

REGIONAL SCHOOL DISTRICT #14

Employment Contract

Director of Human Resources

THIS AGREEMENT made this 1st day of July 2018, by and between Kimberly Culkin, hereinafter referred to as "Director of Human Resources" and Regional School District #14, herein referred to as "Board", for their mutual covenants and consideration hereby agree as follows:

1. **EMPLOYMENT:** The Board hereby employs Kimberly Culkin and she hereby accepts employment as Director of Human Resources of Regional School District #14, upon the terms and conditions hereinafter set forth.
2. **TERM:** The term of said employment is from July 1, 2018 through June 30, 2021.
3. **COMPENSATION:** The salary of the Director of Human Resources for the period July 1, 2018 to June 30, 2019 shall be ONE HUNDRED FIFTY THREE THOUSAND ONE HUNDRED NINETEEN (\$153,119). The salary for the remaining two (2) years shall be negotiated.

4. **SUBSTANTIVE PROVISIONS:**

A. **Health Insurance**

The Board of Education shall pay the cost of the following health insurance for the Director of Human Resources and dependent family members, including unmarried children up to age twenty-six (26), or up to the age prescribed by law, subject to premium cost contribution of 10% for the period July 1, 2018 to June 30, 2019. The premium contribution for the remaining two (2) years shall be negotiated.

- i. A HDHP/HSA Plan with the deductible funded by the Board for each year of the contract subject to IRS and HSA rules, regulations and law. Administrative fees shall be scheduled by the HSA administrator.

Such HSA plan shall be subject to the following:

- In-Network Deductible - \$2,000/\$4,000
- In-Network Co-Insurance - 100%
- Out-of-Network Co-Insurance - 80%/20%
- Out-of-Pocket Maximum - \$5,000/\$10,000
- Preventative Care, subject to a schedule - 100%

The Director of Human Resources can buy-up to a PPO plan, but shall assume all costs in excess of the Board's share of the HDHP/HSA insurance premium.

ii. Flex Dental plan with co-payments and deductibles as described in the dental plan summary on file in the Superintendent's office. Employee premium cost shares for the dental plan shall be twenty-five percent (25%) effective July 1, 2018, twenty-six percent (26%) effective July 1, 2019 and twenty-four percent (24%) effective July 1, 2020.

iii. Group life insurance coverage equal to \$215,000. Upon application to the carrier with evidence of insurability, the Director of Human Resources may purchase an additional \$100,000 of coverage at her own expense.

iv. Long Term Disability Insurance Plan. The Board shall provide monthly coverage payments of 60% of the basic monthly earnings not to exceed \$10,000 per month after a waiting period of one hundred eighty (180) calendar days. For those employed after July 1, 1996, coverage is based upon an approved application of insurability.

v. Notwithstanding any other provision in this Agreement to the contrary, the Board may change or substitute insurance carriers, administrators or managed care organizations for the above-referenced health benefit programs as long as the level of benefits, as stated in the plan of benefits, is equivalent to or better than the existing program. The new carrier network must have an 80% or better match.

vi. Pursuant to Connecticut General Statutes §10-183t, the Director of Human Resources may continue to participate in a group health insurance plan, at her own cost, after retiring from the school district.

vii. A Director of Human Resources who resigns from the regional system after fulfilling her contractual obligations will be covered by insurance benefits until August 31st of that year, unless coverage is elsewhere provided by other insurance prior to August 31st.

B. IRS Section 125 Plans

i. Health Insurance Premiums Flexible Spending Account. Subject to law and independent of the requirements that employees' contribution to the cost of insurance benefits, the Board shall adopt an Internal Revenue Code Section 125 Plan for Board provided health benefit premium sharing by administrators and directors.

ii. Health and Dependent Care Flexible Spending Accounts. In addition, the Board shall implement an IRS Section 125 health care flexible spending account (a "Health FSA") and an Section 125 dependent care flexible spending account (a "Dependent Care FSA"), for the purposes of enabling eligible administrators and directors to divert a portion of their gross salaries, prior to

reduction for federal income taxes, into either one or both such FSA plans to which they are eligible in accordance with the following:

a. Health FSA. Administrators and directors enrolled in the Health FSA may contribute, via automatic payroll deduction on a pre-tax basis the minimum approved by the I.R.S to a maximum of \$2,400 annually per the Plan Year.

