



Derby Public Schools

Employment Agreement

Facilities Manager

EMPLOYMENT:

The Derby Board of Education (the Board) does hereby agree to employ Matthew Cunningham as the Facilities Manager 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 Facilities Manager agrees is responsible for creating and maintaining an appropriate and adequate physical environment to allow student learning to take place. The job responsibilities for this position as set forth in the job description and to include, but not limited to:

- Oversee the maintenance and repair of buildings and grounds
- Train and supervise custodial staff
- Assure optimal functioning of building systems
- Make recommendations to maintain and improve the facilities
- Oversee contractors working on the facilities
- Implement and manage approved projects
- Participate in the operating budget process
- Prepare and implement five year capital plan
- Maintain project files and warranty information
- Interface with administration to coordinate work and resolve facility concerns
- Proactively work with the business manager to augment operating procedures
- Work within grant guidelines for grant funded facility expenditures and projects
- Attend city meetings as directed
- Prepare bid documents for projects, supplies and services
- Serve as the District's coordinator of the Safety Services Program, including asbestos management; hazard communications; updating OSHA stands and regulations; underground storage tanks; training; pesticide notice, application, reporting; radon testing; and so forth.
- Performs related duties as required or as requested by the Superintendent his/her designee.

This is a twelve month assignment.

TERM:

This Agreement shall commence on December 18, 2020 and expire on June 30, 2023.

Effective upon signing, this document shall supersede any and all prior contracts and/or agreements between the Board and the Facilities Manager, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

The parties agree that in the event that either the Facilities Manager or the Board do not agree to either extend this Agreement beyond June 30, 2023, or do not negotiate a successor agreement, the Facilities Manager's employment with the Board shall terminate effective on June 30, 2023.

EVALUATION

The Facilities Manager 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 Facilities Manager will be entitled to receive a copy of the written evaluation and to meet with the Superintendent to review the evaluation. The Facilities Manager 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 Facilities Manager of its intention to re-elect the Facilities Manager 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 Facilities Manager of his duties and responsibilities as the Facilities Manager for the Board; (ii) incompetence; (iii) insubordination against the reasonable rules of the Board; (iv) the continued and repeated failure or refusal of the Facilities Manager to perform the duties required of him as an employee of the Board; (v) any violation by the Facilities Manager of any law or regulation or the Facilities Manager's conviction of a felony, or any perpetration by the Facilities Manager of a common law fraud; or (vi) any other misconduct by the Facilities Manager which is injurious to the financial condition or reputation of, or is otherwise injurious to the Board. The Board shall provide the Facilities Manager with the opportunity to be heard on this matter. Such meeting shall be held in executive session (unless the Facilities Manager requests that the meeting be held in public session) and shall be held within fifteen days of receipt of the Facilities Manager'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 Facilities Manager. If this Agreement is terminated by the Facilities Manager, the Facilities Manager shall provide sixty (60) days advance written notice to the Board.

COMPENSATION:

For all services rendered by under this Agreement, for the period from December 18, 2020 through June 30, 2023, the Facilities Manager shall be paid the following:

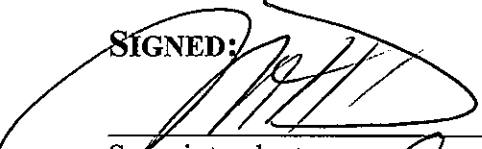
- a. For the period from December 18, 2020 through June 30, 2021, a base annual salary of (\$80,000.00).
- b. The Business Manager shall recommend a salary for the subsequent twelve-month periods from July 1, 2021 through June 30, 2023. Any salary adjustments shall be discussed by the parties prior to 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:

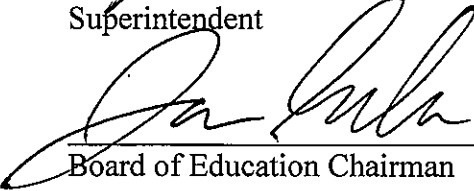
The Facilities Manager shall receive the following employment benefits:

1. Paid Time Off:
 - a. Fifteen (15) days of vacation annually (non-cumulative), to be scheduled with the approval of the Superintendent or Business Manager;
 - 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 Facilities Manager'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. Term life insurance coverage in the amount of \$100,000.
4. Accidental Death & Dismemberment insurance coverage in the amount of \$100,000.

SIGNED:



Superintendent



Board of Education Chairman



Facilities Manager

3/31/2021
Date

4/6/21
Date

4/20/21
Date