

**DANBURY BOARD OF EDUCATION
DIRECTOR OF FINANCE AGREEMENT
November 1, 2019 – June 30, 2022**

The Board of Education of the City of Danbury, Connecticut (hereinafter referred to as the "Board") hereby agrees to employ Courtney LeBorious, (hereinafter referred to as the Director of Finance) under the terms and conditions hereinafter set forth.

1. DUTIES

The primary area of responsibility of the Director of Finance involves the administration and supervision of the following areas:

Financial Operations and Controls

Responsibilities within this area include the administration of fiscal policies, reporting, financial planning and forecasting, preparation and control of the budget, the preparation of bids and the purchasing of materials and services against these bids, and the control of the fixed asset inventory system. In addition, responsibilities include preparation of various state reports, preparation of grants, where applicable, and accounting and financial reporting of grants. The Director of Finance also supervises the accounts payable operation and the payroll operation and is responsible for coordinating the administration of the general liability and property insurance program.

Additional Areas of Responsibility

The Director of Finance is also responsible for providing overall supervision in the following areas, which are managed by operational personnel: the operation and maintenance of buildings and grounds, school security, student transportation, cafeteria service, and facilities administration. The Director of Finance shall also have responsibility for supervision of health insurance plan administration, including, but not limited to, retiree insurance premium billing and collections.

2. TERM

The term of employment under this Agreement is November 1, 2019 through June 30, 2022. Prior to June 30, 2020 and from time to time thereafter, the Board may vote to extend this contract for an additional period. Absent such action by the Board, this contract shall terminate in accordance with its terms.

3. **COMPENSATION AND FRINGE BENEFITS**

A. The Board hereby agrees to pay to the Director of Finance an annual salary of one hundred seventy four thousand dollars (\$174,000), based upon a fiscal year of July 1 through June 30, prorated in this first year to reflect actual start date through June 30, 2020 and annually thereafter.

B. The base annual salary rate for the Director of Finance for subsequent years shall be set by the Board on an annual basis. The Board shall vote prior to June 30 of each succeeding year on the annual salary for the Director of Finance, which shall not be less than the annual salary for the prior fiscal year.

C. Health insurance and other fringe benefits shall be provided to the Director of Finance in accordance with a written notification of such benefits that the Superintendent shall provide to the Director of Finance on a yearly basis, and which shall be subject to change from time to time. All other benefits are summarized in Appendix A to this Agreement.

D. The Board shall further reimburse the Director of Finance for reasonable expenses incurred in the discharge of his duties, including but not limited to professional association dues, fees and assessments.

4. **EVALUATION**

The Superintendent of Schools shall evaluate and assess the performance of the Director of Finance annually in accordance with an evaluation format developed by the Superintendent after consultation with the Director of Finance.

5. **TERMINATION**

Notwithstanding the provisions of Section 2 of this Agreement, the Board may terminate the employment of the Director of Finance at any time for cause. Prior to taking such action, the Board, acting through the Superintendent, shall provide the Director of Finance with written notice of the reason(s) for recommending termination. Upon the written request of the Director of Finance no more than five days thereafter, the Board of Education shall conduct a hearing concerning that recommendation. After such hearing, the Board shall vote in public session on such recommendation, and any such action shall be final.

6. **GENERAL PROVISIONS.**

A. The Director of Finance shall hold appropriate certification as a school business official from the State Department of Education as a condition precedent

to this Agreement, and the Director of Finance shall maintain such certification in effect throughout any term of employment with the Danbury Board of Education.

B. If any part of this agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

C. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties for the term prescribed herein.

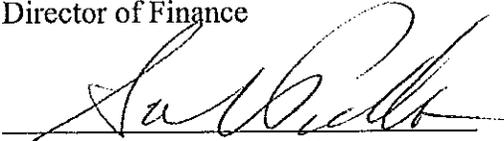
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Date 10/21/2019



