



Rockland Memorial Library

20 Belmont Street

Rockland, Massachusetts 02370

781.878.1236 fax 781.878.4013

EMPLOYMENT CONTRACT

This is an agreement between the Board of Trustees of the Rockland Memorial Library, hereinafter referred to as the "Library Trustees" and Beverly C. Brown, hereinafter referred to as the "Library Director".

The parties hereto mutually agree to the following conditions:

1. **EMPLOYMENT:** The Library Trustees hereby hire Beverly C. Brown as Library Director effective December 15, 2003 and Beverly C. Brown hereby accepts employment on the following listed terms and conditions and agrees to perform the duties of the Library Director as listed in Section 7 herein, in accordance with all applicable Mass. General Laws, statutes, town ordinances, bylaws, charters, and written policies of the Board of Library Trustees.
2. **SALARY:** The Library Director shall be paid weekly at the annual salary of \$52,000.00 beginning December 15, 2003, for a full time, 35 hour work week. The Library Trustees further agree that a salary increase will be considered at the end of an initial six-month probationary period. Further salary increases may be granted each fiscal year based upon performance evaluations by the Library Trustees and with approval of Town Meeting.
3. **PROBATIONARY PERIOD:** The first six months of employment shall constitute a probationary period. During this period, performance of duties and responsibilities shall be closely monitored with guidance provided as necessary to address questions, make corrections and clarify responsibilities. During the probationary period employment may be terminated by either party after one month's notice.
4. **VACATION:** The Library Director shall be entitled to 20 days paid vacation per year earned at the rate of 1 and $\frac{2}{3}$ days per month. Vacation will ordinarily be used in the fiscal year except when staffing emergencies warrant carry-over. Vacations are to be scheduled with the Chairperson of the Library Trustees.
5. **LEAVE:** The Library Director shall be entitled to the following paid leave:
 - 5.1 Personal leave: 3 days per fiscal year.
 - 5.2 Sick leave: 1 and $\frac{1}{4}$ days for each month of continuous service. On retirement or death, the employee/beneficiary shall be compensated in cash for any unused sick leave up to a maximum of 120 days.
 - 5.3 Funeral leave: 3 days for immediate family.

5.4	Holidays:	New Year's Day	Labor Day
		Martin Luther King Day	Columbus Day
		President's Day	Veteran's Day
		Patriot's Day	Thanksgiving Day
		Memorial Day	Christmas Day
		Independence Day	

6. FRINGE BENEFITS: The Library Director shall be entitled to all insurance (medical, hospital, life), pension, holidays, and other fringe benefits currently available to comparable Town Personnel not covered by collective bargaining.
7. DUTIES: The Library Director shall recommend policy to the Library Trustees and implement such policies as the Library Trustees approve; set and supervise library procedures; prepare an annual budget; prepare written reports as required by the Library Trustees, state agencies and town government; select and purchase books and other library materials; hire, supervise and evaluate library personnel; plan and supervise improvements to the building and equipment; represent the library at all network, regional and professional library organizations; perform other duties as responsibilities necessitate; organize and report to the Library Trustees at monthly meetings.
8. SELECTION AND FACILITIES USE POLICIES: The Library Trustees have established written policies, hereby made a part of this agreement, on the selection of library materials and on the use of materials and facilities in compliance with the American Library Association's Library Bill of Rights, Freedom to Read statement and other related policies, resolutions, and statements defining the principles set out in the basic documents of intellectual freedom.
9. TERM: The Library Director's term of employment shall be for three (3) years subject to the conditions herein. Annual wage adjustments will reflect the town-wide increases for non-union professional personnel. The Library Director shall remain under the terms of the existing agreement until such time that a successor agreement is signed or the Trustees exercise the terms of Section 11 of this agreement.
10. NOTICE OF TERMINATION: The Library Director may terminate this agreement by submitting written notice to the Library Trustees not less than thirty days prior to the final day the Library Director intends to work.
11. DISMISSAL: During the duration of this agreement and all successor agreements, the Library Director shall have the right to continue in the same job as long as she remains able and willing to perform the duties and obligations set forth in this contract. While this agreement is in force, employment may nevertheless be terminated upon the following procedure to assure due process:
 - 11.1. At least twenty working days before a hearing at which the Library Trustees intend to decide whether the Library Director shall be dismissed, the Library Trustees shall give written notice to the Library Director including the time and place of the hearing, the alleged cause necessitating possible dismissal; and who shall conduct the hearing.
 - 11.2. The Library Director may attend the hearing, with or without counsel to hear and cross-examine all witnesses against the Library Director and to present witnesses in her defense.

