

**TOWN OF ROCKLAND, MASSACHUSETTS  
ROCKLAND MEMORIAL LIBRARY  
BOARD OF LIBRARY TRUSTEES**

**EMPLOYMENT CONTRACT**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of June, 2016, by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Library Trustees, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Beverly C. Brown, of Milton, Massachusetts, hereafter called "Library Director". This Agreement shall supersede all prior employment agreements between the Board of Library Trustees and Beverly C. Brown.

*WITNESSETH:*

1. Employer desires to employ the service of Beverly C. Brown as Library Director of the Town of Rockland, as provided by Article 2.10 of the Rockland Town Charter, a copy of which is attached hereto and marked "Attachment A," *and*
2. It is the desire of the Employer to describe and define the duties, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Library Director; *and*
3. The Library Director represents that she is qualified and capable of performing the duties and responsibilities of said position, which includes holding a Professional Certificate of Librarianship, as set forth in statute and regulation, (M.G.L. Ch.78, §§22-31; 605 CMR 3.01-3.06), in order for the Town of Rockland to receive State Aid to Public Libraries; *and*
4. Library Director desires to accept full time employment as Library Director of said Town and to use her best efforts, skills, abilities and training to carry out her duties and responsibilities.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Duties**

The Employer hereby agrees to employ Beverly C. Brown as Library Director of said Town to perform the functions and related duties of said position as specified in the job description, a copy of which is attached hereto and marked "Attachment B," as agreed upon and signed by both the Board of Library Trustees and the Library Director.

The Library Director shall be under the general supervision of the Board of Library Trustees, and shall be responsible for oversight and direction of all employees in the Library Department, including clerical, custodial, administrative, and professional staff.

The Library Director hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

The Library Director is appointed pursuant to M.G.L., Ch.78, §34, a copy of which is attached hereto and marked "Attachment C," and shall have the statutory authority listed therein.

**Section 2. Term**

The term of this Agreement shall be effective from July 1, 2015, and shall remain in effect through June 30, 2018, unless sooner terminated in accordance with the provisions hereof. The Library Director agrees to remain in the exclusive employ of the Employer during the term of this Agreement.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Library Trustees to terminate the services of the Library Director any time, subject only to the provisions as set forth in Section 4 of this Agreement.

**Section 3. Salary**

Subject to the terms and conditions of this Agreement, and while she is engaged as and performing the duties of the Library Director, the Employer agrees to pay the Library Director for her services rendered pursuant hereto an annual salary as follows:

Effective July 1, 2015, the Library Director's annual salary shall be \$ 72,966.00.  
Effective July 1, 2016, the Library Director's annual salary shall be \$ 75,155.00.  
Effective July 1, 2017, the Library Director's annual salary shall be \$ 77,410.00.

The Library Director recognizes and agrees that she will not be entitled to any salary increases or benefits accorded to other town employees, unless the Employer agrees to same by an amendment to this Agreement. The Library Director is an Exempt Official as defined by the Town of Rockland Personnel By-Law. Any benefits under the Personnel By-Law not specifically granted under this Agreement shall not accrue to the Library Director.

#### **Section 4. Suspension, Termination, Resignation**

- A. Suspension - The Library Director may be suspended for good cause after a hearing.
- B. Termination - The Library Director may be terminated for cause while this agreement is in force. Employment may be terminated upon the following procedure to assure due process:

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. 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. The Library Trustees may elect to schedule the hearing for Executive Session, pursuant to M.G.L. Ch. 30A, §§21-25, however the Library Director shall have the right to request that the meeting be held in open session. After conducting the hearing, the Library Trustees shall issue a decision including findings of fact and disciplinary action up to and including termination, within fourteen (14) days.

- C. Resignation - In the event the Library Director voluntarily resigns her position before expiration of the term of employment provided for herein, then the Library

Director shall give the Board of Library Trustees two months' notice in advance unless the parties otherwise agree. In the event the Library Director voluntarily resigns, she shall not be eligible for severance benefits.

- D. Nothing shall prevent the Board of Library Trustees from initiating the termination process of the Library Director at such time as she is under suspension.

### **Section 5. Goals and Objectives**

The Board of Library Trustees, in conjunction with the Library Director, shall define reasonable goals and performance objectives which they deem necessary for the proper operation of the Library. In February of each year of this Agreement, the Board of Library Trustees shall individually complete the Library Director's Evaluation Form. The Board Chair will meet with the Library Director to discuss the collated results before presentation to the entire board who will then establish objectives for the following fiscal year with the Library Director.

