

**LITTLE COMPTON SCHOOL COMMITTEE
LITTLE COMPTON, RHODE ISLAND
AGREEMENT OF EMPLOYMENT**

This Agreement is made by and between the Little Compton School Department ("School Department") and John P. McKinnon of 155 Old Harbor Road, Little Compton, Rhode Island ("Principal").

The School Department hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment as Principal subject to the following terms and conditions:

Section 1. TERMS OF AGREEMENT

The term of this Agreement shall be January 1, 2022 through June 30, 2024, with the first six (6) months as an "Interim Principal".

Section 2. SALARY

The Principal shall be paid an annual salary as follows:

January 1, 2022 –June 30, 2022: \$115,000 prorated for six months
July 1, 2022-June 30, 2023: \$117,300
July 1, 2023-June 30, 2024: \$119,646

Payment shall be made in twenty-six (26) equal installments. All sums required by federal, state, and local laws, and all other sums as the Principal and Superintendent may agree on shall be withheld from the Principal's salary.

In the event this agreement is terminated before the end of its term, the Principal acknowledges that Principal may be required to credit the School Department for paid but unearned salary. In such event, a written accounting shall be provided to Principal and his paychecks shall be appropriately adjusted.

Section 3. PRINCIPAL'S CERTIFICATION

The Principal shall furnish and maintain throughout the term of this Agreement, a valid and appropriate certificate qualifying him to act as a school principal in accordance with the laws, rules, and regulations of the State of Rhode Island.

The Principal swears and affirms that Principal has not had any disciplinary action taken against his professional certificate in any state, that Principal is presently certifiable as an principal in Rhode Island and that Principal has never had any criminal conviction.

Section 4. TIME TO BE WORKED

It is expressly agreed that the duties of this position require the Principal to work two hundred twenty-five (225) days annually (prorated during the first six months) during the term of this Agreement not including School Department paid holidays as designated by the Superintendent.

It is expected that the Principal shall be required to work beyond the normal school day or on weekends or at night-time (e.g. attendance at various municipal and committee meetings, grievances, arbitrations, negotiations and/or school department related activities). The parties specifically acknowledge that given the nature of the Principal's duties and tasks, and the

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managerial role in which the Principal is so employed, that unless otherwise provided herein, there shall be no provision for adjustments, increments or other compensatory time.

Also, the Principal shall attend such administrative meetings, as required by Superintendent. Such meetings may be held after school hours, and the Principal shall not be further compensated therefore.

Section 5. DUTIES AND RESPONSIBILITIES

The Principal agrees to perform the duties presently prescribed for said position in the job description and in accordance with all laws applicable thereto as well as any policies, rules, and regulations of the Little Compton School Committee ("Committee") now and hereafter adopted, and such duties and responsibilities as assigned by his supervisor.

- a. The Principal, under the direction of the Superintendent of Schools, will faithfully and diligently observe, enforce, and implement the rules, policies and regulations adopted by the Committee and/or the Superintendent, from time to time, for the control, government and management of said school system.
- b. The Principal, under the direction of the Superintendent of Schools, will faithfully and diligently perform all the duties and exercise the powers which are set forth and described in the job description (a copy of which is attached hereto and marked "Schedule A").
- c. The Principal will serve under the advice and direction of the Superintendent and will faithfully and diligently perform such other duties as required by the Superintendent. The Principal shall faithfully and diligently exercise any other duties consistent with Little Compton School Committee policy and perform other assignments from time to time, delegated to said Principal by the Superintendent.

Section 6. TERMINATION BY MUTUAL CONSENT

The Superintendent or the Principal may, upon thirty (30) days prior notice and upon mutual consent between both parties, terminate this employment agreement without penalty or prejudice. In this event, the Superintendent shall pay to the Principal all remuneration and benefits accrued but unpaid during the period of employment as of the time of such termination. However, any such benefits or compensation shall be pro-rated based upon the time period worked.

Section 7. CONTRACT TERMINATION

During the term of this Agreement, the Superintendent may act to terminate the Principal for good cause if the Principal violates any of the terms and conditions of this agreement and/or received an evaluation of less than "Effective."

The Principal accepts the provisions of Chapter 12.1 as the exclusive procedure and remedy for any claims against the Superintendent, the School Committee, the School Department, the town of Little Compton or any employee or agents thereof in both their official and individual capacity for any alleged wrongful termination or non-renewal of position.