- 11.3. The Library Trustees shall hold an open hearing unless the Library Director requests the hearing be closed.
- 11.4. After conducting the hearing, the library Trustees shall prepare a statement of those findings of fact brought out by the hearing, upon which its decision shall be based, and a statement as to what change, if any, must be made for public benefit, and a reasoned statement of the amount of just compensation, if any, to which the Library Director is deemed to be entitled.
- 11.5. Within five working days after the hearing, the Library Director shall be provided a copy of the Library Trustees written statement of its findings and of its decisions based upon the facts found.

12. GENERAL PROVISIONS: All terms of this agreement that may conflict with any constitution or statute in effect in the Commonwealth of Massachusetts or federal laws, are hereby amended to conform to such law. If any paragraph, part of, or rider to this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

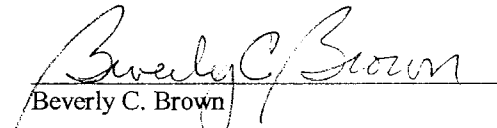
This agreement embodies the entire understanding and agreement between the Library Trustees and the Library Director, and no inducement, promise, term, condition, or obligation is made or entered into by either party if not set forth herein or incorporated herein by reference. The agreement may be amended by a written document signed by the Library Director and the Library Trustees and no other mode of amendment shall be effective.

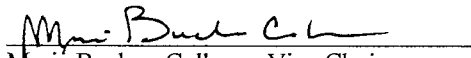
IN WITNESS WHEREOF, both parties have dated, signed and sealed this Agreement and a duplicate thereof.

Library Trustees:


Library Director:

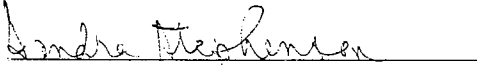

Kathleen Looney, Chair

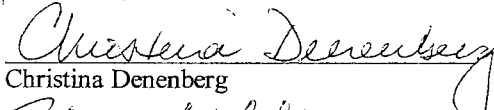

Beverly C. Brown

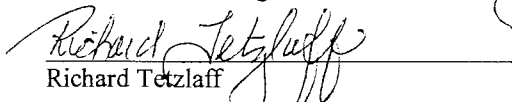

Marie Buchan Colburn, Vice Chair

Date: 12-15-03


James Flanagan, Secretary


Sandra Stephenson, Treasurer


Christina Denenberg


Richard Tetzlaff

Date: 12/15/2003



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20 Belmont Street

Rockland, Massachusetts 02370

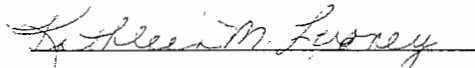
(781) 878-1236

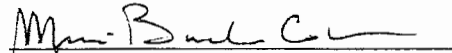
Fax (781) 878-4013


This correspondence is to amend clause 4 in the Library Director's contract effective December 15, 2003. This clause will now read:

- 4. VACATION: The Library Director shall be entitled to 20 days paid vacation per year. Vacation will ordinarily be used in the fiscal year except when staffing emergencies warrant carry-over. Vacations are to be scheduled with the Chairperson of the Library Trustees.

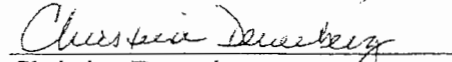
Library Trustees:

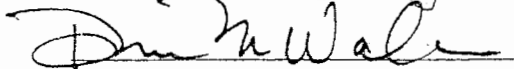

 Kathleen Looney, Chair


 Marie Buchan Colburn, Vice Chair


 James Flanagan, Secretary

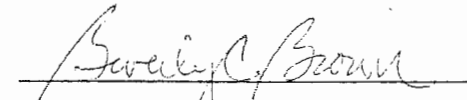

 Richard Tetzlaff, Secretary


 Christina Denenberg


 Denise Wallace

Date: 12-15-2003

Library Director:


 Beverly C. Brown

Date: 12-15-2003