

1

**EMPLOYMENT AGREEMENT
BETWEEN
THE TOWN of TYNGSBOROUGH
TYNGSBOROUGH, MASSACHUSETTS
AND
SUSANNA ARTHUR**

THIS Agreement, entered into as of the 1st day of July, 2010, by and between the Town of Tyngsborough, Massachusetts, a municipal corporation (hereinafter called the "Town"), acting through its Board of Trustees of the Tyngsborough Public Library (hereinafter called the "Board"), and Susanna Arthur of Groton, Massachusetts (hereinafter called "Susanna Arthur"), v

WHEREAS the Town desires to engage the services of Susanna Arthur to hold the position and perform the duties of Library Director; and

WHEREAS Susanna Arthur is willing to undertake and perform the duties of said position of Library Director of the Town;

NOW, THEREFORE, in consideration of the mutual agreement hereinafter set forth, the parties hereto agree as follows:

1. DUTIES

The Town agrees to employ Susanna Arthur as Library Director of the Town to perform the functions and duties specified in the Job Description attached hereto as Exhibit A and to perform other legally permissible and proper duties and functions as the Board from time-to-time shall assign.

2. TERM

A. Susanna Arthur agrees to remain in the exclusive employ of the Town from July 1, 2010 until June 30, 2011, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Susanna Arthur's time off.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Susanna Arthur at any time, subject only to the provisions set forth in Section 11, paragraphs A, B, C, and F of this Agreement.

Initialed: SA Library Director

Initialed: WEZ Library Trustees Chairman or Designee

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Susanna Arthur to resign at any time from her position with the Town, subject only to the provisions set forth in Section 11, paragraph D, of this Agreement.

D. If this Agreement will not be renewed upon its expiration, the Board shall provide sixty (60) days written notice to Susanna Arthur. If such advance notice is not given, then the contract shall automatically renew for one (1) year subject to annual appropriation.

E. If both the Board and Susanna Arthur mutually agree to extend this contract beyond June 30, 2011, both will make sincere efforts to negotiate a new contract to become effective July 1, 2011.

3. HOURS OF WORK

Susanna Arthur's work week shall consist of no less than 35 hours. These hours will ordinarily fall within the usual Town Library business hours plus whatever evening and/or weekend hours may be necessary from time-to-time in order to respond to the demands of the position properly. This shall include attendance at all Library Board meetings, Town Meetings, and other meetings at which her attendance would be beneficial to the orderly conduct of the Library's business and operations.

Susanna Arthur shall be a full time salaried employee of the Town and as such, shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 20 U.S.C. Section 201, et seq.

4. SALARY

A. The Town agrees to pay Susanna Arthur for her services rendered at an annual salary of \$49,231.00 commencing on July 1, 2010, payable in installments at the same time as other employees of the Town are paid.

5. VACATION, SICK, AND OTHER LEAVE

A. Susanna Arthur shall be entitled to fifteen (15) days of vacation with pay during the term of this contract. Such vacation is to be taken by Susanna Arthur at such time or times as shall be approved by the Chairman of the Board of Library Trustees. Up to ten (10) days of unused vacation may be carried over from one (1) year to the next. Upon resignation, retirement, or termination, accumulated vacation days shall be paid on the basis of her final salary.

Initialed: SA Library Director

Initialed: [Signature] Library Trustees Chairman or Designee

B. Susanna Arthur will accrue sick days at a rate of one (1) day per month during the term of this Agreement. Susanna Arthur shall notify the Chairman of the Board in the event of an absence in excess of three (3) sick days. Susanna Arthur shall not be paid for accrued unused sick days at the time of resignation, retirement, or termination.

C. Susanna Arthur shall be entitled to two (2) personal days from the first day of employment. These personal days cannot be carried over year to year nor is the employee entitled to compensation for unused days.

D. Susanna Arthur shall be entitled to other leave benefits available to full-time, non-union employees of the Town as specified in the Town by-laws or any other law, as in effect from time-to-time.

6. HEALTH INSURANCE AND OTHER BENEFITS

Susanna Arthur shall enjoy all retirement, insurance, and other benefits generally available to full-time, non-union employees of the Town under the same terms and conditions unless specifically limited under the terms of this Agreement.

7. GENERAL EXPENSES

The Board recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Susanna Arthur and hereby agrees to reimburse or to pay said general expenses according to normal Town procedures.

8. PROFESSIONAL DEVELOPMENT

The Board recognizes its obligation to encourage the professional development of Susanna Arthur and agrees that Susanna Arthur shall be given adequate opportunity to develop her skills and abilities as a Library Director. Accordingly, the Town shall allow and pay for Susanna Arthur to attend courses and seminars, without loss of vacation or other leave, subject to the availability of funding and prior approval of the Chairman of the Board.

The Board agrees to pay for the professional dues and subscriptions of Susanna Arthur necessary for her continuation and full participation in national, regional, state, and local associations and organizations, subject to the availability of funding and prior approval of the Chairman of the Board.

Initialed: SIA Library Director
 Initialed: WCE Library Trustees Chairman or Designee

9. PERFORMANCE EVALUATION

There shall be an annual performance evaluation of Susanna Arthur by the Board, to be held no later than June 15th of each contract year. Failure of the Board to evaluate Susanna Arthur's performance shall in no way prejudice any of the Town's rights.

