

**EMPLOYMENT CONTRAT
BETWEEN THE WESTERLY SCHOOL COMMITTEE
AND
MARK C. GARCEAU, Ed.D.
(2020-2022)**

This Employment Contract made and entered into effective as of the 1st day of January 2020 by and between Westerly School Committee (hereinafter sometimes referred to as "Committee" or "School Committee") and MARK C. GARCEAU, Ed.D. (hereinafter referred to as "Superintendent").

WHEREAS, Committee desires to provide Superintendent with a written Employment Contract in order to enhance administrative stability and continuity within the school system which Committee believes generally improves the quality of its overall educational program; and

WHEREAS, Committee and Superintendent believe that a written contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative function in the operation of the education program of the school system;

NOW, THEREFORE, the Committee and Superintendent for the consideration of the mutual covenants and conditions set forth herein, agree as follows:

1. TERM OF AGREEMENT

Said Agreement shall be effective from January 1, 2020 and continuing through December 31, 2022. Said Agreement shall not be altered except by a subsequent writing executed by the parties to this Agreement.

2. DUTIES

The Superintendent of Schools is the chief executive of the School District. In harmony with the policies of the School Committee, State laws, and State Board of Regents regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has the general authority to act at his discretion, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. He advises the School Committee on policies and plans that the School Committee takes under consideration, and he takes the initiative in presenting to the School Committee policy and planning.

The Superintendent or his designee as approved by the School Committee, shall attend all meetings of the School Committee and shall participate in all School Committee deliberation. The Superintendent shall receive notice of all School Committee meetings and he or his designee may attend such meetings.

3. ADMINISTRATION AND SUPERVISION OF SCHOOL DISTRICT

The Superintendent shall have the administrative authority, subject to law, and any legally binding contracts of the School District, to organize, reorganize and arrange the

administrative and supervisory staff in such way as in his judgment best serves the School District. In addition, the Superintendent shall have responsibility for administration of instruction and all business affairs that include the responsibility for selection, placement and transfer of personnel.

4. CERTIFICATION

The Superintendent shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate qualifying him to act as a Superintendent of Schools in the State of Rhode Island.

5. PROFESSIONAL GROWTH

The Superintendent is encouraged to join those professional organizations and to attend those professional meetings, conferences and conventions as are appropriate to the Superintendent's professional growth and development.

The School Committee shall reimburse the Superintendent for reasonable expenses associated with such attendance at not more than two (2) such events annually and with the prior approval of said School Committee.

6. ANNUAL VACATION

- a. The Superintendent shall be entitled to twenty-five (25) working days as annual vacation, exclusive of legal holidays. In the event that the Superintendent does not use said twenty-five (25) vacation days in a year, he shall be paid his then per diem rate for each unused vacation day. There shall be no accumulation of vacation days year to year. Reconciliation and payment for unused days shall be annually.
- b. The Superintendent shall be entitled to all legal holidays as observed by the Westerly School Department central office.

7. LEAVE

- a. The Superintendent shall be afforded fifteen (15) sick days annually. There shall be no carryover from year to year and no payout for unused sick days.
- b. The Superintendent shall be afforded five (5) days personal leave annually. There shall be no carryover from year to year and no payout for unused personal days.

8. MEDICAL EXAMINATION

The Superintendent agrees to have comprehensive medical examination once each fiscal year during the term of the Contract. This Contract is subject to a condition upon such medical certification that the Superintendent is capable of performing the necessary and essential duties of the position with or without reasonable accommodation. The superintendent consents to and shall

release the report for the School Committee's use only. There shall be no further disclosure after the delivery of medical report to the Committee and completion of such paperwork as may be necessary to effect the above. The Committee agrees to pay the reasonable costs of said examination.

9. DISABILITY COVERAGE

The Superintendent shall be provided with a standard School Department disability insurance/income protection plan. The cost of which shall be paid by the School Department.

