

COALINGA-HURON LIBRARY DISTRICT

EMPLOYMENT CONTRACT FOR DIRECTOR OF LIBRARY SERVICES

1. **PARTIES:** The parties to this employment contract are the governing Board of the Coalinga-Huron Library District hereinafter referred to as “Board” and Jeannette Davies hereinafter referred to as “Employee”.
2. **EMPLOYMENT:** Board hereby agrees to employ Employee as Director of Library Services on the terms and conditions set for below.
3. **TERM:** The initial term of this agreement shall begin October 15, 2025, and end October 14, 2028. At the end of the initial term or any renewal term, this Agreement shall automatically renew for an additional one-year term unless either party gives written notice of nonrenewal 90 days prior to the expiration of initial term or any renewal term.
4. **DUTIES:** Generally, the employee shall perform the duties of the Director of Library Services in the manner prescribed by the laws of the State of California and under the policies and procedures of the Board and such other duties as the Board may determine from time to time and as otherwise provided in the job description attached hereto as Exhibit “A”. In addition, employee shall serve as Secretary and Executive Office of the Board. Employee agrees to devote their full time, attention and skill to employment under this agreement. Employee shall respond to all Board inquiries within the time established by the Board (five business days). If the time required to gather the information the Board member requested will be more than five business days, the Director shall notify the Board member in writing within five business days, that they will be unable to gather the information within five business days and specify the date the Director will submit the requested information to the Board member.
5. **COMPENSATION:**
 - a. The Board agrees to pay the Employee an initial salary of one hundred thousand dollars (\$100,000.00) less all applicable withholdings and deductions as required by law or authorized by Employee. The salary shall be paid in equal monthly installments on the last day of each month following rendition of service.
 - b. At the conclusion of the employees second year, the employee’s salary may increase 2% upon a job review rating of “above satisfactory” or “exceptional”.

- c. Thereafter, the Parties reserve the right to change Employee's salary upon the mutual written consent of the employee and the Board as provided in Paragraph 11.
- d. It is understood that the demands of the position will require the Employee to average more than an eight-hour workday or a forty-hour workweek. It is also understood that there will be times when the demands of the office do not require the presence or services of the Employee during the normal work day or work week. Therefore, the Employee shall maintain a work schedule that is sufficient to adequately, efficiently, and effectively perform the duties of the position. Unless otherwise directed by the Board, the Employee may be absent from duty during normal working hours and shall not be required to adhere to those office hours prescribed for other personnel. The Parties agree that the Employee shall not be entitled to overtime compensation.
- e. Masters: Employee will receive an annual stipend for her Masters of Fifteen hundred dollars \$1,500.00.
- f. Signing Bonus: The District shall provided a one-time payment of Four thousand dollars \$4,000.00 signing Bonus payable at the first full pay period, following Employee's employment with the District. This signing bonus shall be subject to applicable taxes and withholdings

6. BENEFITS:

- a. Health and Welfare and Retirement - Employee shall be entitled to health and welfare benefits, state retirement contributions and social security contributions, on such terms as are currently applicable to other fulltime employees of the Library District.
- b. Vacation – Beginning October 15, 2025, Employee shall accrue 80 hours of paid vacation annually, exclusive of legal holidays, which shall accrue on a weekly basis. Employee agrees to notify the Board of vacation plans 30 days in advance and to take such vacation at such times as may be agreeable. Employee is encouraged to take all vacation days during the fiscal year in which vacation is earned. The remaining hours, if not taken, may be paid out at Employee's hourly rate in June of each fiscal year upon Employee's request. No more than fifteen (15) days can be carried forward from any fiscal year to another.
- c. Sick Leave – Employee is entitled to sick leave as provided in the employee handbook of the Library District. Beginning October 15, 2025, Employee shall receive 104 hours of sick leave annually, which shall accrue on a weekly basis.

