

EMPLOYMENT AGREEMENT
BY AND BETWEEN
MS. KRISTIN SHELLEY
AND THE
EAST LANSING PUBLIC LIBRARY

THIS AGREEMENT, which is made and entered into on this _____, 2016, is by and between the **EAST LANSING PUBLIC LIBRARY**, a Michigan municipal library ("LIBRARY"), as represented by its Library Board of Trustees ("LIBRARY BOARD"), and **Ms. KRISTIN SHELLEY** ("MS. SHELLEY"), the current Director of the LIBRARY ("DIRECTOR").

THIS AGREEMENT is an employment agreement between MS. SHELLEY and the LIBRARY as allowed by the East Lansing City Charter ("City Charter"). Said provisions of the City Charter authorize the LIBRARY BOARD to select a DIRECTOR and to authorize the payment of wages and benefits to said DIRECTOR which are within the limits of, and as provided for in, the annual budget adopted by the LIBRARY BOARD and the East Lansing City Council ("City Counsel") for the applicable fiscal year.

IT IS HEREBY AGREED as follows:

1. Duties. The LIBRARY agrees to employ MS. SHELLEY as DIRECTOR to perform the functions and duties specified in the job description included as Attachment A to this Agreement, and to perform whatever legally permissible and proper functions and duties of the DIRECTOR as may be assigned to her from time to time by the LIBRARY BOARD. It is agreed that MS. SHELLEY will (a) observe and comply with all applicable rules, regulations, policies and procedures governing over and applicable to the DIRECTOR, including those promulgate from time to time by the LIBRARY BOARD, and (b) devote as much time, attention, skill and energy as is necessary to perform her duties as DIRECTOR in a diligent, responsible, honest and professional manner, in good faith, and in compliance

with all applicable laws, rules and regulations.

2. Salary. In addition to any other benefits provided to MS. SHELLY by this Agreement, as compensation for the services to be rendered by MS. SHELLY under this Agreement, the LIBRARY agrees to pay MS. SHELLY an annual salary of \$101,899.20, which salary is within City of East Lansing's ("City") pay band 225, with salary increases subject to the Pay System for Non-Union employees of the City. MS. SHELLY shall also receive an annual payment of \$3,000 each June 30 into her designated 457 Retirement Fund, or such other fund as allowable by the City and applicable law.
3. Automobile Allowance. The LIBRARY agrees to provide MS. SHELLY with an automobile allowance of \$150.00 per month.
4. Cell Phone. MS. SHELLY will be provided with, or, alternatively, to the extent allowed by the City's cellular service reimbursement plan, reimbursed monthly for the monthly service cost of , a personal cellular telephone to carry at all times for LIBRARY and reasonable personal use. This cellular telephone or reimbursement shall be provided through the City's cellular service plan and, as such, all reimbursements will be based upon the monthly amount charged through the City's plan.
5. Professional Development. Professional development is understood to be a benefit for the LIBRARY as well as to MS. SHELLY and, as such, the parties agree that MS. SHELLY shall continue her professional development through professional memberships and participation in national, state and local meetings (ALA, MLA, Rotary, etc.). The LIBRARY agrees to bear all reasonable expenses which are incurred during the course of this professional development to an amount not to exceed the annual budgeted appropriation for such professional development activity costs adopted by the LIBRARY BOARD and City Council for the applicable fiscal year.
6. General Expenses. The LIBRARY recognizes that certain job-affiliated expenses will be reasonably incurred by MS. SHELLY in the conduct of LIBRARY business for lunches,

dinner, and the like. MS. SHELLEY will be reimbursed for such reasonable, necessary and authorized expenses upon submission of acceptable receipts or statements to an amount not to exceed the annual budgeted appropriation for such expenses adopted by the LIBRARY BOARD and City Council for the applicable fiscal year.

7. Employee Benefits. The LIBRARY agrees to provide MS. SHELLEY all employee benefits as are available to other Non-Union employees of the City. These benefits include, but are not limited to, paid time off, holiday pay; life, long term disability insurance, health, and dental insurance, long term care insurance; retirement through the Municipal Employees Retirement System Hybrid Plan; but expressly exclude, without limitation, overtime or compensatory time for hours worked in excess of eight (8) hours per day or forty (40) hours per week. It is expressly understood and agreed that requirements of the DIRECTOR position frequently require in excess of forty (40) hours of work per week.
8. Outside Employment. MS. SHELLEY agrees that her position is a full-time occupation. However, the LIBRARY recognizes that teaching or consulting can improve MS. SHELLEY's skills and the image of the LIBRARY. Therefore, any compensated teaching or consulting activities may be undertaken by MS. SHELLEY where there is mutual agreement between the LIBRARY BOARD and MS. Shelley. All expenses incurred and compensation received from such activities shall inure solely to MS. SHELLEY.
9. Tenure. Notwithstanding, to the contrary, any other provision of this Agreement, or any of the rules, regulations, restrictions, policies and procedures governing over, or otherwise applicable to, the DIRECTOR or other Non-Union employees of the City, as promulgated from time to time by the City or the LIBRARY, MS. SHELLEY agrees to serve at the pleasure of the LIBRARY BOARD and acknowledges that her employment as DIRECTOR may be terminated at any time by the LIBRARY BOARD with or without cause. Upon the expiration or any such termination of this Agreement, MS. SHELLEY shall promptly return to the LIBRARY BOARD all materials acquired by or provided to her during her term of employment and, except as otherwise set forth in paragraph 10 of this Agreement, all

compensation and other rights, benefits and privileges allocated to MS. SHELLEY by this Agreement shall immediately terminate.

10. Severance. If, during the term of this Agreement, MS. SHELLEY's employment is terminated by the LIBRARY BOARD, MS. SHELLEY shall be provided ninety (90) days of severance in the form of regular pay and the continuation of her health insurance benefits during such ninety (90) day period.
11. Effective Date. The term of this Agreement shall be effective from May 1, 2016, through May 1, 2018, and, unless renewed or replaced by a subsequent Agreement, shall automatically be extended annually thereafter unless either party shall deliver written notice of non-renewal at least 30 days prior to the end of the then existing term.
12. Severability. All agreements and covenants herein are severable, and in the event any of them shall be held to be invalid or unenforceable by any competent court of applicable jurisdiction, such ruling shall not invalidate this Agreement and this Agreement shall be interpreted as if such invalid or unenforceable agreements or covenants were not contained herein.
13. Attorneys' Fees. The prevailing party in any litigation, arbitration or other legal proceeding brought by a party to enforce this Agreement shall be entitled to recover, in addition to any other relief obtained, the costs and expenses, including actual reasonable attorneys' fees, incurred by the prevailing party in connection with such proceeding. The preceding shall expressly survive the expiration or early termination of this Agreement.
14. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all prior written and oral communications between them. This Agreement and its validity, construction and performance shall in all respects be governed by and construed in accordance with the laws of the state of Michigan.

IN WITNESS WHEREOF, this Agreement has been executed by Lance R. Wilkinson, President

of the East Lansing Public Library Board of Trustees, for and on behalf of the East Lansing Public Library, and Ms. Kristin Shelley, in her individual capacity, effective as of the date first written on Page 1.

Dated: _____

MS. KRISTIN SHELLEY

EAST LANSING PUBLIC LIBRARY

Dated:

BY:
LANCE R. WILKINSON, President of the
East Lansing Public Library Board of Trustees