

## EMPLOYMENT AGREEMENT

This Employment Agreement is effective July 24, 2020, by and between the Capital Area District Library (CADL), a district library established pursuant to the District Library Establishment Act, and Scott M. Duimstra (SMD).

**WHEREAS**, CADL is engaged in the delivery of library services in Ingham County; and

**WHEREAS**, CADL desires to employ SMD as its Executive Director and is willing to accept such employment by CADL on the terms and subject to the conditions set forth in this Employment Agreement.

**NOW THEREFORE**, in consideration of the mutual terms and conditions contained herein, **IT IS AGREED AS FOLLOWS:**

**Section 1. Executive Director's Job Duties and Objectives.** SMD shall serve as Executive Director of CADL, with such duties as are stated in this Employment Agreement. SMD shall use his best efforts, skills and abilities to faithfully manage CADL as directed by CADL's Board of Trustees. SMD shall perform such supervisory and management functions as may be commensurate with SMD's position and such other duties as may be from time to time delegated to SMD by CADL's Board of Trustees. SMD shall be responsible for day to day operations, strategic planning, and implementation of CADL's delivery of library services. SMD's duties shall include the following:

### **Staff Direction and Leadership**

- Provides a leadership role to the entire organization
- Selects, supervises and evaluates the members of the Management Team and Administrative Assistant
- Oversees personnel functions for all other departments and 13 branch libraries
- Takes an active role in creating and shaping a vision for the future and promotes that vision to staff members, Library Board, patrons and the community at large
- Communicates expectations of the organization to staff members.

### **Library Services and Programs**

- Supervises, directs and evaluates all Library programs and activities and recommends and implements changes as needed
- Develops and carries out plans for maintenance and expansion of library services and facilities
- Develops and monitors long-range strategic planning
- Supervises the development of collections

### **Financial Management**

- Responsible for overall financial health of the organization
- Oversees preparation and execution of the annual Library budget for Board approval
- Maintains controls over budget expenditures and makes reports as needed
- Recommends appropriate Library millage, ballot proposals and provides leadership in seeking voter approval
- Encourages staff efficiency at all levels and continually looks for ways to

- improve current practices
- Assures utilization of technologies that will improve efficiency of library operations and improve patron service

### **Community involvement**

- Promotes the library's mission to the community at large
- Cultivates relationships with community groups, municipal leaders and individuals to communicate the libraries needs and plans
- Meets and works cooperatively with the Friends of the Library groups as well as other community groups
- Meets with business leaders, public agencies, public and private sector organizations to promote the library
- Works with state and local officials on areas of mutual interest

### **Effective Communication**

- Acts as the primary spokesperson and representative of the library
- Utilizes a variety of media to foster good public relation and communicate Library-related information
- Directs the publication and promotion of library services through various methods

**Section 2. Extent of Executive Director's Services.** SMD shall devote his entire working time, attention, and energies to the performance of his duties for CADL. SMD shall at all times faithfully and to the best of his ability perform his duties under this Agreement. The duties shall be rendered at the Administrative Offices of CADL located in the Lansing Library, 401 South Capitol Avenue, Lansing, Michigan 48933, and at such other place or places and at such times as the needs of CADL may from time-to-time dictate. SMD shall report to CADL's Board of Trustees. SMD must have the prior approval of CADL's Board of Trustees for any outside employment which, in the determination of the Board of Trustees, may have a negative effect on SMD's ability to satisfy the requirements of his position at CADL as Director. The outside employment should not be in direct conflict with library service, involve the use of confidential information learned directly or indirectly through employment with CADL or involve the use of any CADL equipment or materials. Any conflict with library duties resulting from SMD's additional employment will be subject to review by CADL's Board of Trustees or its designee. Any personal income derived from outside employment may be kept by SMD so long as the work was performed on non-work time (vacation days, unpaid personal leave) and outside the scope of SMD's normal work duties.

**Section 3. Term and Duration of the Employment Agreement.** The term of this Agreement shall begin on July 24, 2020, and shall continue for a three year period and shall end on July 24, 2023. This Agreement shall not give SMD any enforceable right to employment beyond this term.

### **Section 4. Compensation**

4.1 **Base Compensation.** SMD will receive a base salary of \$105,000 (One Hundred Five Thousand Dollars) year commencing on July 24, 2020, payable in accordance with CADL's standard payroll procedures. SMD will be subject to a performance evaluation at a time which shall be determined in the sole discretion of the CADL Board of Trustees. In addition, any percentage annual increase to SMD's base salary after the completion of the performance evaluation shall be in the sole discretion of the CADL Board of Trustees.

4.2 **Bonuses.** SMD is eligible for performance-based bonuses, but there is no assurance or expectation that bonuses will be paid. Bonuses will be paid, if at all, in the sole discretion of the Board of Trustees of CADL.

**Section 5. Evaluation of Director.** The Board of Trustees of CADL or its designee shall conduct an initial review of SMD in 6 months from the effective date of this Agreement, in order to determine SMD's compliance with the duties of his position. The Board of Trustees or its designee shall conduct a comprehensive review upon SMD's completion of each year of this Employment Agreement in accordance with the CADL Board Policy on Executive Director Evaluations.

