

**CONTRACT OF EMPLOYMENT BETWEEN
DR. CHERYL L. KIRKPATRICK AND THE CHELMSFORD PUBLIC SCHOOLS
FOR THE POSITION OF DIRECTOR OF PERSONNEL
AND PROFESSIONAL LEARNING**

This Contract of Employment is made as of March 2, 2020 by and between the Chelmsford Public Schools, (hereinafter referred to as “the District”), through its Superintendent of Schools, (hereinafter referred to as “the Superintendent”), and Dr. Cheryl L. Kirkpatrick, (hereinafter referred to as “the Director of Personnel and Professional Learning” or “Dr. Kirkpatrick”).

In consideration of the promises set forth below, the parties hereto mutually agree as follows:

1. **Employment:** The District, through its Superintendent, employs Dr. Cheryl L. Kirkpatrick as the Director of Personnel and Professional Learning and Dr. Kirkpatrick hereby accepts employment on the following terms and conditions.
2. **Term:** The Director of Personnel and Professional Learning shall be employed for the period commencing July 1, 2020 through June 30, 2023. Employment shall be consistent with the provisions of applicable state law.
3. **Work Year:** The Director of Personnel and Professional Learning shall work a regular twelve-month year, less all national and state holidays recognized by the District and contracted vacation days. For the purposes of proration, the Director of Personnel and Professional Learnings’ regular work year shall be 228 days.
4. **Compensation:** The Director of Personnel and Professional Learning shall be paid an annual salary, commencing July 1, 2020 and terminating June 30, 2021 of One Hundred Twenty Seven Thousand Seven Hundred and Twenty Six (\$ 127,726.00) Dollars, payable in equal installments in accordance with the policy of the Chelmsford School Committee governing payments of salary of professional staff members in the District.

The Director of Personnel and Professional Learning shall be paid an annual salary, commencing July 1, 2021 and terminating June 30, 2022 of One Hundred Thirty Three Thousand Five Hundred and Thirty Eight (\$ 133,538.00) Dollars, payable in equal installments in accordance with the policy of the Chelmsford School Committee governing payments of salary of professional staff members in the District.

The Director of Personnel and Professional Learning shall be paid an annual salary, commencing July 1, 2022 and terminating June 30, 2023 of One Hundred Thirty Nine Thousand Six Hundred and Fourteen (\$ 139,614.00) Dollars, payable in equal installments in accordance with the policy of the Chelmsford School Committee governing payments of salary of professional staff members in the District.

The Director of Personnel and Professional Learning shall receive an annual stipend of Three Thousand (\$ 3,000.00) Dollars in addition to their base salary upon attainment of a

Certificate of Advanced Graduate Studies (CAGS) or an Education Specialist Degree (Ed.S.). The Director of Personnel and Professional Learning shall receive an annual stipend of Four Thousand (\$ 4,000.00) Dollars in addition to their base salary upon attainment of a Doctor of Philosophy (Ph.D.) degree or a Doctor of Education (Ed.D.) degree. Increments for an advanced degree shall be effective July 1st upon the Director of Personnel and Professional Learning submitting an official transcript(s) from an accredited college or university to demonstrate successful completion of the degree attained. Increments are not cumulative and are based upon the highest degree attained by the Director of Personnel and Professional Learning.

At no time during the life of this Agreement, or any extension hereof, shall the Director of Personnel and Professional Learnings' salary be reduced.

5. **Vacation Leave:** The Director of Personnel and Professional Learning shall be entitled to receive thirty (30) working days as annual vacation, exclusive of legal holidays. The vacation days shall accrue equally on a quarterly basis. Use of vacation days are at the discretion of the Director of Personnel and Professional Learning and may be used before they accrue. Should the Director of Personnel and Professional Learning resign or retire prior to the end of the fiscal year, she will owe and agrees to have deducted from her remaining paychecks the amount equivalent to any vacation days used but not yet accrued. In the event that the Director of Personnel and Professional Learning resigns or retires having used more vacation days than she has accrued and is not owed any additional paychecks, she agrees that she will repay the District the dollar amount equivalent to the vacation days used but not yet earned.

