



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by **Southern California Library Cooperative** (“SCLC”), and **Christine Powers** (“Executive”), with reference to the following facts:

1. The effective date of this Agreement shall be January 1, 2023 (“Effective Date”).
2. SCLC and Executive desire to formalize the employment relationship of Executive with SCLC in a written agreement that specifies, among other things, the terms and conditions and the duration of such employment.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants and conditions set forth herein, SCLC and Executive hereby agree as follows:

1. **Employment.** SCLC hereby employs Executive, and Executive hereby accepts employment and agrees to serve as Executive Director for SCLC under the terms and conditions set forth herein. Executive agrees to perform, faithfully and diligently, all duties and responsibilities required of such position and other duties that are assigned to Executive by the Administrative Council provided that such duties are the types of duties that would ordinarily be assigned to a person occupying an executive position. Due to the nature of the position, it is understood that the workday and workweek hours may vary. The Executive is an exempt position; Employee shall not be eligible for overtime. Executive further agrees to use Executive’s best efforts to promote the interests of SCLC and that Executive, with exception for personal business matters and charitable functions, will devote all of her business time and effort to the business and affairs of SCLC during the term of Executive’s employment with SCLC. Executive shall report to Administrative Council through the Chair and/or a designee of the Administrative Council (hereinafter “Supervisor”).
2. **Terms.**
 - A. **Term.** The term of employment of Executive hereunder will be three years, commencing on the Effective Date of this Agreement and expiring on the third anniversary of the Effective Date (“Term”). However, the “Term” of this Agreement may be ended immediately if any of the following occur:
 - (i) The termination of Executive’s employment in accordance with Section 2.C, below;
 - (ii) Executive’s retirement in accordance with SCLC’s plans and policies; or

(iii) Executive's death.

B. **Extension of Agreement.** Except as provided in Section 2.A, the Term of the Agreement shall be automatically extended for one additional year unless written notice is given by either party that the party does not want the Term of the Agreement to be extended. Notice shall be provided no later than 30 days prior to the expiration of the Agreement (the "Notice of Non-Renewal"). SCLC and Executive agree that the Term of the Agreement may only be extended once.

C. **At-Will.** Executive agrees and acknowledges that her employment with SCLC is "at will" and that SCLC may terminate Executive at any time with or without cause. For the purposes hereof, termination for "Cause" shall mean termination due to any of the following:

- (i) Executive's violation of any of the provisions herein;
- (ii) Executive's commission of an act of fraud, embezzlement, theft or dishonesty against SCLC or its affiliates;
- (iii) Executive's conviction of, indictment for (or its procedural equivalent), or the entering of a guilty plea (or pleading by executive of nolo contendere) to any crime (a) with respect to which imprisonment is a possible punishment or (b) involving moral turpitude or which might, in the reasonable opinion of the SCLC, cause embarrassment to SCLC;
- (iv) Engaging in misconduct materially and demonstrably injurious to SCLC;
- (v) Material failure to comply with Company policies;
- (vi) Unsatisfactory performance of the duties and obligations of Executive's position after written notice by the Supervisor of performance deficiencies and a reasonable opportunity to improve.

The parties agree that the purpose of defining "Cause" for termination of the Agreement is to establish the amount of compensation, if any, to be paid to Executive upon the termination of Executive's employment by SCLC. By defining causes for termination, the parties do not intend to limit SCLC's right to terminate Executive's employment at any time for any reason.

D. **Compensation Upon Termination of Employment.**

- (i) **Compensation Upon Termination for Cause or Upon Termination of Agreement by Executive.** If Executive's employment shall be terminated for Cause as described in Section 2.C or Executive elects to terminate her employment, SCLC shall be discharged of any obligations under this Agreement except for any Base Salary, as this term is defined in Section 2.F(i), below, through Executive's last date of employment. Employer

shall have no further obligation to pay any compensation of any kind or severance payment of any kind.

(ii) Compensation Upon Termination Without Cause. If SCLC shall terminate Executive's employment other than for "Cause" pursuant to Section 2.C., above:

- (a) SCLC shall continue to pay Executive their Base Salary without interest for a period of six months from the date of termination, in accordance with normal payroll practices, or until the conclusion of the Term of this Agreement, whichever period is shorter.
- (b) SCLC shall maintain in full force and effect, for a period of six months from the date of termination or until the conclusion of the Term of this Agreement, whichever period is shorter, all employee benefit plans and programs providing health and/or life insurance benefits in which Executive was entitled to participate immediately prior to the date of Termination, provided that Executive's continued participation is possible under the general terms or provisions of such plans and programs.

E. Return of Company Property. Upon completion of Executive's employment with SCLC for any reason, whether by SCLC or by Executive, Executive shall immediately return to SCLC, without condition, all files, records, documents, keys, identification badges or papers identifying Executive as an officer or employee of SCLC, and all other property that has been furnished to Executive by SCLC.

