

**EMPLOYMENT AGREEMENT
BY AND AMONG
THE EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
AND
KAREN DANCZAK LYONS**

THIS AGREEMENT is made and entered into by and among the **Evanston Public Library Board of Trustees** (the "Board" or "Employer") and **KAREN DANCZAK LYONS**, an individual ("Employee" or "Lyons"). Collectively the Board and Employee shall be referred to herein as the "Parties".

WHEREAS, the Board desires to employ the services of Lyons as the Library Director of the Evanston Public Library (the "Library"), City of Evanston, Illinois; and

WHEREAS, the power of appointment for Lyons is vested in the Board; and

WHEREAS, the Parties believe this document will be of assistance to describe their relationship, to serve as the basis of effective communication between them, and to describe certain terms and conditions of employment,

NOW THEREFORE, the Parties hereby agree as follows:

1) **Duties.** The Board hereby employs the Employee to perform such functions and duties of Library Director as assigned by the Board. The Employee shall, under the direction of the Board, be the administrative head of the Evanston Public Library and shall be responsible for the efficient administration of the Evanston Public Library. The Employee agrees to remain in the exclusive employment of the Employer until her employment terminates and neither to accept other employment nor to become employed by any other employer until after said termination date and then, only in accordance with the rules established by the Board. The term "employment" shall not be construed to include occasional teaching, writing, or consulting performed on Employee's time off.

2) **At-Will Employee.** The Employee is employed at the pleasure of the Board and may be terminated at will by the Board at any time with or without hearing or other termination process. The Employee's employment commenced on April 16, 2012. THE EMPLOYEE IS AN AT-WILL EMPLOYEE; THIS DOCUMENT DOES NOT CREATE A CONTRACTUAL RELATIONSHIP. THE EMPLOYEE'S EMPLOYMENT IS TERMINABLE BY EITHER THE EMPLOYER OR THE EMPLOYEE FOR WHATEVER REASON OR NO REASON AT ALL. This agreement is of an indefinite term subject to the Parties' ability to terminate the Employee's employment.

If Lyons's employment is terminated by action of the Library and said termination is not for cause, Lyons shall receive a lump sum cash payment in the amount of nine (9) months of base salary. In addition, the Library will continue all of Lyons's health benefits, including dependents, for a period of nine (9) months following termination. If

Lyons leaves voluntarily, she will be entitled to compensation for accrued and unused vacation days, floating holidays, and sick days (up to 35 days), but she shall not receive any severance pay. Severance shall not be paid if it is determined by the Library Board that termination is required by reason of the willful breach or habitual neglect of the duties that Lyons is required to perform under the terms of this Agreement; conviction of any felony; conviction of any crime involving moral turpitude. In the event Lyons voluntarily resigns, she shall provide the Library with sixty (60) days' notice in advance unless all parties otherwise agree. In said event, the Library shall not be required to pay described severance benefit but shall pay accrued vacation and sick leave per Executive Benefits policy.

3) **Salary.** The Employer agrees to pay the Employee for her services rendered pursuant hereto an annual base salary of One Hundred Forty-Nine Thousand Three Hundred Dollars (\$149,300.00) effective April 20, 2015. No later than April 2016, the Employee's salary will be renegotiated for more beneficial terms but may not be reduced. Salary shall be payable in installments at the same time as other employees of the Employer are paid. In addition to the base salary, the Employer shall pay on the Employee's behalf an annual deferred compensation of Ten Thousand Five Hundred Dollars (\$10,500) to a qualified tax deferred plan.

4) **Performance Evaluation.** The Board shall evaluate and assess in writing the performance of the Employee at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the job description of the Library Director and the goals and objectives of the Board for the year in question. The President of the Board, or his or her designee, shall provide the Employee with a written summary statement of the findings of the Board and shall provide a reasonable opportunity for the Employee to discuss her evaluation with the Board. The written summary shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory.

5) **Vacation and Other Benefits.**

(a) **Vacation.** The Employee shall accrue vacation hours, based upon hours worked, according to the Employer's Personnel Policies for non-represented employees of City general government and any relevant amendments thereto. Employee shall accrue vacation bi-weekly based upon an annual accrual of twenty (20) work days per year.

(b) **Floating Holidays.** The Employee will be entitled to six or seven floating holidays, depending on the day that Christmas falls per calendar year.

(c) **Holidays and Sick Leave.** The Employee will accrue sick leave at the rate of one full sick day for every month. The Employee will also be entitled to receive paid holiday benefits including New Year's Day, Memorial Day, Fourth of July,

Labor Day, Thanksgiving and Christmas, and depending on which day of the week it falls Christmas Eve as well.

(d) *Retirement.* Library employees working more than half-time are required by state law to participate in the IMRF pension plan. The employee contribution to the plan is 4.5% of the Employee's salary, on a bi-weekly, pre-tax basis. The Library's contribution varies each year based on actuarial evaluations. Disability benefits are provided by IMRF after one year of employment.

