

## CONTRACT FOR EMPLOYMENT

This Agreement is made as of the first day of July, 2018, between the Little Compton School Committee, hereinafter referred to as the "Committee", and Laurie Dias-Mitchell, hereinafter referred to as the "Superintendent."

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

1. **EMPLOYMENT:** The Committee hereby agrees to employ Laurie Dias-Mitchell as Superintendent of Little Compton Schools, and the Superintendent hereby agrees to accept employment on the following terms and conditions.
2. **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 an annual salary in the amount of \$76,070 for the period July 1, 2018 to June 30, 2019; \$77,591 for the period July 1, 2019 to June 30, 2020, and an amount to be negotiated no less than the prior annual compensation for the period July 1, 2020, to June 30, 2021. Payment shall be made in equal installments, based on actual service as Superintendent on a daily basis, payable bi-weekly i.e. every two weeks. The Committee shall withhold from the Superintendent's salary all sums required by federal and state laws and all other sums as the Superintendent and Committee may agree upon.
3. **TERM OF AGREEMENT:** This Agreement shall commence as of July 1, 2018, and continue through June 30, 2021. In the event the Committee fails to give notice on or before December 31 of the last year of this Agreement, the Agreement shall automatically be renewed for one year beginning on July 1 of the following year.
4. **WORK YEAR:** The work year shall be one hundred twenty-nine (129) days per annum to be allocated three days a week during each of the thirty-six weeks during the school year, three days a week for four weeks in July and three days a week for three weeks in August prior to the start of school. 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.
5. **DUTIES:**
  - a. The Superintendent is engaged by the 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 R.I. Gen. Laws § 16-2-11 attached) and from the policies and regulations of the Rhode Island Department of Education and the Committee. During the term of this Agreement, the Superintendent is responsible for the total management needs of the Little Compton Schools whenever such needs may arise.
  - b. The Superintendent shall furnish and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying her to act as Superintendent of Schools for the Town of Little Compton pursuant to R.I. Gen.

Laws § 16-2-10. The Superintendent swears and affirms that she has not had any disciplinary action taken against her professional certificate in any state, that she is presently certifiable as a Superintendent without delay in Rhode Island and that she has never had criminal convictions regarding the treatment of a child or crime of moral turpitude or a felony and that 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 her duties as Superintendent hereunder.
6. **FRINGE BENEFITS:** As of July 1, 2018, the Committee agrees to make available the same individual dental benefits made available to certified employees with a twenty-five (25%) co-share. As of March 1, 2019, the Committee agrees to make available the same individual health made available to the certified employees; provided that the Superintendent shall not be eligible for the buy back and the co-share shall be twenty-five percent (25%). In addition, the Committee will provide the following benefits:
- a. **Vacation:** Beginning July 1, 2018, the Committee will provide the Superintendent with three (3) vacation days per year from the one hundred twenty-nine (129) work days, and beginning July 1, 2019, the Committee will provide the Superintendent with six (6) vacation days per year from the one hundred twenty-nine (129) work days.
  - b. **Sick Leave:** Nine (9) days, or equivalent, days of sick leave per year will be granted to the Superintendent at the beginning of each fiscal year which may be carried forward but shall not be payable at the end of this Agreement.
  - b. **Personal Leave:** The Superintendent shall be granted annually two (2) days of personal leave.
  - c. **Funeral Leave:** Funeral leave shall be available to the Superintendent of up to three (3) days of leave during each year of this contract in the event of the death of any member of the immediate family. One day of 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 her daily rate of pay and the amount received for jury service in the event the Superintendent is required to serve jury duty.
  - e. **Professional Associations:** The Committee will pay for the Superintendent's membership in the AASA and RISSA.
  - f. **Professional Development:** The Committee will pay for reasonable expenses, included travel and lodging if appropriate, incurred in connection with professional development activities approved by the Committee in advance.
  - g. **Life Insurance:** The Committee will provide the same life insurance benefit as it provides to its other certified employees.
  - h. **403B Plan:** Beginning July 1, 2020, the Committee agrees to match any contribution made by the Superintendent to the 403B Plan administered on behalf of the Committee in an amount not to exceed five thousand dollars (\$5,000).

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. **EVALUATION:** The Superintendent will be evaluated on the guidelines established jointly by the Superintendent and the Committee.
9. **TERMINATION:**
  - a. Prior to the expiration of this Agreement, the Committee may terminate this Agreement for just cause, provided that such cause is presented 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. The Committee may also terminate this Agreement for convenience upon the payment of one year's salary in installment from the date of termination for convenience.
  - 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 six (6) months in advance. The 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 Superintendent 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 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 her position is critical to the operation of the school system and as such cannot claim the accommodations offered non-critical employees.
  - c. 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.
  - d. This Agreement may also be terminated by:
    - i. mutual agreement of the parties;
    - ii. retirement, inability or death of the Superintendent;
    - iii. termination by the Committee in accordance with the laws of Rhode Island;

- iv. for but not limited to professional unfitness or inability to serve as role model;
  - v. annulment, suspension, lapse or revocation of certification;
  - vi. in accordance with the provisions of this Agreement: or
  - vii. nonrenewal by the Committee.
- e. It is understood and agreed that the Superintendent 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 superintendent (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 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.

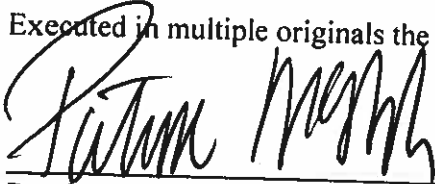
**10. INDEMNIFICATION:** The Committee agrees that it will indemnify the Superintendent in accordance with R.I. Gen. Laws § 9-1-31. In the event of any claim against the Superintendent in her individual capacity arising out of her employment, the Committee will pay the Superintendent's reasonable expenses arising from her retaining counsel of her choice, provided that the Superintendent's conduct meets the standard set forth in R.I. Gen. Laws § 9-1-31.

**11. ENTIRE AGREEMENT:** This Agreement 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.

**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.

**13.** The Agreement is effective upon signatures and approval by the Committee.

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



For the Committee



Superintendent of Schools

6/13/18

Date

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