

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

This Agreement is made by and between the School Committee of the Town of Little Compton, Rhode Island (hereinafter referred to as the "Committee" and Carolyn Sedgwick of 22 Pachet Brook Rd., Rhode Island (hereinafter referred to as the "HR Director/Administrative Assistant to the Superintendent.")

In accordance with the action taken by the Committee, the Committee hereby agrees to employ the Administrator, and the Administrator hereby agrees to accept such employment as HR Director/Administrative Assistant to the Superintendent subject to the following terms and conditions:

**Section 1. TERMS OF AGREEMENT**

The term of this contract shall be July 1, 2021 through June 30, 2024. In the event the Committee fails to give notice on or before December 31 of the last year of his Agreement, the Agreement shall automatically be renewed for one year beginning on July 1 of the following year.

**Section 2. SALARY**

The Administrator shall be paid an annual salary as follows:

July 1, 2021 – June 30, 2022: \$63,672.48  
July 1, 2022 – June 30, 2023: \$64,945.93  
July 1, 2023 – June 30, 2024: \$66,244.85

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 HR Director/Administrative Assistant to the Superintendent and Superintendent may agree on shall be withheld from the HR Director/Administrative Assistant to the Superintendent's salary.

**Section 3. TIME TO BE WORKED**

It is expressly agreed that the duties of this position require the Administrator to work twelve months per year not including District paid holidays as designated by the Superintendent.

It is expected that the Administrator 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 Administrator's duties and tasks, and the managerial role in which the Administrator is so employed, that unless otherwise provided herein, there shall be no provision for adjustments, increments or other compensatory time.

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

**Section 4. DUTIES AND RESPONSIBILITIES**

The HR Director/Administrative Assistant to the Superintendent agrees to perform the duties presently prescribed for said position in the job description and in accordance with all laws

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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/her supervisors.

- a. The HR Director/Administrative Assistant to the Superintendent, 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 HR Director/Administrative Assistant to the Superintendent, 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 HR Director/Administrative Assistant to the Superintendent 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 HR Director/Administrative Assistant to the Superintendent 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 HR Director/Administrative Assistant to the Superintendent by the Superintendent.

**Section 5. TERMINATION BY MUTUAL CONSENT**

The Superintendent or the HR Director/Administrative Assistant to the Superintendent 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 HR Director/Administrative Assistant to the Superintendent 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 6. CONTRACT TERMINATION**

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

The HR Director/Administrative Assistant to the Superintendent accepts the provisions of Chapter 12.1 as the exclusive procedure and remedy for any claims against the Superintendent, the School Committee, the District, 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.

This employment contract may be terminated by:

- a. mutual agreement of the parties; **or**
- b. retirement, disability or death of the Administrator; **or**

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- 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 HR Director/Administrative Assistant to the Superintendent 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 HR Director/Administrative Assistant to the Superintendent (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 7. EVALUATION**

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

**Section 8. PROFESSIONAL DEVELOPMENT, MEETINGS AND CONFERENCES**

The HR Director/Administrative Assistant to the Superintendent shall be reimbursed for out of pocket expenses incurred during the performance of his/her 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 9. INABILITY**

Should the HR Director/Administrative Assistant to the Superintendent, 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 HR Director/Administrative Assistant to the Superintendent acknowledges that he/she is critical to the operation of the school system and as such cannot claim accommodations offered non-critical employees.

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**Section 10. INDEMNIFICATION**

The Superintendent agrees that it will indemnify the Administrator in accordance with Rhode Island Gen Laws 9-1-31. In the event of any claim against the HR Director/Administrative Assistant to the Superintendent in his/her/their individual capacity arising out of employment, the Superintendent will pay the HR Director/Administrative Assistant to the Superintendent's reasonable expenses arising from his/her/their retaining counsel of his/her/their choice, provided that the HR Director/Administrative Assistant to the Superintendent's conduct meets the standard set forth in R.I. Gen. Laws Section 9-1-31.

**Section 11. AMENDMENTS**

This Agreement shall be modified or amended only by mutual agreement of the HR Director/Administrative Assistant to the Superintendent and the Superintendent, in writing, executed in the same manner as this Agreement.

**Section 12. 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 13. ENTIRE AGREEMENT**

This contract and the attached Contract Addendum signed by the parties embodies the entire agreement between the Superintendent and the HR Director/Administrative Assistant to the Superintendent, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract 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 14. 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 15. MEDICAL EXAMINATION**

The HR Director/Administrative Assistant to the Superintendent 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 HR Director/Administrative Assistant to the Superintendent 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 16. FRINGE BENEFITS**

a. The HR Director/Administrative Assistant to the Superintendent will be provided with fifteen

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(15) days of sick leave each year, cumulative up to two hundred (200) days. 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.

- b. The HR Director/Administrative Assistant to the Superintendent will be provided with two (2) personal days each year. Such days shall not accrue year to year.
- c. The HR Director/Administrative Assistant to the Superintendent will be provided with twenty (20) vacation days each year.
- d. Funeral leave will be available to the HR Director/Administrative Assistant to the Superintendent up to five (5) days of leave during each year of this contract in the event of the death of any member of the immediate family. One day funeral leave shall be available for all other family members of the HR Director/Administrative Assistant to the Superintendent. Such days shall not accumulate from year to year.
- e. The Committee agrees to provide to the HR Director/Administrative Assistant to the Superintendent the difference between the daily rate of pay and the amount received for jury service in the event the HR Director/Administrative Assistant to the Superintendent is required to serve jury duty.
- f. The Committee will provide to the HR Director/Administrative Assistant to the Superintendent a term life insurance policy for the term of employment in the amount of fifty thousand dollars (\$50,000).
- g. The Committee agrees to match any contribution made by the HR Director/Administrative Assistant to the Superintendent to the 403b plan administered on behalf of the Committee in an amount not to exceed five thousand dollars (\$5,000).
- h. The Committee agrees to reimburse the HR Director/Administrative Assistant to the Superintendent for the cost of any course work successfully completed.
- i. Except as otherwise provided herein, the HR Director/Administrative Assistant to the Superintendent shall be offered substantially the same benefits as are afforded members of the support staff.
- j. The Committee agrees to pay the HR Director/Administrative Assistant to the Superintendent four hundred twenty five dollars (\$425) for each month that the HR Director/Administrative Assistant to the Superintendent acts as the Payroll Coordinator for the district.

**Section 17. SIGNATURES**

SUPERINTENDENT OF SCHOOLS



Laurie Dias-Mitchell, Ed.D.

Date: 7/1/2021

Witness:



HR DIRECTOR/ADMINISTRATIVE ASSISTANT  
TO THE SUPERINTENDENT



Carolyn Sedgwick

Date: ~~6/30/2021~~ 7-1-2021

Witness:

