

EMPLOYMENT AGREEMENT- FINANCE DIRECTOR
WOONSOCKET EDUCATION DEPARTMENT

THIS AGREEMENT, made this 24th day of October 2014, by, between, and among The Woonsocket Budget Commission (“Commission”), The Honorable Lisa Baldelli-Hunt, Mayor of the City of Woonsocket (“Mayor”), and Brad P. Peryea ("Finance Director"), in accordance with R.I. Gen. Laws § 16-2-9(c). Upon the recommendation of the Woonsocket School Committee (“School Committee”), which has selected the Finance Director to serve subject to specific terms and conditions of employment, in accordance with R.I. Gen. Laws §§ 16-2-9(a)(13) and 16-2-18, which selection and assignment the Commission has approved through the appointment and hiring of the Finance Director, in accordance with R.I. Gen. Laws § 45-9-6(d)(8), the Commission, Mayor and the Finance Director (the “Parties”), hereby agree as follows:

1. **EMPLOYMENT**

The Finance Director shall be employed to serve as chief school business administrator of the Woonsocket Education Department in accordance with the following terms and conditions.

2. **TERM**

The term of the Finance Director’s employment is for the period from November 17, 2014 through June 30, 2015, unless earlier terminated as set forth below.

3. **DUTIES**

A. The Finance Director is the School Business Administrator in charge of the accounting, finance, and management of the business affairs of the School Committee. He shall perform the responsibilities and duties as required under law, and as directed by and reporting to the Superintendent, including without limitation overseeing compliance with the mandates set

forth in R.I. Gen. §§ 16-2-9.4 (school district accounting compliance) and 16-7.1-3 (accountability for district and school expenditures), and as set forth in the description attached hereto as Exhibit A. The Finance Director shall devote his entire time, attention and energies to said employment, and shall, to the best of his abilities, do and perform all such services in connection with said employment. He shall attend all meetings of the School Committee and participate in all School Committee deliberations so designated by the School Committee, except when matters relating to his own employment are under consideration. Under the direction of the Superintendent, he shall advise the School Committee on budgetary and fiscal policies, procedures, and plans and in take the initiative in presenting to the School Committee fiscal policy, procedural, and planning issues for its attention.

4. PROFESSIONAL CERTIFICATION

The Finance Director shall maintain and furnish proof to the School Committee of valid and appropriate certification from the Rhode Island Board of Education as a School Business Administrator. He shall maintain membership the in Rhode Island Association of School Business Officials and be encouraged to join other professional organizations and to attend professional meetings and conferences, with expenses to be paid as recommended by the Superintendent and approved by the School Committee.

5. EVALUATION

By no later than forty-five (45) days after appointment of the Superintendent, the Superintendent and Finance Director shall agree upon an Evaluation Instrument, by which the Superintendent shall establish specific goals and objectives for assessing the Finance Director's performance, with a percentage value to be assigned to each of these specific goals and objectives. The Superintendent shall use the Evaluation Instrument to conduct a performance-

based Evaluation of the Finance Director, at a time to be set by the Superintendent and Finance Director, and shall meet with the Finance Director as soon as possible after the Evaluation is complete to review the results.

6. COMPENSATION

A. Salary: The Finance Director shall be a salaried employee, exempt from the overtime pay provisions of the Fair Labor Standards Act. He shall receive an annual salary in the amount of One-Hundred-And-Six-Thousand-Dollars-And-No-Cents (\$106,000.00), prorated from his date of hire. The payments shall be made in the same manner as salary payments are made to other personnel in the Woonsocket Education Department.

B. Benefits: The School Committee shall provide the Finance Director with the benefits in the attached schedule, Exhibit B, the terms of which are hereby incorporated by reference.

7. EXPENSES

The Finance Director shall be reimbursed for mileage expenses incurred for travel other than ordinary commuting at the rate specified by the Internal Revenue Service and subject to the approval of the Superintendent.

