RESOLUTION

concerning

CANCELLATION OF ALLEGED INDEBTEDNESS

of

TOWN OF DANBURY FOR PRACTICE SCHOOL OPERATIONS

January 12, 1979

WHEREAS, The final audit of the records of the Town of Danbury, which relate to the agreement between the Town of Danbury and the State of Connecticut for the operation of practice schools in the Town of Danbury, disclosed an apparent omission in billing and reimbursement for supplies used during one of the years covered by the agreement, and

WHEREAS, Documentation now available seems to be inadequate to substantiate conclusively that an obligation of the Town of Danbury either does or does not exist in relation to the year in question and, if it does, in what amount, and

WHEREAS, The Trustees believe that statements made by members of the staff of Western Connecticut State College and by representatives of the Town of Danbury, who had some involvement at the time in activities related to the practice school operation, fairly present the situation as it developed, be it

RESOLVED, That the Executive Director is hereby directed to seek the Governor's authorization to cancel the alleged claim in the amount of $10,003.42, under the provisions of Section 3-7 of the General Statutes.

A Certified True Copy:

James A. Frost
Executive Director
January 15, 1979

The Honorable Clarice A. Osiecki
House of Representatives
State Capitol
Hartford, CT 06115

Dear Representative Osiecki:

Enclosed please find a copy of the Trustees' Resolution #79-2, dated January 12, 1979. I am hopeful that we will be able to put an end to the allegation that the Danbury public school owes a debt to the State. I will inform you of the results.

Sincerely,

James A. Frost
Executive Director

b
encl.
STATE OF CONNECTICUT
BOARD OF TRUSTEES
FOR THE STATE COLLEGES
P. O. BOX 2008
NEW BRITAIN, CONNECTICUT 06050
TEL. NEW BRITAIN: 203-229-1607
TEL. HARTFORD: 203-566-7173

RESOLUTION

concerning

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of
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A Certified True Copy:

[Signature]
James A. Frost
Executive Director
January 12, 1979

The Honorable Carl R. Ajello
Attorney General
30 Trinity Street
Hartford, CT 06115

Dear Mr. Ajello:

This is a request that you recommend to the Governor that, under authority granted in Section 3-7 of the General Statutes, a claim against the Town of Danbury, in the amount of $10,000.42, be cancelled because of uncertain circumstances surrounding the claim. We believe that the following explanation, together with the accompanying copies of the audit report, various letters and other materials, should justify the position that the Board of Trustees for State Colleges now is taking with regard to this matter.

An agreement of August 4, 1903 between the Town of Danbury and the State Board of Education provided for the operation of practice schools furnished by the Town and staffed by teachers employed by the State Board of Education. This agreement included formulas for the reimbursement by the Town to the State for teachers' services and for supplies. An agreement executed in the fall of 1968 superseded the 1903 agreement with the operation of practice schools, as such, being eliminated and the only reimbursement being applicable to those college employees who continued to teach in the public schools of Danbury.

During the course of the examination of the records of the Town of Danbury, our auditor was given information which led to the assumption that the Town had neither been billed nor had paid for supplies for the 1965-1966 fiscal year. This assumption was supported by a memorandum from an employee of Western Connecticut State College which stated that no reimbursement was received for the 1965-1966 year and, also, by a Town employee's indication that there was no record of any payment having been made. Further, the 1903 agreement had not been amended to reflect any change in the terms for reimbursement.

An argument now is being made to the effect that a payment which was applied in the audit report to the 1966-1967 fiscal year actually applied to the 1965-1966 fiscal year and that no obligation was incurred beyond June 30, 1966. Support for this argument comes from minutes of a December 14, 1966 meeting of the Danbury Board of Education; from a December 19, 1966 letter
written by Edward A. Sillari, Superintendent of Schools; and from letters written by Dr. Ruth A. Haas on September 27, 1978 and by Dr. Stephen K. Lovett on August 8, 1978 setting forth their recollections of the circumstances pertaining to an informal agreement between Western Connecticut State College and the Danbury Board of Education for the transfer of the responsibility for the furnishing of supplies from the college to the Town.

Unfortunately, the Danbury Board of Education minutes provided no effective date for the change. Unanswered is a question relative to the source of supplies for the September - December 1966 period.

Inasmuch as significant positive proof to support either contention seems to be lacking, and inasmuch as a cordial, cooperative relationship has always existed between the college and the Town, the Board of Trustees for State Colleges believes that the claim set forth in the audit report should be cancelled and has passed Resolution #79-2 to document this belief.

Accompanying this letter are copies of the following:

1. Board of Trustees Resolution #79-2
2. Audit Report
3. Agreement between State and Town – 8/4/03
4. Agreement between State and Town – 10/21/66
5. Letter 12/19/66, E. A. Sillari to S. K. Lovett
6. Memorandum 3/4/70, F. Travoska to J. Bardani
8. Letter 8/10/78, G. Braun to J. Frost
10. Letter 8/16/78, J. A. Frost to R. M. Bards
11. Letter 9/27/78, C. A. LaMar to C. Robinson
12. Danbury Board of Education minutes - 12/14/66
13. Letter 10/6/78, R. M. Bards to J. A. Frost

This matter has been discussed with Assistant Attorney General Robert Walsh.

