



# CITY OF WATERTOWN

## Board of Library Trustees

Pursuant to Chapter 2 of the Acts of 2023, the meeting and public hearing will be conducted with remote opportunities for participation. This meeting has only remote opportunities for participation with public access provided as listed below.

### BOARD OF LIBRARY TRUSTEES MEETING TUESDAY, MAY 23, 2023 AT 7:00 PM

#### AGENDA

#### ACCESS INFORMATION:

- A. The Public may join the virtual meeting online: <https://watertown-ma.zoom.us/j/84629615699>
- B. Public may join the virtual meeting audio only by phone: (877) 853-5257 or (888) 475-4499 (Toll Free) and enter Webinar ID: 846 2961 5699

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- 1. Call to Order
  - 2. Updates on the Library Director Search
    - A. Consideration and Action on proposal from Community Paradigm Associates
    - B. Consideration and Action on Library Director job posting
    - C. Consideration and Action on community member application form for the Preliminary Screening Committee
  - 3. Update on Interim Director search process
    - A. Consideration and Action on contracting with BiblioTemps re: the Interim Library Director position
    - B. Consideration and Action on City of Watertown job posting for Interim Library Director
  - 4. Date of next meeting
  - 5. Adjournment

May 10, 2023

Ms. Leanne Hammonds  
Watertown Board of Library Trustees  
123 Main Street  
Watertown, MA 02472

RE: LETTER OF ENGAGEMENT AGREEMENT

Dear Ms. Hammonds:

The purpose of this letter is to confirm the agreement between the Library of Watertown (the Library) and Community Paradigm Associates, LLC (Community Paradigm) concerning the engagement to provide recruitment services to the Watertown Public Library (Library) as a consultant.

**Consulting Services.**

Community Paradigm will provide services to the Library as described in the “Executive Recruitment Proposal-Library Director” to the Library Trustees (the Scope). The Proposal is attached to this Engagement Agreement as Attachment A.

**Relationship of Parties.**

It is expressly agreed that, when providing services to the Library under this Agreement, Community Paradigm and its employees and agents will be an independent contractor and will not be an employee of the Library of Watertown. It is also agreed that Community Paradigm shall have no right to make any commitments on behalf of the Library without express written consent of the Library of Watertown.

**Services for Others.**

During any period in which Community Paradigm is providing services as described within the Scope to the Library, Community Paradigm may choose to also provide services for others, provided that any such services do not give rise to a conflict of interest. It is expressly understood and agreed that Community Paradigm may provide recruiting services to other entities during the period of this Agreement.

**Compensation.**

As outlined within the Scope, the Library shall pay \$7,500 for services under this agreement, plus any reimbursements for costs associated with advertising, and any unusual printing and copying. Additional services beyond the basic services contained within the Scope will be billed at an hourly rate, with the prior approval of the Library.

**Taxes, Insurance, Benefits and Business Expenses.**

As an independent contractor, Community Paradigm shall be solely responsible for payment of all federal and state income taxes and Social Security and Medicare taxes and other legally required payments on sums received from the Library. Community Paradigm will also be solely responsible for insurance and assume all risk in connection with the adequacy of any and all such insurance that it elects to obtain.

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COMMUNITY PARADIGM  
ASSOCIATES, LLC

One Saddleback, Plymouth, MA 02360 |  
[www.communityparadigm.com](http://www.communityparadigm.com)

**Confidentiality.**

Community Paradigm shall comply with any policies and procedures of the Library for protecting confidential information and shall not disclose to any person (other than as required by law), or use for benefit or gain, any confidential information obtained incident to association with the Library. This obligation shall continue to apply after the termination of this Agreement regardless of the reason for such termination.

**Term and Termination.**

This Agreement shall commence on the date hereof (the "Effective Date"). Either party may terminate the Agreement at any time, with or without cause. Upon termination of this Agreement, the parties shall have no further obligation to one another, other than for payment due for services to the applicable phase of the recruitment process as outlined within the Scope.

**Miscellaneous.**

This Agreement contains the entire agreement between Community Paradigm LLC, and the Library of Watertown and replaces all prior agreements, whether written or oral, with respect to the requested consultancy services to be provided, and all related matters. This Agreement may not be amended, and no breach may be waived unless agreed to in writing by both parties. Both parties acknowledge that there has been no reliance on any agreements or representations, express or implied, that are not set forth expressly in this Agreement. This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

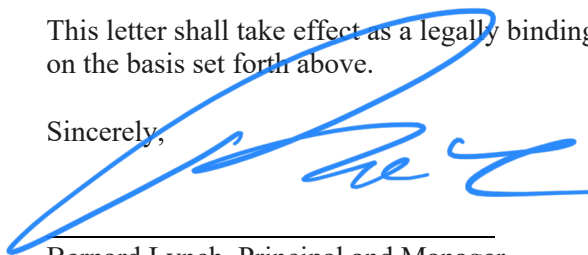
**Indemnification.** The Library shall indemnify Community Paradigm, LLC against any loss or liability incurred by Community Paradigm arising from the Library's breach of its obligations hereunder.

If the terms of this Agreement are acceptable, please sign, date and return to:

Community Paradigm Associates, LLC,  
1 Saddleback,  
Plymouth, MA 02360

This letter shall take effect as a legally binding agreement between Community Paradigm and the Library, on the basis set forth above.

