

CLEVELAND PUBLIC LIBRARY

Finance Committee
September 15, 2015

**RESOLUTION APPROVING EXECUTIVE DIRECTOR'S EMPLOYMENT
AGREEMENT**

- WHEREAS, On January 15, 2015, the Board of Trustees of the Cleveland Public Library authorized the extension of Executive Director Felton Thomas Jr.'s employment agreement for an additional four (4) year term through 2019 in order to continue the mission of the Library, and to implement the Library's *Strategic Plan* adopted in 2012 with a view toward the Library's 150th year anniversary which the Library will celebrate in 2019; and
- WHEREAS, This Board authorized and directed the President of the Board to take all steps necessary to draft the Executive Director's new employment agreement. The President has caused the agreement to be drafted and now submits the agreement to the Board for its approval; now therefore be it
- RESOLVED, That the Board of Trustees of the Cleveland Public Library hereby finds that the new employment agreement for Executive Director, CEO Felton Thomas, Jr., submitted with this Resolution, is consistent with the Resolution adopted on January 15, 2015, and hereby authorizes the President to execute the agreement.

CLEVELAND PUBLIC LIBRARY

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of and effective January 19, 2015, by and between **TRUSTEES** of the CLEVELAND PUBLIC LIBRARY, hereinafter referred to as the “Board” and **FELTON THOMAS**, hereinafter referred to as “Director”.

WITNESSETH:

WHEREAS, the Board of Trustees of the Library has determined to fill the position of Director of the Library.

WHEREAS, Felton Thomas wishes to serve as Director of the Library; and

WHEREAS, The Board of Trustees of the Library adopted a resolution on January 15, 2015, authorizing the Board President to work with legal counsel to finalize a contract with Felton Thomas to serve as Director.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Board and Felton Thomas do hereby agree as follows:

1. EMPLOYMENT.

The Board hereby employs Director, and Director hereby accepts employment upon the terms and conditions hereinafter set forth.

2. TERM.

The term of employment of Director shall be for a period of four (4) years beginning on January 19, 2015 and ending January 18, 2019

3. EXTENSION AND MODIFICATION.

The parties hereto may extend the term hereof, the compensation payable hereunder, and any other provisions hereof by mutual agreement. This agreement shall

be extended for additional periods of one year, as it is written or may be hereafter modified, unless either party gives to the other party written notice to renegotiate or terminate this agreement at least ninety (90) days prior to its expiration.

4. SCOPE OF EMPLOYMENT.

The Board and the Director agree that he will devote his full time to the position, that he will perform to the best of his ability, and that the Board will give him its full support in the execution of his responsibilities and directives in compliance with the philosophy, objectives, and policies established by the Board. As a description of his position and certain of its duties and obligations, the parties agree, and hereby adopt and incorporate by reference the "Position Description" utilized by the Board in the search process and published by the Board's consultants, Library Associates Companies and Miriam Pollack + Associates, to all the candidates for the Director position; a copy of the Position Description is attached hereto as Exhibit "A."

During the period of employment hereunder, Director agrees to perform the functions and duties of Director of Library according to applicable laws and rules and policies established by the Board, and to act as the agent of the Board in managing the Library and in communicating between Library staff and Board. Director shall report faithfully and regularly to the Board on the affairs of the Library. No policy of the Board shall be circumvented by Director, nor shall the Board invoke any changes in policy or procedures without consultation with Director. Amendments to or changes in Library policy shall be effective only upon formal vote of the Board.

5. COMPENSATION.

As compensation for the services to be rendered by Director hereunder, the Board shall pay Director, so long as he shall be employed hereunder, a salary at the rate of One Hundred Seventy-One Thousand Six Hundred Sixty-Six dollars (\$171,666.00) per annum, effective December 28, 2014, subject to applicable withholding, payable not less frequently than twice monthly, plus all fringe benefits available to other Library employees. Director will be eligible for additional compensation as the Board may authorize from time to time during the term hereof, based on those factors which the Board may deem to be pertinent, including, without limitation, the 2 ½% raise for all non-union staff in 2016 as approved by the Board on October 16, 2014.

