

AGREEMENT

DOUGLAS SCHOOL DISTRICT

AND

JEFFREY R. KOLLETT  
FACILITIES MANAGER

Agreement made this 17th day of June 2013 and as last amended on March 29, 2016, by and between the Douglas School District in Worcester County in the Commonwealth of Massachusetts (hereinafter referred to as the "District") and Jeffrey R. Kollett, 28 Crownshield Avenue, Uxbridge, MA. Both parties agree that said employee (hereinafter referred to as the "Manager") shall perform the duties of Facilities Manager as prescribed by the laws of the Commonwealth of Massachusetts and by the rules, regulations, and policies made thereunder by the Douglas School Committee.

The parties hereto agree as follows:

1. EMPLOYMENT

The District hereby employs JEFFREY R. KOLLETT as MANAGER. Employee hereby accepts such employment on the following terms and conditions.

2. TERMS

The term of employment set by this Agreement shall be the period commencing July 1, 2016 and ending June 30, 2019.

If the Superintendent does not intend to renew Jeffrey R. Kollett's contract, he must so notify the Manager in writing by January 1, 2019.

If Jeffrey R. Kollett does not intend to complete the terms of his contract or intends to leave the District at the end of the contract year prior to the expiration of the contract, he must so notify

the Superintendent at least ninety (90) days prior to his last day of work for the District. Failure to provide the required notice may result in the forfeiture of unused vacation

### 3. COMPENSATION

Jeffrey R. Kollett shall be paid a salary of seventy thousand seven hundred fifty-four Dollars (\$70,754.00), plus any increase approved by the School Committee, effective July 1, 2016, less income tax withholding and other normal employee deductions. The salary shall be paid in installments in accordance with the rules of the Committee governing payment of other professional staff members employed by the Committee. This annual compensation shall be reviewed by the District on or before June 30, 2017. The District may increase the Manager's salary during the term of this Agreement, if in the District's discretion, his performance as Manager and/or the general economic conditions warrant such increase. Any salary adjustment made during the life of this Agreement shall be in the form of an amendment. Said amendment shall not be considered to be a new contract with the Manager.

### 4. TERMINATION

The Superintendent may terminate this agreement at any time for good cause. As used herein, "good cause" shall mean any ground which is put forth by the Superintendent in good faith and which is not arbitrary, irrational, unreasonable, or irrelevant to the task of building up and maintaining an efficient school system.

In a challenge to discharge of the Manager, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after discharge and shall not include the authority to reinstate the Director to any position.

### 5. DUTIES

Jeffrey R. Kollett shall perform faithfully and to the best of his ability the duties of

MANAGER and all other duties assigned to him under the supervision and direction of the Superintendent and his designee.

#### 6. CERTIFICATIONS

Jeffrey R. Kollett shall furnish and maintain during the term of this Agreement valid and appropriate certifications qualifying him to act in his position.

#### 7. ALLOWANCE FOR EXPENSES

The District shall provide allowances for the following expenses.

- (a) Attendance at professional meetings.

#### 8. PERIODIC EXAMINATIONS

Jeffrey R. Kollett shall undergo a thorough general, physical examination by an internist or general medical practitioner during the term of this Agreement and at least once every two years thereafter. The Employee shall inform the Superintendent of the results of that examination. The District shall reimburse for up to 50 percent of the cost of each examination.

#### 9. VACATION

Jeffrey R. Kollett will work a twelve-month contract with twenty days' vacation. There will be no vacation carryover. If Jeffrey R. Kollett leaves prior to the end of the fiscal year, vacation days will be pro rated for the partial fiscal year of employment.

#### 10. SICK LEAVE

Jeffrey R. Kollett shall accrue seventeen days of sick leave per annum. Any sick leave not used during the time of this Agreement may be accumulated to a maximum accumulation of 145 days. The Superintendent may grant, with School Committee approval, Jeffrey R. Kollett up to an additional year of sick leave in the event that Jeffrey R. Kollett suffers a major or catastrophic

illness or disability. No reimbursement shall be made for unused sick leave.

