

**CONTRACT OF EMPLOYMENT BETWEEN
AMY W. MATSON AND THE CHELMSFORD PUBLIC SCHOOLS
FOR THE POSITION OF ASSISTANT DIRECTOR OF STUDENT SUPPORT
SERVICES/OUT-OF-DISTRICT COORDINATOR**

This Contract of Employment is made as of May 6, 2021 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 Ms. Amy W. Matson, (hereinafter referred to as “the Assistant Director of Student Support Services/Out-of-District Coordinator” or “Ms. Matson”).

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

1. **Employment:** The District, through its Superintendent, employs Ms. Amy W. Matson as the Assistant Director of Student Support Services/Out-of-District Coordinator and Ms. Matson hereby accepts employment on the following terms and conditions.
2. **Term:** The Assistant Director of Student Support Services/Out-of-District Coordinator shall be employed for the period commencing July 1, 2021 through June 30, 2024. Employment shall be consistent with the provisions of applicable state law.
3. **Work Year:** The Assistant Director of Student Support Services/Out-of-District Coordinator 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 Assistant Director of Student Support Services/Out-of-District Coordinators’ regular work year shall be 260 days.
4. **Compensation:** The Assistant Director of Student Support Services/Out-of-District Coordinator shall be paid an annual salary, commencing July 1, 2021 and terminating June 30, 2022, of One Hundred Sixteen Thousand Seven Hundred and Seven (\$ 116,707.00) 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 Assistant Director of Student Support Services/Out-of-District Coordinator shall be paid an annual salary, commencing July 1, 2022 and terminating June 30, 2023 of One Hundred Nineteen Thousand and Forty One (\$ 119,041.00) 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 Assistant Director of Student Support Services/Out-of-District Coordinator shall be paid an annual salary, commencing July 1, 2023 and terminating June 30, 2024 of One Hundred Twenty One Thousand Four Hundred and Twenty Two (\$ 121,422.00) 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.

At no time during the life of this Agreement, or any extension hereof, shall the Assistant Director of Student Support Services/Out-of-District Coordinators' salary be reduced.

5. **Vacation Leave:** The Assistant Director of Student Support Services/Out-of-District Coordinator shall be entitled to receive twenty-five (25) 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 Assistant Director of Student Support Services/Out-of-District Coordinator and may be used before they accrue. Should the Assistant Director of Student Support Services/Out-of-District Coordinator 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 Assistant Director of Student Support Services/Out-of-District Coordinator 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.

Up to five (5) unused vacation days during a contract year may be carried over for personal use to the following contract year only. The Assistant Director of Student Support Services/Out-of-District Coordinator shall not accrue more than thirty (30) vacation days at any time. Any accrued but unused vacation days shall be reimbursed upon termination of employment with the Chelmsford Public Schools. The Assistant Director of Student Support Services/Out-of-District Coordinator shall provide the Director of Student Support Services 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 Assistant Director of Student Support Services/Out-of-District Coordinator 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 Assistant Director of Student Support Services/Out-of-District Coordinators' use during her own illness or injury, except that up to ten (10) days per contract year may be used for illness in the Assistant Director of Student Support Services/Out-of-District Coordinators' 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 Assistant Director of Student Support Services/Out-of-District Coordinator shall not be eligible for compensation for any accrued but unused sick days.
7. **Personal Leave:** The Assistant Director of Student Support Services/Out-of-District Coordinator shall be entitled to receive three (3) personal leave days without loss of pay per contract year with the advanced approval of the Director of Student Support Services. No accumulation of personal days exists under this Agreement. Because the Assistant Director of Student Support Services/Out-of-District Coordinators' 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 Director of Student Support Services.