If further information is needed, I shall be pleased to try to obtain it for you.

Sincerely,

James A. Frost
Executive Director

encl.

cc: F. R.
STATE OF CONNECTICUT
BOARD OF TRUSTEES
FOR THE STATE COLLEGES
P. O. BOX 2008 NEW BRITAIN, CONNECTICUT 06050
TEL. NEW BRITAIN: 203-229-1607 TEL. HARTFORD: 203-566-7373

RESOLUTION

concerning

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Governor's authorization to cancel the alleged claim in the
amount of $10,003.42, under the provisions of section 3-7 of
the General Statutes.

A Certified True Copy:

James A. Frost
Executive Director
An audit for the fiscal years ended June 30, 1966 through June 30, 1976 was made of certain records maintained by the Board of Education of the Town of Danbury to verify records in connection with reimbursements made to the State of Connecticut, Western Connecticut State College, for expenditures made for supplies and State teachers' salaries in the teacher training model and practice schools operated at the Junior High School and the Roberts Avenue and Locust Avenue Elementary Schools.

In compliance with the Agreement of the Town of Danbury and the State Board of Education, dated August 4, 1903, the Town of Danbury was required to pay to the State of Connecticut a sum of money determined in accordance with the following contract specifications:

"Section V: The Town of Danbury shall pay or cause to be paid so much of the salary of each teacher as equals the average amount paid other teachers in the same grade within said town."

"Section VI: The Town of Danbury shall pay or cause to be paid so much for supplies for said schools as shall equal the average amount per scholar in other schools of same grade within said town multiplied by the number of scholars in these schools."

In 1968, the above agreement was superseded by an agreement entered into between the State of Connecticut, Board of Trustees for State Colleges and the Board of Education of the Town of Danbury, Connecticut.
In compliance with this agreement, accepted by the Board of Trustees for State Colleges on September 18, 1968, all expenses for the operation and maintenance of the schools were to be assumed by the Danbury Board of Education except for the salaries of certain State College teachers who continued to serve in Danbury schools.

Western Connecticut State College was to be reimbursed by the Town of Danbury for these salaries in accordance with the average salary paid by the Danbury Public Schools for teachers in the same grade level.

The teachers' salaries as entered on schedules prepared by the Board of Education were verified to the individual teachers' contracts at certain grade levels selected for verification in each school year.

A review of records available revealed that the reimbursement for supplies as required under the contract of August 4, 1903, was made as required except for the 1965-1966 school year. Since the specific data required for the billing of supplies in accordance with the contract was not available for that year due to the loss of records in the bombing of City Hall, an average of the payments made for the reimbursement of supplies in 1963-1964, 1964-1965, and 1966-1967 has been computed to provide a basis for establishing the amount due to the State for 1965-1966 as shown in the following schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount Reimbursed for Supplies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1963-1964</td>
<td>$ 9,363.93</td>
</tr>
<tr>
<td>1964-1965</td>
<td>9,705.38</td>
</tr>
<tr>
<td>1966-1967</td>
<td>10,940.95</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$30,010.26</strong></td>
</tr>
</tbody>
</table>

Based on a total cost of $30,010.26 for a three year period, the average cost for supplies during this period amounts to $10,003.42. The 1966-1967 school year was the last year in which supplies were purchased for the model and practice schools by the State.
The above amount has been entered in the attached schedule showing a balance due to the State of Connecticut of $10,003.42 for reimbursement for supplies for the 1965-1966 school year. It is recommended that a billing be submitted by Western Connecticut State College to the Board of Education, Town of Danbury, in the amount of $10,003.42 for reimbursement for supplies for 1965-1966.

June 15, 1978

Joseph J. Bardani
Assistant Fiscal Officer
Teacher Training Schools
Town of Danbury

Schedule Showing Payments to the State
For Reimbursement of Teachers Salaries and Supplies

