

VII-b-1

February 23, 2009

Dr. Harold G. Devine, Superintendent
Little Compton Schools


RE: Contract for Employment dated June 30, 2005
(School Superintendent)
Approved by Council of the Little Compton School Committee

Dear Dr. Devine:

Enclosed please find a copy of the executed document regarding your salary and contract, which you signed on February 18, 2009. I signed the enclosed when I returned from vacation on Friday 23, 2009.

I look forward to meeting with you in May 2009, with the School Committee, relative to this matter.

Very truly yours,
Little Compton School Committee



Michael J. Harrington, Chairman

MJH/dc
Enclosure

cc: Donald Gomez
Lynn Brousseau Lebreux
Joseph Quinn
Micah Shapiro

PERSONAL AND CONFIDENTIAL
Dr. Harold G. Devine, Superintendent
Little Compton Schools

RE: Contract for Employment dated June 30, 2005
(School Superintendent)
Approved by Council of the Little Compton School Committee

Dear Dr. Devine:

Pursuant to your above-mentioned contract for employment as Superintendent of the Little Compton Schools, specifically paragraph 2, entitled "Term of Agreement", this contract terms in duration are defined as the following: "The term of this contract shall commence on July 1, 2005 and continue through June 30, 2008. During this contract period, the superintendent is responsible for the total management needs of the organization whenever such needs may arise".

Pursuant to paragraph 11 of said contract, "Entire Agreement", this paragraph states that "this contract and the attached contract addendum signed by the parties embodies the entire agreement between the committee and the superintendent . . ."

Pursuant to the "Contract Addendum" and specifically the section entitled "Affidavit and Extension", the contract states as follows "Either party hereto may, by negative notice prior to March 1st of the then last year of this Agreement, elect not to automatically extend or renew this Agreement for an additional one year period. Any multi-year extension or renewal requires an affirmative action by the Committee".

The last year of your three year contract commenced on July 1, 2007 and continued through June 30, 2008. Because the School Committee did not act prior to March 1, 2008 by negative notice to you relative to the last year of this Agreement, this Agreement has automatically extended or renewed for an additional one year period that began on July 1, 2008 and ending on June 30, 2009.

Please let this letter serve you as notice that pursuant to this contract, it is the School Committee's position not to automatically extended this contract past the fourth year you're currently in, that began on July 1, 2008, that any extension or renewal would then be multi-year requiring affirmative action by the Committee. Therefore, it is the Committee's opinion and decision that pursuant to this contract and its extension, that this letter is serving you also of negative notice prior to March 1, 2009 that this will be the last year of this particular contract and that this particular contract extension will end on June 30, 2009, and will not be renewed.

The School Committee has taken no position as of this date regarding a new or subsequent contract with you as Superintendent of Little Compton Schools. This letter is

therefore serving you notice pursuant to the contract, automatically extended on year portion of this contract, that this contract ends on June 30, 2009. Please be advised that the School Committee met during Executive Sessions in regards to your contract as our superintendent on December 10, 2008, January 14, 2009, and again on February 11, 2009 in regards to this contract.

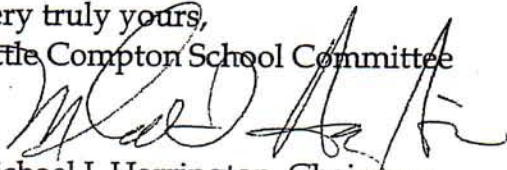
Based upon these School Committee discussions, the School Committee has decided that this contract and this contract extension that ends on June 30, 2009, that your annual salary beginning on July 1, 2008, as outlined in paragraph one of your contract for employment, shall be \$57,500.00 and retroactively paid to you from July 1, 2008 and ending June 30, 2009. This annual salary of \$57,500.00 is in consideration of your duties performed and to be performed pursuant to this contract, and in addition to future monetary or other benefits in your contract.

During my conversation with you January 5, 2009, in which we discussed the status of your 2008-2009 contract, I was informed by you that you may indeed be considering staying on as superintendent for one more additional year beginning July 1, 2009 and ending June 30, 2010. The School Committee will meet with you in May 2009 to determine where you and the Committee stand relative to our working relationship and to weigh and consider the future plans of the School Committee.

The Little Compton School Committee has considered this request and suggestion, and looks forward to meeting with you in May 2009 to discuss your desires, address any of your concerns, and the Little Compton School Committee's position regarding the possibility of a new one year contract for 2009-2010.

Very truly yours,

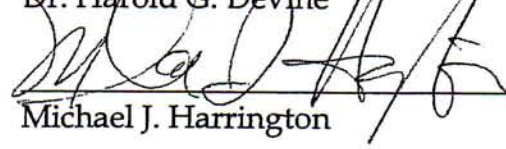
Little Compton School Committee


Michael J. Harrington, Chairman

2/23/09

I, Dr. Harold G. Devine, have read the above and understand that my "Contract for Employment" dated June 30, 2005 and the extension through June 30, 2009 with a base salary of \$57,500.00 for the year July 1, 2008 through June 30, 2009 (retroactive). I understand that this extension through June 30, 2009 is fair and reasonable under the circumstances and that this extension through June 30, 2009 is the final extension and Superintendent's "Contract for Employment" dated June 30, 2005 terminates on June 30, 2009 by the terms of the contract and will not be renewed.


