

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective as of \_\_\_\_\_, 2014 (the "Effective Date"), by and between The Illinois Heartland Library System (the "System"), and \_\_\_\_\_, an individual residing in the State of Illinois ("Executive").

### RECITALS

- A. Executive has represented to the System that Executive has the skills and ability to serve as Executive Director of the System; and
- B. The System desires to employ Executive upon the terms and conditions herein set forth.

NOW, THEREFORE, the parties hereto agree as follows:

**1. Employment of Executive.** Subject to the terms and conditions of this Agreement, the System hereby employs Executive, and Executive hereby accepts such employment and agrees to perform the services specified herein.

**2. Duties.** Executive shall hold the title of and serve as Executive Director of the System and have authority and responsibility in accordance with policies and practices of the System. Executive shall report to and be subject to the direction of *[the Board of Directors of the System?]*. During the term of employment hereunder, Executive shall:

- (a) Perform, to the best of Executive's ability, those duties reasonably assigned to Executive from time to time;
- (b) Devote Executive's full time and first priority business efforts to the System's business, provided that nothing herein shall prohibit Executive from spending reasonable amounts of time for personal affairs, including, without limitation, managing Executive's personal investments; and
- (c) Carry out System policies and directives in a manner that will promote and develop the System's best interests.

The System's Board of Directors generally reserves to itself, without limitation, all powers reserved to the Board of Directors under the Illinois Library System Act of 1991, 75 ILCS 10/7 *et seq.*, as now and as hereafter amended.

**3. Base Salary.** In consideration of Executive satisfying Executive's obligation under this Agreement Executive will receive a base salary (the "Base Salary") which will be calculated at an annual rate of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Base Salary shall be payable in equal installments in accordance with the System's customary mode of salary payments for

employees of the System and shall be subject to the System's standard withholdings for applicable taxes and benefit contributions.

4. **Fringe Benefits**. During the term of employment hereunder, Executive shall be entitled to those fringe benefits and perquisites set forth on Exhibit A hereto.

5. **Expenses**. The System shall reimburse Executive for reasonable costs and expenses, including, but not limited to, expenses for travel, lodging and meals, incurred in connection with the performance of Executive's duties hereunder. In order for Executive to be eligible for reimbursement Executive shall comply with the System's relevant policies, procedures and guidelines established and implemented from time to time by the System.

6. **Terms of Employment; Severance**.

(a) The term of this Agreement shall begin on the date hereof and shall continue for the *[three year period]* immediately thereafter, unless sooner terminated as provided in this Section 6 (the "Initial Term"). Unless either party shall give notice of intent not to renew this Agreement to the other party at least 60 days prior to the end of the Initial Term or any Renewal Term (as defined herein), the term of this Agreement shall, on each such anniversary date, be automatically extended for successor terms of one year (each a "Renewal Term").

(b) Notwithstanding the foregoing, Executive's employment hereunder may be terminated by the System at any time for Cause. Such termination shall be effective upon the System providing written notice to Executive as to the effective date of termination.

(c) Notwithstanding the foregoing, Executive's employment hereunder shall terminate in the event of Executive's death or Disability (as defined in Section 8).

(d) Notwithstanding the foregoing, Executive's employment hereunder may be terminated by the System at any time without Cause. Such termination shall be effective upon the System providing written notice to Executive as to the effective date of termination.

(e) Notwithstanding the foregoing, Executive may resign Executive's employment at any time with four (4) week's advance written notice to the System specifying therein the reason for and the effective date of resignation.

(f) In addition to all other rights of Executive and obligations of the System described herein which arise or continue upon termination of Executive's employment, the following shall apply:

(i) Upon termination of Executive's employment hereunder for any reason whatsoever, the System shall pay to Executive all salary and benefits earned through the effective date of termination.

(ii) If Executive's employment hereunder is terminated by the System without Cause, Executive shall be entitled to receive, as Executive's sole remedy for such termination, the Base Salary and health insurance coverage for Executive for a period of two (2) months immediately following the effective date of such termination of Executive. If Executive's employment is terminated by the System without Cause, then all salary owed to Executive through the date described above shall be paid over the relevant period of time in accordance with the System's normal payroll practices. Notwithstanding the foregoing, in order to be eligible for the payments contemplated by this Section 6(f)(ii), Executive shall deliver a complete release of all claims in favor of the System and in a form satisfactory to the System.

**7. Protection of Confidential Information and Trade Secrets of the System.**

(a) Confidentiality. During the term of this Agreement and after any termination or expiration thereof, Executive agrees that Executive will not use for Executive or others or divulge or convey to others any secret or confidential information, knowledge or data of the System obtained by Executive during Executive's employment with the System. Such information, knowledge or data includes but is not limited to secret or confidential matters: (i) of a technical nature such as, but not limited to, methods, know-how, formulae, compositions, processes, discoveries, machines, inventions, intellectual property, computer programs and similar items or research projects; (ii) of a business nature such as, but not limited to, information about the cost, purchasing, profits, markets, sales or customers; and (iii) pertaining to future developments such as, but not limited to, research and development, future marketing or merchandising plans and future expansion plans. The term "secret or confidential information, knowledge or data" shall not be deemed to include information that is published, information that is generally known throughout the industry, or which generally is available to the industry without restriction through no fault of Executive.

