

Library Director Employment Agreement

THIS AGREEMENT, made as of July 1, 2024, by and between the Board of Trustees of the Upton Town Library, hereafter referred to as the “Trustees”, and Matthew Bachtold., Library Director, hereinafter referred to as the “Director”.

In consideration of the promises herein contained, the parties mutually agree as follows:

- 1. EMPLOYMENT:** The Trustees hereby employ Matthew Bachtold as Director of the Upton Town Library of Upton, Massachusetts, and the Director hereby accepts employment under the following terms and conditions:
- 2. TERMS:** The Director shall be employed for a 12 (twelve) month period commencing on July 1, 2024, at the Grade 8 level.

The Director can be terminated during the term of this contract for cause, However, written notice containing the reasons thereof shall be given to the Director. The Director may request a hearing before the Board of Trustees.

- 3. COMPENSATION:** The Director shall be paid at the annual rate of \$88,030.08 for Fiscal Year 2025, starting at the commencing date of this contract as defined in Section 2. In the event the Director’s services are terminated during the period of the contract defined in Section 2, the salary will be prorated for the time actually served.
- 4. DUTIES:** The Director shall perform the duties of the Director as outlined in the job description for the Library Director approved by the Personnel Board and under the general oversight of the Trustees and perform any other reasonable duties assigned by the Trustees. The Director shall follow the written personnel policies and amendments thereto approved by the Town meeting excepting those that are in conflict with the tenets of the American Library Association policies. The exception or exceptions will require a vote of approval of the Board of Trustees of the Upton Town Library.

The Director shall follow the written policies of the Trustees but not be disciplined for acting in good faith as defined in M.G.L. Chapter 78, Section 33.

- 5. PROFESSIONAL ACTIVITIES:** The Director may accept speaking, writing, lecturing or other engagements of a professional nature as the Director sees fit, provided they do not interfere with the Director’s employment and duties related thereto.

- 6. REIMBURSEMENT FOR EXPENSES:** The Town of Upton shall reimburse the Director for expenses reasonably incurred in the performance of the Director's duties under this contract. Such expenses shall be determined and voted by the Trustees and shall not include travel to and from work.
- 7. FRINGE BENEFITS:** The Director shall be entitled to the fringe benefits outlined in the Town Personnel By-Law on the commencing date of this contract as defined in Section 2. The Fringe Benefits (Clause #7) may be amended during the period of the above dated contract upon agreement of both parties. If either one of the parties refuses to consider the proposed amendments, then the fringe benefits will remain as stated in the first sentence of Clause #7.
- 8. DIRECTOR'S RIGHTS AND GRIEVANCES:** The procedures to be followed are outlined in the Personnel By-Law.
- 9. ENTIRE AGREEMENT:** This contract embodies the whole agreement between the Trustees and the Director, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.
- 10. 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.
- 11. COUNTERPARTS:** This agreement shall be executed in two counterparts, each of such shall be deemed to be the original, and both taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have here unto signed this Agreement in two counterparts thereof this day of June 10, 2024.

Matthew Bachtold
Library Director

Chairman
For the Board of Trustees
By Vote