

**AGREEMENT BETWEEN
THE TOWN OF SOUTHBOROUGH
AND
LIBRARY DIRECTOR RYAN DONOVAN**

THIS AGREEMENT is made and entered into in accordance with Chapter 78, Section 34 of the Massachusetts General Laws this 14th day of July, 2025, by and between the Town of Southborough, Massachusetts, a municipal corporation (the “Town”), acting by and through the Southborough Library Board of Trustees (the “Board”), and Ryan Donovan (the “Library Director” or the “Director”) (each, a “Party” and together, the “Parties”).

WITNESSETH:

WHEREAS, Ryan Donovan has been the Director of the Southborough Library (the “Library”) since about May 5, 2014;

WHEREAS, the Board desires to retain the services of Ryan Donovan as the Director of the Southborough Library;

WHEREAS, the Board, under Chapter 78, Section 34 of the Massachusetts General Laws may contract with the Director for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Director;

WHEREAS, it is the desire of the Board to retain the services of the Director, and to induce him to remain in such employment; and

WHEREAS, Ryan Donovan agrees to accept his continued employment as the Director of the Southborough Library.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1 Job Duties

- A. The Director shall diligently and timely perform the duties specified in the Massachusetts General Laws and the Town Bylaws, which are incorporated herein by reference, and such other duties as the Board may from time to time legally assign to the Director. In addition, the Director’s job duties shall include, without limitation, the following:
 - i. Managing and supervising all Library operations and facility maintenance;
 - ii. Assisting the Board in developing and implementing Library policies and procedures;

- iii. Ensuring that the Library is efficiently and effectively providing its services to the Town residents and the public;
- iv. Overseeing and monitoring Library staffing levels, assigning Library personnel, developing Library work schedules, performing all personnel management functions for Library employees, including recommending staff appointments, discipline, and other employment actions;
- v. Providing necessary materials to maintain town personnel records;
- vi. Creating and maintaining long-range planning for library services in accordance with Federal, State and local guidelines;
- vii. Providing the means and direction for staff to access up-to-date information on improving Library services;
- viii. Promoting Library services to the community, which includes coordinating with Federal, State and local officials, other Town departments and agencies, as well as facilitating all associated community relations related tasks;
- ix. Developing the Library's operating and capital budget for presentation to the Board and other town officials or boards/committees;
- x. Managing funds appropriated in addition to budgets associated with grant awards and reporting of such funds;
- xi. Overseeing the selection and ordering of books, resources, and other written and digital materials in accordance with policies adopted by the Board;
- xii. Developing, promoting and publicizing Library activities;
- xiii. Planning and executing all Library programs;
- xiv. Representing the Library at ceremonial occasions in the community and at professional meetings;
- xv. Attending local, State and regional professional meetings; and
- xvi. Serving on professional councils and committees as the need or opportunity arises.

B. The Director shall, whether on or off duty, act in the best interest of the Town and in accordance with his duty of loyalty to the Town as a Town employee.

C. The Director shall, at all times in performing services under this Agreement, comply with all applicable Federal, State, and local laws, regulations, and policies including, but not limited to, G.L. c. 268A. The Director has access to an extensive amount of highly

confidential information relating to the Town, the disclosure of which may cause serious repercussions and which the Director shall keep confidential.

- D. The Director warrants he has no public or private interest, and shall not acquire directly or indirectly any such interest, that would conflict with performing his job duties as such.
- E. The Parties recognize and acknowledge the reserved inherent administrative authority of the Board to supervise and regulate the Library Director position in the public interest, and to add to such duties and responsibilities as necessary for the public welfare and to promulgate further rules and regulations consistent with the intent and purpose of Massachusetts General Laws, the Town's bylaws, and this Agreement.
- F. The Director shall report to all Board meetings he is required to attend unless duly excused. The Director shall meet with the Chair of the Board upon request. The Director shall meet with the other members of the Board upon request with reasonable notification.
- G. The Director will devote his full time and attention while on duty to the business of the Library and will not engage in any other business, except with the approval of the Board.

