

**SOUTHINGTON PUBLIC SCHOOLS**  
**SOUTHINGTON, CONNECTICUT**  
**DIRECTOR OF OPERATIONS CONTRACT**

**July 1, 2021 – June 30, 2024**

It is hereby agreed by and between the Board of Education of the Town of Southington (hereinafter called the "Board") and Peter Romano (hereinafter called the "Director of Operations") that the said Board has and does hereby employ the said Peter Romano as Director of Operations for Southington, Connecticut, and that he hereby accepts employment as Director of Operations upon the terms and conditions hereinafter set forth.

**I. EMPLOYMENT AND DURATION**

**A.** The term of employment under this contract is three years, from July 1, 2021 through June 30, 2024. At least three (3) months prior to the end of the second year of the contract, the Board at the request of the Director of Operations may vote as to whether to issue a new contract.

**B.** If the Board does not exercise the option described in paragraph A hereof, this Agreement shall remain in full force and effect according to its terms 1) until it expires, 2) until it is terminated in accordance with its provisions, or 3) until a successor agreement is entered into by the parties.

**C.** Anything in this Section to the contrary notwithstanding, the provisions of Section VII shall take precedence and the Director of Operations' employment may be terminated under the provisions of said Section.

**II. RESPONSIBILITIES**

**A. Duties.** The Director of Operations, shall perform all duties incident to the office of the position as described in the job description, Board policies, administrative regulations, and state and federal laws, and shall perform such other duties as the Superintendent may require from time to time including, but not limited to, planning, directing, coordinating and supervising the Operations Office and staff. The Director of Operations shall report and be responsible to the Superintendent.

**B.** As long as the Director of Operations executes (and can continue to execute) all

of his duties in a satisfactory manner, the Director of Operations may perform some of his duties off site with the approval of the superintendent. (e.g., by telecommunication or other electronic communication).

### **III. SALARY**

A. The Director of Operations annual base salary shall be set by the Board of Education and shall be based upon merit assessed by the Superintendent and reported to the Board annually. The salary for the 2021-2022 fiscal year will be \$147,777 plus an additional annual school year Board contribution of \$2,000 which the Director of Operations may take as a tax-sheltered annuity.

B. Thereafter, the base salary of the Director of Operations will be agreed upon annually.

C. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this contract provided, however, any such adjustment shall not be considered an extension of this contract.

D. Base salary for the Director of Operations services under any subsequent contract of employment shall be negotiated and agreed to by the Board and the Superintendent prior to the commencement of the new contract term. If no agreement concerning base salary is reached, the Director of Operations' base salary shall continue at the rate of the preceding year.

### **IV. BENEFITS**

A. Health and Dental Insurance: The Director of Operations shall have the right to enroll himself, his spouse and his eligible dependents in the High Deductible Health Plan provided to certified administrators employed by the Board, and in the dental insurance plan provided to certified administrators employed by the Board. The Board shall contribute the following amount into the Director of Operations Health Savings Account, as applicable, in the same manner as applicable to certified administrators employed by the Board.

Individual coverage: \$1,000 per year.

Family coverage: \$2,000 per year.

The Director of Operations shall pay the following percentages toward the costs of the insurance coverage set forth above, as applicable, effective July 1, 2021:

Effective July 1, 2021	22.0%
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If the Director of Operations and the Director of Operations' enrolled spouse and dependents (if applicable) each complete one preventive physical examination during calendar year 2021, the Director of Operations will pay the discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2022. If the Director of Operations and the Director of Operations' enrolled spouse and dependents (if applicable) do not each complete one preventive physical examination during calendar year 2021, the Director of Operations will pay the non-discounted premium contribution set forth below for the costs of insurance coverage, effective July 1, 2022.

	Discounted Contribution	Non-discounted Contribution
Effective July 1, 2022	23.0%	28.0%

The premium contribution percentage for the 2023-24 contract year shall be determined in conjunction with the determination of the Director of Operations annual base salary for 2023-24, as set forth in Section III.D of this Agreement.

If the Director of Operations retires and is eligible for pension benefits, he may participate, at his own expense, in any existing health benefits offered to active employees, with the following stipulations: (1) such participation is limited through age sixty-five (65); and (2) that the rules and regulations of the insurance carrier will permit such participation.

**B. Mileage.** The Board will provide a car allowance of Five Thousand Dollars (\$5,000) per year paid monthly in twelve (12) installments, for the use of the Director of Operations' automobile on school district business. The car allowance shall be subject to all applicable tax withholding and reporting obligations.