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This Agreement may be terminated by:

- a. mutual agreement of the parties; **or**
- b. retirement, disability or death of the Principal; **or**
- c. termination by the Superintendent in accordance with the laws of Rhode Island for, but not limited to, professional unfitness and inability to serve as role model as determined by the Superintendent; **or**
- d. failure to meet the expectations and/or standards of performance as set by the Superintendent and/or School Committee; **or**
- e. unsatisfactory evaluation; **or**
- f. annulment, suspension, lapse or revocation of certification; **or**
- g. in accordance with the provisions of this Agreement; **or**
- h. criminal convictions regarding the treatment of a child or crime of moral turpitude or any other misdemeanor or other felony; **or**
- i. lapse of certification; **or**
- j. any other lawful reason.

The Principal may also be subject to suspension and/or dismissal by the Superintendent for cause, including but in no way limited to actions or inactions such as incompetence, assault, cruelty, insubordination, neglect of duty, incapacity, conduct unbecoming a Principal (scandal, arrest, etc.) or failure, in whole or in part, to observe, perform and comply with the provisions of this 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 applicable state regulations and rulings.

Section 8. EVALUATION

Each year, the Principal shall receive from the Superintendent, or her designee, the Evaluation instrument by which he will be evaluated. On or before June 10th of each year the Principal shall receive a written copy of his evaluation which shall contain a provision allowing for a written comment by the Principal. Furthermore, a conference shall be held with the Principal to discuss the substance of the evaluation within ten (10) days of the evaluation.

Section 9. PROFESSIONAL DEVELOPMENT, MEETINGS AND CONFERENCES

The Principal shall be reimbursed for out of pocket expenses incurred during the performance of his professional duties, including meetings, conferences, professional dues, subscriptions and/or tuition costs. However, such costs and expenses must be preapproved in writing by the Superintendent and subject to budget considerations.

Section 10. INABILITY

Should the Principal, in the sole opinion of the Superintendent, be unable to perform by reason of absence or other event and said inability exists for a continuous period, if such inability is, in the sole opinion of the Superintendent, permanent, irreparable or of such nature as to make performance impossible, the Superintendent may, terminate this agreement, whereupon the respective duties, rights and obligations shall terminate. The Principal acknowledges that

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he/she is critical to the operation of the school system and as such cannot claim accommodations offered non-critical employees.

Section 11. INDEMNIFICATION

The Superintendent agrees that it will indemnify the Principal in accordance with Rhode Island Gen Laws § 9-1-31. In the event of any claim against the Principal in his individual capacity arising out of employment, the Superintendent will pay the Principal's reasonable expenses, provided that the Principal's conduct meets the standard set forth in R.I. Gen. Laws § 9-1-31.

Section 12. AMENDMENTS

This Agreement shall be modified or amended only by mutual agreement of the Principal and the Superintendent, in writing, executed in the same manner as this Agreement.

Section 13. SAVINGS CLAUSE

If any portion of this Agreement shall be found to be in conflict with any applicable state or federal statute, rule or regulation, then such portion shall be considered to contain such statute or regulation in lieu of such invalid portion, and if any portion of this Agreement is otherwise declared invalid, or unenforceable by a court or administrative tribunal of competent jurisdiction, then in both instances, such findings or declaration shall not affect the validity or enforceability of the remaining portions of this Agreement.

Section 14. ENTIRE AGREEMENT

This Agreement signed by the parties embodies the entire agreement between the Superintendent and the Principal, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This Agreement may not be changed except by a writing signed by the party against whom enforcement thereof is sought. A waiver by either party or a breach of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

Section 15. INVALIDITY

If any portion of this Agreement is found to be invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

Section 16. MEDICAL EXAMINATION

The Principal agrees to a comprehensive medical examination (on an out-patient basis) at reasonable intervals if requested by the Superintendent. The Superintendent agrees to pay the cost of said examination. The physician's report shall be filed with the Superintendent. By signing this agreement, the Principal consents to the delivery of the medical report to the Superintendent and the completion of such paperwork as may be necessary to effect the above.

Section 17. FRINGE BENEFITS

The Principal will be provided with fifteen (15) days of sick leave each year, cumulative up to one hundred eighty (180) days.

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The Principal will be afforded all fringe benefits, compensable and non-compensable absences and leaves of absence provided in the attached Schedule B.

There shall be no buyback of sick days upon severance of employment for any reason. All unused sick days existing at the end of the term of this agreement shall be lost without further compensation of any type.