6. BENEFITS.

Except as otherwise provided, the Board shall provide the benefits described in this Section 6, as well as such other benefits that are provided generally to non-bargaining unit employees of the Library.

(a) Public Employees Retirement System

(i) Contribution. During the term hereof, the Board shall pay Director's periodic employee contribution to the Public Employees Retirement System (P.E.R.S.), pursuant to a "pick up" plan, without reducing Director's salary. The Board shall also pay to P.E.R.S. the amount required to be paid by the Library to P.E.R.S. as an employer contribution with respect to Director without a reduction of Director's salary.

(b) Automobile. In order to facilitate Director's performance of his responsibilities as Director, the Board shall continue to provide to Director an

automobile designated by the Board. The Board shall satisfy all reasonable expenses related to the vehicle, including, but not limited to, the costs of maintenance, gasoline, repair, and insurance.

(c) Vacation and Sick Leave. During each year of this Agreement, the Director shall be entitled to vacation and sick leave in amounts equivalent to those available to non-bargaining unit employees of the Library.

(d) Conferences. In addition to vacation and sick leave, the Director shall be entitled to devote a reasonable period of time in each year of this Agreement, to attend professional conferences within the library field, to enhance the position of the Library and to continue the professional growth of the Director and all reasonable expenses associated with such professional conferences shall be satisfied by the Board.

7. ASSOCIATED PROFESSIONAL ACTIVITIES.

The Board recognizes that the Director may be asked from time to time to serve on professional and governmental panels and advisory groups. The Board agrees that the Director has the Board's encouragement to become actively involved with the various professional associations and activities of the Library and information science community. The Director agrees to avoid involvement or activities that represent a conflict of interest with his position or that appear to conflict with his responsibilities to the Board and the Library. Any speaking, writing, or other activities for which a fee or honorarium are awarded will be performed on the Director's time off from his full-time position.

In addition, the Director shall not serve on the Board of Directors for a non-profit corporation or other for-profit entity without the prior written consent of the Board, or without notice to the Board of service on the Board of Directors (or Board of Trustees) of any non-profit corporation or other entity.

8. CONSULTATION.

Upon prior written consent, the Board agrees to permit Director to provide professional consultation advisory services to other library entities during annual vacation leave, or during such other periods as may be previously agreed to by the

Board, so long as such consultative services do not conflict with or otherwise impede Director's performance hereunder.

9. CONFIDENTIAL INFORMATION.

During the term of this Agreement and thereafter, the Director shall not disclose to any third party, entity or person, other than personnel of the Library, any confidential or proprietary information, data, know-how, processes, or trade secrets of the Library, without prior written consent of the Board.

10. NOTICE OF TERMINATION.

During the term of this Agreement, Director may only be terminated by the Board for cause. In the event the Board determines to terminate Director for cause, it shall provide Director with a written notice setting forth the charges supporting the cause determination and give Director a hearing before the Board within thirty (30) days of such notice. Until a final decision is rendered by the Board, Director may be suspended with or without pay.

Director, at the conclusion of the initial term of three (3) years, may, without cause, terminate this Agreement by giving ninety (90) days written notice to the Board. In such event, Director shall, unless otherwise directed by the Board, continue to render his services. So long as the Director complies with the foregoing, he shall be paid his regular compensation through such period of ninety (90) days.

11. NOTICE.

Any notice required pursuant to this Agreement shall be made by hand-delivery, facsimile, or certified mail, postage prepaid, to the following addresses:

To the Board:
Cleveland Public Library
Attention: President of Board of Trustees
325 Superior Avenue
Cleveland, Ohio 44114-1271

To the Director:
Felton Thomas
c/o Cleveland Public Library

325 Superior Avenue
Cleveland, Ohio 44114-1271

The Board or Director may change the address to which notice is sent by giving notice of the new address to the other party in the manner provided in this Section.

