

**April 14, 2021** 

To: Plymouth District Library Personnel Committee From: Carol Souchock, Plymouth District Library Director Robyn Lowenstein, HR and Business Administrator

**Personnel Committee** 

Re: Interim Director		
There is expected to be a need for an interim director between current director Souchock's retirement and the hiring of a new director.		
Melanie Bell, our head of information technology, has graciously expressed her willingness to serve in this role		
We recommend that Melanie Bell, head of information technology, serve as interim director early this summer.		
Please see the attached employment agreement for more information.		
RESOLVED BY, SECONDED BY, TO APPOINT MELANIE BELL AS INTERIM DIRECTOR WITH COMPENSATION PER EMPLOYMENT AGREEMENT.  AYES NAYS		

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between the Plymouth District Library, 223 S. Main Street, Plymouth, MI 48170 (hereinafter "Employer" or "Library") and Melanie Bell, (hereinafter "Employee").

**WHEREAS**, Melanie Bell is currently employed by the Library, but for a temporary period desires to assume responsibilities as the Interim Director of the Library; and

**WHEREAS**, the Library desires to employ Melanie Bell on a temporary basis as the Interim Director of the Library:

## **THEREFORE**, the parties agree as follows:

- 1. <u>Term.</u> This Agreement is effective as of June 7, 2021, and shall continue until approximately one week after the library director position is filled on a permanent basis, or upon two weeks written notice given to Employee, within the sole discretion of the Library. This Agreement does not change the at-will nature of Employee's employment with the Library.
- 2. <u>Duties</u>. During this period, Employee will perform all duties commonly performed by a library director, including responsibility for managing the day-to-day operations of the Library and preparing reports concerning same to the Board of Trustees. Employee shall perform other related duties as assigned by the Board of Trustees.
- 3. <u>Compensation</u>. During the term of this Agreement, Employee's pay shall be increased to \$46.54 per hour for all hours of work performed. Upon termination of this Agreement, Employee shall return to her prior position with the Library, with wages returning to the rate set for that position.
- 4. <u>Fringe Benefits</u>. During the term of this Agreement, Employee shall continue to receive the same fringe benefits as provided to her previously.
- 5. <u>Expenses</u>. Employee will be reimbursed for direct expenses connected with employment consistent with such reimbursement for other staff members.
- 6. <u>No Waiver</u>. The Library's failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of such right or power preclude any other or further exercise of remedies otherwise available in equity or at law.
- 7. <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Library, its successors and assigns, but shall not be assignable by Employee, her successors, assigns, executors or legal representatives.

- 8. <u>Severability</u>. The provisions of this Agreement are severable. If any section, paragraph, subparagraph, sentence or provision shall be invalid or unenforceable, it shall not affect any of the remaining provisions of this instrument, and all provisions shall be given full force and effect separately from the unenforceable or invalid section, paragraph, subparagraph, sentence or provision, as the case may be.
- 9. <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.
- 10. <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the parties and may not be changed orally but only by a written agreement mutually executed by both the Library and Employee. This Agreement supersedes all prior oral or written agreements between the parties entered into before the effective date of this Agreement.
- 11. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one instrument, which may be sufficiently evidenced by any counterpart.

IN WITNESS WHEREC	OF the parties have executed this Agreement this day of
EMPLOYEE	EMPLOYER
	By:
Melanie Bell	Yasir Khogali Its: Board of Trustee President
Date:	Date:

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