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Teachers Salaries</th>
<th>Supplies</th>
<th>Payments Received</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1964-1965</td>
<td>161,210.15</td>
<td>10,003.42</td>
<td>161,210.15</td>
<td>9,705.38</td>
</tr>
<tr>
<td>1965-1966</td>
<td>159,752.98</td>
<td>10,940.95</td>
<td>169,458.36</td>
<td>19,708.00</td>
</tr>
<tr>
<td>1966-1967</td>
<td>146,306.51</td>
<td></td>
<td>142,726.67</td>
<td>20,944.37</td>
</tr>
<tr>
<td>1967-1968</td>
<td>111,237.53</td>
<td></td>
<td>115,211.03</td>
<td>24,524.21</td>
</tr>
<tr>
<td>1968-1969</td>
<td>77,413.29</td>
<td></td>
<td>87,960.58</td>
<td>10,003.42</td>
</tr>
<tr>
<td>1969-1970</td>
<td>105,178.00</td>
<td></td>
<td>63,106.80</td>
<td>52,074.62</td>
</tr>
<tr>
<td>1970-1971</td>
<td>89,963.00</td>
<td></td>
<td>42,071.20</td>
<td>99,966.42</td>
</tr>
<tr>
<td>1971-1972</td>
<td>93,649.00</td>
<td></td>
<td>136,787.50</td>
<td>56,827.92</td>
</tr>
<tr>
<td>1972-1973</td>
<td>99,358.45</td>
<td></td>
<td>96,503.76</td>
<td>59,682.61</td>
</tr>
<tr>
<td>1973-1974</td>
<td>93,915.30</td>
<td></td>
<td>143,594.49</td>
<td>10,003.42</td>
</tr>
<tr>
<td>1974-1975</td>
<td>73,714.00</td>
<td></td>
<td>73,714.00</td>
<td>10,003.42</td>
</tr>
</tbody>
</table>

*Amount determined by Audit.
And whereas, the state board of education is desired by said town of Danbury to immediately commence expenditures for said building.

Now, therefore, the town of Danbury hereby agrees with and promises the state of Connecticut and Abiram Chamberlain, Fenn Roberts, Edward D. Robbins, William H. Palmer, Jr., George H. Carrington, William G. Sumner, and Charles D. Hine, constituting the state board of education of the state of Connecticut, and their successors in office, as members of said board, as follows:

I. Said town will always hereafter furnish and, except as hereinafter provided, will maintain at its expense such of the public schools within said town as said state board of education shall from time to time deem fitted in respect to their grade and location, as well as in other respects, and so many of them as they shall from time to time regard as necessary, in order to supply suitable and sufficient model and practice schools, in connection with the training department of the state normal school in Danbury.

II. The rooms of buildings furnished by the town for such practice and model schools shall be kept in good repair and in such condition as shall not impair or threaten the health of the pupils or teachers therein, and the rooms shall be such as will permit all the pupils therein to be seated singly. The members of the state board of education and their officers and agents shall at all times have the right to enter upon and use the school property of said town so far as may be necessary for all purposes incident to the model and practice schools aforesaid.

III. Said town will cause the school buildings or rooms which it furnishes as aforesaid for model and practice schools to be properly heated and to be kept clean, and will provide one janitor for each building in which such schools are situated to care for the same and keep it in proper condition in all respects. Said janitor is in all matters pertaining to the school subject to the direction of the principal in charge of said building.

IV. The state board of education shall always have the right to select the teachers employed in the schools furnished as aforesaid and to dismiss them at pleasure, and to regulate the discipline and course and methods of study in said schools.

V. There shall be one teacher for each room in said schools and the town of Danbury shall pay or cause to be paid so much of the salary of each teacher as equals the average amount paid other teachers in the same grade within said town. At no time and in no event shall the salary paid by said town to each teacher be less than ten dollars per week in ungraded schools, twelve dollars per week in schools of grades i-iv inclusive, and fifteen dollars per week in schools of grades vii-and viii, and the state shall pay the balance of the salary agreed upon between such teacher and the state board of education.

VI. The town of Danbury shall pay or cause to be paid so much for supplies for said schools as shall equal the average amount per scholar in other schools of same grade within said town, multiplied by the number of scholars in those schools. At no time and in no event shall the amount paid be less than fifty cents per year for each scholar registered, and the state shall pay the balance.

VII. The state board of education shall not be obliged to receive more than forty
(40) pupils in any room. The said town will employ one teacher for each room, who shall be selected as heretofore provided by the state board of education.

VIII. Said town will maintain said schools during forty (40) weeks in each year.

IX. Subject to the approval of the state board of education the proper school authorities of the town of Danbury shall appoint the principals of the several buildings. Said principals shall be paid by the town and shall have the discipline and maintenance of order in the buildings. In case all the schools in any building are used as model and practice schools the principal shall be appointed by the state board of education and paid by the town.

X. This agreement is in all respects made subject to the following understanding had with the state board of education and accepted by them as a qualification of this instrument:

1. The state board of education agrees that there will not be needed in connection with the training department of said normal school more than one-half as many model and practice schools as there are registered scholars in the senior class of the normal school, if these schools are of proper size and suitable in respect to their grade and location as well as in other respects, provided, however, that in any event, no matter what may be the number of pupils in the normal school, one model and practice school of each grade must be furnished and maintained by the town as heretofore stipulated.

2. The state board of education agrees that the scholars in said model and practice schools shall be taught as thoroughly and advance as rapidly in the studies prescribed by the school visitors of the town of Danbury for the public schools of said town as in the average schools of corresponding grades within said town.

In witness whereof, the town of Danbury has caused these presents to be executed on this 4th day of August, 1903, by N. B. Rogers, A. C. Hubbard, E. C. Dempsey, M. T. Cuff, Charles Kerr, and C. B. Mason, a committee duly authorized thereto, at a town meeting held December 29, 1902.

