

REGIONAL SCHOOL DISTRICT NO. 7
BOARD OF EDUCATION

DIRECTOR OF FINANCE AND OPERATIONS' AGREEMENT

AGREEMENT, between the REGIONAL SCHOOL DISTRICT NO. 7 BOARD OF EDUCATION (hereinafter referred to as the "BOARD") and JAMES GASKINS of the Town of Torrington, County of Litchfield and State of Connecticut (hereinafter referred to as the "DIRECTOR OF FINANCE AND OPERATIONS").

1. Duties. The Board hereby employs JAMES GASKINS as the Director of Finance and Operations in the public schools of said District, his powers and duties in that capacity to be such as may be determined by the Board and the Superintendent of Schools. The Director of Finance and Operations shall devote his entire time, attention and energy to the business of the Board and shall assume and perform such reasonable responsibilities and duties as may be assigned to him from time to time by the Board and the Superintendent of Schools.

Notwithstanding the foregoing, the Director of Finance and Operations may undertake consultative work, speaking engagements, lecturing or other professional duties and obligations provided such activities do not in the opinion of the Superintendent of Schools interfere with the meeting of his responsibilities as Director of Finance and Operations. The Director of Finance and Operations agrees to provide written notice to the Superintendent prior to any commitment to undertake such duties and obligations.

2. Compensation. As his entire compensation for his services to the Board, for the 2021-22 school year, the Board shall pay to the Director of Finance and Operations an annual salary of \$136,643.00 in 26 periodic installments. The salary compensation for subsequent years shall be as negotiated between the Board and the Director of Finance and Operations. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become part of the Agreement. If no agreement concerning salary is reached, the Director's salary shall continue at the rate for the preceding year until an agreement is reached. Under no circumstance shall the salary compensation for subsequent years under this Agreement be less than the salary compensation for the prior year.
3. Benefits. In addition to the annual salary the Director of Finance and Operations shall receive benefits as set forth in Appendix A attached hereto and made a part thereof. An annual Board TSA contribution shall be \$6,150.00 and paid in July.
4. Retirement. 7.5% of the salary of the Director of Finance and Operations to be paid to an approved retirement plan.

5. Term. The term of employment shall be for three years from July 1, 2021 to June 30, 2024, unless otherwise terminated in accordance with the provisions of this Agreement.

The anniversary date of this contract will be July 1 of each year. This contract shall be reviewed annually and the Superintendent shall take action determining whether it is extended or not for an additional year and notify the Director of Finance and Operations in writing of his/her action. In the event that the Director of Finance and Operations is hired for a new term, a new contract of employment shall be executed by the parties to supersede this Agreement.

6. Termination by the Board. During the effective period of this Agreement, the Board may terminate the employment of the Director of Finance and Operations for the following reasons:

- a) Inefficiency or incompetence;
- b) Insubordination as to the Board or the Superintendent of Schools;
- c) Disability as shown by competent medical evidence or incapacity;
- d) Elimination of position by Board;
- e) Other due and sufficient cause.

The Board shall give written notice to the Director of Finance and Operations of his termination. If the Director of Finance and Operations requests a hearing on his termination, one shall be held. The Director of Finance and Operations may have counsel of his choice present and call witnesses if he so desires.

7. Termination by Mutual Consent. The parties may terminate this Agreement by mutual consent at any time.

8. Termination by Director of Finance and Operations. During the effective period of this Agreement, the Director of Finance and Operations may terminate his employment for the following reasons:

- a) Failure of the Board to carry out the terms of this Agreement;
- b) By written notice to the Superintendent of Schools not less than ninety (90) days prior to his termination.

9. Notices. Any notice required to be given pursuant to the provisions of the Agreement shall be in writing and by registered mail, and mailed to the parties at the following addresses:

Board of Education: c/o Superintendent of Schools
100 Battistoni Drive, P.O. Box 656
Winsted, Connecticut 06098-0656

Director of Finance and Operations: JAMES GASKINS
29 Middle Lane
Torrington, Connecticut 06790

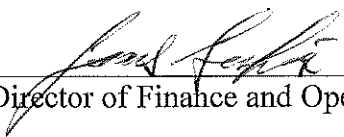
10. Entire Agreement. This entire Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Board of Education of Regional School District No. 7

By: 
Superintendent of Schools

5/21/21
Date


Director of Finance and Operations

5/17/2021
Date

APPENDIX A

Sick Leave: The Director of Finance and Operations is entitled to sick leave with full pay up to eighteen (18) work days in each year of this contract. Unused sick leave shall be accumulated from year to year up to, but not in excess of two hundred twenty (220) work days. For an absence due to illness, substantiation by an attending physician may be required by the Superintendent.

