

SUPERINTENDENT'S EMPLOYMENT CONTRACT

NEWPORT SCHOOL COMMITTEE

and

Colleen B. Jermain

This Employment Agreement ("Agreement"), made and entered into on the 12<sup>th</sup> day of Sept, 2013, by and between the Newport School Committee (hereinafter referred to as the "Committee" or the "District"), and Colleen B. Jermain (hereinafter referred to as the "Superintendent").

Whereas, the Committee desires to provide the Superintendent with a written employment contract in order to delineate her respective duties and obligations and to assure the successful operation of the Newport School Department;

NOW, THEREFORE, the Committee and the Superintendent, in consideration of the terms and conditions hereof, do hereby agree as follows:

1. TERM

The Committee, in consideration of the terms herein specified, does hereby employ Colleen B. Jermain as the Superintendent of Schools for the City of Newport for a term of three (3) years commencing January 4, 2014 and ending on December 31, 2017.

2. DUTIES

The Superintendent shall faithfully and diligently perform such duties as are delineated by policy of the Newport School Committee and by this Agreement, as the same may be modified from time to time, and by law.

The Superintendent shall devote her whole time, attention and energies to said employment and shall, to the best of her abilities, do and perform all such services in connection with said employment. It is expected that the duties of the Superintendent shall require the Superintendent to work during times beyond business hours; for example, it is anticipated that the Superintendent shall attend all School Committee meetings.

The Superintendent shall be provided a laptop computer and cell phone by the District, at no cost to the Superintendent.

The Superintendent may participate in outside activities provided that they do not interfere with the performance of her duties and provided that the outside activities do not, in the opinion of the School Committee, reflect adversely on the City of Newport or its School Department and provided same do not involve compensation to be paid to the Superintendent.

### 3. PROFESSIONAL CERTIFICATION/PROFESSIONAL GROWTH

The Superintendent shall maintain and furnish to the Committee evidence of maintaining, throughout the life of this contract, a valid and appropriate certificate to act as Superintendent in accordance with all of the laws of the State of Rhode Island. The Superintendent shall be encouraged to join professional organizations and to attend professional meetings, conferences, with expenses to be paid as authorized by the School Committee. The Superintendent represents that she has not had any disciplinary action taken against her professional certificate as a teacher or administrator in any state, that she has never been charged criminally regarding the treatment of a minor or for moral turpitude or with a felony.

In addition, for the period of this Agreement through August 31, 2014, the Superintendent will be reimbursed up to \$5,000 for coursework from accredited colleges or universities. From September 1, 2014 through the duration of this Agreement, reimbursement for said coursework will not exceed a total of \$5,000.

### 4. EVALUATION: Performance-based Evaluation

A performance-based Evaluation will occur annually in January. The Superintendent will notify the Committee on or before December 1<sup>st</sup> of the impending process. The Committee and the Superintendent shall agree upon an Evaluation instrument which shall provide objective criteria, based upon goals and objectives mutually agreed upon by the Committee and the Superintendent. For the remainder of the 2013-14 school year, the Committee and the Superintendent will establish goals and objectives in January 2014. The Evaluation shall also include recommendations as to areas of improvement in areas deemed less than satisfactory. Goals and objectives for the ensuing school year will be set as part of the evaluation process. The Committee and the Superintendent shall meet in executive session as soon after the Evaluation as can be conveniently scheduled but in no event later than March 1, to discuss the results of the Evaluation on an annual basis.

The parties hereto may extend or renew this Agreement for an additional period provided, however, that the extension, when combined with the existing term or balance of the Agreement, shall not exceed three (3) years. The parties agree that if the Committee does not notify the Superintendent in writing before or on June 1, 2017 that her employment contract will be renewed or not, there will be a one year extension to December 31, 2018 with the understanding that before or on June 1, 2018, the Committee will notify the Superintendent in writing of whether it wishes to initiate negotiations for an additional contract or release the Superintendent at the end of the then existing contract.

