

**TOWN OF BOXBOROUGH
LIBRARY DIRECTOR CONTRACT**

Agreement made this 12 day of March 2019, by and between the Town of Boxborough, Massachusetts (hereinafter "TOWN"), acting by and through its Board of Library Trustees, and Peishan Bartley (hereinafter "BARTLEY"). References to "employees of the Town" exclude those employed by the School Committee and union employees.

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

Whereas, BARTLEY is willing to perform the duties of the position of Library Director according to the terms and conditions of this contract;

Now, therefore, the Board of Trustees and BARTLEY hereby agree that the following terms and conditions shall govern the employment of BARTLEY and the salary and benefits to which BARTLEY shall be entitled as Library Director.

TERM – This contract shall be for a period of three (3) years and will commence on July 1, 2019 and end on July 1, 2022.

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 (1) additional year.

APPROPRIATION – The terms of this agreement shall be subject to annual appropriation by Town Meeting.

COMPENSATION – BARTLEY shall receive a salary at the start of the term of this agreement at the annual rate of seventy-two thousand and eight hundred dollars (\$72,800) during the fiscal year 2020. Any salary increases that are to be subsequently granted to BARTLEY shall be contingent upon a performance review of at least Proficient, as outlined in the Department Head Performance form.

In addition, the TOWN agrees that it shall not at any time during this contract reduce the salary, compensation, or other benefits for BARTLEY, 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 – BARTLEY agrees to devote 40 hours per week, or more as needed, to faithfully perform the duties of Library Director under this contract. BARTLEY 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. Accordingly, BARTLEY will be allowed to take reasonable amounts of time off as she shall deem appropriate during said normal office hours.

INDEMNIFICATION – The TOWN agrees to defend, save harmless and indemnify BARTLEY 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 BARTLEY.

This section shall survive the termination of the agreement.

INSURANCE – BARTLEY shall be eligible for a health insurance policy, similar to other Town employees. The Town shall pay the same percent of premiums as it does for other Town employees, and BARTLEY shall pay the remaining percentage.

The Town shall provide a supplemental life insurance policy of \$10,000 for BARTLEY, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees (50%) and BARTLEY shall pay the remaining percentage.

The Town shall provide a long-term disability insurance policy for BARTLEY, similar to other Town employees. The Town shall pay the same percent of the premiums as it does for other Town employees (50%) and BARTLEY shall pay the remaining percentage.

VACATION, SICK & OTHER LEAVE – For fiscal year 2019, BARTLEY shall be entitled to accrue up to twelve (12) days of vacation; vacation shall accrue at the rate of 8 hours of vacation per month worked beginning July 1. For fiscal years 2020 and 2021, BARTLEY shall be entitled to accrue up to seventeen (17) days of vacation at an accrual rate of 11.33 hours per month. Up to two hundred (200) hours of vacation leave may be carried forward into a new fiscal year without prior approval of the Board of Trustees. Payment for accrued vacation leave will be made upon termination, resignation, disability or death. For purposes of this provision, one (1) vacation day shall be defined as eight (8) hours.

In addition, BARTLEY shall accrue one (1) sick day per every five (5) weeks of employment. Unused sick leave remaining at the expiration of this Agreement shall carry over, in accordance with TOWN policies, and be credited to BARTLEY if this Agreement is extended.

BARTLEY shall receive three (3) personal leave days each fiscal year.

BARTLEY shall receive bereavement leave, jury duty leave, military leave, court appearance leave, FMLA and Small Necessities leave under the same allowances provided for other Town employees in the Town Personnel Plan.

All other general provisions of the Town's personnel plan relating to fringe benefits shall also apply to the Library Director as they apply to other employees of the Town, except as otherwise provided in this agreement.

PROFESSIONAL DEVELOPMENT – The TOWN and the Board of Library Trustees shall pay reasonable amounts for BARTLEY'S 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 in connection with Town business.

DISCIPLINE OR DISCHARGE – Except as otherwise set forth in the “Severance” section below, during the term of this Contract the Board of Library Trustees may discipline or discharge BARTLEY only for just cause upon the majority vote of the duly elected Board of Trustees. BARTLEY 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 fourteen (14) calendar days prior to the hearing. BARTLEY 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. BARTLEY, at her own expense, shall have the right to be represented by counsel or a representative of her choosing. The principles of progressive discipline will apply, and the Board of Library Trustees recognizes its obligation to provide BARTLEY 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 this agreement prior to the end of its term for other than just cause, the TOWN shall pay BARTLEY a lump sum equal to her base salary and benefits for a six (6) 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: Peishan Bartley


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.

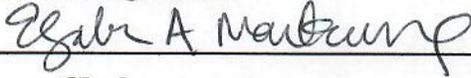
IN WITNESS WHEREON, the parties hereunto have set their hands and seals to the instrument the date and year first above written, and have executed this Agreement in duplicate.



Peishan Bartley

Date: 3/13/19

Attest to Signature:



Town Clerk

Date: March 13, 2019

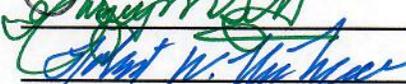
Approved as to Legal Form by:

Town Counsel

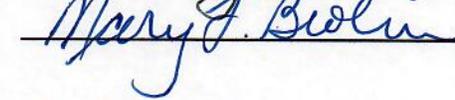
Date: _____

Board of Trustees









Certified that there is appropriation in

Account 001-610-5112-0000 to fund this Contract.



Town Accountant

Date: 5/15/19