

**EMPLOYMENT AGREEMENT
BETWEEN THE TOWN OF EAST BRIDGEWATER
AND
THE BOARD OF LIBRARY TRUSTEES OF
THE EAST BRIDGEWATER PUBLIC LIBRARY
AND
JESSICA HENDERSON, DIRECTOR OF LIBRARY SERVICES**

This Agreement (the "Agreement") is entered into as of October 11, 2023 between the Town of East Bridgewater, Massachusetts and the Board of Library Trustees of the East Bridgewater Public Library (hereinafter known collectively as the "Town" or "Employer") and Jessica Henderson, ("Library Director") in accordance with the provisions of General Laws, c. 78, § 34.

WITNESSETH:

WHEREAS the Board of Library Trustees desires to employ the services of Jessica Henderson as the Library Director of the Town of East Bridgewater;

WHEREAS the Board under General Laws, c. 78, § 34 may contract with the Library Director for such services;

WHEREAS it is the desire of the Board to contract for the salary and benefits of said Library Director;

WHEREAS it is the desire of the Board to retain the services of the Library Director, and to provide an inducement for her to remain in such employment; and

WHEREAS Jessica Henderson agrees to accept continued employment as Library Director of said Town.

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

Section I: Functions and Duties of the Library Director.

The Town hereby offers employment to Jessica Henderson as Library Director of said Town, and the Library Director accepts said offer of employment. The Director shall be responsible for the management and operation of the Library in accordance with policies established by the Board of Library Trustees. Duties shall be as specified in the job description of Library Director, which shall be considered a part of this contract. A copy of the job description is attached to this contract. Those duties shall include, but not be limited to:

1. Supervision of the daily operation of the East Bridgewater Library Department.

2. Supervise all department personnel.
3. Prepare the Library Department budgets and submit proposals for budgets to the Board of Library Trustees and the Finance Committee.
4. Give reports to the Board of Library Trustees either orally or in writing when requested or required in order to ensure the proper communication between the Board of Library Trustees and the Library Department.
5. Be responsible for all departmental expenditures, disbursements, and collected funds in accordance with the laws and statutes of the Commonwealth of Massachusetts and the by-laws of the Town of East Bridgewater.
6. Oversee and be responsible for the carrying out of all training programs for departmental personnel and community-related programs.
7. Be available for hearings before any board of the Town of East Bridgewater at which the Library Department is required to appear and before town meetings when necessary. Either the Library Director or her designee, where applicable, shall represent the Library Department in departmental matters.

Section II. Term.

This Agreement shall become effective October 11, 2023 and shall be in full force and effect until June 30, 2026. The Agreement shall be for a term until the close of FY2026, subject to **Section III**, and shall be binding on the Town in each year of its duration.

Section III. Separation/Non-Renewal.

During the term of this Agreement, the parties agree that the Library Director may not be disciplined, suspended, or removed from her position except for cause after a hearing.

The Town may terminate the service of the Library Director at any time for cause. "cause" under this Agreement shall be defined as a failure to meet performance goals as described below or serious misconduct in violation of any law or Town policy, whether such misconduct occurs on or off duty.

The Town may terminate the Library Director for failure to meet performance standards before the expiration of the term of employment. To determine if the Library Director is meeting said performance standards, the Board of Library Trustees, or the Town Administrator, if directed by the Board, may perform a performance evaluation. The Town and the Library Director shall agree in advance on the performance evaluation instrument to be used. In the event of termination for unacceptable performance, the Town agrees to pay the Library Director a lump sum cash payment of

four (4) weeks' severance pay. Additionally, upon such termination, the Library Director shall be paid a lump sum cash payment in lieu of all accumulated vacation leave.

In the event the Library Director voluntarily resigns her position with Town before the expiration of the term of employment provided for herein then she shall give the Town 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.

- a. The Board of Library Trustees will provide written notification as provided herein to the Library Director, one hundred and twenty (120) days before the end of the contract period if the Board of Library Trustees does not intend to renew this agreement with the terms, conditions, compensation, and benefits, equal to or exceeding this agreement.
- b. The Board of Library Trustees and Library Director, if mutually agreed, shall enter into negotiations for the terms of a new contract six (6) months prior to the expiration of this contract.

Section IV. 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 Town agrees to pay the Library Director for her services rendered pursuant hereto an annual salary, as shown below:

- Effective October 11, 2023 through June 30, 2024 – Prorated Annual Salary - \$58,917.34 (*This represents an annual salary of \$81,600 prorated to reflect the adjustment to the town's fiscal year.*)
- Effective July 1, 2024 through June 30, 2025 – Annual Salary - \$82,232.00
- Effective July 1, 2025 through June 30, 2026 – Annual Salary \$84,896.64

The amounts above shall be subject to applicable withholdings and deductions, and payable in the same installments and manner as other Town employees.

If the Library Director continues in office after the expiration of this Agreement, by a vote of the Board of Library Trustees, and there is no successor agreement, she shall continue to receive the latest salary under this Section until her salary shall be otherwise provided for by the Town. (This Subsection shall survive the termination of this Agreement.)

Section V. Hours of Work.