Any and all fringe benefits provided by this agreement shall accrue on a monthly basis although the Superintendent, in her discretion, may grant use of such benefits before they accrue. In the event this agreement is terminated before the end of its term, the Principal acknowledges that Principal may be required to credit the School Department with used, but unaccrued benefits.

Section 18. SIGNATURES

SUPERINTENDENT OF SCHOOLS


Laurie Dias-Mitchell, Ed.D.

Date: 12/12/21

Witness: Pellya

PRINCIPAL



John P. McKinnon

Date: 12/12/21

Witness: Pellya

TOWN OF LITTLE COMPTON



Job Description Form

Department/Office:	Little Compton School Department
Job Title:	Elementary/Middle School Principal
Reports to (Title):	Superintendent of Schools; performance evaluated by the Superintendent

Type of position:	Hours <u>40</u> / week
<input checked="" type="checkbox"/> Full-time	<input checked="" type="checkbox"/> Salaried
<input type="checkbox"/> Part-time	<input type="checkbox"/> Hourly
<input type="checkbox"/> Contractor	

GENERAL DESCRIPTION

RESPONSIBILITIES:

Instructional Leadership

1. Maintains and improves existing high levels of academic achievement.
2. Works effectively with other administrators and supervisors to ensure quality instruction.
3. Guides an instructional program that addresses the needs of all learners.
4. Monitors the quality of instruction through supervision, which focuses on teaching, and the performance of a diverse student population.
5. Stays current about sound educational practices and insures that the school takes advantage of new programs to improve educational practices; promotes the integration of technology into school programs.
6. Attends Team and SIT meetings.
7. Oversees state-mandated testing program; recommends program changes, if necessary.
8. Assists in the development, revision, and evaluation of the curriculum.
9. Implements and supervises the school's special education programs, including Section 504 Plans, in conjunction with the Director of Special Education.
10. Is responsible for pre-referral RTI activities and IEP evaluations for students with special needs as outlined in state and federal regulations, develops cost effective programs for students with special needs; provides leadership in creating and maintaining an inclusive school environment.
11. Assumes responsibility for aligning curriculum to the Common Core, Grade Level Expectations, National and State standards.
12. Establishes a program for ongoing evaluation of instruction and curriculum assessment.
13. Oversees the professional development plan and program.
14. Implements the Rhode Island Teacher Evaluation System.

Student Leadership

1. Establishes and maintains a climate of respect, and encourages a positive student attitude toward the school's educational program and physical plant.
2. Fosters the development of student self-discipline so that respect is exercised, morale is high, and discipline is enhanced.
3. Encourages student participation in academic and extra-curricular programs.
4. Mediates, when appropriate, student-staff-parent conflicts.
5. Monitors the extra-curricular programs of the school; demonstrates interest and personal involvement in student activities and works closely with student organizations and officers.
6. Responsible for the supervision of playground activities, loading and unloading of school buses, lunch periods and all other programs that impact on the students' welfare.
7. Fosters an environment that is conducive to the development of positive racial, ethnic, and individual identity, and is respectful of individual differences.

Staff Leadership

1. Periodically reviews the organization of the school and recommends changes to improve the school's efficiency and productivity.
2. Responsible, consistent with district personnel policies and subject to the approval of the Superintendent, for hiring, assigning, and retaining all teachers, instructional or administrative aides, and other personnel assigned to the school.
3. Serves as evaluator of teachers and other staff consistent with contract procedures & RI Dept. of Education.
4. Encourages and supports the professional development of all teacher and support staff.
5. Supervises support staff assigned to the building.
6. Recommends removal of support staff whose work is unsatisfactory, according to established procedure.
7. Handles complaints, questions, and problems concerned with personnel relationships, working conditions, and routine matters, prior to Superintendent involvement.
8. Orients newly assigned staff members and assists in their development as appropriate.
9. Assures that administrative commitments, as outlined in contracts and School Committee policies, are fulfilled.

Community Leadership

1. Develops programs to inform the community about the school (i.e. Parent-Teacher Organization meetings, special school events, and the local press).
2. Encourages group and individual conferences between parents and/or students and teachers, and works with parents as partners in the education of their children.
3. Effectively articulates the purposes and outcomes of school programs.
4. Job Description - ELEMENTARY SCHOOL PRINCIPAL Page 2 of 3
5. Acts as a liaison between the school and the community, interpreting activities and policies of the school and encouraging community participation in school life.