8. AGREEMENT TERMINATION

- A. This Agreement shall terminate and no further action shall be required by the Woonsocket Education Department or the Finance Director upon:
- a. Written agreement of the Parties;
 - b. Retirement, long-term disability, to the extent permitted by law, resignation or death of the Finance Director;
 - c. Annulment, suspension, lapse, or revocation of Finance Director's certification

issued by the Board of Education;

- d. Felony conviction or any conviction of crime of moral turpitude by the Finance Director;
- e. Finding of cause by the School Committee ("Finding of Cause"), which shall include but not be limited to the Finance Director's violation of federal or state education laws, rules, or regulations, arrest, moral turpitude, falsification, misrepresentation, neglect of duty, incompetence, insubordination, failure to meet the performance standards set by the School Committee, or as established by School Committee policies, or failure to follow the School Committee's lawful instruction. Before issuing a Finding of Cause, the School Committee shall: (i) provide the Finance Director with notice and a written statement of cause ("Notice and Statement"), and (ii) afford the Finance Director, upon request, and within fourteen (14) calendar days of such Notice and Statement, a hearing before a quorum of the School Committee. There shall be no appeal from the School Committee's Finding of Cause to any tribunal, administrative or judicial, except as required by law.

B. This Agreement shall terminate upon a vote of a majority of the School Committee for any other reason or cause, or for no reason or cause, in which case the Finance Director shall be relieved of all obligations hereunder, but the School Committee shall continue to provide to the Finance Director his salary and health insurance benefits, subject to usual employee contributions, for the full unexpired term hereof.

9. SUSPENSION

The School Committee may suspend the Finance Director immediately, with pay, for the

good of the Woonsocket Education Department. The School Committee may suspend the Finance Director without pay upon a Finding of Cause as defined and subject to the process set forth in paragraph 8.

10. NOTICES

Written notices to be given under this Agreement shall be sent by registered or certified mail, return receipt requested, to the addresses set forth below; except that, if any person or entity gives written notice of a change of name or address, notices to that person or entity shall thereafter be given as shown in that notice.

TO THE WOONSOCKET BUDGET COMMISSION

Dina Dutremble, Chair
Woonsocket City Hall
169 Main Street
Woonsocket, RI 02895

TO THE HONORABLE LISA BALDELLI-HUNT

Michael Marcello, City Solicitor
Woonsocket City Hall
169 Main Street
Woonsocket, RI 02895

TO THE SCHOOL COMMITTEE

George Lacouture, Chair
Woonsocket School Committee
108 High Street
Woonsocket, RI 02895

TO THE FINANCE DIRECTOR

Brad P. Peryea
55 Chestnut Grove Avenue
Cumberland, RI 02864

11. SEVERABILITY

If any one or more of the provisions contained in the Agreement shall be found to be in conflict with applicable federal, state, or local statute, regulation, or ordinance, then such portion

shall be modified so as to give it the maximum possible effect consistent with law, and if any portion of this Agreement is otherwise declared invalid or unenforceable by a court or administrative tribunal, or other competent jurisdiction, then the validity or enforceability of the remaining portion of this Agreement shall not be affected thereby.

12. GOVERNING LAW

This Agreement shall be governed, interpreted and construed according to the laws of the State of Rhode Island. In addition, any disputes arising under this Agreement shall be resolved within the State of Rhode Island having jurisdiction over the same.

13. HEADINGS

The headings in the Agreement are for convenience of reference only and shall be given no effect in the construction or interpretation of the Agreement.

14. WAIVER

The failure of any Party to insist in one or more instances on strict performance of any of this Agreement's provisions, or to exercise or enforce any right, remedy or obligation under the Agreement, shall not be construed as a waiver or relinquishment of any right, remedy, or obligation, and the right, remedy, or obligation shall continue in full force and effect.

15. ENTIRE AGREEMENT AND MODIFICATION

This Agreement sets forth the entire agreement of the Parties concerning the employment of the Finance Director, and any oral or written statements, representations, agreements, or understandings made or entered into prior to or contemporaneously with the execution of the Agreement are superseded by this Agreement and are hereby rescinded, revoked, and rendered null and void. Only a written instrument duly executed by each Party may modify this Agreement.

EXHIBIT A

<u>TITLE</u>	Executive Director of Finance and Operations
<u>SALARY</u>	Competitive and commensurate with experience – set by School Committee
<u>FUNCTION</u>	The Executive Director of Finance and Operations, working directly under the Superintendent, or his/her designee, shall have the responsibility for administering the business and financial affairs of the school system in such a way as to provide the best educational services with the fiscal resources available.

POSITION SUMMARY:

1. Direct the financial and personnel management systems of the School Department under the direction of the Superintendent of Schools to ensure maximum utilization of human, financial, and material resources.
2. Administer business affairs of the school system.
3. Prepare operating budget draft for submission to the Superintendent.
4. Direct control of budget upon its approval by School Committee, including custody, disbursement, accounting, and auditing of all school funds.
5. Recruit, supervise, and oversee training of clerical staff assigned.
6. Formulate, with Superintendent, policies and procedures governing financial relations.
7. May audit financial status of the School System.
8. Keep financial records, prepare annual financial reports in compliance with RI General Laws.
9. Formulate and administer policies and procedures for development in management of the School System affairs.
10. Develop policies and procedures for procurement of goods and non-personal services for schools.

PERSONAL AND PROFESSIONAL QUALITIES:

1. Must be skilled in the use of computers and a working knowledge of computerized accounting /purchasing systems and electronic spreadsheets (such as Microsoft Office Excel).
2. Strong leadership qualities.
3. Strong communication skills.
4. Ability to relate to colleagues and the general public.
5. A person of professional and personal integrity.

PROFESSIONAL RESPONSIBILITIES:

1. Advise and/or report to the Superintendent and School Committee as appropriate on all matters relating to the business affairs of the School Department.
2. Prepare initial School Department budget and subsequent revisions based upon input from the Superintendent.
3. Monitor expenses and funding sources on a daily basis and prepare financial projections for the Superintendent and the School Committee to assist in the preparation and analysis of the budget.
4. Establish and oversee standard operating procedures and controls for all financial and administrative matters throughout the school district, including cash management and collection functions.
5. Direct the procurement process by coordinating advertising, analyzing quotations, conducting evaluations, and recommending awards as well as negotiating service contracts.
6. Advise on financial implications of all contracts and contract proposals.
7. Responsible for preparing all bid specifications; review same, and award contracts after approval of the School Committee.
8. Reconcile system-wide accounts with Principals, Directors, and others responsible for expenditure control to maintain accuracy and integrity of financial information.
9. Oversee all student activity accounts to ensure revenue collection and expenditure controls are in compliance with acceptable accounting practices.
10. Oversee all activities of financial support staff, including accounts payable, payroll, and employee benefits functions, and grants management.
11. Administer the school district insurance programs
12. Delegate responsibility for accident and injury reporting, submissions to appropriate agencies, and for processing liability claims.
13. Serve as a liaison with insurance carriers and risk management trust representative to maintain on-going communications.

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WOMEN & MINORITIES ARE ENCOURAGED TO APPLY

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14. Develop appropriate methods of monitoring School Department liability to ensure that accidents involving personal injury and/or property loss are reported accurately and in a timely manner.
15. Develop and maintain with current data a system-wide process for inventory control of fixed assets.
16. Participate as required in contract negotiations and grievance resolution.
17. Prepare for Superintendent's approval all State and Federal financial reports to ensure that the School District receives all reimbursable expenses.
18. Provide direction, supervision, and annual written performance evaluations of Administrative Office Staff and provide input to Principals concerning the performance evaluation of clerical staff.
19. Coordinate personnel management system for support staff and recommend training programs to provide the staff development needs of the School Department.
20. Oversee the coordination of Human Resources.
21. Administer the school district lunch program.
22. Account for all food service revenues and expenditures.
23. Approve routine expenditures for goods, services, and salaries.
24. Present information to the public concerning the financial operation of the school district
25. Attend School Committee meetings as required.
26. Perform other tasks and duties as required by the Superintendent.

REQUIRED EDUCATION, KNOWLEDGE, SKILLS, AND ABILITY TO PERFORM ESSENTIAL JOB FUNCTIONS:

1. Certified or certifiable as a School Business Administrator in Rhode Island.
2. Graduate of an accredited college or university with a Bachelor's Degree in Business Administration.
3. Knowledge in the area of Human Resources Management and Organizational Behavior is required.
4. Ability to think conceptually and articulate ideas and recommendations in written communications and reports, and oral presentations to diverse audiences.
5. Demonstrated ability in a leadership role requiring evaluation, supervision, negotiation, and management of human resources and fiscal operations.
6. Any combination of education and/or acquired experiences which meet all stated requirements may be considered as appropriate for the position.
7. Familiarity with Federal and State reporting, data surveys, auditing procedures, and statewide uniform chart of accounts.

TERMS OF EMPLOYMENT:

Hours as assigned by the superintendent. Salary and benefits as determined by the contract.

