

**Director of Operations
Agreement
Trumbull Board of Education**

It is hereby agreed by and between the Board of Education for the Town of Trumbull, Connecticut (hereinafter referred to as the "Board") and Kevin Dion (hereinafter referred to as the ("Director of Operations")), that the Board does hereby employ Kevin Dion as Director of Operations, and that Kevin Dion hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. DUTIES

Under the direction and supervision of the Superintendent of Schools, the Director of Operations shall be responsible for all aspects of Operations in the District. In carrying out such responsibilities, the Director of Operations shall perform the duties set forth in the job description for the position of Director of Operations and shall perform related duties as determined by the Superintendent of Schools.

2. TERM

Subject to the provisions of this Agreement, the term of employment covered by this Agreement shall be from August 1, 2024 through June 30, 2026. Upon agreement of the Director of Operations and the Superintendent of Schools, this agreement may be extended.

3. WORK YEAR

The work year for the Director of Operations shall be two hundred sixty (260) workdays. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

4. SALARY

The Director of Operations' base salary for the 2024-2025 contract year shall be the following:

- a. A cash component of One-Hundred and Fifty Thousand Dollars (\$150,000) (prorated from start date) for the 2024-2025 contract year to be paid in installments in accordance with the Board's established payroll procedures.

5. BENEFITS

- A. **Pro-ration of Benefits:** The number of sick days, personal leave days, and vacation days shall be pro-rated for any partial years of service as Director of Operations.
- B. **Sick Leave:** The Board shall provide the Director of Operations with eighteen (18) sick days annually, to be used for personal illness of the Director of Operations. Sick days may accumulate up to a maximum of two hundred twenty (222) days.

- C. **Personal Leave:** Up to five (5) days annually (non-cumulative), for a personal leave may be granted to the Director of Operations at the discretion of the Superintendent of Schools. Such leave shall be for emergencies and other matters of pressing personal concern that cannot be addressed outside of work hours. The Director of Operations will not be paid for any unused personal days either during the course of employment or upon separation from employment.
- D. **Holidays:** The Director of Operations shall be entitled to thirteen (13) full paid holidays for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Recess – 2 days, Christmas, Christmas Eve Day and one (1) Floating Holiday (Note: when Christmas or New Year's Day and Eve Days fall on a weekend, the Friday before and Monday after shall be the paid holidays).
- E. **Vacation:** The Board shall provide the Director of Operations with twenty five (25) vacation days annually, exclusive of the holidays set forth in Section D above. The Director of Operations may carry a maximum of five (5) vacation days over from one year to the next.
- F. **Illness in the Family:** The Director of Operations shall be entitled to ten (10) days annually to take care of an immediate family member who is ill.
- G. **Bereavement:** The Director of Operations shall be entitled to five (5) days annually for each death in the immediate family.
- H. **Health and Dental Insurance:** The Director of Operations shall have the right to enroll himself, his spouse and his eligible dependents in the health insurance plan provided to certified administrators employed by the Board, as may be amended from time to time. The Director of Operations will pay the same premium contributions as all other members of the certified administrator group.
- I. **Life Insurance:** The Board shall provide and pay for group term life insurance for the Director of Operations in the amount of twice his annual salary.
- J. **Insurance Benefits (General Provisions):** Participation in any of the insurance plans described in Sections H and I above shall be subject to the eligibility requirements of the carrier(s). The specific elements of coverage under any such plan shall be governed by the plan documents issued by the insurance carrier/administrator. The Board reserves the right to change the specific insurance plan(s) or carrier(s) for

health insurance coverage at any time during the term of this Agreement.

- K. **Reimbursement of Expenses:** The Board shall reimburse the Director of Operations for all expenses reasonably incurred in the performance of these duties under this Agreement in accordance with the Board's established procedures regarding such reimbursement, provided that such expenses have the prior written approval of the Superintendent of Schools. The Board shall reimburse the Director of Operations at the IRS mileage rate for use of his automobile on District business in accordance with the Board's established procedures regarding such reimbursement. The Director of Operations shall have access to a Board of Education vehicle to use in the performance of his assigned duties.
- L. **Membership in Professional Organizations:** Subject to budgeted appropriations and prior approval of the Superintendent of Schools, the Director of Operations may maintain membership in professional organizations at Board expense, provided that such membership is relevant to the performance of the Director of Operations' job duties.
- M. **Pension:** The Director of Operations will participate in the Town of Trumbull's (BOE) Defined Contribution Plan 401(A) and will be eligible for any matching contributions offered by the Plan, as may be amended from time to time.

6. **EVALUATION**

The Superintendent of Schools shall evaluate the performance of the Director of Operations at least annually.

7. **TERMINATION OF EMPLOYMENT**

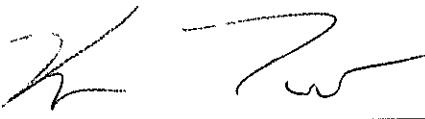
- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Director of Operations shall be entitled to terminate this Agreement upon written notice of thirty (30) calendar days.
- C. Notwithstanding the additional provisions of this Agreement, the Board may terminate the employment of the Director of Operations upon recommendation of the Superintendent at any time for cause. In the event that the Superintendent wishes to recommend such action, the Superintendent shall provide the Director of Operations with written notice of his reason(s) for recommending termination. Upon written request of the Director of Operations, the Board of Education shall, within twenty (20) days of receiving such request, conduct a hearing in executive session (subject to the right of the Director of Operations to require that such hearing be held in public session) concerning the recommendation for termination. After such hearing, the Board shall vote in public session on such recommendation,

and any such action shall be final.

8. GENERAL PROVISIONS

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both 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 the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

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



Kevin Dion # 8222

Date: 5/28/24

For the Trumbull Board of Education:

Lucinda Timpanelli, Chair

Date: _____