8. **Bereavement Leave:** The Assistant Director of Student Support Services/Out-of-District Coordinator 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 Assistant Director of Student Support Services/Out-of-District Coordinators' mother, father, sister, brother, child, spouse, niece, nephew, or other member of her immediate household. Additional days may be granted for travel or other unusual circumstances with the approval of the Superintendent.
9. **Holidays:** The Assistant Director of Student Support Services/Out-of-District Coordinator 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 Assistant Director of Student Support Services/Out-of-District Coordinator 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 Assistant Director of Student Support Services/Out-of-District Coordinator shall remain professionally current in the field of public school student support service matters, including special education. 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 Three Thousand (\$ 3,000.00) Dollars for each fiscal year.
12. **Reimbursement for Expenses:** The District shall reimburse the Assistant Director of Student Support Services/Out-of-District Coordinator for all expenses reasonably incurred in the performance of her duties as Assistant Director of Student Support Services/Out-of-District Coordinator 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 toll and mileage 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.
13. **Duties:** The Assistant Director of Student Support Services/Out-of-District Coordinator shall perform faithfully, to the best of her ability, the duties of Assistant Director of Student Support Services/Out-of-District Coordinator 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 Director of Student Support Services or Superintendent from time to time. The Assistant Director of Student Support Services/Out-of-District Coordinator understands that the job responsibilities of the Assistant Director of Student Support Services/Out-of-District Coordinator will require attendance at night and weekend meetings and other obligations outside of the normal workday.

14. **Licensure:** The Assistant Director of Student Support Services/Out-of-District Coordinator 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 of special education and shall supply the Superintendent with a copy of such license.
15. **Performance Evaluation:** The Assistant Director of Student Support Services/Out-of-District Coordinator 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 Assistant Director of Student Support Services/Out-of-District Coordinator 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 Assistant Director of Student Support Services/Out-of-District Coordinator with written notice of such intention at least two (2) months prior to the date of termination. Failure to provide such notice shall result in the automatic renewal of this contract for a one-year period ending on June 30, 2021. 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, lay off, suspend, or demote the Assistant Director of Student Support Services/Out-of-District Coordinator 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,

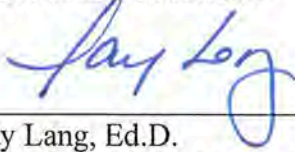
unreasonable, or irrelevant to the task of building and maintaining an efficient school system. If the Assistant Director of Student Support Services/Out-of-District Coordinators' employment terminates for any reason at any time prior to the expiration of the term of this Agreement, her remuneration, 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 Assistant Director of Student Support Services/Out-of-District Coordinator is suspended, she shall not be entitled to receive and shall not receive any salary/compensation for the period of such suspension. The Assistant Director of Student Support Services/Out-of-District Coordinator 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 or lay off the Assistant Director of Student Support Services/Out-of-District Coordinator prior to the expiration of this Agreement, the Superintendent shall provide the Assistant Director of Student Support Services/Out-of-District Coordinator with written notice stating his intent to dismiss/lay off with an explanation of the grounds for such dismissal/lay off. Any suspension of the Assistant Director of Student Support Services/Out-of-District Coordinator will be consistent with state law.

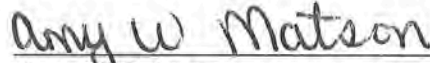
17. **Indemnification:** The Chelmsford School Committee agrees to indemnify, defend, and save harmless the Assistant Director of Student Support Services/Out-of-District Coordinator, consistent with the requirements of Massachusetts General Laws, Chapter 258, against any tort, professional liability 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 Assistant Director of Student Support Services/Out-of-District Coordinator, other than claims caused by the grossly negligent, willful or malicious misconduct of the Assistant Director of Student Support Services/Out-of-District Coordinator. This clause shall survive the termination of the Agreement.
18. **Agreement:** This Agreement embodies the entire agreement between the District, Superintendent and Assistant Director of Student Support Services/Out-of-District Coordinator 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 6th day of May, 2021.

FOR THE DISTRICT:



Jay Lang, Ed.D.
Superintendent of Schools



Amy W. Matson
Assistant Director of Student Support
Services/Out-of-District Coordinator