EVALUATION:

Performance of this job will be evaluated in accordance with the School Committee's policies and procedures. The Business Administrator, in conjunction with the Superintendent, shall develop annual job goals that will become a part of the criteria used to evaluate the Business Administrator.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PERFORMANCE APTITUDES:

1. Requires the ability to calculate, compute, summate, and/or tabulate data and/or information. Includes performing subsequent actions in relation to these computational operations.
2. Requires the ability to provide guidance, assistance, and/or interpretation to others on how to apply procedures and standards to specific situations
3. Requires the ability to utilize a wide variety of reference and descriptive data and information.
4. Requires the ability to perform addition, subtraction, multiplication, and division; ability to calculate decimals and percentages; may require ability to utilize principles of fractions and/or interpret graphs.

5. Requires the ability to apply principles of rational systems. Ability to interpret instructions furnished in written, oral, diagrammatic, or schedule form. Ability to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.
6. Requires the ability to exercise the judgment, decisiveness, and creativity required in situations involving evaluation of information against measurable or verifiable criteria.
7. Requires the ability to perform tasks that require visual perception and good oral communications.

ADA COMPLIANCE:

Physical ability: Tasks involve ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Environmental factors: Tasks are regularly performed without exposure to adverse environmental conditions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A) and is not an exhaustive list of the duties performed for this position. Additional duties may be assigned.

APPLICATION PROCEDURES:

1. Applicants should submit a letter of application, resume, and official transcripts, as well as any data which will supplement that contained in the official application.
2. Following initial screening, those candidates selected will be notified and arrangement made for personal interviews.

Revised: 3/14/12
Finance Sub-Committee

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EXHIBIT B
Benefits Schedule

Health Insurance	The Finance Director shall receive individual or family medical and dental coverage through the Woonsocket Education Department, subject to the terms and conditions applicable to all non-union employees of the School Committee, and in accordance with the non-union benefits schedule to be adopted by the School Committee.
Holidays	The Finance Director shall be entitled to receive the paid holidays on the days designated by the School Committee as legal holidays, as follows: New Year's Day, Martin Luther King, Jr. Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Day before Christmas (if school not in session), and Christmas Day.
Vacation	The Finance Director shall be entitled to receive a total of twenty (20) days of vacation annually (pro-rated based on date of hire), which shall be exclusive of all holidays designated for non-union employees. The timing and scheduling of such vacation is subject to the approval of the Superintendent. The School Committee shall make the entire allocation of vacation time on November 17, 2014, but in the event that the Finance Director does not remain employed for the entirety of the term of this Agreement, the School Committee reserves the right to: (1) collect payment from or set off the payment to him for any vacation days used in excess of number that are the proportionate equivalent of that portion of the year in which he was employed; and/or (2) not make payment to him for any of the annual vacation days that are the proportionate equivalent of that portion of the year in which he was not employed. The implementation of this benefit shall be in accordance with non-union benefits schedule to be adopted by the School Committee.
Sick Leave	The Finance Director shall be afforded fifteen (15) days of paid leave annually, prorated from his date of hire, to use in the event of illness, in accordance with the non-union benefits schedule to be adopted by the School Committee.
Bereavement Leave	The Finance Director shall be provided with bereavement leave in accordance with the non-union benefits schedule to be adopted by the School Committee.
Personal Leave	The Finance Director shall be provided with personal days in accordance with the non-union benefits schedule to be adopted by the School Committee.
Leave of Absence	The Finance Director shall be afforded leave in accordance with the Family and Medical Leave Act, and related state law. The School Committee reserves the right to designate leave taken by the Finance Director as "FMLA qualifying," and shall require the Finance

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Exhibit B to Finance Director Agreement
October 24, 2014

	Director to substitute any holiday or accrued paid leave to which he may be entitled for FMLA leave in accordance with 29 C.F.R. § 825.207.
Life Insurance	The Finance Director shall be provided a group term life insurance policy having a face value of \$25,000, at no cost to the Finance Director.
State and National Organizations	With the approval and recommendation of the Superintendent, the School Committee shall pay on behalf of the Finance Director the annual dues for his membership in state and national professional organizations, including the Rhode Island Association of School Business Officials.
Retirement	The Finance Director shall be enrolled in and entitled to all rights and benefits under the Rhode Island Employees Retirement System, as set forth in chapter 16 of Title 16 of the Rhode Island General Laws.

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