

Employment Contract for the Hudson Public Library Director

AGREEMENT by and between the Hudson Public Library, (the "Library") acting by and through its Library Board of Trustees (hereinafter referred to as the "Board"), and Aileen Sanchez-Himes (hereinafter the "Library Director" or "Ms. Sanchez-Himes").

WHEREAS, Ms. Sanchez-Himes has been appointed as the Library Director of the Library effective September 3, 2019;

WHEREAS, the Board desires to enter into an employment agreement with Ms. Sanchez-Himes as Library Director under the authority of Chapter 78, Section 34 of the Massachusetts General Laws; and

WHEREAS, Ms. Sanchez-Himes, is desirous of entering into an employment agreement with the Board as said Library Director; and

NOW, THEREFORE, the Board and Ms. Sanchez-Himes hereby agree as follows:

1. TERM. The term of this Agreement shall be for the period of July 1, 2022, and ending on June 30, 2025.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Library Director, at any time, subject to the provisions set forth in the Termination Section of this Agreement.

The Library Director acknowledges that the Board retains complete discretion as to any successor agreement and Library Director shall hold the Board harmless from any and all liability should the Board elect not to retain the services of the Library Director under a successor agreement.

2. RESPONSIBILITIES. The Library Director shall be responsible for the management and operation of the Library in accordance with policies established by the Hudson Public Library 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 Library Board of Trustees which shall provide policy direction as necessary and shall conduct an annual performance evaluation as set forth in Section 10 below.

During this period, performance of duties and responsibilities shall be monitored by the Board with guidance provided as necessary to address questions, make corrections, and clarify responsibilities.

An oral review of performance may be conducted by the Library Board of Trustees Chair or other designated members Board from time to time during the employment period.

4. TERMINATION.

4.1. Nothing in this Agreement shall be construed to affect the appointment or removal powers of the Board over its Library Director, nor does this Agreement in any way grant tenure to the Library Director.

4.2. Following expiration of the probationary period, the Board may only terminate the services of the Library Director for cause in accordance with the following procedures:

4.2.1 The Board shall provide the Library Director with written notice of its intent to terminate the Library Director's services for cause and the reasons therefore with thirty (30) working days advanced notice, and provide an opportunity to cure the behavior alleged to constitute cause.

4.2.2 Should the Board determine that there is no cure, it shall so notify the Library Director. Within five (5) working days following delivery of such notice, the Library Director may request a hearing before the Board at which the Library Director shall be entitled to be heard. The Library Director may attend the hearing, with or without counsel, to hear and cross-examine all witnesses against the Library Director, and to present witnesses in defense, as well as to give her own defense. The Library Director may request the hearing be held in public.

4.2.3 Within five (5) working days after the hearing, the Library Director shall be provided a copy of the Board's written statement of its findings and of its decision. If the decision is to terminate the Library Director, the Library Director will be given any accrued benefits that she may be entitled to at the time of termination.

4.3. In the event the Library Director voluntarily resigns her position, the Library Director shall provide the Board with a thirty (30) calendar day advance notice, unless the Board and the Library Director otherwise agree.

4.4. This Agreement may also be terminated at any time by mutual written consent of both parties. Termination or resignation of the Library Director for any reason shall terminate this Agreement.

5. RENEWAL OF AGREEMENT. The Library Director shall notify the Board sixty (60) days prior to the termination of this Agreement whether she wishes to be reappointed and have her contract renewed. If the Board does not respond within seven (7) days from receipt of the notice of its intention to renew the Agreement and reappoint the Library Director, this Agreement shall expire on its terms.

6. MATERIALS AND FACILITIES USE POLICIES. The Board has adopted a written policy 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.

In accordance with M.G.L. c. 78, §33, the Library Director may not be terminated or disciplined for acting in good faith with said policy.

