

EMPLOYMENT CONTRACT

BETWEEN

THE COVENTRY SCHOOL COMMITTEE AND CRAIG LEVIS, SUPERINTENDENT

AGREEMENT made and entered into this 4th day of February, 2019, by and between the School Committee of the Town of Coventry (hereinafter "Committee") and Craig Levis, (hereinafter "Superintendent").

WHEREAS, the Committee desires to employ **Craig Levis** in the capacity as **Superintendent**, and

WHEREAS, the Superintendent desires to be employed in said capacity by the Committee, and the parties having mutually agreed upon the terms and conditions of such employment.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein set forth, the parties agree as follows:

I. TERM

Commencing July 1, 2019, the Committee hereby employs Superintendent for a term of three (3) years ending on June 30, 2022.

On or before December 1, 2021, the Committee shall notify the Superintendent of its intention to not renew the agreement between the parties. If notice is not provided to the Superintendent, this contract will automatically be extended for one (1) year.

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

This Agreement may not be vacated by the Superintendent with less than sixty (60) days' notice or with the mutual agreement of the School Committee.

II. CERTIFICATIONS/LICENSES

The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate Certificate qualifying him to perform the duties and responsibilities of the position of Superintendent.

III. DUTIES, RESPONSIBILITIES AND PERFORMANCE EVALUATION

The Superintendent shall perform those duties as described in his job description, as described in R.I.G.L. §16-2-11 and any other duties assigned by the School Committee for the betterment of the Town of Coventry as prescribed by the laws of the State of Rhode Island and by policies, rules and regulation adopted by the Committee.

The School Committee shall evaluate the Superintendent annually and provide the Superintendent with a copy of said evaluation.

IV. COMPENSATION AND BENEFITS

- A. Salary: In consideration for the faithful performance of duties of the Superintendent, he shall be paid an annual salary, commencing as of July 1, 2019, of One Hundred Sixty Thousand Dollars (\$160,000. 00) for fiscal year 2020 and fiscal year 2021. The salary shall be paid in equal installments in accordance with the rules of the Committee governing payment of other professional staff members in the town.

The Committee shall pay the employer's distributive share to the State of Rhode Island Retirement System according to the wage earned by the Superintendent; to the extent the time served is pensionable.

The Committee and Superintendent agree to adjust and review the annual salary of the Superintendent for fiscal year 2022. Said salary adjustment shall not reduce his annual salary below the figure stated above. Adjustments to salary shall be in the form of an amendment and shall become a part of this contract, but shall not be considered a new contract with the Superintendent nor that the termination date of the existing contract been extended.

- B. Vacation: The Superintendent shall be entitled to twenty-five (25) working days as vacation each full year of this Agreement exclusive of legal holidays. Vacation days must be taken during the fiscal year earned. Upon termination of this contract for any reason, the Committee shall not be obligated to the Superintendent for any unused vacation time.
- C. Personal: The Superintendent shall be entitled to two (2) personal days per year. Personal days shall be limited to such personal business that could not be conducted at a time that would not conflict with working days. Personal days must be taken during the fiscal year earned and may not be accrued. Upon termination of this contract for any reason, the Committee shall not be obligated to the Superintendent for any unused personal time.
- D. Sick Leave: The Superintendent shall be entitled to thirty (30) days sick leave annually, which may be cumulative up to ninety (90) days. In the event that the

Superintendent is sick for more than five (5) consecutive work days, the Committee may request that the Superintendent obtain a Doctor's note verifying the illness.

- E. Insurance: During the term of this Employment Contract the Superintendent shall be entitled to life insurance equal to two times his annual salary (and any increases) together with such other medical, dental, hospital and life insurance benefits, severance and all other fringe benefits available to other professional employees of this District. The Superintendent shall be responsible for a Twenty-Five percent (25%) co-pay for health insurance.

- F. Professional Development: The Superintendent shall have a One Thousand Two Hundred Dollar (\$1200.00) annual allowance for professional development, including but not limited to, attendance at appropriate local, state and national meetings and conferences, and membership in appropriate professional organizations. Payment and/or reimbursement of expenses shall not exceed the amount budgeted for Superintendent expenses.

The Committee shall pay for the Superintendent's annual membership in the Rhode Island Association of School Superintendents.