### 5. COMPENSATION

A. SALARY: The salary of the Superintendent shall be determined on an annual basis after the completion of the Evaluation; the gross salary shall not be reduced except as may be provided by law, suspension, dismissal or leave; provided, however, that an increase in the contributions of the Superintendent to the cost of her benefits shall not be considered a reduction in the Superintendent's gross salary. Compensation for the period January 4, 2014 to December 31, 2014 is \$155,000. Adjustments to salary shall be in the form of an amendment and shall become part of

this Agreement, but shall not be considered a new Agreement with the Superintendent nor that the termination date of the existing Agreement has been extended.

B. BENEFITS: The Committee shall provide the Superintendent with the benefits set forth in the attached schedule.

C. VACATIONS & HOLIDAYS: The Superintendent shall be entitled to Twenty-Four (24) vacation days with pay each year that this contract is in effect, except that the Superintendent shall be entitled to 12 vacation days from January 1, 2014 to June 30, 2014, and if any of such vacation days are not used by June 30, 2014, then the Superintendent may be reimbursed for up to 5 of those unused days prior to the end of the current fiscal year with any of said unused vacation days being considered expired if not so taken. In addition, the Superintendent shall be entitled to such holidays as specified in the school calendar approved by the School Committee. Subsequent vacation days may be taken at any time commencing on July 1st of each year through the first day of the next school year (14 months); the period of fourteen months shall be limited to the taking of vacation days beyond the twenty-four days noted above. Any days not taken within the 14 month period shall be considered expired. Up to ten unused Vacation Days may be redeemed at a per diem rate and paid in a lump sum prior to end of each fiscal year. Any such designated days to be taken over the next two months will be considered expired if not so taken.

D. RETIREMENT: The Superintendent shall be enrolled in the Rhode Island Employees Retirement System and shall be entitled to all rights and benefits arising there under.

E. PERSONAL DAYS: The Superintendent shall be entitled to two (2) non-cumulative personal days per year.

## 6. EXPENSES

The Committee shall reimburse the Superintendent for all actual and necessary travel and other expenses required in the performance of the official duties of the Superintendent during her employment under this Agreement subject to such limitations as are provided by law and by Committee policy. In addition to these expenses, an annual mileage allotment of \$2,500 will be provided.

## 7. LIABILITY INSURANCE

The Committee shall provide the Superintendent with liability insurance coverage in the amount of \$1,000,000 provided pursuant to the Rhode Island Interlocal Trust.

## 8. CONTRACT TERMINATION

This contract may be terminated by:

- a) Mutual Agreement of the parties;
- b) Retirement, disability or death of the Superintendent;

c) Termination by the Committee in accordance with the laws of the State of Rhode Island after providing the Superintendent with written notice.

d) In the event that the Superintendent's employment is terminated without cause for any other reason, including without limitation, closure, reorganization, merger, consolidation, the Superintendent will receive a severance payment equal to the remaining salary the Superintendent would have received had the Superintendent remained employed through the end of the term of the Agreement provided said payment will be reduced by any other compensation earned by the Superintendent during said period which the Superintendent must reasonably pursue. The severance payment shall be paid per regular salary schedule.

Should the Superintendent be unable to perform her duties by reason of illness, accident, or other disabling condition, the Committee may require a medical examination, at their expense, to determine the extent of the disabling condition.

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 of a Superintendent (scandal, arrest, or the like) or failure, in whole or in part, to observe, perform and comply with the provisions of this Agreement, the directions of the Committee, the laws of the State of Rhode Island or applicable State regulations and rulings. Before any dismissal, the Superintendent shall be given a written statement of the cause of her dismissal, and shall be entitled to a hearing thereon. Upon such dismissal, this Agreement shall terminate forthwith.

Nothing herein shall prevent the immediate suspension of the Superintendent, with pay, for the good of the District.

#### 9. SAVINGS CLAUSE

This contract is subject to the General Laws of the State of Rhode Island and the rules and regulations of the State Board of Education and the Department of Education.

If any portion of this Agreement is deemed illegal for any reason, the remainder of the Agreement shall remain in full force and effect; further, this Agreement does not constitute any obligation either written or implied for reemployment beyond the term set forth herein.

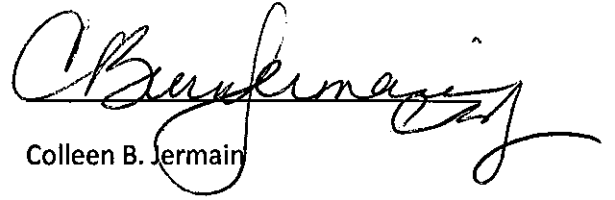
EXECUTED IN DUPLICATE ORIGINAL this 2<sup>nd</sup> day of Sept 2013.