School Leadership

1. Serves as the educational administrator of the school.
2. Supervises the operation and management of the school and school facilities, including scheduling.
3. Prepares and submits the school's budgetary requests; supervises the process for ordering supplies and equipment; monitors the expenditures of funds; oversees the budget.
4. Oversees and makes recommendations regarding the maintenance and improvement of the building, grounds, and equipment, transportation and food service programs.
5. Supervises the keeping of enrollment, attendance and other student records; causes the proper officials to investigate cases of truancy.
6. Implements the safety procedures described in the Crisis Management Plan and complies with local and state Police and Fire Department regulations.
7. Plans and supervises fire drills in accordance to state and local mandates.
8. Prepares or supervises the preparation of reports, records, lists, and other paperwork required or appropriate to the school's administration.
9. Communicates with the Superintendent about system-wide assessments of programs and personnel matters.
10. Participates in administrator meetings, and other like meetings as are required and/or appropriate.
11. Performs other duties as requested by the Superintendent.

OTHER RESPONSIBILITIES**POSITION QUALIFICATIONS (WORK EXPERIENCE AND/OR EDUCATION)**

1. A valid certificate from the Rhode Island Department of Education to serve as an elementary/middle school certified principal.
2. Director of Curriculum Certification, desired.
3. Master's Degree, at minimum, from an accredited institution with a major in educational administration and supervision and/or curriculum.
4. Successful experience as an elementary or middle school principal, required; Minimum experience seven (7) years.
5. Demonstrates effective communication skills.
6. Effective interpersonal and leadership skills; experience facilitating communication between diverse groups and in-group decision-making processes.
7. Conversant with administrative and instructional applications of technology.
8. Ability to create and implement schedules with demonstrated experience.
9. Such alternatives to the above qualifications as the Superintendent may find appropriate and acceptable.
10. Citizenship, residency, or work VISA in the United States required.

SPECIAL REQUIREMENTS

SCHEDULE B

ADMINISTRATOR'S BENEFITS

HEALTHCARE¹	The Administrator shall contribute a 20% cost share of the premium of healthcare benefits. In the event the District becomes self-insured, the 20% cost share shall be applied to the working rate. In no event shall the Administrator be entitled to receive insurance coverage from a specific insurance provider or to a specific plan design. The District reserves the right to change insurance providers and plan design at any time. However, the plan designs offered the Administrator shall be the same as the designs offered to the certified teachers under the above mentioned collective bargaining agreement as amended from time to time.
DENTAL²	The Administrator shall contribute a 20% cost share of the premium of dental benefits. In the event the District becomes self-insured, the 20% cost share shall be applied to the working rate. In no event shall the Administrator be entitled to receive insurance coverage from a specific insurance provider or to a specific plan design. The District reserves the right to change insurance providers and plan design at any time. However, the plan designs offered the Administrator shall be the same as the designs offered to the certified teachers under the above mentioned collective bargaining agreement as amended from time to time.
BEREAVEMENT	Five (5) days of leave during each school year of this/her contract in the event of the death of any member of the Administrator's immediate family. One (1) day of funeral leave for all other family members of the Administrator. Bereavement leave is not cumulative from year to year.
PERSONAL DAYS	Two (2) days per school year to attend to business of a personal or emergency nature provided that the School Department Leave of Absence Form is submitted to the Superintendent one (1) week in advance or, in the case of an emergency, as soon as possible, and that said form specifies the reason the requested leave. Personal days do not accumulate from year to year and if not used by the end of the contract year, they are lost and not otherwise compensable.
VACATION DAYS	The Administrator shall be entitled to four weeks (20 work days) of vacation annually which shall not be cumulative year to year and if not utilized in the year earned it shall be wholly lost and not compensable. The Administrator shall obtain advance permission to discharge vacation time. Such permission shall be granted at the reasonable discretion of the Superintendent. Vacation time shall accrue on a monthly basis.
LIFE INSURANCE	The Committee shall provide and assume all premium expenses for a group term life insurance policy for the Administrator in the amount of \$50,000.00.
JURY DUTY	The Administrator shall be provided the difference between his/her daily rate of pay and the amount received for jury service in the event the Administrator is required to serve jury duty.

¹ Cost-Shares and internal co-pays in health insurance shall automatically increase to the amount paid by certified teachers as stated in the teachers' collective bargaining agreement, but, in no event diminished.

² Same as footnote above for dental insurance.