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CHARLES A. SMITH  
ASSISTANT SUPERINTENDENT FOR CURRICULUM & INSTRUCTION  
TOWN CLERK  
EMPLOYMENT AGREEMENT 2023-2026

AGREEMENT MADE as of this 8<sup>th</sup> day of June, 2023, by and between THE BOARD OF EDUCATION OF THE TOWN OF WILTON, County of Fairfield and State of Connecticut (hereinafter: called "the Board"), and Charles A. Smith of the Town of Stamford, County of Fairfield and State of Connecticut (hereinafter called "Assistant Superintendent for Curriculum & Instruction").

For and in consideration of the mutual covenants, conditions and agreements contained herein, the Assistant Superintendent for Curriculum & Instruction and the Board agree as follows:

I. APPOINTMENT:

Charles A. Smith is hereby re-appointed to the position of Assistant Superintendent for Curriculum & Instruction in accordance with its action at the meeting of the Board held on June 8, 2023; and Charles A. Smith hereby accepts such employment as Assistant Superintendent of Curriculum and Instruction upon the terms and conditions set forth in this Agreement.

II. TERM OF EMPLOYMENT:

The term of this appointment is for a period of three years, commencing July 1, 2023 and ending June 30, 2026, unless terminated as provided herein.

Prior to July 1, 2024, the Board of Education shall be required to vote upon a one-year extension of this Employment Agreement

III. DUTIES OF EMPLOYEE:

During the term of this Agreement, the Assistant Superintendent for Curriculum & Instruction shall perform the duties of Assistant Superintendent for Curriculum & Instruction in accordance with any pertinent job description or any other description of duties previously adopted by the Board and the Superintendent of Schools, and the same may be amended and modified during the term of this agreement. In addition, the Assistant Superintendent for Curriculum & Instruction shall perform such other duties as may be assigned to him by the Superintendent of Schools. During the term of this Agreement, the Assistant Superintendent for Curriculum & Instruction shall devote his entire working time and attention to his work for the Board. The Assistant Superintendent for Curriculum & Instruction shall faithfully, industriously, and to the best of his ability, experience and talents render the services required, and shall observe any and all rules, regulations and policies which the Board has established or shall hereafter establish. The Assistant Superintendent for Curriculum & Instruction shall render such services at such place or places as the Superintendent of Schools or the Board shall designate or as shall be necessary or appropriate in connection with such employment\*. Except with the prior written approval of the Superintendent of Schools, during the term of this Agreement, the Assistant Superintendent for Curriculum & Instruction shall not undertake or engage in

any other employment, occupation, or business enterprise other than one in which he is a passive investor. This limitation shall not apply to work or compensation as an author, professor, consultant, or presenter provided such work does not occur during work hours.

IV. SALARY:

The annual salary of the Assistant Superintendent for Curriculum & Instruction, shall consist of the sum of (a) a cash compensation for the period from July 1, 2023 through June 30, 2024 in the amount of two hundred thirty one thousand, six hundred nine dollars (\$231,609), payable in 26 installments plus (b) a cash payment in the annual sum of \$5,000 payable in a lump sum in each fiscal year covered by this agreement to a tax-sheltered annuity contract selected by the Assistant Superintendent for Curriculum & Instruction in accordance with Sections 403(b) & 457(b) of the Internal Revenue Code, as amended. The Board agrees to purchase the tax-sheltered annuity contract referred to in (b) above pursuant to a plan that satisfies Section 403 (b) of the Internal Revenue Code and any regulations promulgated there under. In addition to the amount specified in (b) above, the Assistant Superintendent for Curriculum & Instruction may elect to reduce his cash compensation as specified in (a) above by up to \$10,000 (or any larger amount permitted under the Internal Revenue Code for tax-sheltered annuity contracts) pursuant to a reduction agreement, with that amount being deposited by the Board to a tax-sheltered annuity contract under the plan available to Board employees generally in accordance with Sections 403(b) & 457 (b) of the Internal Revenue Code as amended. In addition, In recognition of meeting or exceeding Board of Education annual goals, a performance award of up to \$3,000 annually may be granted as part of this agreement. This practice will also be followed for the twelve-month period from July 1, 2025 through June 30, 2026.