SECTION 2 Hours of Work

- A. The Director position is a full-time professional position that requires approximately 40 hours of work per week, which shall generally be performed during normal Library hours of operation.
- B. The Director will devote full time and attention to the business of the Library, which may require that he work in excess of 40 hours per week and/or that he work outside of normal Library hours of operation when necessary.

SECTION 3 Appointment and Term

- A. Subject to annual appropriation by Town Meeting and to the terms and conditions of this Agreement, the Board, by majority vote on July 14, 2025, hereby appoints Ryan Donovan as Director of the Southborough Library in accordance with Chapter 78, Section 34 of the Massachusetts General Laws, as amended, for a term of three years beginning on July 1, 2025 through June 30, 2028 and Ryan Donovan hereby accepts said appointment.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to suspend and/or terminate the services of the Director at any time, subject only to the provisions set forth in this Agreement, and any other applicable law.
- C. The Director shall have an affirmative obligation to notify the Board six months prior to the expiration of this Agreement that said Agreement is expiring and requires renegotiation, at which time the Board shall review this Agreement and notify the Director of its decision to renew or not to renew the same at least three months prior to the expiration thereof. If the Board decides to renew the Agreement, then either the Board

or the Director may request that the provisions be renegotiated; otherwise, the Parties may agree to a one-year extension of this Agreement upon the same terms as set forth herein.

- D. If the Director decides not to renew the Agreement, he must notify the Board of the same, in writing, at least six months before its expiration.
- E. It is expressly understood that a decision not to renew this Agreement shall not be construed as a discharge requiring a hearing under this Agreement or any other provision of law.

SECTION 4 Termination and Severance Pay

This Agreement shall terminate and be deemed null and void upon the occurrence of any of the following:

- A. A majority of the Board shall be required to terminate the employment of the Director, who serves at the will of the Board, upon proper notice, and after hearing at which the Director shall have the right to be represented by counsel. For the purposes of this Agreement, cause shall include, but not be limited to, the following: inefficiency, namely the inability to complete assignments in a timely manner on a routine basis in accordance with principals of reasonable care; neglect, namely failure to perform the duties of the position in a reasonably competent manner; insubordination; conduct unbecoming; misconduct; or for other cause shown. For the purposes of this paragraph, proper notice shall be forty-eight (48) hours' written notice delivery by electronic mail, first class mail or in-person delivery. The Director shall have the option of choosing whether or not any such hearing shall be closed or open to the public. If the Director is terminated for cause as set forth in this paragraph, the Town shall have no obligation to pay the severance sum provided in Subsection B below.
- B. If the Board terminates the Director other than for cause, without a hearing, or requests that he resign prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Director a lump sum cash payment of four (4) months' salary plus any other accrued benefits to which he may be entitled by law or this Agreement, payable within ten (10) business days of the Director's execution of a mutually-agreeable form of a full and complete release of any and all rights, claims, or causes of action, both known and unknown, whether in law (inclusive of action, including, without limitation, the Massachusetts Wage Act), equity, or otherwise, that the Director may have against the Town, including all of its employees, elected or appointed officials, officers, agents, representatives, and attorneys of such entities.
- C. If the Director voluntarily resigns from his position with the Town before the expiration of the term of this Agreement, the Director shall give the Town sixty (60) days' written notice in advance, unless the Parties agree otherwise in writing. A copy of said resignation shall be filed with the Town Clerk. During said notice period, the Director may not take vacation leave unless approved by the Board, through its Chair. During this period, the Director

shall continue to perform the duties of the position in a professional and competent manner and shall, if requested, cooperate with the Board in its search for a successor. However, the Board, in its sole and unfettered discretion, may elect to accept the Director's resignation, effective immediately, and upon such election, the Director shall be paid through the date of acceptance. The Director shall be paid through the date of resignation or acceptance of resignation, as may be applicable, plus any other accrued benefits to which he may be entitled by law or this Agreement. In the event of resignation as set forth in this paragraph, the Town shall have no obligation to pay the severance sum provided in Subsection B above.

- D. If the Director is permanently incapacitated or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or other failure of health, for a period of four (4) successive weeks beyond any accrued sick leave and vacation leave, or beyond the requisite Family Medical Leave Act period, whichever is greater, the Board shall have the right, then or at any time during the period of incapacity, to terminate this Agreement, subject to the severance pay requirements of Subsection B above, without prejudice to the Director's rights to disability benefits from any source.
- E. If the Director dies during the Term of this Agreement, the employment relationship created hereby shall terminate and the Director's estate shall be paid through the date of death, plus any other accrued benefits to which he may be entitled by law or this Agreement. In the event of death as set forth in this paragraph, the Town shall have no obligation to pay the severance sum provided in Subsection B above.
- F. If either party determines not to renew this Agreement, the employment relationship created hereby shall terminate and the Director shall be paid through the date of services rendered hereunder. The Board shall provide the Director with ninety (90) days' written notice of its decision not to renew. It is expressly understood that a decision not to renew this Agreement shall not be construed as a termination from employment requiring a hearing under any other provision of law. In the event of non-renewal as set forth in this Subsection F, the Town shall have no obligation to pay the severance sum provided in Subsection B above.

SECTION 5 Salary

- A. Subject to annual appropriation by Town Meeting and to the terms and conditions of this Agreement, and while he is engaged as and performing the duties set forth in Section 1 above, the Town agrees to pay the Director for services rendered pursuant hereto:
 - i. From July 1, 2025 to June 30, 2026, the Director shall receive an annual salary of \$51.60 per hour as set forth in the Town's Salary Administration Plan (the "SAP").

- ii. From July 1, 2026 to June 30, 2027, the Director shall receive an annual salary increase as set forth in the SAP and an annual performance stipend as set forth in Subsection B below;

From July 1, 2027 to June 30, 2028, the Director shall receive an annual salary increase as set forth in the SAP and an annual performance stipend as set forth in Subsection B below.

- B. By May 30 of the first and second years of this Agreement, the Board will complete a performance evaluation of the Director to determine whether the Board will approve a merit adjustment to increase his pay above the amount provided for in the Salary Administration Plan, based on whether the Director meets and/or exceeds the annual goals established with the Board of Library Trustees.
- C. The Town and the Director agree that the Town shall pay him in equal installments pursuant to the Town's current payroll cycle and procedures, less lawful withholdings and deductions. The Director agrees to receive this compensation via direct deposit.
- D. Subject to annual appropriation by Town Meeting, if the Director continues in office after the expiration of this Agreement, and there is no successor agreement or notice of non-renewal, the Director shall continue to receive the latest salary under this Section and the same benefits under this Agreement until the Director and the Town agree otherwise in writing. This Subsection C shall survive the termination of this Agreement.

SECTION 6 Benefits

A. *Vacation*

The Library Director shall accrue vacation leave on the same terms as other Town non-union employees under the Town's Salary Administration Plan, based on his date of hire.

B. *Holiday, Bereavement Leave and Personal Leave*

The Library Director shall be provided with the employee benefits set forth in the SAP.

C. *Sick Leave*

The Library Director shall accrue sick leave on the same terms as other Town non-union employees under the Town's Salary Administration Plan, capped at 120 days, with 20% of unused sick leave to be paid at retirement.

D. The Director may buy back up to five days of vacation time annually.

E. Subject to annual appropriation by Town Meeting, from July 1, 2026 to June 30, 2028, the Town will contribute to an I.R.C. Section 457 Deferred Compensation Plan an annual payment equal to 3% of the Director's annual salary.

SECTION 7 Professional Development

A. Subject to annual appropriation, the Town agrees to pay for the dues, subscription, registration, travel, and subsistence expenses of the Director for courses and other conferences not specified herein that are necessary for his professional development and jointly agreed by the Board and the Director. If the Director avails himself of said professional development opportunities, he must successfully complete the same, which successful completion shall be included as an element of any performance evaluation. If he fails to do so, he must repay the Town for the said professional development expenses.

SECTION 8 Expenses

- A. The Town, subject to approval by the Board, will reimburse the Director for reasonable and necessary expenses [based on the current IRS rate] related to and arising out of the Director's job duties, excluding costs associated with travel to and from work (commuting expenses).
- B. If the Director leaves the employment of the Town and serves as a witness in depositions, trials, or administrative proceedings as a representative of the Town, at the discretion of the Town, he shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment with the Town. This Subsection shall survive the termination of this Agreement.

SECTION 9 Indemnification

- A. To the extent permitted by G.L. c. 258, the Town shall defend, save harmless and indemnify the Director against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his job duties as Director, even if said claim has been made following his separation from employment, provided that the Director acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Director.
- B. The Town, or its designee/insurer, shall select the Director's attorney and determine if separate counsel is required. The Town shall be responsible to remit payment for any attorneys' fees and costs incurred by the Director in connection with such claims or suits involving the Director in his professional capacity. Notwithstanding the foregoing, if the Director refuses counsel selected by the Town, indemnification may be denied.

- C. The Town shall not be required to indemnify or hold harmless the Director for an intentional violation of the civil rights of any person or if he acted in a grossly negligent, willful, or malicious manner, or outside the scope of his authority.
- D. The Town shall not be required to indemnify or pay legal expenses or costs incurred for any proceeding, hearing, or appeal related to any action brought by either party to enforce this Agreement.
- E. This Section shall survive the termination of this Agreement.

SECTION 10 Other Terms and Conditions of Employment

- A. Subject to this Agreement, the Board, after discussion with the Director, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance, duties, and responsibilities of the Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town's bylaws, or any other general or special law.
- B. Any decision of the Board hereunder shall be by majority vote.
- C. It is expressly understood that a decision not to appropriate sufficient funds to support the compensation set forth in this Agreement shall not be construed as a dismissal, require a hearing, or trigger the removal procedures under this Agreement; and further, that no severance payments to the Director shall be required.

SECTION 11 Notices

- A. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, sent via certified mail, postage prepaid, addressed as follows:

Town:

Marguerite Landry, Chair
 Southborough Library Board of Trustees
 25 Main Street
 Southborough, MA 01772

Library Director:

Ryan Donovan
 2 Middlesex Rd
 Merrimack, NH 03054

B. Alternatively, notices required pursuant to this Agreement may be served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or left at the last and usual place of abode of the Director or as of date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 12 General Provisions

- A. The Director need not be a resident of the Town of Southborough.
- B. The text herein shall constitute the entire Agreement between the Parties. This Agreement contains the terms and conditions agreed upon by the parties as to the employment of Director with the Town. No other agreement, written, oral, express, or implied will be considered to exist to bind the Parties hereto.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Director.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. For the purposes of the Fair Labor Standards Act, 29 U.S.C., Section 201, *et seq.*, the Director shall be an “exempt employee.” There shall be no paid compensatory time, no paid overtime, and no additional compensation for additional time spent working beyond the prescribed or regularly scheduled operating hours.
- F. No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- G. This Agreement may be modified only by written agreement between the Director and the Board. No act or omission of any employee or agent of the Town shall alter, change, or modify any of the provisions of this Agreement.
- H. The Parties agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be settled in the Commonwealth of Massachusetts, Worcester County, or the United States District Court for the District of Massachusetts. The parties hereto consent to personal jurisdiction therein.
- I. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

J. Pursuant to Massachusetts General Laws Chapter 78, Section 34, this agreement shall not affect the Board's authority over the Director, including the power of appointment and removal. Further, nothing in this agreement shall be construed to abrogate or mitigate the Board's authority to promulgate rules and regulations, in the public interest, as to the administration of this appointment of the Director.

K. This employment Agreement is the result of negotiation and compromise by and among the Parties and no Party shall be prejudiced as having been the drafter of this employment Agreement.

IN WITNESS WHEREOF, this Agreement is signed and executed by the Southborough Board of Library Trustees and the Director who both have signed and executed this Agreement, both in duplicate.

**SOUTHBOROUGH BOARD OF
LIBRARY TRUSTEES**

Marguerite Landry
Marguerite Landry, Chair

Amy Yazdani
Amy Yazdani, Vice-Chair

Jane Davis
Jane Davis

David C. Ekberg
David Ekberg

Janet Maney
Janet Maney

Mary Tinti
Mary Tinti

01/14/25
Date

LIBRARY DIRECTOR

Ryan Donovan
Ryan Donovan

01/14/25
Date

Approved as to legal form and content

Katherine M. Feodoroff, Esq
Labor Counsel

A handwritten signature in blue ink, appearing to read "Katherine M. Feodoroff".