

## **CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT OF SCHOOLS**

This Contract of Employment (hereinafter "the Agreement") is made this 25th day of February 2025, between the School Committee for the Town of Mansfield, (hereinafter referred to as "the Committee"), and Ms. Michelle McKeon (hereinafter referred to as "the Superintendent" or "Ms. McKeon.") For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

### **1.     Employment**

The Committee hereby employs Ms. McKeon in the position of Superintendent for the Mansfield Public Schools, and Ms. McKeon hereby accepts such employment on the following terms and conditions:

### **2.     Term**

This Agreement shall commence on July 1, 2025, and shall expire on June 30, 2028, unless otherwise terminated sooner by either party pursuant to this Agreement. The Committee agrees that it shall notify the Superintendent no later than December 31, 2027, of its intention to either renew or to not renew this Agreement.

### **3.     Compensation**

For the period of July 1, 2025, through June 30, 2026, the Superintendent shall be paid an annual salary of Two Hundred Thousand Dollars (\$200,000.00). Such salary is subject to lawful deductions and is to be paid in equal installments, according to the practice of the Town of Mansfield and the Mansfield Public Schools. On or about May 1st of each year of this contract, the Committee agrees to meet with the Superintendent of Schools to discuss salary, benefits, and compensation for successor years of the Agreement.

The Superintendent's annual salary shall be increased by a minimum of two percent (2%) on July 1, 2026, and by a minimum of two percent (2%) on July 1, 2027.

In the event of an extension beyond June 30, 2028, a retention incentive payment of \$5,000 will be added to the Superintendent's annual base salary on July 1, 2028, in addition to any other salary, benefits, and compensation agreed to by the Superintendent and the Committee.

At no time during the term of this contract or any extension thereof shall the Superintendent's scheduled salary, benefits, or compensation be reduced.

### **4.     Work Year and Workday**

The work year shall commence on July 1<sup>st</sup> and end on June 30<sup>th</sup>. The Superintendent shall be entitled to time off with pay on the following holidays:

New Year's Day	Juneteenth	Veterans Day
Martin Luther King, Jr. Day	Independence Day	Thanksgiving Day
Presidents' Day	Labor Day	Day After Thanksgiving
Patriots' Day	Columbus Day	Christmas Day
Memorial Day		

The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of their position. Due to the unique nature of this employment, it is understood and agreed that to properly perform the job required, the Superintendent may have to expend additional time other than or beyond the normal 8-hour workday, including weekends, and the Superintendent agrees to do same as required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency, or such other meetings or conferences as requested by the Committee, including meetings of Town Boards and Committees. Because the Superintendent's workday and week is flexible and frequently extends beyond the regular or normal work hours of the Central Office, time off during the workday for personal reasons or business will be allowed without loss of pay or deduction from vacation or personal leave; further, there may be occasions when the Superintendent works at home or otherwise away from the office. In such cases, the Superintendent shall notify the Chair of the School Committee in advance and advise the office of their whereabouts and be available telephonically or electronically in such cases. It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules, and regulations, and that there shall be no paid overtime or additional compensation for said additional time.

5. Duties of Superintendent

The Superintendent shall faithfully, diligently, and competently perform the duties and responsibilities of Superintendent as provided by law, herein and as outlined by the Committee, and shall serve as the Chief Executive of the school system. The Superintendent shall follow all other general laws and regulations of the Commonwealth and all the terms and conditions of this Agreement. The Superintendent shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such times and places and in such manner as the Committee may from time to time direct.

6. Termination of Employment Contract by The Superintendent

The Superintendent shall have the right to terminate this Agreement before the term of its completion by giving one hundred twenty (120) calendar days' notice in writing to the Committee prior to the desired termination date. Said notice shall be sent to the Committee by certified mail, return receipt requested, addressed to the residence of the Chairperson of the Committee at the time said notice is sent. Both

parties to this Agreement may, by mutual agreement, agree to notice of less than one hundred twenty (120) calendar days if requested by the Superintendent.

