

Employment Contract
Library Director, Reading Public Library

The **Board of Trustees of the Reading Public Library** (the "Board") and **Amy F. Lannon** agree to the following terms of her appointment to the position of Library Director, as amended and effective as of the date of the last signatory below:

1. **APPOINTMENT.** Appointment to this position is made by the Board. The term of the appointment began November 7, 2016.
2. **RESPONSIBILITIES.** The Library Director shall be responsible for the management and operation of the Reading Public Library (the "Library") in accordance with policies established by the Board and consistent with the role and function of a Library Director. Duties shall be as specified in the job description of Library Director, which shall be considered a part of this contract, and as directed by the Board from time to time. A copy of the job description is attached.
3. **ACCOUNTABILITY.** This position is directly accountable to the Board which shall provide direction as necessary.
4. **TENURE.** Appointment to this position shall remain in effect as long as the Library Director is able to perform the duties and responsibilities contained in the attached job description (which may be revised from time to time in response to changing Library needs and conditions) and in this Agreement, and providing that annual performance reviews are satisfactory.

In the event that the Library Director wishes to terminate employment, a 60-day notice shall be given to the Board. In the event that the Board wishes to consider termination of employment "for cause," the following procedures shall be followed:

- 4.1 The Board shall schedule a hearing, to be conducted by its Chairperson, at which reasons for termination will be presented and the employee's response to them, in writing and/or presented orally at the hearing, will be considered. In the event the Library Director is convicted of a felony, the Board will not hold a hearing and termination will be immediate.
- 4.2 At least 20 working days before the hearing date, the Board shall give written notice of the hearing to the Library Director. The notice shall include the time and place of the hearing, the person who will conduct it, and the reasons for which termination of employment is being considered.
- 4.3 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.
- 4.4 The Board shall hold an open hearing if the Library Director requests that it be open.
- 4.5 After conducting the hearing, the Board shall prepare a written statement of its decision and of facts presented at the hearing upon which this decision is based.
- 4.6 Within five working days after the hearing, the Library Director shall be provided with a copy of the Board's written statement.

4.7 If the Board's decision calls for termination of employment, termination shall not take effect in fewer than 40 working days from the hearing date. This 40 working day period does not apply to a termination for dishonesty, theft, violence (actual or threatened), felony conviction, or any conviction, guilty plea or plea of no contest to a charge involving fraud or moral turpitude.

4.8. "For Cause" shall mean material breach of this Agreement; repeated neglect of material duties required under this Agreement; dishonesty, theft, violence (actual or threatened); felony convictions; any conviction, guilty plea or plea of no contest to a charge involving fraud or moral turpitude; chronic absenteeism; or unsafe or unethical conduct, which in the good faith opinion of the Board is substantially injurious to the reputation or operations of the Library.

5. MATERIALS AND FACILITIES USE POLICIES. The Board has adopted a written policy, which is hereby made a part of this contract, 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.

6. HOURS OF WORK. The normal workweek for the Director shall consist of 37.5 hours, scheduled as follows: Monday through Friday from 9:00 a.m. to 5:00 p.m. The Director may telework up to two days per week unless emergency situations require otherwise. It is recognized that performance of duties will sometimes require hours different from, and/or in addition to, the normal work schedule. Whenever additional time is earned in this way, the Library Director will be allowed to take compensatory time off during normal work hours as the Library Director deems appropriate.

7. SALARY. Salary for this position shall be set at Grade L on the Town Classification Chart. The Board will recommend salary increases annually, as provided for by the Town of Reading in accordance with the Classification and Pay Plans/Personnel By-Laws of the municipality.

9. PERFORMANCE REVIEW. The Board shall review the Library Director's performance of duties and responsibilities each year during the month of May. Performance shall be evaluated on the basis of fulfilling duties and responsibilities contained in the Library 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 performance review form shall be used for the review, and a copy shall be maintained in the Library Director's personnel file.

In the event that potentially serious performance problems are identified during the year, additional meetings may be scheduled to resolve them. These meetings will be formal meetings of the Board. If these prove unsuccessful and the problem(s) continue, the Board may revise the performance review form in effect for the period by developing new performance goals designed to address the problem(s).

10. BENEFITS. The Director shall receive an annual paid vacation, sick leave and other employee benefits as provided for by the Town of Reading in accordance with the Classification and Pay Plans/Personnel By-Laws of the municipality.

11. PROFESSIONAL DEVELOPMENT: Subject to applicable budget limitations, the Director has the discretion to spend an amount up to 5% of her annual salary for professional development for memberships, continuing education, and related travel per fiscal year. Additionally, the Library Director may use time with pay to participate in appropriate library-related meetings, conferences, and

programs. 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.

12. INVALIDITY. Any terms of this Agreement which conflict with applicable municipal, state or federal laws are hereby amended to conform to such law. If any paragraph, part of, or rider to this Agreement is invalid under applicable law, the invalid part shall be severed, and the remainder of the Agreement shall remain in full force and binding effect on all parties.

13. ENTIRE AGREEMENT. This Agreement 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 in writing signed by the Library Director and Board, and no other mode of amendment shall be effective. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties, intending to be bound hereby, have here unto signed, dated, and sealed this Agreement and a duplicate thereof.

BOARD OF TRUSTEES
OF THE READING PUBLIC LIBRARY

LIBRARY DIRECTOR

Nina Elevarado

(Signature)

8/1/2021

(Date)

Amy Ham

(Signature)

July 26, 2021

(Date)