Leave: Personal - Professional

- A. It is recognized that there will be infrequent need for relatively short absences to meet desirable professional objectives and personal requirements. Therefore, in addition to sick leave, leave without loss of pay may be made available to meet professional and personal needs. The maximum allotted leave, no portion of which is accruable, is as follows:
1. Up to a total of four (4) days per year may be allowed without loss of pay because of death in the immediate family. Immediate family is defined as the Director of Finance and Operations' parents, children, siblings, spouse, spouse's parent or any other person who immediately preceding death had been a member of the unit member's household. The Superintendent may grant permission for up to two (2) days' absence in the event of the death of a person not a member of the immediate family.
 2. With the advance approval by the Superintendent, the Director of Finance and Operations may be permitted free time for attendance at recognized educational meetings such as workshops, seminars, conferences, conventions, visiting days, or other professional improvement sessions of special benefit to the school system. The Board shall reimburse him/her for reasonable expenses incurred as a result of attendance at such meetings. A written report may be required of the Director of Finance and Operations by the Superintendent.
 3. The Director of Finance and Operations may be granted two full days or four half days per school year of absence to attend to necessary personal business. Except in the case of an emergency, approval from the Superintendent will be sought twenty-four hours prior to the taking of such leave. Such leave shall not be scheduled the day before of the day after a holiday or vacation without approval of the Superintendent.
 4. The Director of Finance and Operations shall be entitled to up to three (3) days per year for religious holidays when observance of such requires absence from school.
 5. The Director of Finance and Operations may be allowed time off for sickness in the immediate family not to exceed a total of four (4) days per school year. Immediate family is defined as the Director of Finance and Operations' parents, children, siblings, spouse, spouse's parent or any other person who is a member his/her household.

6. Legal Leave – The Director of Finance and Operations shall be granted a legal day of absence when subpoenaed by any political sub-division of the federal, state or local government.

Vacation: Twenty-five (25) vacation days each year. Only twenty (20) of the allotted twenty-five days may be used in the summer unless special approval is given by the Superintendent. Vacation days shall be scheduled at times which are convenient in terms of fulfilling their responsibilities.

Fringe Benefits:

- A. The Board shall provide the insurance benefits set forth below subject to a percentage of premium cost sharing. In each case where the name of a particular company or a specific plan has been used by the Board, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or with any specific plan. In each case, the Board is free to seek comparable insurance with other companies. The Director of Finance and Operations will be subject to a 17% premium cost share in the first year of the contract, 18% premium cost share in the second year and 19% premium cost share in the third year.

1. Participate in a High Deductible Health Care Plan (“HDHP”) with a Health Savings Account (“HSA”) (individual lifetime maximum of \$1,000,000 out of network, unlimited in network). The HSA Plan shall be subject to a \$2,000 individual/\$4,000 family deductible, co-insurance of 100% in network, 80%/20% out of network, and applicable prior authorization requirements in accordance with the general plan description.

Drugs: 100% coverage/no co-pay after exhaustion of deductible if in network, 20% coverage if out of network. The Board shall fund 75% of the deductible (whether individual or family deductible), said payment to be made as follows: 50% shall be paid by the Board on July 1st with the remainder paid through the pay periods over the next six months.

2. Flexible Dental Plan for Director of Finance and Operations and family members with \$50.00 individual and \$150.00 family deductible with 80/20 co-insurance up to \$1,000.00 per person.
3. Vision Care for Director of Finance and Operations and family members.
4. Flexible Dental Plan with Orthodontics Rider (lifetime maximum of \$1,000.00).
5. The Board shall provide Life Insurance equal to two and one-half times the Director of Finance and Operations’ salary. Additionally, the Director of Finance and Operations may purchase at his/her own expense twice the amount of life insurance as provided by the Board. The Director of Finance and Operations may elect in lieu of life insurance an amount up to the amount of said life insurance provided by the Board for the sole purpose of purchasing long-term care insurance.

6. LTD: UNUM Insurance Company. 60% of basic monthly earnings (subject to specified reductions) with \$5,000.00 maximum monthly benefit. 180 days elimination period. Addendum describing the compatibility of unused sick days and the LTD plan will be attached to the policy.
- B. The Board shall maintain the insurance benefits set forth above, except disability insurance, for the Director of Finance and Operations for a period of one year subsequent to his/her retirement date. Thereafter, the unit member may remain a participant in the Board's group insurance plan until eligible for Medicare at his/her expense. To be eligible, the Director of Finance and Operations must have been employed as an administrator by the District for five consecutive years prior to retirement.
- C. Retirement. The Director of Finance and Operations upon retirement who has been employed by the District for at least five years may elect to retire under the following conditions:
1. The Director of Finance and Operations must notify the Superintendent of Schools of the intention to retire on or before January 1 of the school year preceding retirement.
 2. Retirement shall commence July 1 in any year. The District will provide health insurance coverage as set forth above for the Director of Finance and Operations (with five consecutive years of employment in the District prior to retirement) meeting the above conditions for a period not to exceed (see below) years beyond Section B. or until the Director of Finance and Operations becomes eligible for Medicare or until death.
 3. The Director of Finance and Operations may, in lieu of receiving 100% of the above benefit, may, choose in the initial year of retirement, to receive 75% of the benefit each year and thereby entitle his/her spouse to receive 75% of the benefit after the Director of Finance and Operations' death for as long as he/she would have been entitled to receive benefits.