



PERSONNEL COMMITTEE REPORT
May 17, 2019

The BDL Personnel Committee met Friday, May 17, 2019, at 3:00pm. Present were Board Vice President, Tom Lowande, and Secretary, Martha Watson. Also present were Director, John Rucker, and Director of Public Services, Kimberly Feltner.

A slate of issues were discussed, including a lengthy discussion on crafting job descriptions.

The Committee recommends the following action items be brought to the full Board.

1. Recommend lifting the hiring freeze to post the position of Bookkeeper. This is a full-time position with benefits on the Paraprofessional pay scale, \$13.99-\$17.90/hr.
2. Recommend creating a position of Coldwater Branch Manager, equal in description, duties, and pay scale to the other existing 5 Branch Managers. This is a full-time position with benefits on the Branch Manager pay scale, \$14.06-\$18.00/hr.
3. Recommend eliminating the position of Teen Services Librarian. This eliminates only the professional position, not the district-wide Teen Services department, which would fall under the supervision of the Director of Public Services.
4. Recommend appointing Kimberly Feltner as Assistant Director, at an annual salary of \$58,000. The draft contract follows this report. Two motions are required if this recommendation is accepted: one to approve the contract, and a second to approve the salary.
5. Recommend appointing Jessica Tefft as Director of Public Services, at an annual salary of \$50,000. The draft contract follows this report. Two motions are required if this recommendation is accepted: one to approve the contract, and a second to approve the salary.

All five of the above recommendations, if accepted, would result in a net decrease in personnel costs of at least \$15,000 each year from the levels set in the adopted 2019 Operating Budget.

More details of a restructuring plan, along with a revision of all the BDL job descriptions, are expected by the June meeting. Hopefully, this will coincide with a recommendation from the Finance Committee for an amended 2019 Operating Budget.

Finally, the Committee asks the full Board to reopen the discussion of the expectations for the new Director.



EMPLOYMENT AGREEMENT

COLDWATER BRANCH
(Main Library)
10 E. Chicago St.
Coldwater MI 49036
(517) 278-2341
Fax (517) 278-2342

ALGANSEE BRANCH
580-B S. Ray-Quincy Rd.
Quincy MI 49082
(517) 639-9830
Fax (517) 278-2342

BRONSON BRANCH
207 N. Matteson St.
Bronson MI 49028
(517) 369-3785
Fax (517) 278-2342

QUINCY BRANCH
11 N. Main St.
Quincy MI 49082
(517) 639-4001
Fax (517) 278-2342

SHERWOOD BRANCH
118 Sherman St.
Sherwood MI 49089
(517) 741-7976
Fax (517) 278-2342

LUCILLE E. DEARTH
UNION TWP. BRANCH
195 N. Broadway St.
Union City MI 49094
(517) 741-5061
Fax (517) 278-2342

THIS AGREEMENT is made between the **Branch District Library (BDL)**, a Michigan municipal corporation under the direction of the Branch District Library Board of Trustees (hereinafter referred to as "Employer"), whose address is 10 E. Chicago Street, Coldwater, Michigan 49036, and **Kimberly Feltner** (hereinafter referred to as "Employee").

Agreement

In consideration of the promises and of the benefits to be derived from mutual observance of the provisions of this Agreement, the parties agree as follows:

1. Employment. The Employee will be employed by the Employer as the **Assistant Director** of the BDL in accordance with the terms and conditions hereinafter stated.

2. Terms of Agreement.

- A. This is an ongoing agreement, the terms of which will continue until changed by mutual agreement of the parties or the Employee's separation from employment in the position described above.
- B. The Employee will report to, and be directly supervised by, the Library Director.
- C. The Library Director will evaluate the Employee's performance no later than the end of December each year.
- D. The Employee is a full-time, exempt employee who serves at the will and pleasure of the Library Director. As such, the Employee may be terminated by the Director at any time for any reason, or for no reason, with the prior approval of the Employer's Personnel Committee.

3. Annual Salary. The annual salary will be set by the Board for the Employee, and will be paid bi-weekly. The annual salary may be adjusted by the Board.

4. Fringe Benefits. The Employee is entitled to the fringe benefits described below.

A. Medical and Dental Insurance.

Family coverage under the Blue Cross Blue Shield plan is in effect for all library employees. However, the Employee may choose compensation in lieu of health coverage. If the Employee chooses compensation in lieu of health coverage, the Employee will be entitled to compensation pursuant to the policy for compensation in lieu of health coverage currently in force by the Employer.

B. Retirement/IRA.

The Employer will contribute \$500.00 annually for the Employee. The Employee may contribute, from the Employee's salary, any amount up to the maximum permitted by law.

C. Paid Time Off.

The Employee will receive 200 hours of paid time off (PTO) per calendar year. Paid time off may be used for any reason and in any increment with the prior approval of the Director. A maximum of 96 hours of accumulated, but unused, paid time off may be carried over from one year to the next, and added to the employee's bank of accumulated, but unused, PTO hours.

D. Paid Holidays.

The Employee will receive paid holidays as provided by the Employer for all employees.

E. Severance Pay.

Upon separation from employment in good standing, the Employee will be paid at her current hourly rate of pay for a maximum of 160 hours of accumulated, but unused, paid time off.

F. Job-Related Expenses.

The Employee will receive payment or reimbursement for job-related expenses approved by the Library Director in accord with the Employer's personnel policies.

G. Other Benefits.

The Employee will receive other benefits in accord with federal and state law and the Employer's personnel policies.

5. Employee Responsibilities. The Employee's duties and responsibilities include, but are not limited to, the duties listed below. The Employee is also responsible for any other duties assigned by the Library Director or the Employer.

