Agreement between the Newport School Committee and Kimberly Behan, Ed.D., Assistant Superintendent of Teaching, Learning, & Technology

AGREEMENT

Between

The Newport School Committee and Kimberly Behan, Ed.D., Assistant Superintendent of Teaching, Learning, & Technology.

The Newport School Committee and the Assistant Superintendent of Teaching, Learning, & Technology (hereinafter "administrator") agree to the salary and benefits set forth below for the period beginning July 1, 2017 and continuing through June 30, 2018.

This agreement shall be based upon a 12-month work year.

I. ANNUAL SALARY

\$ 126,480.00 (07/01/2017-06/30/2018)

II. BENEFITS

A. Fringe Benefits

The administrator shall be entitled to sixteen and one-half (16.5) days of sick leave and two (2) personal days annually. Sick leave and personal leave shall be cumulative to a total of not more than one hundred and eighty-three and one-half (183.5) days. This shall not preclude the granting of additional sick leave by the School Committee at its discretion, in the event the administrator is in need of additional sick days. Requests for same will be reviewed on a case by case basis but, generally, will not exceed a total of 45 additional sick days, if warranted.

The administrator shall be entitled to 25 annual vacation days. Scheduling of such days would be subject to the approval of the Superintendent based on the needs of the school district. If all of said vacation days are not used by the administrator prior to June 30th of each annual contract, the administrator shall have until August 31st of each annual contract to use up to a maximum of five (5) of said vacation days. Any vacation days for the term of the Agreement not so used by August 31st of each annual contract shall be converted to sick leave and added to the administrator's sick leave total and otherwise be subject to the terms of this Agreement.

There will be no ability to accumulate vacation days under this Agreement.

For any administrator who has unused vacation days prior to July 1, 2012, the administrator shall continue to be entitled to use said vacations days, provided, upon termination of employment from the Newport Public Schools, the administrator shall be entitled to payment for such unused vacation days accumulated prior to July 1, 2012 at the rate in effect at the date of termination up to a maximum of twenty-five (25) days, provided that ten (10) years of service have been completed with Newport Public Schools (see attached).

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The administrator is also entitled to Healthmate Coast to Coast medical coverage, Delta Dental and a \$50,000 life insurance policy. A twenty percent (20%) cost share from the administrator of the cost of the medical insurance is required.

As clarification, except as previously stated, there shall be no payment for any unused accumulated vacation days.

Upon termination of employment from the Newport Public Schools, the administrator shall be entitled to payment for twenty-five percent (25%) of his/her accumulated sick leave in excess of fifty (50) days up to a maximum of one hundred sixty-five (165) days, (equivalent to a maximum of twenty-eight and three-fourths [28¾] days), provided that ten (10) years of service have been completed with Newport Public Schools.

B. Retirement Benefits

An administrator must serve satisfactorily for a minimum of ten (10) years with the Newport Public Schools and be eligible at the time of retirement to receive benefits in the Employees' Retirement System of Rhode Island to be able to receive the following retirement benefits:

- 1. A lump-sum payment of \$150.00 for each year of service in the Newport Public Schools up to a maximum of \$4,500.00.
- 2. Until the administrator reaches the age of 65, medical insurance as contained in Section II (A) above. A twenty percent (20%) cost share from the retired administrator for the cost of medical insurance is required. There is no health care buy back if any medical insurance is not chosen.

C. Travel Expenses

The administrator will be reimbursed for the use of his/her automobile in discharging his/her duties at a rate of four hundred dollars (\$400.00) annually.

D. The daily rate computation for the purposes of retirement or termination of services shall be based on a work year calculated at two hundred and twenty (220) days.

III. DUTIES AND PERFORMANCE EVALUATION

The duties of the administrator are assigned by the Superintendent. The administrator's performance will be evaluated annually by the Superintendent or his designee, in accordance with the evaluation method, policy, and other guidelines established by the Superintendent with the approval of the School Committee. Said evaluation will be completed by June 1.

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IV. **AUTOMATIC RENEWAL**

This contract shall be deemed automatically renewed for a similar term absent negative notice by June 1st.

٧. NON RENEWAL/TERMINATION

The School Committee shall have the right to suspend and/or terminate employment during the term of this Agreement for just cause in accordance with the provisions of Rhode Island Law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement this 20 day of June 2017.

WITNESS:

David C. Hanos, Jr., Chairperson

NEWPORT SCHOOL COMMITTEE BY:

Catherine grash

Kimberly Behan Ed.D.

Assistant Superintendent

of Teaching,

Learning, & Technology