Courtney LeBorious
Director of Finance

Date 10/11/19



Dr. Salvatore V Pascarella
Superintendent

Appendix A

LEAVES OF ABSENCE

SICK LEAVE:	Seventeen (17) sick days per annum accumulative to 170 days
PERSONAL LEAVE	Three (3) days
BEREAVEMENT LEAVE	As granted to other Professional Staff Members
MILITARY LEAVE	As granted to other Professional Staff Members
RELIGIOUS HOLIDAY LEAVE	As granted to other Professional Staff Members
MATERNITY LEAVE	As granted to other Professional Staff Members
HOLIDAYS	As granted to other Professional Staff Members
VACATION	27 days annually
INSURANCE BENEFITS	Participation in the High Deductible Insurance Plan with co-insurance at the rate of 12%. Deductibles set at \$2000/single; \$4,000/family coverage. Upon meeting deductible, 10% cost-sharing to a maximum out of pocket of \$250 single/\$500 family. Accompanying Health Care Savings Account, with Employer deposits in the amount of \$1500/single and \$3,000/family coverage annually. Life Insurance Coverage for two (2) times annual salary Long Term Disability Coverage (currently through Sun Life) All other insurance benefit plans as granted to other Professional Staff Members.
PENSION	City of Danbury Pension Plan, with contributions as set by City of Danbury Pension Ordinance, or Teachers' Retirement Board (TRB), as eligible.

**DANBURY BOARD OF EDUCATION
DIRECTOR OF HUMAN RESOURCES AGREEMENT**

July 1, 2019 – June 30, 2022

The Board of Education of the City of Danbury, Connecticut (hereinafter referred to as the “Board”) hereby agrees to employ Kimberly Mango Thompson (hereinafter referred to as the “Director of Human Resources”) under the terms and conditions hereinafter set forth.

1. DUTIES

The Director of Human Resources has responsibility for implementing a comprehensive array of Human Resources services, policies and programs that are effective, efficient, and aligned to District objectives, while cultivating an employee-oriented, high performance culture focused on quality, productivity, support for individual growth, positive employee and labor relations, and commitment to the recruitment, development and retention of a diverse workforce. Primary Responsibilities in the following areas: oversees all components of recruitment, onboarding, staffing assignment, retention and separation; negotiates and implements comprehensive compensation and employee benefit programs through contracts; builds a positive employee/labor relations climate through transparent and effective long range planning and communication; provides strategic guidance to administrators and supervisors on employee relations issues including performance management to insure effective, legally compliant human resources practices that support both the district and employee needs, and resolve ensuing grievances; provides meaningful contribution to the District’s annual budget building process; insures District compliance with all federal, state and local reporting and operational requirements; oversees outside counsel involved in litigation on behalf of the District, and assists staff with compliance with legal process when necessary.

PRIMARY RESPONSIBILITIES

- Supervises and manages a team of human resources professionals to oversee the recruitment, selection, and onboarding of certified and non-certified staff of over 2,000 employees.
- Maintains a core of teaching, paraprofessional and support staff substitutes and oversees their daily placement, working conditions, training, performance and compensation.
- Oversees implementation of the district’s non-teaching staff evaluation system, and works in close collaboration with administrators and supervisors for effective supervision, performance assessment and discipline of all employees. Provides meaningful input to administrators and stakeholders on teacher performance evaluation, implementation of performance improvement plans, and disciplinary action up to and including termination under the Teacher Tenure Act.
- Administers and interprets policies, regulations and employment agreements including Collective Bargaining Agreement for all employees.
- Responds to employee grievances as the Superintendent of Schools designee, including those raised under Collective Bargaining Agreements. Represents the Board at employment-related administrative proceedings before a variety of federal, state and local agencies, including the State Board of Labor Relations, the State Board of

Mediation and Arbitration, the Connecticut Commission on Human Rights and Opportunities, the Equal Employment Opportunities Commission, the Office of Civil Rights, the Department of Children and Families, Connecticut's Unemployment Compensation Commission and Wage and Hour Divisions.

- Chief Negotiator and spokesperson in all contract negotiations with non-certified bargaining units, and liaises with outside counsel as a resource during contract negotiations with certified staff.
- Provides comprehensive personnel related information to assist in the building of the annual appropriation budget for the District from federal, state and local resources.
- Develops and implements a comprehensive recruitment plan that includes attention to diversity and the District's Mission and Vision. Provides an annual, data driven assessment to the Board and stakeholders of the effectiveness of recruitment and efforts at retention of a diverse workforce.
- Develops and implements all Board policies and procedures related to equal employment opportunities and affirmative action activities and programs to achieve a diversified staff. Serves as the Title IX and Americans with Disabilities Act (ADA) Coordinator.
- Develops, maintains and archives job descriptions.
- Supervises the maintenance of personnel files for all current and past district employees in accordance with all regulations, statutes, policies and procedures.
- Supervises teacher certification compliance and oversees compliance with all federal and state personnel reporting requirements.
- Works with the Director of Finance to assess efficiency and effectiveness of health and wellness programs as part of an overall employee benefit program, and negotiates beneficial changes in those plans to benefit members. Interfaces with the District's insurance consultant as needed during collective bargaining.
- Liason to all retained outside counsel to oversee and manage litigation impacting the District in state and local courts. Provides legal counsel to District employees facing legal process including the provision of testimony and compliance with subpoenas.
- Attends Board of Education meetings, prepares reports and presentations as assigned.
- Serves on the Superintendent's Leadership Team and performs special assignments including project management and other related tasks as assigned.

