

TOWN OF STOW
EMPLOYMENT AGREEMENT WITH LIBRARY DIRECTOR

Agreement made this 5th day of March 2024, between the Randall Library Board of Trustees, ("Board") and Tina McAndrew ("Library Director").

In consideration of the mutual promises and the covenants set forth herein, the Board and the Library Director hereby agree to the following terms and conditions as a contract of employment:

1. Authority, Powers and Duties

The Director shall be responsible for the management and operation of the Library in accordance with policies established by the Board of Trustees. Duties shall be as specified in the job description of Library Director, which shall be considered a part of this contract.

This position is directly accountable to the Board which shall provide direction as necessary and shall conduct an annual performance evaluation in accordance with Section 6.

2. Term

a. The term of this Agreement shall be commencing on January 1, 2024, and ending on June 30, 2027.

b. This contract shall be subject to renewal upon mutual agreement by both parties.

c. The Board and the Library Director shall notify each other in writing of their intent to renew this Agreement no later than six months prior to the end date of this Agreement, December 31, 2026. Provided that each party has notified the other of their desire to negotiate a successor Agreement, both parties will endeavor to reach an agreement on a successor Agreement no less than three months prior to the end of this Agreement, June 30, 2027.

In the event either party desires not to renew this Agreement, such party shall provide the other with a notice of such intention at least one hundred and twenty (120) working days prior to the expiration of this Agreement. In the event that the Board so elects not to renew this Agreement, the Library Director shall be paid severance pay for either the period which the Library Director remains unemployed as a Library Director or three months, whichever is less, provided, however, that in the event this Agreement is not renewed due to gross misconduct by the Library Director, the Town shall have no obligation to pay the severance sum provided for in this paragraph. This provision shall remain in force and effect beyond the termination of this Agreement. If the Library Director elects not to renew this Agreement, no severance pay will be owed (except unused vacation pay up to the maximum allowed at any one time). In either event, the Library Director also agrees to provide customary and usual technical assistance to the successor Library Director for a reasonable period of time.

d. The Library Director may, at her option, and by a minimum of thirty (30) days written notice to the Board, unilaterally terminate this agreement. The Board may, at its discretion, shorten or waive such requirement. In this event, the Library Director will provide the customary and usual technical assistance to the successor referenced in the preceding paragraph. Also in this event, no severance pay

will be owed (except unused vacation pay up to the maximum allowed at any one time).

3. Compensation

a. The Library Director shall receive an annual salary subject to town meeting appropriation, payable in equal installments and on such dates as customary for all salaried employees of Stow, subject to all withholding of taxes and other deductions as required by law or agreed to by the Library Director. The annual salary for Fiscal Year 2025 will be \$99,226. Salary increases granted after this period shall be as provided for by the Town of Stow's personnel classification and pay plan.

b. Except as herein provided, the Library Director shall receive all benefits provided for other salaried employees of Stow including, but not necessarily limited to, health benefits, life insurance, vacation, holidays, sick days, bereavement leave, retirement and other fringe benefits as are provided for by the Personnel Administration Bylaw of the Town of Stow.

c. From January 1, 2024, to June 30, 2024, the Library Director shall receive one additional week of vacation time to align her with the fiscal year. Beginning on July 1, 2024, the Library Director shall be entitled to twenty-three (23) days of vacation annually (inclusive of personal time), said days, when taken, shall be deducted from any vacation days that the Library Director may otherwise accrue in accordance with the Personnel Administration Bylaw.

Any unused vacation time remaining at the end of the fiscal year may be accrued into the next year but must be taken before the end of the year.

d. The Board recognizes and encourages the Director to join professional organizations that are typically affiliated with municipal government. The Board agrees to budget and pay for professional dues and subscriptions of the Director for such organizations.

The Board shall reimburse the Director for all reasonable and proper expenses incurred while attending approved conferences. The Board also agrees that the Director will be allowed to attend courses, institutes, and seminars that are necessary for her professional development and she will be reimbursed for any reasonable and proper expenses incurred while attending such events, subject to appropriation.

The maximum amount of money that the Town will pay per year for the total expenses associated with professional development for the Library Director shall be two thousand, five hundred dollars (\$2,500).

e. The Director shall be reimbursed at the current IRS mileage rate for use of her personal vehicle on library-related business.

f. For purposes related to the Fair Labor Standards Act, the Library Director shall be defined as an "exempt employee".

4. Work Schedule

- a. The Library Director's work week will be a 37.5-hour week, not including evening meetings (including but not limited to Library Trustee Board meetings).
- b. It is recognized that the Director must devote a great deal of time outside normal office hours to conduct the business of the Town. The Director, therefore, shall be allowed to take time off and alter her schedule during said normal office hours, and at such times that will least adversely impact Department operations. Unused flex time will be lost and no payout will be allowed.

5. Termination, Removal or Suspension

a. The Library Director shall be subject to the termination of employment at any time during the term of this Agreement for just cause and in accordance with the provisions of the Open Meeting Law.

b. Unless and until this Agreement or any extension or renewal thereof is so terminated, or terminated by the Library Director as set-forth above, the Library Director shall continue to serve for terms of three years at the pleasure of the Library.

6. Performance Reviews

Performance of duties and responsibilities shall be reviewed each year during the month of January by the Board of Library Trustees in an open meeting, and in accordance with the Open Meeting Law. Performance shall be evaluated on the basis of fulfilling duties and responsibilities contained in the Director's job description, contribution to achievement of overall goals of the Library, and progress in meeting specific performance goals previously established for the review period. A copy of the summarized review shall be filed in the Director's personnel file with the Town of Stow.

In the event that potentially serious performance problems are identified during the year, additional meetings may be scheduled in accordance with Open Meeting Law. If these prove unsuccessful and the problem(s) continue, the Library Trustees may revise the performance review form in effect for the period by developing new performance goals designed to address the problem(s).

7. General Provisions

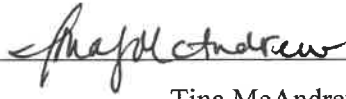
a. This Agreement shall constitute the entire agreement between the Stow Library Trustees and the Library Director and shall only be amended, changed or modified in writing and executed by both parties.

b. All monetary provisions of this Agreement are subject to appropriation by Town Meeting.

c. The Library Director shall follow all Town policies and procedures adopted by the Select Board.

Executed on the date first written above.

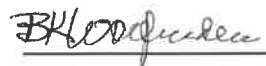
Library Director:

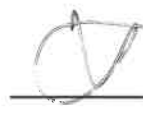


Tina McAndrew

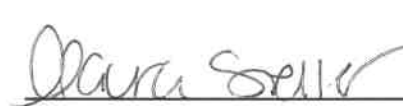
Employer: TOWN OF STOW, Acting by and through its Board of Library Trustees

 3/5/2024

 3.5.24

 3/5/2024

Maureen B. Bunch 3/5/2024

 3/5/24

Sung R. Kim 3/5/24