b. Dependent Care FSA. Administrators and directors enrolled in the Dependent Care FSA may contribute via automatic payroll deduction on a pre-tax basis the minimum approved by the I.R.S to a maximum of \$5,000 annually per Plan Year.

iii. IRS regulations shall govern the administration of the above plans and the Board may take unilateral action to comply with any changes in the regulations. The Board makes no representations or guarantees as to the initial or continued viability of these plans, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax exempt status of employee insurance premium contributions or modifies a benefit in any other way. So long as the Board makes a good faith effort to comply with the plans, the Director of Human Resources shall make no claim or demand, nor maintain any action against the Board or any of its members, employees or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in any or all of the plans, or from a change in the law which may reduce or eliminate any employee benefit of these plans.

C. Tax Sheltered" Annuity Plan Portion of Base Salary:

i. For the duration of this agreement, the Director of Human Resources shall be eligible to participate in a "Tax Sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370 which shall remain in effect as long as the existing automated payroll can accommodate it.

ii. The Director of Human Resources shall have her base salary increased by the Regional School District No. 14 Board of Education in the amounts hereinafter prescribed per school year from which total base salary the Director of Human Resources shall pay, through a reduction in her base salary (elective deferral), the amounts hereinafter prescribed to an annuity. The amounts hereinabove referenced are as follows:

| Years completed service | Amount |
|-------------------------|---------|
| .5 – 3 years | \$1,125 |
| 4 – 5 years | \$1,625 |
| 6 – 9 years | \$2,625 |
| 10 + years | \$3,625 |

iii. Payments shall be made at the end of each Fiscal Year.

D. Sick Leave

- i. The Director of Human Resources is entitled to fifteen (15) days sick leave per year with full pay. Sick leave can be accumulated up to 225 days.
- ii. The Board reserves the right to request a physician's certificate for personal illness in excess of three (3) consecutive days.
- iii. Upon the retirement, per State Regulations, or death in service, the Director of Human Resources or her beneficiary shall be paid the equivalent of one-half the accumulated sick leave over and above the regular compensation, not to exceed 15% of the last year's salary.

E. Vacation

- i. The Director of Human Resources shall be entitled to vacation days as follows: Twenty five (25) days for the first five (5) years of employment; and thirty days (30) a year thereafter. In the first year of employment, the number of vacation days will be prorated based on the date of hire. On days the buildings are closed and administrators and directors are not required to report to work, they will not be charged a vacation day.
- ii. Up to fifteen (15) unused vacation days, from one contract year may be carried over to the next contract year and may not be accumulated thereafter. If the Director of Human Resources' cap of unused accumulated vacation days drops to fifteen (15) or less days, she shall be able to carryover only up to fifteen (15) unused vacation days and then, only to the next contract year.
- iii. Upon resignation, retirement or death, the Director of Human Resources, or her beneficiary, shall be reimbursed for her unused vacation days, up to a maximum of fifteen (15) days..
- iv. The daily rate of pay shall be determined by dividing the Director of Human Resources' annual salary by 260.

- v. As of July 1st, the Director of Human Resources becomes entitled to the specified vacation days for that year, in addition to any vacation days which she has accumulated, provided she completes the year; if not, the specified vacation days for the final year will be prorated.
- vi. If the Director of Human Resources leaves the system prior to the end of the fiscal year, she or her estate will receive credit for vacation days for that year in an amount proportionate to the portion of the fiscal year in which she was employed, together with any vacation days she has accumulated.

F. Leave of Absence

The Director of Human Resources shall be entitled to the following leaves of absence:

- i. A maximum of three (3) days per year for illness in immediate family which shall be deducted from sick leave allowance. Immediate family is defined as spouse, civil union partner as defined by state statute, children, mother, father, sister and brother, and any other relative living with and dependent upon the employee.
- ii. A maximum of three (3) days for each death in the immediate family or relations. Relations are defined as grandmother, grandfather, mother-in-law, father-in-law.
- iii. If the school system is involved in a court action, and the Director of Human Resources is a party defendant or witness to the action, no deduction from leave time will be made.
- iv. Absence with pay will be granted upon the approval of the Superintendent of Schools for personal business that cannot be transacted outside of working hours, and for bereavement.
- v. Application for leave in accordance with the above provisions will be made to the Superintendent of Schools at least one week before taking such leave unless there is an emergency, in which case notice shall be provided as soon as practical.
- vi. Paid or unpaid leaves of absence with or without benefits may be granted by the Board of Education for purposes of professional advancement, such as accepting fellowships, study grants, etc., upon the recommendation of the Superintendent of Schools, with the approval of the Board.