Sincerely,

  
\_\_\_\_\_  
Bernard Lynch, Principal and Manager  
Community Paradigm Associates, LLC

Date:

5/11/23

Accepted and agreed:

\_\_\_\_\_  
Leanne Hammonds, Chair  
Watertown Board of Library Trustees

Date: \_\_\_\_\_

\_\_\_\_\_  
Caitlin Browne, Director  
Watertown Public Library

Date: \_\_\_\_\_

**PROPOSAL FOR SERVICES TO WATERTOWN LIBRARY TRUSTEES**  
**SEARCH AND SELECTION OF DIRECTOR OF WATERTOWN PUBLIC LIBRARY**

**A. SCOPE OF SERVICES**

1. Review documents and materials compiled by the Library that are related to the Director position and interface with the Library Board of Trustees, Library staff and other stakeholders as needed, to review the search process and obtain information on the priorities of the Town in filling the Library Director position:
  - Determine needed and desired skills, management strengths, work style, personal attributes, qualifications, certifications, etc. needed in the ideal candidate
  - Identify critical organizational issues, opportunities and challenges
  - Compensation Package
  - Discuss strategy for advertising and recruiting
  - Determine timeline for recruitment process
2. Update 2022 Library Director Position Statement that brings together information about the Town, the position responsibilities and needed qualifications, ongoing projects of the Town's public libraries, identified challenges and opportunities, selection process, etc.
3. Preparation of job advertisements and postings and coordinate placement. Conduct proactive outreach to potential candidates.
4. Receive and hold all resumes in confidence until the semi-finalists are chosen for interview. Assured confidentiality will increase the number and quality of applicants. Receipt of all resumes will be acknowledged and candidates apprised of their status at each selection point throughout the process.
5. Review the submitted resumes of candidates and work through the Library Director Screening Committee applicant review process to select candidates that should be interviewed.
6. Manage the scheduling of interviews with candidates.
7. Prepare interview questions and/or assessment tools for use in the screening process and participate in preliminary interview process. Assist, as needed, in the selection of finalist(s) that will be considered by the Library Trustees.
8. Conduct reference checks and provide obtained information to the Library Board of Trustees for utilization in evaluating and interviewing finalist(s).
9. Assist Trustees in the interview of the selected finalist(s) and selection of a Library Director.

**B. FEE FOR SERVICES**

| <u>Phases</u> |                |
|---------------|----------------|
| 1-5           | \$5,000        |
| 6-9           | <u>\$2,500</u> |
| Total         | \$7,500*       |

- Advertising Costs are billed separately as a reimbursement

COMMUNITY PARADIGM ASSOCIATES,  
LLC

One Saddleback, Plymouth, MA 02360 |  
www.communityparadigm.com



## Watertown Free Public Library Director

### The Community

Watertown, MA, (35,329 pop.) is a thriving community that provides a suburban-like setting with urban amenities. Located just six miles from Boston, the City is a hidden gem offering many of the benefits of a smaller town with access to the economic, cultural, and educational resources of a big city. Cultural destinations like the Arsenal Center for the Arts and the Armenian Museum of America are complemented by welcoming neighborhoods, a good school system, and international food offerings. The City, which has a very diverse population, celebrates and supports the rich and varied cultures within the community. Watertown is a City in transition as it has been experiencing demographic and socio-economic changes in recent years.



The Watertown Board of Library Trustees is seeking an engaged and visionary leader who has superior people management and team-building skills as well as exceptional communication and collaboration abilities to serve as the next Director of the Watertown Free Public Library.

Watertown has an AAA rating, strong economy, and active residents who are very supportive of the popular Watertown Free Public Library. Watertown has a nine-member City Council-City Manager form of government and an FY23 budget of \$202.3 million. Watertown residents are highly engaged with their community, and deeply care about its character, culture, and maintaining a welcoming and inclusive atmosphere. The City's recently revised Charter includes the creation of a Human Rights Commission to further fair and equal treatment for all.

### Position Brief

The Watertown Free Public Library Director, who reports to both the Board of Library Trustees and the City Manager, oversees and monitors day-to-day library operations, including budgeting and personnel management. The Library has 26 full-time and 12 part-time employees in addition to the Library Director. The Library has a proposed FY24 budget of \$3.68 million. The position is available following the retirement of a successful, long-term Library Director in early 2022 and the recent resignation of her successor. The next Director should expect to be both the face of the Library and an ambassador for the Library, highlighting its successes and clearly articulating its needs, as well as being a strong and open communicator and someone who enjoys engaging with the public. The Director needs to be an experienced manager of people who empowers and supports staff, creates a positive work environment, and is a skilled long-term planner and strategic thinker. The Library is a welcoming, inclusive, and accepting space and it is critical that it remain so and that the Library Director and staff continue to strive for even greater accessibility and inclusivity.

**Annual Salary:** [REDACTED] depending on qualifications. The City of Watertown is an Affirmative Action/ Equal Opportunity Employer.

# Expectations and Opportunities

## The Watertown Free Public Library

From its earliest days, the Watertown Free Public Library has been community based. Solon Whitney was named its first librarian in 1867. Throughout his 50-year career, he publicly stated his firm belief that the Library belonged to the citizens. This remains the Library's basic belief today. During Whitney's tenure, the 1884 building was constructed. Several building renovations have occurred over the years, including in 1900, 1934, and 1956. In 2006, a major renovation and expansion was approved which doubled the square footage of the Library to its current 44,000-square-feet. This significant endeavor was funded via a grant from the Board of Library commissioners, City of Watertown funds, and the generosity and support of the community. In 2026, it will have been 20 years since the last renovation and the idea of planning for the next expansion is already under discussion.



The Library is very much the heart of the community and is typically a hub of activity as well as a resource for the educational, vocational, and recreational needs of all its patrons. The facility is two floors with dedicated children's and teen spaces, three public meeting rooms, four private study rooms, public computers, workspace, a café, an offsite makerspace and a brand-new bookmobile. The Watertown Free Public Library is a member of the [Minuteman Library Network](#), a consortium of 42 member libraries with 60 locations.

