

AGREEMENT
BETWEEN THE TOWN OF ORANGE LIBRARY TRUSTEES
AND
LIBRARY DIRECTOR

THIS AGREEMENT is entered into, pursuant to M.G.L. c. 78, section 34, between the Town of Orange, Library Trustees, in their official capacity, hereinafter referred to as the "Trustees", and Walt G. Owens, hereinafter referred to as the "Library Director".

WHEREAS, the Trustees, pursuant to M.G.L. c. 78, Section 11 and 34 have appointed Walt G. Owens, the Library Director; and

NOW THEREFORE, in consideration of the mutual obligations contained herein, the parties hereby agree as follows:

Article I. Scope of Services

The Library Director shall be the chief administrative officer of the Town of Orange Library and shall perform all duties of the Library Director in accordance with all general and special laws of the Commonwealth of Massachusetts and Town bylaws, and shall faithfully comply with the rules and regulations of the Library. In addition, the Library Director shall perform all duties as detailed in the attached Job Description and made a part hereof and such other duties as the Trustees may from time to time assign. The position of Library Director is considered a managerial and confidential position. For the purposes of the FLSA, the Library Director shall be deemed an exempt position.

Article II. Term

- A. The term of this contract shall be for the period of three years, commencing on July 1, 2008 through and including June 30, 2011 except upon resignation, retirement, or removal from office. This contract supersedes the previous agreement between Walt G. Owens and the Trustees.
- B. This contract may be extended for one or more additional periods of time not exceeding three (3) years, said time and terms to be agreed upon in writing by the Trustees and Library Director.
- C. In the event the Library Director intends to resign or retire voluntarily before the natural expiration of any term of employment, then the Library Director shall give the Trustees forty five (45) days written notice.

Article III. Salary

The Library Director shall receive a sum equal to Grade 9, Step 7 on the Town's FY2008 salary scale as an annual salary effective on the commencement date of the term. The salary of the Director will be reviewed and adjusted periodically, if the director's job performance is satisfactory, with cost of living increases (at the beginning of each fiscal year) and a one step increase (on employees anniversary date), if money is available, the Board will approve same for submittal to Town Meeting.

Article IV. Benefits

Benefits for the Library Director will generally conform to those offered to other non-union employees under the Personnel Bylaw for the Town of Orange, unless expressly noted below:

- A. Sick Leave: Personnel Bylaw, as amended from time to time.
- B. Vacations: The Library Director will be granted an annual vacation of 25 days per year. Vacation leave may be taken as it is earned. Vacation time shall not be cumulative from year to year, except with the express written approval of the Trustees.
- C. Holiday Pay: MGL Chapter 147 § 17F
- D. Personal Days: Personnel Bylaw, as amended from time to time.
- E. Bereavement Days: Personnel Bylaw, as amended from time to time.
- F. Professional Activities: Time and pay shall be granted to the Library Director for the time necessary to qualify for the state library personnel standards and to support participation in relevant Library Director meetings, conferences and programs upon written approval of the Board of Trustees and so long as funds are available from the Library budget for same.
- G. Dues and Subscriptions: The Trustees agree to review and consider an annual budget submitted by the Library Director that contains the specific professional dues and subscriptions desired by the Library Director for his continuation and full participation in state and local associations necessary and desirable for his continued professional growth and advancement, and for the good of the Town.
- H. Leaves: All other leaves shall be governed by the Personnel Bylaw for the Town of Orange, as amended from time to time.

Article V. Insurance

A. Health Benefits: The Library Director shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible under the Town of Orange Personnel Bylaw, as amended from time to time.

Article VI. Hours

- A. As a full-time salaried employee, the Library Director agrees to devote that amount of time and energy, which is necessary to faithfully perform the duties of Library Director under this contract.
- B. The Library Director shall provide the Trustees, sick days, vacation days, personal days, bereavement days, holidays, and any other time off taken in a format that is mutually agreed upon.
- C. The Library Director shall notify the appointing authority as soon as known, but at least one week in advance, of any protracted (1 week or longer) absences for vacation or other reasons.