(b) Injunctive Relief. Executive agrees that the System's remedies at law for any breach or threat of breach by Executive of the provisions of paragraph (a) of this Section 7 will be inadequate, and that the System shall be entitled to an injunction or injunctions to prevent breaches of the provisions of paragraph (a) of this Section 7 and to enforce specifically the terms and provisions thereof, in addition to any other remedy to which the System may be entitled at law or equity.

(c) Return of Documents and Other Property. Upon the termination of Executive's employment with the System, or at any time upon the request of the System, Executive shall deliver to the System (i) all documents and materials containing secret or confidential information, knowledge or data relating to the System's business and affairs, and (ii) all documents, materials and other property belonging to the System, which in either case are in the possession or under the control of Executive.

**8. Certain Defined Terms.** For purposes of this Agreement, the following definitions shall apply:

(a) "Cause" shall mean any of the following:

(i) Executive's conviction of or plea of no contest to any crime involving moral turpitude, the theft or willful destruction of money or other property of the System or Executive's conviction of or plea of no contest to any felony crime;

(ii) Executive's inability to perform Executive's responsibilities due to Executive's abuse or misuse of alcohol or prescribed drugs or any use of illegal drugs;

(iii) Executive's commission of theft, embezzlement or fraud against the System;

(iv) Executive has willfully damaged the System's property, business reputation, or good will; or

(v) Executive's incompetence, deliberate neglect of duty, or material breach of this Agreement that is not cured within 30 days after Executive is notified of such neglect or breach.

(b) "Disability" shall mean the inability, by reason of illness or other incapacity, of Executive perform the essential functions of Executive's position, either with or without a reasonable accommodation.

**9. Expenses.** In the event of any litigation between the parties relating to this Agreement and their rights hereunder, the prevailing party shall be entitled to recover all litigation costs and reasonable attorneys' fees and expenses from the non-prevailing party.

**10. Entire Agreement.** This Agreement comprises the entire agreement between the parties hereto and as of the date of this contract, supersedes, cancels and annuls any and all prior agreements between the parties hereto with respect to Executive's employment by the System.

**11. Severability.** If all or any part of this Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any portion of this Agreement not declared to be unlawful or invalid. Any portion so declared to be unlawful or invalid shall, if possible, be construed in a manner that will give effect to the terms of such portion to the fullest extent possible while remaining lawful and valid.

**12. Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and personal representatives. The System may assign this Agreement to any successor or assignee to its business without the written consent of Executive. Executive may not assign, pledge, or encumber Executive's interest in this Agreement, or any part thereof, without the written consent of the System.

**13. Notices.** Any notice required or permitted pursuant to the provisions of this Agreement shall be deemed to have been properly given if in writing and when received by certified or registered United States mail, postage prepaid, by overnight courier, telecopy or when personally delivered, addressed as follows:

If to the System:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

If to Executive:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

Each party shall be entitled to specify a different address for the receipt of subsequent notices by giving written notice thereof to the other party in accordance with this Section. Telecopy notices must be followed up with the original by certified mail, postmarked within one business day of the date of the telecopy.

**14. Amendments and Waivers.** Any provision of this Agreement may be amended or waived only with the prior written consent of the System and Executive. No failure or delay on the part of either party to this Agreement in the exercise of any power or right, and no course of dealing between the parties hereto, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude any further or other exercise thereof or the exercise of any other power or right. The remedies provided for herein are cumulative and not exclusive of any remedies which may be available to either party at law or in equity. Any waiver of any provision of this Agreement, and any consent to any departure by either party from the terms of any provision hereof, shall be effective only in the specific instance and for the specific purpose for which given. Nothing contained in this Agreement and no action or waiver by any party hereto shall be construed to permit any violation of any other provision of this Agreement or any other document or operate as a waiver by such party of any of rights under any other provision of this Agreement or any other document.

**15. Controlling Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, except for its choice of law provisions.

**16. Headings.** Section headings herein are for convenience only and shall not affect the meaning or interpretation of the contents hereof.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, the System has caused this Agreement to be executed on its behalf by a duly authorized officer and Executive has executed this Agreement, all as of the first day and year written above.

**THE ILLINOIS HEARTLAND  
LIBRARY SYSTEM**

By: \_\_\_\_\_

Name: \_\_\_\_\_

President, Board of Directors  
Illinois Heartland Library System

By: \_\_\_\_\_

Name: \_\_\_\_\_

Secretary, Board of Directors  
Illinois Heartland Library System

**"EXECUTIVE"**

\_\_\_\_\_  
[INSERT NAME]

## **EXHIBIT A**

### **Fringe Benefits**

The benefits to be provided to Executive will be as set forth in the Personnel Code of the Illinois Heartland Library System. Benefits applicable to Executive are those offered to professional staff.