

June 30, 2010

CONTRACT FOR EMPLOYMENT WILBUR & MCMAHON SCHOOL SUPERINTENDENT

This contract is made this 13th day of August, 2009 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 of other benefits referred to in this Agreement, the Committee shall pay to or on behalf of the Superintendent this one year salary as follows:

July 1, 2009 through June 30, 2010, \$57,500.00

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 one year contract shall commence on July 1, 2009 and continue through June 30, 2010. 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 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.

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.

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. 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 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 AND 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.

There shall be no extension of this contract.

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 Superintendent. The Superintendent shall be provided a buy-back in lieu of health care coverage at the rate of \$2,000 for this agreement.

- a. SICK LEAVE: Fifteen (15) half days, or equivalent, days of sick leave per year will be granted to the Superintendent during the period of this agreement.
- b. PERSONAL LEAVE: The Superintendent shall be granted two (2) half days of personal leave during the period of this agreement.
- c. FUNERAL LEAVE: Funeral leave shall be available to the Superintendent of up to five (5) half days during the period of this agreement 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.
- 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 unvouchered expense allowance in the amount of \$1,200.00 in equal monthly payments. Commuting costs are not considered an expense related to the duties of the Superintendents.
- f. LIFE INSURANCE: The Committee will provide to the Superintendent a term life insurance policy in the amount of fifty thousand dollars (\$50,000.00)

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 31, 2010, the parties shall review the prior school year and 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. During this contract, 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.
- b. Prior to the expiration of this contract, the Committee may terminate this employment contract by one or more of the following reasons:
 - (1) mutual agreement of the parties;
 - (2) retirement inability or death of the Superintendent
 - (3) 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;
 - (4) annulment, suspension, lapse or revocation of certification accordance with the provisions of this contract; or
 - (5) for just cause, provided that such cause is expressed in writing to the Superintendent and provided that he has been given an opportunity to meet with the Committee and to rebut such cause.

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

10. INABILITY: Should the Superintendent, 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. Upon the request of the Committee, the Superintendent hereby agrees to submit to 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 Superintendent 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 Superintendent acknowledges that he is critical to the operation of the school system and as such cannot claim the accommodations offered non-critical employees.

11. INDEMNIFICATION: The Committee agrees that it will indemnify the Superintendent in accordance with 9-1-31 of the General Laws of Rhode Island.

12. ENTIRE AGREEMENT: This contract 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.

13. 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.

SUPERINTENDENT: Harold H. Dennis

For the [Signature]
LITTLE COMPTON SCHOOL COMMITTEE

DATE August 13, 2009