In addition, in each year of this agreement, the Committee shall pay for the Superintendent's attendance at a national conference in accordance with Coventry Public Schools' policies and procedures on payment/reimbursement for conference expenses.

The Superintendent may teach one course per semester provided that the time related to teaching does not conflict with the regular hours of service to perform required duties.

- G. Indemnification: The Committee shall indemnify the Superintendent against all claims, liability, costs, and expenses (including attorneys' fees) arising from any third party claim or proceeding against the Superintendent to which he may be made a party by reason of being an officer, director, or employee of Coventry Public Schools and/ the Town of Coventry.

V. DISMISSAL/SUSPENSION/TERMINATION

- A. By the Committee: During the term of this Contract, the Superintendent shall not be arbitrarily or capriciously dismissed or suspended from the position of Superintendent by the School Committee except for good and just cause.

Any dismissal or suspension shall be effective upon the delivery of written notice stating the cause(s) to the Superintendent.

If timely written request is made to the School Committee within five (5) business days of the effective date of notice of dismissal or suspension, the School Committee shall provide a hearing within thirty (30) days of receipt of the written request. If such request is not made, the decision of the School Committee shall immediately become final.

If timely written request is made, the Superintendent shall have the opportunity to present witnesses at said hearing. Within thirty (30) days, after the conclusion of the hearing, the School Committee shall render a clear, concise, written decision. The findings and conclusions therein shall be based exclusively on evidence at the hearing or on reasonable inferences drawn therefrom. A copy of the decision shall be promptly supplied to the Superintendent.

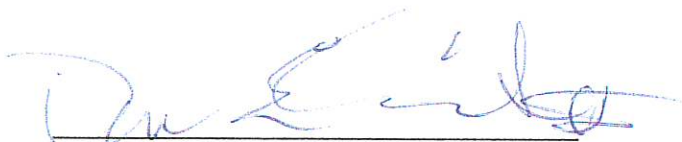
- B. Termination as a Result of Disability: Should the Superintendent be unable to perform his duties for by reason of illness, accident, or other cause beyond his control and said disability exists for a period of more than six months during any fiscal year, the Committee may in its discretion make a proportionate deduction stipulated, and if such disability continues for more than nine (9) months, or if said disability is permanent, irreparable, or of such a nature as, in the discretion of the Committee will make his duties impossible, the Committee may, at its option, terminate this contract, whereupon the respective duties, rights and obligations hereof shall terminate. In any case, Superintendent shall be entitled to her salary for six (6) months of said permanent or irreparable disability.
- C. Contract Termination: This employment contract may be terminated in accordance with the procedures above at any time by:
1. Mutual agreement of the parties; or
 2. Retirement, inability/incapacity or death of the Superintendent; or
 3. Professional unfitness or inability to serve as district role model or district educational leader; or
 4. Annulment, suspension, lapse or revocation of certification; or

5. Non-renewal by the School Committee; or
6. Criminal conviction of a disqualifying offense; or
7. Any other lawful reason.

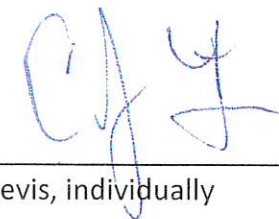
VI. MISCELLANEOUS

- A. Parole Statement: No prior stipulation, agreement or understanding, verbal or otherwise of the parties or their agents shall be valid or enforceable unless it is embodied in the terms of this agreement.
- B. Interpretation and Effect: This agreement, executed in duplicate, sets forth the entire agreement between the parties and may be canceled, modified, or amended only by a written instrument executed by all parties hereto. The paragraph captions are used on only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
- C. Novations: This agreement superseded any and all prior agreements and employment contracts between the parties, and all the rights and obligations under said prior agreements or contracts are completely extinguished. This contract shall constitute a novation.
- D. Choice of Laws: This agreement shall be construed in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the day and year first above written.



WITNESS

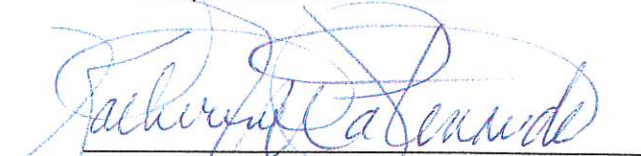


Craig Levis, individually

Coventry School Committee



WITNESS



Katherine M. Patenaude, Chairperson