

CONTRACT OF EMPLOYMENT
Between
THE MASHPEE SCHOOL COMMITTEE and

This Contract or Agreement made this 1st day of February, 2017 by and between the Mashpee School Committee (hereinafter referred to as the "Committee") and (hereinafter referred to as the "Superintendent").

I. DEFINITIONS:

A. Expiration date: Is defined as the date on which the Contract ends between the Committee and the Superintendent;

B. Notification date of non-renewal by the Committee: In the case of the expiration date of the contract being June 30, 2021, then six months prior would be being December 31, 2020.

C. Social media accounts: Are websites, applications, services, or other places where opinions, pictures, news, stories and other information may be posted electronically and include, but are not limited to, Facebook, Twitter, LinkedIn and similar electronic sites.

D. School Committee Policies: The administrative and governance policies enacted from time to time by the School Committee that provide overall direction regarding the educational philosophy, management, and operation of the Mashpee Public Schools.

E. School Year: The period starting on July 1st and ending on June 30th of the succeeding year.

F. Flexible Time Off ("FTO"): Paid time off that is available for the purpose of taking vacations and for transacting or attending to personal matters (other than covering personal illness which is covered by sick leave and/or leave for bereavement purposes which is covered by bereavement leave).

G. Good Cause: For purposes of this contract shall mean any ground that is put forth by the Committee in good faith that is not arbitrary, irrational, unreasonable, or irrelevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

II. WITNESSETH:

A. WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

B. WHEREAS, the Committee and the Superintendent believe that a written employment

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contract is necessary to describe their expectations, goals, relationship, and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education programs of the schools;

C. WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts and will maintain same during the period covered by this Agreement; and

D. WHEREAS, the Committee and the Superintendent have agreed to a contract term of four and one-half (4 ½) years, covering the period of January 1, 2017 through June 30, 2021.

E. NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

III. EMPLOYMENT

- A. The Committee hereby agrees to employ _____ as Superintendent of the Schools of the Mashpee Public School District, Mashpee, Massachusetts for a period to commence as of January 1, 2017, and to end on June 30, 2021, and _____ hereby accepts such employment, upon the terms and conditions contained herein this Agreement.
- B. Notice of the School Committee's intent to not renew the Contract upon expiration hereunder must be given by certified mail, return receipt requested, to the Superintendent at her last known address of record at least six (6) months prior to the expiration date of this Agreement. In the event both the Superintendent and the Committee give notice indicating their desire for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by December 1, 2020.
- C. The Superintendent may terminate her employment under this Agreement by giving the School Committee written notice of her intent to resign on or before February 1st of any contract year to take effect on June 30th of any contract year unless the parties mutually agree on another date. The Superintendent may resign effective a date other than June 30th with the understanding that certain conditions will apply, including the loss of some benefits.

IV. RESPONSIBILITIES AND DUTIES

- A. The Committee is responsible for the establishment of a school budget, development of policy and employment of the Superintendent pursuant to M.G.L. c.71, §37. The administration of school policy set by the Committee pursuant to M.G.L. c.71 §37, and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c.71, §59. The parties hereto agree that:

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1. The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, discipline, or termination of personnel employed or to be employed by the "School District" consistent with state law, contract obligations and School Committee Policies. Where state law delegates to the Committee the specific hiring authority for a position, the Committee agrees to receive a recommendation thereon from the Superintendent. If the Committee rejects the Superintendent's recommendation, it shall state at the meeting at which the appointment is made the basis to its rejection of the Superintendent's recommendation, which basis shall be part of the minutes of the meeting.
2. The Superintendent and/or her designee(s) shall have the right to attend all regular and special meetings of the Committee and all sub-committee meetings thereof, except special meetings called by the Committee to discuss negotiation strategy for the Superintendent's contract, and shall serve as advisor to both the Committee and its sub-committees and may make recommendations on all matters affecting the School District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and shall have a seat at the Committee table.
3. The Superintendent shall not through her words, actions or treatment of individuals intentionally debase the Committee, the Mashpee Public Schools or the Town of Mashpee and will consistently demonstrate and treat all Administrators, staff, students, parents and community members with the utmost dignity and respect.
4. Criticisms, complaints, and suggestions received by or that the Committee or committee members are aware of shall be promptly referred to the Superintendent for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent.
5. The Superintendent may become aware of criticisms, complaints, and suggestions posted on social media accounts; however, the Superintendent shall not respond to these on third-party social media sites and may only use the official school's social media accounts to post responses. This does not restrict or prevent the Superintendent from initiating or reposting news articles or messages using her personal social media accounts to highlight the accomplishments of students, staff, Administrators, or others in the Mashpee Public Schools.

