

**LITTLE COMPTON SCHOOL COMMITTEE
LITTLE COMPTON, RHODE ISLAND
CERTIFIED ADMINISTRATOR 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 Sonya Whipp of 5 Church Cove Road, Bristol, Rhode Island (hereinafter referred to as the "Administrator").

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 Principal subject to the following terms and conditions:

Section 1. TERMS OF AGREEMENT

The Administrator shall be employed for an initial period commencing on July 1, 2018 and ending on June 30 2021.

Section 2. SALARY

For the period of **December 5, 2016** through **June 30, 2018** the Administrator shall be paid an annual salary in the amount of one hundred fifteen thousand dollars (\$115,000.00) payable in twenty-six (26) equal installments per year. Beginning 1 July 2019, the Administrator will receive an annual salary increase of 2% as follows:

1 July 2018 – 30 June 2019: \$117,300 (retro to December 5, 2017)

1 July 2019 – 30 June 2020: \$119,646

1 July 2020 – 30 June 2021: \$122,039

Section 3. PRINCIPAL'S CERTIFICATION

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

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

Section 4. RESPONSIBILITIES

The Administrator 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 Committee now and hereafter adopted, and the such duties and responsibilities as assigned by his/her supervisors.

- a. The Administrator, 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.

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- b. The Administrator, 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"), School Committee and Superintendent regulations, and policy and instruction (as same may be made or amended from time to time).
- c. The Administrator will serve under the advice and direction of the Superintendent will faithfully and diligently perform such other duties as required by the Superintendent. Administrator 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 Administrator by the Superintendent.
- d. The Superintendent may, in his/her discretion, reassign the Administrator to another school or administrative position for the benefit and welfare of the District.

Section 5. 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 6. TERMINATION BY MUTUAL CONSENT

The Committee or the Administrator may, upon thirty (30) days prior notice and upon mutual consent between both parties, terminate the employment of the Administrator without penalty or prejudice against either the Committee or the Administrator. In this event, the Committee shall pay to the Administrator all remuneration and benefits accrued but unpaid during the period of employment as of the time of such termination.

Section 7. CONTRACT TERMINATION

The Committee may, at any time, terminate the Administrator if the Administrator violates any of the terms and conditions hereof, specifically including, without limitation, the responsibilities as described in Section 3 as well as the Administrator's Evaluation Instrument referenced in

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Section 6. In the event of such termination, the Committee and the Administrator shall abide by the procedures of Chapter 12.1 of Title 16 of the General Laws of Rhode Island. The Administrator accepts the provisions of Chapter 12.1 as the exclusive procedure for any claims against the Committee 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**
- c. termination by the Committee 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 Committee; **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 Administrator may also be subject to suspension and/or dismissal by the Committee for cause, including but in no way limited to actions or inactions such as incompetence, assault, cruelty, insubordination, neglect of duty, incapacity, conduct unbecoming an Administrator (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.

The Administrator may also be non-renewed on the recommendation of the Superintendent and with the approval of the School Committee as of the end of the term of this contract. Said non-renewal shall be in accordance with the applicable Rhode Island statutes, rules and regulations (as amended from time to time) and case law.

Before any dismissal or non-renewal, the Administrator shall be given a written statement of the reason for such dismissal or non-renewal and shall be entitled to a hearing thereon to the extent provided by the applicable Rhode Island Law. That hearing (except for deliberations) may be open or closed at the Administrator's option. Upon such dismissal or non-renewal, this agreement shall forthwith terminate.

At the end of this contract, the parties hereto may, by mutual agreement, enter into a contract not to exceed three (3) years.

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The Administrator shall not have a right to participate in any Committee deliberations regarding discipline, suspension or non renewal.

Section 8. ADMINISTRATIVE EVALUATION

Each year, the Administrator shall receive from the Superintendent, or his/her designee, the Evaluation instrument by which he/she will be evaluated, along with the schedule for the evaluation process. It is agreed and understood that on or before June 10th of each year the Administrator shall receive a written copy of his/her evaluation which shall contain a provision allowing for a written comment by the Administrator. Furthermore, a conference shall be held with the Administrator to discuss the substance of the evaluation within ten (10) days of the evaluation.

Prior to May 31st each year, the parties shall establish goals and objectives for the ensuing school year. These goals and objectives shall be reduced to writing, shall be attached to this contract, and shall comprise the primary part of the evaluation criteria.

The RIDE so called "Rhode Island Model" evaluation process and instrument will also be used. If said evaluation results in an unsatisfactory rating (below minimum expectations rating) in two or more appraisal factors as listed, then the Administrator will be given, in writing, suggestions for improving his/her performance. The Administrator shall be given a probationary period of six (6) months from the date of the evaluation or the duration of the contract, whichever is shorter, during which time he/she shall be given opportunity to correct and improve on the designated deficiencies. Should the Administrator receive a second consecutive unsatisfactory rating (below minimum expectation rating) regarding any of the appraisal factors, it shall be considered as good and sufficient cause for termination pursuant to the terms and conditions of this Agreement.

