

**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 Mark Dufresne of 228 Pelletier Lane, Tiverton, Rhode Island ("Student Support Services Director").

The School Department hereby agrees to employ the Student Support Services Director, and the Student Support Services Director hereby agrees to accept such employment as Student Support Services Director subject to the following terms and conditions:

Section 1. TERMS OF AGREEMENT

The term of this Agreement shall be March 14, 2023 through June 30, 2025, with the first three (3) months as an "Interim Student Support Services Director".

Section 2. SALARY

In consideration of the duties to be performed by the Student Support Services Director pursuant to this Agreement, and in addition to further monetary or other benefits referred to in this Agreement, the School Department shall pay an hourly rate of \$100 through June 30, 2023. An annual salary in the amount of \$80,625 will be paid for the period July 1, 2023 to June 30, 2024. An amount to be negotiated but no less than the prorated, prior annual compensation, will be paid for the periods July 1, 2024 to June 30, 2025, prorated based on days worked in the year (see Section 4 for minimum and maximum time to be worked in the 2024-2025 school year).

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 Student Support Services Director and Superintendent may agree on shall be withheld from the Student Support Services Director's salary.

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

Section 3. STUDENT SUPPORT SERVICES DIRECTOR'S CERTIFICATION

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

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

Section 4. TIME TO BE WORKED

After the interim period, which ends June 30, 2023, and in which the Student Support Services Director will be paid hourly, it is expressly agreed that the duties of this position require the Student Support Services Director to work one hundred twenty nine (129) days annually during

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the 2023-2024 school year, and a minimum of ninety (90) days and a maximum of one hundred twenty nine (129) days during the 2024-2025 school year with corresponding payroll adjustment, during the term of this Agreement, not including School Department paid holidays as designated by the Superintendent.

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

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

Section 5. DUTIES AND RESPONSIBILITIES

The Student Support Services Director agrees to perform the duties presently prescribed for said position in the job description as posted on SchoolSpring for "Anticipated Special Education Director – Part Time" 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 Student Support Services Director, 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 Student Support Services Director, 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"). In addition to being responsible for the School Department's Special Education program, the Student Support Services Director will provide oversight for the Section 504/Multi-Tiered System of Support and Multilingual Learners support services.
- c. The Student Support Services Director 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 Student Support Services Director 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 Student Support Services Director by the Superintendent.

Section 6. TERMINATION BY MUTUAL CONSENT

The Superintendent or the Student Support Services Director may, upon thirty (30) days prior notice and upon mutual consent between both parties, terminate this employment agreement

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without penalty or prejudice. In this event, the Superintendent shall pay to the Student Support Services Director 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 Student Support Services Director for good cause if the Student Support Services Director violates any of the terms and conditions of this agreement and/or received an evaluation of less than "Effective."

The Student Support Services Director accepts the provisions of Title 16, Chapter 12.1 of the Rhode Island General Laws 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.

This Agreement may be terminated by:

- a. mutual agreement of the parties; **or**
- b. retirement, disability or death of the Student Support Services Director; **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 Student Support Services Director 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 Student Support Services Director (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 Student Support Services Director 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 Student Support Services Director shall receive a written copy of his evaluation which shall contain a provision allowing for a written comment by the Student Support Services

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Director. Furthermore, a conference shall be held with the Student Support Services Director to discuss the substance of the evaluation within ten (10) days of the evaluation.

Section 9. PROFESSIONAL DEVELOPMENT, MEETINGS AND CONFERENCES

The Student Support Services Director 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 Student Support Services Director, 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 Student Support Services Director acknowledges that 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 Student Support Services Director in accordance with Rhode Island Gen Laws § 9-1-31. In the event of any claim against the Student Support Services Director in his individual capacity arising out of employment, the Superintendent will pay the Student Support Services Director's reasonable expenses, provided that the Student Support Services Director'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 Student Support Services Director 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 Student Support Services Director, 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

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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 Student Support Services Director 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 Student Support Services Director 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