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6. The Superintendent is assured that Committee rules, regulations, or policies, are not in conflict with this Agreement and state law. Where, in the future, such conflict exists, this Agreement or state law shall supersede such policy.
7. The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts.
8. The Superintendent is expected to, provided that doing so does not conflict with the smooth operation of the school district administration, maintain a high profile of community visibility and participation that is consistent with the status of the position.
9. The position of Superintendent requires full time service over twelve (12) months of the year, less weekends, FTO and holidays. Attendance at night and/or emergency meetings of the School Committee and meetings or events that involve matters relevant to the schools where attendance by the Superintendent is expected, is a common feature of the position. While attendance by the Superintendent to night or weekend events put on by or involving the schools is expected, this does not mean that the Superintendent is required to attend all night or weekend events.
10. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without any loss of pay or deduction from FTO.

V. GOALS AND OBJECTIVES

- A. The Committee and the Superintendent shall mutually agree to a set of goals and objectives, including measurable outcomes and benchmarks, on an annual basis. The Superintendent shall present a draft of her annual goals and objectives to the School Committee by no later than September 1st of each school year. The Committee and the Superintendent will make every effort to finalize the annual goals and objectives set forth for the school year by October 1st of each school year.
- B. These goals and objectives shall be utilized subsequently by the Committee as part of the Superintendent's annual evaluation and shall be considered an addendum to this contract.

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VI. PERFORMANCE AND EVALUATION

- A. The Superintendent and Committee shall fulfill all the terms of this Contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent and memorialized in writing.
- B. The Committee shall evaluate the performance of the Superintendent in accordance with the regulations of the Department of Elementary and Secondary Education 603 CMR 35.04.
- C. The evaluation shall be used for the following purposes:
 - 1. To strengthen the working relationship between the Committee and Superintendent and to clarify for the Superintendent and individual members of the School Committee the responsibilities the Committee expects and relies on the Superintendent to fulfill.
 - 2. To discuss and formulate goals for the ensuing year, including statewide Performance Standards and the District's Strategic Plan.
 - 3. To form the basis for personnel decisions, including but not limited to, annual salary or other compensation adjustments.
- D. The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent, for her study, review and response in writing of any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or the Superintendent's performance.
- E. The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate Massachusetts Department of Elementary and Secondary Education certificate (professional license) to act as a Superintendent of Schools in the Commonwealth of Massachusetts.

VII. REGULAR COMPENSATION

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, the Superintendent's regular compensation shall include, in consideration for services provided:

A. SALARY

The Committee shall provide the following salary as part of the Superintendent's total compensation package:

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1. The Committee shall pay the Superintendent an initial annual base salary of One Hundred Sixty-Five Thousand (\$165,000.00) Dollars for the period from January 1, 2017 through June 30, 2018.
2. The Committee may adjust the salary each year of this Agreement following the Committee's review of the Superintendent's performance as outlined in Article VI above and the parties shall meet to negotiate such salary adjustment by no later than June 1st of each year, starting in 2018. Any increase in annual salary made during the life of this Contract shall be in form of a written amendment and shall be a part of this Contract.
3. At no time during the life of this Agreement or any extension hereof, shall the Superintendent's salary be reduced, except in accordance with the disability provisions outlined in Article X.
4. The Superintendent's salary, benefits, and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon.
5. All sums, including but not limited to all salary or benefits, due upon death shall be paid to the Superintendent's estate in the next pay period following the Committee receiving written notification of an appointment of a fiduciary for the estate.
6. In the case of the resignation of the Superintendent prior to the expiration date of this contract, all salary or benefits due under any provision of this contract through the effective date of the resignation shall be paid pro-rata on an annual basis over the remaining term of the contract that is in force at the time of the Committee is notified of the Superintendent's intent to resign. However, the buy-back of accumulated sick leave would be paid out in the next pay period after the effective date of the resignation versus over the remaining term of the contract.
7. In the case of the Superintendent's termination of employment for good cause by the Committee, all salary or benefits due under any provision of this contract through the effective date of the termination shall be paid on a pro-rata basis in accordance with the District's pay practice over the remaining term of the contract that is in force at the time of termination. All co-payments by the District to provide the Superintendent with insurance and accruals for other fringe benefits will cease at the time of termination.

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B. INSURANCE, FRINGE BENEFITS AND COMPENSATION FOR SERVICES

1. Medical/Related Insurances and Group Insurance Benefits.

The Superintendent can avail herself of all group insurance benefits afforded to employees of the Town of Mashpee. If the Town does not have a group disability policy, then the Committee will provide the Superintendent an individual disability policy that will pay a monthly benefit of 5% of the annual salary until age 65 with benefits to start under the policy no later than sixty (60) days after the Superintendent's exhaustion of all earned and accumulated sick leave, and an individual life insurance policy with a premium not to exceed Two Thousand Five Hundred (\$2,500.00) Dollars per year.

2. Sick Leave and Other Leaves of Absence

- a. The Superintendent shall be credited with eighteen (18) sick days annually commencing on the first day of this Contract and on the first day of each fiscal year thereafter. Unused sick leave may accumulate year-to-year to a maximum of thirty (30) days.
- b. Upon execution of this Agreement, the sick days accumulated during the Superintendent's prior service with the Town of Mashpee shall be credited to the Superintendent. In the event these sick days are not utilized, the Superintendent will receive on her resignation, retirement, termination or death a sum of money equal to thirty (33%) percent of the number of accumulated sick days multiplied by her per diem rate of pay immediately prior to the execution of this Agreement and any predecessor agreements for services as an Interim Superintendent.
- c. The Superintendent shall be entitled to request from the Committee up to five (5) days bereavement leave due to the death of her spouse or immediate family (parents, children, brother, sister, grandparents, grandchildren, or relatives residing in the Superintendent's household).

C. Flexible Time Off

1. Each fiscal year the Superintendent will receive twenty-five (25) FTO days to cover the period of July 1 through June 30. The FTO days will accrue on a pro-rata basis month to month starting July 1st, and may be taken at any time during the fiscal year, with the permission of the School Committee through the School Committee Chair, which permission shall not be

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unreasonably withheld, but normally should be taken whenever possible during periods when school is not in session. The maximum accumulation will be thirty-five (35) FTO days, meaning that the Superintendent will never be entitled to more than thirty-five (35) FTO days in any fiscal year, with up to ten (10) of which may be carried over from a prior year or years, unless additional carry over is approved in advance by the School Committee.

2. Upon execution of this Agreement, the unused vacation and personal days accumulated during the Superintendent's prior service with the Town of Mashpee as Interim Superintendent shall be credited to the Superintendent. In the event, such days are not utilized, the Superintendent will receive on her resignation, retirement, termination, or death a sum of money equal to her per diem rate of pay immediately prior to the execution of this Agreement and any predecessor agreements for services as an Interim Superintendent times the number of days.
3. All accrued and unused FTO time will be paid to the Superintendent at the per diem rate of pay from the year granted upon her resignation, retirement or other termination. In the event that the Superintendent's resignation, retirement or termination prior to June 30th, the Superintendent is only entitled to a pro rata share of the FTO days for that fiscal year.

D. Holidays and Other Days Off

1. The Superintendent shall be entitled to the following holidays that are recognized by the Committee:

New Year's Day
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before Christmas, when it falls or is celebrated on a normal workday, provided school is not in session.

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2. The Superintendent shall be entitled to take off any other days or half-days that are made available to any other school administrative employee.

VIII. EXPENSES

A. REIMBURSEMENTS AND PAYMENTS FOR WORK RELATED TRAVEL

1. In District Travel. In district travel expenses may be reimbursed to the Superintendent.
2. Out of District Travel. Extraordinary out-of-district travel expenses and reasonably necessary food and lodging may be reimbursed to the Superintendent upon prior approval by the School Committee of such travel.
3. The total in district travel outlined in Article VIII, Section A, Paragraph 1, and out of district travel outlined in Article VIII, Section A, Paragraph 2, that may be reimbursed to the Superintendent shall not exceed Twelve Hundred (\$1,200.00) Dollars in any school year, unless approved in advance by the School Committee.

B. PROFESSIONAL CONFERENCES, DUES AND EXPENSES

1. The Committee will budget a minimum of Four Thousand (\$4,000.00) Dollars each fiscal year for the purpose of the Superintendent's professional development including dues for professional organizations and attendance at workshops and conferences and out of district travel in addition to set forth in Article VIII, Section A, Paragraph 2, above. However, the Committee must approve such expenditures in advance, which approval will not be unreasonably withheld. The Superintendent may also request from the Committee additional funding for such purposes.
2. The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional associations; the Massachusetts Association of School Superintendents (M.A.S.S), A.A.S.A. and A.S.C.D.
3. The Committee and the Superintendent recognize that the complexity of the position of Superintendent requires regular and continuous professional development. In addition to the amounts set forth in Article VIII, Section B, Paragraph 1, above the Committee shall pay up to Five Thousand (\$5,000.00) Dollars for the Superintendent's participation in an Induction

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and Executive Mentoring program provided by M.A.S.S. or for the services of a highly-qualified mentor during the term of this Agreement.

IX. OTHER BENEFITS AVAILABLE TO DISTRICT PERSONNEL

- A. In addition to the compensation specified in Articles VI and VII of this Agreement, the Superintendent shall be entitled to receive other employee benefits, including, but not limited to, health, disability, life and other form of insurance benefits which now are, or which during the term or any extension of this Agreement may hereafter be, received by any other District employee.
- B. The Superintendent shall be a member of the Massachusetts Teachers Retirement System as required by the General Laws of the Commonwealth.

X. DISABILITY

It is conceivable that the Superintendent might be unable to perform some or all of the duties required by this Contract for reason of illness, accident or other cause beyond her control. If such disability extends beyond ninety-one (91) calendar days in a school year, the Committee may consider whether this contract needs to be altered. If the Committee chooses to consider an alteration to this Contract due to the known disability of the Superintendent and that alteration is not mutually agreeable between the parties, the degree of disability must be determined by a certified physician. The physician may be a person selected by mutual agreement between the parties or, if mutual agreement cannot be reached, by a physician that is certified to review and diagnose the disability in question and who is selected and paid for by the Committee. If the physician determines that the Superintendent is disabled and unable to perform the essential functions of her job, the Committee may reduce the workload and salary proportionate to the determined degree of disability. If the Superintendent is determined to be completely disabled and there remains no sick leave or unused FTO days, the Committee may act to place the Superintendent on long-term disability leave. Following placement of the Superintendent on long-term disability leave, the respective duties, rights and obligations of this Contract shall terminate.

XI. DISCHARGE

- A. Where good cause exists, the Committee may discharge the Superintendent upon a majority vote of the entire Committee, thereby terminating this Contract prior to the expiration date stated above, provided the Superintendent has been informed in writing of the basis for her proposed discharge and has been given an opportunity for a hearing before the Committee prior to official action being taken. Said hearing shall be convened in executive session and the Superintendent may be represented by counsel at such executive session who shall be entitled to participate on behalf of

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the Superintendent. Any hearing shall be open to the public if the Superintendent so requests. The Committee shall provide at least (10) business days written notice of said hearing along with the basis for such intended action and copies of all relevant documents on which the Committee intends to rely for such action. Nevertheless, the Committee may immediately suspend the Superintendent from all duties prior to the meeting with pay and until a final determination is made on discharge by the Committee.

