

**EMPLOYMENT AGREEMENT BY AND BETWEEN
DEBRA E. SPRATT AS LIBRARY DIRECTOR AND THE TOWN OF PEPPERELL
(2015)**

AGREEMENT made this 4th day of June, 2015, by and between the Town of Pepperell, acting by and through the Board of Trustees of the Lawrence Library (hereinafter referred to as the "Trustees"), and Debra E. Spratt (hereinafter the "Library Director" or "Ms. Spratt").

WHEREAS, Ms. Spratt is the Library Director of the Town of Pepperell; and

WHEREAS, the Trustees desire to enter into an employment agreement with Ms. Spratt as Library Director under the authority of Chapter 78, Section 34 of the Massachusetts General Laws; and

WHEREAS, Ms. Spratt is desirous of entering into an employment agreement with the Trustees as said Library Director for the Town of Pepperell;

THEREFORE, the Trustees and Ms. Spratt hereby agree as follows:

- 1. Function and Duties.** The Trustees shall employ Ms. Spratt as the Library Director under an employment contract. The Library Director shall work under the general supervision of the Trustees. The Library Director shall perform the necessary professional and administrative services required by the Trustees in the management of the Lawrence Library and shall do so in a professional, competent, and expeditious manner under the direction of the Trustees.

The Library Director shall be responsible for the duties, responsibilities and assignments in the attached Job Description contained herein as Appendix A.

The Library Director shall serve as the designated chief administrative officer and chief librarian of the Lawrence Library. The Library Director acknowledges the Trustees as the policy setting board of the Lawrence Library, and shall bring to the attention of the Trustees all issues affecting the services, administration, maintenance and operations of the Lawrence Library, and all matters requiring policy decisions. The Library Director agrees to keep the Trustees informed as to the administrative actions taken, and shall provide the Trustees a monthly report, and other reports as required by the Trustees.

The Trustees acknowledge the Library Director as the chief administrative officer and chief librarian of the Lawrence Library, and agree to deal with the Library and the Library Director through the Chairperson or designee of the Board of Trustees.

The Library Director shall also attend the meetings of the Board of Trustees, the Annual Town Meeting, special Town meetings at which the Library Director's presence could be reasonably expected, or at which action is contemplated that would affect the administration and affairs of the Lawrence Library. The Library Director shall cooperate and coordinate Library services with the Town Administrator and the Board of Selectmen.

2. **Term.** The term of this Agreement shall commence as of July 1, 2015 and end on June 30, 2018, unless renewed as hereinafter provided. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Trustees to terminate the services of the Library Director, at any time, subject to the provisions set forth in the Termination section of this Agreement. The Library Director acknowledges that the Trustees retain complete discretion as to any successor agreement and shall hold the Trustees harmless from any and all liability should the Trustees elect not to retain the services of the Library Director under a successor agreement.

3. **Compensation.** For her services under this Agreement, the Library Director shall be paid a salary for Fiscal Year 2016 in the amount of \$74,562.92. This will be paid at bi-weekly intervals. In addition:
 - a. Any increases to become effective July 1, 2016 and July 1, 2017 will be the result of negotiations with the Board of Trustees after the Annual Performance Review, and subject to funding, but in no event shall such increase be less than the annual increase (0% to 2.5%).

 - b. The Library Director's salary shall be paid at such intervals as is customary with the other Town Department Heads, subject to applicable withholdings and deductions, and otherwise in conformity with the normal payroll practices of the Town.

4. **Annual Performance Review.** The Trustees shall review and evaluate the performance of the Library Director annually, prior to the close of the contract year. Said review and evaluation shall be in conformity with specific goals and objectives that are to be developed cooperatively by the Trustees and Library Director. The Trustees and the Library Director agree to establish said goals and objectives annually, on or before July 15, of each year. Said goals and objectives may be added to or deleted as the Trustees may, from time to time, determine following prior consultation with the Library Director.

It is acknowledged by the parties to this Agreement that performance goals and objectives should be cooperatively developed in order to assure that the performance evaluation system is effective. The goals shall generally be attainable within the time limits specified and within the appropriations provided in the annual operating and capital budgets.