The Watertown Free Public Library is flourishing, and the next Director must ensure that it remains innovative, nimble, and at the forefront of public library services. Other public libraries should continue to look to Watertown for creative ideas and as an example of success. The next Director must have a vision of what library services should be today and in the future, and be able to communicate that vision to the community and achieve buy-in from residents and officials.

### Mission

*The Watertown Free Public Library extends beyond its walls to connect people to ideas, information, education, creative opportunities, and to each other. While preserving the rich history of Watertown, the Watertown Free Public Library embraces the advancement of library service, inspires personal development, and promotes community. The library provides free recreation, entertainment, and enrichment. It welcomes and serves everyone.*

## The Board of Library Trustees

The Board of Library Trustees is comprised of six elected members who serve for four-year staggered terms. The Board has various duties and responsibilities that include:

- Work with the Library Director to set library policies and provide general operating and administrative policy guidance to the Library Director relative to the provision of library services for the community.
- Appoint a Director of the Library and set the director's salary within the range set by the City Manager.
- Evaluate the performance of the Library Director.
- Assist the Library Director in developing a comprehensive financial operating plan to be recommended to the City Manager. The plan should include revenue from all sources, including grants, donations, fines, and other income. Reviews grant applications concerning library services prior to submittal.

## The Watertown Library Building Committee

The Library Building Committee manages the bookstore in the Red Leaf Café, located on the first floor of the Library, to raise funds for Library programs, resources, and services. For example, it contributed \$10,000 to help fund the Library's bookmobile, which arrived in Watertown last summer and has been delighting residents ever since. The bookstore sells \$2 hardcovers, \$1 paperbacks, and children's materials for 25 cents as well as selling materials online. The Library receives about \$1,000 a month from sales.

## Services

The Library provides a welcoming, inclusive, and accessible environment along with myriad services for its many patrons. It offers programs and events for patrons of all ages; meeting space; public computer stations; wi-fi access; reference and learning resources; and books, DVDs, museum passes, periodicals, audiobooks, and digital books. It also houses an extensive Library of Things with such non-traditional materials as a birdwatching kit, circular saw, digital conversion kit, food dehydrator, light therapy lamp, metal detector, tennis set, and snowshoes. The Library subscribes to various digital media services, enabling patrons to borrow a variety of digital materials, such as eBooks, audiobooks, music albums, movies, and documentaries. The new bookmobile, affectionately called the 'Speed Reader', not only brings books to locations and events throughout the City, it also provides wi-fi access, carries some nontraditional items such as scanners and 3D printers, and allows for library card signups. Library Director candidates must recognize the critical importance of both tangible and technologically based media and always look to the future regarding what will best serve patrons.

The popular Hatch Makerspace, which is housed a five-minute walk away from the Library in the Residence at Watertown Square, is a workshop space stocked with tools, materials, and expertise so community members can learn and create their own do-it-yourself projects. It is staffed with a full-time Coordinator, two part-time assistants, and talented local volunteers. Hatch receives City funding and also relies on grants and special gifts. The Library's Strategic Plan for FY23-25 includes the goal of moving Hatch to a larger and more well-suited space, preferably closer to the Library.

Project Literacy is the Library's highly successful English language education program. The program currently serves nearly 600 adult students, from 63 countries of origin, who collectively speak approximately 40 different languages. It also serves a small number of people who didn't previously have the opportunity to learn to read and write in their first language and those who are working on language fluency. The program employs professionally paid ESL teachers along with trained volunteer tutors. Project Literacy is open to anyone who wants to learn to speak English with most students tending to live and/or work in Watertown or greater Watertown. The majority of funding for Project Literacy comes from the City, with the remainder funded through fundraising and grants. The Friends of Project Literacy is an active group of volunteers who fundraise throughout the year to support the program.

The Library has a rich collection of local history materials that includes more than 7,000 books by Watertown authors, historical documents, photographs, maps, and ephemera. The annual [\*One Book, One Watertown\*](#) community reading program is very popular and includes community programs related to the book being read.

The Library provides a tremendous diversity of programming for patrons and seeks to expand its partnerships with other departments and outside organizations to offer innovative services. The FY23-FY25 Strategic Plan looks to bring more library services off-site and into the community in hopes of making additional residents aware of the services it provides. Following the library's four-month closure to the public in early 2020 due to the COVID-19 pandemic, staff members quickly pivoted to provide increased virtual programming. The Library safely reopened to the public in July of 2020 and by December 2020, circulation numbers actually surpassed December 2019 levels. The Library has been open to the public continuously since July 2020 and remains critically important to the community and patrons throughout the region.

## Finances

The Watertown Free Public Library has a proposed FY24 budget of \$3.68 million and an FY23 budget of \$3.63 million. The FY24 budget proposal includes requests to convert a part-time teen librarian position to full-time and to slightly increase the hours for one part-time reference librarian. The City of Watertown's current budget expenditure forecast has the Library's budget increasing to \$3.77 million in FY25 and nearly \$3.87 million in FY26. In FY23, approximately \$2.47 million is spent on salaries, \$481,000 on library materials, nearly 120,000 on computer maintenance, \$81,600 on regional library services, and \$101,000 on capital expenses. The Director, along with the Board of Trustees, develops the annual operating budget, and presents it to the City Manager. The Library Director must be able to clearly communicate the Library's vision and convey its operating needs to secure City support.

## Staffing

The library has 26 full-time and 12 part-time positions. Staff positions include Assistant Director, Supervisor of Access Services, Supervisor of Adult Services, Supervisor of Children's Services, Supervisor of Teen Services, Supervisor of Project Literacy, Local History Librarian, Children's Services Librarians, Adult Services Librarians, Teen Services Librarian, Community Outreach Librarian, Programming Librarian, Hatch Coordinator and Hatch Assistants, and Circulation Assistants. Facilities management, including custodial staff supervision, is handled by the City's Department of Public Buildings.

