

## **CONTRACT FOR EMPLOYMENT**

This contract is made this 29th day of April, 2022 between the Little Compton School Committee, hereinafter referred to as the "Committee", and Jonathan Gabriel, hereinafter referred to as the "Director of IT" or "Director."

The Committee hereby agrees to employ Jonathan Gabriel as Director of IT of Little Compton Schools and the Director of IT hereby agrees to accept employment on the following terms and conditions.

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

### Section 1. SALARY

The Committee shall pay an annual salary as follows:

- July 1 1, 2022 – June 30, 2023 \$103,974
- July 1, 2023 – June 30, 2024 \$106,053
- July 1, 2024 – June 30, 2025 \$108,174

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

### Section 2. TERM OF AGREEMENT

The term of this contract shall be July 1, 2022 through June 30, 2025.

### Section 3. WORK YEAR

The work year is 12 months with 20 vacation days annually plus such holidays as are recognized by the Committee for Support Staff in their collective bargaining agreement. Vacation days may only be taken with approval of the Superintendent. Any days not taken by the end of the contract year, at the option of the Superintendent, may be rolled over into a subsequent year or paid to the Director at his per diem rate.

The Director of IT will attend Statewide IT-related meetings and professional development opportunities and other meetings as directed by the Superintendent.

### Section 4. TIME TO BE WORKED

The Director's job duties will require work beyond the normal school day or on weekends or at night-time (e.g. attendance at various municipal and committee meetings, and/or school department related activities). The parties specifically acknowledge that given the nature of the Director of IT's duties and tasks, and the managerial role in which

the Director of IT is so employed, that unless otherwise provided herein, there shall be no provision for adjustments, increments or other compensatory time.

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

#### Section 5. DUTIES

The Director of IT is engaged by the Little Compton School Committee as the Director of IT of the District and he shall faithfully perform the duties as provided herein and as outlined in the job description (Attachment A), which is incorporated in this agreement as if fully stated herein.

The Director of IT will be paid an annual stipend of \$5,000 for duties related to live streaming and/or recording, and making publicly available, school committee meetings.

#### Section 6. FRINGE BENEFITS

The Committee agrees to provide the District's standard medical and dental insurance (as designated by the Superintendent from time to time. The Director shall pay an 18% cost share of the premium or working rate adjusted for each year of employment.

In lieu of both such coverages, the Director may receive a buy-back \$2,000 for each year of this agreement payable on or about the last payroll each June. Conditions and timing of such buyback option shall be set by the Superintendent.

Other benefits:

- a. SICK LEAVE: Fifteen (15) days of sick leave per year will be granted to the Director of IT at the beginning of each fiscal year with a maximum accumulation of two hundred (200) days.
- b. PERSONAL LEAVE: The Director of IT 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 Director of IT up to five (5) days of leave during each year of this contact in the event of the death of any member of his immediate family. One day funeral leave shall be available for all other family members of the Director of IT. Bereavement days shall not accumulate from year to year.
- d. JURY DUTY: The Committee agrees to provide the difference between the daily rate of pay and the amount received for jury service in the event the Director of IT is required to serve jury duty.

- e. LIFE INSURANCE: The Committee will provide to the Director of IT a term life insurance policy in the amount of fifty thousand dollars (\$50,000).
- f. 403b MATCH: The Committee will match employee contributions to the 403b plan up to \$5000 annually.
- g. PROFESSIONAL DEVELOPMENT AND WORKSHOPS: With the Superintendent's prior approval, the IT Director will be reimbursed for all expenses related to relevant PD and workshops, including travel and a stipend.
- h. Such other benefits as granted by the Committee from time to time. Any such benefits must be in writing to be effective.

#### Section 7. RESPONSIBILITIES

The Director of IT shall perform the duties prescribed in the job description and in conformance with all applicable laws, policies, rules, and regulations of the Committee or the Town now and hereafter adopted, and the such duties and responsibilities as assigned by his/her supervisors. Under the direction of the Superintendent, and in addition to such duties detailed above, the director shall faithfully and diligently perform the following:

- a. observe, enforce and implement the rules, policies and regulations adopted from time to time, by the Committee and/or the Superintendent, for the control, government and management of said school system
- b. 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. cooperate with Town technology personnel (per shared services agreement) to create a technology contingency plan for the school
- d. such other duties as required by the Superintendent, including such duties as further outlined in that certain shared services agreement for IT services between the Little Compton School District and the Town of Little Compton.

#### Section 8. TERMINATION BY MUTUAL CONSENT

The Committee or the Director of IT may, upon thirty (30) days prior notice and upon mutual consent between both parties, terminate this agreement without penalty or prejudice against either party. In this event, the Committee shall pay to the Director of IT 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 9. CONTRACT TERMINATION

This employment contract may be terminated by:

- a. mutual agreement of the parties; **or**
- b. retirement, disability or death of the Director of IT; **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. criminal convictions of a misdemeanor or felony; **or**
- g. any lawful reason such as:
  - 1. to actions or inactions such as incompetence as judged by the Superintendent of Schools, in her sole discretion),
  - 2. assault,
  - 3. cruelty,
  - 4. insubordination,
  - 5. neglect of duty,
  - 6. incapacity,
  - 7. conduct unbecoming (scandal, arrest, etc.),
  - 8. 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 10. PERFORMANCE EVALUATION

Each year, the Director of IT shall receive a copy of the Evaluation Instrument by which he will be evaluated, along with the schedule for the evaluation process.

On or before June 15<sup>th</sup> of each year, the Director of IT shall receive a written copy of his evaluation which shall contain a provision allowing for a written comment and/or response by the Director of IT.

A conference shall be held with the Director of IT to discuss the substance of the evaluation within ten (10) days of the evaluation.

#### Section 11. PROFESSIONAL DEVELOPMENT, MEETINGS & CONFERENCES:

The Director of IT shall be reimbursed for all preapproved out-of-pocket expenses incurred during the performance of his professional duties. The Committee shall also reimburse the Director of IT for such preapproved costs and fees for attendance at meetings and conferences, professional dues, subscriptions and/or tuition costs.

The Director of IT shall be an active participant in the Rhode Island Society of Technology Educators (RISTE) meetings, workshops, and professional development.

The evaluation referred to in Section 10 above shall include a domain for professional development as described in this section.

#### Section 12. INABILITY

Should the Director of IT, 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 Director of IT 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. AMENDMENTS

This Agreement may be modified or amended only by written mutual agreement of the Director of IT and the Committee, executed in the same manner as this Agreement.

#### Section 14. 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 15. ENTIRE AGREEMENT

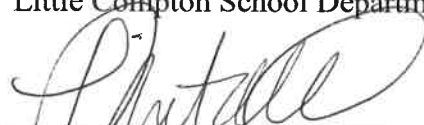
This contract and the attached Contract Addendum signed by the parties embodies the entire agreement between the Committee and the Director of IT, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract 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 16. 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.

  
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Jonathan Gabriel, Signature and Date  
Director of IT  
Little Compton School Department

  
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Witness

  
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Laurie Dias-Mitchell, Ed D, Signature and Date  
Superintendent of Schools  
Little Compton School Department

  
\_\_\_\_\_  
Witness