

## EMPLOYMENT AGREEMENT

This AGREEMENT entered into this \_\_\_\_ day of January 2018 by and between the Board of Trustees (hereinafter "TRUSTEES") of the Barrington Public Library (hereinafter "LIBRARY") and \_\_\_\_\_ (hereinafter "DIRECTOR"), collectively, the "PARTIES."

### **1. TERM**

In consideration of the promises contained herein, the TRUSTEES agree to employ and the DIRECTOR hereby accepts employment as the LIBRARY DIRECTOR for a term of two (2) years beginning no later than March 5, 2018 and ending on March 31, 2020. The term of this Agreement shall not be automatically extended, but may be extended for one (1) or two (2) additional years by the TRUSTEES subject to DIRECTOR'S receipt of positive work performance evaluations. Any such extension shall be effective only upon action by TRUSTEES in open session at a regular public meeting. 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 they decide not to retain the services of DIRECTOR under a successor agreement.

DIRECTOR agrees she will at all times loyally and conscientiously perform all of the duties, services and obligations required of her, both expressly and implicitly, by the terms and conditions of this Agreement, the laws of the State of New Hampshire and the rules, regulations and policies of LIBRARY.

### **2. DUTIES**

**A.** DIRECTOR shall serve as the chief administrative officer and Librarian of the Barrington Public Library. DIRECTOR shall attend all regular meetings of the TRUSTEES, any special or workshop meetings as may be requested by TRUSTEES, and attend any Board of Selectmen/women budget workshop sessions at which DIRECTOR'S presence could be reasonably expected, or at which action is contemplated that would affect the administration and affairs of the Barrington Public Library. DIRECTOR shall cooperate and coordinate LIBRARY services with the Town Administrator and the Selectmen/women, under the direction of TRUSTEES.

**B.** DIRECTOR shall, under the direction and supervision of TRUSTEES:

1. Have the responsibility for the execution of TRUSTEE policies,
2. Represent the interests of the TRUSTEES and LIBRARY in day-to-day contact and interactions with citizens, community and governmental agencies, and maintain a public information program designed to improve public understanding and support of LIBRARY objectives and operations,
3. Keep TRUSTEES informed of significant administrative decisions, personnel issues, LIBRARY related issues and incidents, and other significant events affecting LIBRARY or its facilities, and shall provide a monthly report and any other reports as required by TRUSTEES. DIRECTOR shall immediately notify TRUSTEES of any threat, notice, or service of litigation involving the Library.
4. Perform the following functions: **a.** provide leadership and direction in the management and assignment of LIBRARY employees and volunteers; **b.** manage LIBRARY budget and finances and submit budgetary reports as required by TRUSTEES; **c.** manage business affairs, operations and facilities for the LIBRARY; **d.** administer and enforce policies established by TRUSTEES; **e.** suggest edits to LIBRARY policies, procedures, and staff job descriptions to the TRUSTEES; **f.** promulgate rules and procedures as necessary for administration of LIBRARY; **g.** enter into contracts for and on behalf of LIBRARY for purchase of books, journals, publications, technology, supplies and/or other personal property, subject to prior TRUSTEE approval; **h.** advise TRUSTEES of financing and/or implementation of current or contemplated LIBRARY programs and services; **i.** file an annual report and statistics with the State Librarian, pursuant to laws and procedures; and **j.** perform all duties incident to the office of Library DIRECTOR and such other duties as may be assigned by TRUSTEES from time to time.

**C.** TRUSTEES/DIRECTOR Communications

1. TRUSTEES, individually and collectively, and DIRECTOR agree that they shall work together in a spirit of cooperation and teamwork and they shall provide each other with periodic opportunities to discuss LIBRARY business, issues and new developments.

2. TRUSTEES' primary communications with DIRECTOR shall be through its Chair, but DIRECTOR shall maintain communication and working relationships with each TRUSTEE.

3. TRUSTEES, in their individual or collective discretion, may refer to DIRECTOR, orally or in writing, any and all criticism, complaints, suggestions, communications or comments from the public regarding the LIBRARY for the DIRECTOR to act upon and resolve. DIRECTOR will thereafter report back to TRUSTEES any and all action taken and/or resolution and/or recommendations for action and/or resolution.

4. DIRECTOR shall respect the confidentiality of all TRUSTEE proceedings in nonpublic session and in accordance with New Hampshire law. In addition, DIRECTOR shall maintain appropriate discretion and, when requested, respect the confidential and/or sensitive nature of TRUSTEE discussions in speaking with any members of the community.

