

CONTRACT FOR EMPLOYMENT

Wilbur & McMahon Principal

This contract is made this 3rd day of October, 2008 between the Little Compton School Committee, hereinafter referred to as the "Committee", and James M. Gibney hereinafter referred to as the "Principal".

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

EMPLOYMENT: The Committee hereby agrees to employ James M. Gibney as Principal of Little Compton Schools and the Principal hereby agrees to accept employment on the following terms and conditions.

1. **COMPENSATION:** In consideration of the duties to be performed by the Principal pursuant to this Agreement, and in addition to further monetary or other benefits referred to in this Agreement, the Committee shall pay to or on behalf of the Principal an annual salary as follows:

October , 2008	\$90,000 - pro-rated on a full year
July 1, 2009	\$92,500
July 1, 2010	\$95,000

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

2. **TERM OF AGREEMENT:** The term of this contract shall commence on October 27, 2008 and continue through June 30, 2011. During this contract period, the Principal is responsible for the management needs of the school whenever such needs may arise.
3. **WORK YEAR:** The work year shall be twelve (12) months with four (4) weeks of annual vacation and all holidays presently observed by full year personnel. The Principal will attend such meetings required by the Committee, including meetings of Town Boards and Committees as needed.
4. **DUTIES:** The Principal will faithfully and diligently observe, enforce and implement the rules, policies and regulations adopted by the Committee and amended from time to time. The Principal will faithfully and diligently perform all the duties and exercise the powers which are set forth and described in the position job description, School Committee regulations and policy. The Principal shall, under the direction of the Superintendent, make recommendations with respect to and undertake such remedial action as may be reasonably required in connection with any and all criticisms, complaints, evaluations and suggestions which the Superintendent refers to said Principal

. It is expressly agreed that the duties of this position require the Principal to work during times beyond normal business hours. The Principal will devote the time and attention to the duties of Principal as set forth in this Agreement and will faithfully and diligently perform the same and exercise the powers delegated and assigned in accordance with this Agreement to the full extent of his skill, ability and knowledge, it being understood, however, that with the approval of the Committee, in writing, said Principal may undertake outside work consulting, speaking, writing or lecturing, provided the same do not interfere with the full performance of his duties as Principal hereunder. He attends all meetings of the School Committee and participates in School Committee deliberations as appropriate

AFFIDAVIT & EXTENSION

The Administrator swears and affirms that he has not had any disciplinary action taken against his professional certificate in any state, that he is presently certifiable as an administrator without delay in Rhode Island and that he has never had criminal convictions regarding the treatment of a child or crime of moral turpitude or a felony.

Either party hereto may, by negative notice prior to March 1st of the then last year of this Agreement elect not to automatically extend or renew this Agreement for an additional one-year period. Any multi-year extension or renewal requires an affirmative action by the Committee.

5. **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 school Principal for the Town of Little Compton in the State of Rhode Island pursuant to the Rhode Island General Laws.
6. **FRINGE BENEFITS:** The Committee agrees to pay medical and dental insurance to the Principal of the same type offered to the teaching staff. The Principal shall be offered a buy-back in lieu of health care coverage at the rate of \$2,000 for each year of this agreement payable on or about the last payroll each June.
 - a. **SICK LEAVE:** Fifteen (15) days, or equivalent, days of sick leave per year will be granted to the Principal at the beginning of each fiscal year with a maximum accumulation of one hundred and eighty (180) days.
 - b. **PERSONAL LEAVE:** The Principal shall be granted annually two (2) days of personal leave. Such days shall not accrue from year to year.

- c. **FUNERAL LEAVE:** Funeral leave shall be available to the Principal of up to five (5) days of leave during each year of this contract in the event of the death of any member of his immediate family. One day of funeral leave shall be available for all other family members of the Principal. Bereavement days shall not accumulate from year to year.
 - d. **JURY DUTY:** The Committee agrees to provide to the Principal the difference between his daily rate of pay and the amount received for jury service in the event the Principal is required to serve jury duty.
 - e. **LIFE INSURANCE:** The Committee will provide to the Principal a term life insurance policy in the amount of fifty thousand dollars (\$50,000).
7. **PROFESSIONAL DEVELOPMENT, MEETINGS & CONFERENCES:** The Principal shall be reimbursed for out-of-pocket expenses incurred during the performance of his professional duties, to include meetings, conferences, professional dues, subscriptions and/or tuition costs, as directed or agreed to by the Committee and subject to budget considerations.
8. **GOALS AND OBJECTIVES:** 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 and shall comprise part of the criteria by which the Principal is evaluated.
9. **TERMINATION:**
- a. Prior to the expiration of this contract, the Committee may terminate this contract for just cause, provided that such cause is expressed in writing to the Principal and provided that the has been given an opportunity to meet with the Committee and to rebut such cause.
 - b. During this Agreement's term, the Principal may voluntarily leave the employment of the Committee, provided that the Principal serves the Committee with written notice at least one (1) month in advance. Said written notice shall be sent to the Superintendent of Schools by certified mail, return receipt requested. The Committee is under no obligation to provide severance pay or to continue any other payments under this Agreement beyond the date of the Principal's departure.

This employment contract may be terminated by:

- a. mutual agreement of the parties;
- b. retirement, inability or death of the Principal;
- c. termination by the Committee in accordance with the laws of Rhode Island for but not limited to professional unfitness or inability to serve as role model:

- d. annulment, suspension, lapse or revocation of certification;
- e. in accordance with the provisions of this Agreement; or
- f. non renewal by the Committee.