The Watertown Free Public Library staff members are experienced, creative, and enthusiastic. Staff members are proactive and seek to partner with other groups, offer diverse programs, and provide learning and recreational opportunities for different ages, abilities, and interests. Library staff members are highly responsive to community needs and interests. The Library is working to not only maintain but to increase its collaborations and partnerships with various groups and organizations, such as the School Department, City

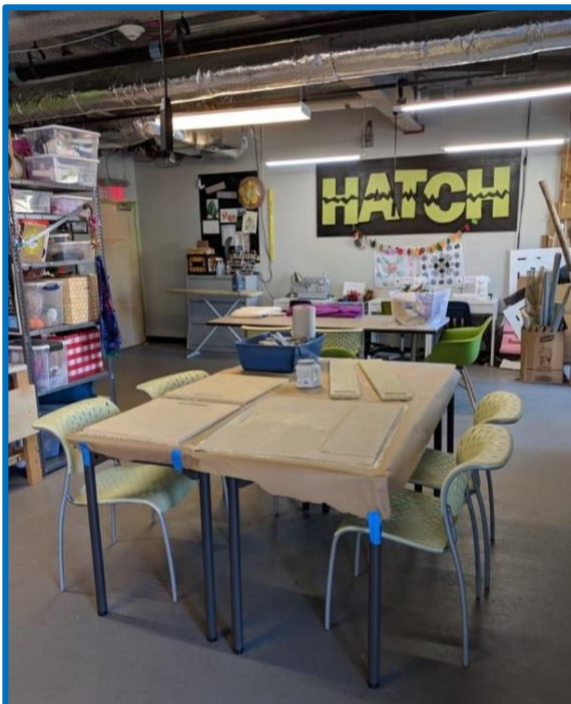


departments, nonprofits, businesses, and cultural institutions. The Director is expected to be involved with state, regional, network, and professional library organizations to remain cognizant of new regulations, best practices, trends, and innovations.

The next Library Director should be an inspiring, collaborative, and experienced leader and manager of people. The Director should be a skilled delegator, allowing staff members to feel empowered and supported. The Library Director will be expected to inspire staff to continue to provide patrons with the best services possible, to collaborate with other departments and organizations, and to reach out beyond the library's walls to further engage with residents and area communities. The Director should recognize the Library's commitment to diversity in the hiring of staff. Watertown residents are passionate about the library, resulting in strong support as well as highly engaged and energetic volunteers.

## FY23-FY25 Strategic Plan Priorities

- Center the Library experience
  - Create conditions in which all library interactions are friendly, courteous, and compassionate.
  - Provide a comfortable and welcoming space for all people to use and enjoy without unnecessary assistance.
  - Provide a variety of modes to use and interact with the Library that accommodates the varied needs of patrons.
- Engage in reciprocal communication
  - Communicate about the library in ways that people understand.
  - Create opportunities for people to express their library needs.
  - Build collaborative relationships with local organizations to deepen our service to the community.
- Expand audience
  - Bring library services off-site and into the community.
  - Build staff, collections, programs, and services that reflect, understand, and respect the unique people in Watertown.
  - Reimagine policies, procedures, and service models to focus on welcoming people into the Library.
- Remain flexible
  - Adjust COVID-related policies and procedures based on recommendations from the scientific and medical communities along with state and local government policies.
  - Build creative systems to evaluate library services that facilitate thoughtful and compassionate change.
  - Prioritize solutions that are mobile, adaptable, and customizable.
- Plan for growth
  - Create a library expansion plan that considers community needs, budget, staffing, and physical space.
  - Find a suitable permanent home for Hatch Makerspace in a library- or Town-owned property.
  - Make decisions that are environmentally responsible, sustainable, and that consider the impact climate change will have on the library in the next 20 years and beyond.



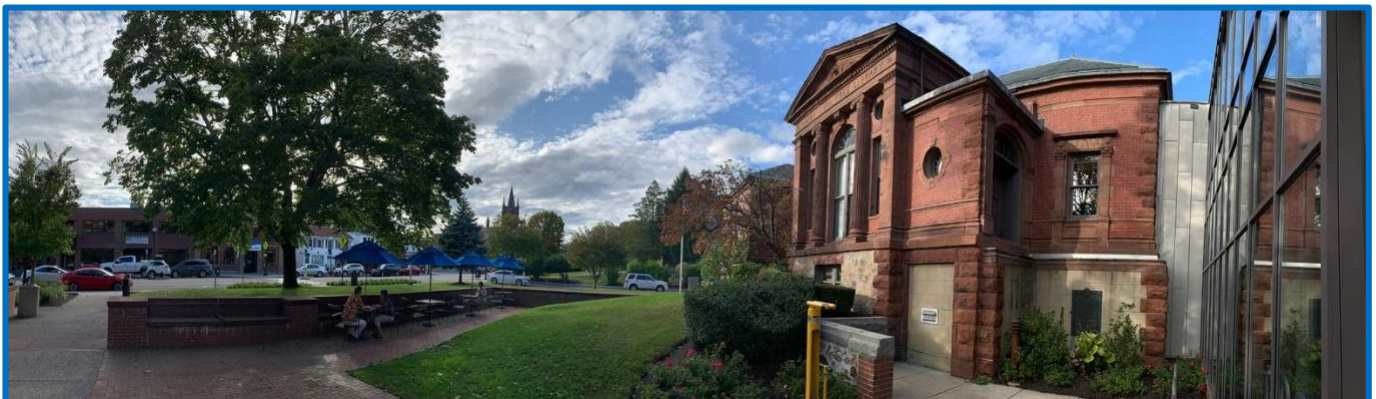
### Important Links

- [City of Watertown](#)
- [Watertown Free Public Library](#)
- [Hatch Makerspace](#)
- [Project Literacy](#)
- [Library History](#)
- [Board of Library Trustees](#)
- [The Library Building Committee](#)
- [Red Leaf Café](#)
- [Library Strategic Plan FY23-25](#)
- [Watertown FY24 Proposed Budget](#)
- [Reports and Plans](#)
- [Library Policies](#)
- [Watertown 2021 Annual Report](#)



