

**TOWN OF BOXFORD
EMPLOYMENT AGREEMENT**

Library Director

AN AGREEMENT BETWEEN *KEVIN J. BOURQUE* AND THE TOWN OF BOXFORD, MASSACHUSETTS.

TERM OF AGREEMENT

The Town, acting by and through its Board of Trustees of the Boxford Public Libraries, (Library Trustees) agrees to employ **Kevin J. Bourque** as the Library Director for the term commencing July 1, 2021 and ending June 30, 2024.

Kevin J. Bourque hereby accepts employment on the following listed terms and conditions, and agrees to serve the Town in accordance with all applicable statutes, ordinances, bylaws, charges and written policies of the Library Trustees. This contract shall be subject to reopening for the purposes of adjusting Fiscal Year (FY) 2024 salary and benefits, subject to appropriation by Town Meeting.

TERM OF EMPLOYMENT

Subject to the rights of termination provided herein, the term of appointment shall begin on July 1, 2021 and continue through June 30, 2024. In the event that a subsequent contract is not successfully negotiated in a timely manner, the Library Trustees shall reappoint the Library Director for an extension term that the Library Trustees deem appropriate to complete negotiations on a new contract.

COMPENSATION

In FY 2022, The Town agrees, subject to appropriation, to pay **Kevin J. Bourque** a base salary of \$81,977.

FY 2023 (July 1, 2022 to June 30, 2023): \$83,616 annual salary, an increase of 2% above the FY 2022 base salary, plus any merit-based salary increases that may be awarded as a result of his annual performance evaluation.

FY 2024 (July 1, 2023 to June 30, 2024): Subject to appropriation by Town Meeting, plus any merit-based salary increases that may be awarded as a result of his annual performance evaluation.

DUTIES OF POSITION

The duties for this position are stated in the attached Job Description for Library Director and made part of this agreement by reference; and other legally permissible and proper duties and functions as the Town, acting by and through the Town Administrator and Board of Trustees, shall from time to time assign.

REGULAR WORKING HOURS

The Library Director is the head of library services of the Town of Boxford. As such, the position is a full time, Monday through Friday, professional, administrative, high-level position that will require additional work hours including expanded workdays and some evening meetings. The Library Director is expected to work 40 hours per week. The Library Director is also responsible for the safety and security of the library buildings and the collections and will need to be available to respond in emergency situations. The Library Director is also expected, for public relations purposes, to attend many weekend library functions. Because of these time demands that may cause deviation from a regular 40-hour work schedule, professional consideration shall be given to the Library Director for occasional off hours to be utilized at his discretion.

Use of such administrative leave shall be reasonably scheduled to have the least adverse impact on department operations and use of time in excess of eight-hour increments requires prior approval of the Town Administrator and/or Library Trustees. Nevertheless, it is clearly agreed that the duties incumbent upon the Library Director as outlined in the attached job description are to be completed as assigned.

The Library Director is an exempt employee for the purposes of the Fair Labor Standards Act.

VACATION AND BENEFITS

The Library Director shall be entitled to all employee benefits currently in practice as enumerated in the Town of Boxford Code, Chapter 23, Personnel, unless superseded or contradicted herein:

- The Library Director shall have paid vacation leave of 4 weeks (20 days or 160 hours) annually per hire date to be taken in increments as needed with prior notice to and with the approval of the Library Trustees. The Library Director shall be entitled to such additional time off as may be granted from time to time by the Library Trustees.
- The Board of Trustees agrees to credit the Library Director with four (4) personal days at the start of each fiscal year. Personal days shall not be carried over from year to year or paid out at the termination of his employment with the Town.
- The Town shall pay the full amount of membership dues to professional organizations as approved by the Library Trustees for the benefit of the Library Director.
- The Town shall pay the expenses; hotel, meals, travel costs and tuition, of the Library Director for attendance at seminars and forums, subject to prior approval of the Library Trustees, up to the amount budgeted annually for that purpose, at least \$1,500 per fiscal year.

SELECTION AND FACILITIES USE POLICIES

The Library Trustees have established a written policy, which is hereby made a part of this agreement, on selection of Library Materials and on use of materials and facilities in compliance with the Library Bill of Rights and the Freedom to Read statement of the American Library Association and other related policies, resolutions and statements defining the principles set out in the basic documents of intellectual freedom.

In accordance with Sections 33 and 34 of Chapter 78 of the Massachusetts General Laws, the Library Director may not be terminated or disciplined for acting in good faith with said policy.