THE TOWN OF DANBURY

By N. B. Rogers
A. C. Hubbard
E. C. Dempsey Committee
M. T. Cuff
C. B. Mason
Charles Kerr
Agreement

State of Connecticut
Board of Trustees for the State Colleges
and
Board of Education of the Town of Danbury, Connecticut

An Agreement between the Board of Trustees for the State Colleges and the Board of Education of the Town of Danbury concerning the preparation of teachers at Western Connecticut State College.

A. The Roberts Avenue - Locust Avenue Elementary schools will no longer be considered laboratory schools for the college.

B. A joint committee, consisting of at least two persons designated by the Danbury Superintendent of Schools and at least two persons designated by the President of Western Connecticut State College, will be established to consider matters relating to

1. the preparation of teachers
2. opportunities for suitable laboratory teaching experiences

C. The joint committee would

1. be formed no later than October 1 annually
2. meet at least once per year and no later than June 1
3. be chaired on a rotating basis with a representative of Western Connecticut State College serving as a Chairman in the first year
4. report, and direct its recommendations as necessary to the President of Western Connecticut State College and the Danbury Superintendent of Schools

D. All Danbury Public Schools would be available for providing the laboratory experiences which are deemed necessary in the preparation of teachers. This would include opportunity for

1. observation for Human Growth and Development classes for a minimum of 6 to 8 hours per student
2. observation and participation by each education major for a minimum of two consecutive weeks, not to exceed three students per teacher at any one time.
Agreement

State of Connecticut
Board of Trustees for the State Colleges
and
Board of Education of the Town of Danbury, Connecticut

3. Music participation, on a scheduled basis throughout the year, of not more than one student per teacher.

4. Student teaching on the basis of not more than one student per teacher at any one time. Supervising teachers are to be approved jointly by the Danbury Superintendent of Schools and the President of Western Connecticut State College.

E. The Board of Education of the Town of Danbury will be responsible for all teachers and pupils, except that in the area of personnel policies, teachers employed by the College will be subject to College policies.

F. The reassignment of present college laboratory school personnel shall be approved by the Danbury Superintendent of Schools and the President of Western Connecticut State College.

G. The assignment of personnel to the Roberts Avenue - Locust Avenue Schools shall be a concern of the Danbury Superintendent of Schools and the President of Western Connecticut State College.

H. The Board of Education of the Town of Danbury shall be responsible for the curriculum of the schools.

I. Western Connecticut State College shall be responsible for the teacher education program. This designation of responsibility does not preclude joint studies on any phase of laboratory experience in the student teaching program.

J. All expenses for the operation and maintenance of the schools will be assumed by the Danbury Board of Education except for the salaries of present laboratory college teachers who continue to serve in Danbury schools. Western Connecticut State College will be reimbursed by the Town of Danbury for these salaries in accordance with the average salary paid by the Danbury Public Schools for teachers in the same grade level.

K. The resources of the College, when available, may be utilized by the Danbury schools or by any teacher in the Danbury schools upon approval by the President of the College.

L. Any problem arising outside of this agreement, which cannot be administratively resolved, shall be considered by the Joint Committee and its recommendation submitted to the President of the College and/or the Superintendent of Schools for consideration and action.
Agreement

State of Connecticut
Board of Trustees for the State Colleges
and
Board of Education of the Town of Danbury, Connecticut

M. Minor adjustments in this agreement will be within the jurisdiction of the Danbury superintendent of schools and the President of Western Connecticut State College.

K. This agreement will supersede the agreement executed on August 4, 1903 between the State Board of Education and the Town of Danbury.

O. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, age, color, religion or national origin in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Civil Rights Commission with such information requested by the Commission concerning the employment practices and procedures of the contractor as relate to the provisions of this section.

P. Statutory Authority: Section 10-110 of the 1955 Supplement to the Connecticut General Statutes.

Date August 16, 1966 Accepted by:

[Signature]
Board of Education, Town of Danbury
Jerome R. Malino, Chairman

Date Sept. 16, 1966 Accepted by:

[Signature]
Board of Trustees for the State Colleges
Bernice C. Niedjlik, Chairman

Date SEP 24 1968 Approved by:

[Signature]
Commissioner of Finance and Control
Nicholas Wayne, Deputy Commissioner

Date OCT 21 1968 Approved as to Form by:

[Signature]
Deputy Attorney General
agreed not to do
per contract.
December 19, 1966

Dr. Stephen K. Lovett, Director
Office of Professional Education
Barnbury State College
Barnbury, Connecticut

Dear Dr. Lovett:

On Wednesday, December 14, the Board of Education approved a change in practice regarding the manner in which instructional supplies and equipment will be provided to the Roberts and Locust Avenue Schools. This change is in keeping with your letter of December 2, 1966.

