

**CONTRACT OF EMPLOYMENT BETWEEN
LINDA J. HIRSCH AND THE CHELMSFORD SCHOOL DISTRICT
FOR THE POSITION OF ASSISTANT SUPERINTENDENT**

This Contract of Employment (hereinafter “the Contract”) is made as of April 11, 2023 by and between the Chelmsford School District (hereinafter “the District”), through its Superintendent of Schools (hereinafter “the Superintendent”), and Dr. Linda J. Hirsch (hereinafter “Dr. Hirsch” or “the Assistant Superintendent”).

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

1. **Employment.** The District, through the Superintendent of Schools, employs Dr. Hirsch as the Assistant Superintendent and Dr. Linda J. Hirsch hereby accepts said employment on the following terms and conditions.
2. **Term.** Dr. Hirsch shall be employed under this Contract for a term of three years, from July 1, 2023 through June 30, 2026. Employment will be consistent with the provisions of applicable state law.
3. **Work Year.** Dr. Hirsch shall work a twelve-month year, less all state/national holidays recognized by the District, and contracted vacation days. For purposes of proration, Dr. Hirsch’s regular work year shall be 228 days.
4. **Evaluation.**
 - A. The Superintendent shall evaluate the performance of Dr. Hirsch in writing in accordance with the Department of Elementary and Secondary Education (ESE) and pursuant to 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 personnel decisions, including but not limited to, annual salary or compensation adjustments.
 - B. The Superintendent shall prepare an evaluation of Dr. Hirsch which shall be signed by Dr. Hirsch and placed in her personnel file. Such signature shall not necessarily indicate agreement with the contents thereof but rather acknowledgement of receipt of the document. Dr. Hirsch may respond to the evaluation in writing and may attach her response to the evaluation in her file in accordance with DESE regulations.

- C. The performance assessment shall be used for the following purposes:
1. to strengthen the working relationship between the Superintendent and Dr. Hirsch and to clarify for Dr. Hirsch the responsibilities the Superintendent relies on the Assistant Superintendent to fulfill;
 2. to discuss and establish goals for the ensuing year, including Statewide Performance Standards; and,
 3. to establish the basis for incremental salary adjustments in the annual salary rate for the Assistant Superintendent set forth in Section 5 should the Assistant Superintendent receive an overall rating of proficient or better in the annual evaluation.

5. **Compensation.** Dr. Hirsch shall be paid in the following manner:

A. Base Salary

For fiscal year 2024 (July 1, 2023 through June 30, 2024), the District shall pay the Assistant Superintendent an annual salary of One Hundred Sixty Six Thousand Four Hundred and Twenty Four Dollars (\$166,424.00). For fiscal year 2025 (July 1, 2024 through June 30, 2025), the District shall pay the Assistant Superintendent an annual salary of One Hundred Seventy Three Thousand Nine Hundred and Ninety Six Dollars (\$173,996.00). For fiscal year 2026 (July 1, 2025 through June 30, 2026), the District shall pay the Assistant Superintendent an annual salary of One Hundred Eighty One Thousand Nine Hundred and Thirteen Dollars (\$181,913.00). The Assistant Superintendent's annual salary rate shall be paid to the Assistant Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

- B. The Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendent.

- C. The District wishes to recognize, as it does other employees, the value of the service provided by the Assistant Superintendent, pursuant to M.G.L. c. 32, § 1, and 840 CMR 15.03(1)(d)(5). The Assistant Superintendent shall receive a Five Thousand Dollar (\$5,000.00) annual longevity payment in each contract year in recognition of length of professional service rendered and as an incentive to the continued regularity of such service to the District.
- D. At no time during the life of this Agreement, or any extension hereof, shall the Assistant Superintendent's salary be reduced.
- E. The Assistant Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon. All sums, including but not limited to all salary or benefits due under any provision of this Article, upon resignation, termination, or death shall be paid to the Assistant Superintendent or her estate in the pay period next following same or upon appointment of a fiduciary for the estate.