Dr. Harold G. Devine


Michael J. Harrington

2/18/09
2/23/09

**CONTRACT FOR EMPLOYMENT
(School Superintendent)**

This contract is made this 30th day of June, 2005 between the Little Compton School Committee, hereinafter referred to as the "Committee", and Harold G. Devine, Ed.D. hereinafter referred to as the "Superintendent".

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

EMPLOYMENT: The Committee hereby agrees to employ Dr. Harold G. Devine as Superintendent of Little Compton Schools and, the Superintendent hereby agrees to accept employment on the following terms and conditions.

1. **COMPENSATION:** In consideration of the duties to be performed by the Superintendent pursuant to this Agreement, and in addition to further monetary or other benefits referred to in this Agreement, the Committee shall pay to or on behalf of the Superintendent an annual salary as follows:

July 1, 2005 \$50,000

July 1, 2006 \$52,500

July 1, 2007 \$55,000

Payment shall be made in twenty-six (26) equal installments, The Committee shall withhold from the Superintendent's salary all sums required by federal, state, and local laws and all other sum as the Superintendent and Committee may agree upon.

2. **TERM OF AGREEMENT:** The term of this contract shall commence on July 1, 2005 and continue through June 30, 2008. During this contract period, the Superintendent is responsible for the total management needs of the organization whenever such needs may arise.
3. **WORK YEAR:** The work year shall be the equivalent of two hundred twenty (220) half days. A half day shall consist of no less than four (4) hours. A full day shall be the equivalent of two (2) half days and shall consist of no less than eight (8) hours. Under normal circumstances, the work week of the Superintendent shall be the equivalent of two and one half (2 1/2) full days.

The Committee agrees that the Superintendent may be reimbursed at his normal daily rate of pay in the event that the number of days worked exceeds the total provided by this agreement. All excess time shall be approved by the Chairman of the Committee or, if practicable, the entire committee. The Superintendent will attend such meetings required by the Committee, including meetings of Town Boards and Committees as needed.

4. **DUTIES:** The Superintendent of Schools is engaged by the Little Compton School Committee as the Superintendent of Schools and shall faithfully perform the duties as are derived from the General Laws and from the policies and regulations of the Little Compton School Committee.
5. **SUPERINTENDENT'S CERTIFICATION:** The Superintendent shall finish and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying him to act as Superintendent of Schools for the Town of Little Compton in the State of Rhode Island pursuant to General Laws, Chapter 16-2, Section 16-2-10.
6. **FRINGE BENEFITS:** The Committee agrees to pay medical and dental insurance to the

5/17/2006

Superintendent, The Superintendent agrees not to request health benefits during the first year of this agreement. The Superintendent shall be offered a buy-back in lieu of health care coverage at the rate of \$1,500 for each year of this agreement payable on or about the last payroll each June.

- a. SICK LEAVE: Fifteen (15) half days, or equivalent, days of sick leave per year will be granted to the Superintendent at the beginning of each fiscal year with a maximum accumulation of one hundred and eighty (180) half days.
 - b. PERSONAL LEAVE: The Superintendent shall be granted annually two (2) half days of personal leave. Such days shall not accrue from year to year.
 - c. FUNERAL LEAVE: Funeral leave shall be, available to the Superintendent of up to five (5) half days of leave during each year of this contract in the event of the death of any member of his immediate family. One half day funeral leave shall be available for all other family members of the Superintendent. Bereavement days shall not accumulate from year to year.
 - d. JURY DUTY: The Committee agrees to provide to the Superintendent the difference between his daily rate of pay and the amount received for jury service in the event the Superintendent is required to serve jury duty.
 - e. EXPENSE ALLOWANCE: The Committee hereby agrees to provide the Superintendent with an annual unvouchered expense allowance in the amount of \$1,200 payable in equal monthly payments. Commuting costs are not considered an expense related to the duties of the Superintendent.
 - f. LIFE INSURANCE: The Committee will provide to the Superintendent a term life insurance policy in the amount of fifty thousand dollars (\$50,000).
7. PROFESSIONAL DEVELOPMENT, MEETINGS & CONFERENCES: The Superintendent shall be reimbursed for out-of-pocket expenses incurred during the performance of his professional duties, to include meetings, conferences, professional dues, subscriptions and/or tuition costs, as directed or agreed to by the Committee and subject to budget considerations.
8. GOALS AND OBJECTIVES: Prior to May 31st each year, the parties shall establish goals and objectives for the ensuing school year. These goals and objectives shall be reduced to writing and shall comprise part of the criteria by which the Superintendent is evaluated.
9. TERMINATION:
- a. Prior to the expiration of this contract, the Committee may terminate this contract for just cause, provided that such cause is expressed in writing to the Superintendent and provided that the Superintendent has been given an opportunity to meet with the Committee and to rebut such cause.
 - b. During this Agreement's term, the Superintendent may voluntarily leave the employment of the Committee, provided that the Superintendent serves the Committee with written notice at least two (2) months in advance. Said written 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. The Committee is under no obligation to provide severance pay or to continue any other payments under this Agreement beyond the date of the Superintendent's departure.
10. INDEMNIFICATION: The Committee agrees that it will indemnify the Superintendent in accordance with 9-1-31 of the General Laws of Rhode Island.

