

## 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

WHEREAS, Walt G. Owens has or will obtain the necessary qualifications pursuant to M.G.L. c. 78, section 29 to perform services of the Library Director within three years of said appointment;

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 October 24, 2005 through and including October 24, 2008 except upon resignation, retirement, or removal from office.
- B. This Contract may continue in full force and effect from its expiration date until a new contract has been mutually agreed upon by agreement of the parties.
- C. 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.

D. 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, in advance, without penalty, unless the parties otherwise agree in writing. Provided such notice is given, the Library Director will be entitled to receive pay for vacation time accrued. If the Library Director fails to provide the agreed upon notice he will forfeit, as liquidated damages, any moneys owed to him by the Town.

### **Article III. Salary**

The Library Director shall receive a sum of \$ 48,106.09, Grade 9, Step 6 as an annual salary effective on the commencement date of the term.

### **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 week shall be defined as 7 days. Vacation time shall not be cumulative from year to year, except with the express written approval of the Trustees.
- C. Holiday Pay: MGL 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 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, and holidays taken in a format that is mutually agreed upon. 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. Probationary Period**

The first six months of employment shall constitute a probationary period. During this period performance of duties and responsibilities shall be monitored with guidance provided as necessary to address questions, and make corrections. During the probationary period, either party may terminate employment after one month's notice. The notice shall contain the reasons for termination.

#### **Article IX. 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 X. Modification**

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

## **Article XI. 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 XII. 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.

## **Article XIII. Relocation**

The Trustees have agreed to reimburse the Library Director for relocating to Massachusetts up to a maximum amount of \$5,000.00. The Library Director will present invoices to the Trustees as evidence of the cost of relocation.

If the Library Director should leave this position prior to one and one-half years of completed service, he shall fully reimburse his relocation allowance expended.

If the Library Director should leave this position after one and one-half years but prior to three of completed service, he shall reimburse the town one-half of his relocation allowance expended.

If the Library Director fulfills his three-year term under this Contract he shall not be required to reimburse the Town for the relocation allowance expended.

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

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Library Trustees, Chair

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Library Trustee

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Library Trustee

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Library Trustee

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Library Trustee

FOR THE LIBRARY

By:

\_\_\_\_\_  
Walt G. Owens