

**DANBURY BOARD OF EDUCATION
DIRECTOR OF SPECIAL EDUCATION AND
PUPIL PERSONNEL SERVICES 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 Kelly Truchsess, (hereinafter referred to as the Director of Special Education and Pupil Personnel Services) under the terms and conditions hereinafter set forth.

1. DUTIES

The primary area of responsibility of the Director of Special Education and Pupil Personnel Services involves the administration and supervision of the following areas:

Responsibilities within this area include the administration of all Special Education programming, including but not limited to oversight of hiring, evaluation and discipline of all certified and non-certified staff who provide services in the area of Special Education programming (including but not limited to Special Education Supervisors, teachers, paraprofessionals, tutors, and all support personnel, such as Occupational Therapists, Physical Therapists, Social Workers, School Psychologists, Guidance Counselors, Facilitators and similar personnel); oversight of PPT and Due Process proceedings with authority to act on behalf of the District as needed; oversight of fiscal policies for Special Education programming, including contribution to the Finance Director's financial planning, forecasting, preparation and control of the budget assigned to Special Education services; preparation and administration of grants, where applicable; preparation and oversight of various state and federal reporting obligations related to the provision of such student services. Additional responsibilities include oversight and management of all reports to the Department of Children and Families, in consultation with the Director of Human Resources and Legal Counsel to the Board of Education. Such other assignments as may be made within the discretion of the Superintendent of Schools.

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 Student Support Services, during the period from July 1, 2019 through June 30, 2022, the sum of paragraphs (a) and (b) below:

(a) For her services during the period from July 1, 2019 through June 30, 2022, an annual cash component of one hundred seventy three thousand eight hundred forty nine dollars (\$173,849).

B. The base annual salary rate for the Director of Student Support Services 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 Special Education and Pupil Personnel Services, 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 Special Education and Pupil Personnel Services in accordance with a written notification of such benefits that the Superintendent shall provide to the Director of Special Education and Pupil Personnel Services 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 Special Education and Pupil Personnel Services 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 Special Education and Pupil Personnel Services annually in accordance with an evaluation format developed by the Superintendent after consultation with the Director of Special Education and Pupil Personnel Services.

5. **TERMINATION**

Notwithstanding the provisions of Section 2 of this Agreement, the Board may terminate the employment of the Director of Special Education and Pupil Personnel Services at any time for cause. Prior to taking such action, the Board, acting through the Superintendent, shall provide the Director of Special Education and Pupil Personnel Services with written notice of the reason(s) for

recommending termination. Upon the written request of the Director of Special Education and Pupil Personnel Services 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.

The foregoing procedures concerning the separation of the Director of Special Education and Pupil Personnel Services shall be supplementary to the procedures for contract termination set forth in Connecticut General Statutes Section 10-151. Notwithstanding anything in this Agreement to the contrary, such procedures shall apply, should the Superintendent make a recommendation for termination in accordance with said Section 10-151.

6. GENERAL PROVISIONS.

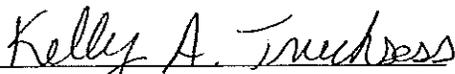
A. The Director of Special Education and Pupil Personnel Services shall hold appropriate certification as an Administrator in Special Education from the State Department of Education as a condition precedent to this Agreement, and the Director of Special Education and Pupil Personnel Services shall maintain 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.

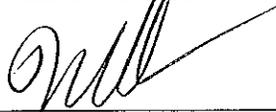
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Date 10/10/19



Kelly Truchess
Director of Special Education and Pupil
Personnel Services

Date 10/10/19



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: 119.5

 Current 17

 TOTAL SICK DAYS 136.5

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 + 19.5 carryover = 46.5 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 Teachers' Retirement Board (TRB).

**DANBURY BOARD OF EDUCATION AGREEMENT
DIRECTOR OF INSTRUCTION AND ASSESSMENT
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 Dr. Kara Quinn Casimiro as the Director of Instruction and Assessment (hereinafter referred to as the Director), under the terms and conditions hereinafter set forth.

1. DUTIES

The primary responsibilities of the Director shall be in the areas of curriculum development, teaching and assessment. More detailed job duties shall be as set forth in the job description and otherwise as assigned by the Superintendent.

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, during the period from July 1, 2019 through June 30, 2022, salary in the amount of one hundred sixty eight thousand eight hundred eighteen dollars (\$168,818).
- B. The base annual salary rate for the Director 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, 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 in accordance with a written notification of such benefits that the Superintendent shall provide to the Director on a yearly basis, and which shall be subject to change from time to time. Such additional benefits shall be further described in Appendix A to this Agreement.

4. **EVALUATION**

The Assistant Superintendent for Schools and District Development shall evaluate and assess the performance of the Director annually in accordance with the evaluation format developed by the Board for the evaluation of certified staff members with administrative assignments.

5. **TERMINATION**

Notwithstanding the provisions of Section 2 of this Agreement, the Board may terminate the assignment of the Director at any time for cause. Prior to taking such action, the Board, acting through the Superintendent, shall provide the Director with written notice of the reason(s) for recommending termination of the Director's assignment. Upon the written request of the Director 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.