- a. Vacation: Beginning July 1, 2023, the School Department will provide the Student Support Services Director with six (6) vacation days per year from the one hundred twenty-nine (129) work days, and beginning July 1, 2024, the School Department will provide the Student Support Services Director with six (6) vacation days per year from the maximum one hundred twenty-nine (129) work days, or three (3) vacation days from the minimum ninety (90) work days.
- b. Sick Leave: Nine (9) days, or equivalent, days of sick leave per year will be granted to the Student Support Services Director at the beginning of each fiscal year which may be carried forward but shall not be payable at the end of this Agreement.
- b. Personal Leave: The Student Support Services Director shall be granted annually two (2) days of personal leave.
- c. Funeral Leave: Funeral leave shall be available to the Student Support Services Director of up to three (3) days of leave during each year of this contract in the event of the death of any member of the immediate family. One day of funeral leave shall be available for all other family members of the Student Support Services Director.
- d. Jury Duty: The School Department agrees to provide to the Student Support Services Director the difference between his daily rate of pay and the amount received for jury service in the event the Student Support Services Director is required to serve jury duty.
- e. Professional Associations: The School Department will pay for the Student Support Services Director's membership in related professional associations, with approval of the Superintendent.
- f. Professional Development: The School Department will pay for reasonable expenses, included travel and lodging if appropriate, incurred in connection with professional development activities approved by the Superintendent in advance.
- g. Life Insurance: The School Department will provide the same life insurance benefit as it provides to its other certified employees.

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

Section 18. SIGNATURES

SUPERINTENDENT OF SCHOOLS



Laurie Dias-Mitchell, Ed.D.

Date: 6/1/2023

Witness: P. Liguori

STUDENT SUPPORT SERVICES DIRECTOR



Mark Dufresne

Date: 6/1/2023

Witness: P. Liguori



SPECIAL EDUCATION DIRECTOR - PART TIME

Little Compton Public Schools
Little Compton, Rhode Island

Job Details

Job ID: 4139240

Application Deadline: Posted until Filled

Posted : February 1, 2023

Starting Date: Immediately

 THIS JOB POSTING IS PENDING APPROVAL

Job Description

FUNCTION:

Direct the planning, coordination, and supervision of Special Education Programming REPORTS TO: Superintendent of Schools

RESPONSIBILITIES AND DUTIES:

Administers all components of special education services, including instructional and related services, ages 3 - 22, including early childhood services.

Develops and oversees district policies/practices that are consistent with federal and state mandates.

Addresses and processes all special education appeals from local appeals, state mediations and hearings, and court appeals.

Develops and implements all procedural requirements of IDEA and of RIDE's regulations.

Develops and monitors the operational budget for special education and related services.

Prepares all grant applications for special education services, inclusive of, but not limited to, federal flow-through dollars in IDEA and Pre-School Grants.

Effects and monitors out-of-district placements of special education students as required.

Organizes and makes available professional development opportunities for regular and special education staff.

Develops, implements, and monitors a system of third-party billing to Medicaid and to private insurance carriers for funded services to special education students.

Coordinates and administers the school district's early childhood screening program.

Oversees teacher assistants throughout the district.

Initiates and maintains partnerships and cooperative and collaborative relationships within the school district, and with private and public agencies and organizations to better meet the needs of the community.

Responds to any other duties as may be assigned by the Superintendent.

Position Type: Part-time

Positions Available: 1

- Job Category : Administrator > Special Education Director

Equal Opportunity Employer

Little Compton Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

Job Requirements

- Must hold current RIDE certification - Administrator of Special Education.
Must show evidence of National Background check.
Must adhere to Little Compton School Department policies and procedures.
- At least 3 years of relevant experience preferred
- Master degree preferred
- Citizenship, residency or work visa required

Contact Information

Carolyn Sedgwick , HR Director
28 Commons
PO Box 178
Little Compton, Rhode Island 02837

Phone: 401-592-0363 (1500)
Fax: 401-635-9596

The content you submit, offer, contribute, attach, post, or display (each a "Submission") will viewed by other users of the service who may or may not be accurately representing who they are or who they represent. Do not include any sensitive data in your submissions. Any submission or any use or reliance on any content or materials posted via the service or obtained by you through the use of the service is at your own risk. "Sensitive data" for purposes of this section means social security or other government-issued identification numbers, medical or health information, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information or any other sensitive personal data as defined under applicable laws.

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