

TOWN OF SHERBORN, MA

EMPLOYMENT AGREEMENT LIBRARY DIRECTOR LIZ ANDERSON JANUARY 19, 2024-JUNE 30, 2027

This Agreement is made and entered into by and between the Town of Sherborn, a municipal corporation of the Commonwealth of Massachusetts, with a usual place of business at 19 Washington Street, Sherborn, Massachusetts, 01770 acting by and through its appointing authority, the Sherborn Library Trustees (hereinafter the "Town"), who acts in their representative capacity only and without any personal liability, and Liz Anderson (hereinafter "Anderson", "Library Director" or "Director").

WHITNESSETH:

WHEREAS, the Town desires to employ the services of Liz Anderson as Library Director of the Town of Sherborn under the provisions of M.G.L. Chapter 78, Section 34; and,

WHEREAS, both the Town and Director agree that it is appropriate to enter into this Agreement in order to provide for the salary, fringe benefits, and other conditions of employment and;

WHEREAS, Anderson has accepted employment as Library Director of the Town, and desires to execute the duties and responsibilities of that position and;

WHEREAS, all of the wages and benefits provided for by this agreement are subject to annual appropriation by Town Meeting and;

NOW, THEREFORE, the Sherborn Library Trustees do hereby confirm the appointment of Anderson to the position of Library Director in accordance with all applicable general laws, By-laws of the Town, and special acts, and, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. APPOINTMENT AND TERM

The Town hereby appoints Anderson to the position of Library Director, and Anderson accepts such appointment in accordance with the terms and conditions of this Agreement.

The term of this appointment and Agreement commences January 19, 2024, and ends on June 30, 2027, unless terminated sooner under the provisions of this Agreement.

2. DUTIES

The Director agrees to perform the functions and duties specified in the “Sherborn Library Job Description – Library Director” attached hereto and incorporated herein by reference, as such job description may be amended from time to time by the Town, and to perform other legally permissible duties and functions as assigned by the Town which are in accordance with the written policies of the Town.

The Library Director shall devote her entire time to the performance of her official duties and shall not engage in outside employment without the prior approval of the Sherborn Library Trustees.

3. COMPENSATION

Subject to Town Meeting appropriation, for the period commencing January 19, 2024 and ending June 30, 2027, the Library Director shall receive a base annual salary of one hundred four thousand five hundred dollars and no cents (\$104,500.00), payable in installments made at the same time as other Department Heads are paid. Subject to Town Meeting appropriation, on July 1, 2024 the Library Director shall receive the same salary plus an annual two and one-half percent (2.5%) increase or the average non-union COLA increase, whichever is greater. Commencing on July 1st in the second (July 2025) and third (July 2026) years of this contract, the Director shall, subject to Town Meeting appropriation, receive the same salary, plus an annual two and one-half percent (2.5%) increase or the average non-union COLA increase, whichever is greater.

4. PERFORMANCE EVALUATIONS

Annually, in accordance with the Town's practice and procedure or otherwise agreed to process, the Town and the Library Director may define, in writing, such goals and performance objectives for the proper operation of the Library and may establish a relative priority among those goals and objectives. Annual goals, objectives, and priorities may be presented to the Sherborn Library Trustees by the Library Director for input and approval before being set forth for the upcoming review period. Any proposed salary adjustment as a result of a completed, annual performance evaluation is subject to the approval of the Sherborn Library Trustees.

In addition to the annual performance evaluation, the Sherborn Library Trustees may initiate an evaluation of the Library Director at any time for the purpose of improving performance or addressing a particular matter. This type of evaluation will specify a goal(s) and objectives, how success will be measured, and include a mutually agreed upon time-frame for achieving the goal(s).

5. ADDITIONAL BENEFITS

The following additional benefits shall accrue to the Library Director:

- a. **Vacation.** The Library Director shall receive 4 weeks vacation per fiscal year, which shall be accrued as earned at the rate of 1.66 days per month worked. Vacations must be taken in the fiscal year in which they accrue, except that up to ten vacation days may be carried over to the next fiscal year.
- b. **Sick Leave.** The Director shall receive sick leave in accordance with the Personnel Administration Plan (PAP).
- c. **Bereavement.** The Director shall receive bereavement leave in accordance with the PAP.
- d. **Health/Life Insurance.** Director may participate in all health and life insurance plans to the same extent, and with the same contribution ratio, as may from time to time be made available to other Town employees.
- e. **Dues and Subscriptions.** Subject to the funds appropriated by Town Meeting, the Town agrees to pay an appropriate amount for the professional dues and subscriptions of Director necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional growth and advancement.
- f. **Professional Development.** Subject to the funds appropriated by Town Meeting, the Town agrees to pay an appropriate amount for travel and subsistence expenses of the Director for professional and official travel and meetings. This shall include, but not be limited to, short courses, seminars and institutes that are necessary for Directors professional development and for the good of the Town.
- g. **Retirement.** Membership in the Town retirement system is mandatory for all permanent, full-time employees, including the Library Director.
- h. **Deferred Compensation.** The Director is authorized to participate in and contribute to any deferred compensation program approved by the Town.
- i. **Holidays.** The Director shall be entitled to all holidays afforded to other Town non-bargaining employees per the PAP.