Henceforth, requests and requisitions for instructional materials and equipment will come from the principals of the Roberts and Locust Avenue Schools directly to the superintendent's office and will be entered in the same manner as requests from all other schools in the system. The process of budgeting the needs of the schools will be incorporated with the needs of the system and specific budgetary allocations for the laboratory schools will be eliminated. This means that only in the area of salaries for supervisory and instructional personnel will specific and separate allocations be provided for in the budget.

I am pleased that we have been able to effect this change in practice. I am confident as I know you are, that this change will prove beneficial to all parties concerned.

Sincerely,

Edward A. Siller
Superintendent of Schools

cc: Dr. Mans
Mr. Gamble
Mr. Whitman
Mr. Desmond
Mr. Rauch
As requested we are enclosing the following:

Salary Reimbursement lists from Town of Danbury for the following years:

1968-69
1967-68
1966-67
1965-66

The last year we bought supplies for our Practice Schools was in the year, 1966-67, and the Town of Danbury sent us a check in the amount of $10,940.95 in August of 1967. This was an estimated figure made by the Town of Danbury.

We are also enclosing a copy of the invoice sent to the Danbury Board of Education for the year, 1964-65. This was the last year that Frances Janks audited the Danbury records.

The 1965-66 records were not examined and no reimbursement was received.

For your information, also enclosed is a copy of the detailed Audit Report which the State Board of Education used to send us.

F. Travoska
Attached is a statement of the supplemental amount due the state from the Danbury Board of Education for the school year 1964-65 in connection with supplies for the laboratory schools.

This charge should be billed by you to the Board of Education so that the remittance will be received and deposited by your unit to the General Fund Standard Account #9103.

Edward T. Lynch
Chief Fiscal Officer

ETL:ncj
att.
Reimbursement due Connecticut State Board of Education for cost of laboratory schools for year 1964-1965 computed as shown below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbooks</td>
<td>$22,213.09</td>
</tr>
<tr>
<td>Instructional Supplies</td>
<td>24,600.94</td>
</tr>
<tr>
<td>Other Supplies</td>
<td>318.60</td>
</tr>
<tr>
<td>Visual Aids &amp; Library Supplies</td>
<td>19,828.08</td>
</tr>
<tr>
<td><strong>Expenses for year</strong></td>
<td><strong>$67,101.67</strong></td>
</tr>
</tbody>
</table>

Average daily attendance - town schools: $3,910.53
Average daily attendance - state schools: $65.64

Average cost per pupil in town schools: $67,101.67 - 3,910.53 = $17.16
Amount of claim due State Board of Education: $17.16 x 565.64 = $9,705.38
Deduct overpayment on Teacher Salaries: 1.00

Total: $9,706.38

DO NOT MAIL STAMPS OR CURRENCY
IF RECEIPT IS DESIRED RETURN THIS INVOICE WITH REMITTANCE

CONNECTICUT STATE BOARD OF EDUCATION
June 20, 1966

Reimbursement due Danbury State College for cost of laboratory schools for year 1964-65 computed as shown below:

Textbooks $22,113.89
Instructional Supplies 21,630.94
Other Supplies 318.80
Visual Aids & Library Supplies 19,988.01
Expenses for year $67,101.67

Average daily attendance - town schools $3,910.53
Average daily attendance - state schools 565.64

Average cost per pupil in town schools $67,101.67 - 3,910.53 $17.16

Amount of claim due Danbury State College $17.16 x 565.64 $9,706.38
Deduct overpayment on Teacher Salaries 1.00

$9,705.38
FORWARDED TO THE FOLLOWING STATE REPRESENTATIVES:

Mrs. Clarice A. Osiecki
Mr. James Dyer
Mr. Joseph Walkovich

Re: Enclosure

The Board of Education has instructed me to seek your assistance, as well as that of other representatives serving Danbury, in finding a resolution regarding the enclosed audit and the accompanying request which seeks to have the Danbury Board of Education pay $10,003.42 for the reimbursement of supplies for 1965-66 when Broadview Junior High School, Roberts Avenue School, and Locust Avenue School were teacher training model and practice schools affiliated with Western Connecticut State College. The basis for the request for reimbursement is contained within the audit report. However, it should be noted that there is no record that the Danbury Board of Education ever received a billing for the year 1965-66, nor does there exist any record that Western Connecticut State College ever submitted such a billing.

It would seem that with thirteen years having elapsed since the time when this amount might have been due that it would be inappropriate, and most inopportune, to ask that payment be made. The Board would be most appreciative of any efforts which you might undertake in order to have the amount sought waived.

Respectfully,

Pasquale F. Nalli
Superintendent of Schools

PPN: dmm
Enc.

cc: Doctor Bersi
June 20, 1978

Dr. Pasquale Nappi  
Superintendent of Schools  
Town of Danbury  
School Administration Building  
Mill Ridge  
Danbury, Connecticut 06810

Dear Dr. Nappi:

Herewith we are forwarding to you, as Superintendent of Schools for the Town of Danbury, Connecticut, a copy of the Audit Report on the Reimbursement of Teachers Salaries in the Teacher Training Schools - Town of Danbury, Connecticut, for the fiscal years ended June 30, 1966 through June 30, 1976.