7. **HOURS OF WORK.** The normal workweek for the Director shall include normal business hours required for the administration of the Library Director's duties and such other hours as may be required by the Library Director's office. In addition, the Library Director shall attend meetings of the Board of Trustees, the Finance Committee, the Board of Selectmen, Town Meeting, and other Town boards or commissions, as required or necessitated for the proper performance of the Library Director's duties and responsibilities.

8. **SALARY.** Salary for this position shall be \$85,509.00 per year for the period July 1, 2022 to June 30, 2025. This shall initially be a grade M8, step 4 position. Step increases (5 – 8), which are granted based on merit and performance evaluation, shall be as provided for by the Town of Hudson in accordance with the Classification and Pay Plans/Personnel By-Laws of the Town of Hudson. Any other increase, if applicable, considered during the term of this Contract will be based on such considerations as performance and Town finances.

9. **PERFORMANCE REVIEW.** The Library Director's performance of her duties and responsibilities shall be reviewed each year during the month of February by the Board of Library Trustees. Her 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 management performance review form shall be used for the review and a copy shall be filed in the Library Director's personnel file.

In addition to the annual review, the Board, or designated representatives, shall meet with the library director approximately six months after the start of the annual 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 order to resolve them. These meetings will be formal meetings of the Board. 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).

10. **VACATION.** The Director shall receive fifteen (15) working days of vacation with pay each calendar year beginning January 1, 2023. With the Board's approval, the Director may carry over up to ten (10) working days of vacation from one year to the next.

11. **RETIREMENT.** The Library Director shall participate in the Middlesex County Retirement System in accordance with MGL c. 32.

12. **MEDICAL INSURANCE.** Medical insurance coverage is available to the Library Director through the Town Plan. Payment of premiums shall be shared as follows: 50% paid by employer and 50% paid by employee.

13. DENTAL INSURANCE. Dental insurance coverage is available to the Library Director through the Town plan. Payment of premiums shall be shared as follows: 50% paid by employer and 50% paid by employee.

14. LIFE INSURANCE. Life insurance coverage is available to the Library Director in accordance with MGL c. 32B. Payment of premiums shall be shared as follows: 50% paid by employer and 50% paid by employee.

15. SICK LEAVE. The Library Director shall accumulate sick leave as provided for in accordance with the Personnel By-Laws of the Town of Hudson (i.e., currently 1.25 days sick leave accumulated per month to a maximum of 120 days).

The Director shall be eligible to participate in sick leave buy back as provided for in the Personnel By-Laws of the Town of Hudson.

16. PROFESSIONAL ACTIVITIES. Time with pay shall be given to the Library Director to allow participation in appropriate library-related meetings, conferences, and programs. She shall notify the Chairman of the Board of Trustees of her absence to attend such activities. Funds will be budgeted each year to cover 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.

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

18. GENERAL PROVISIONS.

18.1. The text herein shall constitute the entire Agreement between the parties. No change or modification of this Agreement shall be valid unless it shall be in writing and signed by both parties.

18.2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Library Director.

18.3. 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.

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

18.5. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts. Any dispute arising under or out of the Agreement will be brought in courts of competent jurisdiction located within the Commonwealth of Massachusetts.

18.6. The Library Director acknowledges that he/she has had a full and complete opportunity to consult with counsel of the Library Director's own choosing and

expense concerning the terms, enforceability and implications of this Agreement, and that the Board has made no representations or warranties to the Library Director concerning the terms, enforceability or implications of this Agreement other than are as reflected in this Agreement.

IN WITNESS WHEREOF, the parties have here unto signed, dated, and sealed this contract and a duplicate thereof this 6th day of September in the year 2022.

BOARD OF LIBRARY TRUSTEES

By Thomas W. Desmond, Chair

Thomas W. Desmond
(Signature)

6 September 2022
(Date)

LIBRARY DIRECTOR

Aileen Sanchez-Himes

Aileen Sanchez-Himes
(Signature)

September 6, 2022
(Date)

APPENDIX A
JOB DESCRIPTION