

**PROFESSIONAL AGREEMENT**  
**Business Manager**

PREAMBLE

- A. THIS AGREEMENT IS MADE AND ENTERED INTO this 30 day of May 2017 by and between the Superintendent of Schools for the Regional Supervision District, the Regional School District No. 4 Board of Education, the Chester Board of Education, the Deep River Board of Education, and the Essex Board of Education (hereinafter referred to as the "District" or the "Member Boards"), serving as chief executive officer of the Boards, located within the State of Connecticut (hereinafter referred to as the "Superintendent"); and Kimberly Allen (hereinafter referred to as the "Business Manager").
- B. The Superintendent has agreed to employ a Business Manager under the provisions of the Agreement Governing the No. 4 Regional School District, and under the terms of this Agreement.
- C. In accordance with the provisions of this Agreement the Superintendent does hereby employ Kimberly Allen as Business Manager of the Boards, and Kimberly Allen does hereby accept employment as Business Manager of the Boards under the terms and conditions hereinafter set forth in this Agreement.

ARTICLE I: CERTIFICATION

- A. The Business Manager shall maintain certification as a School Business Manager in the State of Connecticut, in accordance with all applicable statutes and regulations, throughout the term of this Agreement.

ARTICLE II: DUTIES

- A. The Business Manager shall aid the Superintendent with the task of providing leadership in developing, achieving and maintaining the best possible educational programs to ensure that each student is provided with the richest educational experience the district can provide. The Business Manager is responsible for ten general areas; accounting and reporting, financial planning and budgeting, fiscal operations and accountability, purchasing and supply management, financial personnel management and training, food service operations, grant application and reporting, insurance, collective bargaining, and transportation. Central to the position of Business Manager is demonstration of the ability to function as a partner with the Superintendent, administrative team, and faculty in driving continuous school improvement and demonstration of a commitment to excellence in education and human relations. She shall develop and evaluate business and fiscal operations in the District within the framework of the established policy of the Boards. The Business Manager shall

perform other duties, as deemed necessary in discretion of the Superintendent. Specific duties and responsibilities are outlined in the job description.

- B. The Business Manager shall ensure that rules and regulations of the District and the guidelines established by the District, as well as applicable State laws and regulations, for business and fiscal operations are observed. Within the framework of the policies established by the Member Boards, State Laws, State Board of Education Regulations, and the District's collective bargaining agreements, as well as the general rules and regulations promulgated for the District, the Business Manager may establish such rules as are deemed advisable for the fiscal operation of the district, subject to the approval of the Superintendent. The Business Manager will be responsible for keeping the Superintendent apprised about the conditions and needs of the district.
- C. The Business Manager will work with appropriate staff in developing a proposed budget for the Member Boards and for efforts required to present each Member Board's approved budget to their respective constituencies.
- D. The Business Manager, or her designee as approved by the Superintendent, shall attend meetings of the Boards and shall discuss administrative considerations as part of the regular meeting agendas. The Business Manager shall receive notice of all Board meetings in the District, and she or her designee, as approved by the Superintendent, shall attend such meetings as directed by the Superintendent.
- E. The Business Manager will be responsible for performing duties outlined in the job description for the Business Manager and such other duties as may be assigned by the Superintendent of Schools.

#### ARTICLE III: TERM

- A. This Agreement shall become effective July 1, 2017 and shall remain in effect through and including June 30, 2020. Anything in this paragraph to the contrary notwithstanding, the provisions of the section of this Agreement entitled "Termination of Agreement" shall take precedence and the Business Manager's employment may be terminated at any time during the term of this Agreement under the provisions of such section. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the District and the Business Manager, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

#### ARTICLE IV: COMPENSATION

- A. The base salary for the Business Manager for the 2017-2018 fiscal year shall be the sum of the following:

1. a cash component of one hundred twenty-five thousand dollars (\$125,000), payable in biweekly installments, which sum shall be pro-rated for a partial year of service as Business Manager, and subject to required deductions for the State Teachers' Retirement Fund, 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; and
2. an additional sum of two thousand dollars (\$2,000) for said year, to be paid through payroll in biweekly installments, as to which amount the Business Manager will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, including the catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of her choice from the Boards' list of approved 403(b) vendors pursuant to the Boards' 403(b) plan available to the Boards' employees generally in accordance with IRC Section 403(b), as amended, which sum shall be pro-rated for a partial year of service as Business Manager.