NEWPORT SCHOOL COMMITTEE

BY: 

Charles P Shoemaker, MD  
Chairperson

SUPERINTENDENT


  
Colleen B. Jermain

Witnessed By:

  
(Signature)

JO EVA GAINES  
(Name Printed)

Witnessed By:

  
(Signature)

JO EVA GAINES  
(Name Printed)

## BENEFITS SCHEDULE

The Newport School Committee shall provide Colleen Jermain with the following benefits.

Medical Coverage	The Superintendent will be entitled to receive Blue Cross Blue Shield Healthmate Coast to Coast Family coverage as identified in the attached summaries. The Superintendent shall pay 25% of the cost of said coverage if selected. If the Superintendent does not select said coverage, she will receive the sum of \$2,500 on an annual basis.
Dental Coverage	The Superintendent will be entitled to receive Delta Dental Family coverage. The Superintendent shall pay 25% of the cost of said coverage if selected.
Retirement	As provided by State Retirement System
A portion of accumulated sick leave upon termination	After six (6) years of employment in the District, the Superintendent shall be entitled to payment for 25% of accumulated sick leave in excess of 50 days, up to a maximum of 165 days (equivalent to 28 $\frac{3}{4}$ days). All other unused accumulated sick days prior to termination will be considered expired.
Personal Days	The Superintendent shall have 2 personal days, non cumulative.
Life Insurance	\$155,000
Disability Insurance	The Committee shall provide on a fully paid basis a disability income insurance policy with the following coverage: (1) 180 day waiting period; (2) coverage for accident or illness, (3) payment of benefit to age 65; (4) total monthly benefit of \$2,000.00. Additional benefits may be purchased by the Superintendent at her expense.
Liability Insurance	\$1,000,000

Leave of Absence

Emergency leave as needed upon notification and approval of the Committee.

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Family Illness or Death

Leave will be arranged in consultation with the Committee.

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Sick Leave

The Superintendent shall be given 24 sick leave days per year, accumulative to 210 days subject to limitation upon termination.

The Superintendent may be required to furnish medical certification that the absention illness prevents performance of duties and that, upon return that she is able to return to work.

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Vacation Leave

See Section 5(c) of the Agreement.

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Maternity Leave

Per FMLA.

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State and National Organizations

The Committee shall pay for annual dues for membership in State and National Professional Associations.

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Tuition Reimbursement

See Section 3(c) of the Agreement.

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Your prescription drug plan divides all covered drugs into three different levels (tiers).

**Tier 1, Tier 2, and Tier 3** drugs are listed in the Preferred Drug List, which can be found on **BCBSRI.com**.

		<b>Coinsurance 34-day supply or 100 units</b>	<b>Mail Order 102-day supply or 300 units</b>
<b>Tier 1</b>	Low cost generic drugs	<b>20%</b>	<b>20%</b>
<b>Tier 2</b>	Higher cost generic and preferred brand name drugs	<b>20%</b>	<b>20%</b>
<b>Tier 3</b>	Non-preferred brand name drugs	<b>20%</b>	<b>20%</b>

\$300 out-of-pocket maximum per person, once met coverage is 100%

Prescribed over-the-counter aspirin, folic acid, iron supplements, and smoking cessation medications purchased at a retail pharmacy are covered at 100% according to federal guidelines.

- **Infertility drugs, including oral and injectable drugs, are covered with a 20 percent coinsurance.**
- **Coinurance is based off the retail cost of the drug.**

## Filling Prescriptions

**Network retail pharmacies.** Our network includes approximately 64,000 retail pharmacies. Please visit BCBSRI.com for our participating pharmacy directory.

### Mail order through CVS Caremark.

You can order a maximum of up to a 102-day supply of most non-maintenance medications and a 102-day supply or 300 units, whichever is greater of maintenance medications with a 20 percent copayment of the total retail cost.