It is understood and agreed that the Principal shall be subject to suspension and/or dismissal by the Committee for cause, 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 Superintendent or the policies of the Committee, the laws of the State of Rhode Island or the applicable state regulations and rulings. Before any dismissal, the Principal shall be given a written statement of the cause of such dismissal and shall be entitled to a hearing thereon. Upon such dismissal, this agreement shall forthwith terminate.

10. **INABILITY:** Should the Principal, 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 or if said 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 hereof shall terminate. Upon the request of the committee, the Principal hereby agrees to submit to a comprehensive medical examination by a physician chosen by the Committee. The Physician's report shall be filed with the Committee. The cost of said medical examination shall be borne by the Committee. By signing this agreement, the Principal consents to the delivery of the medical report to the Committee and completion of such paperwork as may be necessary to effect the above. The Principal acknowledges that he is critical to the operation of the school system and as such cannot claim the accommodations offered non-critical employees.
11. **INDEMNIFICATION:** The Committee agrees that it will indemnify the Principal in accordance with 9-1-31 of the General Laws of Rhode Island.
12. **ENTIRE AGREEMENT:** This contract signed by the parties embodies the entire agreement between the Committee 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. 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.

13. **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.

PRINCIPAL *[Signature]*

For the *[Signature]*, Chairman
LITTLE COMPTON SCHOOL COMMITTEE

Date 10/3/08

PERFORMANCE RESPONSIBILITIES:

A. ADMINISTRATIVE LEADERSHIP:

1. Support and implement the Strategic Plan and School Committee/ Superintendent's objectives.
2. Assume the responsibility for the implementation and observation of all School Committee policies and regulations by the school's staff and students.
3. Assist in leading the staff with educational reform and its impact on programs.
4. Support current collaborative efforts.
5. Meet with appropriate staff to promote interdisciplinary programs.
6. Coordinate the efforts and needs of the Special Education staff of the building.
7. Oversee the orientation and supervision of new teachers.
8. Attend and participate in all SPED team meetings
9. Respond to written and oral requests for information.
10. Participate in School Committee Meetings, Facilities Committee meetings, Budget Committee and such other meetings as are required or appropriate.
11. Keep the Superintendent informed of the school's activities and issues.
12. Perform such other tasks and assume such other responsibilities as may from time to time be assigned by the Superintendent.

B. CURRICULUM IMPROVEMENT PROCESS:

1. Support the curriculum improvement process reflecting high standards and performance assessment.
2. Incorporate the use of technologies into both student learning, teacher research and administrative tasks.
3. Review student achievement data in the instructional areas and recommend changes and adjustments in programs as appropriate.
4. Collaborate with appropriate staff in developing plans that will increase student achievement.
5. Use data to support school improvement decisions.
6. Prepare and present one aspect of the total school program during the "*Spotlight on Excellence*" portion of each school committee meeting.

C. SUPERVISORY LEADERSHIP:

1. Encourage the use of current classroom materials
2. Be responsible for recommending a budget, as part of the school department overall budget.
3. Assist teachers in implementing the curriculum.
4. Provide assistance to teachers in overcoming instructional difficulties.
5. Assist teachers in organizing instruction to meet student's needs and learning styles.
6. Promote active learning strategies in the classroom, e.g., cooperative learning, ad-hoc groupings, differential teaching, problem solving, decision-making, and higher order critical thinking skills.
7. Assist in determining personnel needs, including interviewing, screening, and recommending teacher candidates.
8. Supervises all professional, paraprofessional and support personnel attached to the school.

D. STAFF DEVELOPMENT, PROFESSIONAL GROWTH AND IMPROVEMENT:

1. Provide professional liaison between the Little Compton Public Schools and State, Regional, and National professional organizations.
2. Conduct regular meetings with staff that promote instructional improvement and current research in practices.
3. Participate in professional growth activities necessary for implementing new programs and for on-going programs as needed.
4. Maintain the ethics of your profession.

E. EVALUATION RESPONSIBILITIES:

1. Evaluate and monitor the effectiveness of school programs and arrange for such revisions as deemed necessary on an on-going basis.
2. Formally evaluate instructional performance of teachers and make recommendations regarding continuing employment and instructional improvement.

F. COMMUNITY RELATIONS:

1. Assist in identifying and utilizing community resources for the school.
2. Utilize community resources on an on-going basis to enhance classroom programs.
3. Maintain communication with parents/guardians on a regular basis.
4. Foster communication with business partnerships, social service agencies and school-to-career connections on a regular basis.
5. Cooperate with college and university officials regarding teacher training and preparation.

G. MANAGEMENT LEADERSHIP:

1. Maintain a safe learning environment by promoting school safety and security guidelines.
2. Advocate, nurture and sustain a school culture that ensures all individuals are treated with fairness, dignity and respect.
3. Identify barriers to student learning and suggest programs that support the student.
4. Take the lead in designing, implementing, evaluating and redefining curricular and extra-curricular programs.
5. Plan and supervise fire, tornado and hurricane drills and emergency preparedness programs.

H. HUMAN RELATIONS:

1. Utilize caring, supporting and motivating techniques in all interpersonal contacts, i.e., student, staff and community.
2. Foster good fellowship and "esprit de corps" within your staff.
3. Assist in resolving difficulties between staff, teachers, and community,
4. Be an advocate for the school vis-a-vis colleagues, students, and parents.
5. Assume responsibility for all official school correspondence.