6. **Vacation, Sick Leave and Fringe Benefits.**

Vacation

The Assistant Superintendent shall be entitled to thirty (30) paid vacation days annually. The vacation days shall be accumulated equally on a quarterly basis. Use of vacation days are at the discretion of the Assistant Superintendent and may be used before they are accumulated. Should the Assistant Superintendent resign or retire from the District prior to the end of the school year, she will owe and agrees to repay the District for any used vacation time not yet accumulated.

Up to ten (10) days of unused vacation leave may be carried over from year to year, excluding vacation days that are "cashed out" for financial reimbursement. A maximum of fifteen (15) days of unused vacation days may be "cashed out" at the end of the fiscal year at the then effective per diem rate of pay. The maximum number of accumulated vacation days at any time shall be forty (40) days.

All accumulated vacation time will be paid to the Assistant Superintendent (or her estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Assistant Superintendent is required to work.

The Assistant Superintendent shall be entitled to all holidays and one-half days before holidays recognized by the Committee and made available to any other Committee employee.

Dr. Hirsch shall provide the Superintendent or his designee with advance notice of her intent to take vacation in order to allow the District to plan accordingly.

Sick Leave

Dr. Hirsch shall be entitled to receive eighteen (18) sick days per year, cumulative from year to year. Sick leave is for Dr. Hirsch to use during her own illness or injury, except that up to ten (10) days per Contract year may be used for illness in Dr. Hirsch's family.

Sick leave may be accumulated from year to year without limitation. Upon retirement and after ten (10) years of service to the Chelmsford Public Schools, unused sick leave may be bought back at the per diem rate, subject to a total cap not to exceed seven thousand five hundred dollars (\$7,500.00). The Assistant Superintendent will retain any accumulated sick time from her previous years of employment in the District.

Other Benefits

Dr. Hirsch shall be granted personal leave without loss of pay for time necessary with the advance approval of the Superintendent.

Dr. Hirsch also shall be entitled to receive insurance (health, dental, and life) benefits and such other fringe benefits as currently, or in the future, are provided to other non-unionized managerial staff in the District, exclusive of the Superintendent.

The District shall purchase for the Assistant Superintendent 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 Assistant Superintendent 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 Assistant Superintendents' sick leave.

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 Assistant Superintendent. Said payment will be made either directly as a premium payment to the company providing such coverage or as a reimbursement to the Assistant Superintendent for premium payments already made by the Assistant Superintendent 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 Assistant Superintendent.

For purposes of this paragraph, a “year” for purposes of calculating benefits, shall run from July 1st of one year to June 30th of the next year.

Dr. Hirsch shall remain professionally current and meet the requirements to retain certification as a Superintendent/Assistant Superintendent under the state law as amended. The School Committee will support participation in conferences, membership to professional organizations associated with the position and course work to achieve the goals of professional development.

Reimbursement for courses, not to exceed seventy-five percent (75%) of the cost of any course, shall be subject to the advance approval of the Superintendent. Dr. Hirsch shall be limited to \$3,000.00 reimbursement for each fiscal year. With the approval of the Superintendent, Dr. Hirsch will be reimbursed for membership dues to organizations important to her work as Assistant Superintendent.

Dr. Hirsch will be reimbursed for travel, registration, lodging and other reasonable expenses directly connected with attendance at workshops, conventions or seminars approved in advance by the Superintendent or his designee. In addition, the District shall reimburse the Assistant Superintendent for expenses and travel within and outside the District in the amount of four hundred dollars (\$400.00) per month. A voucher shall not be required for this payment.

The District shall provide Dr. Hirsch with a cell phone, computer and any other reasonable technology to enable efficient time management and fluid communications, and the District shall pay for any monthly service fees.