The Library Director shall submit semi-annually, during the fiscal year, her activities undertaken in connection with addressing the agreed goals and performance objectives.

Upon completion of the annual performance evaluation, the Trustees shall provide the Library Director with a summary written statement of the findings of the Trustees, and provide an adequate opportunity for the Library Director to discuss her evaluation with the Trustees, as appropriate.

5. **Schedule of Work.** The workweek shall consist of normal business hours required for the administration of her duties and such other hours as may be required by her office. In addition, the Library Director shall attend meetings of the Board of Trustees, the Finance Committee, the Town Meeting, and other Town boards or commissions, as required or necessitated for the proper performance of her duties and responsibilities.

6. **Outside Activities.** The Library Director acknowledges that her primary obligation is her office as Library Director for the Town. The Library Director agrees to spend her full time during business hours and to use her best efforts on behalf of the Lawrence Library, Pepperell. The Library Director may accept speaking, writing, lecturing or other engagements of a professional nature, provided they do not interfere with her duties as Library Director.
7. **Termination.** Nothing in this Agreement shall be construed to affect the appointment or removal powers of the Trustees over its Library Director, nor does this Agreement in any way grant tenure to the Library Director.
- a. The Trustees may terminate the services of the Library Director for good cause. The Trustees shall provide the Library Director with written notice of its intent to terminate her services and the reasons therefor. Within five (5) days following delivery of such notice, the Library Director may request a hearing at which the Library Director shall be entitled to be heard. The Library Director may request the hearing be held in public. Termination of the Library Director shall terminate this Agreement.
 - b. In the event the Library Director voluntarily resigns her position, the Library Director shall provide the Trustees with thirty (30) days notice, unless the Trustees and the Library Director otherwise agree.
 - c. This Agreement may also be terminated at any time by mutual written consent of both parties.
8. **Renewal.** This Agreement shall be automatically extended for successive periods of three (3) years unless a vote of the Board of Trustees is taken and written notice of non-renewal is sent to the Library Director by certified mail not less than ninety (90) days before the contract expires. Any determination not to renew the Agreement by the Board of Trustees shall be at the discretion of the Board of Trustees.

The Library Director shall, 120 days prior to the expiration of the Agreement, notify the Trustees of the 90 day notice period.

9. **Vacation.** The Library Director shall be entitled to twenty (20) days of paid vacation per fiscal year. This allowance will be granted at the beginning of the fiscal year, and the Director shall be allowed to carry over up to half of this annual entitlement from year to year. Vacation leave may accumulate up to a maximum of two (2) times the maximum annual entitled amount.
10. **Personal Days.** The Library Director shall be entitled to three (3) personal days per year. Personal days may not be carried forward from year to year.
11. **Sick Leave.** The Library Director shall be entitled to 6-2/3 hours of sick time for each completed calendar month. Sick leave may be taken in half-hour increments. She shall be allowed to use sick days in the event of personal illness, family illness, or doctors’

appointments. Unused sick leave shall be accumulated from year to year to a maximum of seven hundred twenty (720) hours.

- 12. Funeral Leave.** In the event of the death of a parent, spouse, child, stepchild living in the employee's household, or grandchild, the Library Director shall be guaranteed five (5) consecutive calendar days off, without loss of wages for any day(s) included therein which she was regularly scheduled to work. In the event of the death of a mother-in-law, father-in-law, grandparent, brother, or sister, four (4) consecutive calendar days will be guaranteed, with no loss of wages for any day(s) included therein which she was regularly scheduled to work.
- 13. Benefits.** The Library Director shall be entitled to all insurance, pension, fixed and floating holidays, and other benefits available to employees of the Town of Pepperell covered under the Personnel Wage and Salary administration plan.

a. **Insurance Opt-Out**

The Library Director shall be paid \$1,000 each year for opting to take only a single health care insurance policy when she is eligible for a family plan. A sum of \$2,000 will be paid each year if the Library Director opts not to take health care insurance from the Town of Pepperell. This payment is to be made in July of the fiscal year following the fiscal year in which the Library Director exercised one of these options, and will be pro-rated during this contract. The Library Director is eligible to join the Town of Pepperell health insurance plan at any annual registration date or at a qualifying event.