- B. The cash component of the Business Manager's salary for the period July 1, 2018 through June 30, 2019 shall be negotiated prior to July 1, 2018. The cash component of the Business Manager's salary for the period July 1, 2019 through June 30, 2020 shall be negotiated prior to July 1, 2019. Any adjustment in the cash component of the salary shall be in the form of an amendment and shall become a part of this Agreement.

Salary payments as set forth in this Agreement shall be pro-rated for partial years of service as Business Manager and shall be payable in biweekly equal installments.

#### ARTICLE V: FRINGE BENEFITS AND WORKING CONDITIONS

##### A. PERSONAL DAYS

1. The Business Manager shall be allowed five (5) days leave per year, non-cumulative, with no pay deductions for any one of the following reasons:
  - a. Death or illness in the immediate family
  - b. Religious requirement
  - c. Legal requirements
  - d. Birth of a child by family member (3-day maximum)
  - e. College graduation of the Business Manager or immediate family.

2. Immediate family consists of wife, husband, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, son-in-law, and daughter-in-law.
3. Upon request the Superintendent may grant additional days leave for any reason she believes meritorious in addition to those listed in Paragraphs 1 and 2 above.

#### B. SICK LEAVE

1. In the event of personal illness or injury, the Business Manager may take leave with pay, up to eighteen (18) days per year, which shall vest upon the beginning of the term hereof.
2. Unused sick leave shall be accumulated from year to year to a maximum of one hundred ninety-eight (198) days. Upon retirement or death, the Business Manager or her estate will receive an amount equal to the value of the cumulative sick days, such amount not to exceed one thousand, five hundred dollars (\$1,500.00) based on the following:
  - a. To qualify, the Business Manager must have a minimum of eight (8) years of service in the District.
  - b. There shall be no payment for the first one hundred fifty (150) days of cumulative sick leave.
  - c. Cumulative sick days above one hundred fifty (150) shall be compensated for forty dollars (\$40.00) per day up to the maximum one thousand, five hundred dollars (\$1,500.00) set forth above.
3. The Business Manager shall be notified of sick leave accumulation by September 15th of each year.
4. If the Business Manager exhausts her accumulated sick leave, she shall be entitled to a supplemental bank of sixty (60) days sick leave, effective with date of hire. Use of such days by the Business Manager shall require the prior approval of the Superintendent, and the Business Manager must present reasonable evidence of illness to the Superintendent at the time she requests approval for the use of such leave.

#### C. CONFERENCE LEAVE/TRAVEL STIPEND

1. The Business Manager is encouraged to continue her professional development and is expected to participate in relevant learning experiences. Subject to budgeted appropriations, the Business

Manager shall attend professional meetings at the local, state, and national level, the expenses to which shall be paid by the District. Participation in such activities must be approved in advance by the Superintendent. The Superintendent may deny approval for professional leave if it is not in the best interests of the District, based on the expense(s) of the professional meetings and/or timing of the Business Manager'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 Business Manager's personal or vacation days.
3. For each fiscal year of this Agreement, the District shall provide the Business Manager with a payment in the amount of three thousand five hundred dollars (\$3,500), payable in two semi-annual installments, as reimbursement for business-related travel within and between the school districts for which she serves as Business Manager.

#### D. ANNUAL ADMINISTRATIVE WORK SCHEDULE

1. The Business Manager shall work a twelve month schedule, from July 1st through June 30th, and her working days will total two hundred and sixty (260) days. It is expected that the Business Manager shall work each day that school is in session for the school districts which she serves, except as provided by the terms of this Agreement.
2. The Business Manager shall be provided with twenty-five (25) days vacation annually, exclusive of legal holidays. The Business Manager must obtain prior approval from the Superintendent for any vacation leave. Vacation time may not be carried over to another year except by prior approval of the District. The Business Manager will be paid for unused vacation days in the year of termination, at the daily rate of 1/260th of the annual salary times the number of accumulated days. In the event of death, unused and accrued vacation will be paid to the Business Manager's estate.
3. Holidays. The Business Manager shall be entitled to paid holidays on the days designated as holidays by the District.

