

EMPLOYMENT AGREEMENT

BETWEEN THE TOWN OF ASHLAND AND THE ASHLAND PUBLIC LIBRARY DIRECTOR

THIS AGREEMENT, pursuant to Chapter 78, Section 34 of the Massachusetts General Laws, made and entered into this 12th day of April, 2021 by and between the Town of Ashland, Commonwealth of Massachusetts, a municipal corporation, hereinafter called the "Town," acting by and through its Town Manager, hereinafter called "Manager" and Meena Jain, hereinafter called "Jain" or "Library Director", as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of said Meena Jain as Library Director of the Town of Ashland.

WHEREAS, the Trustees, under Chapter 78, Section 34 of the General Laws may contract with the Library Director for such services, and

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

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

WHEREAS, Meena Jain, agrees to accept employment as Library Director of said Town, and

WHEREAS, all prior agreements executed by the parties shall be terminated and have no force and effect upon the effective date of this agreement; and

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 to employ said Meena Jain as Library Director of said Town, and the Library Director accepts said offer. The operational control of the Library Department for the Town shall be the responsibility of the Library Director.

Duties shall include but not be limited to the following:

- A. Supervision of the daily operation of the Library.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Library budget.
- D. Submission of reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Library Department.
- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- F. Supervision and control of all department equipment.
- G. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.

- H. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies and procedures, and the assignment to shifts and duties of all departmental personnel.
- I. Being available for hearings before any Board of the Town at which the Library Department is required to appear and before the Select Board/Town Meeting when necessary.
- J. Being responsible for planning, organizing, directing, staffing and coordinating library operations.
- K. Being responsible for communications with the public, including the media, on matters related to the library.

Section II, Term

This Agreement shall become effective April 12, 2021, and shall be in full force and effect until April 12, 2024. The Agreement shall be for a term of three (3) years, subject to Section XIII, and shall be binding on the Town in each year of its duration.

Section III. Termination and Severance Pay

- A. In the event the Library Director voluntarily terminates his or her position with the Town before the expiration of the term of this Agreement, the Library Director shall give the Town two (2) month's written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk.
- B. In the event the Library Director is not renewed, or not reappointed or in the event the Library Director resigns following a formal suggestion by the Town that she resign before the expiration of the then applicable term of employment, the Town agrees to pay the Library Director a lump sum severance payment equal to three (3) months aggregate salary, which amount shall be paid to the Library Director on or before the effective date of termination of his or her employment.
- C. The Library Director may be disciplined, up to and including termination, for just cause. If the Town, acting through the Town Manager, imposes disciplinary action against the Library Director, the Chairperson of the Board of Library Trustees shall be informed pursuant to §5-5(c)(iv) of the Town Charter.

Section IV, Salary

- A. The Town agrees to pay the Library Director for services rendered under this Agreement, an annual base salary of \$85,000, subject to applicable withholdings and deductions, effective April 12, 2021 payable in installments at the same time as other employees of the Town are paid.
- B. In conjunction with the annual review discussed in section V (A) below, the Manager will review the Library Director's performance to consider an increase in that salary in such amounts and to such extent as the Town Manager deems appropriate given the Library Director's performance. Any such increase is subject to Town Meeting appropriation.

Section V, Library Director Evaluation

- A. The Manager shall review and evaluate the Library Director every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Trustees and the Library Director. Further, the Manager shall provide the Library Director with a summary written statement of the evaluation findings

and shall provide an adequate opportunity for the Library Director to discuss his or her evaluation with the Manager and Trustees.

- B. Annually the Manager and Trustees and the Library Director shall define the goals and objectives which they determine necessary for the proper operation of the Library and the attainment of the Trustee's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

Section VI, Hours of Work

The Library Director will devote full time and attention to the business of the Town and will not engage in any other business during library hours, except with the written approval of the Trustees.

Except as otherwise authorized, the Library Director shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position. Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Library Director may have to expend additional time beyond the normal work day, and she agrees to do 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 so long as the same does not interfere with the obligations to perform her duties. No "compensatory" time may be accrued unless the same is documented and approved by the Town Manager.

Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty and Disability Insurance

- A. The Town shall provide the Library Director a health insurance policy similar to other Town employees. The Town's contribution toward such health insurance policy shall be the same as that made to other non-union Town employees in a similar plan.
- B. The Library Director shall be entitled to three (3) weeks paid vacation per contract year. A week shall be defined as five (5) working days. No more than sixty (60) hours of vacation leave may be carried forward from fiscal year to fiscal year. Unused vacation time shall be paid in full to the Library Director upon termination.
- C. The Library Director shall receive all other leave time in accordance with the policy of the Town.
- D. Should the Library Director attend professional conferences, time spent at such conferences shall not be deducted from her vacation leave and shall be considered as professional development leave.
- E. The Town will provide to the Library Director the same disability insurance as it does to other non-union Town employees.
- F. The Library Director shall be entitled to receive longevity pay in accordance with the personnel policies for non-union personnel.

Section VIII. Professional Development

The Town encourages the Library Director to engage in and participate in continuing education and library related associations and conferences. The Town believes that said participation will lend to a more professional director and will assist the community as a whole. The Town encourages and expects the director will bring information to the Town and/or Trustees from said trainings and conferences and employ those matters which will benefit the Town and its daily library operations and services to its citizens. To that end;

- A. The Town agrees to pay for the registration, travel and subsistence expenses of the Library Director for short courses, institutes and seminars that are necessary for his or her professional development and jointly agreed to by the Trustees and the Town Manager.

Section IX, Dues and Subscriptions

The Town agrees to budget and to pay for the professional dues and subscriptions of the Library Director for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional growth and advancement, and for the good of the Town and/or professional associations jointly agreed to by the Library Director and Trustees.

Section X, Expenses

The Library Director shall be reimbursed for any reasonable and necessary expenses incurred in the performance of her duties, or as an official representative of the Town, including attendance by her at civic or social events. Reimbursements shall require the approval of the Town Manager and Board of Library Trustees.

Section XI, 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 or her duties as Library Director, even if said claim has been made following his or her termination from employment, provided that the Library Director acted within the scope of his or her 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.

In connection with those claims or suits involving the Library Director in his or her professional capacity and covered under the preceding paragraph, the Town, at its sole option, shall either retain and pay for an attorney to represent the Library Director (including all fees and costs) or reimburse the Library Director for any attorneys' fees and costs incurred by the Library Director in connection with same, providing the Library Director submits proper invoices and evidence of payment of the same.

This section shall survive the termination of this Agreement.

Section XII, Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Library Director.

Section XIII, Non-Renewal of Agreement

If the Town decides not to renew this Agreement, the Manager shall give the Library Director written notice at least three (3) months in advance of intent not to renew this Agreement. If the Town fails to give such written notice, the Library Director shall receive severance in a sum equivalent to three (3) months' salary at her then current rate of pay. Payment of said severance shall be the sole remedy in the event of lack of sufficient notice of nonrenewal.

Section XIV, Other Terms and Conditions of Employment

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Library Director as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Library Director, except as otherwise provided in this Agreement.
- B. All other general provisions of the Town's By-Laws relating to fringe benefits shall also apply to the Library Director as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Library Director, except as otherwise provided in this Agreement.
- C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

Section XV, No Reduction in Benefits

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Library Director, except to the degree such a reduction is across the board for all other non-union employees of the Town.

Section XVI, Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. TOWN

Town Manager 101 Main Street Ashland, MA 01721

2. LIBRARY DIRECTOR

Meena Jain, 39 Fairway Lane, Medway, MA 02053

Alternatively, notices required pursuant to this Agreement may be personally served.

Notice shall be deemed as 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 XVII, General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Library Director.
- C. 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.

D. For the purposes of the Fair Labor Standards Act, the Library Director shall be an "exempt employee."

IN WITNESS WHEREOF, the Town of Ashland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Town Manager and duly attested by its Town Clerk, and the Library Director has signed and executed this Agreement, both in duplicate.

TOWN OF ASHLAND

EMPLOYEE – LIBRARY DIRECTOR

Acting by and through its Town Manager:



Michael Herbert

10/28/21

Date



Meena Jain

Oct 28, 2021

Date