

**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 John P. McKinnon of 155 Old Harbor Road, Little Compton, Rhode Island ("Principal").

The School Department hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment as Principal subject to the following terms and conditions:

Section 1. TERMS OF AGREEMENT

The term of this Agreement shall be July 1, 2024 through June 30, 2027.

Section 2. SALARY

In consideration of the duties to be performed by the Principal pursuant to this Agreement, and addition to further monetary or other benefits referred to in this agreement, the School Department shall pay an annual salary of \$123,235 for the period July 1, 2024–June 30, 2025. An amount to be negotiated but no less than the prior annual compensation, will be paid for the periods July 1, 2025-June 30, 2026 and July 1, 2026-June 30, 2027.

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 Principal and Superintendent may agree on shall be withheld from the Principal's salary.

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

Section 3. 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 a school principal in accordance with the laws, rules, and regulations of the State of Rhode Island.

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

Section 4. TIME TO BE WORKED

It is expressly agreed that the duties of this position require the Principal to work two hundred twenty-five (225) days annually during the term of this Agreement not including School Department paid holidays as designated by the Superintendent.

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

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

Section 5. DUTIES AND RESPONSIBILITIES

The Principal 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 Little Compton School Committee ("Committee") now and hereafter adopted, and such duties and responsibilities as assigned by his supervisor.

- a. The Principal, 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 Principal, 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").
- c. The Principal 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 Principal 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 Principal by the Superintendent.

Section 6. TERMINATION BY MUTUAL CONSENT

The Superintendent or the Principal may, upon fourteen(14) days prior notice and upon mutual consent between both parties, terminate this employment agreement without penalty or prejudice. In this event, the Superintendent shall pay to the Principal 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 prorated based upon the time period worked.

Section 7. CONTRACT TERMINATION

During the term of this Agreement, the Superintendent may act to terminate the Principal for good cause if the Principal violates any of the terms and conditions of this agreement and/or received an evaluation of less than "Effective."

The Principal accepts the provisions of Chapter 12.1 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:

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- a. mutual agreement of the parties; **or**
- b. retirement, disability or death of the Principal; **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 Principal 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 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 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 Principal 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 Principal shall receive a written copy of his evaluation which shall contain a provision allowing for a written comment by the Principal. Furthermore, a conference shall be held with the Principal to discuss the substance of the evaluation within ten (10) days of the evaluation.

Section 9. PROFESSIONAL DEVELOPMENT, MEETINGS AND CONFERENCES

The Principal 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 pre approved in writing by the Superintendent and subject to budget considerations.

Section 10. INABILITY

Should the Principal, 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 Principal acknowledges that he/she is critical to the operation of the school system and as such cannot claim accommodations offered to non-critical employees.

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Section 11. INDEMNIFICATION

The Superintendent agrees that it will indemnify the Principal in accordance with Rhode Island Gen Laws § 9-1-31. In the event of any claim against the Principal in his individual capacity arising out of employment, the Superintendent will pay the Principal's reasonable expenses, provided that the Principal'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 Principal 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 Principal, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. 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 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 Principal 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 Principal 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. The Principal will be provided with fifteen (15) days of sick leave each year, cumulative up to one hundred eighty (180) days. 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.
- b. The Principal will be provided with two (2) personal days each year. Such days shall not accrue year to year.
- c. The Principal will be provided with twenty (20) vacation days each year. Such days shall not accrue year to year. Vacation time will be taken with approval from the Superintendent.

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- d. Bereavement leave will be available to the Principal up to five (5) 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 Principal. Such days shall not accumulate from year to year.
- e. The Committee agrees to provide to the Principal the difference between the daily rate of pay and the amount received for jury service in the event the Principal is required to serve jury duty.
- f. The Committee will provide to the Principal a term life insurance policy for the term of employment in the amount of fifty thousand dollars (\$50,000).
- g. The Committee agrees to match any contribution made by the Principal to the 403b plan administered on behalf of the Committee in an amount not to exceed five thousand dollars (\$5,000).
- h. The Committee agrees to reimburse the Principal for the cost of any course work successfully completed.
- i. The Principal will be offered health care insurance comparable to that provided to Certified Staff Members.
- j. The Principal will be offered dental insurance comparable to that provided to Certified Staff Members.
- k. The Committee agrees to pay the Principal \$6,500 per year for IB MYP Head of School duties and responsibilities.
- l. The Committee agrees to pay the Principal advanced lane compensation comparable to the certified staff.

Section 18. SIGNATURES

SUPERINTENDENT OF SCHOOLS



Laurie Dias-Mitchell, Ed.D.

Date: 9/3/24

Witness: 

PRINCIPAL



John P. McKinnon

Date: 9/3/24

Witness: 