6. **TERMINATION AND SUSPENSION**

a. **Suspension or Termination by the Town for Cause:** The Town may, by the vote of the Sherborn Library Trustees, suspend or terminate this Agreement at any time for Cause following the procedures set forth herein. The Town may, by vote of the Trustees and by written notice to the Library Director, place the Library Director on administrative leave with full pay and benefits whenever the Trustees determines that circumstances warrant a hearing to determine whether Cause exists for

suspension or termination of the Library Director. The Library Director shall receive notice in writing within five days of the decision to place him on administrative leave and/or of a vote to seek suspension or termination for cause without placing him on administrative leave. The notice shall include the charge(s) against him, and a brief summary of the reasons in support of the charge(s). In a 'for Cause termination' for unsatisfactory performance, prior written notice of poor performance will be given before pursuing termination, and a reasonable opportunity shall be provided to address and correct the deficiency. A majority vote of the Trustees shall be sufficient to suspend or terminate the Library Director.

b. Hearings

i. The Library Director may in writing request a hearing before the Trustees within ten days of the Library Director's receiving notice under Section 8(A). If the Library Director does not request a hearing, the Trustees not later than twenty days following delivery of the notice shall, unless the Library Director has since resigned, determine by vote if Cause exists. If the Trustees finds that Cause exists, then the Trustees may impose a suspension of the Library Director without pay and benefits or terminate this Agreement and employment of the Library Director, as decided by the Trustees, which vote shall be effective immediately upon notice to the Library Director.

ii. Not earlier than ten days or later than twenty days following delivery of the written request for a hearing by the Library Director, the Trustees shall conduct a hearing, and the Library Director shall be given an opportunity to respond to the charge(s).

iii. The hearing shall be conducted in accordance with the Massachusetts Open Meeting Law., G.L. c. 30A, §§ 20-25.

iv. During the hearing, the Library Director shall have the right to be represented by counsel completely at her own expense to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. The Town may also have counsel at the hearing, examine witnesses, present evidence and make arguments.

v. In its decision, the Trustees shall consider only such evidence as is presented at the hearing and make findings of fact based upon such evidence to determine whether Cause exists. The Library Director shall be provided with a written notice of the finding of the Trustees and reasons for the Trustee's determination within ten days after conclusion of the hearing.

vi. If the Trustees, by vote, shall determine that Cause exists, then the Trustees may impose a suspension of the Library Director without pay and benefits or terminate this Agreement and employment of the Library Director, as decided by the Trustees.

vii. In the event that the Town terminates this Agreement for Cause, the Library Director shall be entitled to no compensation or other benefits, unless otherwise determined by the Trustees, except for salary earned but unpaid through the date of termination and any accrued but unused vacation time as of the date of termination. Such termination or suspension shall take effect immediately upon notice to the Library Director, unless otherwise specified by the Trustees.

7. RESIGNATION

The Director may voluntarily resign or retire before the expiration date of this Agreement, in which case she shall give the Trustees at least sixty days (60) written notice prior to the effective date of her resignation, unless the parties agree otherwise in writing.

The Director's pay and benefits shall cease on the effective date of her resignation, unless sooner terminated under the provisions of this Agreement, subject to any rights and obligations under state or federal law with respect to retirement benefits and the continuation of group health care benefits at Directors expense as provided by law.

8. INDEMNIFICATION

To The extent allowable by law, the Director shall be indemnified by the Town, pursuant to and as limited by the provisions of G.L. c. 258, Sections 2, 9 and 13, other relevant provisions of law, and the by-laws of the Town, for claims made against him arising out of the performance of her duties and responsibilities as Library Director. Such indemnification does not extend to proceedings or appeals related to the termination of employment or other disciplinary actions brought by the Town under Section 6 of this agreement.

9. ENTIRE AGREEMENT

This writing constitutes the entire Agreement between the parties, and it may not be altered, amended or modified except by a writing signed by all parties.

10. LAW GOVERNING

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

11. SEVERABILITY

If any clause or provision of this Agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

12. NOTICES

Any notice required or permitted to be given under this Agreement to either party shall be in writing and shall be sent by certified mail, postage pre-paid, or delivered by hand to:

- a. The Town: Chair - Sherborn Library Trustees, 19 Washington Street, Sherborn, Massachusetts, 01770.
- b. The Library Director: Liz Anderson, 48 Church Street, Holliston, Massachusetts, 01746.

13. HOURS OF WORK

The Library Director shall devote the amount of time and energy that is necessary to faithfully perform the duties of Library Director. It is recognized that the Library Director must devote a great amount of time outside the normal office hours of forty (40) hours per week, to business for the Town and, to that end, she shall be allowed to establish an appropriate work schedule, subject to the approval of the Sherborn Library Trustees. In addition, the Library Director may not be self-employed or employed by any other entity without the express written authorization of the Sherborn Library Trustees. Such authorization is revocable at any time at the pleasure of the Sherborn Library Trustees if there is any question that an outside employment commitment may be interfering, or may interfere, with the ability of the Director to deliver services to the Town; and may involve disciplinary action if outside employment is obtained without receiving proper authorization. The Library Director will be considered an exempt employee under the Fair Labor Standards Act (FLSA) and will not be eligible for overtime.

14. LIBRARY MATERIALS AND SELECTION POLICY

The Sherborn Library Trustees have established a written policy for the selection of library materials and the use of library materials and facilities in accordance with standards adopted by the American Library Association. Such policy, which may be amended from time to time, is incorporated herein by reference.

15. PERSONNEL BY-LAW

The Personnel By-Law is incorporated by this reference. Notwithstanding the foregoing, to the extent that any one or more of the provisions or parts of a provision of the Personnel By-Law are inconsistent with any one or more of the provisions or parts of a provision of this Agreement, this Agreement shall control.

Sherborn Library Director Employment Agreement 2023

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a Duplicate thereof this _____ day of April 2023.

SHERBORN LIBRARY TRUSTEES:



Brian Connolly, Chair
Dated: May 24, 2023

LIZ ANDERSON:



Liz Anderson
Library Director
Dated: May 24, 2023

APPROVED AS TO LEGAL FORM:

Christopher J. Petrini
Town Counsel
Dated: May __, 2023

2023.05.23 Anderson Contract 2023