

Town of Hopedale – Bancroft Library Library Director Contract

WHEREAS, the Town of Hopedale, Massachusetts (hereinafter the “Town”) through its Bancroft Library Board of Trustees (hereinafter the “Board”), retains the services of Diane M. Hepp Marshall (hereinafter the “Director”), effective July 14, 2008, to serve as Director of the Bancroft Memorial Library (the “Library”); and

WHEREAS, Diane M. Hepp Marshall has been advised that the Town’s policy is to engage all new employees on a probationary basis commencing on the date of hire and ending six (6) months thereafter; and

WHEREAS, Diane M. Hepp Marshall agrees to such probationary period commencing July 14, 2008 and ending January 14, 2009, during which time she serves as an employee-at-will and can be terminated by the Board for cause or no cause; and

WHEREAS, on or about January 14, 2009, after six months of employment, if the Board reviews the Director and determines that she has successfully passed the “probationary period”, then the following agreement shall take full effect;

NOW THEREFORE, this agreement is made effective by and between the Board and the Director. In consideration of all promises herein contained, the parties hereto mutually agree as follows and the Town agrees to seek and provide all funds necessary to maintain this Library Director Contract (hereinafter the “Contract”).

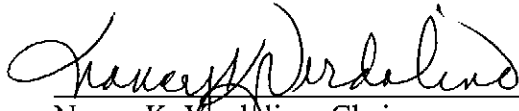
1. **EMPLOYMENT:** The Board agrees to employ Diane M. Hepp Marshall as the Library’s Director and she agrees to accept that employment subject to the terms and conditions of this Contract.
2. **TERM:** The Director shall be employed under the terms of this Contract commencing on July 14, 2008 and ending June 30, 2009.
3. **TERMINATION:** Notwithstanding the provisions set forth in paragraph two above, in the event that the Director desires to terminate this Contract before the term of service shall have expired, she may do so by providing the Board with at least thirty (30) calendar days written notice of this intention. Notwithstanding the provisions set forth in paragraph two above, nothing in this Contract shall affect the Board’s right to terminate the Director for cause at any time after a hearing, subject to the provisions of MGL c.39, §23B.
4. **DUTIES:** The Director shall perform faithfully, to the best of her ability, the duties of a Library Director as set forth in Mass. General Laws and the Bylaws of the Town of Hopedale as directed by the Board, as well as those enumerated in the Library Director Job Description which is incorporated herein by reference.

5. **BENEFITS:** The Director shall be entitled to all benefits currently available to salaried, non-union employees in accordance with the Town of Hopedale Personnel Benefits Bylaw. Ms. Marshall will be entitled to an additional three (3) vacation weeks per year (15 business days).
6. **REIMBURSEMENT FOR EXPENSES:** The Director will be reimbursed for all expenses reasonably incurred in the performance of her duties under this Contract and for professional development, provided that those expenses fall within the approved budget. Attendance at job-related meetings and/or functions must be approved in advance by the Board to qualify for expense reimbursement. Mileage reimbursement shall be at the prevailing Town rate.
7. **RELATIONSHIP BETWEEN THE BOARD AND THE DIRECTOR:** The Director shall report to the Chairman of the Board and his/her designee for the day to day operation of the Library.
8. **PERFORMANCE:** The Director shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Board and the Director and shall be reduced to writing.
9. **ENTIRE AGREEMENT:** This Contract embodies the whole agreement between the Board and the Director. There are no inducements, promises, terms, conditions, or obligations made by or entered into by either party other than those contained therein. This Contract may not be changed, except by mutual agreement of the Board and the Director.
10. **INVALIDITY:** If any paragraph or part of this Contract is made invalid under Mass. General Law and/or the Town of Hopedale Bylaws, it shall not affect the remainder of said agreement, but said agreement shall be binding and effective against all parties.
11. **SALARY:** Effective July 14, 2008, the Director shall be compensated at a weekly rate of \$957.85 (\$50,000/52.2). Negotiations shall take place between the Director and the Board for increases in compensation for FY10. Any compensation increases recommended shall be contained within the Library Budget and will be subject to funding approval at each (May) Annual Town Meeting, to become effective typically on July 1st of the next fiscal year.
12. **CONTINUANCE:** In or around each December, the Board shall conduct an evaluation of the Director's performance during the previous year. The Board and Director agree that if the Board is considering a Contract extension, negotiations for a successor Contract shall commence in January 2009.

THE PARTIES herein sign and seal this agreement and a duplicate thereof
this 24 day of ~~July~~, 2008.

June

BOARD OF TRUSTEES



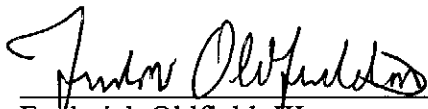
Nancy K. Verdolino, ~~Chairperson~~

LIBRARY DIRECTOR



Diane M. Hepp Marshall

Katherine M. Wright



Frederick Oldfield, III, ~~Chairperson~~