

CONTRACT FOR EMPLOYMENT

This Agreement is made this 1st day of July, 2013 between the **Little Compton School Committee, hereinafter referred to as the "Committee", and Kathryn M. Crowley, 290 Meshanticut Valley Parkway, Cranston, RI 02920, hereinafter referred to as the "Superintendent" or "Administrator".**

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

EMPLOYMENT: The Committee hereby agrees to employ Kathryn M. Crowley 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:

59,824.00 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 sums as the Superintendent and Committee may agree upon.

2. **TERM OF AGREEMENT:** This one year Agreement shall commence on July 1, 2013 and continue through June 30, 2014.

3. **WORK YEAR:** The work year shall be the equivalent of 90 days or such amount as set or allowed by law for a retiree (See RIGL 16-16-24 attached). The Superintendent will attend such meetings required by the Committee, including meetings of Town Boards and Committees as needed. Regardless of the amount of time worked, the Superintendent is fully responsible for full performance of all the duties set forth by this Agreement.

4. **DUTIES:**

a. 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 RI General Laws (included but not limited to RIGL 16-2-11 attached) and from the policies and regulations of the DOE and the Little Compton School Committee. During this Agreement period, the Superintendent is responsible for the total management needs of the organization whenever such needs may arise. Incorporated herein by reference, as if set forth in full, are the 32 Performance Responsibilities set forth in the Posting for this position.

b. The Superintendent shall furnish and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying him/her 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. The Administrator swears and affirms that he/she has not had any disciplinary action taken against his/her professional certificate in any state, that he/she is presently certifiable as an administrator without delay in Rhode Island and that he/she has never had criminal convictions regarding the treatment of a child or crime of moral turpitude or a felony and that he/she consents to and will cooperate in a BCI search whenever requested by Committee vote.

c. It is 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/her duties as Superintendent hereunder.

5. **FRINGE BENEFITS:** The Committee agrees to pay medical and dental insurance for the Superintendent, subject to the Superintendent paying the same co-pay as the teachers. The Superintendent shall be offered a buy-back in lieu of health care coverage at the rate of \$2,000. for each year of this Agreement payable on or about the last payroll each June.
- i. **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.
 - ii. **PERSONAL LEAVE:** The Superintendent shall be granted annually two (2) half days of personal leave.
 - ii. **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 the immediate family. One half day funeral leave shall be available for all other family members of the Superintendent.
 - iv. **JURY DUTY:** The Committee agrees to provide to the Superintendent the difference between his/her daily rate of pay and the amount received for jury service in the event the Superintendent is required to serve jury duty.
 - v. **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.
 - vi. **LIFE INSURANCE:** the Committee will provide to the Superintendent a term life insurance policy on the amount of fifty thousand dollars (\$50,000).

6. PROFESSIONAL DEVELOPMENT, MEETINGS & CONFERENCES: The Superintendent shall be reimbursed for out-of-pocket expenses incurred during the performance of his/her 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.

7. GOALS AND OBJECTIVES: Prior to the beginning of the school 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.

8. TERMINATION:

a. Prior to the expiration of this Agreement, the Committee may terminate this Agreement 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. 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.

b. 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 they are critical to the operation of the school system and as such cannot claim the accommodations offered non-critical employees.

c. 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.

d. This employment Agreement may be terminated by:

- i. mutual agreement of the parties;
- ii. retirement, inability or death of the Administrator;
- iii. 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;
- iv. annulment, suspension, lapse or revocation of certification;

- v. in accordance with the provisions of this Agreement: or
- vi. non renewal by the Committee.

e. 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.

- 9. **INDEMNIFICATION:** The Committee agrees that it will indemnify the Superintendent in accordance with 9-1-31 of the General Laws of Rhode Island.
- 10. **ENTIRE AGREEMENT:** This Agreement and any 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 Agreement 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.
- 11. **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.

Executed in multiple originals the day and year first written above.

For the Committee

Superintendent of Schools

Date