The foregoing procedures concerning the termination of the Director shall be supplementary to the procedures for contract termination set forth in Connecticut General Statutes Section 10-151. Notwithstanding anything in this Agreement to the contrary, such procedures shall apply, should the Superintendent make a recommendation for termination in accordance with said Section 10-151.

6. **GENERAL PROVISIONS**

- A. The Director shall hold appropriate intermediate supervisory and administrative certification from the State Department of Education as a condition precedent to this Agreement, and the Director 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 10/16/2019



Dr. Kara Quinn Casimiro
Director of Instruction and Assessment

Date 10/16/19



Dr. Salvatore V Pascarella
Superintendent

Appendix A

SICK LEAVE : Seventeen (17) sick days per annum accumulative to 170 days

Accumulative Sick Days: 84.5

Current on 7/1/18 17

TOTAL SICK DAYS 101.5

PERSONAL LEAVE Three (3) days

HOLIDAYS As granted to other Professional Staff Members.

VACATION 27 days annually + 10 carry over days = 37 vacation days

HEALTH INSURANCE Participation in the High Deductible Insurance Plan with co-insurance at the rate of 12%, with current provider CIGNA

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 As currently provided to Professional Staff Members, currently term life equal to one and one-half (1-1/2) times the total annual salary as defined by this Agreement

All other insurance benefits as granted to other Professional Staff Members.

PENSION As provided by the Connecticut Teachers' Retirement Board

**DANBURY BOARD OF EDUCATION
COORDINATOR OF SITES AND FACILITIES 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 Richard Jalbert, (hereinafter referred to as the Coordinator of Sites and Facilities) under the terms and conditions hereinafter set forth.

1. DUTIES

The primary area of responsibility of the Coordinator of Sites and Facilities involves the administration and supervision of the following areas:

Sites and Facilities

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.

2. TERM

The term of employment under this Agreement is July 1, 2018 through June 30, 2021. Prior to June 30, 2019 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 Sites and Facilities Coordinator, during the period from July 1, 2019 through June 30, 2022 as follows:

- (a) For his services during the period from July 1, 2019 through June 30, 2022, an annual cash component of one hundred ten thousand three hundred forty seven dollars (\$110,347). This compensation shall be for a normal contract term of 260 days.

- (b) As part of his annual base salary, the Board shall pay an additional sum of two thousand five hundred dollars (\$2,500), as to which amount Mr. Jalbert will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under IRC Section 403(b) of the Internal Revenue Code, as amended, including the catch-up limit of IRC Section 414(v), and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice.
- (c) For purposes of reporting the Sites and Facilities Coordinator's base salary to the City of Danbury General Employees Pension Fund, the Board shall include the full amount of the "base annual salary rate" as the sum of (a) and (b).

B. The base annual salary rate for the Coordinator of Sites and Facilities 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 Coordinator of Sites and Facilities, 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 Coordinator of Sites and Facilities in accordance with a written notification of such benefits that the Superintendent shall provide 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.

4. EVALUATION

The Director of Finance shall evaluate and assess the performance of the Sites and Facilities Coordinator annually in accordance with an evaluation format developed by the parties after consultation.

5. TERMINATION

Notwithstanding the provisions of Section 2 of this Agreement, the Board may terminate the employment of the Sites and Facilities Coordinator at any time for cause.

The parties to this Agreement further agree that all claims or disputes between or among them that are related to this employment relationship, including those created by practice, common law, court decision, or statute, including any related to allegations of violations of state or federal statutes related to discrimination, and all disputes about the validity of this arbitration clause, now existing or created later, shall be resolved by neutral binding arbitration. This arbitration shall commence by the filing of a Demand for Arbitration with the American

Arbitration Association in Hartford no later than thirty (30) days following the cause giving rise to the action. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Sites and Facilities Coordinator. The decision of the arbitration shall be final and binding on the parties.

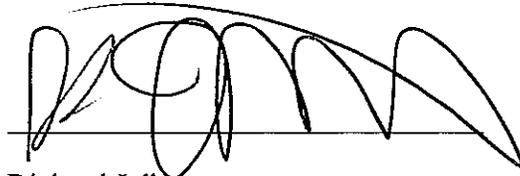
6. **GENERAL PROVISIONS.**

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.

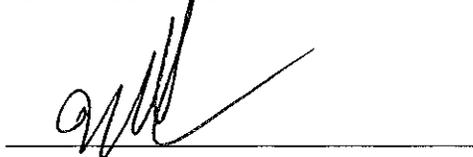
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Date 10/10/19



Richard Jalbert
Sites and Facilities Coordinator

Date 10/10/19



Dr. Sal V Pascarella, Superintendent
Danbury Board of Education

Appendix A

LEAVES OF ABSENCE

SICK LEAVE : Seventeen (17) sick days per annum accumulative to 170 days

 Accumulative Sick Days: 110.5

 Current 17

 TOTAL SICK DAYS 127.5

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 20 days annually + 10 days carryover = 30 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 \$500

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, with contributions as described in City of Danbury Pension Ordinance