10. EVALUATION

The Superintendent shall be evaluated from time to time, but at least annually, by the School Committee. Said evaluation shall be based upon goals and measurements developed in concert with the Superintendent and developed using State Standards and Regulations as approved by the Rhode Island Department of Education. The Committee shall provide a written summary of the evaluation to the Superintendent. Prior to the Committee providing a written summary of the evaluation, a draft version shall be reviewed with the Superintendent.

11. COMPENSATION

a. Salary

(1) The Superintendent shall be paid an annual salary of ONE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED TWENTY (\$164,320.00) DOLLARS, payable in twenty-six (26) equal installments.

(2) During years two (2) and three (3) of the term of this Contract and any extension or renewals thereof, the Superintendent shall be paid an annual salary, which shall be determined by the School Committee based upon an annual performance evaluation, as set for herein; provided, however, that the salary and benefits for any ensuing year shall not be less than that paid to the Superintendent in the prior year.

12. BENEFITS

- a. The School Committee agrees to provide the Superintendent with a policy of term life insurance in the amount of TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS for the term of employment of said Superintendent.
- b. The School Committee shall provide to the Superintendent retirement benefits equal to those provided for other professional employees of the Westerly School Department through participation in the Rhode Island State Employees' Retirement System.
- c. The School Committee shall provide to the Superintendent health and dental benefits equal to those provided for other professional employees within the Westerly School Department. The Superintendent shall contribute by payroll deduction toward the payment of premiums related to the health and dental benefits program twenty-five (25%) percent of said annual premium.

- d. The Superintendent may be excused for jury duty, with pay, less compensation received for such duty.
- e. During the term of this Contract, the School Committee shall contribute to an Individual Retirement Account (IRA) or Annuity designated by the Superintendent, the sum of FIVE HUNDRED (\$500.00) DOLLARS per month as an automatic deposit.
- f. The School Committee shall reimburse the Superintendent for reasonable expenses incurred and necessary for the performance of his duties under this Contract in accordance with the laws of the State of Rhode Island and the policies and By-Laws of the School Committee. The Superintendent shall be paid in the sum of ONE HUNDRED (\$100.00) DOLLARS per month for in district travel; and .58 cents per mile (or the then in effect IRS mileage reimbursement rate) for out of district travel, plus out of district tolls and parking charges. No such payments shall be made for the Superintendent's commuting travel to and from the School District from his home.
- g. Annual fees and dues related to membership and participation in professional organizations related to the Superintendent's position will be paid up to an amount of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS annually.
- h. In addition to his salary set forth herein, the Superintendent shall be paid a doctorate stipend in the sum of FIVE THOUSAND SIX HUNDRED (\$5,600.00) DOLLARS annually.
- i. School Committee shall defend and indemnify the Superintendent and hold him harmless against all demands, claims, suits, actions, legal proceedings and financial losses brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the School Committee, provided, however, that the incident arose while the Superintendent was acting within the scope of his employment. The School Committee shall not, however, defend nor indemnify said Superintendent for actions determined to be outside the scope of his actual or apparent authority as said Superintendent.
- j. The Superintendent may retain, at the expense of the Committee and upon prior notice to the Committee, independent counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases, the Council for the Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee Council in the defense of such action.

13. OTHER WORK

The Superintendent shall have the right to obtain and execute other work such as but not limited to lecturing, instructor for higher education, guest speaker, writing and publishing; provided,

however, that said activities do not interfere with or detract from the duties and responsibilities of the Superintendent to the Westerly School District. As a courtesy the Superintendent shall notify the School Committee of his other work.

14. CONTRACT NEGOTIATIONS

The Superintendent reserves the right to participate and/or lead all district contract negotiations, in concert with appropriate legal counsel appointed by the Westerly School Committee.

15. SUPPORT TO ACHIEVE PERFORMANCE GOALS

To achieve performance goals as established by mutual agreement between the School Committee and the Superintendent, the School Committee will endeavor to assure that the Superintendent has the necessary staff and support required to achieve said goals.

16. DISMISSAL/SUSPENSION/TERMINATION

- a. By the Committee. During the term of this contract, the Superintendent shall not be arbitrarily or capriciously dismissed or suspended from the position of Superintendent by the School Committee.

