

ADMINISTRATIVE ASSISTANT'S CONTRACT

This employment contract is entered into this **15th day of November, 2010** by and between Burrillville School Committee, hereinafter referred to as the "Committee" and **Anne Schmiedel**, hereinafter referred to as the Administrative Assistant, for consideration herein specified. The Committee and the Administrative Assistant agree as follows:

1. TERM OF CONTRACT

The Committee hereby employs, and **Anne Schmiedel** hereby accepts employment as an **Administrative Assistant** for a two year period commencing on the **1st day of December, 2010** and ending on the **30th day of June, 2013**. This Agreement supersedes all prior written and oral agreements and may be amended only in writing executed by the parties. And any prior agreements of any type are acknowledged to be void and of no effect.

2. JOB DUTIES OF ADMINISTRATIVE ASSISTANT

The Administrative Assistant shall be responsible for the duties set forth in an established Job Description and such other duties determined by the Superintendent of schools, with the intent of the School Committee.

3. COMPENSATION

The Committee shall pay the Administrative Assistant at an annual rate **\$46,883** for the 2010-2011 school year (prorated) to be determined in 26 equal installments. The Administrative Assistant will not receive an increase for the 2011-2012 school year; a 1.75% increase for the 2012-2013 school year.

Any adjustments in salary made during the term of this contract shall be an addendum to this contract, subject to the terms and conditions set forth herein and such adjustment or modification shall not be construed as a new contract nor as any extension of the term of employment unless expressly provided by the Committee.

4. OTHER COMPENSATION

The Committee shall provide the Administrative Assistant with the benefits as listed in the addendum annexed hereto, including health insurance, professional

liability, long-term disability, and life insurance coverages.

The Administrative Assistant agrees to comply with all terms, conditions, and specifications set forth in the policies of insurance as provided.

5. EXPENSE REIMBURSEMENT

The Committee shall reimburse the Administrative Assistant for all actual and necessary travel and other expenses required in the performance of official duties during the employment of this contract.

In any event, any and all reimbursements shall be in accordance with the appropriate Internal Revenue code provisions, rules, and regulations and/or rulings governing such reimbursable expenses.

6. WORK DAY

It is expressly agreed that the duties of this position require Administrative Assistant to begin the work day at 8:00 a.m. and shall end the work day at 4:30 p.m. except under extenuating circumstances.

The Administrative Assistant may also be required to attend certain school functions and activities beyond the designated work day.

7. VACATIONS

The Administrative Assistant will be entitled to the following number of vacation days: 20.

All vacation days shall be used on or before June 30th of any contract year. A total of five (5) unused days from previous years may be carried over from year to year. No more than 5 days in total may ever accrue in any given year. All other unused vacation days shall be forfeited with no compensation therefore. The selection of specific vacation days shall be pre-approved by the Superintendent

8. HOLIDAYS

The Administrative Assistant shall be entitled to the following legal holidays as specified in the Committee-approved calendar:

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|----------------------------------|------------------|
| 1. New Years Day | 9. Labor Day |
| 2. Martin Luther King's Birthday | 10. Columbus Day |

- | | |
|--------------------------|-------------------------------|
| 3. President's Day | 11. Veterans Day |
| 4. Good Friday | 12. Thanksgiving Day |
| 5. Memorial Day | 13. Day after Thanksgiving |
| 6. Independence Day | 14. Christmas Day |
| 7. Victory Day | 15. Work Day before Christmas |
| 8. Presidential Election | 16. Day before New Years Day |

9. SICK LEAVE

The Administrative Assistant shall be entitled to eighteen (18) days sick leave annually, with pay, cumulative to 180 sick days.

10. TEMPORARY LEAVE

Any bereavement or personal leaves shall be subject to the approval and permission of the Superintendent.

A maximum of two (2) days' leave with pay for personal reasons that could not be conducted at any time not in conflict with the working school day shall be granted to the Administrative Assistant.

11. PERFORMANCE EVALUATION

The Administrative Assistants performance will be evaluated annually by the Superintendent, based upon the evaluation method, policy, and other guidelines as approved (and amended from time to time) by the School Committee and/or the Superintendent with reference to the goals and objectives set (from time to time) by the School Committee and/or Superintendent. Any and all evaluations, reports, conclusions, or summations shall be completed by June 15th.

12. MEDICAL EXAMINATION

The Superintendent may require the Administrative Assistant to present a certificate from a physician of the Committee's own choice for absence or illness exceeding five (5) days. If the Superintendent has reason to believe that the sick leave provision is being abused, then the five (5) days do not have to be consecutive.

The Committee reserves the right to require an examination of the Administrative Assistant by a physician of his own choice in the case of prolonged or chronic illness or absence. The Committee will pay the physician's fee in the event of certified illness if the Committee should require an examination under the "non-consecutive" clause.

