



# Derby Public Schools

## Employment Agreement Director of Technology

### **EMPLOYMENT:**

The Derby Board of Education (the Board) does hereby agree to employ Kosta G. Myzithras as the Director of Technology for the Derby Public Schools and does hereby agree to serve in such capacity, all in accordance with the provisions of this Agreement.

### **DUTIES:**

The Director of Technology agrees to fulfill the responsibilities of the position of Director of Technology for the Derby Public Schools in an efficient and effective manner. The job responsibilities for this position as set forth in the job description and to include, but not limited to:

- District and School Technology Needs
- Direct oversight and support of 1:1 device program
- Operations & Maintenance of all technology
- Information Technology
- Grant Budgets pertaining to Technology and Data
- District Web based programs
- District email system
- District Website
- District Technology Professional Development

This is a twelve month assignment.

### **TERM:**

This Agreement shall commence on September 20, 2016 and expire on June 30, 2019. The parties agree that in the event that either the Director of Technology do not agree to either extend this Agreement beyond June 30, 2019 or do not negotiate a successor agreement, the Director of Technology's employment with the Board shall terminate effective on June 30, 2019.

## **EVALUATION**

The Director of Technology shall be evaluated, in writing, at least annually by the Superintendent or his/her designee; the evaluation will be conducted with respect to how he performs the duties set forth above and also with respect to any other legitimate purpose or standard determined by the Superintendent. The Director of Technology will be entitled to receive a copy of the written evaluation and to meet with the Superintendent to review the evaluation. The Director of Technology will be entitled to attach a response to such written evaluation which will be included in his personnel file. The evaluation will be provided to the Board before the Board notifies the Director of Technology of its intention to re-elect the Director of Technology or permit the employment relation to end upon the expiration of this agreement.

## **TERMINATION FOR CAUSE:**

The Board may terminate this Agreement for cause. "Cause" shall be defined as: (i) any act or omission that constitutes a breach by the Director of Technology of his duties and responsibilities as the Director of Technology for the Board; (ii) incompetence; (iii) insubordination against the reasonable rules of the Board; (iv) the continued and repeated failure or refusal of the Director of Technology to perform the duties required of his as an employee of the Board; (v) any violation by the Director of Technology of any law or regulation or the Director of Technology's conviction of a felony, or any perpetration by the Director of Technology of a common law fraud; or (vi) any other misconduct by the Director of Technology which is injurious to the financial condition or reputation of, or is otherwise injurious to the Board. The Board shall provide the Director of Technology with the opportunity to be heard on this matter. Such meeting shall be held in executive session (unless the Director of Technology requests that the meeting be held in public session) and shall be held within fifteen days of receipt of the Director of Technology's request for such a meeting.

## **TERMINATION WITHOUT CAUSE:**

Either party may terminate this Agreement for any reason. If this Agreement is terminated by the Board, the Board shall provide sixty (60) days advance written notice to the Director of Technology. If this Agreement is terminated by the Director of Technology, the Director of Technology shall provide sixty (60) days advance written notice to the Board.

## **COMPENSATION:**

For all services rendered by under this Agreement, the Board shall pay a salary of seventy-five thousand dollars (\$75,000) for the period of July 1, 2016 through June 30, 2017. (prorated)

For all services rendered by under this Agreement, the Board shall pay a salary of seventy-six thousand eight hundred seventy five dollars (\$76,875) for the period of July 1, 2017 through June 30, 2018.

The Superintendent shall recommend a salary for the subsequent twelve month periods from July 1, 2018 through June 30, 2019. Any salary adjustments shall be discussed by the parties prior to the commencement of the period to which the adjustment is applicable, provided, however, that if no salary adjustment is agreed upon, then the current salary shall remain in place.

**BENEFITS:**

The Director of Technology shall receive the following employment benefits:

1. Paid Time Off:
  - a. Fifteen (15) days of vacation annually (non-cumulative), to be scheduled with the approval of the Superintendent;
  - b. All holidays designated on the district calendar when the Central Office is closed;
  - c. Fifteen (15) days of sick leave annually, cumulative to ninety (90) days. Any unused days to be compensated at the Director of Technology's per diem rate upon his retirement or death, to a maximum of forty-five (45) days; and
  - d. Five (5) personal business days (non-cumulative).
2. Health and medical insurance benefits as set forth in the applicable contract year of the collective bargaining agreement between the Board and the Derby Administrators' Association. In the event that the Derby Administrators' health and medical benefits are set forth in a Memorandum of Agreement separate and distinct from the collective bargaining agreement, the Memorandum of Understanding shall apply.
3. Term life insurance coverage in the amount of \$100,000.
4. Accidental Death & Dismemberment insurance coverage in the amount of \$100,000.
5. Reimbursement for reasonable expenses related to the Director of Technology's continuing professional development, as approved by the Superintendent.

**SIGNED:**



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Dr. Matthew J. Conway, Jr. Superintendent

7/21/17  
Date

  
\_\_\_\_\_  
Kenneth Marcucio, Board of Ed. Chairman

7-24-17  
Date

\_\_\_\_\_  
Kosta G. Myzithras, Director of Technology

\_\_\_\_\_  
Date