Regional School District 12

11A School Street/P.O. Box 386 ~ Washington Depot, CT 06794 Bridgewater ~ Roxbury ~ Washington

EMPLOYMENT CONTRACT

This contract is between Shepaug Valley Regional School District 12 and <u>Donald O'Leary</u>. The purpose of this contract is to specify work year, salary, leaves and benefits for the position of <u>Facilities Manager</u>. This position reports directly to the Superintendent of Schools.

The contract covers the period beginning July 1, 2018 through June 30, 2021.

Work Year

The Facilities Manager shall have a work year of twelve (12) months.

Base Salary

The Facilities Manager will be paid an annual salary of one hundred and seven thousand dollars (\$107,000.00) for the 2018-19 school year. This salary is subject to the required deductions for withholding taxes and other managed or agreed upon deductions. The Board shall establish salary for 2019-2020 and 2020-2021 during the month of June in each year respectively. The salary for 2018-2019 school year shall be retroactive to 1 July 2018.

Annuity

The Board agrees to pay an annual annuity of six and one-half percent (6.5%) of the base salary to a tax-sheltered annuity of the Facilities Manager's choosing. For the 2018-19 contract year, this annuity amount shall be six thousand, nine hundred and fifty-five dollars (\$6,955.00).

Holiday and Vacation Schedule

The Facilities Manager shall have up to a maximum of twenty (20) vacation days and fifteen (15) holidays as designated by the Board. Vacation days are to be approved in advance by the Superintendent of Schools. If the Facilities Manager wishes to schedule his vacation days while school is in session, it shall be at the discretion of the Superintendent. With the written approval of the Superintendent, up to five (5) vacation days can be carried over to the following year, provided that such days carried over must be used in the following year. Upon retirement or resignation of the employee, the employee will be paid the per diem rate for unused vacation days for the current fiscal year.

Sick Days

The Facilities Manager shall be granted fifteen (15) days sick leave with full pay each school year. Unused sick leave shall be accumulated from year to year, so long as the Facilities

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Manager remains continuously employed in the service of Region 12. Sick leave shall be cumulative to 260 days. Upon retirement or death of an employee, the employer will pay \$10.00 per day for unused sick days.

Personal Days and Family Illness

A maximum of three (3) paid days leave per year, non-cumulative, will be granted by the Superintendent by prior arrangement for personal matters which cannot be arranged for a time when school is not in session or during off duty hours.

The Facilities Manager is provided with three (3) Family Illness Days and three (3) Death in Immediate Family Days per year, non-cumulative. For such purposes "Family" shall be defined as spouse, children or other dependent residing in the Facilities Manager's household.

Insurance Benefits

The Board shall provide group term life insurance coverage in the amount of 2x the Facilities Manager's base salary. For the 2018-19 contract year, this amount shall be two hundred and fourteen thousand dollars (\$214,000.00).

The Board shall make available to the Facilities Manager the option to receive health insurance benefits, family medical benefits as set forth in the Region 12's Teachers' contract in effect at the time this contract is executed, with the Facilities Manager assuming responsibility for the same percentage of the premium cost as teachers. The parties shall review and revise this provision if the terms of the medical benefits set forth in the Teachers' contract are changed through negotiations and approved via a Teacher's contract modification.

The Board shall have the right to change carriers/plans for any of the types of insurance described above, provided that the overall level of benefits, when considered as a whole, remain substantially comparable.

<u>Pension</u>

Facilities Manager will be enrolled in Regional School District Number 12 Retirement Plan for non-certified employees in effect at the time of this agreement. Region 12 reserves the right to change said plan from time-to-time at their sole discretion.

Other Provisions

The Facilities Manager hereby agrees that for the aforesaid period, he will well and faithfully and to the best of his knowledge and ability and skill, serve the District as Facilities Manager as the Board of Education and Superintendent may require of him.

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This contract may be terminated prior to the said date as follows:

- a. The parties may, by mutual consent, terminate this Agreement at any time.
- b. The Facilities Manager may terminate this Agreement upon forty (40) business days with written notice to the Superintendent of Schools.
- c. The Superintendent may terminate this Agreement for good cause. Should the Superintendent decide to terminate this contract for cause, he or she shall serve on the Facilities Manager written notice of termination. Such notice shall be accompanied by written statement of reason. Within fifteen (15) days after receipt from the Superintendent of written notice of contract termination, the Facilities Manager may file with the Board a written request for a hearing before the Board which shall be held within twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall send a copy of this decision to the Facilities Manager, setting forth the reasons and evidence for such decision. The Facility Facilities Manager shall have the right to his own counsel, at his own expense. Any time limits established herein may be waived by mutual agreement of the parties in writing. The Board's decision shall be final.

If any of the provision, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of the law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.

This Agreement contains the entire agreement between parties. It may not be amended orally but may be amended by an agreement in writing signed by all parties. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.

| Donald O'lean | 9/18/18 |
|-----------------------------|-----------|
| Donald O'Leary | Date |
| Facilities Manager | |
| Mean Bessett | 9/18/18 |
| Megan/Bennett | Date ' / |
| Superintendent of Schools | |
| Author To | 10/1/2018 |
| Anthony C. Amato | Date |
| Board of Education Chairman | |