**Section 6. Benefits.** SMD shall receive vacation in the amount of 6 weeks per year. SMD shall receive sick leave, medical, dental, vision insurance and other fringe benefits similar to those provided to full-time non-union employees of CADL.

**Section 7. Expenses to be Reimbursed.** CADL shall reimburse SMD for travel, lodging, entertainment, and other reasonable out-of-pocket expenses actually incurred by SMD in fulfilling his duties as Executive Director. Any reimbursement shall be subject to and limited by CADL's Travel and Financial Policies. SMD shall provide CADL with such written evidence of these expenditures to the CADL Board on a quarterly basis. CADL shall reimburse SMD's professional membership fees up to a maximum of \$2000.00. All other expenses require prior approval by the CADL Board of Trustees.

**Section 8. Termination.**

8.1 **Definitions.** For the purposes of this agreement, the following terms shall have the following meanings:

8.1.1 "Termination For Cause" shall mean termination by CADL of SMD's employment for any of the following reasons: (a) embezzlement, theft, larceny, fraud, or other acts of dishonesty; (b) neglect or intentional disregard of SMD's duties under this Agreement or any other material violation by SMD of this Agreement; (c) conviction of or entrance of a plea of guilty or no contest to a felony; (d) conviction of or entrance of a plea of guilty or no contest to any other crime which has or may have a material adverse effect on SMD's ability to carry out his duties under this Agreement or upon the reputation of CADL; (e) conduct involving moral turpitude; (f) gross insubordination or repeated insubordination after written warning by the Chairperson of the Board of Directors; (g) unauthorized disclosure by SMD of the confidences of CADL; (h) material and continuing failure by SMD to perform the duties described in Section 1 above in a quality and professional manner for at least sixty (60) days after written warning by the Board of Trustees or its Chair.

8.1.2 "Termination Other Than For Cause" shall mean termination by CADL of SMD's employment as Executive Director other than as defined above in a Termination for Cause or as defined below in a Voluntary Termination.

8.1.3 "Voluntary Termination" shall mean termination by SMD of SMD's employment by CADL through SMD's voluntary relinquishment of his position as Executive Director with CADL.

8.2 **Termination For Cause.** Notwithstanding anything else in this Employment Agreement, Termination For Cause may be implemented by CADL at any time during the term of this Employment Agreement in accordance with the definition above-stated, and shall be implemented by written notification to SMD. Upon Termination For Cause, SMD shall promptly be paid all accrued salary, bonus compensation to the extent granted, vested deferred compensation (other than pension plan benefits which will be paid in accordance with the applicable plan), any benefits under any plans of CADL in which SMD is a participant to the full extent of SMD's rights under such plans, accrued vacation pay and any appropriate business expenses incurred by SMD in connection with his duties hereunder, all to date of termination, but SMD shall not be paid any other compensation or reimbursement of any kind, including without limitation, Severance Compensation.

**8.3 Termination Other Than For Cause.** CADL may implement a Termination Other Than For Cause at any time upon giving written notice to SMD of such termination in accordance with Section 8.7 of this Employment Agreement. Upon any Termination Other Than For Cause, SMD shall promptly be paid all accrued salary, bonus compensation to the extent granted, vested deferred compensation (other than pension plan benefits which will be paid in accordance with the applicable plan), any benefits under any plans of CADL in which SMD is a participant to the full extent of SMD's rights under such plans, accrued vacation pay and any appropriate business expenses incurred by SMD in connection with his duties hereunder, all to date of termination, and all Severance Compensation provided, but no other compensation or reimbursement of any kind.

**8.4 Termination by Reason of Disability.** If, during the term of this Employment Agreement, SMD, in the reasonable judgment of CADL's Board of Trustees, has failed to perform his duties under this Employment Agreement on account of illness or physical or mental incapacity, and such illness or incapacity continues for a period of 4 consecutive weeks, CADL shall have the right to terminate SMD's employment hereunder by written notification to SMD and payment to SMD of all accrued salary, bonus compensation to the extent granted, vested deferred compensation (other than pension plan benefits which will be paid in accordance with the applicable plan), any benefits under any plans of CADL in which SMD is a participant to the full extent of SMD's rights under such plans, accrued vacation pay and any appropriate business expenses incurred by SMD in connection with his duties hereunder, all to date of termination, with the exception of medical, dental, vision, disability and life insurance benefits which shall continue through the expiration of this Agreement, but SMD shall not be paid any other compensation or reimbursement of any kind, including without limitation, Severance Compensation. SMD will be considered for reinstatement to the position of Director consistent with the removal of the incapacity at a salary and benefits consistent with his last payroll received as Director.