Article VII. Indemnification

The Town agrees that the Town shall defend, save harmless and indemnify the Library Director, as provided in M.G.L. CH 258.

Article VIII. Discipline or Discharge

All disciplinary actions will comport with the requirements of M.G.L. c. 39, section 23B and the Town of Orange Personnel Bylaw as amended from time to time...

Article IX. Modification

No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties.

Article X. Miscellaneous

None of the services to be provided by the Library Director shall be used for any local partisan political activity or to further the election or defeat of any candidate for public office.

All published material, including without limitation thereto: reports, manuals, pamphlets, and articles prepared under this contract, shall become the property of the Town of Orange. The Library Director shall be entitled to copies of any material he prepares.

All monetary provisions of this agreement are subject to appropriation by Town Meeting.

Law Governing

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

Article XI. Severability of Provisions

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of this contract shall not be affected thereby so long as the Contract continues to reflect the agreement of the Parties.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE BOARD OF TRUSTEES
DIRECTOR

By: Appointing Authority

Richard M. Senior

Library Trustees, Chair

Rice B. Flanders
Library Trustee

Kathy J. Ryan
Library Trustee

Robert Wright
Library Trustee

Jean Thompson
Library Trustee

FOR THE LIBRARY

By:

Walt G. Owens
Walt G. Owens

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF ORANGE
AND CANDACE CROSS

July 1, 2008

This Memorandum of Understanding is entered into, between the Town of Orange, by and through, the Board of Library Trustees, in their official capacity, hereinafter referred to as the Board, and Candace Cross, hereinafter referred to as the Children's Librarian/Assistant Director.

WHEREAS, the Board, has appointed Candace Cross the Children's Librarian/Assistant Director; and

WHEREAS, Candace Cross has the qualifications to perform the services of the Children's Librarian/Assistant Director;

NOW THEREFORE, in consideration of the mutual obligations contained herein, the parties hereby agree as follows:

Article I. Scope of Services

The Children's Librarian/Assistant Director shall perform all of the duties and functions as specified in her job description and in accordance with Massachusetts General Law, the Bylaws, rules and regulations of the Town of Orange and such other duties and functions as the Board shall from time to time may reasonably assign to her. The Board recognizes that the Children's Librarian position is a full time professional position, and affirms that in the event of the Assistant Director duties being reassigned (as the Board hopes to do in the future) no reduction in pay grade would be needed.

For the purposes of the Fair Labor Standards Act, the Children's Librarian/Assistant Director shall be deemed an exempt employee.

Article II. Term

A. The term of this Memorandum of Understanding shall commence on March 8, 2008, and continue through and including March 7, 2011, except upon resignation, retirement, or removal from office.

B. This Memorandum of Understanding may be extended for one or more additional periods of time not exceeding three (3) years, said time and terms to be agreed upon in writing by the Board (through the Library Director) and the Children's Librarian/Assistant Director.

C. In the event the Children's Librarian/Assistant Director intends to resign for a new job or retire voluntarily before the natural expiration of any term of employment, the Children's Librarian/Assistant Director shall give the Board and Library Director thirty (30) days written notice.

Article III. Salary

The Children's Librarian/Assistant Director shall receive as salary compensation at the level of grade 7, step 4 on the Town's Compensation Plan FY08 (currently \$40,688.18 on an annual basis), effective March 8, 2008 for the balance of the fiscal year ending June 30, 2008. The salary of the Children's Librarian/Assistant Director will be reviewed and adjusted periodically, assuming the Children's Librarian/Assistant Director's performance is satisfactory, with cost of living increases (at the beginning of each fiscal year) and step increases (on employees anniversary date), if money is available, the Board will approve same for submittal to Town Meeting.