13. CONTRACT TERMINATION

This employment contract may be terminated by:

1. Mutual agreement of the parties; or
2. Retirement, inability or death of the Administrative Assistant
3. Termination by the Committee in accordance with the laws of Rhode Island for but not limited to professional unfitness and ability to serve as a role model as determined by the Committee; or
4. Failure to meet the expectations, standards of performance and/or goals and objectives as set by the Superintendent and/or School Committee; or
5. Lapse or non-renewal of contract by the School Committee; or
6. Criminal convictions regarding the treatment of a child or crime of moral turpitude or any other misdemeanor or other felony; or
7. Any other lawful reason.

The Administrative Assistant may also be subject to suspension and/or dismissal by the Committee for cause, such as incompetency, assault, cruelty, insubordination, neglect of duty, incapacity, conduct becoming an Administrative Assistant (scandal, arrest, etc.) or failure, in whole or in part, to observe, perform, and comply with the provisions of the agreement, the directions of the Committee or the Superintendent, the policies of the Committee or the Superintendent, the laws of the State of Rhode Island or the applicable state regulations and rulings.

Before any dismissal, the Administrative Assistant shall be given a written statement of the reason for such dismissal and shall be entitled to a hearing thereon. The Administrative Assistant must request such hearing within 10 days of notice of termination. That hearing (except for deliberations of the Burrillville School Committee) may be open or closed at the Administrative Assistant's option. Upon such dismissal, this agreement shall forthwith terminate.

The decision of the Burrillville School Committee shall be final and binding in all respects and not subject to appeal or review unless required by applicable Federal or State law.

14. RENEWAL

The parties hereto may, by mutual agreement, extend or renew this contract for additional periods. Any such extension or renewal requires affirmative action by the Committee in writing. The Committee shall provide the Administrative Assistant written notice of renewal on or before February 1 prior to the end of the contract term. If the Administrative Assistant does not receive such written notice of renewal, this contract shall expire at the end of its stated term, at which time the Administrative Assistant shall no longer be an employee of the Burrillville School District.

15. SEVERANCE CONDITIONS

When the service of an Administrative Assistant shall be terminated by retirement, death or failure to renew and for good time in the service of the Burrillville School District, such Administrative Assistant shall be entitled to receive one hundred percent (100%) of accrued vacation time and personal leave and seventy-five percent (75%) of accrued sick leave time to his/her credit as of the date of termination.

Retirement shall be defined as an Administrative Assistant who has filed an application and is eligible for retirement benefits from the state retirement system.

16. MISCELLANEOUS

The use of Bereavement, personal, professional leaves and vacation days shall be subject to the prior approval and permission of the Superintendent.

The Administrative Assistant shall be entitled to all other leaves which are specifically granted to the Administrative Assistant and mandated by Federal or State law such as the Family Medical Leave Act.

17. SAVINGS CLAUSE

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

If any portion of this contract is deemed illegal due to conflict with State or Federal

Law, the remainder of the contract shall remain in full force and effect; further, this contract does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

Executed in duplicate original the day and year first written above.

School Committee:

By _____

Witness _____

Administrative Assistant:

By _____

ADDENDUM

OTHER COMPENSATION

The Committee shall provide Administrative Assistant the following benefits in accordance with Committee policy as well as those as specified elsewhere within this contract.

1. **Medical Coverage** Single or family plan benefit on the same terms and conditions (including applicable buyout and co-pay provisions) as provided in the non-certified Collective Bargaining Agreement, as amended from time to time.

2. **Dental Insurance** Single or family plan benefit on the same terms and conditions (including applicable buyout and co-pay provisions) as provided in the non-certified Collective Bargaining Agreement, as amended from time to time.

3. **Life Insurance** On the same terms and conditions as provided in the non-certified Collective Bargaining Agreement, as amended from time to time.

The Administrative Assistant agrees to comply with all terms, conditions and specifications set forth in the policies of insurance as provided.

4. **Holidays** As per School Committee Calendar as amended from year to year.

5. **Personal Days** A maximum of two (2) days' leave per year with pay for personal reasons that could not be conducted at any time not in conflict with the working school day. If only one personal day is used, in a given year, the remaining day shall be accrued toward severance pay and is referred to as "accrued sick days" in that section.

6. **Pension Plan** The Administrative Assistant shall contribute and

be entitled to retirement benefits with the State of Rhode Island Municipal Employees Retirement System to the extent he/she is eligible.

7. Disability Insurance

66 2/3% of salary, with ninety (90) day elimination clause. Payments to continue until the earliest available retirement.

8. Leaves of Absence

as provided in the non-certified Collective Bargaining Agreement, as amended from time to time except as specifically amended herein.

9. Bereavement Leave

as provided in the non-certified Collective Bargaining Agreement, as amended from time to time.