

## FY17 MONTANA LIBRARY ASSOCIATION EXECUTIVE DIRECTOR CONTRACT

This ANNUAL **AGREEMENT** is made this 19<sup>th</sup> day of July, 2017, by and between the Montana Library Association, hereinafter referred to as **MLA**; and (name, address and phone), the **EXECUTIVE DIRECTOR**, hereinafter referred to as the **ED**. Unless terminated, modified, or as otherwise agreed to by MLA and the ED, the agreement shall be renewable annually and the expiration date shall be reset accordingly.

The parties to this **AGREEMENT**, in consideration of the mutual promises set forth herein, agree as follows:

### SECTION I

The ED agrees to do the following:

1. Provide membership by maintaining membership records for MLA. This will include:
  - a. notify members of the need to renew their memberships through Wired-MT and Focus, the membership newsletter, beginning in June and continuing through September. October 1, any member not renewed is listed as inactive on the database. Send a list of the names to Directors-at-Large to contact via e-mail and later mail to encourage renewals.
  - b. maintain a database of all members and provide membership statistics, including preparing a current membership report for each meeting of the Board of Directors and an annual report on membership for the year.
  - c. once weekly the membership directory is to be updated on the MLA web site. The membership directory should also include the officers and committee appointments, officers of the divisions, and the Bylaws of MLA.
  - d. serving as an ex officio member of the Membership committee.
  
2. The ED will act as fiscal agent for MLA and work closely with the financial committee. Specific duties will include:
  - a. receiving and depositing in an appropriate MLA bank account all monies of and disbursing such funds as directed by the Board of Directors, including handling member expense reimbursement.
  - b. keeping proper records of accounts in accord with MLA Board guidance concerning financial management best practices.
  - c. preparing a preliminary budget each year in June and sending that budget to the financial committee for approval prior to working with the Board and the Financial committee to establish an annual budget for MLA.

- d. providing financial reports to the Board of Directors at board meetings, to the executive committee and financial committee as requested and at the end of each fiscal year.
- e. arranging for an outside audit of MLA accounts by a Montana Board certified or licensed public accountant and provide audit reports to the Board every five to seven years or as requested by the Board.
- f. on years when an outside audit is not required the ED will prepare the books for an audit by the Financial Committee.
- g. maintain and file records for federal and state tax and other business purposes.

3. The ED will provide administrative support for MLA and Board activities. This will include:

- a. maintaining a mailing list, suitable for bulk mailings arranged by zip code, printing and distributing materials such as ballots, publications, division and interest group materials, producing and providing mailing labels for division, committee, and interest group chairs, and others.
- b. attending MLA Board meetings
- c. maintaining a file of current minutes, pertinent correspondence and communications.
- d. requesting file and archival material from the officers of MLA, chairs and divisions and committees, and others shortly before or immediately following the annual conference.
- e. in consultation with the Executive Committee, periodically weed the current files of unnecessary materials according to MLA guidelines and evaluate materials for inclusion in the archives at the Montana Historical Society.
- f. update and maintain the Manual of Procedures, Bylaws and other documents in consultation with the Executive Committee and distribute them to all incoming officers of .
- g. maintain the MLA's memberships in ALA, MPLA, and PNLA.
- h. send a list of the new officers and names of the ALA Councilor, Legislative Chair, PNLA Representative, and the new division Chairs and the dates and place of the next annual conference to the places listed in the handbook by July 1, of each year.

4. The ED will provide support for the MLA annual conference. Conference support will include:

- a. providing support to the Conference Committee as needed
- b. acting as the fiscal agent for the funds deposited by the Conference Planner.
- c. paying the invoices provided by the Conference Committee
- d. balancing the conference financial statement with the Conference Planner and supplying the information to the financial committee for review before dissemination to the Executive Board.

## SECTION II

MLA agrees to do the following:

1. Pay the contracted amount of ten thousand dollars \$12,300 for the above duties in twelve (12) equal monthly installments.
2. Provide the necessary technology and equipment for said position.
3. Provide \$1,000 year for additional equipment and technology costs.
4. Provide necessary information for the ED to fulfill the contract.

## SECTION III

In the event the ED does not meet the terms of this AGREEMENT, the MLA Executive Board may, at its discretion, exercise any or all of the following options:

1. withhold any unused funds until such time as the ED is able to come into compliance with the terms of this AGREEMENT; and/or,
2. withhold any unused funds; and/or,
3. confiscate any or all equipment or other property purchased by MLA.
4. hold unexpended contract funds as property of MLA.

## SECTION IV

Either party to this AGREEMENT may, at any time and without cause, terminate this AGREEMENT by providing thirty (30) days written notice to the other party, subject to the terms of this AGREEMENT. In the event ED provides MLA with proper notice, MLA may elect to terminate the AGREEMENT at any time prior to the thirtieth (30<sup>th</sup>) day, provided MLA shall continue ED's compensation under this AGREEMENT for the full 30 day notice period. During the notice period, ED shall fulfill all duties required under this AGREEMENT and use his or her best efforts to train and support a replacement, where applicable. If ED voluntarily terminates this AGREEMENT, but fails to provide proper notice, MLA may cease to provide compensation to ED immediately. If MLA terminates ED under this provision, MLA shall honor the compensation provisions of the AGREEMENT for the duration of the term remaining under this AGREEMENT unless otherwise agreed to by the parties.

In the event of litigation concerning this AGREEMENT, interpretation shall be according to the laws of Montana.

In witness thereof, the parties hereto have executed this AGREEMENT.

**CONTRACTOR:**

Debra Kramer  
SIGNATURE

Debra Kramer  
PRINTED NAME

**MONTANA LIBRARY ASSOCIATION:**

Lisa Mecklenberg Jackson  
SIGNATURE

Lisa Mecklenberg Jackson  
PRESIDENT OF MLA

