

CONTRACT OF EMPLOYMENT

Between

Jessica Davis

and the

Mansfield Public Schools

For the Position Of

Assistant Superintendent for Student Services

WHEREAS, the Mansfield Public Schools, (hereinafter “The District”) acting through its Superintendent of Schools, desires to employ Jessica Davis as Assistant Superintendent for Student Services, and;

WHEREAS, Jessica Davis desires to be so employed in accordance with the terms and conditions of employment contained herein;

NOW, THEREFORE, the parties hereto in consideration of the mutual rights and obligations contained herein do hereby agree and covenant as follows:

ARTICLE ONE DEFINITION OF EMPLOYEE

In accepting an appointment under this contract, it shall be understood that the Assistant Superintendent for Student Services is an Employee. Employees are School Department staff members who perform leadership, management, and/or administrative support duties and are not members of a collective bargaining unit. The Employee will assume an obligation to be acquainted fully with the philosophy, purposes, and objectives of the system. The Employee shall agree without reservation to maintain a high level of performance, continue professional development as a professional Employee, and carry out effectively the responsibilities contained in that Employee's job description as well as other assigned duties.

ARTICLE TWO EMPLOYMENT

- A. The District hereby hires Jessica Davis to serve as Assistant Superintendent for Student Services for Mansfield Public Schools, in accordance with Massachusetts General Laws, Chapter 71, subject to the limitations of state and federal law and to the direction and supervision of the District's Superintendent of Schools. The Employee shall also be responsible for implementation of the District's educational policies as defined by the Mansfield School Committee and for the implementation of all collective bargaining agreements or individual employment contracts between the Mansfield School Committee and/or the Superintendent of Schools, and staff within the school.
- B. The Employee shall have all express authority granted to an Assistant Superintendent for Student Services by Massachusetts General Laws, Chapter 71, together with all express authority given to the Assistant Superintendent for Student Services of Mansfield Public Schools by the School Committee and/or by the Superintendent.
- C. The Employee is hereby assigned to the position of Assistant Superintendent for Student Services; nevertheless it is expressly understood and agreed that the Superintendent may, at any time after consultation with the Employee, in the Superintendent's sole discretion, transfer or reassign the Employee, temporarily or permanently, to another equivalent position within the District.

- D. The Employee hereby warrants that they are properly certified by the Commonwealth of Massachusetts for the position of Assistant Superintendent for Student Services and that they will take all necessary steps to maintain said certification throughout the duration of this contract.

ARTICLE THREE APPOINTMENT

This contract constitutes an appointment by the Mansfield School Committee through the recommendation of the Superintendent.

ARTICLE FOUR TERM

- A. The Employee shall be employed for a period commencing July 1, 2024 and ending June 30, 2027.
- B. Unless the Employee is sooner terminated in accordance with paragraph 3 of this section; this Contract shall be for a term of three (3) years and may thereafter be renewed on terms that are mutually acceptable to the parties hereto.
- C. If the School Committee or the Superintendent contemplates reducing the number of Employees because of financial limitations, reorganization, or any other reason, the Superintendent shall provide the Employee with written notice of the intent to exercise this option thirty (30) days prior to the effective date of reduction.
- D. In the event that the Employee elects to terminate this contract before June 30, 2027, they may do so with not less than forty-five (45) calendar days written notice delivered to the Superintendent of Schools. Once said notice has been delivered, it may not be rescinded without the written permission of the Superintendent. In the event that the Employee elects to terminate this contract prior to its expiration date, they shall thereby forfeit any vacation time which has not yet been earned. This provision shall not affect accrued vacation leave that the Employee has accumulated from prior years of employment.

ARTICLE FIVE COMPENSATION

The Employee's annual salary will be \$140,000.00 for a twelve (12) month period. Salaries will be prorated for work years that are less than twelve (12) months.

Jessica Davis shall be entitled to necessary business and other miscellaneous expenses in the amount of \$1,500.00 annually in equal monthly installments, as an allowance for in-state and out-of-state mileage expenses. The Assistant Superintendent for Student Services shall not be required to submit vouchers for mileage expenses.

