falling on the 10<sup>th</sup> and 25<sup>th</sup> of each month. Payday on the 10<sup>th</sup> of the month covers hours worked from the 16<sup>th</sup> to the end of the previous month; payday on the 25<sup>th</sup> of the month covers hours worked from the 1<sup>st</sup> through the 15<sup>th</sup> of that month. When the 10<sup>th</sup> or 25<sup>th</sup> 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 will be adjusted each July 1<sup>st</sup> 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 be entitled to no additional compensation for such expenditures of time. Employee shall be exempt from FLSA or District-mandated paid overtime compensation.

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.

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 PVL D'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 term life insurance benefit in the amount of one hundred thousand dollars (\$100,000.00).

iv) District will provide Employee with four (4) weeks paid vacation annually. 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.

v) District will provide Employee with 20 hours of Executive leave for calendar year 2014 and with forty (40) hours of Executive leave per calendar year for the subsequent years of this Agreement.

Executive leave is scheduled, paid time off that is provided in recognition of the many hours in excess of forty (40) hours per week that are demanded by Employee's position but not directly compensated on an hourly basis. Executive leave is not an accrued benefit. Employee will not be paid out her Executive leave when her employment with the District ends and Executive leave may not be carried over beyond the end of the last day of the calendar year. Executive leave is subject to a maximum of 40 hours in a calendar year and under no circumstances will leave be granted that will exceed this cap.

Executive leave is intended to be used for absences of four (4) hours or more. Absences of four (4) hours or less will be accommodated using flexible work schedules.

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, or inability to reasonably perform the duties of Director.

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.

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.

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 base salary, as defined in Paragraph 5 of this Agreement, calculated from the date of the notice of termination.

c) 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: Katherine R. Gould  
[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 July 17, 2014.

PALOS VERDES LIBRARY DISTRICT

EMPLOYEE

James D. Moore  
BY: James D. Moore, President

Katherine R. Gould  
Katherine R. Gould

Date: 18 July 14

Date: July 18, 2014