The purpose of this evaluation is to:

- a) review the performance of Susanna Arthur;
- b) determine if any improvements and/or training are required;
- c) determine any changes needed in the job description;
- d) develop mutually agreed upon goals.

The Chairman of the Board shall provide Susanna Arthur with a summary written statement of the findings of the Board. The Board shall provide an adequate opportunity for Susanna Arthur to discuss her evaluation with the Board, and attach any written comments, before the review is made a part of Susanna Arthur's personnel records.

10. INDEMNIFICATION

To the extent allowed under G.L. c. 258, the Town shall defend, save harmless and indemnify Susanna Arthur 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 Susanna Arthur's duties as Library Director. The Town shall not be required to indemnify Susanna Arthur for any claims arising out of conduct determined by a court of competent jurisdiction to be outside the scope of Susanna Arthur's duties or to be the result of gross negligence or willful, criminal, or malicious misconduct. The Town may compromise and settle any claim or suit for which Susanna Arthur is indemnified, and pay the amount of any settlement or judgment rendered thereon. The Town shall be required to obtain the consent of Susanna Arthur to settle any such claim, and such consent shall not be unreasonably withheld by Susanna Arthur.

Initialed: SIA Library Director
Initialed: WEY Library Trustees Chairman or Designee

11. TERMINATION, SUSPENSION, AND SEVERANCE PAY

A. The Board may terminate or suspend Susanna Arthur at any time during the term of this Agreement, but only if (a) a two thirds (2/3) majority of the Board and Susanna Arthur agree, or (b) after a hearing, a two thirds (2/3) majority of the Board votes to terminate or suspend Susanna Arthur for cause provided, however, that Susanna Arthur shall have been given written notice setting forth any charges at least ten days prior to such hearing by the Board members bringing such charges. The Board shall convene any hearing held pursuant to this section, and Susanna Arthur shall be accorded all rights, under G. L., C. 39, Sec. 23B. The Board may place Susanna Arthur on paid administrative leave pending such hearing.

B. In the event Susanna Arthur is terminated by the Board before the expiration of the aforesaid term of employment, then in that event the Board agrees to pay Susanna Arthur a lump sum cash payment equal to two months aggregate salary; provided, however, that in the event Susanna Arthur is terminated because of her conviction of any illegal act involving personal gain to her or any other intentional or willful misconduct in office, then in those events, the Town shall have no obligation to pay the aggregate severance sum.

C. In the event the Town at any time during the term of this Agreement reduces the salary, compensation or other financial benefits of Susanna Arthur to a greater degree than an applicable reduction for Library employees, or in the event the Town refuses, following written notice, to comply with any other provision benefiting Susanna Arthur herein, or Susanna Arthur resigns following a formal suggestion or request from a majority of the board, then in that event, Susanna Arthur may, at her option, be deemed to be "terminated" at the date of such reduction, or such refusal to comply, or such suggestion, within the meaning and context of the severance pay provision herein.

D. In the event Susanna Arthur voluntarily resigns her position with the Town before the expiration of the aforesaid term of her employment, then Susanna Arthur shall give the Board sixty (60) days written notice in advance, unless the parties otherwise agree. In the event of voluntary resignation of Susanna Arthur, except one following a suggestion of the Board as referenced in paragraph C above, such benefits as are enumerated in Section 11, paragraphs B and C hereinabove, shall not apply.

E. Upon termination, the Town agrees to provide Susanna Arthur with a complete copy of her personnel file, if requested.

Initialed: SA Library Director
 Initialed: W.C.D. Library Trustees Chairman or Designee

F. If Susanna Arthur dies during the term of this Agreement, the employment relationship created by this Agreement will terminate, and Susanna Arthur's salary shall continue to be paid to her designated beneficiary or, if none, to her estate representative through the end of the month in which her death occurs.

12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board, in consultation with Susanna Arthur, shall fix in writing any other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Susanna Arthur, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town by-laws, or any other law.

13. NO REDUCTION OF BENEFITS

The Town shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Susanna Arthur, except to the degree of such a reduction for Library employees.

14. NOTICES

Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to her last known address, in the case of Susanna Arthur, or to its principal office in Tyngsborough, Massachusetts, in the case of the Town.

15. GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties. If any provision, or 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.

B. This Agreement may be amended at any time by mutual written consent of the parties except as otherwise provided herein.

C. Susanna Arthur understands and agrees that all compensation and benefits provided under this Agreement are subject to appropriation from year to year by the Town Meeting. In the event that the Town does not vote to fund the monetary provisions, the parties shall attempt to renegotiate this Agreement.

Initialed: SA Library Director

Initialed: [Signature] Library Trustees Chairman or Designee

IN WITNESS WHEREOF, the Town of Tyngsborough has caused this Agreement to be executed in its corporate name by its Board of Library Trustees and Susanna Arthur has set her hand, as of the day and year first written above.

Library Director

Susanna Arthur
Susanna Arthur

Board of Library Trustees

William E. Lekas
William E. Lekas, Chair

Ann Conant
Ann Conant, Vice Chair

Lynne Lown
Lynne Lown, Secretary

Errin Howe
Errin Howe

Paula Flaherty
Paula Flaherty

William Shambley

Initialed: SA Library Director
Initialed: WES Library Trustees Chairman or Designee