### **3. COMPENSATION AND BENEFITS**

**A. Salary.** DIRECTOR shall be paid in accordance to the pay scale adopted by the Board of Trustees. DIRECTOR will be a grade \_\_\_\_\_ and step \_\_\_\_\_, with a starting salary of \$\_\_\_\_\_. DIRECTOR acknowledges and agrees that she is an exempt employee under the Federal Labor Standards Act (FLSA) and shall not be entitled to overtime or compensatory time. Recognizing that DIRECTOR is not a Town Department Head, she shall, nevertheless, be paid at such intervals and otherwise in conformity with the normal payroll practices of the Town as are customary with Department Heads.

DIRECTOR understands and agrees that no salary increases are contemplated or guaranteed during this fiscal year, but any increases to become effective April 1, 2019 would be subject to funding, satisfactory work performance evaluations of DIRECTOR and as the result of negotiations with TRUSTEES.

**B. Benefits.** Except as otherwise specifically provided herein, DIRECTOR is subject to the provisions of the Library Personnel Policy.

1. **Health Insurance.** DIRECTOR shall be entitled to receive health insurance benefits available through the Town of Barrington's benefit plan and will not be required to pay greater than Fifteen (15%) percent of the premiums during the fiscal year 2018.

2. **Holidays, Sick Leave and Vacation.** DIRECTOR shall be entitled to all paid holidays and sick leave provided to other fulltime employees of LIBRARY. DIRECTOR shall accrue ten days of paid vacation per fiscal year and be given twelve sick days. This accrual will increase, per personnel policy, after four years with the LIBRARY.

3. **Other Benefits.** DIRECTOR shall receive benefits and other insurance as described in LIBRARY Personnel Policy and is entitled to utilize the employee-funded deferred compensation benefits programs through the Town of Barrington for employee savings and retirement planning. As a fulltime employee, DIRECTOR shall be automatically enrolled in the New Hampshire Retirement System and shall be required to contribute a fixed percentage of her salary (currently Seven [7] Percent) with contributions deducted from each paycheck. The percentages for employer and employee contributions are set by statute.

**C. Expense Reimbursement.** DIRECTOR shall be reimbursed for reasonable business expenses, including travel, parking, meeting costs and professional dues, made and substantiated in accordance with the policies and procedures established from time to time by the TRUSTEES. All such expenses shall be subject to TRUSTEES' prior approval.

### **4. INTRODUCTORY PERIOD AND ANNUAL PERFORMANCE EVALUATION**

DIRECTOR will be required to successfully complete an introductory period, commencing on the first day of employment. The period will be three (3) months in duration, and may be extended for an additional (3) month period by the TRUSTEES. During this period, DIRECTOR is eligible for the benefits provided in this Agreement.

Upon satisfactory completion of the introductory period a review will be done, unless job performance warrants a probationary period, further reviews, and/or termination pursuant to the Paragraph 8.

TRUSTEES shall review and evaluate the performance of DIRECTOR annually. Said review and evaluation shall be in conformity with the specific goals and objectives that are to be developed cooperatively by the

Parties. TRUSTEES and DIRECTOR agree to establish said goals and objectives annually, on or before February 28th of each year. Goals and objectives may be added to or deleted as TRUSTEES may, from time to time, determine following consultation with DIRECTOR. Goals shall generally be attainable within the specified time limits and within the appropriations provided in the annual operating budget. TRUSTEES reserve the right, at any other time, to undertake a special evaluation of DIRECTOR.

DIRECTOR shall submit, on a semi-annual basis, her activities undertaken in connection with addressing the agreed goals and performance objectives. Upon completion of any performance evaluations, TRUSTEES, through the Chair, shall provide DIRECTOR with a summary written statement of the findings and provide DIRECTOR with an adequate opportunity to discuss the evaluation with the entire Board of TRUSTEES, in open or closed session, as requested by DIRECTOR, as may be appropriate and lawful.

#### **5. SCHEDULE OF WORK**

DIRECTOR's work week 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, DIRECTOR shall attend meetings of the Board of TRUSTEES and the Board of Selectmen/women, as required or necessitated for the proper performance of her duties and responsibilities. DIRECTOR shall notify TRUSTEES in writing whenever she intends not to be on duty in excess of two (2) consecutive days.

#### **6. OUTSIDE ACTIVITIES**

DIRECTOR acknowledges that her primary obligation is her office as Library Director in the Town of Barrington. She agrees to spend her full time during business hours and to use her best efforts on behalf of the Barrington Public Library. DIRECTOR may accept speaking, writing, lecturing, teaching or other engagements of a professional nature, provided they do not interfere with her duties as Barrington Public Library Director.