The Director of Personnel and Professional Learning may buy-back up to ten (10) days of unused vacation days at the end of the fiscal year at her then effective per diem rate of pay.

Up to ten (10) unused vacation days during a contract year may be carried over for personal use to the following contract year only. The Director of Personnel and Professional Learning shall not accrue more than forty (40) vacation days at any time. Any accrued but unused vacation days shall be reimbursed upon termination of employment with the Chelmsford Public Schools. The Director of Personnel and Professional Learning shall provide the Superintendent with advanced notice and receive advanced approval of her intent to take vacation days in order to allow the District to plan accordingly.

6. **Sick Leave:** The Director of Personnel and Professional Learning shall be entitled to receive sick leave in an amount equal to, but not in excess of, thirteen (13) days of sick leave per year. Sick leave is for the Director of Personnel and Professional Learnings' use during her own illness or injury, except that up to ten (10) days per contract year may be used for illness in the Director of Personnel and Professional Learnings' immediate family. The definition of "immediate family" shall be consistent with the definition in Section 8 of this Agreement for bereavement leave. Sick leave may be accumulated from year to year without limitation. Upon separation from employment with the District, the

Director of Personnel and Professional Learning shall not be eligible for compensation for any accrued but unused sick days.

7. **Personal Leave:** The Director of Personnel and Professional Learning shall be entitled to receive two (2) personal leave days without loss of pay per contract year with the advanced approval of the Superintendent. No accumulation of personal days exists under this Agreement.

Because the Director of Personnel and Professional Learnings' workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave. All instances will be with the prior approval of the Superintendent.

8. **Bereavement Leave:** The Director of Personnel and Professional Learning shall be entitled to receive five (5) days with pay each time there is a death in the immediate family. "Immediate family" shall be understood to include the Director of Personnel and Professional Learnings' parent, parent-in-law, spouse, child, sibling, grandparent, grandchild, uncle, aunt, niece, nephew, sister/brother-in-law, and any person living in the immediate household. Additional days may be granted for travel or other unusual circumstances with the approval of the Superintendent.
9. **Holidays:** The Director of Personnel and Professional Learning shall be entitled to all national and state holidays, and one-half days before holidays, recognized by the District which are made available to other professional staff members in the District.
10. **Other Benefits:** The Director of Personnel and Professional Learning shall be entitled to receive all insurance (health, dental, and life) benefits and all other fringe benefits as currently, or in the future, are provided to other professional staff members in the District, exclusive of the Superintendent.
11. **Professional Development:** The Director of Personnel and Professional Learning shall remain professionally current in the field of public school personnel, professional development and professional learning. The District will support participation in conferences, membership to professional organizations, and reimbursement for courses associated with the position. Reimbursement for courses will not exceed seventy-five percent (75%) of the cost of any course, and shall require the advanced approval of the Superintendent. Such reimbursement shall be subject to the availability of financial resources and will be limited to Five Thousand (\$ 5,000.00) Dollars for each fiscal year.
12. **Reimbursement for Expenses:** The District shall reimburse the Director of Personnel and Professional Learning for all expenses reasonably incurred in the performance of her duties as Director of Personnel and Professional Learning under this Agreement in accordance with the laws of the Commonwealth of Massachusetts and the policies of the Chelmsford School Committee. Such expenses shall include, but shall not be limited to, costs for transportation and attendance at appropriate local, state and national conferences and meetings. All expenses associated with travel reimbursements, including, but not

limited to conference/meetings fees, plane fare, room, board, meals, etc., shall require advanced approval of the Superintendent, and shall be based on submission of receipts. In addition, the District shall reimburse the Director of Personnel and Professional Learning for expenses and travel within and outside the District in the amount of Two Hundred Dollars (\$ 200.00) per month. A voucher shall not be required for this payment.