TERMINATION

The Town shall have the right to request the resignation of or terminate the employment of the Library Director without cause, prior to expiration of the term of this Agreement, by 6/7ths vote of the Board of Trustees. In the event the Library Director resigns at the request of the Board of Trustees or is terminated by such 6/7ths vote of the Board, the Town shall pay the Library Director a payment equal to three (3) months aggregate salary, which shall be paid to the Library Director within fourteen (14) days of his execution of a waiver and release of claims in a form supplied by the Board of Trustees. This payment is intended to settle all outstanding issues or disagreements between the Town and the Library Director that may exist at the time of separation and by accepting the payment, the Library Director shall forgo any other claim or action against the Town related to his employment by the Town. In the event the Library Director is terminated for misconduct or breach of a material provision of this Agreement, the Town shall have no obligation to pay the severance provided for in this paragraph. In the event that the Board of Trustees asks the Library Director to resign or leave office, he shall be deemed to have been terminated by the Board for purposes of severance and unemployment compensation.

The Town may terminate the Library Director from that position with cause upon thirty (30) days written notice to the Library Director.

1. Prior to dismissing the Library Director for cause, the Town shall give the Library Director a written notice, which shall include the specific reason or reasons for dismissal.
2. The Library Director shall be given a full hearing before the Library Trustees concerning such reason or reasons. The Town shall provide the Library Director with a written notice of the time and place of such hearing at least fourteen (14) days prior to the holding thereof. Within ten (10) days after the completion of the hearing, the Town shall give the Library Director written notice of its decision, which shall state fully and specifically the reasons therefore.

3. Any hearing pursuant to this section shall be held in executive session unless the Library Director requests that the meeting be opened to the public. The Library Director shall be allowed to answer, personally or by counsel, any of the charges made against his. The Library Director or his counsel will have the right to cross examine all witnesses against him and to present witnesses in his defense.

Failure to re-appoint by the Town: The Town shall notify the Library Director in writing at least thirty (30) days in advance of the term ending date of this contract, of the Town's intention not to re-appoint the Library Director for a subsequent term of office.

Termination by the Library Director: The Library Director may resign with thirty (30) days written notice to the Library Trustees.

STATEMENT ON CONTINUATION OF CURRENT CONTRACT

In the event that a new contract is not negotiated prior to the expiration date of the present contract, the Library Trustees may re-appoint the employee for an extension term which the Library Trustees deem appropriate to complete negotiations on a new contract. If re-appointment is approved and an extension term is voted, the present contract shall remain in full force and effect until the end of such extended term or until a new contract is executed, which ever shall first occur. In no event does this section require re-appointment by the Library Trustees nor does it express or imply job security for the appointed employee.

INDEMNIFICATION

The Town shall defend, save harmless and indemnify the Library Director against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Library Director, even if said claim has been made following his termination of employment, provided that the Library Director acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Library Director. The Town shall reimburse the Library Director for any attorneys' fees and costs incurred by the Library Director in connection with such claims or suits involving the Library Director in his professional capacity. This section shall survive the termination of this agreement.

STATEMENT ON OUTSIDE BUSINESS ACTIVITIES

The Library Director agrees that he shall not engage in outside business activities during normal business hours without the prior written approval of the Town Administrator and the Library Trustees.

GENERAL PROVISIONS

Severability of Provisions. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this

Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Modification. This Agreement may be modified, or amended at any time by mutual consent of the Town and the Library Director, except as otherwise provided for herein.


Law Governing. The laws of the Commonwealth of Massachusetts shall govern this Agreement.

Completeness of Agreement. This Agreement contains all the terms and conditions agreed upon by the parties with reference to the terms and conditions of the Library Director's employment with the Town. No other agreement, written, oral or otherwise, will be considered to exist or bind the parties to this Agreement. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified except by a written instrument signed by all parties.

IN WITNESS THEROF, The Town of Boxford has executed and delivered this Agreement in duplicate acting by and through its Town Administrator and the Trustees of the Boxford Public Libraries and the Library Director on this 13 day of Oct, 2022.

THE TOWN OF BOXFORD ACTING BY AND THROUGH ITS TOWN ADMINISTRATOR AND TRUSTEES OF THE BOXFORD PUBLIC LIBRARIES

Accepted:


Kevin J. Bourque

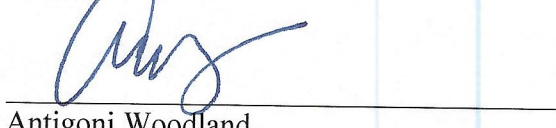
Approved:



Matthew Coogan
Town Administrator/CPO

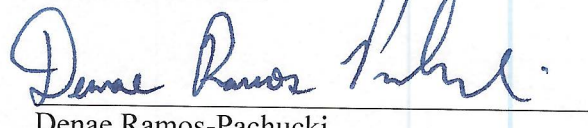
BOXFORD BOARD OF LIBRARY TRUSTEES:



John Paul Ryan, Chair


Jayne Smallman, Vice Chair


Antigoni Woodland


Amanda LaMantia


Denaé Ramos-Pachucki


Rachel Pelley


Christina Eckert