- G. Payment of Salary**
The Director of Human Resources shall be paid on Friday of every second week.
- H. Travel Allowances**
The Board shall reimburse the Director of Human Resources at the prevailing I.R.S. rate per mile for professional and program related travel. Professional and program related travel shall mean all travel in excess of one daily round trip between home and school.
- I. Holidays**
The Director of Human Resources shall not be required to work on the following holidays:
All legal holidays when school is not in session.
The Friday following Thanksgiving.
- J. Subject to the terms contained herein, reimbursement of tuition costs shall be made to the Director of Human Resources , provided that the Board shall not be obligated to reimburse the Director for more than two courses per semester. In addition, the Board shall not be obligated to provide such reimbursement to the Director of Human Resources for more than three semesters during a calendar year.**
- i. Reimbursement shall not exceed the current course rate for in-state part-time students at the University of Connecticut that is applicable to the degree sought.**
 - ii. All courses submitted for reimbursement must receive prior approval by the Superintendent.**
 - iii. Courses submitted for reimbursement must also meet the following requirements:**
 - a. The course work must be over and above any work required to achieve the intermediate administrators' certificate required by law or by Connecticut Department of Education regulations, and must be toward a professional certificate and/or degree.**
 - b. The Director of Human Resources must receive at least a "B" or comparable grade for the entire course. A transcript or other official record of such grade must be provided.**
 - c. The course work is to be done at an accredited institution.**
 - d. The course work is to be for credit.**
 - e. The course work must be relevant and/or related to education.**

- v. The Director of Human Resources shall submit invoices showing his/her payment of tuition. Reimbursement shall not be due and payable to Director of Human Resources unless and until the Board receives proof of successful completion of the course involved and submission of invoices showing payment of tuition, as set forth herein.

- K. Other Expenses:
The Director of Human Resources shall be reimbursed for out-of-pocket expenses incurred in the performance of her professional duties.

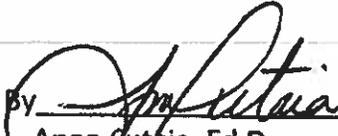
- L. Conference Attendance:
The Director of Human Resources will be encouraged to attend professional conferences related to the performance of her duties. Attendance at such conferences will be with the approval of the Superintendent. Reasonable expenses relating to approved conference attendance will be reimbursed with the approval of the Superintendent.

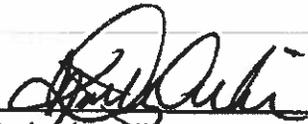
- M. Termination:
 - i. The Director of Human Resources may terminate her contract as of employment date in any year, provided she has given at least ninety (90) days' notice to the Board, or by mutual consent of both parties.
 - ii. The Board may terminate the Contract of Employment during its term for one or more of the following reasons:
 - a. Incompetence
 - b. Insubordination against reasonable rules of the Board of Education
 - c. Moral misconduct
 - d. Disability as shown by competent medical evidence
 - e. Other due and sufficient cause.
 - iii. If the Board seeks to terminate the Contract for one of the above reasons, it shall serve the Director of Human Resources written notice that termination of her contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board that the contract termination is under consideration, the Director of Human Resources may file with the Board a written request for a hearing before the Board, which shall render its decision 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 the decision setting forth the reasons and evidence relied on to the Director of Human Resources. The Board's decision shall be based on the evidence presented at the hearing.

Such hearing may be in executive session or public session at the option of the Director of Human Resources, or as the law requires. The Director of Human Resources shall have the right to her own counsel, at her own expense.

Any time lines established herein may be waived by mutual consent of the parties.

EXECUTION: In witness whereof, the undersigned have executed this contract the day and year aforesaid.

By 
Anna Cutaja, Ed.D.
Superintendent of Schools

By 
Kimberly Culkin
Director of Human Resources

Date: July 30, 2018

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