## The Ideal Candidate

- Requires Master of Library Science degree from an A.L.A. accredited graduate school, and a Certificate of Professional Librarianship issued by the MBLC.
- Successful track record as a Director, Assistant Director, or department manager in a library.
- Strong interpersonal and communication skills.
- Strong operations and budgetary management skills.
- Extensive knowledge of professional library principles, practices, and services.
- Promotes a welcoming, accessible, and inclusive environment that celebrates Watertown's diversity and its rich and varied cultures.
- Superior people management and team-building skills; responsive and motivational leader.
- Provides visionary leadership that aligns with the Library's mission.
- Strong strategic planning abilities.
- Works well with a variety of constituencies, including staff, volunteers, officials, patrons, and the public.
- Values and nurtures the uniqueness of the Watertown Free Public Library.
- Comfortable being the "face of the Library."
- Enjoys interacting with patrons, donors, and community members.
- Ensures that collections reflect the diverse interests of the community.
- Advocates for the library's resources.
- Seeks ways to make the library a destination for the greater Watertown community.
- Promotes diversity, education, inclusion, and belonging through the daily operations and staffing of the Library as well as its collections and programming.
- Has 21<sup>st</sup> century library experience; views the Library as a community center with diverse programming and outreach.
- Experienced and knowledgeable in handling diverse types of revenue sources, including grants and special funds.
- Exhibits a warm and open personality.
- Is flexible, innovative, and able to pivot as needed.
- Identifies trends – past, present, and future; employs data-driven decision making.
- Strives to interpret community interests and needs.
- Demonstrated success in creating a positive team environment.
- Proficient in developing/maintaining up-to-date policies, practices, and procedures.
- Being multi-lingual is a plus.





# **WATERTOWN**

## FREE PUBLIC LIBRARY

### **How To Apply**

Cover letter and résumé must be submitted by June 16, 2023, 3:00 p.m. EST, via email, in a single PDF, to:

**[Apply@communityparadigm.com](mailto:Apply@communityparadigm.com)**

**Subject: Watertown Library Director**

Questions regarding the position should be directed to:

Bernard Lynch, Principal  
Community Paradigm Associates  
[Blynch@communityparadigm.com](mailto:Blynch@communityparadigm.com)  
978-621-6733

*The City of Watertown, Mass., is an Affirmative Action/Equal Opportunity Employer.*



# Preliminary Screening Committee Application for Community Members

The Watertown Free Public Library is hiring a new library director and the Board of Trustees is seeking two Watertown residents to serve on a Preliminary Screening Committee for the Library Director search.

The committee will be reviewing applications, conducting preliminary interviews and making a recommendation to the full Board of Trustees on finalists to be interviewed for the library director position. The work of the committee will be concentrated during the last two weeks of June.

Thank you for your interest in serving on the WFPL Library Director Search Committee as a Community Member. We value community input as we move forward with finding our new library director.

Deadline for submission is June 2, 2023.

\* Indicates required question

1. First Name \*

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2. Last Name \*

---

3. Phone number \*

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4. Email address \*

---

5. Home address \*

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6. Serving on the Search Committee will be a time consuming process and we will \*  
 need to schedule frequent meetings to review applications and interview  
 candidates. We are looking for people with the most flexible schedules. How  
 flexible is your schedule between the weeks of XXXX and XXXXX?

*Check all that apply.*

|                                                                               | Not<br>flexible          | Somewhat<br>flexible     | Very<br>flexible         |
|-------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| <b>Monday<br/>through<br/>Friday<br/>Mornings<br/>(8:30<br/>AM-12<br/>PM)</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Monday<br/>through<br/>Friday<br/>Afternoons<br/>(12 PM-5<br/>PM)</b>      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Monday<br/>through<br/>Friday<br/>Evenings<br/>(5 PM and<br/>later)</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

7. Please tell us about yourself!

\*

Briefly describe your professional experience, your connections to the Watertown community, how often you use the Library, how your personal and/or professional experience would be helpful to the work of this committee, and anything else you would like to share.

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8. OPTIONAL: Please copy/paste your resume and or cover letter here

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BIBLIOTEMPS  
MASSACHUSETTS LIBRARY SYSTEM, INC.  
CLIENT TEMPORARY STAFFING AGREEMENT

This Agreement is made as of \_\_\_\_\_ between BiblioTemps, a program of Massachusetts Library System (MLS), with offices at 33 Boston Post Road WEST, Suite 400, Marlborough, Massachusetts and \_\_\_\_\_ (hereafter "Client").

MLS is a nonprofit, 501(c)(3) organization established to support and assist Massachusetts libraries, and can further its exempt mission by providing trained, qualified temporary personnel to such libraries.

MLS provides such temporary library staff to libraries (clients) through BiblioTemps, in accordance with client specifications.

BiblioTemps and Client wish to enter into an agreement pursuant to which BiblioTemps will provide such staff to Client.