Any dismissal or suspension shall be effective upon either in hand delivery or certified mailing, postage pre-paid addressed to the Superintendent to the following address (or such other address as given to the Committee):

Mark C. Garceau, Ed.D.
23 Highland Avenue
Westerly, RI 02891

Unless stated otherwise in the notice.

If timely written request is made to the School Committee within five (5) business days of the effective date of notice of dismissal or suspension, the School Committee shall provide a hearing, within 30 days of receipt of the written request. If such request is not made, the decision of the School Committee shall immediately become final.

If timely written request for hearing is made, the Superintendent shall have the opportunity to present witnesses at said hearing. Within thirty (30) days, after conclusion of the hearing, the School Committee shall render a concise, clear, written decision. The findings and conclusions therein shall be based exclusively on evidence at the bearing or on reasonable inferences drawn therefrom. A copy of the decision shall be promptly supplied to the Superintendent.

- b. Termination as a result of disability. Should the Superintendent be unable to perform his duties by reasons of any physical or mental disability, subject to such reasonable accommodations as may be required by law, or if such disability is permanent, irreparable, or of such nature as to be reasonably medically unlikely to

be remediated within six (6) months, the Committee may, in its discretion, terminate this Agreement. In the event of such termination, all of the respective rights, duties and obligations of the Superintendent and the Committee under this Agreement will cease.

c. Contract Termination

This Employment Contract may be terminated by:

- i. mutual agreement of the parties; or
- ii. retirement, inability or death of the Superintendent; or
- iii. professional unfitness or inability to serve as district role model or district educational leader; or
- iv. annulment, suspension, lapse or revocation of certification; or
- v. non-renewal by the School Committee; or
- vi. criminal convictions regarding the treatment of a child or crime of moral turpitude or any other misdemeanor or other felony; or
- vii. any other lawful reason.

The Superintendent may also be subject to suspension and/or dismissal by the Committee for good and just cause, such as incompetency, assault, cruelty, insubordination, neglect of duty, incapacity, conduct unbecoming a Superintendent or failure, in whole or in part, to observe, perform and comply with the provisions of this Agreement, the directions of the Committee, the policies of the Committee, the laws of the State of Rhode Island or the applicable state regulations and rulings.

Before any dismissal, the Superintendent shall be given a written statement of the reason for such dismissal and shall be entitled to a hearing thereon. That hearing (except for deliberations) may be open or closed at the Superintendent's option. Upon such dismissal, this Agreement shall forthwith terminate.

The Superintendent shall not have a right to participate in any Committee deliberations regarding discipline, suspension, termination or non-renewal.

18. RENEWAL

This Agreement shall automatically be renewed in its entirety on an annual basis if the School Committee does not notify the Superintendent, in writing, by February 1 of each year of its intent to terminate the Agreement.

19. SAVINGS CLAUSE

If, during the term of this Agreement, it is determined that a specific Clause or part of this

Agreement is illegal based upon Federal or State law, the parties hereto agree that it shall not affect the remainder of said Agreement and the same shall remain in full force and effect.

This Agreement contains the entire Agreement between the parties and may not be amended orally, but may be amended only by an instrument in writing signed by both parties.

IN WITNESS WHEREOF, the Westerly School Committee has approved and has caused this Agreement to be executed by its Chair duly authorized, and said Superintendent has approved and executed this Agreement effective as of the 1st day of January 2020.

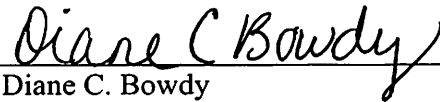
In the presence of:

Westerly School Committee



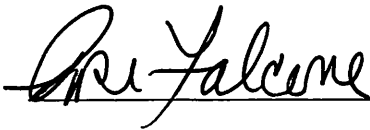
12/23/19

Date



Diane C. Bowdy

Its Chair, duly authorized



12/19/19

Date



Mark C. Garceau, Ed.D.

Superintendent