We wish to express our appreciation for the courtesies extended by the members of the staff in your office during our examination.

Sincerely,

[Signature]

Frederic W. Rossomando  
Executive Officer for Finance and Management

FWR/JJB/st encl.
An audit for the fiscal years ended June 30, 1966 through June 30, 1976 was made of certain records maintained by the Board of Education of the Town of Danbury to verify records in connection with reimbursements made to the State of Connecticut, Western Connecticut State College, for expenditures made for supplies and State teachers' salaries in the teacher training model and practice schools operated at the Junior High School and the Roberts Avenue and Locust Avenue Elementary Schools.

In compliance with the Agreement of the Town of Danbury and the State Board of Education, dated August 4, 1903, the Town of Danbury was required to pay to the State of Connecticut a sum of money determined in accordance with the following contract specifications:

"Section V: The Town of Danbury shall pay or cause to be paid so much of the salary of each teacher as equals the average amount paid other teachers in the same grade within said town."

"Section VI: The Town of Danbury shall pay or cause to be paid so much for supplies for said schools as shall equal the average amount per scholar in other schools of same grade within said town multiplied by the number of scholars in these schools."

In 1968, the above agreement was superseded by an agreement entered into between the State of Connecticut, Board of Trustees for State Colleges and the Board of Education of the Town of Danbury, Connecticut.
In compliance with this agreement, accepted by the Board of Trustees for State Colleges on September 18, 1960, all expenses for the operation and maintenance of the schools were to be assumed by the Danbury Board of Education except for the salaries of certain State College teachers who continued to serve in Danbury schools.

Western Connecticut State College was to be reimbursed by the Town of Danbury for these salaries in accordance with the average salary paid by the Danbury Public Schools for teachers in the same grade level.

The teachers' salaries as entered on schedules prepared by the Board of Education were verified to the individual teachers' contracts at certain grade levels selected for verification in each school year.

A review of records available revealed that the reimbursement for supplies as required under the contract of August 4, 1963, was made as required except for the 1965-1966 school year. Since the specific data required for the billing of supplies in accordance with the contract was not available for that year due to the loss of records in the bombing of City Hall, an average of the payments made for the reimbursement of supplies in 1963-1964, 1964-1965, and 1966-1967 has been computed to provide a basis for establishing the amount due to the State for 1965-1966 as shown in the following schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount Reimbursed for Supplies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1963-1964</td>
<td>$9,363.93</td>
</tr>
<tr>
<td>1964-1965</td>
<td>9,705.38</td>
</tr>
<tr>
<td>1966-1967</td>
<td>10,940.95</td>
</tr>
<tr>
<td>Total</td>
<td>$30,010.26</td>
</tr>
</tbody>
</table>

Based on a total cost of $30,010.26 for a three year period, the average cost for supplies during this period amounts to $10,003.42. The 1966-1967 school year was the last year in which supplies were purchased for the model and practice schools by the State.
The above amount has been entered in the attached schedule showing a balance due to the State of Connecticut of $10,003.42 for reimbursement for supplies for the 1965-1966 school year. It is recommended that a billing be submitted by Western Connecticut State College to the Board of Education, Town of Danbury, in the amount of $10,003.42 for reimbursement for supplies for 1965-1966.

June 15, 1978

Joseph J. Bardani
Assistant Fiscal Officer
# Teacher Training Schools

## Town of Danbury

**Schedule Showing Payments to the State**

**For Reimbursement of Teachers Salaries and Supplies**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Teachers Salaries</th>
<th>Supplies</th>
<th>Payments Received</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1964-1965</td>
<td>161,210.15</td>
<td></td>
<td>161,210.15</td>
<td>9,705.38</td>
</tr>
<tr>
<td>1965-1966</td>
<td>159,752.98</td>
<td>10,940.95</td>
<td>169,458.36</td>
<td>20,944.37</td>
</tr>
<tr>
<td>1966-1967</td>
<td>146,306.51</td>
<td></td>
<td>142,726.67</td>
<td>24,524.21</td>
</tr>
<tr>
<td>1967-1968</td>
<td>111,237.53</td>
<td></td>
<td>115,211.03</td>
<td>20,550.71</td>
</tr>
<tr>
<td>1968-1969</td>
<td>77,413.29</td>
<td></td>
<td>87,960.58</td>
<td>10,003.42</td>
</tr>
<tr>
<td>1969-1970</td>
<td>105,178.00</td>
<td></td>
<td>63,106.80</td>
<td>52,071.62</td>
</tr>
<tr>
<td>1970-1971</td>
<td>89,963.00</td>
<td></td>
<td>42,071.20</td>
<td>99,966.42</td>
</tr>
<tr>
<td>1971-1972</td>
<td>93,649.00</td>
<td></td>
<td>136,787.50</td>
<td>56,827.92</td>
</tr>
<tr>
<td>1972-1973</td>
<td>99,358.45</td>
<td></td>
<td>96,503.76</td>
<td>59,682.61</td>
</tr>
<tr>
<td>1973-1974</td>
<td>93,915.30</td>
<td></td>
<td>143,594.49</td>
<td>10,003.42</td>
</tr>
<tr>
<td>1974-1975</td>
<td>73,714.00</td>
<td></td>
<td>73,714.00</td>
<td>10,003.42</td>
</tr>
</tbody>
</table>