Therefore, BiblioTemps and Client agree as follows:

1. **Requests for Personnel.** Client understands and agrees that all requests for library staff (herein "Personnel") must be submitted to BiblioTemps utilizing a "Request for Personnel" in the form attached hereto as *Attachment A* (or in any other form as may be required by BiblioTemps from time to time). Such request shall contain information including, but not limited to, the following: position to be filled, date position available, special skills/requirements for position, anticipated length of assignment, anticipated date of expiration of assignment, anticipated hours per week, anticipated schedule, name and contact information of Project Manager/Supervisor, pay rate per hour and authorization of additional costs beyond the hourly rate. The Request for Personnel shall remain open and binding upon Client until BiblioTemps has located suitable Personnel, unless and until Client provides written notice to BiblioTemps withdrawing the Request. In the event of a conflict between the terms of this Agreement and the terms of any Request for Personnel, the terms of this Agreement shall control unless the Request for Personnel specifically identifies the conflicting terms in this Agreement.

2. **Terms of Request for Personnel.** The terms of the Request for Personnel shall remain binding upon Client until the stated expiration of assignment or unless Client provides written notice to BiblioTemps amending the Request. In the event that Personnel are placed with Client and continue performing services for Client (on the same or different project) following the stated expiration of the applicable Request, such services shall be provided under the terms of this Agreement and under the pay rate(s) applicable to the Personnel as set forth in the most recent Request for Personnel, unless and until Client provides written notice to BiblioTemps amending the Request. Amendments to a Request for Personnel shall have prospective effect only and shall not impact the rates or other agreements for services already performed by Personnel. BiblioTemps reserves the right to reject compensation or other terms in any Request for Personnel where such terms do not comply with requisite wage and hour or other employment laws. BiblioTemps reserves the right to pass on legally mandated costs with advance notice to client.

3. **Selection of BiblioTemps Personnel.** Subject to the terms of this Agreement, BiblioTemps will make reasonable efforts to locate Personnel that match the specifications contained in the Request for Personnel. BiblioTemps does not guarantee that it will be able to locate such Personnel within the timeframes requested by Client but will make reasonable efforts to do so. If BiblioTemps locates Personnel that it deems to meet the specifications set forth in Client's Request for Personnel, Client will be provided the opportunity to review the resume(s) of such Personnel and/or to conduct independent interviews before placement. BiblioTemps provides no CORI or other background

checks unless specifically requested by Client and at the Client's expense.

4. **Duties and Performance of BiblioTemps Personnel.** While on assignment, Personnel will be expected to follow written policies of the Client. To the extent required by such policies, Personnel shall report to the Client's Project Manager/Supervisor (or designee), but the primary control over Personnel shall be exercised by BiblioTemps. In the event that Personnel violate any written policy of Client or are deemed by Client to have engaged in unsatisfactory performance or conduct, Client shall immediately inform BiblioTemps of such performance or conduct. Absent such notice, BiblioTemps Personnel shall be deemed to be providing services in a manner that is satisfactory to Client.

5. **Safety of BiblioTemps' Personnel.** In order to promote the safety of Personnel, Client agrees that Personnel shall not, at any time while working, be the sole worker(s) at Client's location; Client agrees that a Client employee or representative will be present at all times during the work of Personnel. The sole exception shall be for BiblioTemps employees placed as interim directors.

6. **Billing and Payment.** Client will pay BiblioTemps for services provided by Personnel and additional costs at the rate(s) specified in the Request for Personnel. The Client will prepare invoices to submit to BiblioTemps based on bi-weekly time sheets kept by Personnel. BiblioTemps shall bill Client through invoices issued on a bi-weekly basis. Client will be invoiced for employee compensation plus a service fee as indicated on attached rate sheet. Client shall pay BiblioTemps within thirty (30) days from the date of invoice; provided, however, that BiblioTemps may, upon written notice to Client, accelerate the payment period to some period less than thirty (30) days where Client is delinquent on prior payments.

7. **Acceptance of Personnel Services.** Client shall require Personnel to complete and submit to Client's Project Manager/Supervisor weekly time sheets, in a form provided by BiblioTemps, reflecting all hours worked during the week. Client agrees that the Project Manager/Supervisor (or authorized designee) shall sign the time sheet on the day presented by Personnel, and Client shall provide such timesheets to BiblioTemps. Any dispute regarding the hours indicated on the time sheet must be noted by Client on the relevant time sheet with a written explanation of the reasons for dispute. Failure to note such dispute shall constitute Client's acceptance of the hours indicated, without reservation, and Client's agreement to pay BiblioTemps for the hours indicated. Nothing herein shall eliminate the Client's obligation to pay BiblioTemps for services provided by Personnel.

8. **Overtime Work.** Client shall not permit Personnel to work any hours in excess of 40 in a single workweek ("Overtime Hours"). In the event that Client desires Personnel to work Overtime Hours, it must notify BiblioTemps immediately with a request for such work. The hourly rate charged by BiblioTemps for all Overtime Hours shall be negotiated with Client and shall be equal to at least 1.5 times the pay rate per hour that is stated in the applicable Request for Personnel.

9. **Client's Ability to Pay.** Client warrants that it is able and willing to pay for the services of BiblioTemps' Personnel as provided in this Agreement and in any Request for Personnel. Client agrees to pay any and all reasonable attorneys' fees, court costs and/or collection agency charges that BiblioTemps may incur in connection with recovery of any delinquent account by Client.

10. **Personnel are Employees of BiblioTemps.** BiblioTemps and Client agree that Personnel supplying services under this Agreement shall be deemed employees of BiblioTemps. BiblioTemps shall retain responsibility for the wages, payroll tax and income tax withholding and unemployment compensation insurance of Personnel. Notwithstanding any other workers' compensation or general liability insurance policies maintained by Client, BiblioTemps will procure

and maintain in effect during the term of this Agreement appropriate workers' compensation and general liability insurance coverage for Personnel.