### **Section 6. Hours of Work**

Except as otherwise authorized, the Library Director shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Library Director may have to expend additional time beyond the normal work day, and the Library Director agrees to do same as required.

It is acknowledged that the position is one of an Executive/Learned Professional nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time. However, the Library Director may adjust her schedule taking into account such "extra" time as long as the same does not interfere with the obligations to perform her duties.

Library Director shall not without the approval of the Board spend more than 5 hours per week in teaching, counseling or other non-employer connected occupational

activities. Participation in continuing education shall not be considered an activity subject to this paragraph.

**Section 7. Vacation, Holiday, Sick Leave, Emergency Leave and Bereavement Leave**

- A. The Library Director shall receive 20 (twenty) paid days of vacation, credited on July 1st of each year.
- B. With the approval of the Board of Library Trustees, the Library Director may carry over two weeks (10 paid days) of vacation into the following year. Subject to the terms and conditions of this agreement, upon termination the Library Director shall be paid for all unused vacation leave.

- C. The following shall be paid holidays for the Library Director:

New Year's Day, Martin Luther King, Jr. Day, Presidents Day, ½ day on Good Friday, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday.

In addition, one day chosen by the Library Trustees in lieu of closing the day after Thanksgiving, and the working day before Christmas when that holiday falls on a Tuesday, Wednesday, Thursday, or Friday shall be paid holidays.

The Library Director shall be eligible to take the foregoing days off without loss of pay.

- D. The Library Director shall be entitled to take paid time off for illness. Sick leave shall accrue at 1 and ¼ 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 maximum of 130 days.
- E. The Library Director shall receive three (3) days emergency or personal leave annually on each July 1st. Said emergency or personal leave days are not eligible for buyback upon resignation, death, or termination.

F. In the event of the death of a member of the Library Director's immediate family, she shall be allowed four (4) working days off without loss of pay. "Immediate family" shall include the spouse, child, father, mother, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, grandparent, aunt, uncle, step-parent, step-child, daughter-in-law, son-in-law, niece, and nephew.

**Section 8. Health and Other Insurance**

Library Director (which term in this context under this provision shall include her dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Rockland on the same basis as other Town employees.

**Section 9. Indemnification**

The Town of Rockland shall provide indemnification and legal defense for the Library Director in accordance with M.G.L., Ch. 258. The Library Director will be covered by an insurance policy covering town employees or department heads in an amount of not less than one million dollars. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Library Director, so long as the Town of Rockland would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. The Library Director shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

**Section 10. Bonding**

The Town shall bear the full cost of any fidelity or other bonds required of the Library Director under any law, bylaw or regulation.

**Section 11. Other Terms and Conditions of Employment**

Reimbursement for Expenses - The Library Director shall be reimbursed for mileage for authorized business use of her private automobile at the current IRS standard mileage

rate. The Library Director will also be reimbursed for other authorized expenses incurred in the conduct of Library business.

**Section 12. Notices**

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

1. Board of Library Trustees: Rockland Memorial Library, 20 Belmont Street, Rockland, MA 02370.
2. Library Director: Beverly C. Brown at address on record.

**Section 13. General Provisions**

- A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Library Director.
- C. This Agreement shall become effective commencing July 1, 2015.
- D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Library Director being employed as and performing the services required of the Library Director of the Town.
- E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

**IN WITNESS WHEREOF**, the Town of Rockland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by the Board of Library Trustees, and the Library Director has signed and executed this Agreement, both in triplicate, the day and year first above, written. Any terms of this agreement that may conflict with any constitution or statute in effect in the Commonwealth or federal laws are hereby amended to conform to such law. This agreement may be amended by a written document signed

by the Board of Library Trustees and the Library Director. No other mode of amendment shall be effective.

**BOARD OF LIBRARY TRUSTEES**

Kathleen M. Looney  
Kathleen M. Looney, Chair

Beverly C. Brown  
Beverly C. Brown

Patricia Foley  
Patricia Foley, Vice-Chair

6/15/16  
Date

John R. Ward  
John R. Ward, Treasurer

Janet W. Cann  
Janet W. Cann, Secretary

Cora Leonardi  
Cora Leonardi

Kenneth A. Zbyszewski  
Kenneth A. Zbyszewski

6/15/16  
Date