

Simon Fairfield Public Library
Library Director
Employment Agreement

This is an agreement made this 25th day of April, 2023 between and by the Simon Fairfield Public Library Board of Trustees, hereinafter referred to as the "employer," and the undersigned Library Director **Justin Ray Snook**, hereinafter referred to as the "employee." In consideration of the conditions herein contained, the employer and the employee agree on the terms and conditions set forth herein.

1. By executing this Agreement the employer agrees to the employment of Justin Ray Snook as Library Director.
2. By signing this Agreement the employee agrees to serve the employer in accordance with all applicable constitutions, statutes, ordinances, by-laws, charter, written policies of the employer and the agreed job description
3. This agreement shall commence on May 1, 2023 and end on April 30, 2028. At least four (4) months in advance of the expiration date of this agreement, the Library Director shall notify the Library Trustees in writing of the approach of the expiration date of the agreement, as specified below. The parties agree to meet and confer beginning at least four (4) months prior to the expiration date of this agreement for the purpose of discussing the continuation of the employment relationship, and to negotiate the terms of a successor agreement. It is understood by the parties that the objective of this clause is to enable the parties to know at least three (3) months prior to the expiration of this agreement whether the parties are to continue in an employment relationship, so that each may, if necessary, have the maximum amount of advance notice if the relationship is not to continue. To that end, each party agrees to act in good faith in meeting the time periods in this clause; however, the parties may agree to another time period(s).

Unless the Library Trustees decide by majority vote at least three (3) months prior to May 1, 2028 to not renew this agreement with the Library Director for a successive term commencing May 1, 2028, then this agreement is deemed to continue in full force and effect for one year, subject to any modifications in the Library Director's salary or their benefits which may in force.

The Library Director's Salary shall be established pursuant to the Personnel Classification and Compensation Plan, and subject to annual appropriation.

The Library Director agrees to faithfully perform the duties herein identified during the period of May 1, 2023 through April 30, 2028. The amount of annual salary shall be reviewed by the employer in relation to its satisfaction with the employee's performance of duties and obligations set forth in the Agreement and shall be awarded at the beginning of the fiscal year. This position is directly accountable to the Board of Trustees which shall provide direction as necessary and shall conduct an annual performance evaluation. Performance of duties and responsibilities shall be reviewed annually in December by the Board of Trustees. 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 of the library, and progress in meeting specific performance goals previously established for the review period. The Director's performance review will be based on these goals and a copy shall be filed in the Director's personnel file and with the Secretary of the Board of Trustees.

Benefits of employment shall be equal to the common benefits allowed in the town personnel by-laws and Personnel Policies and Procedures Manual, including vacation leave, sick leave, holiday leave, etc.

4. The employer has 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. The employee may not be terminated or disciplined for acting in good

faith with said policy. (Reference Chapter 322, Massachusetts Laws of 1982, amending Chapter 78 includes Sections 33 and 34.)

5. The employee shall devote such time and effort as is necessary to properly perform the duties and responsibilities of the position. Due to the nature of library management, it is understood and agreed upon that to properly perform the job required, the Director might have to expend additional time beyond a 35 hour work week. It is acknowledged that the position is one of executive administration in nature as the term is used in the Fair Labor Standards Act, its rules and regulations. This position is exempt from overtime.
6. The Director shall be expected to participate in appropriate library related meetings, conferences, and programs. A list and schedule of events which the Director may be expected to attend and a Travel Voucher shall be approved at least thirty days in advance by the Board of Trustees at its monthly meeting. Subject to appropriation, funds will be budgeted each year to cover the Director's expenses in attending such events.
7. Leave
 - a. Vacation time shall be awarded following the guidelines of the Town of Douglas' Personnel by-laws. The Director shall not schedule vacation time at the same time as the Assistant in charge in his or her absence.
 - b. Personal time shall be awarded following the guidelines of the Town of Douglas' Personnel by-laws.
 - c. Sick leave shall be awarded following the guidelines of the Town of Douglas' Personnel by-laws.
 - d. Bereavement leave shall be awarded following the guidelines of the Town of Douglas' Personnel by-laws.
8. Benefits.
Benefits shall be awarded following the guidelines of the Town of Douglas' Personnel By-laws.
9. Discipline and Termination. During the term of this contract or such valid extensions of that term, discipline and termination actions will follow the guidelines of the Town of Douglas Personnel By-laws and its Personnel Policies and Procedures Manual. The Director shall be provided with notice of the Board's intention to take disciplinary action against him pursuant to the Open Meeting Law, G.L. c. 30A, sec. 21(a)(1) and will be afforded the rights as set forth therein. A majority vote of the Board shall be required for the Director to be disciplined or discharged
10. General Provisions. All terms of this Agreement which happen to conflict with any constitution or statute 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 Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

This contract embodies the whole agreement between the Board and the Library 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 only in writing and signed by the employee and the Board and no other mode of amendment shall be effective.

Library Director Job Description

Qualifications:

ALA accredited Masters Degree in Library Science with at least 2 years experience in a supervisory position.

Duties:

- Attends all Board of Trustees meetings and advises the Board in library matters. Reports to Board of Trustees for policy, personnel and building maintenance issues. Plans, organizes, directs and evaluates all aspects of library services in conformity with the policies established by the Library Board of Trustees.

- Manages day-to-day operations of the library including but not limited to: collection development; materials selection and weeding; cataloging and other technical service operations; staff hiring, supervision and development; reference, children's, adult and young adult services, community relations, long-range planning, library building and grounds.
- Prepares and presents annual budget to the Board of Trustees and Finance Committee. Responsible for budget management. Recommends to the Trustees the distribution and expenditure of the Massachusetts State Aid to Public Libraries.
- Prepares local, state and federal grant proposals and administers grant awards.
- Directs the library's automated network and participates in regional and statewide library services.
- Keeps abreast of new developments in the field of library science; takes active part in professional conferences and meetings and workshops, reporting to the Trustees and fellow staff members.
- Performs other related tasks as required.

Adopted May 2007
Board of Trustees

IN WITNESS WHEREOF, the parties have hereunto signed, dated, and sealed this contract and a duplicate thereof this date.

BOARD OF TRUSTEES

Danielle Morrow
Danielle Morrow, Chair

Katherine Anderson
Katherine Anderson, Vice-chair

Ellie Chesebrough
Ellie Chesebrough, Secretary

Barbara Van Reed
Barbara Van Reed, Treasurer

Dawn Fontaine
Dawn Fontaine, Assistant Treasurer

Betty Holden
Betty Holden

Daina Harvey
Daina Harvey

Nick Socrat
Nick Socrat

April 27, 2023
Date

LIBRARY DIRECTOR

Justin Ray Snook

4-27-2023
Date