

EMPLOYMENT AGREEMENT- ASSISTANT SUPERINTENDENT OF SCHOOLS
WOONSOCKET EDUCATION DEPARTMENT

THIS AGREEMENT, made this 29th day of January 2015, by, between, and among The Woonsocket Budget Commission (“Commission”), The Honorable Lisa Baldelli-Hunt, Mayor of the City of Woonsocket (“Mayor”), and Dr. Patrick McGee, Ed.D. ("Assistant Superintendent"), in accordance with R.I. Gen. Laws § 16-2-9(c). Upon the recommendation of the Woonsocket School Committee (“School Committee”), which has selected the Assistant Superintendent to serve subject to specific terms and conditions of employment, in accordance with R.I. Gen. Laws §§ 16-2-9(a)(13) and 16-2-18, which selection and assignment the Commission has approved through the appointment and hiring of the Assistant Superintendent, in accordance with R.I. Gen. Laws § 45-9-6(d)(8), the Commission, Mayor and the Assistant Superintendent (the “Parties”), hereby agree as follows:

1. EMPLOYMENT

The Assistant Superintendent shall be employed to serve as the Assistant Superintendent of the Woonsocket Education Department according to the following terms and conditions.

2. TERM

The term of the Assistant Superintendent's employment is for the period from November 20, 2014 through June 30, 2017, unless earlier terminated as set forth below. The period from December 3, 2014 through June 30, 2015 shall be referred to as “Year 1”; the period from July 1, 2015 through June 30, 2016, “Year 2”; and the period from July 1, 2016 through June 30, 2017, “Year 3”.

3. DUTIES

A. The Assistant Superintendent of Schools is the deputy to the Superintendent, who

is the Chief Administrative Agent of the School Committee. The Assistant Superintendent shall assist and work with the Superintendent, as directed. By no later than forty-five (45) days after appointment of the Superintendent, the Assistant Superintendent and the Superintendent shall agree upon a written specification of job duties and responsibilities, which description shall upon completion be approved by the School Committee and thereafter incorporated into and made a part of this Agreement as Exhibit A. The Assistant Superintendent shall devote his entire time, attention and energies to said employment, and shall, to the best of his abilities, do and perform all such services in connection with said employment, specifically and without limitation, serving as the Director of Curriculum, and evaluating building principals. He shall attend all meetings of the School Committee and participate in all School Committee deliberations so designated by the School Committee, except when matters relating to his own employment are under consideration. He shall assist the Superintendent in advising the School Committee on policies, procedures, and plans that the School Committee takes under consideration and in taking the initiative in presenting to the School Committee policy and planning issues for its attention.

4. PROFESSIONAL CERTIFICATION

The Assistant Superintendent shall maintain and furnish proof to the School Committee of valid and appropriate certification to act as Assistant Superintendent, as required by law. He shall be encouraged to join and maintain membership in professional organizations and to attend professional meetings and conferences, with expenses to be paid as authorized by the Superintendent.

5. EVALUATION

By no later than forty-five (45) days after the appointment of the Superintendent, the

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Superintendent and the Assistant Superintendent shall agree upon an Evaluation Instrument, by which the Superintendent shall establish specific goals and objectives for assessing the Assistant Superintendent's performance for Year 1, with a percentage value to be assigned to each of these specific goals and objectives. Thereafter, on June 30, 2015, and again on June 30, 2016, the Superintendent and Assistant Superintendent may modify the Evaluation Instrument, as necessary, to establish specific goals and objectives, and percentage values, for Year 2 and Year 3, respectively. The Superintendent shall use the Evaluation Instrument to conduct a performance-based Evaluation of the Assistant Superintendent annually, at a time to be set by the Superintendent and Assistant Superintendent, but in no event later than May 1st, and shall meet with the Assistant Superintendent as soon as possible after the Evaluation is complete but by no later than June 1st of each year to review the results ("Evaluation Process").

6. COMPENSATION

A. Salary: The Assistant Superintendent shall be a salaried employee, exempt from the overtime pay provisions of the Fair Labor Standards Act. He shall receive an annual salary in the amount of One-Hundred-And-Twenty-Three-Thousand-Dollars-And-No-Cents (\$123,000.00), prorated, for Year 1; One-Hundred-And-Twenty-Three-Thousand-Dollars-And-No-Cents (\$123,000.00), for Year 2; and One-Hundred-And-Twenty-Three-Thousand-Dollars-And-No-Cents (\$123,000.00), for Year 3. The payments shall be made in the same manner as salary payments are made to other personnel in the Woonsocket Education Department.