In addition, Ms. Mango Thompson shall serve as Legal Counsel to the Board of Education, and in such capacity she shall provide legal advice at the direction of the Board of Education Chairperson as requested. The Legal Counsel shall also advise the District as to pending litigation matters, contracts to which the Board is a party, and other such legal issues as may arise.

2. TERM

The term of employment under this Agreement is July 1, 2019 through June 30, 2022. Prior to June 30, 2020 and from time to time thereafter, the Board may vote to extend this

contract for an additional period. Absent such action by the Board, this contract shall terminate in accordance with its terms.

3. COMPENSATION AND FRINGE BENEFITS

- A. The Board hereby agrees to pay to the Director of Human Resources, during the period from July 1, 2019 through June 30, 2022, the sum below:
 - (a) For her services during the period from July 1, 2019 through June 30, 2022, including both those services as Director of Human Resources and as Legal Counsel to the Board of Education, an annual cash component of one hundred seventy four thousand two hundred seventy five dollars (\$174,275).
- B. The annual compensation for the Director of Human Resources for subsequent years, as contained in Section 3(A) above, shall be set by the Board on an annual basis. The Board shall vote prior to June 30 of each succeeding year on the annual compensation for the Director of Human Resources, which shall not be less than the annual compensation for the prior fiscal year.
- C. Health insurance and other fringe benefits shall be provided to the Director of Human Resources in accordance with a written notification of such benefits that the Superintendent shall provide to the Director of Human Resources on a yearly basis, and which shall be subject to change from time to time. Such other additional benefits are further defined in Appendix A to this Agreement.
- D. The Board shall further reimburse the Director of Human Resources and Legal Counsel for reasonable expenses incurred in the discharge of her duties, including but not limited to professional association dues, fees and assessments.

4. EVALUATION

The Superintendent of Schools shall evaluate and assess the performance of the Director of Human Resources annually in accordance with an evaluation format developed by the Superintendent after consultation with the Director of Human Resources.

5. TERMINATION

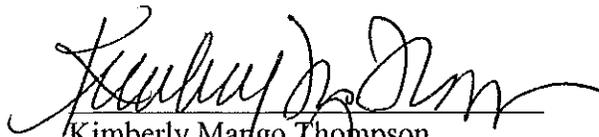
Notwithstanding the provisions of Section 2 of this Agreement, the Board may terminate the employment of the Director of Human Resources at any time for cause. Prior to taking such action, the Board, acting through the Superintendent, shall provide the Director of Human Resources with written notice of the reason(s) for recommending termination. Upon the written request of the Director of Human Resources no more than five (5) days thereafter, the Board of Education shall conduct a hearing concerning the recommendation. After such hearing, the Board shall vote in public session on such recommendation, and any such action shall be final.

6. GENERAL PROVISIONS

- A. If any part of this agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.
- B. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties for the term prescribed herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Date 10/10/19



Kimberly Margo Thompson
Director of Human Resources

Date 10/12/19



Dr. Salvatore V Pascarella
Superintendent

Appendix A

LEAVES OF ABSENCE

SICK LEAVE :	Seventeen (17) sick days per annum accumulative to 170 days
	Accumulative Sick Days: 117.5
	Current 17
	TOTAL SICK DAYS 134.5
PERSONAL LEAVE	Three (3) days
BEREAVEMENT LEAVE	As granted to other Professional Staff Members
MILITARY LEAVE	As granted to other Professional Staff Members
RELIGIOUS HOLIDAY LEAVE	As granted to other Professional Staff Members
MATERNITY LEAVE	As granted to other Professional Staff Members
HOLIDAYS	As granted to other Professional Staff Members
VACATION	27 days annually + 17.5 carryover = 44.5 days
INSURANCE BENEFITS	Participation in the High Deductible Insurance Plan with co-insurance at the rate of 12%. Deductibles set at \$2000/single; \$4,000/family coverage. Upon meeting deductible, 10% cost-sharing to a maximum out of pocket of \$250/single/\$500/family Accompanying Health Care Savings Account, with Employer deposits in the amount of \$1500/single and \$3,000/family coverage annually. All other insurance benefit plans as granted to other Professional Staff Members.
PENSION	City of Danbury Pension Plan