13. **Duties:** The Director of Personnel and Professional Learning shall perform faithfully, to the best of her ability, the duties of Director of Personnel and Professional Learning as specified in the job description, the General Laws of the Commonwealth of Massachusetts, and the policy manual of the Chelmsford School Committee and such other duties as may reasonably be requested by the Superintendent from time to time. The Director of Personnel and Professional Learning understands that the job responsibilities of the Director of Personnel and Professional Learning will require attendance at night and weekend meetings and other obligations outside of the normal workday.
14. **Licensure:** The Director of Personnel and Professional Learning shall maintain throughout the course of her employment a valid and appropriate license qualifying her to serve in the Commonwealth of Massachusetts as a public school administrator and shall supply the Superintendent with a copy of such license.
15. **Performance Evaluation:** The Director of Personnel and Professional Learning shall be evaluated annually in accordance with the standards and procedures established by the Chelmsford School Committee and mandated by the Massachusetts Department of Elementary and Secondary Education in accordance with the educator evaluation regulations 603 CMR 35.00. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for personal decisions, including, but not limited to annual salary or compensation adjustments.
16. **Termination of Employment and Other Personnel Actions:**
 - A. **Voluntary Termination:** In case of voluntary termination of employment, the Director of Personnel and Professional Learning shall give the Superintendent at least three (3) months' written notice of her intent to terminate her employment with the District.
 - B. **Layoff:** Nothing in this contract shall bar the District or Superintendent from implementing a layoff based upon a reduction in force resulting from declining enrollment or budgetary reasons or from a bona fide reorganization. The District or Superintendent shall give written notice of such layoff at least six (6) months prior to the effective date of layoff.
 - C. **Non-Renewal:** If the District or Superintendent does not intend to renew this Agreement, the District or Superintendent will provide the Director of Personnel and Professional Learning with written notice of such intention at least six (6) months prior to the date of termination. If the District or Superintendent does not notify the Director of

Personnel and Professional Learning at least six (6) months prior to the stated expiration date that it does not intend to renew this Agreement, it shall be renewed for a one-year period. Said notice of the District or Superintendent's intent to not renew the Agreement upon expiration hereunder must be given either via certified mail, return receipt requested, to the Director of Personnel and Professional Learning at her address of record, or via hand-delivery. This Agreement may be extended for successive periods of time by mutual agreement of both parties, which agreement shall be reduced to writing.

D. Dismissal, Demotion and Suspension: The Superintendent may dismiss, suspend, or demote the Director of Personnel and Professional Learning for good cause at any time. "Good cause" shall herein be defined as any ground put forth by the Superintendent in good faith that is not arbitrary, irrational, unreasonable, or irrelevant to the task of building and maintaining an efficient school system. If the Director of Personnel and Professional Learning's employment terminates for any reason at any time prior to the expiration of the term of this Agreement, her remuneration, including but not limited to all salary/compensation and benefits provided by this Agreement, shall cease as of the effective date of such termination. If the Director of Personnel and Professional Learning is suspended, she shall not be entitled to receive and shall not receive any salary/compensation for the period of such suspension. The Director of Personnel and Professional Learning may request to use any accrued vacation days prior to her separation from employment and/or the Superintendent in his discretion may schedule her vacation days prior to her final day of employment.

If the Superintendent intends to dismiss the Director of Personnel and Professional Learning prior to the expiration of this Agreement, the Superintendent shall provide the Director of Personnel and Professional Learning with written notice stating his intent to dismiss with an explanation of the grounds for such dismissal. Any suspension of the Director of Personnel and Professional Learning will be consistent with state law.

17. **Indemnification:** The Chelmsford School Committee agrees to indemnify, defend, and save harmless the Director of Personnel and Professional Learning, consistent with the requirements of Massachusetts General Laws, Chapter 258, 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 her duties as Director of Personnel and Professional Learning, other than claims caused by the grossly negligent, willful or malicious misconduct of the Director of Personnel and Professional Learning. This clause shall survive the termination of the Agreement.
18. **Agreement:** This Agreement embodies the entire agreement between the District, Superintendent and Director of Personnel and Professional Learning and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by written agreement, signed on behalf of the District by the Superintendent.
19. **Invalidity:** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement, or any

application of the Agreement is found to be contrary to the law, then such provision or application shall not be deemed to be valid except to the extent permitted by law, and all other provisions and applications of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate and triplicate thereof, this 2nd day of March, 2020.

FOR THE DISTRICT:



Jay Lang, Ed.D.
Superintendent of Schools



Cheryl L. Kirkpatrick, Ed.D.
Director of Personnel and Professional
Learning