11. ENTIRE AGREEMENT: This contract and the attached Contract Addendum signed by the parties embodies the entire 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. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought. A waiver by either party or a breach of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.
12. INVALIDITY: If any portion of this Agreement is found to be invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

Contract Addendum

DUTIES

The Superintendent will faithfully and diligently observe, enforce and implement the rules, policies and regulations adopted by the Committee and amended from time to time. The Superintendent will faithfully and diligently perform all the duties and exercise the powers which are set forth and described in the position job description, School Committee regulations and policy. The Superintendent shall, under the direction of the Committee, make recommendations with respect to and undertake such remedial action as may be reasonably required in connection with any and all criticisms, complaints, evaluations and suggestions which the Committee refers to said Superintendent. It is expressly agreed that the duties of this position require the Superintendent to work during times beyond normal business hours. The Superintendent will devote the time and attention to the duties of Superintendent as set forth in this Agreement and will faithfully and diligently perform the same and exercise the powers delegated and assigned in accordance with this Agreement to the full extent of his skill, ability and knowledge, it being understood, however, that with the approval of the Committee, in writing, said Superintendent may undertake outside work consulting, speaking, writing or lecturing, provided the same do not interfere with the full performance of his duties as Superintendent hereunder. The Superintendent of Schools is the chief executive officer of the School Committee. In harmony with the policies of the School Committee, the State Laws, and the Regulations of the Commissioner of Education, the Superintendent has executive authority over the school system. He attends all meetings of the School Committee and participates in all School Committee deliberations, except as determined by the School Committee. He advises the School Committee on policies and plans that the School Committee takes under consideration, and he takes the initiative in presenting to the School Committee policy and planning issues for the School Committee's attention.

AFFIDAVIT & EXTENSION

The Administrator swears and affirms that he has not had any disciplinary action taken against his professional certificate in any state, that he is presently certifiable as an administrator without delay in Rhode Island and that he has never had criminal convictions regarding the treatment of a child or crime of moral turpitude or a felony.

Either party hereto may, by negative notice prior to March 1st of the then last year of this Agreement, elect not to automatically extend or renew this Agreement for an additional one-year period. Any multi-year extension or renewal requires an affirmative action by the Committee.

MEDICAL

5/17/2006

Upon the request of the committee, the Administrator hereby agrees to submit to a comprehensive medical examination by a physician chosen by the Committee. The Physician's report shall be filed with the Committee. The cost of said medical examination shall be borne by the Committee. By signing this agreement, the Administrator consents to the delivery of the medical report to the Committee and completion of such paperwork as may be necessary to effect the above. The Administrator acknowledges that he is critical to the operation of the school system and as such cannot claim the accommodations offered noncritical employees.

INABILITY

Should the Administrator, in the exclusive opinion of the Committee, be unable to perform by reason of absence or other event and said inability exists for a continuous period or if said inability is, in the opinion of the Committee, permanent, irreparable or of such nature as to make performance impossible, the Committee may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hereof shall terminate.

TERMINATION

This employment contract may be terminated by:

- a. mutual agreement of the parties;
- b. retirement, inability or death of the Administrator;
- c. termination by the Committee in accordance with the laws of Rhode Island for but not limited to professional unfitness or inability to serve as role model;
- d. annulment, suspension, lapse or revocation of certification;
- e. in accordance with the provisions of this Agreement; or
- f. non renewal by the Committee.

It is understood and agreed that the Administrator shall be subject to suspension and/or dismissal by the Committee for cause, such as incompetency, assault, cruelty, insubordination, neglect of duty, incapacity, conduct unbecoming a Administrator (scandal, arrest, etc.) or failure, in whole or in part, to observe, perform and comply with the provisions of this agreement, the directions of the Committee or the policies of the Committee, the law of the State of Rhode Island or the applicable state regulations and rulings. Before any dismissal, the Administrator shall be given a written statement of the cause of such dismissal and shall be entitled to a hearing thereon. Upon such dismissal, this agreement shall forthwith terminate.

SUPERINTENDENT OF SCHOOLS

Harold S. Dennis

LITTLE COMPTON SCHOOL COMMITTEE

A. Danell Harvey

Approved as to form:

M

Counsel to the Little Compton School Committee - July 26, 2005

