

ADDENDUM TO CONTRACT OF EMPLOYMENT

Between

**Michael Connolly**

and the

Mansfield Public Schools

For the Position Of

**Assistant Superintendent of Teaching and Learning**

Today's Date: June 18, 2018

Terms of Contract: July 1, 2017 through June 30, 2020

Effective July 1, 2018, the following section of the contract is revised:

**3. Compensation**

For the period of July 1, 2018 through June 30, 2019 the Assistant Superintendent shall be paid a salary of \$147,900.

July 1, 2019 to June 30, 2020 (to be negotiated)

Annual salaries will be prorated for work years that are less than two hundred sixty days (260) days.

All other provisions will remain.

Please acknowledge by signing below.

\_\_\_\_\_  
Michael Connolly,  
Assistant Superintendent of Teaching and Learning

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teresa Murphy, Superintendent

*June 18, 2018*  
\_\_\_\_\_  
Date

Contract of Employment  
Michael Connolly  
Assistant Superintendent of Teaching and Learning  
Mansfield Public Schools

This Contract of Employment (hereinafter “the Agreement”) is made this 1<sup>st</sup> day of July 2017 between the School Committee for the Town of Mansfield, (hereinafter referred to as “the Committee”), and Mr. Michael Connolly. (hereinafter referred to as the Assistant Superintendent or Mr. Connolly) 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 Mr. Connolly in the position of Assistant Superintendent for the Mansfield Public Schools and Mr. Connolly hereby accepts such employment on the following terms and conditions:

2. **Term**

This Agreement shall commence on July 1, 2017 and shall expire on June 30, 2020, unless otherwise terminated sooner by either party pursuant to this Agreement. The Committee agrees that it shall notify the Assistant Superintendent no later than September 30, 2019 of its intention to either renew or to not renew, this Agreement.

3. **Compensation**

For the period of July 1, 2017 through June 30, 2018 the Assistant Superintendent shall be paid a salary of \$145,000. 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 1<sup>st</sup> of each year of this contract, the committee agrees to meet with the Assistant Superintendent of Schools to discuss salary, benefits and compensation for successor years of the agreement.

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

4. **Work Year and Work Day**

The work year shall consist of the calendar year. The assistant Superintendent shall be entitled to time off with pay on the following holidays:

Independence Day	Christmas
Labor Day	New Year’s Day
Columbus Day	Martin Luther King Day
Veteran’s Day	Presidents’ Holiday
Thanksgiving Day	Patriot’s Day
Day After Thanksgiving	Memorial Day
*Two days for Religious Observation	

The Assistant Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of his position, including attendance at evening meetings and school-related functions which occur outside the normal working day.

The Assistant Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Committee or Superintendent, including meetings of Town Boards and Committees.

5. **Duties of Assistant Superintendent**

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

6. **Termination of Employment Contract By The Superintendent**

The Assistant Superintendent shall have the right to terminate this Agreement before the term of its completion by giving one hundred (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 Assistant Superintendent.

7. **Termination of Employment Contract by the Committee**

- a. **By Assistant Superintendent:** The Assistant Superintendent shall have the right to terminate this Agreement before the term of its completion by giving one hundred (120) days notice in writing to the Committee prior to the desired termination date.
- b. **By School Committee:** This Agreement, and the Assistant Superintendent's employment, may be terminated for cause prior to the expiration date without further financial obligation on the part of the Committee. As used herein, the 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.

8. **Professional Activities**

The Assistant 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 Assistant 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 assistant shall provide prior notice to the Chairman of the Committee before engaging in any such activity.

9. **Licensure**

The Assistant Superintendent shall furnish suitable evidence of an appropriate licensure qualifying him to act as Assistant 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 Assistant Superintendent for reasonable professional activities, including State and National conventions, in an amount up to two thousand five hundred dollars (2,500) per contract year, subject to the Committee's adopted and approved budget. The Assistant Superintendent shall provide a detailed report to the Committee on such activities.
- b. The Committee shall reimburse the Assistant Superintendent for costs of annual membership in MASS.

11. **State Retirement Association**

The Assistant Superintendent shall be a member of the Teachers Retirement System.

12. **Fringe Benefits**

- a. **Vacation.** The Assistant 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, no time may the Assistant Superintendent have a balance of unused vacation days which exceeds (35).
- b. **Tax-Sheltered Annuities.** The Assistant Superintendent shall have the opportunity to participate in a tax-sheltered annuity program to the same extent it is offered to other professional employees of the Mansfield Public Schools.
- c. **Health Insurance.** The Assistant Superintendent shall be entitled to participate in the health insurance program as offered to other professional employees of the Mansfield Public Schools.
- d. **Sick Leave.** As of the commencement date of this contract, the Assistant Superintendent shall be credited with all earned unused paid sick days from any positions the Assistant Superintendent shall be awarded 25 days of sick leave with pay per year for work days missed due to personal illness or injury. Sick leave may be accumulated from year-to-year to a maximum of seventy (150) days.
- e. **Personal Leave.** The Assistant Superintendent shall be allowed (3) days of personal leave with pay each contract year for absences necessitated by pressing personal business. Personal days shall not accumulate from year to year.
- f. **Bereavement Leave.** The Assistant Superintendent shall be allowed five (5) days of leave with pay for absences on workdays at the time of the death/funeral of her spouse, parent, sister, brother, child, mother-in-law, or father-in-law.
- g. **Jury Duty.** The Committee shall pay the Assistant Superintendent the differences in pay between his regular daily salary and the amount the Assistant Superintendent receives for jury service upon presentation of appropriate documentation from the court and/or the Jury Commission indicating the days served on jury duty and the amount received for such service.
- h. **Business Expenses.** The Committee shall reimburse the Assistant Superintendent two thousand five hundred dollars (\$2,400) 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.

13. **Performance & Evaluation**

The Assistant Superintendent shall fulfill all aspects of this contract. Any exceptions hereto shall be in mutual agreement between the Assistant Superintendent and Superintendent in writing. The Superintendent shall evaluate the performance of the Assistant Superintendent annually based upon:

1. The duties and responsibilities contained in the Assistant Superintendents job description;
2. Criteria presented and called for under the Massachusetts General Laws, Chapter 71 as amended by the Education Reform Action of 1993;
3. The policies of the Committee;
4. The supervision and directives of the Superintendent;
5. The annual goals mutually agreed upon by the Assistant Superintendent and Superintendent;

The evaluation instrument will be consistent with the evaluation tool as defined by Massachusetts General Laws.

14. **Warranty of Credentials**

The Assistant 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 Assistant 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.

(b) **Arbitrator's Authority**

The parties agree to submit to subpoenas issued by the arbitrator. The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, but not reinstatement.

16. **Indemnification**

a. The Committee shall at all times indemnify and hold harmless the Assistant Superintendent to the maximum extent of and in accordance with the terms of MGL c. 258. The Assistant 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 1<sup>st</sup> day of July in the year 2017.

Town of Mansfield School Committee

By:

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Kiera O'Neil  
Chair

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Teresa Murphy  
Superintendent of Schools

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Michael Connolly  
Assistant Superintendent of Teaching and Learning