B. Benefits: The School Committee shall provide the Assistant Superintendent with the benefits set forth in the attached schedule, the terms of which are set forth in Exhibit B, hereby incorporated by reference.

7. **EXPENSES**

The Assistant Superintendent shall be paid a maximum of Two-Thousand-Dollars-And-No-Cents (\$2,000.00) for each year of the Agreement, for automobile-related expenses incurred as part of his duties and responsibilities. The payment shall be made as a stipend in a manner consistent with other Department personnel.

8. **AGREEMENT TERMINATION**

- A. This Agreement shall terminate and no further action shall be required by the Assistant Superintendent or the Woonsocket Education Department upon:
- a. Written agreement of the Parties;
 - b. Retirement, long-term disability, to the extent permitted by law, resignation or death of the Assistant Superintendent;
 - c. Annulment, suspension, lapse, or revocation of Assistant Superintendent's certification issued by the Board of Education;
 - d. Felony conviction or any conviction of crime of moral turpitude by Assistant Superintendent;
 - e. Finding of cause by the School Committee ("Finding of Cause"), which shall include but not be limited to the Assistant's Superintendent's violation of federal or state education laws, rules, or regulations, arrest, moral turpitude, falsification, misrepresentation, neglect of duty, incompetence, insubordination, failure to meet the performance standards set by the School Committee, or as established by School Committee policies, or failure to follow the School Committee's lawful instruction. Before issuing a Finding of Cause, the School

Committee shall: (i) provide the Assistant Superintendent with notice and a written statement of cause (“Notice and Statement”), and (ii) afford the Assistant Superintendent, upon request, and within fourteen (14) calendar days of such Notice and Statement, a hearing before a quorum of the School Committee.

There shall be no appeal from the School Committee’s Finding of Cause to any tribunal, administrative or judicial, except as required by law.

B. This Agreement shall terminate upon a vote of a majority of the School Committee for any other reason or cause, or for no reason or cause, in which case the Assistant Superintendent shall be relieved of all obligations hereunder, but the School Committee shall continue to provide to the Assistant Superintendent his salary and health insurance benefits, subject to usual employee contributions, for the full unexpired term hereof.

9. SUSPENSION

The School Committee may suspend the Assistant Superintendent immediately, with pay, for the good of the Woonsocket Education Department. The School Committee may suspend the Assistant Superintendent without pay upon a Finding of Cause as defined and subject to the process set forth in paragraph 8.

10. NOTICES

Written notices to be given under this Agreement shall be sent by registered or certified mail, return receipt requested, to the addresses set forth below; except that, if any person or entity gives written notice of a change of name or address, notices to that person or entity shall thereafter be given as shown in that notice.

TO THE WOONSOCKET BUDGET COMMISSION
Dina Dutremble, Chair
Woonsocket City Hall
169 Main Street

1000 1/29/15
PM 1/29/15

Woonsocket, RI 02895

TO THE HONORABLE LISA BALDELLI-HUNT

Michael Marcello, City Solicitor
Woonsocket City Hall
169 Main Street
Woonsocket, RI 02895

TO THE SCHOOL COMMITTEE

George Lacouture, Chair
Woonsocket School Committee
108 High Street
Woonsocket, RI 02895

TO ASSISTANT SUPERINTENDENT

Dr. Patrick McGee, Ed.D., Assistant Superintendent
330 High Street, No. 2
Cumberland, RI 02864

11. SEVERABILITY

If any one or more of the provisions contained in the Agreement shall be found to be in conflict with applicable federal, state, or local statute, regulation, or ordinance, then such portion shall be modified so as to give it the maximum possible effect consistent with law, and if any portion of this Agreement is otherwise declared invalid or unenforceable by a court or administrative tribunal, or other competent jurisdiction, then the validity or enforceability of the remaining portion of this Agreement shall not be affected thereby.

12. GOVERNING LAW

This Agreement shall be governed, interpreted and construed according to the laws of the State of Rhode Island. In addition, any disputes arising under this Agreement shall be resolved within the State of Rhode Island having jurisdiction over the same.

13. HEADINGS

The headings in the Agreement are for convenience of reference only and shall be given no effect in the construction or interpretation of the Agreement.