- B. The Superintendent may appeal her dismissal for good cause by filing a petition with the American Arbitration Association within thirty (30) calendar days of the School Committee's vote to dismiss the Superintendent. The arbitration will be conducted under the Labor Arbitration Rules of the American Arbitration Association. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

XII. SALARY DEDUCTIONS

This Contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Teachers Retirement (MTRS) and other deductions, including annuity or insurance payments, graduate school tuition payments, or any others that may be agreed to by the parties or required by law. This Contract shall be deemed to have been entered in to and subject to all provisions of the laws of the Commonwealth of Massachusetts.

XIII. OTHER ACTIVITIES

The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature, as well as attend professional meetings as she sees fit, provided they do not conflict with her duties as Superintendent, do not violate any of the provisions of M.G.L. Chapter 268A or give the appearance of a conflict of interest, and approval of same is voted by the Committee in advance.

XIV. ARBITRATION

A. Scope of Controversy

Any controversy or claim arising out of relating to any term or condition of this Agreement or employment practices or policies of the Committee or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties

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and may be entered in to any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c.150C.

B. Arbitrator's Authority

The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator shall not consider any evidence relating to complaints or criticisms, which have not been previously forwarded to the Superintendent. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

XV. INDEMNIFICATION

- A. The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent of and in accordance with the terms of M.G.L. c. 258. The 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 Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at her last effective per diem rate of pay, with total compensation for this assistance not to exceed Five Thousand (\$5,000.00) Dollars.
- B. This indemnification provision in Article XV, paragraph A., shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

XVI. ENTIRE AGREEMENT

This Contract embodies the entire understanding and agreement between the Committee and the Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This Contract may not be changed except in writing signed by the party against whom enforcement is sought.

XVII. VALIDITY

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

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XVIII. PRIOR CONTRACT

Effective upon the execution of this Agreement by the Committee and the Superintendent, this Agreement shall supersede the prior Notice of Appointment Interim Superintendent addendum to the contract of employment between the Mashpee Public School District and _____, dated June 17, 2015 between the parties covering the period of March 2, 2016 through June 30, 2017, and shall be the sole agreement governing the employment of _____ with the Mashpee Public Schools.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in triplicate upon an affirmative vote of the School Committee on February 1, 2017.

MASHPEE SCHOOL COMMITTEE
BY:

Superintendent

Dated: _____

Dated: 2/8/17



Mashpee Public Schools

Office of the Superintendent
150A Old Barnstable Road
Mashpee, MA 02649
508-539-1500
Fax 508-477-5805
<https://www.mpspk12.org/>

Patricia M. DeBoer
Superintendent
pdeboer@mpspk12.org

Hope P. Hanscom
Assistant Superintendent
hhanscom@mpspk12.org

Ashley K. Lopes
Director of Finance
alopes@mpspk12.org

ADDENDUM to SUPERINTENDENT OF SCHOOLS CONTRACT

This is an addendum to the Superintendent Contract dated February 1, 2017.

- The term of the contract for the Superintendent shall be extended for an additional year to June 30, 2026.
- For FY 22, the Superintendent's salary shall be \$187,028 which includes a long-term disability insurance premium of \$1,374 for FY 22. This salary amount represents a 2.25% increase for FY 22 and is based on a 261-day work year.
- All other terms of the contract, including applicable items on previous addendums thereto, remain in effect.

The Superintendent will receive \$8,285.31 as a buyback of twelve (12) Flexible Time Off (FTO) days that she was unable to use during FY21 and is unable to carry forward to FY 22. This buyback will be paid in the last payroll of FY 21 (July 2, 2021).

The Superintendent is being awarded a one-time merit award in the amount of \$6,000 in recognition of the exemplary effort she demonstrated during the COVID-19 pandemic of FY21. This merit award will be paid in the last payroll of FY 21 (July 2, 2021).



School Committee Chair

Date

6/16/21



Superintendent

Date

6/16/21

Mashpee--A Connected Community

All students, regardless of race, color, sex, gender identity, religion, national origin, sexual orientation, disability, or homelessness, have equal access to the general education program and to the full range of co-curricular/enrichment/sports programs offered by the Mashpee Public Schools.