#### **7. PROFESSIONAL DEVELOPMENT**

DIRECTOR shall be given opportunities to develop her abilities and skills as both an administrator and librarian. Accordingly, DIRECTOR shall be allowed to attend, without loss of vacation or other leave, any courses, seminars, trainings and meetings relative to her role that are approved in advance by TRUSTEES and in accordance with the written Professional Development policy. TRUSTEES may, at their discretion, pay for the cost of such programs. If TRUSTEES require that DIRECTOR attend any such courses or meetings, TRUSTEES shall pay the cost of the programs and for travel and related expenses. If TRUSTEES require DIRECTOR acquire any new or additional license or certification, TRUSTEES will pay the cost of any associated classes, training, books and test or license fees, as well as reasonable associated travel and other expenses, if any.

#### **8. TERMINATION**

Nothing in this Agreement shall be construed to affect the appointment or removal powers of TRUSTEES over its DIRECTOR, nor does this Agreement in any way guarantee future employment beyond the terms or grant "tenure" to DIRECTOR.

**A. Expiration.** The Parties hereby stipulate and agree this Paragraph constitutes written notice that this Agreement shall terminate upon expiration of the term set forth herein, absent written extension of the Agreement.

**B. Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of TRUSTEES and DIRECTOR. DIRECTOR shall be entitled to salary and benefits earned prior to the effective date of termination and shall not be entitled to further compensation and benefits after the date of termination.

**C. Seeking Other Employment and Resignation.** In the event DIRECTOR seeks other employment and is interviewed by another employer, DIRECTOR shall notify TRUSTEES immediately. In such event, DIRECTOR may resign at any time upon giving forty-five (45) days written notice. This Agreement shall terminate on the date the resignation is deemed effective by TRUSTEES.

**D. With Cause.** Trustees may terminate the services of DIRECTOR for good cause; this may include, but is not limited to, fraud, embezzlement, theft, willful misconduct damaging to LIBRARY, its staff or its patrons, intentional violation of any law, regulation or policy and/or continued failure to perform the duties established

by TRUSTEES or terms of this Agreement. TRUSTEES shall provide DIRECTOR with written notice of its intent to terminate her services and the reasons thereof. Within five (5) days following delivery of such notice, DIRECTOR may request a hearing, in open or closed session, at which DIRECTOR shall be entitled to be heard. Termination of DIRECTOR shall terminate this Agreement.

E. Nonappropriation Clause. The TRUSTEES will provide for funding of the LIBRARY's obligations under this Agreement in the LIBRARY'S proposed annual budgets during the term of this Agreement. Notwithstanding the "Term" or "Termination" provisions herein, in the event no funds or insufficient funds are appropriated, the TRUSTEES may elect to terminate the Agreement by providing written notice of the termination due to non-appropriation and the date such termination is to be effective. In the event of such termination, regardless of any other provision herein, DIRECTOR shall be entitled to payment of \_\_\_\_\_ ( ) months' salary.

**9. SELECTION AND FACILITIES USE POLICIES**

TRUSTEES have established written policies, which are hereby made a part of this Agreement, on selection of LIBRARY materials and on use of facilities and materials 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. DIRECTOR may not be terminated or disciplined for acting in good faith on said policy.

**10. GENERAL PROVISIONS**

A. This Agreement contains and constitutes the entire agreement between the Parties and may be modified only upon written mutual consent of TRUSTEES and DIRECTOR. The terms of this Agreement are contractual and not a mere recital.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the representative Parties.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable and shall remain in full force and effect.

D. For purposes of the Fair Labor Standards Act, the DIRECTOR shall be deemed an exempt employee.

E. This Agreement is subject to all applicable laws of the State of New Hampshire, and the rules, regulations and policies of the TRUSTEES, all of which are made a part of the terms and conditions of this Agreement as though fully set forth herein. Any dispute arising out of or under this Agreement shall be brought in courts of competent jurisdiction within the State of New Hampshire.

F. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving breach.

G. 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 DIRECTOR concerning the terms, enforceability or implications of this Agreement other than are as reflected in the Agreement.

**IN WITNESS WHEREOF**, the Parties caused this Agreement to be executed on the date indicated below.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board President, as authorized by vote of Barrington Public Library Board of Trustees on [month/day/year]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director

Dated: \_\_\_\_\_