(e) *Insurance.* The Employer shall provide the Employee such group medical-dental-vision insurance and group life insurance in the same amounts and on the same terms and conditions as the City provides to non-represented employees of the City general government, and shall make such partial payment toward the premiums of such insurance as it does for non-represented employees of the City's general government. The City may change insurance, reduce the Employee's insurance coverage or reduce any premiums paid by the City towards the Employee's coverage provided that any such changes apply in general to other non-represented employees of the City's general government. The Employee shall pay all premiums in excess of the Employer's payment.

(g) *Other Eligible Benefits.* The Employee is also eligible to participate in several other benefit programs, to which no Employer contribution will be made unless specified by this agreement. The following benefit programs are available to you:

- i. ICMA Deferred Compensation and Roth IRA benefits;
- ii. Credit Union;
- iii. CTA/RTA Transit Program; and
- iv. Bright Start Program.

6) ***Expenses.***

(a) *Automobile.* Employee will utilize Employee's private vehicle in the course of her duties. Employee will be responsible for all maintenance, repair, insurance, and fuel for said vehicle. The Employer agrees to pay the Employee Six Hundred Dollars (\$600.00) per month as an automobile allowance for her private vehicle.

(b) *Business Expenses.* The Employer shall pay or reimburse the Employee for reasonable business expenses to the extent budgeted and approved by the Board.

(c) *Professional Expenses.* The Employer shall pay or reimburse the Employee for reasonable professional dues, including personal memberships in the Public Library Association and the Illinois Library Association, and subscriptions and

reasonable travel and other expenses for professional meetings, seminars, and other professional development activities to the extent budgeted and approved by the Board up to \$5,000.00 annually.

(d) *Laptop.* The Employer will provide the Employee with a laptop computer to use for conducting the Employee's professional responsibilities as the Library Director.

(e) *Cell Phone Expenses.* Employee will utilize Employee's private cell phone in the course of her duties. Employee will be responsible for all maintenance and repair for said device. The Employer agrees to pay the Employee One Hundred Dollars (\$100.00) per month as a cell phone allowance.

(f) *Parking.* The Employer will provide the Employee with free parking.

(g) *Overnight Accommodations.* The Employer will provide the Employee with a per diem of up to Two Hundred Dollars (\$200.00) for meals and lodging for those occasions when the Employee deems it is advantageous for her to stay overnight in Evanston for Library business-related reasons. The Employer will reimburse the Employee for these expenses after she submits expense receipts. The Employee will be reimbursed for no more than five (5) overnight stays per calendar year.

7) ***Indemnification.*** The Library agrees to defend, hold harmless, and indemnify the Employee from any and all demands, claims, suits, actions, and legal proceedings brought against the Employee in her individual capacity, or in her official capacity as agent and employee of the Library, provided the demand, claim, suit, action, or legal proceeding arises from an incident occurring while the Employee was acting within the scope of her employment and excluding acts of gross negligence, willful misconduct, criminal litigation, claims for fraud and dishonesty, and administrative and disciplinary proceedings against the Employee. The Library shall have the option, within its sole discretion, to settle or litigate the matter as it determines. In no case, will the individual Board members be considered personally liable for indemnifying the Employee against such demands, claims, suits, actions, and legal proceedings.

8) ***Bonding.*** The Library shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

9) ***Amendments.*** The Board, after consultation and mutual agreement with the 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 City of Evanston City Code, Illinois Library Laws or any other law.

10) ***Notices.*** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(a) BOARD Evanston Public Library Board of Trustees
Attn: Board President
1703 Orrington Avenue
Evanston, IL 60201

(b) EMPLOYEE Evanston Public Library
Attn: Karen Danczak Lyons
1703 Orrington Avenue
Evanston, IL 60201

Alternatively, notices required pursuant to this Agreement may be served personally in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

11) ***General Provisions.***

(a) The text herein shall constitute the entire Agreement between the parties.

(b) This Agreement shall be binding upon and inure to the benefits of the heirs at law and executors of Employee.

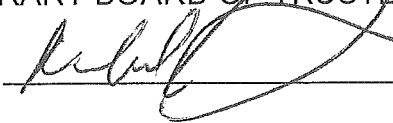
(c) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(d) The laws of the State of Illinois shall govern the construction, validity, performance, and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate Court sitting in State or Federal Court in Illinois.

12) ***Effective Date.*** The Agreement shall become effective upon execution by all parties.

IN WITNESS WHEREOF, the Library Board of Trustees and Karen Danczak Lyons has caused this Agreement to be signed and executed in its behalf by the appropriate persons, on dates set forth above.


LIBRARY BOARD OF TRUSTEES

By:  Date: 20 May 2015

Its: President

Print Name: Michael M. Tannen

KAREN DANCZAK LYONS

By:  Date: 20 May 2015