

**CONTRACT OF EMPLOYMENT BETWEEN
BRIAN F. CURLEY AND THE CHELMSFORD PUBLIC SCHOOLS
FOR THE POSITION OF DIRECTOR OF FACILITY SERVICES**

This Contract of Employment is made as of March 27, 2023 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 Mr. Brian F. Curley, (hereinafter referred to as “the Director of Facility Services” or “Mr. Curley”).

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

1. **Employment:** The District, through its Superintendent, employs Mr. Brian F. Curley as the Director of Facility Services and Mr. Curley hereby accepts employment on the following terms and conditions.
2. **Term:** The Director of Facility Services shall be employed for the period commencing July 1, 2023 through June 30, 2026. Employment shall be consistent with the provisions of applicable state law.
3. **Work Year:** The Director of Facility Services 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 Facility Services’ regular work year shall be 228 days.
4. **Compensation:** The Director of Facility Services shall be paid an annual salary, commencing July 1, 2023 and terminating June 30, 2024 of One Hundred Thirty Nine Thousand Three Hundred and Forty (\$ 139,340.00) 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 Facility Services shall be paid an annual salary, commencing July 1, 2024 and terminating June 30, 2025 of One Hundred Forty Seven Thousand One Hundred and Eight (\$ 147,108.00) 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 Facility Services shall be paid an annual salary, commencing July 1, 2025 and terminating June 30, 2026 of One Hundred Fifty Five Thousand Three Hundred and Nine (\$ 155,309.00) 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 Director of Facility Services’ salary be reduced.

5. **Vacation Leave:** The Director of Facility Services 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 Facility Services and may be used before they accrue. Should the Director of Facility Services resign or retire prior to the end of the fiscal year, he will owe and agrees to repay the District for any vacation days used but not yet accrued.

The Director of Facility Services may buy-back up to fifteen (15) days of unused vacation days at the end of the fiscal year at his 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. All other unused vacation days shall accumulate year to year, up to forty (40) working days of which shall be reimbursed upon termination of employment with the Chelmsford Public Schools. The Director of Facility Services shall provide the Superintendent with advanced notice of his intent to take vacation days in order to allow the District to plan accordingly and shall receive the advance approval of the Superintendent.

6. **Sick Leave:** The Director of Facility Services 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 Facility Services' use during his own illness or injury, except that up to ten (10) days per contract year may be used for illness in the Director of Facility Services' family. Sick leave may be accumulated from year to year without limitation. Upon separation from employment with the District, the Director of Facility Services shall not be eligible for compensation for any accrued but unused sick days.
7. **Personal Leave:** The Director of Facility Services 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 Facility Services 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 approval of the Superintendent.

8. **Bereavement Leave:** The Director of Facility Services 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 Facility Services' 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 Facility Services 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:**

- A. The Director of Facility Services 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.
- B. **Long-Term Disability Insurance:** The District shall purchase for the Director of Facility Services a long-term disability policy based at current policy levels currently being provided to non-union Town of Chelmsford personnel (24-month duration at 60% level). The Director of Facility Services shall be credited with the paid days as needed to satisfy any reasonable waiting period for collection of benefits under any such disability policy and such days shall not be deducted from the Director of Facility Services' sick leave.
- C. **Life Insurance:** In addition to minimum statutory plans or life insurance plans available to other employees in the District, the District shall pay the entire premium for a One Million Dollar (\$1,000,000.00) term life insurance policy selected by the Director of Facility Services. Said payment will be made either directly as a premium payment to the company providing such coverage or as a reimbursement to the Director of Facility Services for premium payments already made by the Director of Facility Services to such company, in either event with appropriate tax, FICA and retirement withholdings. The beneficiary of such life insurance proceeds shall be selected by the Director of Facility Services.

11. **Professional Development:** The Director of Facility Services shall remain professionally current in the field of public school facility cleaning and maintenance. 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 Facility Services for all expenses reasonably incurred in the performance of his duties as Director of Facility Services 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 Director of Facility Services shall perform faithfully, to the best of his ability, the duties of Director of Facility Services 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 Facility Services understands that the job responsibilities of the Director of Facility Services will require attendance at night and weekend meetings and other obligations outside of the normal workday.

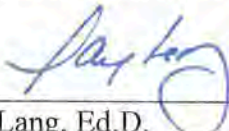
14. **Performance Evaluation:** The Superintendent shall evaluate the performance of the Director of Facility Services in writing in accordance with mutually agreed-upon performance criteria. The purpose of such evaluation is to review progress towards mutually established goals and form the basis for 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 Facility Services shall give the Superintendent at least three (3) months written notice of his intent to terminate his 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 Facility Services 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 Facility Services 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 Facility Services at his 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 will not dismiss or demote the Director of Facility Services for any arbitrary or capricious reasons. Any suspension of the Director of Facility Services will be consistent with state law.
16. **Indemnification:** The Chelmsford School Committee agrees to indemnify, defend, and save harmless the Director of Facility Services, consistent with the requirements of Massachusetts General Laws, Chapter 228, 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 his duties as Director of Facility Services, other than claims caused by the grossly negligent, willful or malicious

misconduct of the Director of Facility Services. This clause shall survive the termination of the Agreement.

17. **Agreement:** This Agreement embodies the entire agreement between the District, Superintendent and Director of Facility Services 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 this 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 27th day of March, 2023.

FOR THE DISTRICT:



Jay Lang, Ed.D.
Superintendent of Schools



Brian F. Curley
Director of Facility Services