- You can access CVS Caremark by logging in to BCBSRI.com. Select "Pharmacy" on the left hand side of your member homepage and follow the prompts from there.
- You can also call CVS Caremark at 1-866-329-3053 (TDD 1-800-231-4403).
- To request a mail order brochure, please contact BCBSRI Customer Service.

## Out-of-Network Pharmacies

If you have a prescription filled at a non-participating pharmacy, you must pay for it in full at the time of purchase. You will be reimbursed at 50 percent of our allowance, infertility at 80% of our allowance.

## Generic Incentive

Some brand name drugs have generic equivalents. If a drug has a generic equivalent, your prescription drug plan

covers the retail cost of the generic drug, less your applicable coinsurance. **If you choose to purchase the brand name drug, you will be responsible for the difference in cost between the brand name and its generic equivalent.**

## Saving Money on Prescription Drugs

**Choose generic drugs when appropriate.** Generic drugs have the same active ingredients as their brand name equivalents, and are approved by the U.S. Food and Drug Administration (FDA). Ask your doctor if you can take a generic drug.

**Choose over-the-counter drugs whenever possible.** Over-the-counter drugs (OTCs) are medications that do not require a prescription. Most are less expensive than their prescription equivalents, but have the same active ingredients. Ask your doctor if an OTC drug is available for you.

**Choose a lower-cost drug within the same class when appropriate.** All drugs are grouped into classes, based on the medical conditions they treat. These drugs, though, are not necessarily in the same tier under your prescription drug plan. If you are taking a high-cost drug, there may be a less expensive alternative drug that is in the same drug class. Ask your doctor if a lower-cost alternative is available.

**Half-tab program:** With your physician's approval, you can have certain prescriptions filled at double the strength, get half the amount of pills and only pay half the amount of your drug copayment. You will be provided a pill splitter with this voluntary program and will take a half-tablet dosage instead of a whole pill. Consult with your physician to see if this practice is safe for the medications and dosages prescribed to you.

If you have any questions related to your prescription drug program, please call us at the appropriate number below.

**Customer Service for BlueCHIP plans:** (401) 274-3500 (within RI) or 1-800-564-0888 (outside of RI only)

**Customer Service for HealthMate Coast-to-Coast Plans:** (401) 459-5000 (within RI) or 1-800-639-2227 (outside of RI only)

**Telecommunications Device for the Deaf (TDD):** 1-888-252-5051



## Deductible Plan Variation Benefit Summary

HealthMate Coast-to-Coast focuses on preventive care, setting the foundation for continued good health. Plus, you benefit from:

- **An extensive nationwide network.** You can receive in-network coverage from more than 536,000 doctors and 4,300 hospitals through the BlueCard® PPO network.
- **No paperwork for in-network services.** Simply show your BCBSRI member ID card, and the provider will do the rest. You're only responsible for paying any applicable copayment, coinsurance, or deductible.
- **The freedom to choose.** If you visit an out-of-network provider for covered services, simply pay for the service up front and then file a claim for reimbursement. You may have to pay higher out-of-pocket costs when you visit non-network providers. Please see your plan's subscriber agreement for details or call Customer Service.

