

FITCHBURG PUBLIC LIBRARY  
BOARD OF TRUSTEES

Board of Trustees  
June 13, 2018, 6:30 P.M.

FITCHBURG PUBLIC LIBRARY  
610 Main Street, Fitchburg, MA

PUBLIC COMMENT

Members of the public in attendance will state their name for the minutes. Any member of the public who wishes to comment on any item appearing on this agenda may do so for no more than three (3) minutes before the meeting is called to order. Individuals must indicate the agenda item that they wish to address, and speak clearly so all in attendance may hear.

CALL TO ORDER

APPROVAL OF THE MINUTES of May 9, 2018.

CHAIR'S REPORT

Budget meeting report  
Building Project report  
Nominating Committee

LIBRARIAN'S REPORT

Correspondence  
Programs—summer reading, Block Party, A Piece of my Heart  
Conferences and meeting reports

COMMITTEE REPORTS

Finance Committee—C. Christie  
Legislative Affairs  
Policy Committee

NEW BUSINESS

FY19 Trust Fund Budget (vote)  
Holiday hours  
Close on Saturday, September 1 (carpet cleaning)  
Close at 3 on Thanksgiving Eve  
Close at 2 on Christmas Eve  
Close at 2 on New Year's Eve

OLD BUSINESS

EXECUTIVE SESSION

Director's contract

ADJOURNMENT

FITCHBURG PUBLIC LIBRARY  
BOARD OF TRUSTEES  
June 13, 2018

FITCHBURG PUBLIC LIBRARY  
610 Main Street, Fitchburg, MA

Trustees present were: Chair Jim Walsh, Matthew Bruun, Robert Favini, Joanne Huse, Cynthia Jones, Joan McWilliams and Michael Phaneuf. Also present were Director Sharon Bernard and Asst. Director Jean Tenander.

PUBLIC COMMENT

There was no public comment.

CALL TO ORDER

The meeting was called to order at 6:30 p.m.

APPROVAL OF THE MINUTES

The minutes of the May 9, 2018, meeting were approved.

CHAIR'S REPORT

The Mayor approved the submitted budget but the requested additional position was excised.

The Advisory Committee for the building project met today. Director Bernard and Chair Walsh were in attendance. In addition to the committee members present there were also 2 tax attorneys familiar with new market tax credits. There was discussion of the feasibility of applying for new market tax credits as a way to raise money for the Library. More research will be done

Chair Walsh said the City Code states that the Board have annual elections for the positions of Chair, Treasurer, and Secretary. Joan McWilliams is the Chair of the Nominating Committee.

LIBRARIAN'S REPORT

Director Bernard reported on conferences and meetings she had attended. She spoke at the NewVue Annual meeting about what the Library is hoping to do with our building. Three other buildings were presented—City Hall, the Fitchburg State Theater Block, and the Fitchburg Arts Community complex. 60 or 70 people were at the meeting.

Director Bernard spoke about the Library and its building plans to the Chamber of Commerce Leadership Committee the month before.

She said the library project is being included as part of MassDevelopment's designation of the city's downtown district under its Transformative Development initiative program.

Director Bernard talked briefly about summer programming. She said the LST grant was winding down and that the books had been distributed to the children. She talked about staffing the book sale for the Block Party.

Natane Halasz, our Young Adult Librarian, is leaving unexpectedly and taking a position as Director of the Leverett Library in Leverett MA. Director Bernard is planning to hire a Youth Services Supervisor to replace her.

Lisa Lapidas has been hired as a temporary, 19-hours a week, circulation employee for the summer.

#### COMMITTEE REPORTS

*Finance Committee-* Director Bernard said we would be receiving funds from the estate of Chris Christie from Groton, MA. She said she working hard to use only the interest received on the trust funds.

*Legislative Affairs—*Director Bernard said she does not know where the state budget stands as of the moment.

*Policy Committee-* Director Bernard is working on finalizing the hotspot policy.

#### NEW BUSINESS

Director Bernard does not yet have the Trust Fund Budget.

The Trustees voted on holiday hours as follows:

Closed Sat. Sept. 1 (carpet cleaning)

Closed at 3 on Thanksgiving Eve

Closed at 2 on Christmas Eve

Closed at 3 on New Year's Eve

#### OLD BUSINESS

There was no Old Business

#### EXECUTIVE SESSION

Director's contract

#### ADJOURNMENT

Respectfully submitted  
by Jean Tenander for  
Cynthia Jones

Fitchburg Public Library  
Employment Contract for Library Director

This contract is made this \_\_\_\_\_, by and between the Board of Trustees of the Fitchburg Public Library (Board or Trustees) and Sharon A. Bernard (Library Director or Director). The Board's power to contract with the Library Director is derived through Massachusetts General Laws, Chapter 78, Section 34.

