

ADDENDUM TO CONTRACT OF EMPLOYMENT

Between

Edward Donoghue

and the

Mansfield Public Schools

For the Position Of

Assistant Superintendent of Finance and Operations

Today's Date: June 18, 2018

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

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

Compensation

You shall be paid an annual salary for the period of July 1, 2018 through June 30, 2019 of \$147,900 payable in equal installments in accordance with the policy of the Mansfield School Committee.

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.

Edward Donoghue,
Assistant Superintendent of Finance and Operations

Date

Teresa Murphy, Superintendent

June 18, 2018

Date

Mansfield Public Schools
Assistant Superintendent
for
Finance & Operations
Edward Donoghue

This Agreement has been made as of July 1, 2017, by and between the Mansfield Public Schools and Mr. Edward Donoghue and will be in effect through June 30, 2020.

In consideration of the promise herein contained, the parties hereto mutually agree as follows:

Term:

You shall be employed for the period of July 1, 2017 through June 30, 2020.

Employment:

The Mansfield Public Schools hereby employs Mr. Edward Donoghue as Assistant Superintendent of Finance and Operations.

The following terms and conditions are hereby accepted:

Compensation:

You shall be paid an annual salary for the period of July 1, 2017 through June 30, 2018 of \$140,000.00 payable in equal installments in accordance with the policy of the Mansfield School Committee. The salary herein shall not be reduced below the amount received in the current contract year in the subsequent years of the contract. Mr. Donoghue is eligible to negotiate a new contract including salary and benefits effective July 1, 2018.

Business Expense:

For the period of July 1, 2017 through June 30, 2018 Mr. Donoghue shall be entitled to necessary business and other miscellaneous expenses in the amount of \$2,400.00 annually in equal monthly installments, as an allowance for in-state and out-of-state mileage expenses. The Assistant Superintendent of Finance and Operations shall not be required to submit vouchers for mileage expenses.

Conditions of Employment and Fringe Benefits:

The Administrator's employment under this contract is subject to the provisions of this contract, the policy of the Mansfield School Committee and the provisions of Massachusetts General Law, Chapter 71 as amended by the Education Reform Act of 1993.

Administrators will be entitled to, as a minimum, the same fringe benefits that are given in accordance with the Teachers Labor Contract; and as herein stated or otherwise negotiated:

- Three (3) personal days.
- The Assistant Superintendent of Finance and Operations may accept speaking, writing, lecturing, or other engagements of a professional nature provided they do not derogate from his current position.

- The School Committee shall assume the cost for one (1) State and one (1) National professional organization at the appropriate level.
- The Committee shall appropriate \$2,500.00 to be made available for tuition reimbursement for related courses and to pay for attendance at conferences and meetings. Access to this fund will be available subject to the following conditions:
 - I. The Superintendent's prior approval.
 - II. Documentation of the expense acceptable to the Superintendent, including in the case of course reimbursement, documentation of successful completion of the course (i.e., an official transcript) and official documentation of the tuition payment.
 - III. Any portion of this fund which has not been requested and approved by use by May 1 of the school year for which the fund was appropriated will revert back to the exclusive control of the School Committee.

Paid Holidays:

The Assistant Superintendent of Finance and Operations will receive the following paid holidays: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Years Day, Martin Luther King's Birthday, President's Day, Patriots Day, and Memorial Day. In addition you will be allowed two days for religious observation.

Sick Leave:

The Assistant Superintendent of Finance and Operations will be allowed twenty (20) days of sick leave for the period of July 1, 2017 through June 30, 2018. Said days may be accumulated to a maximum of 150 days.

Duties and Responsibilities:

The Assistant Superintendent of Finance and Operations shall be the financial leader and manager of his department and shall supervise the operation and management of his department and school property, subject to the supervision and direction of the Superintendent. The Assistant Superintendent of Finance and Operations shall be responsible, consistent with the School Committee's personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring of personnel assigned to the department, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of Massachusetts General Law, Chapter 71 as amended by the Education Reform Act of 1993. The Superintendent shall also have final authority as to the assignments and transfers of the above listed staff from department to department.

