City of Palo Alto
City Council Staff Report

Report Type: Consent Calendar
Meeting Date: 5/16/2011

Summary Title: Appointment of Director of Libraries

Title: Confirmation of Appointment of Monique Ie Conge as Director of Libraries and Approval of At-Will Employment Agreement

From: City Manager

Lead Department: Human Resources

RECOMMENDATION
The City Manager recommends that the City Council confirm the appointment of Monique Ie Conge as Director of Libraries and approve the attached at-will employment agreement.

BACKGROUND
Municipal Code Section 2.08.020 requires that the City Council confirm the City Manager's appointment of City department heads.

DISCUSSION
The City Manager is recommending appointment of Monique Ie Conge as Director of Libraries. Mr. Ned Himmel has acted as the Interim Director of the Libraries Department since former Director Diane Jennings retired in November 2010.

Ms. le Conge was selected as a result of a national search conducted by the executive recruitment firm of Peckham & McKenney as well as a subsequent in-depth interview process with the City. This process also included outreach by the City Manager to various stakeholder groups in the course of developing a
candidate profile. Six individuals were interviewed in a series of interviews conducted by two panels whose members included some executive personnel as well as community representatives from various commissions and friends groups. These two interview panels recommended three local candidates who were then interviewed by staff from the City's Executive Leadership Team and by Library Department staff. Two finalists were then interviewed by the City Manager who made the final selection using input from the various interview teams and candidate references.

Ms. le Conge's work experience has spanned over 20 years in municipal library systems. Most recently, Ms. le Conge worked for the City of Richmond as Director of Library and Cultural Services from 2005-2010 and as Library Director from 2004-05 at Richmond Public Library. She has experience renovating two library branches and working with community stakeholders to plan for a new main library. Prior to working at Richmond, Ms. le Conge served in various positions at the Benicia Public Library from 1995 to 2004, including Youth Service Librarian, Young Adult Librarian, and Library Director. In addition, she worked at the Vallejo Library and Fairfield-Suisun Library as a Children's Librarian.

Ms. le Conge holds a Bachelor Degree from the University of California, Davis in Design, and received her Masters degree in Library and Information Science from the University of California, Berkeley. Ms. le Conge is an active member of the California Library Association, serving as President in 2008, and has been an active participant and mentor in other various professional activities and leadership institutes as well.

**RESOURCE IMPACT**

The annual control point for the Director of Libraries position is $165,000.00. The attached at-will employment for Ms. le Conge reflects that salary level. The benefits are consistent with those provided in the Management and Professional Compensation Plan and all other agreement terms are consistent with the at-will
agreement template that the Council approved in 2004 when it transitioned to an at-will system for new department heads.

POLICY IMPLICATIONS
This recommendation is consistent with existing City policies.

Attachments:
- Employment Agreement Director of Libraries (DOC)

Prepared By: Elizabeth Egli, Administrative Assistant
Department Head: Sandra Blanch, Interim Director, Human Resources
City Manager Approval: James Keene, City Manager

May 16, 2011 (ID # 1717)
EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the City of Palo Alto, a municipal corporation and chartered city ("City") and Monique Le Conge ("le Conge"). It is effective on the latest date next to the signatures on the last page.

This Agreement is entered into on the basis of the following facts, among others:

A. City, acting by and through its duly appointed City Manager and with the approval of its duly elected City Council, desires to employ le Conge as its Library Director subject to the terms and conditions set forth in this Agreement, the Palo Alto Municipal Code and in the Charter of the City of Palo Alto (the "Charter").

B. Le Conge desires to be employed by the City as its Library Director, subject to the terms and conditions set forth in this Agreement, the Palo Alto Municipal Code, and in the Charter.

C. City and le Conge desire to establish specific terms and conditions relating to compensation and benefits, performance evaluations, and related matters.

D. Notwithstanding any provision of the City of Palo Alto Merit System Rules and Regulations, the Library Director serves on an at-will basis, with no expectation of continued employment, and with no right to pre- or post-separation due process or appeal.

E. Le Conge desires a predictable amount of severance notice and severance pay should her employment be terminated with or without cause or notice.

BASED UPON THE FOREGOING, CITY AND LE CONGE AGREE AS FOLLOWS:

1. Employment. City will appoint and employ le Conge as Library Director with the City of Palo Alto and le Conge will accept the appointment and employment for the City for an indefinite term to begin on May 31, 2011. In the event le Conge does not actually report for or commence work on May 31, 2011, the employment start date will be the date, if any, as otherwise mutually agreed by the parties.