**11. Employment Offers to Personnel.**

A. *Offer of Regular Employment During Placement.* Client agrees that from the time a Request for Personnel is issued and throughout the duration of the placement, it shall not offer the Personnel regular employment. In the event Client makes such an offer notwithstanding the preceding sentence, Client agrees that it will pay BiblioTemps a fee, to be calculated as follows:

- If Personnel is offered regular employment, whether temporary or non-temporary, within the first 3rd of placement duration the fee shall be in an amount equal to twenty percent (20%) of Personnel's projected annual salary, based on pay rate at the time of the offer, with a minimum of three thousand dollars (\$3,000.00);
- If Personnel is offered regular employment, whether temporary or non-temporary, within the second 3rd of placement duration, the fee shall be in an amount equal to ten percent (10%) of Personnel's projected annual salary, based on pay rate at the time of the offer, with a minimum of two thousand dollars (\$2,000.00);
- If Personnel is offered regular employment, whether temporary or non-temporary, within the final 3rd of placement duration, the fee shall be one thousand dollars (\$1,000).

For example: for a 6-month part time Professional level placement the fee would be \$4,854.72 if offered employment within the first 2 months, and \$2,427.36 if hired in the period between 2 and 4 months (based on 20 hours a week at \$23.34 pay rate).

The parties agree that a Personnel placement shall be deemed to have concluded in the event that Client hires Personnel for regular employment. Client shall provide evidence to BiblioTemps that the Personnel has been hired on a regular basis, and Personnel will leave the employ of BiblioTemps and become an employee of Client.

Temporary employment for purposes of the above and the rest of this Section 11 shall mean employment that lasts for one (1) year or less, and non-temporary employment shall mean employment that last for more than one (1) year.

B. *Offer of Regular Employment After Placement.* Client agrees that it may offer Personnel regular employment after the placement ends, but if it makes such an offer within the first 365 days following the end of the placement, it shall pay BiblioTemps a fee, as follows:

- If Personnel is offered temporary employment after the placement concludes, the fee shall be five hundred dollars (\$500.00);
- If Personnel is offered non-temporary employment after the placement concludes, the fee shall be one thousand dollars (\$1,000.00).

**12. Termination of Personnel Services.**

C. *Termination By Client.* Client agrees to notify BiblioTemps in writing five (5) days prior to its termination of any services by Personnel, regardless of the date set forth in the Request for Personnel covering the services. However, upon notice to BiblioTemps, Client may terminate the

services of Personnel immediately for cause or when termination is due to circumstances beyond the control of the Client.

D. *Termination By BiblioTemps.* BiblioTemps may terminate the services of Personnel for any reason prior to the date set forth in the Request for Personnel upon five (5) days' written notice to Client, unless the circumstances of such termination do not reasonably permit such notice.

E. *Termination By Personnel.* The parties agree that if Personnel informs BiblioTemps or Client that he/she intends to terminate his/her relationship with BiblioTemps or with Client, written notice of such information shall be provided to the other party within one (1) business day. The parties agree that BiblioTemps shall not be responsible for any losses associated with such termination by Personnel and will endeavor to replace such Personnel only upon receipt of a new Request for Personnel from Client.

13. **Confidentiality.** BiblioTemps agrees that it will not disclose any information learned by it during the term of this Agreement which has been clearly marked "Confidential" by Client, except as such disclosure is required by law or is necessary for Personnel to provide requested services to Client or for BiblioTemps to carry out its obligations under this Agreement.

14. **Liability and Indemnification.** Client (on behalf of itself and its agents, beneficiaries, predecessors, successors and assigns) releases, waives, discharges, holds harmless and covenants not to sue BiblioTemps and MLS and their trustees/directors, officers, agents, employees and contractors (collectively "Releasees"), from and with respect to any and all damages, claims, demands or causes of action of any kind whatsoever arising from any harm, injury, loss, damage, cost or expense of any nature whatsoever (including, but not limited to, loss of revenue or injury to property, reputation or person) arising out of placement of Personnel with Client or services performed by Personnel for Client. In no event shall BiblioTemps be liable to client for any incidental, consequential, indirect, or punitive damages regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages.

15. **Termination of this Agreement.** This Agreement will continue in effect until terminated by Client or BiblioTemps for any reason upon five (5) days' written notice by the terminating party. Such termination of this Agreement shall not terminate the services of any Personnel who already are providing services pursuant to a Request for Personnel; such Personnel shall continue to perform services under the terms of this Agreement and the applicable Request for Personnel unless such Personnel are terminated in accordance with the terms of Section 12 of this Agreement. Termination of this Agreement shall not release Client from any outstanding amounts owed to BiblioTemps. The provisions of paragraphs 11, 14 and 15 shall survive the termination or expiration of this Agreement.

16. **Independent Parties.** Nothing contained in this Agreement is intended to create, nor will be deemed or construed to create, any agency or representative relationship between BiblioTemps and Client. The parties understand and agree that neither party shall be deemed to be the agent or representative of the other for any reason. [IT SHOULD BE UNDERSTOOD THAT UNDER FEDERAL EMPLOYMENT LAW THE CLIENT MAY BE CONSIDERED A JOINT EMPLOYER WITH BIBLIOTEMPS FOR PURPOSES OF THINGS LIKE DISCRIMINATION.]

17. **Notices.** Any requirement to notify in connection with the subject matter of this Agreement shall be in writing and be effective as follows: (a) immediately if delivered personally, in-hand to the other party; (b) the next business day if deposited with a commercial carrier for overnight service; or (c) five days following deposit of the same in the US Mail, first class postage prepaid. Notice shall be addressed to the receiving party at the address set forth below its signature to this Agreement. Either party may designate a different address by notice.

