

MEMORANDUM OF UNDERSTANDING

BETWEEN THE TOWN OF ORANGE

AND

CANDACE CROSS

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.

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 July 1, 2007, and continue through and including March 7, 2008, except upon resignation, retirement, or removal from office.

B. This Memorandum of Understanding shall continue in full force and effect from its expiration date until a new agreement has been mutually agreed upon.

C. 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.

D. 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 Administrative Coordinator shall give the Board and Library Director thirty (30) days written notice.

Article III. Salary

The Children's Librarian/Assistant Director shall receive a sum of \$ 37,328.45 as salary effective July 1, 2007 for the fiscal year ending June 30, 2008. The salary of the Children's Librarian/Assistant Director will be reviewed and re-negotiated annually, 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 travel allowance in the course of her duties as Children's Librarian/Assistant Director at a mileage allowance as voted by the Board of Trustees, the standard town rate per mile, plus toll and parking expenses incurred in the course of her duties. 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 Board (through the Library Director), agree to review 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 Library.

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 three (3) weeks vacation per year starting immediately--including three weeks earned for the benefit year of 3/8/2006-3/7/2007--to be awarded on each anniversary date of

employment for the preceding year. Upon completion of five years of service to the Library the vacation allowance shall increase to four weeks per year. All other benefits amounts are as outlined by the personnel bylaw.

Article V. Insurance

A. Injured on Duty: The Children's Librarian/Assistant Director shall be entitled to injured duty benefits as provided in Workers Compensation.

B. 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 the hours required or necessitated for the proper performance of her duties and responsibilities and will include some evenings and weekends.

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, and holidays taken in a format that is mutually agreed upon.

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, against any tort, professional liability claim or demand or other civil or criminal legal action, groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Children's Librarian/Assistant Director.

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

Appointing Authority

FOR THE LIBRARY DIRECTOR

By:

WALT OWENS

FOR THE CHILDREN’S LIBRARIAN/
ASSISTANT DIRECTOR

CANDACE CROSS