7. Termination of Employment Contract by the Committee

a. The Committee may, by a majority vote of the Committee, dismiss the Superintendent for cause at any time prior to the expiration date of this Agreement. As used herein, termination "for cause" shall mean termination for any grounds put forth by the Committee that are not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operation of the school system. A dismissal by the Committee pursuant to this paragraph shall sever any and all rights that the Superintendent shall have under this Agreement for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation.

b. In the event the Committee considers the termination of this contract pursuant to paragraph a. above, the Committee shall give reasonable advance written notice and an opportunity to be heard to the Superintendent prior to any vote on the issue of termination. Said written notice shall be in sufficient detail to inform the Superintendent of the basis of any such termination. At any such meeting, the Superintendent shall have the right to be represented by counsel of her choosing and to present evidence on her own behalf.

c. The Superintendent may appeal their dismissal for cause by the School Committee to final and binding arbitration through the American Arbitration Association (AAA) by filing a demand for arbitration with the AAA within thirty (30) calendar days of the School Committee's vote. The arbitration process described herein shall be the Superintendent's exclusive remedy for any dismissal action. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome. Upon a finding that the dismissal was improper under the standards set forth herein, the arbitrator may award appropriate back pay and/or benefits. However, under no circumstance may the arbitrator award reinstatement or punitive, consequential, nominal damages, or compensatory damages other than back pay or benefits.

8. Professional Activities

The Superintendent may undertake, and 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 the Superintendent's duties under this agreement, violate any of the provisions of Mass. Gen. L. Chapter 268A, or give the appearance of a conflict of interest. The Superintendent shall provide prior notice to the Chairperson of the Committee before engaging in any such activity.

9. Licensure

The Superintendent shall furnish suitable evidence of an appropriate licensure qualifying them to act as Superintendent as required by Mass. Gen. L. Chapter 71, Section 38G and further agrees to maintain said licensure in good standing throughout the term of this Agreement.

10. Reimbursement for Professional Activities

- a. The Committee agrees to reimburse the Superintendent for reasonable professional activities, including State and National conventions, in an amount up to Two Thousand Five Hundred Dollars (\$2,500.00) per contract year, subject to the Committee's adopted and approved budget. The Superintendent shall provide a detailed report to the Committee on such activities.
- b. The Committee shall reimburse the Superintendent for costs of annual membership in the Massachusetts Association of School Superintendents (MASS) and the American Association of School Administrators (AASA).
- c. The Committee shall pay the cost for the Superintendent's participation in the Massachusetts Association of School Superintendents New Superintendent Induction Program (NSIP) for the first, second, and third Contract Years: such cost shall not be subject to the \$2,500.00 limit in section 10.a. The Committee shall pay the cost for participation in NSIP for the first Contract Year up to Five Thousand Dollars (\$5,000.00) and for the second and third Contract Years up to Four Thousand Seven Hundred Dollars (\$4,700.00) per contract year.

11. State Retirement Association

The Superintendent shall be a member of the Massachusetts Teachers' Retirement System (MTRS).

12. Fringe Benefits

- a. Vacation. The Superintendent shall be entitled to twenty-five (25) days of vacation per year with pay. Up to ten (10) days of unused vacation may be carried over from one year to the next; however, at no time may the Superintendent have a balance of unused vacation days which exceeds thirty-five (35).
- b. Tax-Sheltered Annuities. The Superintendent shall have the opportunity to participate in a tax-sheltered annuity program to the same extent it is offered to other professional employees (teachers and administrators) of the Mansfield Public Schools.
- c. Insurance. The Superintendent shall be entitled to participate in the family medical, hospitalization, dental, and life insurance programs as offered to other professional employees (teachers and administrators) of the Mansfield Public Schools at the same contribution and coverage levels.