Article IV. Benefits

Benefits for the Children's Librarian/Assistant Director will generally conform to those offered to other non-union employees under the Personnel Bylaw for the Town of Orange, unless expressly noted below:

A. Vehicle: The Town shall pay a mileage allowance at the standard town rate per mile, plus toll and parking expenses if in the course of her duties as Children's Librarian/Assistant Director a personal vehicle is used. The Town agrees to pay for the travel and subsistence expense of the Children's Librarian/Assistant Director for short courses, programs and seminars within Massachusetts that are necessary for her professional development and for the good of the Library, subject to the prior approval of the Board (through the Library Director) and subject to the availability of funds.

B. Dues and Subscriptions: The Trustees agree to review and consider an annual budget submitted by the Children's Librarian/Assistant Director that contains the specific professional dues and subscriptions desired by the Children's Librarian/Assistant Director for her continuation and full participation in state and local associations necessary and desirable for her continued professional growth and advancement, and for the good of the Town.

C. Professional Development: The Board (through the Library Director) recognizes the importance of the professional development of the Children's Librarian/Assistant Director and agree that the Children's Librarian/Assistant Director shall be given adequate opportunities to develop her skills and abilities as a Children's Librarian/Assistant Director. Accordingly, the Board (through the Library Director), agree to review an annual budget submitted by the Children's Librarian/Assistant Director that includes specific provisions for professional development

D. Vacation Leave: The Children's Librarian/Assistant Director shall receive four (4) weeks (20 working days) vacation per year for each year of this agreement--to be awarded on each anniversary date of employment. All other benefits amounts are as outlined by the personnel bylaw.

Article V. Insurance

A. Health Benefits: The Children's Librarian/Assistant Director shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible under the Town of Orange Personnel Bylaw.

Article VI. Hours

A. As a full-time salaried employee, the Children's Librarian/Assistant Director agrees to devote that amount of time and energy, which is necessary to faithfully perform the duties of Children's Librarian/Assistant Director under this agreement. The work week shall consist of the hours required or necessitated for the proper performance of her duties and responsibilities and will include some evenings and weekends. It is assumed that the duties of the position will require at least 35 hours per week.

B. The Children's Librarian/Assistant Director shall provide the Board, through the Library Director, in writing, sick days, vacation days, personal days, bereavement days, holidays, and other time off taken in a format that is mutually agreed upon.

C. The Children's Librarian/Assistant Director shall notify the Library Director as soon as known, but at least one week in advance, of any protracted (1 week or longer) absences for vacation or other reasons.

Article VII. Indemnification

The Town agrees that the Town shall indemnify the Children's Librarian/Assistant Director as provided in M.G.L. CH 258.

Article VIII. Discipline or Discharge

All disciplinary actions will conform to the requirements of the Personnel Bylaw.

Article IX. Modification

No change or modification of this Memorandum of Understanding shall be valid unless it shall be in writing and signed by both parties.

Article X. Miscellaneous

None of the services to be provided by the Children's Librarian/Assistant Director shall be used for any local partisan political activity or to further the election or defeat of any candidate for public office.

All published material, including without limitation thereto: reports, manuals, pamphlets, and articles prepared under this contract, shall become the property of the Town of Orange. The Children's Librarian/Assistant Director shall be entitled to copies of any material she prepares.

All monetary provisions of this Memorandum of Understanding are subject to appropriation by Town Meeting.

Law Governing

This Memorandum of Understanding shall be construed and governed by the applicable laws of the Commonwealth of Massachusetts.

Article XI. Severability of Provisions

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

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written.

FOR THE BOARD OF TRUSTEES

By:

Richard M. Senier, Chair
RICHARD M. SENIER, CHAIR

Kathy J. B.

Jean Thompson

Lisa A. Vaughan

Rice B. Harder

Appointing Authority

FOR THE LIBRARY DIRECTOR

By:

Walt Owens
WALT OWENS

FOR THE CHILDREN'S LIBRARIAN/
ASSISTANT DIRECTOR

Candace Cross
CANDACE CROSS