*Amount determined by Audit.*
August 10, 1978

Dr. James Frost  
Executive Secretary  
Board of Trustees  
Box 2008  
New Britain, Connecticut 06050

Subject: Report on Audit of Reimbursements of Expenses for the Teacher Training Schools in the Town of Danbury for the Fiscal Years Ended June 30, 1966 through June 30, 1967

Dear Dr. Frost:

I have had an extensive check made of the circumstances around the closing of the Danbury Teacher Training Center. At the present time, we have not billed Danbury, since we have a serious question as to whether the $10,003.42 shown in the audit is in fact due.

Dr. Lovett, who was in charge of the Training School Program, has submitted a memorandum (attached) explaining the 1966-67 situation. His memorandum confirms Dr. Sillari's December 1966 letter. Both indicate that by mutual agreement supplies for the training center were in fact furnished in 1966-67 by the Danbury schools rather than the State.

The Danbury payments to the State for supplies were shown in the Audit as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1964-65</td>
<td>$ 9,705.38</td>
</tr>
<tr>
<td>1965-66</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>1966-67</td>
<td>$ 10,940.95</td>
</tr>
<tr>
<td>1967-68</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

Expenditures for supplies for the Training Center by the State in these years were:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1964-65</td>
<td>$ 5,714.00</td>
</tr>
<tr>
<td>1965-66</td>
<td>$ 7,400.00</td>
</tr>
<tr>
<td>1966-67</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>1967-68</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

The expenditure pattern shown confirms Dr. Lovett and Dr. Sillari's communications. Thus, it is obvious that no State Supplies were used in 1966-67 in the training school and that the $10,940.95 payment was in fact received for 1965-66. This statement is confirmed by the 1965-66 and 1966-67 State audit reports.

The 1965-66 audit recommendation is:

3. "A policy concerning audit and collection of municipal reimbursement for the practice teacher training program should be established."
Payments from the City of Danbury to the State for 1965-1966 salary reimbursements had not yet been audited by College personnel. In addition, moneys due for 1965-1966 supplies had not yet been paid to the State as of July 27, 1967. While under State Board of Education jurisdiction, representatives of that agency's Central Office periodically audited city records to verify such reimbursements.

A $10,940.95 payment for supplies was received about two weeks after the July 27 date mentioned in this audit.

The 1965-67 State Audit states:

"The three recommendations of the previous audit report were satisfactorily acted upon".

Thus, while the receipt for the 1965-66 payment is no longer available, there can be no question but that the payment was made.

From the above, I would hope that the Board could pass a resolution indicating that all payments due from Danbury have been made and that the Danbury Training School contract is closed.

Sincerely,

Gertrude Braun
Vice-President for Academic Affairs

cc: Dr. Beri
To: Dr. Carl L. Robinson, Vice President for Administrative Affairs.

From: Stephen K. Lovett, Director of Teacher Education.

In the year 1965-66, Mr. Edward Sillari, Superintendent of Schools of Danbury requested a change in the contract between the State and the City. This change was requested at the urging of the teachers and the principal of the Roberts Avenue and Locust Avenue Schools, Mr. Fred Gamble. More and more children were entering the schools and the supply monies provided by the State of Connecticut remained the same. This meant that supplies were inadequate.

Mr. Sillari wanted to purchase supplies directly rather than have the state provide them. This proposal was referred to Dr. F. Burton Cook with my approval.

This change was made starting in the school year 1966-67 and the town purchased all of their supplies directly. The last year that supplies were ordered through the College was 1965-66.
Dr. Robert M. Bersi
President
Western Connecticut State College
181 White Street
Danbury, CT 06810

Dear Bob:

I am responding herein to your (Dr. Braun's) letter of August 10, 1978, having to do with the report of audit of Danbury Board of Education records pertaining to laboratory school operations.

As you know, the conclusions drawn and the recommendation made by Mr. Bardani in the report were based on such information as was available to him at the time.

Now, information and claims are being put forth which suggest that a payment made in 1967 covered the liability for the 1965-66 fiscal year and that no further liability for supplies accrued to the Danbury Board of Education. Statements made appear to be quite logical but, unfortunately, somewhat lacking in the substantiation necessary for presentation to the Board of Trustees. For instance, Dr. Sillari's letter of December 19, 1966 appears to support the statements but is not so specific that indisputable determination of the intent can be made. Perhaps Dr. Lovett's letter of December 2, 1966, if it can be found, would give more explicit information.

For whatever reason, the agreement between the Town and the State was not revised to fit the situation with regard to the expenditure and reimbursement for supplies until September 1968. It occurs to me that, in the interim, there probably were communications relative to the proposed new agreement, some of which may have referred back to, and to some extent explained, the circumstances which existed during the period in question. A search of the files covering the 1968 agreement might reveal further information.
As to the comments and recommendations of the Auditors of Public Accounts, our experience with regard to the other colleges and this office leads us to believe that Recommendation No. 3 of their report for the fiscal year ended June 30, 1966, was directed at the establishment by the Board of Trustees of some means of providing regular audits of the appropriate records of the several towns having agreements with the State for the operation of laboratory schools. A review adequate to establish the proper status of expenditures and reimbursements probably would have elicited a recommendation having to do with the inconsistencies between the terms of the agreement and actual practice concerning supplies.

It would be appreciated if you would send to this office all additional information which you can obtain in support of your request that the Board of Trustees retract the claim set forth in Mr. Bardani's audit report.

Cordially,

[Signature]

James A. Frost
Executive Director
September 27, 1978

Dr. Carl Robinson
Western Connecticut State College
181 White Street
Danbury, Connecticut 06810

Dear Dr. Robinson:

Please be advised that the attached document entitled "Policy change for providing instructional materials and equipment for the Roberts and Locust Schools" is a certified and true copy of the minutes of the Danbury Board of Education, dated December 14, 1966, page number 269.

In my judgment, this should clear up the matter in question. If I can be of any further help to you or WesCon, please feel free to call.

Sincerely,

Carl A. LaMar
Assistant Superintendent
Management Services

CAL:dh
ATT: 1
C: Mr. Nappi

RECEIVED
SEP 26 1978
BUSINESS OFFICE
W.C.S.C.
Adjustment of Hot Lunch prices to students - This report was mailed with the agenda. Mr. Sillari pointed out that the lunch program is running behind approximately $16,000 which would mean that if it continued to operate at the present rate there would be an approximate deficit of $50,000 at the end of the year. It was recommended by Mrs. Scherer that as of January 3, 1967, the lunch prices be increased from 35¢ to 40¢ at the elementary level and 40¢ to 45¢ at the junior and senior high level. Mr. Buzaid made a motion that the lunch prices be increased 5¢ in each category. Mr. Vecchiarino seconded the motion. The motion passed without dissent.

Policy change for providing instructional materials and equipment for the Roberts and Locust Schools

Mr. Sillari stated that over the years there have been a number of instances wherein it would appear that the interest of the City and pupils who attend the Roberts-Locust Avenue Schools would be better served if Danbury had immediate jurisdiction, and therefore a change of policy was sought. This change is agreeable to the State College. At present the State makes the original expenditure and a year later is reimbursed by the City. Except for staff, the new policy will provide the Board with direct control over the purchase of all instructional materials and equipment. This policy will expedite ordering, purchasing of materials and equipment and guarantee that all of the dollars appropriated would be used for these purposes. Mrs. Goodman made a motion that the Board of Education provide the instructional materials and equipment for the Roberts-Locust Avenue Schools in lieu of the practice of reimbursing the State. Mr. Vecchiarino seconded the motion. The motion was carried unanimously.

Review of Preliminary sketch for addition to Great Plain School - This report was given to the Board by Mrs. LeCava prior to the start of the meeting.

Year Round School - Rabbi Malino requested that Mrs. Goodman obtain as much material as possible on the Year Round School and forward a copy of same to all members of the Board.

Other - The firm of Ernst and Ernst has completed their audit for the year ending June 30, 1966. Mr. Sillari stated that it is an excellent audit. He mentioned the fact that there are a few items within the audit with implications to the school system. He advised the Board that they would be informed as to what these items were.

Mr. Buzaid made a motion to adjourn the meeting at 12:00 p.m.
Dr. James A. Frost  
Executive Director  
The Connecticut State Colleges  
P.O. Box 2008  
New Britain, Connecticut 06050  

Dear Dr. Frost:

We have searched our files for any further information that might contribute to the question of the supply cost to the Danbury Public Schools.

I have attached a statement from Ruth Haas which sets forth her rememberance of this situation. I have further attached a certified true copy of the minutes of the Danbury Board of Education of December 11, 1966 which again confirms the memory of both Dr. Lovett and Dr. Haas. The files around this particular problem, of course, have long since been destroyed.

I would again recommend to the Board at an early date the cancellation of this particular debt.

Sincerely,

Robert M. Hersi  
President
Dr. Carl L. Robinson  
Vice-President for Administrative Affairs  
Western Connecticut State College  
181 White Street  
Danbury, Connecticut 06810

September 27, 1978

Dear Dr. Robinson:

I have reviewed the material which you sent me concerning the supply charged to the Danbury Schools.

As I recall this matter, there was an informal agreement as far as the State was concerned, that the supply aspect of the training schools would be terminated at the end of the 1965-66 school year. Dr. Lovett’s letter sets this well in prospective.

I would hope that no attempt is made to collect this bill from Danbury since there was an agreement that such a charge would not be made.

Sincerely,

[Signature]

Ruth A. Haas

RAH:evg