- d. Sick Leave. As of the commencement date of this contract, the Superintendent shall be credited with forty sick days in recognition of the Superintendent's service in other school districts. In recognition of receiving sick days as of the first day of work, the Superintendent shall not accrue sick days during the first year of service in the district. Commencing July 1, 2026, the Superintendent shall be awarded twenty (20) days of sick leave with pay per year for workdays missed due to personal illness or injury. Sick leave may be accumulated from year-to-year to a maximum of one hundred fifty (150) days and are not paid out upon termination. The Superintendent shall be entitled to use up to ten (10) days of paid sick leave during any contract year in the event of illness within their immediate family, which shall be defined as child (biological, adopted, or foster), stepchild, spouse, domestic partner, parent, stepparent, sibling, mother or father-in-law, daughter-or son-in-law, grandchild, or grandparent. The School Committee may, but shall not be required to, permit the use of additional paid sick leave for these purposes.
- e. Personal Leave. The Superintendent shall be allowed three (3) days of personal leave with pay each contract year. Personal days shall not accumulate from year to year and are not paid out upon termination.
- f. Bereavement Leave. The Superintendent shall be allowed five (5) days of leave with pay for absences on workdays at the time of the death/funeral of their spouse, domestic partner, parent, stepparent, sibling, child, stepchild, grandchild, grandparent, or in-law (grandparent, father, mother, sibling, son, daughter). Up to one day of paid bereavement time can be taken to attend a funeral or memorial service of relatives not listed above.
- g. Jury Duty. The Committee shall pay the Superintendent the differences in pay between their regular daily salary and the amount the Superintendent receives for jury service upon presentation of appropriate documentation from the court and/or the Office of the Jury Commissioner indicating the days served on jury duty and the amount received for such service.
- h. Business Expenses. The Committee shall reimburse the Superintendent Two Thousand Five Hundred Dollars (\$2,500.00) annually in equal monthly installments, as an allowance for in state and out-of-state mileage expenses. The Superintendent shall not be required to submit vouchers for mileage expenses.
- i. The Committee shall provide the Superintendent with a desktop computer or similar arrangement (e.g. docking station), laptop computer, and a district-issued cell phone to perform school district work. The Committee shall pay any monthly fees associated with such equipment. At such time as the Superintendent leaves the school district for any reason, the Superintendent shall return all equipment.

13. Performance & Evaluation

The Committee will evaluate the Superintendent's performance as Superintendent of Schools annually consistent with the requirements for evaluating superintendents promulgated by the Department of Elementary and Secondary Education and by law, including following the five-step cycle for the evaluation of superintendents. Upon completion of the evaluation process, the Superintendent's written evaluation shall be signed by the Chair of the Committee and the Superintendent and shall be placed in her personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach her response to the evaluation in her file.

The Superintendent shall fulfill all aspects of this contract. Any exceptions hereto shall be in mutual agreement between the Superintendent and Committee in writing. Said exception shall be in writing signed by both parties.

14. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for immediate termination of this Agreement and the Superintendent's employment.

15. Arbitration

a. Scope of Controversy - Any controversy or claim relating to any term or condition of this agreement or breach thereof shall be settled and determined by arbitration. The parties agree that they shall utilize the American Arbitration Association for such arbitration, which shall be carried out pursuant to the rules of AAA pertaining to arbitration of disputes under individual employment contracts. The superintendent must file a demand for arbitration within thirty (30) calendar days of the date the superintendent first became aware of the basis for filing, or within thirty (30) calendar days of the date when the superintendent should have known of the basis for filing a demand for arbitration.

b. Arbitrator's Authority - The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator may enter any and all appropriate relief, provided it is consistent with the provisions of Section 7(c) of this Agreement.

16. Indemnification

The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent of and in accordance with the terms of MGL c. 258. The Superintendent agrees to promptly notify the School District of any such claim and to cooperate fully with counsel designated by the School District to handle such claim. The School District may obtain insurance to cover its obligations hereunder as it deems appropriate. This section shall survive the termination of this Agreement.

17. Entire Agreement

This Agreement represents the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. Any amendments to or changes in this Agreement shall be in writing and signed by both parties to be enforceable.

18. Invalidity

If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and said remainder shall be binding and effective against all parties.

19. This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.


20. This Agreement supersedes any prior agreements between the parties and upon execution hereof any prior agreement shall be null and void.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this 25th day of February in the year 2025.

By:

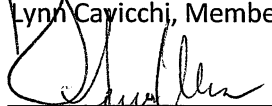
  
Michelle McKeon, Superintendent of  
Schools


Mansfield School Committee:

  
Steve Schoonveld, Chair

  
Jennifer Sellon, Vice-Chair

  
Lynn Cavicchi, Member

  
Jenn Walsh, Member

  
Vivian Webster, Member