2. Duties of the Library Director. Le Conge shall perform the duties established for the Library Director by the Charter, Palo Alto Municipal Code, direction of the City Manager, or as otherwise provided by law, ordinance, or regulation. Le Conge agrees to comply with all federal, state and local laws, ordinances, rules and regulations applicable to or associated with these duties.

   2.1. Full Energy and Skill. Le Conge shall devote her full energy, skill, ability, and productive time to the performance of her duties.
2.2. **No Conflict.** Le Conge shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of her duties. Le Conge acknowledges that he/she is subject to the various conflict of interest requirements found in the California Government Code and state and local policies and regulations.

2.3 **Permission Required For Outside Activities.** Le Conge shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, without the express, written permission of the City Manager.

3. **Compensation.** While performing the duties of Library Director, Le Conge shall be compensated as provided in this Section 3.

3.1. **Compensation.** Le Conge shall receive an initial base annual salary of One Hundred Sixty Five Thousand Dollars ($165,000.00) commencing on the Employment Start Date, subject to authorized or required deductions, prorated and paid on City's regular paydays. Le Conge shall be an exempt employee under applicable wage and hour law and her base salary shall be compensation for all hours worked. City agrees that the amount of Le Conge's base annual salary shall not decrease, except as part of a permanent decrease that is consistent with the Fair Labor Standards Act and that is applicable to all City executive Staff.

3.2. **Salary Adjustments.** Not less than once each year, the City Manager shall meet with Le Conge for the express purpose of evaluating the performance of Le Conge. The City Manager will act in good faith in determining whether to increase the salary of Le Conge, but the ultimate decision in this regard is within the sole discretion of the City Manager.

4. **Benefits and Allowances.** Le Conge will be eligible for, and shall receive, all regular benefits (i.e., health insurance, PERS contributions to the extent paid by City, etc.) and vacation, sick leave, and management leave as are generally provided to management employees pursuant to the City Council-approved Compensation Plan for Management and Professional Personnel and council Appointees, as it currently exists and may be changed from time to time.

5. **Additional Expenses of Employment.** City shall pay the following usual and customary employment expenses:

5.1 The cost of any fidelity or other bonds required by law for the Library Director.

6. **Duration of Employment.** Le Conge understands and agrees that she has no constitutionally protected property or other interest in her employment as Library Director. She waives any and all rights, if any, under the Merit System Rules and Regulations, including without limitation, the right to pre-or post-disciplinary due process. She understands and agrees that she works at the will and pleasure of the City Manager and that she may be terminated, or asked to resign, at any time, with or without cause. Le Conge may terminate this agreement (terminating all employment) upon 30 days written notice to the City Manager.
6.1. Severance Pay. If le Conge is asked to resign or is terminated as Library Director she shall receive a cash severance payment, or payments (without interest) at intervals specified by le Conge, equaling 6 months salary and benefits at the date of termination.

6.2. Non-Payment of Severance Under Certain Conditions. If the termination of le Conge is the result of conviction of a felony, she shall not be paid any severance pay.

7. Miscellaneous.

7.1. Notices. Notices given under this Agreement shall be in writing and shall be either: a) served personally; or b) sent by facsimile (provided a hard copy is mailed within one (1) business day); or c) delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or d) sent by Federal Express, or some equivalent private mail delivery service. Notices shall be deemed received at the earlier of actual receipt or three (3) days following deposit in the United States mail, postage prepaid. Notices shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this subsection.

CITY:

Attn: City Manager
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 95901
Phone: (650) 329-2226
FAX: (650) 328-3631

LE CONGE:

Monique le Conge
250 Hamilton Avenue
Palo Alto, CA 94301
Phone: _________
FAX: _________

7.2. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.

7.3. Applicable Law and Venue. This Agreement shall be interpreted according to the laws of the State of California. Venue of any action regarding this Agreement shall be in the proper court in Santa Clara County.

7.4. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions
shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

7.5. **Waiver.** Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

7.6. **Representation by Counsel.** Le Conge and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

7.7 **Section Headings.** The headings on each of the sections and subsections of this Agreement are for the convenience of the parties only and do not limit or expand the contents of any such section or subsection.

Dated: ____________

CITY OF PALO ALTO

By______________________

City Manager

Dated: ____________

LE CONGE

Monique le Conge

ATTEST:

____________________________________

City Clerk

APPROVED AS TO FORM:

By: ______________________
Sr. Deputy City Attorney