- 14. Longevity.** The Library Director shall be entitled to longevity pay in the amount of \$790 for Fiscal Year 2016, and \$930 for each Fiscal Year of 2017 and 2018.
- 15. Dues and Expenses.** The Town agrees to budget and pay an appropriate amount for the professional dues and subscriptions of the Library Director for her continuation and full participation in national, state and regional library associations and organizations necessary and desirable for her continued professional growth and advancement. These include the American Library Association (ALA), the Mass Library Association (MLA), the New England Library Association (NELA) and the Lawrence Library's membership in the Pepperell Business Association (PBA).

The Library Director shall be reimbursed for any other reasonable and necessary expenses incurred in the performance of her official duties, or as an official representative of the Library, including attendance by her at civic or social events. She shall be reimbursed for tolls and parking expenses related to trips out of town on Library related business.

- 16. Professional Development.** The Library Director shall be given opportunities to develop her skills and abilities as an administrator and librarian. Accordingly, the Library Director shall be allowed to attend, without loss of vacation or other leave, courses, seminars, and meetings relative to her role which are approved in advance by the Trustees. The Trustees may, at their discretion, pay for the cost of such programs. If the Trustees require that the Library Director attend any course, seminar or meeting, the Town of Pepperell shall pay the cost of such programs, and for travel and subsistence expenses incurred by the Library Director as a result of

attending such programs. If the Trustees require that the Library Director acquire any new or additional license or certification, the Town will pay the cost of any associated classes, training, books, and test or license fees, as well as reasonable associated travel and subsistence expenses, if any.

17. Selection and Facilities Use Policies. The Trustees have established a written policy, which is hereby made a part of this Agreement, on selection of library materials and on use of materials and facilities in compliance with the Library Bill of Rights and the Freedom to Read statement of the American Library Association and other related policies, resolutions and statements defining the priorities set out in the basic documents of intellectual freedom.

In accordance with Chapter 78, Section 33 of the Massachusetts General Laws, the Director may not be terminated or disciplined for acting in good faith with said policy.

18. General Provisions.

- a. The text herein shall constitute the entire Agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Library Director.
- c. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- d. For purposes of the Fair Labor Standards Act, the Library Director shall be deemed an exempt employee.
- e. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts. Any dispute arising under or out of the Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.
- f. The Library Director acknowledges that she has had a full and complete opportunity to consult with counsel of her own choosing concerning the terms, enforceability and implications of this Agreement, and that the Trustees have made no representations or warranties to the Library Director concerning the terms, enforceability or implications of this Agreement other than are as reflected in this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement this _____ day of June, 2015.

LIBRARY DIRECTOR

THE TOWN OF PEPPERELL Acting By
and Through the BOARD OF TRUSTEES
of the LAWRENCE LIBRARY

Debra E. Spratt

Charles Burnham, Chairman

Gretchen Needham, Vice Chairman

Ramona Reed, Secretary

Fred Kobs

Carol Case

Bob Kowalski

APPENDIX A. - JOB DESCRIPTION

LIBRARY DIRECTOR

Position Purpose:

The purpose of this position is to provide professional, administrative, and supervisory work in directing the activities and operations of the Pepperell Lawrence Library and in overseeing all library services and resources; all other related work as required. The Library Director is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

Supervision:

Supervision Scope: Performs varied and highly responsible work requiring the exercise of leadership, independent judgment, and initiative in planning and overseeing the administration of the Town library and in the development and delivery of library services to meet individual and community needs.

Supervision Received: Works under the policy direction of the Board of Library Trustees.

Supervision Given: Supervises library employees and volunteers, developing job direction, assigning tasks and instructions, and monitoring personnel performance evaluation.

Job Environment:

Work is performed under typical office and library conditions; the noise level is moderate at times. Library hours may require evening and weekend work.

Operates computer, printers, facsimile machine, microfilm/fiche reader, copier, calculator, typewriter, and other standard office and library equipment.

Has frequent contact with the general public, other Town departments, local schools/educators, the Board of Library Trustees, regional, state, and federal agencies, Union representatives, community organizations, and other municipal library staff. Contacts are in person, by telephone, via standard reports and e-mail.

