

**LITCHFIELD BOARD OF EDUCATION  
LITCHFIELD, CONNECTICUT**

**CONTRACT OF EMPLOYMENT  
DIRECTOR OF BUSINESS OPERATIONS**

It is hereby agreed on, *July 18, 2018*, by and between the Board of Education of the Town of Litchfield, Connecticut, herein referred to as "THE BOARD" and David Fiorillo, hereinafter referred to as "THE DIRECTOR" that:

**1. EMPLOYMENT**

The Board hereby does employ David Fiorillo, and he hereby accepts employment, as Director of Business Operations for the Litchfield Public Schools, upon the terms and conditions hereinafter set forth.

**2. EMPLOYMENT TERM**

- A. The Director's term of employment shall become effective on or before July 1, 2019 and shall remain in effect through and including June 30, 2022.
- B. Prior to the end of the second year of the contract, the Board, at the request of the Director, may vote as to whether to issue a new contract.
- C. If the Board does not exercise the option described in paragraph B hereof, this Agreement shall remain in full force and effect according to its terms, or until it is terminated in accordance with its provisions
- D. Anything in this paragraph to the contrary notwithstanding, the provision of the section entitled "Termination" shall take precedence and the Director's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

**3. BASE SALARY**

The salary of the Director shall be as per the following annual Salary Schedule.

Beginning July 1, 2019: The salary of the Director shall increase 2.25% annually over the 2018-19 base salary of \$129,010. All components for base salary as set forth in the Agreement shall be pro-rated for partial years of service.

At any point following execution of this agreement, if the Town of Litchfield were to propose and pass pursuant to a referendum, a resolution or charter revisions to explore or take actions towards school district consolidation or similar language, the Director would be entitled to an additional stipend of \$5,000 for each quarter during which he is engaged in the additional work to facilitate the school district consolidation.

#### 4. DUTIES

The Director is responsible for planning and directing the business affairs of the school system in compliance with pertinent law, Board of Education policies and general instruction of the Superintendent. He shall directly supervise the financial operations of the school system and shall assist in the preparation and organization of the annual budget. He is responsible for the personnel management of all non-classified employees. As assigned by the Superintendent, he supervises and/or supports school and facilities operations, the school lunch program, school transportation service, information technology services, insurance, and community use of facilities programs. He has such other duties as assigned by the Superintendent of Schools.


#### 5. WORK YEAR AND SCHEDULE

The Board shall provide the Director with twenty (20) paid vacation days annually, exclusive of legal holidays, said vacation days to be non-cumulative except that up to ten (10) unused vacation days may be added to the following year's vacation day total.

The Director shall also be afforded fourteen (14) paid holidays and (5) bereavement days for death in the immediate family.

#### 6. LEAVE ALLOWANCE

The Director is credited with 30 sick days commencing with initial assignment and will be credited with an additional 20 days added to this base during each subsequent year of employment which may be accumulated up to a maximum of 120 days.



A physician's medical verification of illness/inability to work may be required for any prolonged absences of <sup>five</sup> fifteen (15) or more consecutive working days. Additional physician verification of prolonged illness and inability to work may be required periodically as determined necessary by the Superintendent.

Absence with or without pay for special purposes will be granted at the sole discretion of the Superintendent of Schools. This category will include reasons such as bereavement, graduation of spouse or children, the taking of professional and civil service examinations, as well as legal, business, religious or other personal matters which can only be accomplished during the work day. It is expected that mutual respect will prevail amongst the Director and administrators in the implementation of this section as the integrity of the Director and the confidence one has in the administration is involved. Application for leave in accordance with the above provisions will be made to the Superintendent at least one week before taking such leave (exceptions to this would be bereavement and other obvious emergencies).

## **7. EVALUATION**

The Superintendent shall evaluate in writing the performance of the Director at least annually during the term of this Agreement in accordance with guidelines and criteria mutually determined and agreed to.

## **8. TERMINATION**

- A. This contract may be terminated by mutual written consent at any time. The Director may terminate this contract provided written notice has been given (30) days prior to the termination date.
- B. Throughout the term of this contract, the Director shall be subject to dismissal only for just "cause", as this term is defined below, prior to the expiration of the Employment Term. For the purpose of this Agreement, "Cause" includes: (i) Employee's death; (ii) Employee's inability for the medical reason to substantially perform the material duties of his position, with or without a reasonable accommodation, for a period of 180 consecutive days; (iii) Employee's drug or alcohol abuse including, without limitation, working under the influence of illegal drugs and alcohol; (iv) a conviction due to a guilty plea or plea of no contest with respect to a felony;

## **9. FRINGE BENEFITS**

### **A. Tax-Deferred Annuity Contribution:**

Effective July 1, 2019 The Board shall contribute annually each contract year \$10,500 into a Tax-Deferred Annuity 457 Plan or similar deferred compensation plan.

### **B. Municipal Employees' Retirement Plan:**

The Director, at the discretion of, and according to the provisions set forth, may participate in the Town Defined Contribution Plan.

### **C. Insurance**

- (1) The Director shall pay the same premium cost share percentage of the total premium of the Anthem Blue Cross Lumenos Health and Flex Dental Plans as the Administrators' contracted rate. Medical and dental insurance coverage and options shall be the same as that provided to other school administrators.

It is agreed that any coverage incentive savings due to waiver of insurance will be in the amount of \$ \$5,000 annually.

- (2) The Board shall provide a \$250,000 term life insurance policy for the Director.
- (3) The Board shall pay the premium for a long term disability insurance policy for the Director to compensate him for two-thirds of his base salary under this Agreement after a suitable qualifying period.

### **D. Reimbursement**

The Director will be reimbursed according to the published IRS rate, for travel on official school business in the performance of his job when using his personal vehicle.

The Director shall be reimbursed for approved out-of-pocket expenses incurred in the performance of his professional duties.

#### **10. PROFESSIONAL ACTIVITIES AND AFFILIATIONS**

The Director will be encouraged to attend professional conferences related to the performance of his duties. Attendance of such conferences will be at the approval of the Superintendent, budgetary considerations providing. In addition, annually the Board shall pay reasonable expenses relating to Association of School Business Officials (ASBO) Conference and the Connecticut Association of School Business Officials Institute (CT-ASBO).

The Board shall pay the full cost for the Director to maintain professional association memberships in the Association of School Business Officials (ASBO), the Connecticut Association of School Business Officials (CASBO), and maintain the School Finance Official (SFO) Certification.


#### **11. GENERAL PROVISIONS**

This agreement contains the entire agreement by and between the Director and the Board. This Agreement may not be amended, supplemented, or otherwise modified, except by a written instrument signed by both the Board and the Director of Business Operations.

Either the Board or the Director has the authority to request to meet to discuss an addendum or modification of this agreement. Such meeting will take place no less than 30 days from the request.

This Agreement supersedes any that may have heretofore been signed between the herein-mentioned parties. The Director must maintain certification (085) by the Connecticut State Department of Education throughout employment with the district.

IN WITNESS WHEREOF, the undersigned have executed his/her Agreement the day and year aforesaid.

  
\_\_\_\_\_  
David Fiorillo,  
Director of Business Operations

7/19/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gayle Carr, Chair  
Litchfield Board of Education

7/18/18  
\_\_\_\_\_  
Date