**8.5 Termination Upon Death.** In the event of SMD's death during the term of this Employment Agreement, SMD's employment shall be deemed to have terminated as of the last day of the pay period during which SMD's death occurs and CADL shall promptly pay to SMD's estate all accrued salary, bonus compensation to the extent granted, vested deferred compensation (other than pension plan benefits which will be paid in accordance with the applicable plan), any benefits under any plans of CADL in which SMD is a participant to the full extent of SMD's rights under such plans, accrued vacation pay and any appropriate business expenses incurred by SMD in connection with his duties hereunder, all to date of termination, but SMD's estate shall not be paid any other compensation or reimbursement of any kind, including without limitation, Severance Compensation.

**8.6 Voluntary Termination.** In the event of a Voluntary Termination, CADL shall promptly pay all accrued salary, bonus compensation to the extent granted, vested deferred compensation (other than pension plan benefits which will be paid in accordance with the applicable plan), any benefits under any plans of CADL in which SMD is a participant to the full extent of SMD's rights under such plans, accrued vacation pay and any appropriate business expenses incurred by SMD in connection with his duties hereunder, all to the date of termination, but no other compensation or reimbursement of any kind, including without limitation, Severance Compensation.

**8.7 Notice of Termination.** CADL may implement a termination of this Agreement pursuant to the provisions of the Termination Section upon giving 5 days written notice to SMD of such termination. SMD may effect a termination of this Agreement pursuant to the provisions of the Termination Section upon giving 5 days written notice to CADL of such termination. This Section shall not apply to a Termination For Cause.

## **Section 9. Severance Compensation.**

**9.1 Severance Compensation in the Event of a Termination Other Than For Cause.** In the event SMD's employment is terminated in a Termination Other Than For Cause, SMD shall

be paid as severance compensation his base salary (at the rate payable at the time of such termination), for a period of 3 months from the date of such termination; provided, however, that if SMD is employed by a new employer during such period, the Severance Compensation payable to SMD during such period will be reduced by the amount of compensation that SMD is receiving from the new employer.

9.2 **No Severance Compensation Upon Other Termination.** In the event of a Voluntary Termination, Termination For Cause, Termination by Reason of SMD's Death or Disability as described herein, SMD or his estate shall not be paid any Severance Compensation.

**Section 10. Arbitration.** Any dispute or controversy arising out of this Employment Agreement or SMD's employment or the termination thereof, including, but not limited to, any claim of discrimination under state or federal law, shall be settled exclusively by arbitration in Lansing, Michigan, in accordance with the Rules of the American Arbitration Association then in effect; provided, however, that in the event of a claimed violation of the confidential information obligation specified in this Agreement, CADL may seek injunctive relief in order to prevent irreparable harm or preserve the status quo. Any dispute or claim shall be considered waived unless arbitration is demanded within 15 days of the occurrence giving rise to the dispute or claim. The Arbitrator shall have no authority to change any provision of this Employment Agreement; the Arbitrator's sole authority shall be to interpret or apply the provisions of this Employment Agreement. The decision of the Arbitrator shall be final and binding. Judgment may be entered on the Arbitrator's award in any court having jurisdiction and SMD and CADL shall bear their own attorney fees.

**Section 11. Withholdings.** All compensation and benefits to SMD hereunder shall be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.

**Section 12. Severability.** If, in any judicial proceeding, a court of competent jurisdiction shall refuse to enforce any of the separate paragraphs deemed included in this Employment Agreement, the parties shall use their best good faith efforts to attempt to agree on a valid provision which shall be a reasonable substitute for the invalid provision. The substitute provision shall be incorporated into this Agreement. If the parties are unable to agree on a substitute provision, then the invalid provision shall be deemed deleted or modified to the minimum extent necessary to permit enforcement and the remainder of this Employment Agreement shall be in full force and effect.

**Section 13. Confidentiality.** SMD agrees that all confidential and proprietary information relating to CADL shall be kept and treated as confidential both during and after the term of this Employment Agreement, except as may be permitted in writing by CADL's Board of Trustees or as such information is within the public domain or comes within the public domain without any breach of this Employment Agreement.

**Section 14. Waiver.** The waiver by CADL of the breach of any provision of this Agreement by SMD shall not operate or be construed as a waiver of any subsequent breach by SMD.

**Section 15. Applicable Law.** CADL and SMD agree that this Employment Agreement shall be interpreted under the laws of the State of Michigan.

**Section 16. Notices.** All notices required or permitted herein shall be in writing, sent by first class mail, postage prepaid, to the following parties at their addresses set forth below:


SDM: Mr. Scott Duimstra  
1269 Wildflower Drive  
Holt, MI 48842

CADL: Board of Trustees  
c/o Capital Area District Library  
Administrative Offices  
401 South Capital Avenue  
Lansing, MI 48933


**Section 17. Merger.** CADL and SMD agree that this Employment Agreement contains the parties' entire agreement and supersedes all prior oral or written understandings and agreements between SMD and CADL.

CAPITAL AREA DISTRICT LIBRARY

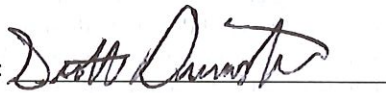
Dated: Aug. 31, 2020

By:   
CADL Chairperson

Dated: 8/31/2020

By:   
CADL Secretary

Dated: 8/31/2020

By:   
Scott Duimstra