



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 and City of Derby (“shared services unit”) 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:

- City, 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
- City and District Web based programs
- City and District email systems
- City and District Websites
- District Technology Professional Development

This is a twelve month assignment.

TERM:

This Agreement shall commence on July 20, 2018 and expire on June 30, 2021. The parties agree that in the event that either the Director of Technology do not agree to either extend this Agreement beyond June 30, 2021 or do not negotiate a successor agreement, the Director of Technology’s employment with the Board shall terminate effective on June 30, 2021.

EVALUATION

The Director of Technology shall be evaluated, in writing, at least annually by the Superintendent or his/her designee (including feedback from the City on the provided shared services); 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 Board of Education 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, for the period September 20, 2018 through June 30, 2021, the Director of Technology shall be paid the following:

- a. For the period from July 1, 2018 through June 30, 2019 a base annual salary of seventy-eight thousand seven hundred ninety seven dollars (\$83,797) **NOTE: this is 2.5% increase from PY +\$5K for additional responsibility.**

The Superintendent shall recommend a salary for the subsequent twelve month periods from July 1, 2019 through June 30, 2021. 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 to be the same as the unaffiliated staff.
- 3.
4. Term life insurance coverage in the amount of \$100,000.
5. Accidental Death & Dismemberment insurance coverage in the amount of \$100,000.
6. Reimbursement for reasonable expenses related to the Director of Technology's continuing professional development, as approved by the Superintendent.

SIGNED:

Dr. Matthew J. Conway, Jr. Superintendent

Date

James Gildea, Board of Education, Chairman

Date

Kosta G. Myzithras, Director of Technology

Date