7. **Duties.** Dr. Hirsch shall perform faithfully, to the best of her ability, the duties of Assistant Superintendent as specified in the job description, the General Laws of Massachusetts and the policy manual of the Chelmsford School Committee and such other duties as may reasonably be requested by the Committee from time to time. Dr. Hirsch understands that the job responsibilities of Assistant Superintendent will require attendance at night meetings and other obligations outside the normal workday.

8. **Termination of Employment and Other Personnel Actions.**

A. **Voluntary Termination.** In case of voluntary termination of employment, Dr. Hirsch 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 the 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 will give written notice of such layoff at least six (6) months prior to the effective date of layoff.

- C. **Non-renewal.** If the District does not intend to renew this Contract, the Superintendent will provide Dr. Hirsch with written notice of such intention by no later than December 1, 2025. In the absence of notification of non-renewal, Dr. Hirsch's contract will be extended one full year of employment. 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.** At any time during the term of this Contract, the Superintendent may dismiss, demote and/or suspend Dr. Hirsch from the position of Assistant Superintendent for good cause, consistent with the procedures set forth in MGL c. 71, § 41, MGL c. 71, § 42 and MGL c. 71, 42D.

The parties agree that the term "good cause" shall include, but shall not be limited to, any ground that is put forth in good faith that is not arbitrary, irrational, unreasonable or irrelevant to the efficient operation of the public schools, including but not limited to incompetence, incapacity, unbecoming conduct, or insubordination, failure to satisfy performance standards developed by the Superintendent and the School Committee, or other good cause.

9. **Indemnification.**

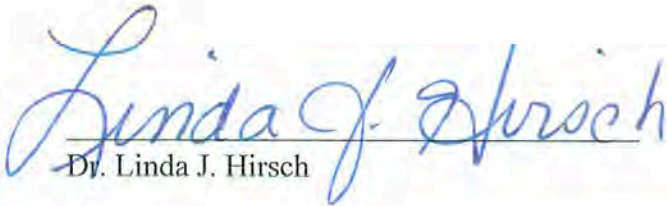
- A. The Committee shall at all times indemnify, hold harmless and defend the Assistant Superintendent to the maximum extent and in accordance with the terms of MGL c. 258. The Assistant Superintendent shall comply with all obligations to assist in any litigation instituted in which the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Assistant Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at her then-effective per diem rate of pay.

- B. In the event that the Assistant Superintendent is personally named as a defendant in a civil action and has been acting within the scope of her employment, the Assistant Superintendent may retain, at the Committee's expense and upon prior notice to the Committee, independent legal counsel to provide representation to her in any proceedings in state or federal court. In such cases, counsel for the Committee shall retain primary responsibility for

preparation and presentation of the case. As a condition of retaining independent counsel, the Assistant Superintendent shall have a duty to cooperate fully and completely with the Committee and the Committee's counsel and to engage in a joint defense of such action.

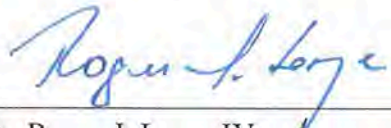
C. These indemnification provisions, Article 9, A, B and C, shall survive expiration of this Contract or the cessation of the employment relationship by any means or cause.

10. **Agreement.** This Contract embodies the entire agreement between the parties and may not be changed except by written agreement, signed on behalf of the District by the Superintendent. This Contract shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Contract or any application of this Contract is found to be contrary to law, then such provisions or application shall not be deemed to be valid except to the extent permitted by law, and all other provisions and applications of this Contract will continue in full force and effect.



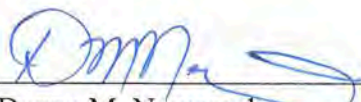
Dr. Linda J. Hirsch

4/11/2023
Date



Dr. Roger J. Lang, IV
Superintendent of Schools

4-11-2023
Date



Donna M. Newcomb
Chair, Chelmsford School Committee

4/11/2023
Date