

MEMORANDUM OF UNDERSTANDING - CONDITIONS OF EMPLOYMENT

between the \_\_\_\_\_ Library of \_\_\_\_\_, New Hampshire and  
name of city, state

This agreement, made and entered into this **date**, by and between the **Library, city**, New Hampshire, acting through its Board of Library Trustees with its principal place of business at **street address, town**, New Hampshire (hereinafter "Library" or "Employer") and **name** of **city, state** (hereinafter "Employee"), witnesseth:

Whereas, the Library desires to retain the services of a qualified library management individual to administer the affairs of the **Library** as governed by the Board of Library Trustees; and,

Whereas, the Employee is well-qualified and experienced as a library management professional, and is ready, willing and able to provide the services required by the Library hereunder;

Now, therefore, it is mutually agreed as follows:

**I. Services to be Performed by Employee:**

The duties and responsibilities set out in the **Library** job description for the position of Library Director used for the **library** Personnel Policy, as that job description may be amended from time to time; and

Such other and future duties as may be required from time to time by the Board of Library Trustees, or under any applicable Federal, State or Local law, rule, regulation or ordinance.

**II. Employee's Salary:**

The Library agrees to pay the employee an annual base salary of \$\_\_\_\_\_ (Grade **X**, Step **x** of the 2015 **town** Wage and Salary Scale) while serving in the capacity of Library Director, payable every two weeks at the same time as other employees of the Town are paid.

Upon successful completion of a twelve (12) month probationary period, the Library agrees to increase the employee's annual base salary to \$----- (Grade **X**, Step **X** of the 2015 **town** Wage and Salary Scale).

The **Library** agrees to increase this base salary by any appropriate step increases or Cost of Living Adjustments (COLA) in the same manner as other employees of the **Library** as outlined in the Personnel Policy.

In addition, the Employer may increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Board of Library Trustees may determine is desirable to do so on the basis of an annual performance and salary

review of said Employee. Said reviews are to be conducted near the Employee's anniversary date.

**III. Probationary Period:**

In conformance with the provisions of the library Personnel Policy, the Employee shall have an initial probationary period of twelve (12) months from the date of hire.

**IV. Hours of Work:**

This position is based on a XX hour work week. It is recognized that the Employee must devote a great deal of time outside the normal Library's hours in order to perform the business of the Employer. This time not only involves hours that are spent at the Employer's work place, but at various activities and meetings that are held away from the Employer's work place, or on occasion work that is performed at home.

**V. Termination and Severance Pay:**

In the event the Employee is terminated by the Board of Library Trustees for just cause, then the Employer agrees to pay the Employee, within five days of termination, a lump sum cash payment for all accrued leave credited to the Employee prior to termination. This would be under the same provisions for other employees as outlined in the Personnel Policy.

In the event the Employee is terminated by the Board of Library Trustees for reasons other than just cause or the Board of Library Trustees by majority vote simply desires a change in administration, during which time the Employee is willing to perform his duties under this agreement, then the Employer, in addition to the lump sum cash payment for all accrued leave credited to the Employee prior to termination, shall continue to pay the Employee's salary and benefits at the same time as other employees of the Town are paid for a period of one (1) month for each year of employment with the Library up to a maximum of six (6) months after termination.

For the purpose of this section, "just cause" shall be considered to include the list of violations or issues contained in the Personnel Policy under Section X – Disciplinary Procedures as currently defined or as may be amended in the future affecting all Library employees.

In return, the Employee agrees to provide a one (1) month notice to the Board of Library Trustees of a voluntary separation of employment.

**VI. Benefits of Employment:**

Earned Time Leave: The Library agrees to provide Earned Time Leave to the Employee based on the accrual process, and allowance of leave will occur in accordance with the Town of xxxxx Personnel Plan, as may be amended from time to time.