The Assistant Superintendent of Finance and Operations recognizes that his responsibilities as per job description and conduct is not determined by prescribed hours and conditions and will perform the directed and implied duties of his 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 Schools.

Annual Vacation:

The Mansfield School Administrators will work a twelve-month year. The Assistant Superintendent of Finance and Operations will receive twenty-five (25) vacation days per year. This vacation time must be taken with prior approval of the Superintendent of Schools. A maximum of ten (10) days may be carried over to a subsequent fiscal year. Administrators shall be advanced the pro-rated share of his annual vacation days as of their first date of employment. After the first year, said annual vacation days shall be advanced effective July 1st of each subsequent fiscal year.

death, without he having been granted the vacation to which he is entitled, he or their estate, in the case of death, shall be paid at the termination of his employment a pro-rated amount as vacation pay. Upon termination or resignation, the employee will be entitled to compensation for unused vacation days carried over, plus any vacation earned and unused in the current year.

Fringe Benefits:

The Assistant Superintendent of Finance and Operations will be entitled to any fringe benefits that are provided to teachers and to other School Administrators during this Agreement.

Performance & Evaluation:

The Assistant Superintendent of Finance and Operations shall fulfill all aspects of this contract. The Superintendent of Schools, or his/her designee, shall evaluate the performance of the Assistant Superintendent of Finance and Operations annually based upon:

Criteria presented and called for under the Massachusetts General Law, Chapter 71 as amended by the Education Reform Act of 1993.

- The policies of the Mansfield School Committee.
- The policies and directive of the Superintendent, or his/her designee.
- The annual system-wide improvement goals.
- Performance standards as per job description.

Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools

Termination, Demotion and Suspensions:

In the event that the Assistant Superintendent of Finance and Operations desires to terminate his contract before the term of service shall expire, he may do so with at least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation.

In the case of the Assistant Superintendent of Finance and Operations who has served in his position in Mansfield for three (3) consecutive years, the Superintendent may dismiss, demote or suspend the Assistant Superintendent of Finance and Operations for good cause in accordance with the procedures contained in the Massachusetts General Laws, Chapter 71, Section 41 and 42D.

As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. No Arbitrator may apply a definition of words "good cause" other than the definition appearing immediately above and arbitrable review shall be limited to the question whether such grounds were put forth in good faith.

Notice of Non-Renewal:

If for any reason the Superintendent of Schools, or his/her designee, does not intend to renew Mr. Donoghue's contract, the Assistant Superintendent of Finance and Operations will be notified in writing at least ninety (90) days in advance of the termination date. After receiving notice of intent to dismiss, the Assistant Superintendent of Finance and Operations may review the decision for his dismissal with the Superintendent within fifteen (15) days.

If the Superintendent fails to notify the Assistant Superintendent of Finance and Operations of nonrenewal at least sixty (60) days prior to their contract's expiration, the contract shall automatically renew for a one (1) year period.

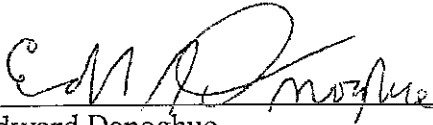
Entire Agreement:

This contract embodies the whole AGREEMENT between the Town of Mansfield School Department and Mr. Edward Donoghue 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 changed except by in writing, by the party against whom enforcement thereof is sought.

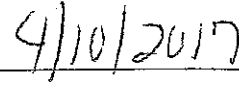
Severability:

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

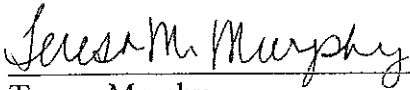
IN WITNESS WHEREOF, the parties hereunto signed and sealed this AGREEMENT and a duplicate thereof this 1st day of July, 2017.



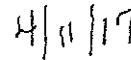
Edward Donoghue
Assistant Superintendent for Finance & Operations



Date:



Teresa Murphy
Superintendent



Date: