

MONTVILLE BOARD OF EDUCATION

DIRECTOR OF SPECIAL EDUCATION EMPLOYMENT AGREEMENT

It is hereby agreed by and between the Board of Education of the Town of Montville (hereinafter “the Board”), acting through Dr. Dianne Vumback, its Superintendent, and Kristen Brewer (hereinafter “Director of Special Education”) that the Board hereby employs Kristen Brewer as Director of Special Education for the Montville Public Schools upon the terms and conditions hereinafter set forth.

I. CERTIFICATION.

This Agreement shall be effective on the date of execution by both the Director of Special Education and the Superintendent, subject to and contingent on the Director of Special Education possessing and presenting to the Board a valid administrative and supervisory (092) certificate issued by the State of Connecticut enabling her to serve as Director of Special Education. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate, this Agreement shall terminate accordingly by its terms.

II. DUTIES.

The position of the Director of Special Education is a full-time, twelve-month position. The duties of the Director of Special Education shall be those set forth in the Job Description for the position and otherwise as determined by the Superintendent.

III. TERM OF EMPLOYMENT.

The term of employment of the Director of Special Education shall be for the period from July 1, 2026, to June 30, 2027. On or before May 1, 2027, the Superintendent shall inform the Director of Special Education in writing whether she will be recommending an extension of this contract. Notwithstanding the foregoing, this contract is subject to termination in accordance with Section VI. On or before April 1, 2027, the Director of Special Education shall present the Superintendent with this clause.

IV. COMPENSATION.

The annual base salary of the Director of Special Education shall be the sum of (a) one hundred seventy seven thousand one hundred sixty dollars (\$177,160), to be paid in periodic payments in accordance with the established pay dates for the school district, and (b) an additional sum equal to four thousand six hundred eleven dollars (\$4,611) to be paid to the Director of Special Education in substantially equal installments during the year as to which amount the Director of Special Education will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, if applicable, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with Section 403(b) of the Internal Revenue Code, as amended.

V. FRINGE BENEFITS.

- A. Sick Leave. The Board shall provide the Director of Special Education with 18 sick days annually, which shall accrue on July 1 each year and be accumulated from year to year, cumulative to a maximum of 225 days. Up to fifteen days per year may be used for illness in the immediate family. Should absences due to illness continue beyond the period of time for which compensation is provided, upon the recommendation of the Superintendent, the Board will consider an extension of sick leave benefits. Length and quality of service shall be a factor in any such consideration.

Sick days cannot be accumulated for the purposes of retirement benefit.

- B. Vacation. The Board shall provide the Director of Special Education with 27 vacation days annually, with such days to be taken during the year in which they are earned. With prior approval by the Superintendent, the Director of Special Education may carry over up to five (5) days in addition to the annual vacation entitlement and any remaining vacation days will be forfeited. Vacation days for a partial year of service shall be prorated. Vacation will not accumulate or be carried over from year to year. Given unusual and extenuating circumstances, the Superintendent may extend the number of days in this provision. Scheduling of vacation days will be subject to the prior approval of the Superintendent. Subject to limitations above, upon termination of employment the Superintendent will be paid for up to ten (10) unused vacation days provided the funds are available.
- C. Holidays. The Director of Special Education shall have the holidays on which the Board offices are closed.

- D. Personal Leave. The Board shall provide the Employee annually with four (4) personal absence days for business which cannot be conducted outside of normal working hours. Personal days may not be used to extend a vacation or holiday. Such days shall not be carried over from year to year and shall not be paid upon resignation, termination or retirement.

A request for personal leave shall be submitted via the electronic absence management system, the reason for the request must be entered at least three (3) work-days in advance, whenever possible.

Upon request, the Superintendent is authorized to grant additional days of personal leave for any reasons the Superintendent believes meritorious

- E. Bereavement Leave. The Board shall provide the Employee with five (5) days of bereavement leave annually to be utilized for the death of an immediate family member, specifically child, spouse, parent, grandparent, sibling, in-laws, aunt or uncle, niece or nephew.
- F. Health Insurance. The Board shall provide the Director of Special Education and her dependents with the same health insurance coverage, with the same premium cost share, as is provided to district administrators under the collective bargaining agreement between the Board and the Montville Administrators' Association at the time this Agreement is signed. Should such health insurance coverage change, this provision is subject to revision.
- G. Group Life Insurance. The Board shall provide the Director of Special Education term life insurance in the amount of Four Hundred Thousand Dollars (\$400,000).
- H. Automobile Allowance. The Director of Special Education shall receive a transportation allowance of Three Thousand Dollars (\$3,000) annually to defray the expenses of the maintenance and operation of an automobile and for other transportation costs while performing obligations pursuant to this Agreement, which shall be reported to the Director of Special Education as additional taxable income in accordance with the applicable IRS requirements. Travel outside of the district for school business will continue to be fully reimbursable in accordance with Board policy.
- J. Conference Leaves:
1. When it is evident that conference attendance or the observation of an activity in another school system will contribute to the effectiveness of the instructional program, the Superintendent may grant leave, or permission to observe an activity in another school system, to the Employee without loss of pay. All requests are to be submitted one

week in advance to the Superintendent through the electronic Absence Management System on a Conference Request Form.

2. The Board agrees to reimburse the Employee attending a convention or conference or observing activities in another school system as follows:
 - i. Reimbursement is granted only upon completion of a Conference Request Form which may
 - ii. then be approved by the Superintendent. Reimbursement will be granted for approved
 - iii. expenses only and shall be paid within thirty (30) days after the leave ends.
3. Such leave will be considered professional leave and will not be charged to the Employee's personal days.

K. When the Director of Special Education is called to jury duty, he/she shall promptly notify the Superintendent. If the Director of Special Education cannot be excused, leave shall be granted. This leave shall not be deducted from sick leave or from personal days. The Director of Special Education shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

L. The Board agrees to reimburse the Director of Special Education for one three (3) credit course per year at state universities in appropriate subject areas.

An appropriate subject area is defined as one that falls within the scope of the Director of Special Education 's supervisory responsibilities.

The Director of Special Education must receive prior approval from the Superintendent before enrolling in a course if she is to receive reimbursement for said course. In every instance, the Superintendent shall make the determination as to whether or not the course in question is deemed appropriate.

VI. TERMINATION.

- A. This Agreement may terminate by mutual agreement in writing at any time.
- B. This Agreement may terminate in accordance with its terms if it is not extended or the Director of Special Education no longer possesses valid certification for the position.
- C. The Director of Special Education may terminate this Agreement by submitting her resignation in writing to the Superintendent with no less than

sixty (60) calendar days' advance notice prior to the effective date of the resignation.

D. During the contract term, this Agreement may be terminated as follows:

1. Non-renewal or termination of employment in accordance with the Teacher Tenure Act, Conn. Gen. Stat. § 10-151, shall operate to terminate this Agreement.
2. This contract shall terminate if the Board eliminates the position of Director of Special Education, on the effective date of such termination.
3. In addition, the Superintendent may terminate this Agreement by providing written notification of such termination to the Director of Special Education after providing notice and support if the Director of Special Education does not demonstrate effective performance in her position, as determined by the Superintendent. Upon such termination, the Superintendent may reassign the Director of Special Education to another certified position within the Montville Public Schools.

At the request of the Director of Special Education, the Board of Education will review the Superintendent's decision to terminate this Agreement in accordance with this Section D(3) as follows:

- a. Within five (5) business days after receipt from the Superintendent of notice of termination of this Agreement, the Director of Special Education may request from the Superintendent a written statement of the reasons for such termination, which the Superintendent shall provide within the next succeeding five (5) business days. The Director of Special Education may then request that the Board of Education convene a meeting to review the Superintendent's decision, in executive or open session as requested by the Director of Special Education. The Board shall convene such meeting promptly, and it shall hear from both the Superintendent and the Director of Special Education. The Board shall then either affirm or reverse the Superintendent's decision to terminate this Agreement, provided that it shall affirm the decision of the Superintendent unless the Board finds such decision to be unreasonable.
- b. During such proceedings, reassignment of the Director of Special Education shall be held in abeyance, provided that

the Superintendent reserves the right to place the Director of Special Education on administrative leave with pay and without prejudice pending the Board's decision.

VII. MISCELLEANOUS.

A. Evaluation

The Superintendent shall evaluate the Director of Special Education in writing at least annually. Such evaluation shall be based on the evaluation procedures of the administrator evaluation and support plan developed in accordance with Conn. Gen. Stat. § 10-151b, as the Superintendent may modify such evaluation and support plan in consultation with the Director of Special Education to address the specific responsibilities of the Director of Special Education.

B. Outside activities

The Director of Special Education may undertake limited consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, including but not limited to teaching, provided such activities do not interfere with the meeting of her responsibilities as Director of Special Education. When such activities provide remuneration, the Director of Special Education shall obtain permission from the Superintendent in advance.

C. Amendment

This Agreement incorporates the entire understanding of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

D. Applicable Law and Severability

This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Danbury Judicial District.

If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then

continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

SUPERINTENDENT

EMPLOYEE

By _____
Dianne Vumback, Ed.D.

Kristen Brewer