18. **Severability and Waiver of Breach.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force. No waiver of any breach of any provision of the Agreement will constitute a waiver of any other breach of the same or any other provision, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

19. **Complete Agreement and Amendment.** This Agreement constitutes the entire agreement between BiblioTemps and Client with respect to the subject matter hereof. This Agreement can be modified only by later written agreement signed by both parties. In the event of a conflict between the terms of this Agreement and any Request for Personnel hereunder, the terms of this Agreement shall control, unless the Request for Personnel specifically identifies the conflicting terms.

20. **Law and Disputes.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

21. **Arbitration of Disputes.** Any dispute arising under this Agreement shall be resolved by arbitration in Middlesex County, Massachusetts before a single arbitrator, mutually selected by the parties or appointed by the American Arbitration Association. The parties shall be allowed thirty (30) days to conduct discovery, and the arbitration shall conclude within thirty (30) days after the completion of discovery. The losing party shall pay to the prevailing party all reasonable costs and attorneys' fees incurred in connection with the arbitration. The arbitrator shall not have the power to vary the terms of this Agreement. All claims against either party to this Agreement shall be brought by the other party no later than one (1) year after such claims have arisen, except for claims of payment for services, which may be brought within two (2) years after the last date of services for which payment is sought.

Authorized signatures:

**Client**

By (signature): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**BiblioTemps**

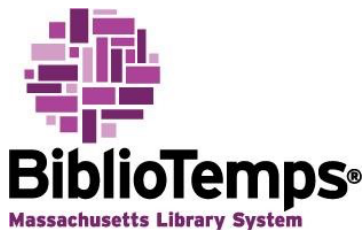
By (signature):  \_\_\_\_\_

Name (print): Amanda Fauver

Title: BiblioTemps Manager

Address 33 Boston Post Road WEST, Suite 400 Marlborough, MA 01752

Date: 02/04/2020



**Massachusetts Library System**  
33 Boston Post Road WEST, Suite 400  
Marlborough, MA 01752  
Telephone: (508) 357-2121  
Toll-free in MA: (866) 627-7228  
www.BiblioTemps.com

## REQUEST FOR PERSONNEL

Date of Request: \_\_\_\_\_

### **LIBRARY CONTACT INFORMATION:**

Library: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Billing Contact Name/Title: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_

Billing Contact Phone: \_\_\_\_\_

### **POSITION INFORMATION:**

Position Title: \_\_\_\_\_

Position Start Date: \_\_\_\_\_ Position End Date: \_\_\_\_\_

**Note that the minimum time required between your request and the placement start date is two weeks, though some positions may take longer.**

# of Hours per Week: \_\_\_\_\_ Schedule: \_\_\_\_\_

**The Supervisor will be given timesheet approval access unless otherwise indicated.**

Position Supervisor/Title: \_\_\_\_\_

Supervisor Phone: \_\_\_\_\_ Supervisor Email: \_\_\_\_\_

Alternate Time Sheet Approver: \_\_\_\_\_

Alternate Time Sheet Approver Email: \_\_\_\_\_

This position will be reporting:      **In Person**      **Remote**      **Hybrid**

If remote or hybrid, will you be supplying the placement with a laptop?      **Yes**      **No**

**Please note: BiblioTemps/The Massachusetts Library System is unable to supply placements with a laptop. We strongly discourage the use of personal equipment.**

Is the placement worksite on strike or lockout?      **Yes**      **No**

**POSITION TYPE:**

*(NOTE: Position type designation is subject to approval by the BiblioTemps® Manager. Please see the current client rate sheet – available from the BiblioTemps® Manager – for corresponding service fees.)*

**Highly Experienced Professional** – *Very specialized or highly experienced, e.g., library management, special projects, etc.*

**Professional** – *MLS degree and 2+ years of library experience with specific skills/expertise*

- **New Professional** – BiblioTemps® offers a discounted rate and service fee for new professionals, including those with recent MLS degrees or advanced LIS graduate students with library work or internship experience.

Are you willing to consider a new professional for this position?    ☐ **Yes**    ☐ **No**

**Note:** *Because availability of new professionals cannot be guaranteed, this option must be selected in addition to Professional (above).*

**Paraprofessional** – *Library experience with specific skill or expertise, e.g., circulation assistant, cataloging assistant, programming assistant, etc.*

**POSITION REQUIREMENTS:**

**Please include a job description as a separate attachment** (include position duties, qualifications, and technical requirements).

Will personnel need to pay for parking at the placement location?      **Yes**      **No**

If yes, please provide parking cost details in the box below.

**Background check:** (Please check all that apply.)

CORI check required. The library will conduct it, at its own expense, in accordance with Massachusetts CORI law.

CORI check required. The library requests that MLS conduct it and will reimburse the expense. *PLEASE NOTE: If you select this option, please be aware that only MLS staff registered to conduct CORI checks will be able to view the results directly in order to comply with CORI regulations.*

Other background check required. The library will conduct it, at its own expense.

No CORI / background check required.

All background checks, whether conducted by MLS, its client libraries, or an outside agency, will be conducted in compliance with Massachusetts CORI law.

**SIGNATURE OF LIBRARY DIRECTOR:**

By signing below, you acknowledge that you understand and accept the following terms and conditions:

**Statement #1:**

I agree that the above information is correct.

**Statement #2:**

I agree that my organization will not independently recruit applicants for this position while BiblioTemps® seeks a candidate. This includes, but is not limited to, advertising, recruiting, and interviewing applicants outside BiblioTemps®.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**Please note:** Employers **must** complete a Client Temporary Employment Agreement before requesting personnel. For an agreement, contact the BiblioTemps® Manager, at [BiblioTemps@masslibsystem.org](mailto:BiblioTemps@masslibsystem.org).