#### 11. EVALUATIONS AND PERSONNEL FILES

A. The Manager will have the right, upon request, to review the contents of his personnel file. No material derogatory to the Manager's conduct, service character, or personality will be placed in his personnel file unless the Manager has had an opportunity to review that material. The Manager will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The Manager will also have the right to submit a written answer to such material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

B. The Superintendent shall evaluate the performance of Jeffrey R. Kollett in writing at least once annually not later than May 1 based upon 1) the mandates contained in M.G.L., Chapter 71 as amended by the Education Reform Act of 1993; 2) the policies of the Douglas School Committee; 3) the individual goals mutually agreed upon by Jeffrey R. Kollett and the Superintendent. The final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

#### 12. INSURANCE

The District shall provide Jeffrey R. Kollett with Workmen's Compensation insurance and shall pay, in part, the premiums for group medical insurance and life insurance coverage, at the highest level paid by the District of the premiums applicable to other professional employees.

#### 13. BEREAVEMENT LEAVE

Jeffrey R. Kollett shall receive bereavement leave with the approval of the Superintendent.

14. PERSONAL LEAVE

Jeffrey R. Kollett shall receive up to 5 days personal leave with the approval of the Superintendent.

15. TAX-DEFERRED ANNUITY

The District, at the request of Jeffrey R. Kollett and in accordance with Massachusetts law, shall withhold and transfer an amount of salary, as designated by Jeffrey R. Kollett, annually, semi-annually, or monthly, to a tax-deferred annuity program chosen by Jeffrey R. Kollett.

16. FAMILY AND MEDICAL LEAVE

The District will comply with the Family and Medical Leave Act of 1993.

17. PROFESSIONAL ORGANIZATIONS

The District may provide funds for membership in one professional organization upon the approval by the Superintendent. Any reimbursement for additional organizations must be approved in advance by the Superintendent.

19. LEAVES OF ABSENCE

Leaves of absence without pay may be granted by the Superintendent for good and sufficient reasons.

20. PROTECTION

- (a) Jeffrey R. Kollett will immediately report to the Superintendent, in writing, all cases of assault suffered by him in connection with his employment. This report will be forwarded to the Committee which will comply with any reasonable request from the administrator for information in its possession related to the incident or to the persons involved and will act in appropriate way as liaison between the Manager, police and the courts.

- (b) If criminal or civil proceedings are brought against an administrator alleging that he committed any unlawful act in connection with his employment, the Committee will furnish legal counsel and pay all fees necessary to defend him in such proceedings, provided that the Manager did not act in violation of written School Committee policy at the time of the alleged unlawful act.
- (c) If an appeal from a guilty finding is taken by Jeffrey R. Kollett, the expenses of such appeal shall not be paid for by the Committee unless approved by vote of the Committee.
- (d) The School Committee agrees to reimburse the Manager who has his personal property vandalized on/or about school property, for any damage not covered by the Manager's individual insurance coverage.

## 21. MANAGER'S RESPONSIBILITIES

Jeffrey R. Kollett shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Superintendent or his designee and the Manager. Failure to fulfill the obligations agreed to in this Agreement will be viewed as a violation of the Administrators' Code of Ethics and will be good cause for discharge as noted in Paragraph 4 above.

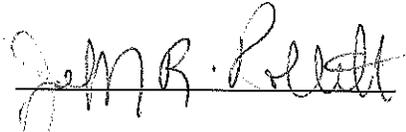
## 22. ENTIRE AGREEMENT

This Agreement embodies the entire understanding and agreement between the District and Jeffrey R. Kollett and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein except as may be provided in a writing signed by both the Committee and Jeffrey R. Kollett. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

## 23. VALIDITY

If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of the Agreement; but said remainder shall be binding and effective upon both parties

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and one counterpart thereof this 29<sup>th</sup> day of MARCH 2016.



JEFFREY R. KOLLETT,  
FACILITIES MANAGER



NORM YVON,  
SUPERINTENDENT OF SCHOOLS

DATE 3/29/16

DATE 3/29/16