- A. Work with the management team to develop goals and priorities, recommend policy, clarify procedures, and ensure effective communication with all levels

of library staff.

- B. Lead the marketing team, developing and implementing marketing strategies to increase the community's awareness of library activities and services.
- C. Develop strategies to ensure the highest possible quality library collections.
- D. Manage Human Resources needs for the library from onboarding staff to continued staff training.
- E. Cultivate community partnerships and information exchange with community groups and agencies.
- F. Assume the duties of the Director in the Director's absence.

6. Miscellaneous.

- A. This Agreement contains all the terms and conditions of the relationship between the parties. No amendments or additions to this Agreement will be binding unless they are in writing and signed by both parties.
- B. This Agreement will be binding upon the parties, their legal representatives, successors, and assigns.
- C. The captions or headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of the agreement or any of its sections.
- D. This Agreement and the rights of the parties hereunder will be governed by and construed in accordance with the laws of the State of Michigan.
- E. Any notice required or permitted to be given under this Agreement will be sufficient if it is in writing and is sent by registered mail or certified mail, return receipt requested, to the Employer at its address as stated above, and to the Employee at the Employee's address on file with the Employer. A change in the mailing address of any party may be made by serving written notice of the new address upon the other party.
- F. The invalidity of all or any part of the sections, subsections, or paragraphs of this Agreement will not invalidate the remainder of the Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs will substantially defeat the intents and purposes of the parties.
- G. This contract was approved by the Branch District Library Board of Trustees on May 20, 2019.

EMPLOYER:

Dated: _____
Benjamin Jewell
President, Branch District Library Board of Trustees

Dated: _____
Kimberly Feltner

DRAFT



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THIS AGREEMENT is made between the **Branch District Library (BDL)**, a Michigan municipal corporation under the direction of the Branch District Library Board of Trustees (hereinafter referred to as "Employer"), whose address is 10 E. Chicago Street, Coldwater, Michigan 49036, and **Jessica Tefft** (hereinafter referred to as "Employee").

Agreement

In consideration of the promises and of the benefits to be derived from mutual observance of the provisions of this Agreement, the parties agree as follows:

1. Employment. The Employee will be employed by the Employer as the **Director of Public Services** of the BDL in accordance with the terms and conditions hereinafter stated.

2. Terms of Agreement.

- A. This is an ongoing agreement, the terms of which will continue until changed by mutual agreement of the parties or the Employee's separation from employment in the position described above.
- B. The Employee will report to, and be directly supervised by, the Library Director.
- C. The Library Director will evaluate the Employee's performance no later than the end of December each year.
- D. The Employee is a full-time, exempt employee who serves at the will and pleasure of the Library Director. As such, the Employee may be terminated by the Director at any time for any reason, or for no reason, with the prior approval of the Employer's Personnel Committee.

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B. Retirement/IRA.

The Employer will contribute \$500.00 annually for the Employee. The Employee may contribute, from the Employee's salary, any amount up to the maximum permitted by law.

C. Paid Time Off.

The Employee will receive 200 hours of paid time off (PTO) per calendar year. Paid time off may be used for any reason and in any increment with the prior approval of the Director. A maximum of 96 hours of accumulated, but unused, paid time off may be carried over from one year to the next, and added to the employee's bank of accumulated, but unused, PTO hours.

D. Paid Holidays.

The Employee will receive paid holidays as provided by the Employer for all employees.

E. Severance Pay.

Upon separation from employment in good standing, the Employee will be paid at her current hourly rate of pay for a maximum of 120 hours of accumulated, but unused, paid time off.

F. Job-Related Expenses.

The Employee will receive payment or reimbursement for job-related expenses approved by the Library Director in accord with the Employer's personnel policies.

G. Other Benefits.

The Employee will receive other benefits in accord with federal and state law and the Employer's personnel policies.

5. Employee Responsibilities. The Employee's duties and responsibilities include, but are not limited to, the duties listed below. The Employee is also responsible for any other duties assigned by the Library Director or the Employer.

- A. Work with the management team to develop goals and priorities, recommend policy, clarify procedures, and ensure effective communication with all levels

of library staff.

- B. Develop, recommend, and implement policies and programs for public services to ensure that the objectives of the library and the needs of the public are met.
- C. Develop strategies to continue to improve the library's public services.
- D. Form strategic partnerships with community organizations to enrich library services and promote library awareness in the community.
- E. Represent the library at various civic organizations, professional meetings and activities.
- F. Develop training programs for library staff.

6. Miscellaneous.

- A. This Agreement contains all the terms and conditions of the relationship between the parties. No amendments or additions to this Agreement will be binding unless they are in writing and signed by both parties.
- B. This Agreement will be binding upon the parties, their legal representatives, successors, and assigns.
- C. The captions or headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of the agreement or any of its sections.
- D. This Agreement and the rights of the parties hereunder will be governed by and construed in accordance with the laws of the State of Michigan.
- E. Any notice required or permitted to be given under this Agreement will be sufficient if it is in writing and is sent by registered mail or certified mail, return receipt requested, to the Employer at its address as stated above, and to the Employee at the Employee's address on file with the Employer. A change in the mailing address of any party may be made by serving written notice of the new address upon the other party.
- F. The invalidity of all or any part of the sections, subsections, or paragraphs of this Agreement will not invalidate the remainder of the Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs will substantially defeat the intents and purposes of the parties.

G. This contract was approved by the Branch District Library Board of Trustees on May 20, 2019.

EMPLOYER:

Dated: _____
Benjamin Jewell
President, Branch District Library Board of Trustees

Dated: _____
Jessica Tefft

DRAFT