ARTICLE SIX WORK SCHEDULE

- A. The Employee's work year shall consist of two hundred sixty (260) work days.
- B. The Employee recognizes that their responsibilities are not determined by prescribed hours and conditions and they will perform the directed and implied duties of the position as determined by the Superintendent of Schools and will expend the time and effort necessary to effectively achieve the goals and purposes of the Mansfield Public School District, including attendance at night meetings.

The employee shall be entitled to paid leave on each of the following holiday:

New Year's Day	Juneteenth Day	Veterans Day
Martin Luther King Day	Fourth of July	Thanksgiving Day
Presidents' Day	Labor Day	Friday after Thanksgiving Day
Patriots' Day	Columbus Day	Christmas Day
Memorial Day		

ARTICLE SEVEN VACATION

The Employee is eligible for twenty-five (25) days of vacation, with pay, exclusive of holidays and weekends per contract year. A maximum of ten (10) unused vacation days may be carried over into the following year, with all of this unused vacation leave forfeited at the end of each contract year. Vacation days shall be prorated for any contract year in which the Employee works less than twelve (12) months. The Employee shall schedule vacation days at their discretion, subject to the advance approval of the Superintendent. The Employee shall attempt to avoid conflicts between their vacation time and regularly scheduled school activities and School Committee meetings.

ARTICLE EIGHT SICK LEAVE ALLOWANCE

The Employee will receive twenty (20) days per contract year in the event of their own illness or injury. The Employee may accumulate accrued but unused sick days up to a maximum of one hundred fifty (150) days. Unused sick days in excess of 150 days will be forfeited at the end of each contract year.

The Employee shall be entitled to use up to ten (10) days of paid sick leave during any contract year in the event of serious illness within their immediate family, which shall be defined as spouse, child, stepchild, parent, sibling, grandparent, grandchild, mother or father-in-law, daughter or son-in-law, brother or sister-in-law, or any other relative of the Employee or of their spouse, which relative was actually domiciled in the Employee's home at the time of such death or serious illness. The Superintendent may, but shall not be required to, permit the use of additional paid sick leave for these purposes.

ARTICLE NINE BEREAVEMENT

In the event of a death in the immediate family, the Employee shall be entitled to a leave of absence for five (5) consecutive days at time of death in the immediate family without loss of salary or loss of credit from annual or cumulative leave. The term immediate family shall include father, mother, brother, sister, spouse, child, grandparents, father-in-law, mother-in-law, or member of the immediate household. A member of the immediate household is someone who has a close ongoing relationship with the Employee and who lives in the same single family unit. One (1) day off without loss of pay shall be granted for the death of an aunt and uncle who are not members of the household, and additional days off of such purpose may be granted for each death of a member of the Employee's family who is not listed above upon authorization of the Superintendent.

ARTICLE TEN PERSONAL DAYS

The Employee is entitled to three (3) days per year leave of absence for personal, legal, and family matters which require absence during work hours. Application for such days will be provided with as much advance notice that is reasonably possible. Personal Days must be used within the fiscal year and cannot be rolled over to the next year.

ARTICLE ELEVEN RELIGIOUS HOLIDAYS

The Employee shall be granted a leave of absence, without loss of pay, for the observance of religious holidays up to maximum of three (3) days in a contract year, subject to the condition that the Employee is required to observe the day as a holiday as a tenet of their religion.

ARTICLE TWELVE PROFESSIONAL MEMBERSHIP

The Committee shall assume the cost for one (1) state and one (1) national professional organization.

ARTICLE THIRTEEN PROFESSIONAL CONFERENCE EXPENSES, MILAGE AND OTHER ACTIVITIES

The Employee may engage in speaking, writing, lecturing, consultative work or academic teaching assignments for which outside compensation is received; provided, however, that such activities do not in any manner interfere with the performance of their duties under this Agreement, or give the appearance of a conflict of interest. The Employee may engage in these activities subject to the advance approval of their Building Principal and Superintendent of Schools.

The Employee shall have available a maximum of \$1,000.00 per contract year for the purpose of tuition reimbursement; travel attendance and expenses at local, state and national professional conferences; publications and additional membership dues in professional associations. The Employee shall be reimbursed from these funds for the cost of tuition for any course which is approved in advance by the Superintendent and which the Employee successfully completes.

