

**AGREEMENT  
BETWEEN  
REGIONAL SCHOOL DISTRICT 13 BOARD OF EDUCATION  
AND  
DIRECTOR OF FINANCE**

PREAMBLE

- A. THIS AGREEMENT IS MADE AND ENTERED INTO this 19<sup>th</sup> day of June, 2020 by and between the Regional School District 13 Board of Education (hereinafter referred to as the "Board") and Kimberly Neubig hereinafter referred to as the "Director of Finance").
- B. In accordance with the provisions of this Agreement, the Board does hereby employ Kimberly Neubig as Director of Finance for the Regional School District 13 Public Schools, and Kimberly Neubig does hereby accept employment as Director of Finance for the Board under the terms and conditions hereinafter set forth in this Agreement.

I. CERTIFICATION

- A. The Director of Finance shall maintain all certifications as may be necessary to perform as Director of Finance, in accordance with all applicable statutes and regulations, throughout the term of this Agreement.

II. DUTIES

- A. The Director of Finance shall serve as the Director of Finance for the Board. In harmony with the policies of the Board, State Laws, and State Board of Education regulations, the Director of Finance has the responsibility for the direction of the financial operations of the Regional School District 13 Public Schools and other duties within her areas of responsibility, as directed by the Superintendent on behalf of the Board, consistent with any applicable job description.

III. TERM

- A. This Agreement shall become effective July 1, 2020 and shall remain in effect through and including June 30, 2023. Effective upon signing, this Agreement shall supersede any and all prior contracts and /or other agreements between the Board and the Director of Finance, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.
- B. On or around June 1, 2022, the Director of Finance may request that the Board vote with respect to whether the Board wishes to enter into a new Agreement beyond the terms of this Agreement.

IV. COMPENSATION

- A. The base salary for the Director of Finance for the 2020-2021 school year shall be the

sum of the following:

1. a cash component of \$ \$127,007 payable in biweekly installments, which sum shall be pro- rated for a partial year of service as Director of Finance, and subject to applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits;
2. an additional sum of Three Thousand One Hundred Dollars (\$3,100) for said year, as to which amount the Director of Finance will arrange to have deposited in a tax shelter annuity of her choice, which sum shall be pro-rated for a partial year of service as Director of Finance;

B. The base salary for any subsequent fiscal year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new fiscal year. If no agreement concerning base salary for any subsequent fiscal year is reached, the Director of Finance's salary shall continue at the rate of the preceding

## V. INSURANCE BENEFITS AND WORKING CONDITIONS

### A. SICK LEAVE

1. The Director of Finance shall be entitled to sick leave with full pay up fifteen (15) working days for school year 2020-2021. Unused sick leave shall be accumulated from year to year, so long as the Director of Finance remains continuously in the service of the Board, up to two hundred and thirty-five (235) days.
2. The Director of Finance shall receive an accounting of the accumulated sick days credited to her with the first paycheck of the fiscal year.

### B. PERSONAL LEAVE

1. The Director of Finance may request up to five (5) personal days for school year 2020-2021 for the following reasons:
  - a. illness or death in the immediate family,
  - b. weddings in the immediate family,
  - c. birth of child by spouse,
  - d. graduation ceremonies of immediate family members,
  - e. a court appearance, or
  - f. other personal matters that cannot be conducted outside of the work day.

Immediate Family is defined as spouse, mother, father, wife, husband, son, daughter, brother, sister, grandchildren, or grandparents.

1. Personal leave shall not be used to extend or start a vacation period or holiday.
2. Except in cases of emergency, application for personal leave shall be made to

the Superintendent at least three (3) days before the day is taken.

### C. VACATION LEAVE

The Board will provide the Director of Finance with twenty-five (25) vacation days for 2020-2021, credited at the beginning of each contract year, exclusive of legal or recognized holidays. Vacation days shall be taken in the year subsequent to that in which they are earned. The Director of Finance must obtain prior approval from the Superintendent for any vacation leave taken. Vacation time may not be carried over to another year except by prior approval of the Superintendent. The Director of Finance will be paid for unused vacation days at the time of termination, at the daily rate of 1/235th of the stated annual salary times the number of accumulated days, up to a total of thirty (30) days. In the event of death, unused and accrued vacation will be paid to the Director of Finance's estate.

### D. INSURANCE AND PENSION BENEFITS

1. The Director of Finance is eligible to participate in the High Deductible Health Plan. The Regional District 13 Board of Education will pay 82% of the Director of Finance and her dependent's health insurance premiums. Any portion of premiums for such insurance for which the Director of Finance is responsible shall be paid by the Director of Finance through payroll deduction.
2. In any fiscal year of this Agreement, the Director of Finance may elect to waive, in writing, the insurance coverages provided above in paragraph 1 of this Article, and in lieu thereof may receive a payment of Six Thousand Dollars (\$6,000) Such annual payment will be issued pro-rata and included with the periodic payroll during the fiscal year for which coverages have been waived. In order to receive such payment, the Director of Finance must complete and submit a form provided by the Board indicating her intent not to participate in the Board's insurance coverages, not later than June 30<sup>th</sup> of the prior fiscal year. The Director of Finance may elect to resume Board provided insurance coverages upon written notice to the Board. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, including waiting periods, which may be prescribed by the applicable insurance carrier. In such event, the Director of Finance shall only receive a pro-rated portion of the waiver stipend provided under this section.
3. **Term Life Insurance:** The Board shall provide for the Director of Finance, at its own expense, term life insurance coverage in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000), subject to the Director of Finance's insurability.
4. **Group Disability Insurance:** The Board shall provide for the Director of Finance group disability insurance, at a Board cost not to exceed Eight Hundred Dollars (\$800). Any portion of premiums for such insurance for which the Director of Finance is responsible shall be paid by the Director of Finance through payroll deduction.