Section 9. PROFESSIONAL DEVELOPMENT, MEETINGS AND CONFERENCES

The Administrator 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 10. FRINGE BENEFITS

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

The Administrator 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.

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Section 11. MEDICAL EXAMINATION

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

Section 12. INABILITY

Should the Administrator, in the exclusive opinion of the Committee, 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 opinion of the Committee, permanent, irreparable or of such nature as to make performance impossible, the Committee may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations shall terminate. The Administrator acknowledges that he/she is critical to the operation of the school system and as such cannot claim the accommodations offered non-critical employees.

Section 13. INDEMNIFICATION

The Committee agrees that it will indemnify the Administrator in accordance with Rhode Island Gen Laws 9-1-31.

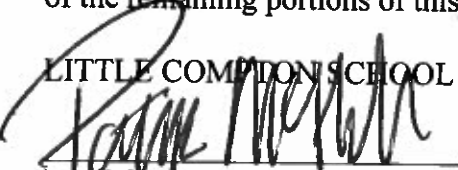
Section 14. AMENDMENTS

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

Section 15. 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.

LITTLE COMPTON SCHOOL COMMITTEE


Patrick McHugh; Chairperson

Date: 3-7-18

Witness: P. DeLuca

ADMINISTRATOR


Sonya P. Whipp

Date: 3-7-2018

Witness: P. DeLuca

SCHEDULE A – JOB DESCRIPTION

Job Title: Elementary/Middle School Principal

Reports to (Title): Superintendent of Schools; performance evaluated by the Superintendent

Full-time Position; Year-round

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. Acts as a liaison between the school and the community, interpreting activities and policies of the school and encouraging community participation in school life.

SCHEDULE A – JOB DESCRIPTION

Job Title: Elementary/Middle School Principal

Reports to (Title): Superintendent of Schools; performance evaluated by the Superintendent

Full-time Position; Year-round

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.

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.

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. 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. If the Administrator leaves the position at any time during the school year, vacation time shall be compensated on a monthly accrual basis and not earned for remaining years of the contract.
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.

Per the Agreement between the Little Compton School Committee and Sonya Whipp, dated March 5, 2018, goals and objectives shall be established for the ensuing school year, shall be reduced to writing, shall be attached to the contract, and comprise the primary part of the evaluation criteria. (Section 8, Administrative Evaluation) For school year 2018-2019, the parties have established the following goals and objectives:

GOAL/OBJECTIVE	ACTION STEPS	EVIDENCE OF ACHIEVEMENT
<p>1. COMMUNICATION</p> <p>1.1. Provide timely response to emails.</p> <p>1.2. Ensure regular, active communication from all teachers to the parents/guardians of their students.</p> <p>1.3. Ensure that teachers reply to parent inquiries in a timely manner.</p>	<p>1. COMMUNICATION</p> <p>1.1. Create and implement mechanism for tracking emails.</p> <p>1.2. Develop and institute an active communication method all teachers are expected to use. Communicate the method and provide training as needed. Follow-up routinely to ensure all are participating.</p> <p>1.3. Set the expectation and provide constant reminders to check and reply to email/phone message.</p>	<p>1. COMMUNICATION</p> <p>1.1. Maintain a log.</p> <p>1.2. Share selected communications with Superintendent on a routine basis.</p> <p>1.3. Place reminder of expectation to reply to all emails/phone calls in weekly memo to staff that Superintendent also receives.</p>
<p>2. ENRICHMENT</p> <p>2.1. Engage teachers in providing students with enrichment opportunities beyond classroom curriculum.</p> <p>2.2. Engage staff and community in providing students with after school activities.</p>	<p>2. ENRICHMENT</p> <p>2.1. Set the expectation with teachers that additional enrichment be investigated and brought to Principal's attention periodically (for example, once a month) for consideration and implementation.</p> <p>2.2. Reach out to community organizations and adults in the school and town to create robust after school programming.</p>	<p>2. ENRICHMENT</p> <p>2.1. Maintain listing of ideas and opportunities shared by staff and timeline for implementation.</p> <p>2.2. Creation and institution of after school programming, including monitoring of attendance and satisfaction surveys. .</p>
<p>3. FRONT OFFICE MANAGEMENT</p> <p>3.1. Define roles of two office staff members.</p> <p>3.2. Ensure that office staff members are trained to implement policies related to school safety.</p>	<p>3. FRONT OFFICE MANAGEMENT</p> <p>3.1. Schedule and position front office staff to maximize their ability to carry out functions.</p> <p>3.2. Provide safety and other training to ensure policies are followed.</p>	<p>3. FRONT OFFICE MANAGEMENT</p> <p>3.1. Efficiency and adequacy of job performance by front office staff shall be reported in writing to Superintendent on a quarterly basis.</p> <p>3.2. Trainings records will be maintained in employee files.</p>