EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES
Wednesday, March 7, 2012
6:30 P.M.
Evanston Public Library, 1703 Orrington Avenue, Community Meeting Room

SPECIAL MEETING AGENDA

1. CALL TO ORDER / DECLARATION OF QUORUM

2. CITIZEN COMMENT
   Not to exceed 15 minutes.

3. NEW BUSINESS
   A. Appointment of Karen Danczak Lyons as Library Director
   B. Approval of Employment Contract with Karen Danczak Lyons
   C. Appointment of Paul Gottschalk as Interim Library Director
   D. Cancellation of March 21st Board Meeting

4. ADJOURNMENT

Next Regular Meeting: March 21, 2012 at 6:30 pm
The City of Evanston is committed to ensuring accessibility for all citizens. If an accommodation is needed to participate in this meeting, please contact the Library at 847-448-8650 48 hours in advance of the meeting so that arrangements can be made for the accommodation if possible.
EMPLOYMENT AGREEMENT
BY AND AMONG
THE EVANSTON PUBLIC LIBRARY BOARD OF TRUSTEES,
THE CITY OF EVANSTON AND
KAREN DANCZAK LYONS

THIS AGREEMENT is made and entered into by and among the Evanston Public Library Board of Trustees (the “Board”); the CITY OF EVANSTON, an Illinois home rule municipality (the “City”), and KAREN DANCZAK LYONS, an individual (“Employee” or “Lyons”). Collectively the Board, the City and Employee shall be referred to herein as the “Parties”.

WHEREAS, the City and the Board desires to employ the service 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 not the City Manager, due to recent organizational changes within the City of Evanston and the Evanston Public Library; and

WHEREAS, the Parties believe that a written employment contract is necessary to specifically describe their relationship, to serve as the basis of effective communication between them, and to describe the terms and conditions of employment,

NOW THEREFORE, the Parties hereby agree as follows:

1) Duties. The City and the Board hereby employ 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 City and the Board 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, consulting or military reserve service 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. Your employment will commence on April 16, 2012. YOU ARE AN AT-WILL EMPLOYEE; THIS DOCUMENT DOES NOT CREATE A CONTRACTUAL RELATIONSHIP. YOUR EMPLOYMENT IS TERMINABLE BY EITHER THE EMPLOYER OR THE EMPLOYEE FOR WHATEVER REASON OR NO REASON AT ALL.
3) **Salary.** The City agrees to pay the Employee for her services rendered pursuant hereto an annual base salary of One Hundred Thirty-Five Thousand Dollars ($135,000.00), prorated from the date of assumption of duties, which shall be not later than April 16, 2012. After twelve months, your salary will be renegotiated for more beneficial terms. Salary shall be payable in installments at the same time as other employees of the City are paid. In addition to your base salary, the City shall pay on your behalf an annual deferred compensation of Three Thousand and no/100 Dollars ($3,000.00) 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 City’s Personnel Policies for non-represented employees of City general government and any relevant amendments thereto. Upon commencing full time employment, Employee shall begin accruing vacation based upon an annual accrual of twenty (20) work days per year.

(b) **Floating Holidays.** For future years, you will be entitled to six or seven floating holidays, depending on the day that Christmas falls per calendar year. This year you are entitled to five floating holidays based on your start date. The Parties recognize that you have a prior out-of-town commitment on or about May 3 – May 25, 2012. You may use up to five floating holidays or take unpaid time off during this period.

(c) **Holidays and Sick Leave.** The Employee will accrue sick leave at the rate of one-half sick day per month for the first six months of employment and at the rate of one full sick day for every month thereafter. You will also be entitled to receive holiday benefits as determined by the Board budget.

(d) **Unpaid Leave.** Per the City of Evanston budget, you will need to select three days of unpaid time off in 2012. Please work with the City Manager within your first week of employment to select your unpaid days.

(e) **Retirement.** City 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 your salary, on a bi-weekly, pre-tax basis. The City's
contribution varies each year based on actuarial evaluations. Disability benefits are provided by IMRF after one year of employment.

(f) Insurance. The City 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 (up to $18,750.00). 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 City’s payment. The effective date for this coverage is the first of the month following your official employment date, i.e. May 1, 2012.

(g) Other Eligible Benefits. You are also eligible to participate in several other benefit programs, to which no City contribution will be made. 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, and fuel for said vehicle. The City agrees to pay the Employee Four Hundred Dollars ($400.00) per month as an automobile allowance for her private vehicle.

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

   (c) Professional Expenses. The City shall pay or reimburse the Employee for reasonable professional dues 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 City will provide you with a laptop computer to use for conducting your 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 City agrees to pay the Employee One Hundred Dollars ($100.00) per month as a cell phone allowance.

7) **Indemnification.** The City and the Board agree 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 City and the Board, 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 City and the Board shall have the option, within its sole discretion, to settle or litigate the matter as it determines. In no case, will the individual City Council members or the Board members be considered personally liable for indemnifying the Employee against such demands, claims, suits, actions, and legal proceedings.

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

9) **Amendments.** The City Manager, after consultation and mutual agreement with the Board and 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, 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) CITY City of Evanston
Attn: City Manager’s Office
2100 Ridge Avenue
Evanston, Illinois 60201

(b) BOARD Evanston Public Library Board of Trustees
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 personally served 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 both parties.

**IN WITNESS WHEREOF,** the City of Evanston, 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.

CITY OF EVANSTON

By: _________________________

Its: City Manager

Print Name: Wally Bobkiewicz

KAREN DANCZAK LYONS

By: _________________________

LIBRARY BOARD OF TRUSTEES

By: _________________________

Its: Vice-President

Print Name: Susan Newman

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