1. EMPLOYMENT: The Board affirms that Sharon A. Bernard, Director of the Fitchburg Public Library (FPL) of Fitchburg, Massachusetts, was hired in 2009, and she hereby agrees to continue employment with the following terms and conditions, and subject to the personnel policies and regulation established by the City of Fitchburg and/or the Contract between the City and the FPL Staff Association, and any amendment or revision thereof, unless inconsistent with this contract.

2. TERMS: The Director shall be employed for a three-year period effective June 13, 2018, which term shall be automatically extended for a period of one year at a time unless either party hereto gives written notice to the other by April 1 that that party does not wish to extend this agreement. Notwithstanding, the Director's conditions of employment shall be set forth in the City of Fitchburg City Ordinance and other City documents, except as specifically modified by this agreement.

3. COMPENSATION: The Board shall establish the Director's starting salary. Future salary adjustments shall be made in accordance with applicable City Ordinance and personnel policies. As of \_\_\_\_\_, the Director shall be paid on Grade 14, Step \_\_. The annual salary is in the amount of \$87,880, and shall be paid in equal bi-weekly installments. Year two of Grade 14, Step 5, shall begin July 1, 2018. Thereafter, the Director's annual salary shall be governed by the City of Fitchburg's Ordinance 95-2017, amended May 2, 2017. In event the Director's services are terminated during the fiscal year, the salary will be prorated for time actually served.

4. DUTIES: The Director shall perform the duties of the Library Director's position as outlined in the job description approved by the Board of Library Trustees, and such other duties as assigned by the Trustees.

The Trustees have established a Collection Development Policy, which may from time to time be amended by them, which are hereby made a part of the Agreement. This Collection Development Policy include, but is not limited to, the selection of library materials and the use of these library materials and facilities in compliance with the Library Bill of Rights and the Freedom to Read statement of the American Library Association, and related other policies, resolutions, and statements defining the principles set out in the basic documents of intellectual freedom. The governance of these is the responsibility of the Director. The Director may not be terminated for acting in good faith with these policies.

5. HOURS OF WORK: The Director shall be required to work a minimum of 35 hours per week. She shall devote the amount of time necessary to discharge the duties of the position and to manage the staff effectively, professionally, and diligently. This may require evening and

weekend hours. The parties agree the Library Director is an exempt employee for the purposes of the Fair Labor Standards Act. The Director shall be granted a day off with pay for each of the holidays listed below, in addition to other holidays or closed days that may be declared by the City, State, or Federal government.

New Year's Day	Labor Day
Martin Luther King Day	Columbus
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Christmas Day	Fourth of July

Because the library is open the Day after Thanksgiving Day, the Director may be required to work. If that happens, she will be given 1/5 of her work week as an additional Personal Day to be taken as the schedule allows. The same pertains to any holiday that falls on a Saturday. The library will close on the Saturday but be open on the Friday which the City celebrates as the holiday therefore, the Director will be given 1/5 of her work week as an additional Personal Day to be taken as the schedule allows.

6. VACATION AND SICK LEAVE: Vacation time shall follow the professional schedule as described in the Agreement between Fitchburg Public Library Staff Association and the City of Fitchburg. Sick and other paid leave shall be set forth by City of Fitchburg Ordinance.

7. ANNUAL REVIEW: The Board shall conduct an annual review of the Library Director's job performance using the form supplied by the City's Human Resource Department. The full Board shall agree on the schedule and process for the review. It will focus on, but not be limited to,

- A. Implementation and administration of the collective bargaining agreement with the Fitchburg Public Library Staff Association;
- B. Administration of library services, personnel and facility;
- C. Preparation of budgets, reports, policy recommendations, and other relevant documents;
- D. Maintenance of complete and accurate records of finances and inventory;
- E. Implementation of goals and objectives of an approved strategic, or long range, plan;
- F. Bringing to the Board of Trustees institutional issues necessitating Board action;
- G. Providing assistance and direction to the Board;
- H. Administration of policy; interpretation of policies to staff and public;
- I. Carrying out all duties that may be assigned by the Board.

If any additional factors will form part of the review, the Board will give the Director reasonable notice of these.

8. PROFESSIONAL ACTIVITIES AND PROFESSIONAL DEVELOPMENT: The Director may accept speaking, writing, lecturing, or other engagements of a professional nature as she sees fit, provided they do not interfere with her duties as Director. The Trustees agree to pay annual membership dues in professional organizations and for courses, seminars, and

conferences as approved by the Board in advance of attendance. The Director will be reimbursed for mileage at the IRS rate for all travel outside City limits when using a personal vehicle for Library business. The Library Director shall be reimbursed as deemed appropriate by the Board for reasonable expenses (travel, lodging, and meals) incurred to attend conferences and professional development workshops as directed by the Board.