F. Compensation. In consideration for all services to be performed under, and subject to Executive's compliance with the terms and provisions of this Agreement, Executive shall receive the initial salary and auto allowance set out below:

- (i) Base Salary. Executive shall be paid a salary at not less than one hundred sixty thousand dollars (\$160,000) per year ("Base Salary"). Bonuses are not eligible for compensation. The Base Salary will be payable in installments in accordance with SCLC's usual payroll procedures; SCLC will be entitled to withhold therefrom such payroll, Social Security, state disability taxes and other amounts required to be withheld by law and for employee benefit plans in which Executive participates; and the Base Salary shall be prorated for any partial year that Executive is employed hereunder. The Base Salary shall be subject to increase during the Term of this Agreement once annually at the discretion of the Executive Committee.
- (ii) Car Allowance. Executive shall receive a car allowance of four hundred dollars (\$400) per month during the term of Executive's employment. Any

travel to conduct business with contracted cooperatives will be charged the current mileage at the government rate.

- (iii) Communication Allowance. Executive shall receive a communication allowance of nineteen hundred and fifty dollars (\$1,950) for 12 months.
- (iv) Vacation. Executive shall be entitled to 160 hours (four weeks) vacation for each calendar year this Agreement is in effect. Such vacation shall be taken at such time or times as may be agreed between Executive and the Supervisor. The maximum vacation accrual shall be administered in accordance with SCLC's written policies and procedures. Executive will have the four weeks populated on the effective date of this agreement.
- (v) Employee Benefit Plans. Executive shall be entitled to participate in such health insurance and other benefit plan(s) or programs as SCLC may from time-to-time make available to its employees commencing on Executive's first day of employment. Any other fringe benefits or prerequisites to be made available to Executive shall be subject to prior approval of SCLC's Administrative Council:

Health and other insurance: All fulltime employees are eligible for health, vision and dental insurance as follows:

- Health insurance: Up to the current rate of employer contribution, difference is put into a 457 plan account for the employee. Health insurance is offered through CalPERS.
- Dental and vision insurance: Full cost of dental and vision insurance paid for employee. Dependents and other eligible family members can be added on, with additional cost being paid by the employee.
- Long Term Disability (LTD): Effective after 90 days of disability, coverage is 60% of salary with a \$2,000 maximum per month.
- Life/Accidental Death & Dismemberment: \$10,000, reduced at age 65 if still employed by SCLC.
- Leave: SCLC offers vacation and sick leave, as well as personal leave, holidays, floating holidays, paid jury duty and bereavement leave.
- Vacation 160 hrs/year Maximum of 320 hrs. may be accrued.
- Personal 32 hrs/year Per year, no carry over
- Holidays 11 days Per year, no carry over.
- Floating holidays 2 days Per year, no carry over.
- Sick 96 hrs/year Maximum of 520 hrs. may be accrued
- Jury duty 5 days/year
- Bereavement 3 days/year, no carry over.
- Retirement: SCLC participates in CalPERS. Under the Public Employees Pension Reform Act of 2013 (PEPRA), for any SCLC employee hired AFTER January 2, 2013 the following applies:
 - Employee contribution: 7% of salary
 - Retirement formula: PEPRA 2% at 62, Classic 2% at 55

- Note: New employees are subject to the Pensionable Compensation Cap put in place by PEPRRA. If a new employee is a "classic" CalPERS member, the above limits may not apply.
- Professional development: SCLC offers its executive director the opportunity to participate in professional organizations at the state and national levels. SCLC pays membership dues for the ED in both California Library Association and American Library Association. Opportunities to attend various conferences and seminars are also available.


(vi) Other. Upon resumption of office-based administration and/or in-person SCLC meetings, SCLC reserves the right to negotiate minimum in-person participation.

3. **Conflict of Interests**. During the Term of this Agreement, Executive shall devote Executive's full working time, ability, and attention to the business of SCLC, and shall not accept other employment or engage in any other outside business activity which interferes with the performance of Executive's duties and responsibilities under this Agreement or which involves actual or potential competition with the business of SCLC, except with the express prior written consent of SCLC's Administrative Council.
4. **Amendment**. This Agreement may be modified only by written agreement signed by the party against whom any amendment is to be enforced.
5. **Governing Law**. Any controversy or claim arising out of or relating to the construction or application, enforceability, or out of or relating to any breach or alleged breach, of any terms, provisions, or conditions of this Agreement shall be governed by California law.
6. **Partial Invalidity**. In the event any provision of this Agreement is void or unenforceable, the remaining provisions shall continue in full force and effect.
7. **Interpretation and Fair Construction**. In the event it is determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and shall not be construed against or for any party. The headings of the Sections and Subsections of this Agreement are for convenience of reference only, shall not be considered in, nor shall they affect, the interpretation of any of the provisions of this Agreement.
8. **Waiver**. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment thereof, but the same shall be and remain in full force and effect. No waiver shall be effective unless it is set forth in writing and is signed by the party granting such waiver and no waiver of the breach of any provision hereof shall constitute a waiver of any other breach, whether previous or subsequent, of the same provision.

9. **Opportunity to Consult Counsel.** The parties acknowledge that they have had an opportunity to consult with their respective counsel regarding this Agreement.
10. **Complete Agreement.** This Agreement contains the entire agreement between the parties, and supersedes any and all prior and contemporaneous oral and written agreements or discussions, including, without limitation, Executive's previous employment contracts or relationships with SCLC, which shall have no further force and effect.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date first written above.


EXECUTIVE:



Christine Powers

Dated: 12/19/2022

SOUTHERN CALIFORNIA LIBRARY COOPERATIVE:



Gary Shaffer, Chair

Dated: December 16, 2022