

**EMPLOYMENT AGREEMENT
BETWEEN DANBURY BOARD OF EDUCATION
AND ITS SUPERINTENDENT OF SCHOOLS**

This Agreement is a contract of employment made and entered into (hereinafter the "Agreement") by and between the BOARD OF EDUCATION OF THE CITY OF DANBURY (hereinafter the "Board") and SALVATORE V. PASCARELLA (hereinafter the "Superintendent").

In consideration of the mutual promises and agreements contained in this Agreement, the parties hereto agree as follows:

SECTION 1 TERM

- A. The term of said employment shall be from June 30, 2019 through July 1, 2021, unless terminated earlier pursuant to the provisions hereinafter set forth.

- B. On or before June 30, 2020, or at any time thereafter prior to the expiration of this Agreement, the Board shall give the Superintendent notice of its intention to renew or not to renew this agreement for an additional period.

SECTION 2 PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

- A. Certification - At all times during the term of this Agreement, the Superintendent shall hold a valid Superintendent of schools certificate issued by the State of Connecticut.

All additional duties and responsibilities prescribed by the Board shall be consistent with those normally associated with the position of Superintendent of Schools in the State of Connecticut.

SECTION 3 COMPENSATION

A. The base salary of the Superintendent for the period from June 30, 2019 to July 1, 2021, shall consist of the following two components:

(1) an annual cash payment two hundred twenty eight thousand eight hundred seventy four dollars (\$228,874); and

(2) nine thousand dollars (\$9,000), payable by the Board at the Superintendent's direction to a tax-sheltered annuity contract pursuant to a legally binding salary reduction agreement in accordance with section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended.

Periodic salary payments due hereunder are payable in accordance with Board policy governing payment of compensation to the Board's certified employees assigned to positions requiring an intermediate administrator or supervisory certificate issued by the State of Connecticut.

B. The annual compensation for the Superintendent 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

purchased by the Superintendent in accordance with section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended.

2. The Superintendent shall be entitled to the paid-up benefit, cash surrender value or other equity in such annuity and/or life insurance policy purchased by the Board at his discretion during the term of this agreement and/or upon separation or termination of employment.
3. Should the Superintendent die during the term of this agreement, his heirs or estate shall be entitled to all benefits resulting from such annuity and/or life insurance purchased by the Board.

SECTION 4 LEAVES OF ABSENCE WITHOUT LOSS OF PAY

- A. Vacation - The Superintendent shall earn vacation days, exclusive of Saturdays, Sundays and those legal holidays accorded other administrative employees of the Board, at a rate of thirty (30) days per contract year. The Superintendent shall be able to carry over vacation days from one contract year to the next contract year. In the event that the Superintendent leaves the employ of the Board, the Board shall compensate the Superintendent for all unused vacation time based upon a per diem rate of 1/260th of his annual salary.
- B. Sick Leave - The Superintendent shall have seventeen sick days each contract year. Those sick days earned which are not used will accumulate

H. Changes in Benefits Provided to Other Groups - Should there be changes in benefits provided to other administrative employees of the Board, the parties shall discuss whether and to what extent such changes should be made to the benefits provided to the Superintendent under this Agreement, provided however that any such changes will be made only by mutual agreement in writing.

SECTION 5 OTHER BENEFITS

A. Insurance - The Board shall provide the Superintendent and his dependents the same health insurance benefits (Hospitalization, Medical, Major Medical, Dental and Prescription Drug), long term disability and life insurance (2x annual salary) benefits in the same manner (excluding cost sharing provisions) as are provided for other certified employees of the Board covered by the contract between the Board and NEA-Danbury, as such benefits may change from time to time.