12. DEATH OR DISABILITY.

In the event of the disability of the Director which renders him incapable of performing his duties hereunder or the death of the Director prior to the completion of the term of this Agreement, the Board shall pay compensation and benefits to the Director (or his heirs, executors, administrators as the case may be) through the end of the month in which such disability or death may occur. Thereafter, the Board shall have no further obligation to the Director or his heirs, executors or administrators, but the foregoing is not intended to limit or restrict Director's heirs from benefits to which they may be entitled from PERS, Social Security, or other similar program of insurance.

13. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and agreement between the Board and Director with respect to all matters herein. There are no other agreements, conditions or representations, oral or written, express or implied, with regard thereto. This Agreement may be amended only in writing, signed by both parties.

14. GOVERNING LAW.

This Agreement shall be governed by and construed according to the laws of the State of Ohio. The validity of any provision of this Agreement shall not invalidate any other provision hereof.

15. DISPUTE RESOLUTION.

Any dispute between the parties relating to the terms of this Agreement, including but not limited to the termination of employment of Director, shall be resolved solely through arbitration, to be conducted in the City of Cleveland under the rules of the American Arbitration Association ("AAA").

Either party may invoke arbitration by giving notice to the other and to the AAA.

Both the Board and Director shall have all applicable remedies at law, including but not limited to remedies available under Title VII of the Civil Rights Act, the Age

Discrimination in Employment Act, the Americans with Disabilities Act, and the Ohio Civil Rights Laws.

The fees and expenses of the arbitrator and AAA will be borne equally by the parties.

IN WITNESS WHEREOF, and in accordance with the applicable sections of Ohio Revised Code, Chapter 3375, the parties hereto have duly executed this agreement as of the day and year first written above.

IN THE PRESENCE OF:

THE BOARD OF TRUSTEES OF THE
CLEVELAND PUBLIC LIBRARY

MARITZA RODRIGUEZ, President of
the Board of Trustees

FELTON THOMAS, JR.
Executive Director, CEO

EXHIBIT "A"

Position Description from Brochure for Director (published by Library Associates Cos. And Miriam Pollack + Associates)

CLEVELAND PUBLIC LIBRARY

Dynamic vision of world-class library services
Ability to promote collaboration and communication within and without the library
Ability to advocate on the local, statewide, and national levels
Experience in a union environment
Ability to build upon the legacy of public libraries while implementing new services and technology
Ability to work proactively with community leaders and the media
Demonstrated success as an active part of the local community
MLS from an ALA accredited library education program
10 years professional public library experience
Demonstrated management ability in administration, budgeting, and planning in a large system with multiple branches
Political-savvy leadership and ability to foster diversity in the workplace

The People's University is to be the learning place for a diverse community, inspiring people of all ages with the love of books and reading, advancing the pursuit of knowledge, and enhancing the quality of life for all who use the Library.

-CPL Vision Statement

Base Compensation

- \$160,000-\$180,00 per annum
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Retirement

- Membership in the Ohio Public Employees Retirement System, <http://www.opers.org>

Health Insurance

- Health insurance with either United Health Care or Kaiser Permanente

Dental Insurance

- Dental coverage is available at no cost to the employee

Vacation Allowance

- 22 days of vacation days per annum

Annual Sick Leave

- 15 days per calendar year

Life Insurance

Automobile, computer, and cell phone provided

Please submit cover letter, resume, and three professional references to:

**Miriam Pollack, Miriam Pollack + Associates
c/o Patty De Anda jobs @libraryassociates.com
Library Associates Companies (LAC)
6500 Wilshire Boulevard, Suite 2240
Los Angeles, CA 90048
Send questions to Miriam Pollack
Miriam Pollack + Associates at
miriampollack@comcast.net**