	Within the BlueCard® PPO Network you pay:	Outside of the BlueCard® PPO Network you pay:	Notes
<b>Deductible</b>	\$250 per Individual	\$250 per Individual	For family coverage: Up to a maximum of two family members must meet the individual amount per calendar year. In- and out-of-network deductibles accumulate separately.
<b>Coinsurance</b>	0%	20%	
<b>Out-of-pocket maximum</b>	\$0 per Individual	\$4,000 per Individual	For family coverage: Up to a maximum of two family members must meet the individual amount per calendar year. Once you exceed this amount, we will pay up to our allowance for most covered services. Deductibles and copayments do not apply to your out-of-pocket maximum. In- and out-of-network out-of-pocket maximums accumulate separately.
<i>Please remember that you are responsible for paying any copayment, coinsurance, and/or deductible to your provider. This is a mandatory requirement when receiving healthcare services. Copayments are due at the time of service. Any coinsurance and/or deductible amounts can be paid at the time of service or within the time frame specified by your provider. Coinsurance and deductible amounts are shown on the explanation of benefits (EOB) that we send to you after processing your claim. You must pay the provider the total amount shown in the section labeled "Your Responsibility" on the EOB.</i>			
<b>Preventive Care</b>			
<b>Adult preventive care</b>	\$0	\$15 plus 20% after deductible	Includes one physical exam and one gynecological exam per calendar year.
<b>Pediatric preventive care</b>	\$0	\$15 plus 20% after deductible	Pediatric preventive care is covered according to federal guidelines.
<b>Immunizations</b>	\$0	\$15 plus 20% after deductible	Includes adult, pediatric, and travel immunizations.
<b>Lab services, machine tests, and X-rays</b>	\$0 (Deductible does not apply)	20% after deductible	Includes Pap smears, screening mammograms, and prostate-specific antigen (PSA) tests.
<b>Office Visits</b>			
<b>Personal care physician (PCP)</b>	\$15	\$15 plus 20% after deductible	
<b>Specialist</b>	\$25	\$25 plus 20% after deductible	Chiropractic visits are limited to 12 per calendar year. Routine eye exams are limited to 1 per calendar year.
<b>Outpatient Services</b>			
<b>Outpatient medical/surgical care (facility and doctor services)</b>	0% after deductible	20% after deductible	Surgery performed in a physician's office or urgent care center is not subject to the deductible
<b>Lab services, machine tests, and X-rays (diagnostic)</b>	0% (Deductible does not apply)	20% after deductible	

	Within the BlueCard® PPO Network you pay:	Outside of the BlueCard® PPO Network you pay:	Notes
<b>Inpatient Services</b>			
<b>Inpatient hospital services</b> - acute care - maternity	0% after deductible	20% after deductible	Unlimited days at a general or specialty hospital. Up to 45 days per calendar year for physical rehabilitation.
<b>Mental Health and Chemical Dependency Treatment Services</b>			
<b>Inpatient</b>	0% after deductible	20% after deductible	
<b>Outpatient</b>	\$0	20% after deductible	
<b>Office Visits</b>	\$25	\$25 plus 20% after deductible	
<b>Urgent Care or Emergency Care</b>			
<b>Urgent care center</b>	\$25	\$25 plus 20% after deductible	
<b>Emergency room care</b>	\$100	\$100	If emergency room visit results in hospital admission, \$100 copayment is waived. You may be billed an additional specialist copayment if you are seen by a specialist in the emergency room.
<b>Ambulance services</b>	\$50	\$50	Coverage for medically necessary/emergency services. Air and water ambulances are limited to a maximum of \$3,000 per occurrence.
<b>Additional Services</b>			
<b>Prescription drugs</b>	<i>See prescription drug insert for details. Prescription drug copayments and coinsurance do not apply to your out-of-pocket maximum.</i>		
<b>Physical/occupational therapy</b>	20% after deductible	20% after deductible	
<b>Durable medical equipment (DME)</b>	20% after deductible	20% after deductible	Must be purchased from a participating DME vendor. Pharmacies are NOT participating in the DME network.
<b>Home and hospice care</b>	0% after deductible	20% after deductible	Includes physician, nurse, and home health aide visits.

*This grid provides a general summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department at (401) 459-5000 or 1-800-639-2227 (outside of Rhode Island). If you have any questions about receiving medical care, call your personal care physician.*

### Key Terms

**Coinsurance:** The percentage of our allowance that you must pay for a covered healthcare service.  
**Copayment:** A fixed dollar amount that you must pay for a covered healthcare service.  
**Deductible:** A fixed amount that you must pay for covered healthcare services each calendar year before we start to pay for those services.  
**Out-of-pocket maximum:** Highest amount of coinsurance that you must pay each calendar year for certain covered healthcare services.  
**Personal care physician (PCP):** Includes family practitioners, internists, and pediatricians.  
**Specialist:** Includes office visits to all other medical providers who specialize in a certain area of medicine, such as but not limited to: oncology, cardiology, ophthalmology, dermatology, or allergy.

### How Your Deductible Works

Your plan features a deductible. The deductible is the amount of covered expenses you must pay per calendar year before we start to pay for covered services.

- Two family members must satisfy the individual deductible. Once the second family member meets his or her individual deductible, the family deductible is satisfied.
- Once the family deductible is met, the family only needs to pay coinsurance (if applicable) up to the out-of-pocket maximum.

The family out-of-pocket maximum accumulates the same way as the family deductible.



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