



# Sacramento Public Library Authority

August 28, 2014

Agenda Item: 14.0 Employment Agreement – Library Director

**TO: Sacramento Public Library Authority Board**

**FROM: Liane Lee, Human Resources Manager**

**RE: Employment Agreement – Library Director**

**RECOMMENDED ACTION(S):**

**Adopt** Resolution 14-35, approving the renewal of a five-year employment agreement with Rivkah K. Sass, Library Director, to commence on August 28, 2014, and terminate on August 22, 2019, and authorizing the Authority Board Chair to sign all documents.

**REASON FOR RECOMMENDATION**

Library Director Rivkah K. Sass assumed the position of Library Director on August 24, 2009. Her employment included a five-year contract laying out certain terms and conditions of employment. The current employment contract for the Library Director ended on August 23, 2014.

Based on the performance appraisal of Ms. Sass by the Authority Board, it is recommended that a new contract be approved with a term of five (5) years, from August 28, 2014, through August 22, 2019, with the following terms:

1. 2% Cost of Living Allowance
2. Car allowance of \$600 per month
3. Annual performance appraisal
4. Six-month severance package if terminated without cause

**ATTACHMENT(S):**

Resolution 14-35, approving the renewal of a five-year employment agreement with Rivkah K. Sass, Library Director, to commence on August 28, 2014, and terminate on August 22, 2019, and authorizing the Authority Board Chair to sign all documents.



# Sacramento Public Library Authority

## RESOLUTION NO. 14-35

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

August 28, 2014

### **APPROVING THE RENEWAL OF A FIVE-YEAR EMPLOYMENT AGREEMENT FOR RIVKAH K. SASS AS THE DIRECTOR OF THE SACRAMENTO PUBLIC LIBRARY**

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. Authorize the Chair of the Sacramento Public Library Authority Board to sign a five-year employment agreement for Rivkah K. Sass as the Director of the Sacramento Public Library and all related documents.

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Angelique Ashby, Chair  
Jeff Slowey, Vice Chair

ATTEST:  
Rivkah K. Sass, Secretary

By: \_\_\_\_\_  
Linda J. Beymer, Assistant Secretary

### **ATTACHMENT(S):**

Exhibit A: Five-year employment agreement for Rivkah K. Sass, Library Director, Sacramento Public Library

**EMPLOYMENT AGREEMENT**  
**LIBRARY DIRECTOR**  
**SACRAMENTO PUBLIC LIBRARY AUTHORITY**

This Employment Agreement (“Agreement”) is entered into as of August 28, 2014, by and between the Sacramento Public Library Authority (“Authority”) and Rivkah K. Sass, (“Sass” or “Library Director”):

**RECITALS**

- A. On August 28, 2014, the Governing Board of the Sacramento Public Library Authority (“Governing Board”) approved the renewal of the employment contract of Rivkah K. Sass as Library Director on the terms and conditions contained herein.
- B. The Governing Board authorized Angelique Ashby, Board Chair, to execute an employment agreement consistent with those terms.

Now, therefore, Authority and Sass agree as follows:

**1. REAPPOINTMENT**

Sass is hereby reappointed to the position of Sacramento Public Library Director. Sass shall continue to carry out the duties and responsibilities of the Library Director as set forth in the Joint Exercise of Powers Agreement of the Sacramento Public Library Authority dated July 1, 2007.

**2. TERM**

The term of employment of Sass under this Agreement shall be five (5) years, commencing on August 28, 2014, and terminating on August 22, 2019, unless sooner terminated as provided herein.

**3. COMPENSATION**

The compensation payable hereunder shall be:

- a. A base salary of \$163,200 annually, in bi-weekly payments of \$6,276.92 each.
- b. Fringe benefits equal to those provided to full-time unrepresented management employees.
- c. A car allowance of \$600 per month.
- d. Regular cost of living adjustments as may be provided per the terms of the annually-adopted Unrepresented Personnel Resolution or other approved labor agreements.
- e. \$2,500 for professional and civic memberships.

Additional salary adjustments will be subject to an annual performance review process and will require action of the Governing Board. An annual performance plan will be prepared outlining the goals and objectives mutually agreed upon by the Governing Board and the Library Director. Library Director shall receive an annual performance review within one month after the anniversary date of employment.

#### **4. AT-WILL APPOINTMENT**

- a. The Library Director position is an at-will employee. The Library Director serves at the pleasure of the Governing Board and may be terminated at any time, with or without a stated cause.
- b. In the event the Governing Board separates Sass from service without cause at any time during the five-year term of this Agreement, Sass shall receive separation pay in an amount equal to the lesser of six (6) months of base salary and benefits, or a payment for the time remaining on the five-year term. Separation pay shall be provided at the time of separation as a lump-sum, one-time payment, subject only to withholdings of federal and state income taxes, and any other required withholdings.
- c. In the event the Governing Board separates Sass from service for cause, no separation pay shall be paid.

#### **5. SEPARATION AT LIBRARY DIRECTOR'S ELECTION**

Sass may terminate this Agreement at any time upon a minimum of forty-five (45) days' notice. No separation pay shall be paid.

#### **6. PROHIBITION ON OUTSIDE EMPLOYMENT**

Sass shall devote full time, energy, and ability to the Library Director's responsibilities and shall not, without the Governing Board's prior written consent, render to others services of any kind for compensation, or engage in any outside business activity.

#### **7. MISCELLANEOUS PROVISIONS**

- a. **Applicable Law.** This Agreement shall be deemed to be executed within the State of California and shall be construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court located in Sacramento County, California.
- b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended by a writing signed by both parties, and any other purported amendment shall be of no force or effect.
- c. **Public Record.** This agreement shall be subject to disclosure pursuant to the California Public Records Act.

- d. **Compliance with Conflict-of-Interest Regulations.** Director shall comply with all restrictions and disclosure requirements of State of California regulations relating to public employee conflicts of interest.
- e. **Indemnification.** The Library Director shall be entitled to indemnification as set forth in state law for employees of public entities. The Authority shall indemnify Library Director against any claims brought against the Library Director arising from Director’s activities in the course and scope of employment.
- f. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- g. **Notices.** Any notice required or desired to be given pursuant to this Agreement shall be made in writing and directed to the recipient by personal delivery or other verifiable delivery service to 828 I Street, Fourth Floor, Sacramento, CA 95814. Notice shall be deemed given upon receipt.
- h. **No Extension Absent Governing Board Action.** This Agreement may be extended beyond the five-year term only by affirmative action of the Governing Board.

**SACRAMENTO PUBLIC LIBRARY AUTHORITY**

**LIBRARY DIRECTOR**

\_\_\_\_\_  
Angelique Ashby, Authority Board Chair

\_\_\_\_\_  
Rivkah K. Sass, Library Director

Date:\_\_\_\_\_

Date:\_\_\_\_\_