

# CONTRACT FOR EMPLOYMENT

## Wilbur & McMahon Principal

This contract is made this 3<sup>rd</sup> 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 1<sup>st</sup> 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 31<sup>st</sup> 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

*Joseph M. Brown*

For the

LITTLE COMPTON SCHOOL COMMITTEE

*Joseph M. Brown, Chairman*

Date

*10/3/08*