

**EMPLOYMENT CONTRACT BETWEEN
EXECUTIVE DIRECTOR OF OPERATIONS
AND
THE MIDDLETOWN BOARD OF EDUCATION
MIDDLETOWN PUBLIC SCHOOLS**

This Employment Contract made and entered into this 20 day of May, 2024, by and between the Middletown Board of Education of the Middletown Public Schools of Middletown, Connecticut, hereinafter referred to as DISTRICT, acting herein by Dr. Alberto Vazquez, Superintendent of Schools and Marco Gaylord, hereinafter referred to as EXECUTIVE DIRECTOR OF OPERATIONS

I. TERM

The DISTRICT, in consideration of the promises herein contained, hereby agrees to employ Marco Gaylord, and Marco Gaylord hereby accepts employment as EXECUTIVE DIRECTOR OF OPERATIONS for an initial term commencing July 1, 2024 and ending June 30, 2026.

At least three (3) months prior to the end of each Fiscal Year, the Superintendent may extend the contract at least one (1) additional year on mutually agreeable terms.

II. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

The EXECUTIVE DIRECTOR OF OPERATIONS shall hold a valid 092 Administrator Certificate issued by the Connecticut Department of 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. The job description shall be as attached.

III. COMPENSATION

The DISTRICT shall pay the EXECUTIVE DIRECTOR OF OPERATIONS an annual base salary which shall consist of a salary at the following rate:

2024-2025	\$203,045.00
2025-2026	\$209,136.00

Extended Years To be negotiated by the parties hereto based on market conditions and/or other BOARD employee contracts but in no event less than the most recent base pay

An elective deferred annuity shall be paid in the sum of **\$10,000 per school year for the duration of this contract**. Said amount shall be paid to EXECUTIVE DIRECTOR OF OPERATIONS in accordance with the paycheck payment schedule in effect for other certified employees or in some other way mutually agreed to by both parties.

IV. WORK YEAR: 12 Months

V. FRINGE BENEFITS

- a. The EXECUTIVE DIRECTOR OF OPERATIONS shall receive the same health insurance coverage and pay the same cost share as Administrators per the Middletown Public School Administrator association contract.
- b. The Board reserves the right to change the insurance carrier any time, provided equivalent coverage is provided.
- c. Subject to any eligibility requirements of the insurance carrier, the DISTRICT shall provide the EXECUTIVE DIRECTOR OF OPERATIONS with paid term life insurance equal to annual salary.
- c. The EXECUTIVE DIRECTOR OF OPERATIONS shall be entitled to twenty-five (25) paid vacation days annually. The vacation shall be approved in advance by the Superintendent of Schools or his/her designee. Unused vacation days up to five (5) days may be carried over each year. If vacation days are unused, the EXECUTIVE DIRECTOR OF OPERATIONS may request in writing/email, payment of 25% of unused vacation days in the final two (2)

- weeks of a fiscal year. The request must be made to the Superintendent of Schools and must be reasonably granted barring unforeseen fiscal or operational considerations.
- e. The EXECUTIVE DIRECTOR OF OPERATIONS shall have fifteen (15) days of paid sick leave per year cumulative to a maximum of 210 days. If accumulated sick days are unused, the EXECUTIVE DIRECTOR OF OPERATIONS may request in writing/email, payment of 10% of unused accumulated sick days upon resignation, retirement, death or other termination of employment. The request must be made to the Superintendent of Schools and must be reasonably granted barring unforeseen fiscal or operational considerations.
 - f. The EXECUTIVE DIRECTOR OF OPERATIONS shall be entitled to paid holidays which the Middletown Board of Education follows as outlined by the City of Middletown.
 - g. Three (3) paid personal days will be afforded the EXECUTIVE DIRECTOR OF OPERATIONS per year. These days may be used for personal business which cannot be conducted except on a school day; and must be approved by the Superintendent. Reasons for the leave will be identified in general terms. Except in cases of emergencies, personal day notification shall be given to the Superintendent of Schools at least forty-eight (48) hours in advance. Personal days must be used during the assigned work year or forfeited on June 30th of the contract year.
 - h. The EXECUTIVE DIRECTOR OF OPERATIONS shall be entitled to a total of three (3) days on each occurrence, for bereavement of EXECUTIVE DIRECTOR OF OPERATIONS' loss of his or her immediate family. An additional two (2) days of bereavement leave may be granted by the Superintendent of Schools on each occurrence.
 - i. In lieu of mileage reimbursement, as part of an IRS non-accountable plan, the EXECUTIVE DIRECTOR OF OPERATIONS shall receive \$3,000 travel allowance paid bi-annually (August and January) subject to state and federal taxes OR provide the EXECUTIVE DIRECTOR OF OPERATIONS with a DISTRICT vehicle for business use.
 - j. The Board of Education shall provide, at no cost to the EXECUTIVE DIRECTOR OF OPERATIONS, a long term disability policy, the full premium cost of which shall not exceed one-half of one percent (.5%) of bargaining unit payroll.
 - k. In addition, the EXECUTIVE DIRECTOR OF OPERATIONS shall be entitled to purchase through the Board, at his/her own expense, additional group life insurance coverage up to two (2) times the EXECUTIVE DIRECTOR OF OPERATIONS salary.

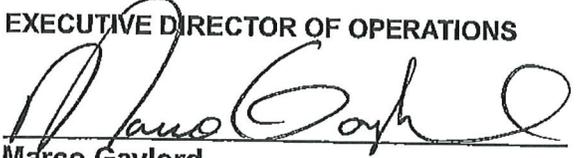
VI. **TERMINATION**

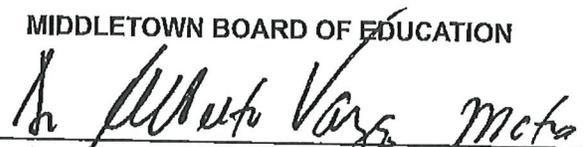
- a. This Agreement may terminate by mutual agreement in writing at any time.
- b. This Agreement may terminate in accordance with its terms if it is not extended or if the EXECUTIVE DIRECTOR OF OPERATIONS no longer possesses valid certification for the position.
- c. The EXECUTIVE DIRECTOR OF OPERATIONS may terminate this Agreement by submitting his 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. This contract may be terminated by the Board of Education during its term pursuant to the provisions of Connecticut General State Statutes, Section 10-151.

VII. **SAVINGS CLAUSE**

Should any clause, sentence, provision, paragraph or part of this contract for any reason whatsoever, be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction (and that is not a party to this contract), to be invalid, unenforceable, or illegal, such judgment or holding shall not affect, impair, or invalidate the remainder of this contract, but shall be confined in its operation to the specific clause, sentence, provision, paragraph, or part of this contract directly involved, and the remainder of this Agreement, to the extent possible, shall remain in full force and effect. Moreover and accordingly, the parties hereto shall use best efforts to revise this contract to impact its purpose in such a way that it will be as acceptable to both parties as possible.

IN WITNESS WHEREOF, BOARD has caused this Employment Contract to be executed on its behalf by, Dr. Alberto Vazquez Matos, Superintendent of Schools, Middletown Board of Education, duly authorized on this the 20 day of May, 2024 and has executed this Employment Contract on this the 20 day of May, 2024.

EXECUTIVE DIRECTOR OF OPERATIONS

Marco Gaylord

MIDDLETOWN BOARD OF EDUCATION
By: 
Dr. Alberto Vazquez Matos, Superintendent

Date May 20, 2024

Date 5/20/24