#### E. INSURANCE BENEFITS

1. Health Insurance: The Business Manager agrees to waive health insurance coverage.

2. Dental and Vision Care Insurance: The Business Manager agrees to waive dental and vision care insurance coverage. .
3. Life Insurance: The District will provide the Business Manager with group term life insurance coverage in the amount of two times the Business Manager's base salary, as set forth above, subject to the eligibility requirements of the carrier(s). The District shall pay ninety-five percent (95%) of the premium costs for such coverage, with the remainder of such premium costs to be paid by the Business Manager through payroll deduction. The Business Manager may elect to waive this provision and have the District's contribution for life insurance apply to a whole life or annuity policy as designated by the Business Manager in writing on an annual basis.

#### ARTICLE VI: EVALUATION

- A. In accordance with the procedures set forth below, the Superintendent shall evaluate and assess in writing the performance of the Business Manager at least annually during the term of this agreement. Such evaluation and assessment shall be reasonably related to the goals and objectives for the Business Manager for the year in question.
- B. Goals and Objectives. It is the intention of the Superintendent to work cooperatively to develop goals and objectives for the Business Manager. Prior to August 1st of the school year, the Business Manager will develop goals and objectives for the coming school year for the Superintendent's review and approval.

#### ARTICLE VII: TERMINATION OF AGREEMENT

- A. The Superintendent and the Business Manager recognize and agree that the Regional Supervision District is the Business Manager's employer under the provisions of this Agreement.
- B. The Superintendent serving as chief executive officer of the Boards and the Business Manager may, by mutual consent, terminate the Agreement at any time. The Superintendent serving as chief executive officer of the Board may also unilaterally terminate this Agreement, without thirty (30) days' notice, with termination effective the commencement of any contract with a newly appointed Business Manager.
- C. Either party may terminate this Agreement for any reason upon prior written notice of thirty (30) days to the other party. If the Business Manager elects to terminate this Agreement, she shall send such notice to the Superintendent of Schools.
- D. The Superintendent, on the Boards' behalf, may terminate the Agreement immediately, if, in her sole judgment, the services rendered by the Business

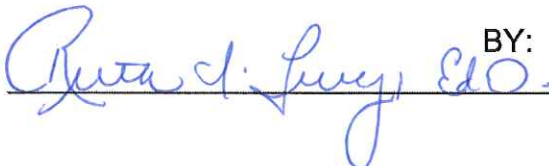
Manager are not performed with the degree of skill and care consistent with industry standards, or are not performed in compliance with all statutes, acts, ordinances, laws, rules, regulations, codes and standards.

ARTICLE VIII: GENERAL PROVISIONS

- A. If any part in 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. The Business Manager is an employee of the Regional Supervision District for the purposes appointment, compensation, and fringe benefits.
- C. 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. In the case of any conflict between the terms of this Agreement and the terms of the Agreement Governing the No. 4 Regional School District (as may be amended from time to time), the terms of this Agreement shall prevail, unless otherwise agreed expressly in writing by the Superintendent serving as chief executive officer of the Member Boards and the Business Manager.
- D. Notices to the District, as required herein, shall be sent to the Superintendent of Schools and notices to the Business Manager shall be sent to her at her home address.
- E. This agreement is being executed on behalf of the Boards by Dr. Ruth Levy, Superintendent of Schools serving as chief executive officer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers, hereunto duly authorized.

Regional Supervision District  
Regional School District 4  
Chester Board of Education  
Deep River Board of Education  
Essex Board of Education

 BY: \_\_\_\_\_

Dr. Ruth Levy, Superintendent of Schools

5/30/17 Date: \_\_\_\_\_

*Kimberly Allen*

BY:

Kimberly Allen, Business Manager

*6/6/2017*

Date: