

**CONTRACT OF EMPLOYMENT BETWEEN
MS. DIANE M. CAREY AND THE CHELMSFORD PUBLIC SCHOOLS
FOR THE POSITION OF DIRECTOR OF HUMAN RESOURCES**

This Contract of Employment is made as of June 1, 2022 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. Diane M. Carey, (hereinafter referred to as “the Director of Human Resources” or “Ms. Carey”).

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

1. **Employment:** The District, through its Superintendent, employs Ms. Diane M. Carey as the Director of Human Resources and Ms. Carey hereby accepts employment on the following terms and conditions.
2. **Term:** The Director of Human Resources shall be employed for the period commencing July 1, 2022 through June 30, 2025. Employment shall be consistent with the provisions of applicable state law.
3. **Work Year:** The Director of Human Resources 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 Human Resources’ regular work year shall be 228 days.
4. **Compensation:** The Director of Human Resources shall be paid an annual salary, commencing July 1, 2022 and terminating June 30, 2023 of One Hundred Thirty Thousand Two Hundred Eighty One (\$ 130,281.00) 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 Human Resources shall be paid an annual salary, commencing July 1, 2023 and terminating June 30, 2024 of One Hundred Thirty Six Thousand Two Hundred and Nine (\$ 136,209.00) 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 Human Resources shall be paid an annual salary, commencing July 1, 2024 and terminating June 30, 2025 of One Hundred Forty Two Thousand Four Hundred and Six (\$ 142,406.00) 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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources.

At no time during the life of this Agreement, or any extension hereof, shall the Director of Human Resources' salary be reduced.

5. **Vacation Leave:** The Director of Human Resources 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 Human Resources and may be used before they accrue. Should the Director of Human Resources resign or retire prior to the end of the fiscal year, they will owe and agrees to have deducted from their remaining paychecks the amount equivalent to any vacation days used but not yet accrued. In the event that the Director of Human Resources resigns or retires having used more vacation days than they have accrued and is not owed any additional paychecks, they agree that they will repay the District the dollar amount equivalent to the vacation days used but not yet earned.

The Director of Human Resources may buy-back up to ten (10) days of unused vacation days at the end of the fiscal year at their 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 Human Resources 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 Human Resources shall provide the Superintendent with advanced notice and receive advanced approval of their intent to take vacation days in order to allow the District to plan accordingly.

6. **Sick Leave:** The Director of Human Resources 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 Human Resources' use during their own illness or injury, except that up to ten (10) days per contract year may be used for illness in the Director of Human Resources' 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 Human Resources shall not be eligible for compensation for any accrued but unused sick days.

7. **Personal Leave:** The Director of Human Resources 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 Human Resources' 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 Human Resources 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 Human Resources' 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 Human Resources 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 Human Resources 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 Human Resources 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 Human Resources for all expenses reasonably incurred in the performance of their duties as Director of Human Resources 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 Human Resources 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 Human Resources shall perform faithfully, to the best of their ability, the duties of Director of Human Resources 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 Human Resources understands that the job responsibilities of the Director of Human Resources will require attendance at night and weekend meetings and other obligations outside of the normal workday.
14. **Performance Evaluation:** The Director of Human Resources 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.
15. **Termination of Employment and Other Personnel Actions:**
 - A. **Voluntary Termination:** In case of voluntary termination of employment, the Director of Human Resources shall give the Superintendent at least three (3) months' written notice of their intent to terminate their 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 Human Resources 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 Human Resources 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 Human Resources at their 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 Human Resources 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 Human Resources' employment terminates for any reason at any time prior to the expiration of the term of

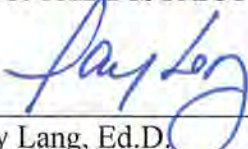
this Agreement, their remuneration, including but not limited to all salary/compensation and benefits provided by this Agreement, shall cease as of the effective date of such termination. If the Director of Human Resources is suspended, they shall not be entitled to receive and shall not receive any salary/compensation for the period of such suspension. The Director of Human Resources may request to use any accrued vacation days prior to their separation from employment and/or the Superintendent in his discretion may schedule their vacation days prior to their final day of employment.

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

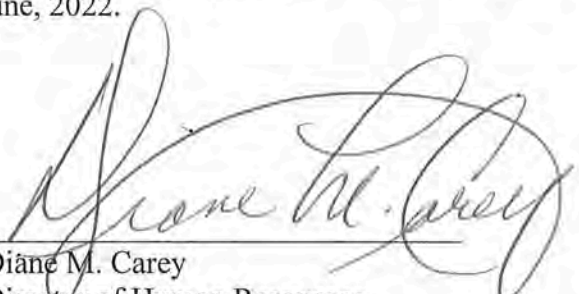
16. **Indemnification:** The Chelmsford School Committee agrees to indemnify, defend, and save harmless the Director of Human Resources, consistent with the requirements of Massachusetts General Laws, Chapter 258, against any tort, professional liability claim, or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of their duties as Director of Human Resources, other than claims caused by the grossly negligent, willful or malicious misconduct of the Director of Human Resources. This clause shall survive the termination of the Agreement.
17. **Agreement:** This Agreement embodies the entire agreement between the District, Superintendent and Director of Human Resources 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.
18. **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 1st day of June, 2022.

FOR THE DISTRICT:



Jay Lang, Ed.D.
Superintendent of Schools



Diane M. Carey
Director of Human Resources