14. WAIVER

The failure of any Party to insist in one or more instances on strict performance of any of this Agreement's provisions, or to exercise or enforce any right, remedy or obligation under the Agreement, shall not be construed as a waiver or relinquishment of any right, remedy, or obligation, and the right, remedy, or obligation shall continue in full force and effect.

15. ENTIRE AGREEMENT AND MODIFICATION

This Agreement sets forth the entire agreement of the Parties concerning the employment of the Assistant Superintendent, and any oral or written statements, representations, agreements, or understandings made or entered into prior to or contemporaneously with the execution of the Agreement are superseded by this Agreement and are hereby rescinded, revoked, and rendered null and void. Only a written instrument duly executed by each Party may modify this Agreement.

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16. ASSIGNMENT

If and when the Commission disbands, this Agreement shall remain in full force and effect between the Mayor and the Assistant Superintendent, and shall be binding upon those Parties, including the successor, if any, to the Mayor of Woonsocket, but shall be personal to the Assistant Superintendent and therefore may not be assigned by him.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year aforesaid.

Kimberly Blais
WITNESSED

1/29/15
DATE

Dina Dutremble
Dina Dutremble
Chair, Woonsocket Budget Commission

WITNESSED

DATE

The Honorable Lisa Baldelli-Hunt
Mayor, City of Woonsocket, Rhode Island

Kimberly Blais
WITNESSED

1/29/15
DATE

Patrick McGee
Dr. Patrick McGee, Ed.D.
Assistant Superintendent
Woonsocket Education Department

EXHIBIT B
Benefits Schedule

Health Insurance	The Assistant Superintendent shall receive individual or family medical and dental coverage through the Woonsocket Education Department, subject to the terms and conditions applicable to all non-union employees of the Department.
Holidays	The Assistant Superintendent shall be entitled to receive the paid holidays on the days designated by the School Committee as legal holidays, as follows: New Year's Day, Martin Luther King, Jr. Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Day before Christmas (if school not in session), and Christmas Day.
Vacation	For each year of the Agreement, the Assistant Superintendent shall be entitled to receive a total of thirty (30) days of vacation (pro-rated for Year 1), which shall be exclusive of all holidays designated for non-union employees. The entire allocation of vacation time shall be made on November 1 st (for Year 1) or on July 1 st (for Years 2 and 3), but in the event that the Assistant Superintendent does not remain employed for the entirety of any contract year (e.g., Years 1, 2, or 3), the Department reserves the right to collect payment from or set off payment to him for any vacation days used in excess of the amount that is a proportionate equivalent to the portion of the year employed. In addition the Department will not make payment for any of the annual vacation days that are the proportionate equivalent of the portion of the year not employed. The Assistant Superintendent shall not be permitted to carry over any unused vacation days from year to year, so that at the close of each year of the Agreement, any unused vacation time shall expire. At no time shall the Assistant Superintendent take more than ten (10) consecutive weekdays of vacation without agreement in writing from the Chair of the School Committee.
Sick Leave	The Assistant Superintendent shall be afforded fifteen (15) days of paid leave annually, prorated, to use in the event of illness, implementation of which shall be based upon the non-union benefits scheduled to be adopted by the Committee.
Bereavement Leave	The Assistant Superintendent shall be provided with bereavement leave in accordance with the non-union benefits schedule to be adopted by the Committee.
Personal Leave	The Assistant Superintendent shall be provided with two (2) paid personal days for each year of this Agreement, but such days shall not carry over from year to year of the Agreement.
Leave of Absence	The Assistant Superintendent shall be afforded leave in accordance

Exhibit B to Assistant Superintendent Agreement

	with the Family and Medical Leave Act, and related state law. The School Committee reserves the right to designate leave taken by the Assistant Superintendent as "FMLA qualifying," and shall require the Assistant Superintendent to substitute any holiday or accrued paid leave to which he may be entitled for FMLA leave in accordance with 29 C.F.R. § 825.207.
Life Insurance	The Assistant Superintendent shall be provided a group term life insurance policy having a face value of \$25,000, at no cost to the Superintendent.
State and National Organizations	With the approval and recommendation of the Superintendent, the School Committee shall pay on behalf of the Assistant Superintendent the annual dues for his membership in state and national professional organizations.
Retirement	The Assistant Superintendent shall be enrolled in and entitled to all rights and benefits under the Rhode Island Employees Retirement System, as set forth in chapter 16 of Title 16 of the Rhode Island General Laws.

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