9. PERSONAL LEAVE DAYS: Each month the Director does not report out sick, she shall earn one-half (1/2) day of personal time each month. If no sick leave is used for a consecutive period of six (6) months, she shall earn one additional day. Eight (8) personal days may be carried over to the following year. Five personal days may be exchanged for one week's salary when the Director has accumulated six (6) or more days.

10. SICK LEAVE: The Director shall be granted fifteen (15) sick days each calendar year to be credited on January 1 of each year. Upon retirement or death, the City agrees to pay the Director, her designated beneficiary, next of kin, or estate for all unused accumulated sick leave at a rate of 25% of her most recent full time pay rate but no more than \$10,000. Application must be made within six (6) months of death or retirement from employment to be eligible for the payment.

11. TRAVEL: The City will reimburse the Director for mileage at the IRS rate for all travel outside City limits when using a personal vehicle for Library business. Travel expenses when the Director is authorized by the Board of Trustees to use her own vehicle, or travel by train, in the performance of her duties, shall be reimbursed as follows:

- Mileage reimbursement shall be at the annually established rate set by the Internal Revenue service for Federal Income Tax purposes.
- The Director shall submit a log indicating the purpose of the travel, the mileage traveled, and any additional charges such as tolls. If travel is by train or other means, receipts must be submitted along with the travel log.

12. FRINGE BENEFITS: The Director shall be entitled to all additional benefits outlined in the City of Fitchburg Ordinance and/or the FPL Staff Association Contract which include paid holidays, vacation, bereavement leave; longevity, group insurance, and all other benefits currently available to other City employees which include, but are not limited to, health insurance, life insurance, and retirement benefits.

13. TERMINATION: During the term of this contract, or such valid extension of that term, the Director shall have a right to continue in that same job so long as she remains able and willing to perform the duties and obligations set forth in this Agreement. While the contract is in force, employment may nevertheless be terminated or substantially modified upon the Trustees written finding that the Director has been derelict of duties described herein.

The following terms and procedures are established for the termination of this contract before the expiration of its term.

A. Termination by the Board for Cause:

The Board may terminate this contract at any time for good cause after notice and hearing. The Board shall have cause to terminate this contract if any of the following have occurred: (1) gross misconduct by the Director; (2) insubordination by the Director; (3) any material breach of this contract by the Director; (4) failure to carry out the job duties as set forth in the Library Director's position description; and (5) in compliance with Massachusetts law against discrimination, as provided by Mass. General Laws, Chapter 151B, conviction of, plea of guilty by, or admission by the Director of facts sufficient to enter a finding of guilt for any felony or misdemeanor other than a first conviction for any of the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray, or disturbance of the peace.

If the Board terminates this contract for cause, all compensation and benefits that the City or Board have provided to the Director pursuant to this contract or otherwise shall cease as of the date of termination, provided, however, that the Director shall receive any salary earned but unpaid through the date of termination, including any accrued but unused vacation time, and she shall continue to receive her monthly salary for a period of one (1) month after the date of termination (the Termination Benefit). The payment of the Termination Benefit, less the usual deductions and withholdings, shall be made in accordance with the City's usual payroll practices.

B. Termination by the Board for Other than Cause:

The Board may terminate this contract at any time for other than cause.

If the Board terminates this contract for other than cause, all compensation and benefits that the City or Board have provided to the Library Director pursuant to this contract or otherwise shall cease as of the date of termination, except that the Director shall receive payment for any salary earned but unpaid through the date of termination, including any accrued but unused vacation time. Further, the Director shall continue to receive her monthly salary and benefits, but expressly excluding the accrual of vacation time, for a period of one (1) month after the date of termination (the Severance Benefit) for each year of employment as Director or portion thereof, provided that she first executes a comprehensive release in the form, and of a scope, acceptable to the Board.

C. Resignation:

The Director may resign her employment under this contract at any time by submitting six (6) weeks' written notice to the Board. The Board, in its sole discretion, may allow a shorter period of notice. During the six (6) week or any shorter notice period, the Director may not take any vacation leave unless expressly permitted by the Board in writing.

If the Director resigns, all compensation and benefits that the City or Board have provided to the Director pursuant to this contract or otherwise shall cease as of the effective date of resignation, except that the Director shall receive payment for any salary

earned but unpaid through the effective date of resignation, including any accrued but unused vacation time.

14. GOVERNING LAW: This contract shall be governed by, construed, and enforced in accordance with the law of the Commonwealth of Massachusetts, without regard to conflict of law principles. The Director submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this contract.

15. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Trustees and the Director, and may be amended only in writing.

This contract supersedes all prior agreements, negotiations, and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

15. INVALIDITY: If any paragraph, part of or rider to this agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

16. This agreement shall be executed in two counterparts, each of such shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 13th day of June in the year 2018.

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Jim Walsh, Chair  
Fitchburg Public Library Board of Trustees

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Sharon A. Bernard  
70 Sawmill Pond Road  
Fitchburg, MA 01420