**C. Long Term Disability.** The Board shall pay the premium for a Long-term disability income protection policy with benefits to become effective after one hundred eighty (180) days of absence from work at rates of sixty (60%) percent of salary per month to a maximum of \$7,500 per month effective until age sixty-five (65). This description is intended only as a summary of certain aspects of said policy and it is agreed that disability requirements and benefits levels under said policy shall be determined in accordance with the provisions of the master insurance policy in effect. The Board shall pay to the administrator, as an addition to base pay, an amount equal to the premium cost and the administrator shall pay, by way of salary reduction, the premium for such disability insurance to the carrier.

**D. Life insurance.** The Board will provide the Director of Operations with a \$250,000 term life insurance policy effective during the term of this contract. The Director of Operations may elect to purchase additional amounts of group-term life insurance, provided that the following conditions are observed:

- i. the applicable master group-term life insurance policy in effect at the time must permit such additional purchase;
- ii. there shall be no additional cost to the Board, and the full cost of all premium payments for such additional coverage shall be borne by the Director of Operations
- iii. elections to purchase additional amounts of group-term life insurance must be made in increments of \$10,000.00; and
- iv. if the Director of Operations makes the additional purchase via payroll deductions as opposed to direct arrangement with and payment to the insurance carrier or agent, elections to purchase additional increments of group-term life insurance must be made only during the month of April of each year, and no changes in such additional purchase arrangements shall be made at any time during the next year.

Upon retirement, the Director of Operations may elect to maintain the life insurance coverage provided. If he elects this option, he will be responsible for the one hundred (100%) percent of the group rate premium.

**E. Cell phone.** The Board shall provide the Director of Operations with a cell phone for his use, with the costs borne by the Board.

## **V. WORK YEAR AND LEAVE**

**A. Work Year.** The Work Year for the Director of Operations shall consist of 225 work days. The Work Year is the contract year (July 1-June 30).

**B. Holidays.** The Director of Operations will be entitled to the following thirteen (13) legal holidays as non-work days.

New Year's Day	Labor Day	Martin Luther King Day
Good Friday	Thanksgiving	Presidents' Day
Memorial Day	Day after Thanksgiving	Columbus Day
Independence Day	Christmas	Veterans' Day
		Floating Holiday

**C. Sick Leave.** The Board shall provide the Director of Operations with twenty (20) sick days annually four of which can be used for family illness, with a maximum accumulation of 225 days.



**D. Personal Days.** The Board shall provide the Director of Operations annually with 3 personal days; said leave may not accumulate.

## **VI. TERMINATION OF EMPLOYMENT CONTRACT**

**A.** The parties may, by mutual consent, terminate this contract at any time.

**B.** The Director of Operations may terminate this contract upon written notice of ninety (90) days except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract, in which case verbal notice by the Director of Operations, duly witnessed and recorded in the minutes, is acceptable;

**C.** The Board may terminate this contract of employment during its term for one or more of the following reasons:

1. Inefficiency or incompetence;
2. Insubordination against reasonable rules of the Board;
3. Moral misconduct;
4. Disability as shown by competent medical evidence;
5. Other due and sufficient cause.

In the event the Superintendent intends to make a recommendation to the Board to terminate this contract for one of the above reasons, the Superintendent shall serve on the Director of Operations written notice that termination of this contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt of written notice that contract termination is under consideration, the Director of Operations may file with the Board a written request for a hearing before the Board which shall be held within twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and if the decision is adverse to the Director of Operations, shall send a copy of its decision setting forth reasons and the evidence relied on to the Director of Operations. The Board's decision

shall be based on the evidence presented at the hearing.

Such hearing may be in executive or public session, at the option of the Director of Operations, to the extent permitted by law. The Director of Operations shall have the right to counsel of his choice, at his own expense.

Any time limits established herein may be waived by mutual agreement of the parties.

## **VII. GENERAL PROVISIONS**

A. All notices or other communications to be given under this Agreement shall be in writing. Notices or communications to the Board of Education shall be delivered to its business address; notices or communications to the Director of Operations shall be delivered to the Director of Operations' home address as on file in the Board offices.

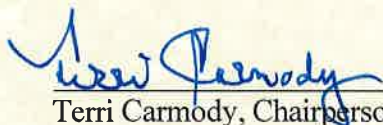
B. No waiver by any of the parties to this Agreement or any breach of condition, term or provision of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach of the same or any other condition, term or provision. This Agreement may not be amended, supplemented, or otherwise modified, except by a written instrument signed by both the Board and the Director of Operations.

C. This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations and written and/or oral agreements with respect to the employment of Peter Romano as Director of Operations.

D. 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 severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects valid and enforceable.

**IN WITNESS WHEREOF**, the undersigned have executed this contract the day and year aforesaid.

Dated this 15<sup>th</sup> day of July, 2021



Terri Carmody, Chairperson  
Southington Board of Education



Peter Romano  
Director of Operations