Whenever required to travel, the Employee shall be reimbursed at the town's mileage rate.

ARTICLE FOURTEEN INSURANCE BENEFITS

The School Department will pay the maximum percentage permitted by law consistent with other School Department Employees for the cost of insurances listed below.

- A. The Employee is eligible to receive the same medical insurance and life insurance benefits and options that are offered to all other District employees.
- B. Any other health insurance plan which the School Department legally provides to Employees.
- C. An Employee working twenty (20) or more hours per week must participate in the appropriate retirement system. A percentage of pay will be deducted for retirement purposes as described by the State Retirement Statute.
- D. The Employee will be eligible to participate in "tax sheltered" annuity plans as allowed by state and federal regulations.
- E. All Employees will be paid via direct deposit into a bank account established by the employee. Employees will provide the necessary account information to the School Department.

ARTICLE FIFTEEN EVALUATION

- A. The Superintendent shall evaluate Jessica Davis's performance not less than annually, based upon the Employee's performance of duties as:
 - 1. assigned by this contract;

2. contained in the policies of the Mansfield School Committee;
3. contained in the policies and directives of the Superintendent; and,
4. contained in the annual school improvement goals mutually agreed upon by the Assistant Superintendent for Student Services and the Superintendent

- B. The Employee's annual evaluation may allocate among the items described in Paragraph A above, various weights, as determined by the Superintendent, in their sole discretion.
- C. The Employee's annual evaluation shall be in writing and shall be presented to the Employee with an opportunity to review it orally and in writing with the Superintendent, on or before June 1 of each year of this contract.

ARTICLE SIXTEEN TERMINATION, DEMOTION, AND SUSPENSION

- A. The Superintendent of Schools may dismiss or demote Jessica Davis during the term of this contract for good cause consistent with the requirements of Mass. Gen. L. ch. 71, Section 41. The parties hereby expressly acknowledge that Massachusetts General Laws, Chapter 71, Section 41 shall constitute the parties' exclusive rights and remedies for dismissals or demotions. Good cause shall include any breach of this contract and any other ground, which is not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the Superintendent's task of running a sound school system. See Springate v. School Committee of Mattapoissett, 11 Mass. App. Ct. 304 (1981).
- B. The District retains the exclusive right to non-renew Jessica Davis at the conclusion of each of Jessica Davis's first three years of employment with the District (i.e., on or before June 30th of each year), without recourse. Jessica Davis will be given notice if it is the intent of the District to not renew by April 30th of each of the first three years. The provisions of Article Fifteen, paragraph A shall not apply to non-renewals.

ARTICLE SEVENTEEN SEVERABILITY

It is hereby understood and agreed by the parties that if any part, term, or provision of this agreement is held by an arbitrator, an administrative agency, or a court of competent jurisdiction to be invalid or unlawful, the validity of the remaining portions of this contract shall not be affected and those portions shall be enforced and shall remain in full effect as if this contract did not contain the offensive part, term, or provision.

ARTICLE EIGHTEEN INDEMNIFICATION

Jessica Davis shall be indemnified and held harmless by the Committee to the extent permitted by Massachusetts General Laws ch. 258 for any and all demands, claims, suits, actions and legal proceedings brought against them for actions taken within the scope of employment. This obligation shall continue in full force and effect after Jessica Davis leaves their position. If Jessica Davis fails to cooperate in a full and timely manner with the investigation and/or defense of any actions brought against them, then the Committee will be under no obligation to indemnify Jessica Davis pursuant to this agreement.

ARTICLE NINETEEN ENTIRE AGREEMENT

This contract embodies the whole agreement between the District and Jessica Davis and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be modified except as agreed upon and signed by both parties. The School Committee will be apprised of all modifications.

This appointment is contingent upon completion of the Mansfield Public Schools New Hire Process.

IN WITNESS THEREOF, the parties have executed this contract on the date set forth below.

Jessica Davis, Assistant Superintendent for Student Services

Date

Teresa Murphy, Superintendent of Schools

Date