- d. No Reason Day - Employee is entitled to 8 hours of leave per contract year to be known as a "No Reason Day." No Reason Day shall be compensated time off at the employee's regular rate of pay, taken in increments of no less than 4 hours. No Reason Days that are not fully taken during a contract year shall accrue into the employee's existing bank of sick leave. As such, accrued No Reason Days shall not be paid out upon termination of employment.
7. **OUTSIDE ACTIVITIES:** Employee is encouraged to attend appropriate professional meetings at the local and state level, at the expense of the District, which the Board deems necessary and proper within the financial limitations of the District.
8. **REIMBURSEMENT OF EXPENSES:** The employee shall be reimbursed by the Board for all reasonable and necessary expenses incurred on behalf of the Board for travel and other authorized expenditures upon submission of expense report within District policy.
9. **EVALUATION:** The Board shall evaluate Employee at least once a year and shall devote a portion of at least one meeting annually to a discussion of the working relationship between Employee and the Board. Evaluation criteria shall be provided by the Board after consultation with the Employee and shall be directly related to Employee's position description, relationship with the Board and working relationship with Library Staff. If the Employee's evaluation is below standard, the Board shall provide the Employee with specific improvement desired. A copy of the evaluation shall be placed in the Employee's personnel file. The evaluation of the Employee shall be discussed in Closed Session. The Board President and the Director of Library Services shall also meet informally no later than April 30th each year in order to assess the working relationship between the Board and the Director of Library Services' progress and to evaluate the Director of Library Services toward the established goals and objectives.
10. **RATING:** At the conclusion of each year's annual evaluation, the Board shall determine in writing whether or not the Employee's evaluation is "Exceptional," "Above Satisfactory," "Satisfactory," "Needs Improvement", or "Unsatisfactory." An evaluation shall be deemed "Exceptional" or "Above Satisfactory" if the majority of the Board members have rated the Employee as "Exceptional" or "Above Satisfactory" on their individual evaluations. If the Board's evaluation is not completed by November 1 of any year under this Agreement, the Board shall take prompt action to complete the evaluation. If the Board's evaluation is completed after November 1 and if it is "Exceptional" or "Above Excellent," if applicable the Employee shall be entitled to any applicable salary increase approved by the Board

retroactive to November 1 of the applicable year. The Board shall publicly report the final rating of the Employee's evaluation, and any salary increase.

11. **FAILURE TO REVIEW:** Failure of the Board to complete the evaluation process does not constitute a material breach of the Agreement and shall not result in amendment or extension of the Agreement. Failure of the Board to evaluate the Employee shall not preclude the Board from giving notice of termination or nonrenewal in accordance with the applicable provisions of this Agreement
12. **GOAL SETTING:** The Board and the Director of Library Services shall annually develop and endeavor to agree upon performance goals and objectives and evaluation form for use. If the parties cannot reach mutual agreement as to any aspect of the evaluation format or process for the Director of Library Services, the Board's determination shall prevail.
13. **AMENDMENT:** This agreement may be amended by mutual consent of the Board and the Employee, and any adjustment regarding the Employees salary during the term of this Agreement shall be deemed an amendment and not a new contract. All amendments must be in writing and signed by the parties. In the event a new agreement is agreed upon between the Board and the Employee, execution of that agreement by the parties shall be deemed an automatic termination of this agreement.

14. TERMINATION OF CONTRACT:

- a. Mutual Consent – This agreement may be terminated at any time by mutual consent of the Board and the Employee.
- b. Termination Without Cause – The Board, in its sole discretion, shall upon giving ninety (90) days written notice, have the option to terminate the Agreement without cause and without further liability.
- c. Termination With Cause – Employee's status as Director of Library Services and all Employees rights under the Agreement may be terminated by the Board at any time for cause which includes, but is not limited to: Employees material breach of the Agreement, any ground enumerated in the Education Code, Employees failure to perform as specified in Employees job description, Employees conviction of a crime, or any act of moral turpitude by the Employee. The process for such termination will be in accordance with the approved Board policy on Disciplinary Action and Hearing.

15. **GENERAL PROVISIONS:** This agreement supersedes and supplants any of all other oral written agreements previously entered into by the parties. If any provision of Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of the Agreement shall continue in full force and effect. Unless a subject matter is specifically provided in this Agreement, the employee handbook of the Library District shall control.

16. **TAX/RETIREMENT LIABILITY:** The District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement including, but not limited to, retiree health benefits, life insurance, or other benefits provided to the employee or any designated beneficiary, heirs, administrators, executors, successors or assigns of the employee. The employee shall assume sole liability for all state and federal tax consequences and all retirement consequences of any nature occurring at any time. The employee agrees to defend, indemnify, and hold the District harmless from all such tax and retirement consequences. The employee further declares that, prior to signing this Agreement, the employee was apprised of relevant data and received independent advice and counsel regarding the state and federal tax consequences and the retirement consequences of this Agreement.

17. **BOARD AUTHORIZATION:** Execution of the Agreement by the Board was authorized by the Board at its meeting date held on _____, 2025 at which meeting it was voted to employ Employee in accordance with the terms of this agreement. Executed at Huron, California on _____, 2025.

Governing Board of Employee – Coalinga-Huron Library District

President of the Board

Employee