

**CITY OF LINCOLN PARK  
YOUTH SERVICES LIBRARIAN  
AT-WILL EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into this 16th day of October 2018, between the Lincoln Park Library Board (hereinafter referred to as "Board") and Anita Zelmon, (hereinafter referred to as "Appointee");

WHEREAS, the parties recognize the right of either party to terminate this contract at any time and for any reason;

WHEREAS, the parties recognize the value of a written contract so as to reduce all of the terms of their agreement to writing;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Employment:** The Appointee is hereby appointed as the Youth Services Librarian.
- 2. Duration:** This Agreement will be effective October 17, 2018 and will continue for an indefinite term subject to termination at any time for any reason.
- 3. Compensation:**
  - A. Salary & Commencement Date:** Lincoln Park Library Board agrees to hire the Appointee for an indefinite term beginning October 17, 2018, at an annual salary of \$37,000.00 dollars paid bi-weekly.
  - B. Benefits in Addition to Salary:** In addition to the salary as herein specified, the Appointee shall be entitled to the following additional benefits. Where the term "City" is used, the Board will provide the benefits through the City of Lincoln Park.
    - i. Health Insurance.** The Board shall provide the option to the Appointee to enroll in health insurance coverage offered by the City that will mirror active employee coverage including premium sharing if any.

Should the Appointee choose not to participate in the health insurance plan, she shall receive \$400 per month in lieu of health insurance. Proof of group insurance coverage will be required.

The appointee is eligible to participate in the Flexible Spending Account (FSA) Plan offered by the City.

Retiree health insurance is not provided. The Appointee is eligible to participate in the City's Retiree Healthcare Savings Plan.

- ii. **Pension:** The Appointee will be a member of the MERS Hybrid Plan. The Administrative Services Agreement is attached. Effective upon the date of hire, the appointee shall have a mandatory employee contribution of 1% of wages. Effective January 1, 2019, there shall be a mandatory employee contribution of 2% of wages.
- iii. **Dental Insurance:** The City will provide dental coverage.
- iv. **Vision Insurance:** The City will provide vision insurance.
- v. **Life Insurance:** The City will provide a \$50,000 Term and \$50,000 AD&D insurance policy to the Appointee.
- vi. **Long Term Disability:** The City shall pay the full monthly premium on the City's Long Term Disability (LTD) plan. LTD insurance shall become effective one year from the date of hire. Provisions of the plan are subject to change and determination of benefits is made by the carrier.
- vii. **Vacation:** Effective January 1, 2019 and each January thereafter, Appointee shall receive ten (10) days annually. Accumulation of vacation time shall not exceed two years. If employment terminates prior to January 1, 2020, the Appointee will be responsible for the cost of any vacation days used.
- viii. **Personal Leave Days:** Effective January 1, 2019 and each January thereafter, Appointee shall receive two (2) personal leave days. Personal time is non-accumulative and non-compensable.
- ix. **Sick Days:** Sick leave shall be computed from the date of Appointee's induction into service at the rate of eight (8) hours per month of service. Sick leave accumulation shall be limited to 480 hours. There will be no payout of any kind at separation or termination.
- x. **Holidays:** The Appointee shall receive the following holidays off with pay:  
  
New Year's Day, President's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

The Appointee shall not receive holiday pay unless she has reported for work on the regular work day immediately preceding and following said holiday, except where Appointee's absence is based upon personal or vacation time authorized in writing in advance, or is due to sickness certified by a licensed physician.

- 4. The benefits contained in this Agreement may be modified at the Board's sole discretion to match those of City of Lincoln Park Appointed Employees. All insurance benefits will begin on the date of hire excluding LTD which is outlined above. Any or all insurance benefits and/or carriers are subject to change to match the City of Lincoln Park's Administrator's Association benefits.**
- 5. Working Hours:** The Appointee shall work forty (40) hours per week as determined by the Library Director. The Appointee is entitled to a half hour paid lunch. The Appointee may be required to attend meetings and other library events outside of their regular working hours and should try to adjust their regular working hours to accommodate these situations.
- 6. Travel:** The Parties agree to adhere to the current travel policy in place for mileage reimbursement to and from business meetings related to Library business in accordance with IRS regulations. It is agreed that these reimbursements will only be for travel outside of the City of Lincoln Park.
- 7. Performance Evaluation:** The Board shall review the performance of the Appointee ninety (90) days after the date of hire and annually or on an as needed basis as determined by the Board.
- 8. Appointee's Best Efforts:** The Appointee agrees that at all times, she will faithfully and to the best of her ability, experience and talents, perform all the duties required of her.
- 9. Termination:** Either party may terminate employment with a thirty (30) day written notice at any time or for any reason. Nothing shall prevent, limit or otherwise interfere with the Board's ability to terminate the services of the Appointee at any time, with or without cause, and for any or no reason not withstanding any potential claim to the contrary.
- 10. Job Description:** Attached is the job description and ordinance, which describes the duties and responsibilities.
- 11. Return of Property:** Upon termination of employment, the Appointee shall return all documents, correspondence, files, papers or property of any kind, of all types of nature pertaining to the Library, which the Appointee may have in her possession or control and a signed statement verifying return of such property.
- 12. Compliance with the Law:** The Appointee shall perform all her respective duties and obligations in complete compliance with applicable Federal, State, and local laws, ordinances, rules and regulations and shall adhere to all of the City's policies.

**13. Complete Agreement:** This agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior agreements, oral or written, between the parties, if any. It is understood and agreed that this agreement shall supersede and take precedence over any document, handbook, benefit plan or other material which could otherwise be constructed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this agreement, unless such other document, handbook, plan or material is made expressly applicable to the Appointee by a formal resolution of the Library Board. It is further understood that no Library personnel or commissioner have the authority to enter into any employment agreement with the Appointee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Library Board through a formal resolution.

**14. Invalid Provisions:** If any provision of this agreement is held to be invalid, the remainder of the agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this agreement.

**15. Modification:** This agreement may be terminated, modified or extended by mutual agreement between said parties, but no modification or extension thereof shall be valid unless the same be in writing and signed by the parties and approved by the Board.

**16. General Provisions:**

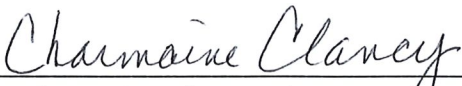
- A. This Agreement shall continue in effect until terminated in accordance with the above, and shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the estate of Appointee, in the event of Appointee's death during the term hereof, with respect to entitlement to salary or benefits due Appointee at the time of her death.
- C. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- D. In the event of a disagreement over the interpretation of any section of this Agreement, both the Board and Appointee agree to an arbitrated settlement using an arbitrator of the American Arbitration Association.

**17. Dispute Resolution Exclusive Remedy:** The Appointee agrees that any action or suit against the Board arising out of her employment or termination, including but not limited to claims arising under state or federal civil rights statutes, State or Federal Law, or under this agreement, must be brought within 180 days of the event giving rise to the claims or be forever barred. The

Appointee waives any limitation periods to the contrary. Further, the Appointee agrees that any action or suit as described above shall be submitted to binding arbitration before the American Arbitration Association under the Rules for Resolution of Employment Disputes as her exclusive remedy and waives the right to pursue any action or suit in a court of law or in any Administrative proceeding.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate at Lincoln Park Library Board, Michigan, and have caused their signatures to be affixed thereto, on the day and year first written above.

LINCOLN PARK LIBRARY BOARD:

  
BY: Charmaine Clancy, Chairperson

  
BY: Anita Zelmon, Appointee

  
BY: Nancy Ellison, Secretary

Dated: 10/16/18

