

**TOWN OF BOXBOROUGH  
LIBRARY DIRECTOR CONTRACT**

Agreement made this (effective date), by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN") and the town's Board of Library Trustees and Maureen Strapko (hereinafter "Strapko"). References to "employees of the Town" exclude those employed by the School Committee.

Whereas, the Board of Library Trustees wishes to secure the services of Strapko in the administration of the Library; and

Whereas, Strapko is willing to perform the duties of the position of Library Director according to the terms and conditions shall govern the salary and benefits payable under this contract to which Strapko shall be entitled as Library Director.

**TERM** – This contract shall commence on December 31, 2012 and end on June 30, 2016.

Unless either party provides written notice to the other of its intention to renegotiate and/or to not renew this contract no less than six (6) months prior to the end of this contract, it shall automatically be extended, on the then applicable terms and conditions, for one additional year.

**COMPENSATION** – Strapko shall receive a salary at the start of the term of this agreement at the annual rate of seventy two thousand eight hundred ninety four dollars (\$ 72,894) during the fiscal year 2013. Starting July 1, 2013, Strapko's salary will be increased to seventy four thousand three hundred fifty two dollars (\$ 74,352) during the fiscal year 2014. Strapko may receive salary increases, based upon a performance review, in subsequent fiscal years.

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for Strapko, except to the extent that such reduction is evenly applied across-the-board for all employees of the TOWN.

**KEY RESPONSIBILITIES** – Key responsibilities are set forth in the Library Director job description that may be amended, as necessary, by the Board of Library Trustees. The Library Director shall perform the duties specified in her job description and such other duties as the Board of Library Trustees shall from time to time legally assign to the Library Director.

**HOURS OF WORK** – Strapko agrees to devote 40 hours per week, or more as needed, to faithfully perform the duties of Library Director under this contract. Strapko will devote full time attention to the business of the TOWN and will not engage in any other business during office hours, except with the approval of the Board of Library Trustees. A time card must be submitted only for weeks in which paid leave is taken.

**INDEMNIFICATION** – The TOWN agrees to defend, save harmless and indemnify Strapko against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of her duties as Library Director for the Town of Boxborough, even if said claim has been made following her termination from employment, provided that the Library Director acted within the scope of her duties. The TOWN may compromise and settle any such claim or suit and will pay the amount of any

settlement or litigation costs, incidental expenses, and judgments rendered thereon without recourse to Strapko.

This section shall survive the termination of the agreement.

**INSURANCE** – Strapko shall be eligible for all health and life and long-term disability insurance benefits for which other non-union, general government employees are eligible. The TOWN agrees to contribute toward the cost of such insurance programs at an amount or percentage not less than the highest applicable amount or percentage available to other employees of the TOWN.

**VACATION, SICK & OTHER LEAVE** – Strapko shall be entitled to five weeks vacation annually. Vacation shall accrue at the rate of 2.4 days of vacation per 5 weeks worked beginning July 1. No more than two hundred (200) hours of vacation leave may be carried forward into a new fiscal year. Payment for accrued vacation leave will be made upon termination, resignation, disability or death.

In addition Strapko shall receive sick leave and any other leave granted by the TOWN in amounts not less than the highest amount available to other employees of the TOWN. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with TOWN policies, and be credited to Strapko if this Agreement is extended.

**PROFESSIONAL DEVELOPMENT** – The TOWN and the Board of Library Trustees shall pay reasonable amounts for dues and attendance at professional development meetings as approved annually by the Board of Library Trustees. Travel outside of New England must be approved in advance for each occurrence. Mileage will be paid at the current IRS rate when it is necessary for the Library Director to travel to other locations.

**DISCIPLINE OR DISCHARGE** – During the term of this Contract, Board of Library Trustees may discipline or discharge Strapko only for just cause upon the majority vote of the duly elected Board of Trustees. Strapko shall have the right to a pre-disciplinary or pre-discharge hearing and she shall be entitled to receive written notice of the charges against her at least 14 calendar days prior to the hearing. Strapko shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principles of progressive discipline will apply, and the Board of Library Trustees recognizes its obligation to provide Strapko with periodic performance evaluations at least once per year.

For the purpose of discipline or discharge, the definition of just cause includes, but is not limited to, the following:

- a) Malfeasance – defined as wrongdoing or misconduct by a public official or the commission of an act that is positively unlawful.
- b) Misfeasance – defined as the doing of a lawful act in an unlawful or improper manner so that there is an infringement on the rights of others.
- c) Nonfeasance – defined as the failure to do what duty requires to be done.

**SEVERANCE** – In the event the Board of Library Trustees wishes to terminate the agreement prior to the end of the term, for other than just cause, the TOWN shall pay Strapko a lump sum equal to her base salary and benefits for a twelve (12) month period following termination or for the remaining term of the Contract, whichever is less.

**MODIFICATION** – No change or modification to this Contract shall be valid unless it shall be in writing and signed by both the parties.

**NOTICES** – Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addresses as follows:

TOWN: Chairperson of the Board of Trustees  
427 Massachusetts Avenue  
Boxborough, MA 01719

Library Director: Maureen Strapko  

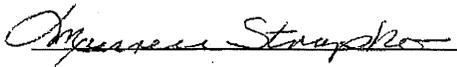

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service, or the U.S. postmark on written notice.

**LAW GOVERNING** – This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

**SEVERABILITY OF PROVISIONS** – If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the Contract shall not be affected thereby.

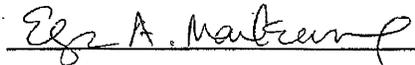
**GENERAL PROVISIONS** – The Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Library Director.

IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.

  
Maureen Strapko

Date: 12/17/12

Attest to Signature:

  
Elizabeth A. Markewicz

Town Clerk

Date: 12/17/2012

Approved as to Legal Form by:

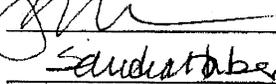
Town Counsel

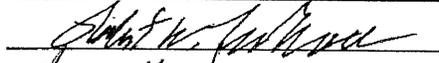
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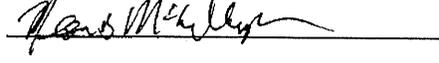
  
Mary J. Bolin

Board of Trustees

  
Michael R. D.

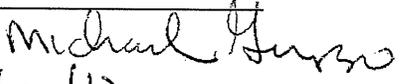
  
Sandra Taber

  
John W. Johnson

  
James M. Kelly

Certified that there is appropriation in

Account 610-5100-5112 to fund this Contract.

Town Accountant 

Date: 12/17/12