### E. CONFERENCE LEAVE/STIPENDS



1. The Board encourages the Director of Finance to continue her professional development and expects her to participate in relevant learning experiences. Subject to a cap of Three Thousand Five Hundred Dollars (\$3,500) per year, the Director of Finance shall attend professional meetings at the local, state, and national level, the expenses to which shall be paid by the Board. Participation in such activities must be approved in advance by the Superintendent. The Superintendent may deny its approval for professional leave if it is not in the best interests of the Board, based on the expense(s) of the professional meetings and/or timing of the Director of Finance's absence from the District for attendance at such professional meetings.
2. The leave referenced immediately above in paragraph 1 of this section will be considered professional leave and will not be charged to the Director of Finance's personal or vacation days.
3. For each fiscal year of this Agreement, the Board shall reimburse the Director of Finance for business-related travel within the school district at a rate established by the IRS.
4. For each fiscal year, the Board will pay the full cost of the Director of Finance's maintaining professional association membership state and national professional organizations. Membership in such organizations must be approved in advance by the Superintendent.
5. For each fiscal year, the Board will pay reasonable educational costs and out-of-pocket expenses for the Director of Finance, provided such costs relate to business or educational responsibilities in the district, or the performance of her duties. Such costs must be approved in advance by the Superintendent.

#### F. PENSION

The Director of Finance, if eligible, shall have the right to enroll in the Board's pension plan subject to the terms, conditions and requirements of such plan, including but not limited to applicable waiting periods, as such terms, conditions and requirements may be amended from time to time.

#### G. HEALTH EXAMINATION

The Board may require health examinations of the Director of Finance and will select the physician. A statement from the examining physician certifying to the physical competency of the Director of Finance to perform her duties shall be filed with the Superintendent and treated as confidential information by the Board. The entire cost of said medical examinations and reports shall be borne by the Board.

#### VI. TERMINATION OF AGREEMENT

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Director of Finance may unilaterally terminate this Agreement at any time for any reason during its term upon sixty (60) days written notice, except that the sixty (60) days' notice is not required if termination is part of an action to implement a new contract

between the parties hereto, in which case the execution of the new agreement shall serve to terminate the prior agreement between the parties.

C. The Board may terminate this Agreement during its term for one or more of the following reasons:

1. Inefficiency or incompetence;
2. Insubordination against reasonable rules of the Board of Education;
3. Moral misconduct;
4. Disability as shown by competent medical evidence;
5. Other due and sufficient cause.

D. In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Director of Finance written notice that termination of her contract is under consideration. Within fifteen (15) days after receipt from the Board of written notice that contract termination is under consideration, the Director of Finance 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 its decision setting for the reasons to the Director of Finance.

E. Such hearing may be in executive or public session, at the option of the Director of Finance. The Director of Finance shall have the right to her own counsel, at her own expense. In the event of termination as a result of a hearing as described above in Sections C. & D., the Board shall pay the Director of Finance her salary, as set forth in this Agreement, through and including the last date on which the Board votes to terminate this Agreement; and she shall receive no other compensation and/or benefits thereafter.

F. Any time limits established herein may be waived by mutual written agreement of the parties.

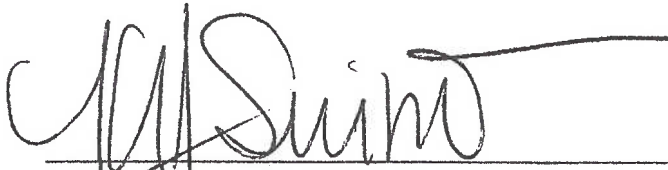
G. The Board retains the power to place the Director of Finance on administrative leave with pay and benefits immediately when serious misconduct is charged. Such placement on administrative leave shall be without prejudice to the rights of the Director of Finance as otherwise provided. The Board also retains the discretion to impose discipline on the Director of Finance, including the issuance of written disciplinary memoranda, and the imposition of periods of suspension without pay.

## VII. GENERAL PROVISIONS

A. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.

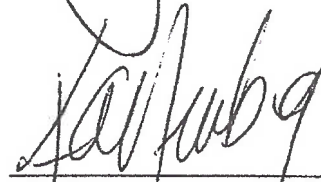
- B. This Agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both parties.
- C. Notices to the Board, as required herein, shall be sent to the Secretary of the Board and notices to the Director of Finance shall be sent to her at her home address.
- D. Salary increases and other changes to compensation and/or benefits will be agreed upon annually between the Superintendent (or his/her designate), the Human Resources Committee of the District 13 Board of Education (or its designate), and the Director of Finance giving consideration to performance, job responsibilities and current economic conditions.
- E. This agreement is being executed on behalf of the Board by Kathryn Y. Serino, Ed.D. Regional School District 13 Superintendent.

The parties hereto set their signatures in agreement.



Kathryn Y. Serino, Ed.D., Superintendent of Schools  
Regional School District 13

6/19/20



Kimberly Neubig, Director of Finance  
Regional School District 13

7/7/2020

Date