The Library Director agrees to devote the amount of time and energy which she determines is reasonably necessary for the Library Director to faithfully perform the duties of the Library Director under and within this contract. It is understood and

agreed that in order to perform the job required properly, the Director may have to expend additional time beyond the normal workday, and the Director agrees to do the same as required. It is acknowledged that the position is one of an Executive/Administrative 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. No "compensatory" time may be accrued. (Participation as a student in continuing education shall not be considered an activity subject to this paragraph.)

Section VI. Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, and Disability

- a. The 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 benefit plans are offered by or through the Town of East Bridgewater and the pension benefit plan through the Plymouth County Retirement Board on the same basis as other Town employees.
- b. The Library Director shall be granted fifteen (15) days of paid vacation leave on October 11, 2023 and twenty (20) days of paid vacation leave on July 1, 2024 and July 1, 2025. Said vacation leave shall not carry over from contract to contract. The Library Director, with the approval of the Trustees, shall be allowed to carry over five (5) unused vacation days from fiscal year to fiscal year.
 - i. Upon the retirement or death, the Library Director or her estate, in addition to all other benefits owed in accordance with this agreement, shall be entitled to be paid for all accrued vacation leave, said monies calculated as of the day of retirement or death.
 - ii. Prior to taking any vacation leave in which the Library Director shall be unable to respond to her duties, the Library Director shall advise the Board of Trustees and the Town Administrator of the name of the librarian-in-charge of the Library Department for the period of the vacation leave.
- c. The Library Director shall accrue one and one quarter (1.25) sick days per month to a maximum of sixty (60) sick days. Said sick leave shall be carried over from contract to contract and from fiscal year to fiscal year. Unused sick time shall not be paid out upon separation.

- d. The Library Director shall receive one day off with pay for the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Eve
Christmas Day

Since the Library is open on a Saturday, Saturday holidays are taken on the Saturday. Closing on the Friday of a holiday will affect the number of hours the Library is open (which ties into state aid). Occasionally, the Board will vote to close the Library on Friday and Saturday.

- e. In the event of the death of a spouse, child, mother, father, sister or brother, the Library Director will be granted five (5) days of leave without loss of pay. In the event of the death of a mother-in-law, father-in-law, grandparent, or grandchild, the Library Director will be granted three (3) days of leave without loss of pay. In the event of the death of an aunt, uncle, brother-in-law, sister-in-law, niece, or nephew, the Library Director shall be granted one (1) day off without loss of compensation if the funeral is on the Director's regular workday.
- f. The Library Director shall be granted three (3) personal days on October 11, 2023; on July 1, 2024; and on July 1, 2025. Said personal days shall not carry over from contract to contract or from fiscal year to fiscal year. Unused personal time shall not be paid out upon separation.

Section VII. Professional Development/Expenses.

- A. Time with pay shall be given to the Library Director to allow participation in appropriate library-related meetings, conferences, association memberships, and programs or any other organizational participation or training as the Board of Library Trustees shall approve. Funds will be budgeted each year to cover the Director's expenses in attending such events. It is understood that the funds available may not cover the full cost of attending a given program, and that, in some cases, no funds may be available.
- B. The Director shall also be reimbursed at the IRS approved rate per mile for the use of her personal automobile on library-related business.

Section VIII. Other/Miscellaneous:

- 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 prevail over any conflicting personnel provisions of the Town Bylaws.
- C. The Parties agree that the "Selection of Library Materials Policy" and the "Community Room Use Policy", copies of which are attached as Addenda A and B, shall be incorporated into this Agreement by reference and shall be adhered to by the Parties.

Section IX. Notices.

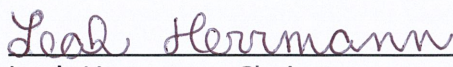
Notices pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section X. General Provisions.

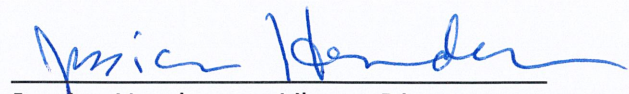
- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Library Director and the Board of Library Trustees agree that this agreement supersedes the Town's Personnel Bylaw. As such, the Director shall not accrue any benefit other than that which is delineated in this contract.
- C. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or part or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the Library Director shall be an "exempt employee."

IN WITNESS WHEREOF, The Town of East Bridgewater, Massachusetts, has caused this Agreement to be signed and executed on its behalf by its Board of Library Trustees and duly attested by its Town Clerk, and the Library Director has signed and executed this Agreement, both in duplicate.

TOWN OF EAST BRIDGEWATER
Acting by and through its Board of Library Trustees


Leah Herrmann, Chair

LIBRARY DIRECTOR


Jessica Henderson, Library Director

Date: 10/30/23

Anne Marek

Anne Marek, Vice Chair

Jennifer Loneragan

Jennifer Loneragan, Secretary

JoAnn Landry

JoAnn Landry, Member

Kelsey Holbrook

Kelsey Holbrook, Member

Victoria Panora

Victoria Panora, Friends Liaison

Date: 10/27/23

Date: 10/27/23

Date: 10/28/23

Date: 10/28/23

Date: 10/28/23

Date: 10/28/23

and Board of Selectmen

Peter Spagone, Jr.

Peter Spagone, Jr., Chair

Carole Julius

Carole Julius, Vice Chair

David Sheedy

David Sheedy, Clerk


Date: 10/30/23

Attest to Signature:

Kathleen Cavanaugh

Kathleen Cavanaugh, Town Clerk

Approved as to Legal Form



Town Counsel

Date: 10/31/23