Health & Dental Insurance: The **Library** agrees to provide Health, Dental and Disability Insurance coverages in accordance with the terms of the Town of **xxxxx** Personnel Plan, as may be amended from time to time.

Retirement: The Library agrees to maintain the employee in the New Hampshire Retirement System (NHRS) in accordance with the Town of **xxxxx** Personnel Plan, state law and NHRS regulations & by-laws.

Longevity Pay: The Library agrees to provide Longevity Pay benefits to the Employee in accordance with the Town of **xxxxx** Personnel Plan, as may be amended from time to time.

Other Terms: The employee is entitled to all other fringe benefits given to full-time town employees in accordance with the Town of **xxxxx** Personnel Plan as may be amended from time to time.

## **VII. Professional Development:**

The Employer agrees to budget for and to pay reasonable travel and subsistence expenses of the Employee to certain Board of Library Trustee approved conferences, courses and seminars which are relative to the position of Library Director, and which would benefit both the Employee and the Employer. Although the Employer will pay for expenses through the allocation included in the Library's annual operating budget, the Employer encourages the Employee to cost-share in the total expenses associated with various conferences, courses and seminars.

The Employee shall be entitled to participate in the annual conferences of the N.H. Library Association (NHLA); NH Library Trustee Association (NHLTA); New England Library Association (NELA); CHILIS and/or other similar conferences, courses and seminars within the confines of the Library's budget allowance.

Nothing in this section shall be construed as meaning to pay travel expenses in connection with meetings of any official Library or Town of **town** Board, Commission or Committee held in **town**.

## **VIII. Dues and Subscriptions:**

The **xxxxx** Library agrees to budget and to pay for the professional dues and subscriptions of the Employee in certain professional organizations which are necessary and/or desirable not only for the good of the Employer, but for the Employee to properly fulfill the duties of Library Director.

These professional organizations may include, but are not limited to, the N.H. Library Association (NHLA); NH Library Trustee Association (NHLTA); New England Library Association (NELA) and CHILIS.

**IX. Mileage Reimbursement:**

The Employer recognizes that the Employee will need the use of a motor vehicle from time to time in order to fulfill the requirements of his position. In accordance with the Town of Auburn Personnel Policy, the xxxxx Library shall provide mileage reimbursement to the Employee at the rate then established by the U.S. Internal Revenue Service for the documented mileage of the Employee's personal vehicle used for Library business.

**X. Other Terms and Conditions of Employment:**

The Board of Library Trustees shall fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law. The attached job description is incorporated as part of this agreement.

All provisions of the xxxxx Library and the Town's policies, regulations and rules of the Employer, relating to earned time leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also apply to the Employee as they would to other employees of the Employer, in addition to said benefits enumerated specifically for the Employee as provided in this agreement.

**XI. Indemnification of Employee:**

The xxxxx Library and the Town shall provide the Employee with full indemnification from legal action as outlined in RSA 31:105; 31:106, and 491:24 while in service to the xxxxx Library and the Town of xxxxx and acting within the scope of the position to which he/she is legally appointed to serve.

**XII. Entire Agreement:**

This Employment Agreement contains the entire agreement of the parties unless otherwise provided for by law or local regulation. This Employment Agreement may be amended or modified in the future only by mutual agreement of both parties and by instrument in writing executed by both parties.

**XIII. Effective Date and Term:**

This Agreement shall commence on **date** and shall remain in effect for a period of two (2) years, through **date**. The Agreement will automatically renew for successive one (1) year terms unless either party has provided written notice of intent to non-renew at least ninety (90) days prior to the expiration of the then current term.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement.

Employee:

For the Library:

\_\_\_\_\_  
**Name**  
Library Director

\_\_\_\_\_  
**name**, Chair

\_\_\_\_\_  
Witness to All

\_\_\_\_\_  
**name**, Trustee

\_\_\_\_\_  
**name**, Trustee  
BOARD OF LIBRARY TRUSTEES

Dated: \_\_\_\_\_