

**Employment Contract between the Randall Library Board of Trustees  
and the Library Director**

Agreement made this 31<sup>st</sup> day of December 2020 between the Randall Library Board of Trustees ("Board of Trustees") and **Tina McAndrew** ("Library Director")

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

1. **TERM.** The term of this contract shall be commencing on January 1, 2021 and ending on December 31, 2024. Upon mutual agreement by both parties, the contract may be renewed for subsequent three (3) year periods. *typo per Laura Rivier on 1/11/2021*
2. **RESPONSIBILITIES.** 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. A copy of the job description is attached to this contract.
3. **ACCOUNTABILITY.** This position is directly accountable to the Board which shall provide direction as necessary and shall conduct an annual performance evaluation. The Library's performance appraisal form shall be used for this evaluation process.
4. **TENURE.** Appointment to this position shall remain in effect for the duration of this contract, provided that the Library Director is able to perform the duties and responsibilities contained in the attached job description (which may be revised from time to time in response to changing Library needs and conditions) and in this agreement, and providing that annual performance reviews are satisfactory.

In the event that the Library Director wishes to terminate employment a 30 day written notice shall be given to the Board of Trustees.

In the event that the Board of Trustees wishes to consider termination of employment, during the term of the contract, the following procedures shall be followed:

- 4.1 The Board shall schedule a hearing, in accordance with the requirements of the Open Meeting Law, to be conducted by its Chairperson.
- 4.2 At least 20 working days before the hearing date, the Board shall give written notice of the hearing to the Library Director. The notice shall include the time and place of the hearing, the person who will conduct it, and the reasons for which termination of employment is being considered.
- 4.3 After conducting the hearing, the Board shall prepare a written statement of its decision and of facts presented at the hearing upon which this decision is based.



4.4 Within five working days after the hearing, the Library Director shall be provided with a copy of the Board's written statement.

4.5 If the Board's decision calls for termination of employment, termination shall not take effect in fewer than 40 working days from the hearing date.

5. **MATERIALS AND FACILITIES USE POLICIES.** The Board has adopted a written policy, which is hereby made a part of this contract, on selection of library materials and on use of materials and facilities. This policy is in accord with intellectual freedom standards adopted by the American Library Association.

6. **HOURS OF WORK.** The normal workweek for the Library Director shall consist of 37.5 hours.

It is recognized that performance of duties will sometimes require hours different from, and/or in addition to, the normal work schedule. Whenever additional time is earned in this way, the library director will be allowed to take compensatory time off as she deems appropriate during normal work hours within that fiscal year. Compensatory time bears no cash value and will not be credited at end of employment.

7. **SALARY.** Salary for this position shall be \$71,522.40 per year for FY2021. Salary increases granted after this period shall be as provided for by the Town of Stow's personnel classification and pay plan.

8. **PERFORMANCE REVIEW.** 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. The Library's performance review form shall be used for the review and a copy shall be filed in the Director's personnel file with the Town of Stow.

In addition to the annual review, the Board shall meet with the library director in open meeting approximately six months after the start of the review period to discuss performance and address issues and questions which may have developed since the last performance review meeting. This meeting is not a formal performance review, and will not lead to completion of the performance review form. The purpose of this interim meeting is to ensure that both parties are in close communication so that misunderstandings do not develop and problems are addressed before they become serious.

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 may revise the performance review form in effect for the period by developing new performance goals designed to address the problem(s).

9. **VACATION.** The Director shall receive an annual paid vacation of 15 days vacation and 3 personal days per year, for a total of 18 days off per year. Any unused vacation time remaining at the



end of the calendar year may be accrued into the next year, but must be taken before the end of the year.

10. **RETIREMENT.** The Director shall be afforded the same Retirement benefits as provided for all employees, in accordance with the Personnel By-Laws of the Town of Stow
11. **INSURANCE.** The Director shall be afforded the same health, dental, and life insurance benefits as provided for all Town of Stow employees.
12. **SICK LEAVE.** The Director shall be afforded the same sick leave benefits as provided for all employees, in accordance with the Personnel By-Laws for the Town of Stow.
13. **BEREAVEMENT LEAVE.** The Director shall be afforded the same bereavement leave benefits as provided for all employees, in accordance with the Personnel By-Laws for the Town of Stow.
14. **PROFESSIONAL ACTIVITIES.** Time with pay shall be given to the library director to allow participation in appropriate library-related meetings, conferences, and programs. 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.

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

15. **GRIEVANCE PROCEDURE.** If the Library Director believes that she has not received equitable treatment concerning some condition of this employment agreement, she may seek review of her complaint. The grievance shall be brought before a 3 member panel made up of one party chosen by the Board of Trustees, one party chosen by the Library Director, and one other party mutually agreed upon by the Board and the employee. The panel will issue an opinion within 14 days, together with its recommendation.
16. **RENEWAL.** If the Board of Trustees intends not to renew this Agreement for a further term, notice shall be given to the Library Director least six (6) months in advance. If notice is not given at least six (6) months in advance, the parties agree to begin negotiations in good faith.
17. **INVALIDITY.** All terms of this contract which happen to conflict with any constitution or state in effect in the Commonwealth of Massachusetts or federal laws, are hereby amended to conform to such law. If any paragraph, part of, or rider to this contract is invalid, it shall not affect the remainder of the contract, but said remainder shall be binding and effective against all parties.
18. **ENTIRE AGREEMENT.** This contract embodies the whole agreement between the Board and Director and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may be amended by a writing signed by the Director and Board and no other mode of amendment shall be effective.



IN WITNESS WHEREOF, the parties have here unto signed, dated, and sealed this contract and a duplicate thereof this \_\_\_\_\_ day of December in the year 2020.

**BOARD OF LIBRARY TRUSTEES**

**LIBRARY DIRECTOR**

Laura Reiser

Phyllis Andrew

(Signature)

(Signature)

12/31/2020

12.31.2020

(Date)

(Date)