Has access to department personnel records, although most information is subject to public disclosure and must be appropriately presented for the audience and communicated factually.

Errors could result in significant delay or loss of department services, poor public relations and monetary loss.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Plans, organizes, directs and manages all aspects of public library services for the residents of Pepperell and other patrons.

Establishes and maintains contact with other municipal departments and with regional, state, and federal agencies and prepares reports to those agencies when necessary. Represents the library in all interlibrary and interagency affairs. Works cooperatively with the Town department heads, school staff, and other civic and social representatives and groups to develop new programs and levels of service.

Leads the short and long-range planning activities for the library, including new or changed services and budgetary needs under the guidance of the Library Board of Trustees and in cooperation with Town departments and committees.

Participates in ongoing planning efforts to assess community needs and implement library service programs to meet those needs in efficient and effective ways. Initiates and develops services and programs in anticipation and/or in response to community needs. Evaluates programs and services, making changes as necessary to effectively carry out policies. Evaluates the development of the library profession and other fields as they relate to library functions for applicability to local needs.

Develops the annual budget and assumes fiscal responsibility for departmental activities including buildings and grounds, equipment, and manpower utilization.

Recruits, interviews, and selects both union and non-union staff. Provides general supervision for all library employees and direct supervision to department supervisors. Develops tools to evaluate staff performance and coordinates the performance evaluation of staff members. Fires and disciplines staff as necessary.

Promotes community use and support of the library and involves the library in community affairs. Speaks before groups and boards as required.

Participates in Trustee meetings; acts as an advisor to the Board on library matters and keeps them informed of issues and developments impacting the library. Makes policy recommendations to the Board and implements and interprets policies adopted by the Board.

Develops and implements special programs as well as a public relations program.

Supervises and oversees the care and maintenance of the physical facility. Makes recommendations for major repairs and changes to the Board.

Determines focus, policies, and priorities for collection development. Coordinates the selection of library materials and supervises the regular evaluation and development of the library collection.

Maintains regional, professional and network affiliations and attends meetings /seminars/conferences as necessary. Keeps current with professional library literature.

Initiates grant proposals and similar fund-raising efforts.

Performs similar or related work as required, directed or as situation dictates.

Recommended Minimum Qualifications:

Education, Training and Experience:

Masters Degree in Library Science from an ALA accredited school; at least four years of progressively responsible experience in library administration including at least two years of experience in administration and supervision; or any equivalent combination of education and experience.

Special Requirements:

Certification by the Massachusetts Board of Library Commissioners as a Professional Librarian.

Knowledge, Ability and Skill:

Knowledge. Thorough knowledge of the principles, practices, and techniques of contemporary public library administration, budgeting, and finance. Extensive knowledge of computer operations and appropriate library applications/updates essential to providing library services. Familiarity with books, authors and titles, and a strong interest in reading.

Ability. Ability to meet and deal with the general public, organization representatives, Town officials, and subordinates effectively and appropriately. Ability to work effectively in confrontational situations. Ability to communicate clearly both orally and in writing. Ability to direct the work of subordinates. Ability to prioritize multiple tasks and deal effectively with interruptions, often under considerable time pressure. Ability to prepare and administer budgets and to prepare financial reports. Ability to operate standard office equipment. Ability and comfort level to work with information technology applications. Ability to interact with technology experts, as needed.

Skill. Budgetary skills. Skill in pursuing and administering grants. Excellent customer service skills. Skill to load, maintain, troubleshoot computer programs/applications, computers and related equipment essential to providing uninterrupted library services. Required knowledge and skill to maintain/updated library web based services including databases and the library's web site.

Current circumstances (a very part-time custodian) and the foreseeable future, require the Director to handle a wide range of practical building maintenance issues without the need of outside assistance. (Examples- overflowing toilet, tripped circuit breaker, ceiling light bulb replacement, equipment/furniture assembly, etc)

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Employee is frequently required to walk, stand, sit, talk, and hear; uses hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms as in physically picking up files, papers and other common office objects. Employee must occasionally lift and/or move objects weighing up to 20 pounds such as files, books, supplies, etc. Vision and hearing at or correctable to normal ranges.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)