B. Reimbursement of Expenses - The Superintendent is authorized to incur and the Board shall reimburse reasonable expenses to be paid or reimbursed to the Superintendent in the discharge of his duties, including, but not limited to, expenses for professional association dues and fees; attendance at professional conferences and meetings on national, state and local levels; travel (excluding travel by use of the Superintendent's automobile), meals, lodging, and similar items related to his employment.

of his duties impossible, the Board may, at its option, terminate this Agreement whereupon the respective duties, rights and obligations hereof shall terminate. In that event, the Board shall pay all vacation leave, fringe, disability and other benefits due at the time of termination and shall continue to pay the cost of the Superintendent's insurance benefits for what would have been the remaining term of the Agreement.

- B. In addition to A above, termination may occur at any time before the expiration of the Agreement and of any extensions of the Agreement as follows:
1. This contract may be terminated by mutual consent of both parties provided the Superintendent gives written notice of at least NINETY (90) days to the Board.
 2. The Board may terminate this contract for due and sufficient cause, provided that prior to termination of the contract, the Board shall give the Superintendent prior written notice that termination for this contract is under consideration. Such notice shall be accompanied by a written statement of the reasons for proposed termination. Within TEN (10) days of receipt of the notice of the intent to terminate the contract, the Superintendent may file a written request for a hearing before the entire Board and such hearing shall be held within TWENTY (20) days after receipt of the written request. A decision to terminate shall be rendered by

otherwise modified except by a written instrument signed by both the Board and the Superintendent.

- C. This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations and written or oral agreements with respect to the employment of the Superintendent.
- D. The terms of this Agreement shall be interpreted and governed by the laws of the State of Connecticut.
- E. This Agreement may not be changed except by a writing signed by the party against whom enforcement thereof is sought.
- F. If any provision of this Agreement shall be declared void or unenforceable by any court or administrative body of competent jurisdiction, such provision shall be deemed to have been severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects to be valid and enforceable.

SECTION 8 ARBITRATION

Any claims, disputes or controversies arising out of or relating to this Agreement between the Board and the Superintendent, up to and including termination of the employment relationship, shall be

**DANBURY BOARD OF EDUCATION AGREEMENT
ASSISTANT SUPERINTENDENT FOR SCHOOL
AND DISTRICT DEVELOPMENT
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 Kevin L. Walston as the Assistant Superintendent for School and District Development (hereinafter referred to as the Assistant Superintendent), under the terms and conditions hereinafter set forth.

1. DUTIES

The primary responsibilities of the Assistant Superintendent shall be in the areas of Teaching, Learning, Community Engagement and Organizational Development. 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 Assistant Superintendent, during the period from July 1, 2019 through June 30, 2022, salary in the amount of one hundred eighty four thousand five hundred dollars (\$184,500).
- B. The base annual salary rate for the Assistant Superintendent 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 Assistant Superintendent, 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 Assistant Superintendent in accordance with a written notification of such benefits that the Superintendent shall provide to the Assistant Superintendent 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 Superintendent of Schools shall evaluate and assess the performance of the Assistant Superintendent 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 Assistant Superintendent at any time for cause. Prior to taking such action, the Board, acting through the Superintendent, shall provide the Assistant Superintendent with written notice of the reason(s) for recommending termination of the Assistant Superintendent's assignment. Upon the written request of the Assistant Superintendent 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 assignment of the Assistant Superintendent 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 Assistant Superintendent shall hold appropriate intermediate supervisory and administrative certification from the State Department of Education as a condition precedent to this Agreement, and the Assistant Superintendent 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 9.20.19



Kevin L. Walston
Assistant Superintendent for School and
District Development

Date 9-20-19



Dr. Salvatore V Pascarella
Superintendent

Appendix A

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

Accumulative Sick Days: 12

Current 17

TOTAL SICK DAYS 29

PERSONAL LEAVE Three (3) days

HOLIDAYS As granted to other Professional Staff Members.

VACATION 27 days annually + 16 carry over days = 43 vacation days

HEALTH INSURANCE Participation in the High Deductible Insurance Plan with co-insurance at the rate of 11%, 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