
CHARIHO REGIONAL SCHOOL DISTRICT

AGREEMENT

THIS AGREEMENT, entered into by and between the **CHARIHO REGIONAL SCHOOL DISTRICT**, a regional school district of the State of Rhode Island, hereinafter called the District, and **BARRY J. RICCI**, hereinafter called the Superintendent, WITNESSETH AS FOLLOWS:

1. Purpose. This agreement sets forth the terms and conditions of employment by the District of the Superintendent and supersedes all previous agreements, written or oral.
2. The District shall employ BARRY J. RICCI to be Superintendent of Schools of the Chariho Regional School District for a term extending from July 1, 2007 to June 30, 2010, inclusive, on the following terms and conditions, and the said RICCI accepts said employment for said period on the same following terms and conditions.
3. Annual salary for 2007-2008 will be \$129,792; for 2008-2009 and 2009-2010 there will be a 2% annual increase for an average evaluation and a 4% for an above average evaluation.
4. The annual salary of the Superintendent thereafter shall be determined by the School Committee, who shall advise the Superintendent at the time of the preparation of the annual budget as to his salary for each succeeding year after 2009-2010, such salary not to be less than that of the previous year.
5. Benefits
 - (a) Provided that he is not medically disqualified, the Superintendent shall receive term life insurance coverage, with accidental death and dismemberment benefits, in the amount of One Hundred Fifty Thousand (\$150,000) Dollars; premium to be paid by the District through age 70. If the Superintendent retires prior to age 70, he may continue to purchase the group plan for life insurance at the group rate and at his own expense. Payments must be made to the school district before the first of each month, or in a lump sum, or the individual will be dropped from the plan for that year.
 - (b) The Superintendent shall receive retirement provisions in accordance with the Teachers' Retirement Act of the State of Rhode Island, contributions by the Superintendent and the District to be in accordance with current state regulations; the Superintendent shall also be afforded the provisions of Retirement Plan II and III, Sections A through E, of Appendix C of the 1988-1991 Contract Agreement between the School Committee and NEA Chariho; the Superintendent shall receive Social Security contributions in accordance with FICA provisions; the Superintendent shall receive Workmen's Compensation coverage.
 - (c) The Superintendent shall contribute 15% of the total annual cost of such medical and dental insurance coverage as is provided for all other administrators within the district.
 - (d) The Committee shall defend and indemnify the Superintendent against all suits brought against the Superintendent arising out of his exercise of the duties of Superintendent of Schools. Provided, however, the Committee will not defend nor indemnify the Superintendent for actions determined to be without the scope of his actual or apparent authority as said Superintendent.

The Chariho Regional School District does not discriminate on the basis of age, gender, marital status, race, religion, national origin, color, creed, political affiliation, sexual orientation, or handicap in accordance with applicable law.

- (e) The Superintendent shall receive the privilege of participation in tax-sheltered annuity programs as per the provisions of School Committee policy.
- (f) The Superintendent shall be entitled, if needed, to eighteen (18) days sick leave for each twelve (12) months of employment; such leave to be cumulative to an unlimited number. In addition, upon termination of employment by either party, the Superintendent will be entitled to sell back to the District up to, but not more than, sixty (60) unused sick days.
- (g) The Superintendent shall be entitled to two (2) personal days with pay each year. Additional time off, with pay, for personal reasons, may be granted at the discretion of the School Committee.
- (h) The Superintendent may be excused for jury duty, with pay, less compensation received for such duty.
- (i) The Superintendent shall be granted a maximum of four (4) consecutive paid days of leave for death in the immediate family (mother, father, mother/father-in-law, wife, husband, siblings, child, guardian, grandparents, or one who resides in the same household). For other relatives, one day will be granted for the purpose of attending the funeral.
- (j) The Superintendent's work year is 219 days exclusive of legal holidays and vacation days.
- (k) The Superintendent shall receive thirty (30) vacation days during each twelve months of employment, to be taken at a time approved by the School Committee; such vacation days to be cumulative to an unlimited number. Sixty (60) days may be sold back to the District upon termination of employment by either party.
- (l) The District will provide dues payments for the Assistant Superintendent to AASA and RISSA and the Superintendent may attend two national conferences at a total cost to the District not to exceed \$2,480 and the RISSA annual meeting each year.
- (m) The District will provide the Superintendent with \$300.00 per month for in-state travel expenses. No additional mileage allowance for travel within the State of Rhode Island will be provided.
- (n) A temporary disability insurance plan will be provided.
- (o) In accordance with the Teachers' Retirement Act (88 H 843, Sub A, Article II), if the Superintendent retires within the first three (3) years of his eligibility to collect retirement under the State Retirement System, he will be covered by the following co-payment plan:
 1. The School Committee will pay a maximum of \$1,700 each year towards the State Retirement Plan for Blue Cross/Blue Shield insurance for the family plan coverage of the Assistant Superintendent until he reaches age sixty-five (65).
 2. The School Committee will pay a maximum of \$750 each year towards the State Retirement Plan for Blue Cross/Blue Shield insurance for the individual plan for coverage of the Assistant Superintendent until he reaches age sixty-five (65).

6. The Superintendent shall devote his full and exclusive time and attention and best efforts in discharging his duties as Superintendent and shall perform the duties of Superintendent of Schools in and for the District as prescribed by the laws of the State of Rhode Island and by the rules and regulations made thereunder by the School Committee of the District, Commissioner of Education, and State Board of Regents. The state law governing the same being as follows: "The Superintendent of Schools employed in accordance with the provisions of this chapter, shall, under the direction of the School Committee, have the care and supervision of the public schools and shall be the chief administrative agent of the School Committee. He shall give the School Committee such assistance as it may direct in keeping its records and accounts and in making such reports as are required by law. He shall recommend teachers, including principals, supervisors and assistants to the School Committee for appointment to service in the public schools. He shall recommend to the School Committee courses of study, textbooks, school supplies, school furniture, repairs and other needed improvements. He shall make a report to the School Committee annually and at such other times as it may direct."

7. Incapacity to serve. Should the Superintendent be unable to perform his duties by reason of extended illness, accident, or other cause beyond his control, for a period of more than sixty (60) days beyond expiration of accumulated sick leave during any school year, the School Committee may, at its discretion, make an appropriate deduction from the salary stipend, and if such disability continues for more than one hundred eighty (180) days, or if the nature of said disability is such as to make the performance of duties impossible, the School Committee may, at its option, terminate the contract.

8. Evaluation. The Superintendent will receive a written evaluation of his performance, accompanied by related discussion if necessary, by May 1st of each year of this agreement.

9. Term of Agreement. This agreement shall be effective from July 1, 2007 through June 30, 2010 and shall not be altered except by a subsequent writing executed by the parties to this agreement.

10. Renewal. On May 1st of each year which occurs during the term hereof, this agreement shall automatically be extended for one (1) additional year if either party does not notify the other, in writing, by said May 1, of its intent to allow this agreement to expire at the end of the then current agreement.

This agreement is entered into this 24th day of April 2007, at Richmond, Rhode Island.

CHARIHO REGIONAL SCHOOL DISTRICT

By: _____
 William G. Day
 Chairperson

 Barry J. Ricci
 Superintendent of Schools

Date: _____

Date: _____

Witness: _____

Witness: _____

Date: _____

Date: _____