The Superintendent shall recommend the salary for the subsequent twelve-month period from July 1, 2024 through June 30, 2025 to the Board. Any salary adjustments shall be discussed by the parties prior to 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 continue to remain in place. This practice will be followed for the twelve-month period from July 1, 2025 through June 30, 2026.

For purposes of reporting the Assistant Superintendent's salary to the Connecticut State Teachers' Retirement System the Board shall include the full amount of the base salary of the Assistant Superintendent as specified above.

V. INSURANCE AND OTHER BENEFITS:

- A. The Assistant Superintendent shall receive life and health insurance coverage as provided to other administrative employees of the district.
- B. In addition, the Assistant Superintendent of Curriculum & Instruction shall be covered by an income continuation/long-term disability benefit, funded by the Board, which would compensate him for up to 67% of his current salary with a cap of \$6,500 per month, provided that such income continuation/long-term disability benefit shall be subject to the terms and conditions of the Board's long-term

disability policy except the dollar amount of the income continuation benefit which shall be as stated herein.

- C. The Assistant Superintendent of Curriculum & Instruction shall receive three (3) personal business days, holidays as outlined in the annual school district calendar, and sick leave provisions as provided to other administrators below the rank of Superintendent. However, unless otherwise specified, the Assistant Superintendent of Curriculum & Instruction shall not be permitted to accumulate unused holidays beyond the calendar year in which said holidays fall.

VI. SICK LEAVE:

- A. The Assistant Superintendent for Curriculum & Instruction shall be granted twenty-one (21) days of regular sick leave per year cumulative to 200 days. Any sick leave days in excess of 21 used by the Assistant Superintendent for Curriculum & Instruction during any contract year shall be applied against and shall reduce the accumulation of excess of 200.
- B. The Assistant Superintendent for Curriculum & Instruction shall be granted ninety (90) days reserve sick leave upon entering employment. For each day of regular sick leave accumulated, one day of reserve shall be lost.
- C. No payment for days of reserve or accumulated regular sick leave shall be made to administrators upon their retirement or death.

VII. CRITICAL ILLNESS OR DEATH IN THE IMMEDIATE FAMILY:

Five (5) days absence with full pay will be allowed in anyone school year for critical illness or death in the immediate family. Critical illness shall normally be defined as a situation in which the family member is seriously ill to the extent that life is in peril.

Immediate family means spouse, children, members of the same household, parents, siblings, grandparents, brother-in-law, sister-in-law, mother-in-law, and father-in-law.

An additional five (5) days will be allowed in anyone school year for critical illness or death in the immediate family as described above and shall be charged against the Assistant Superintendent's accumulated sick leave.

These provisions do not deprive the Board of its prerogative to grant additional days under any of the above categories, if the Board, in its sole discretion, deems it to be appropriate.

VIII. VACATION:

- A. The Assistant Superintendent for Curriculum & Instruction shall receive thirty (30) vacation days annually.

- B. The Assistant Superintendent for Curriculum & Instruction may carry over into the current fiscal year unused vacation days which were earned in the fiscal year immediately preceding. Unused vacation days from prior fiscal years shall be forfeited.

IX. TRAVEL:

Effective July 1, 2019, and thereafter, travel/gasoline expense will be reimbursed at the rate of \$250 per month.

X. CERTIFICATION:

The Assistant Superintendent for Curriculum & Instruction shall possess a (092) Connecticut certificate and shall take all steps necessary and appropriate to maintain the certification from the State of Connecticut Department of Education. In the event that the State of Connecticut imposes any new or additional requirements, qualifications or certifications for a person holding the position held by the Assistant Superintendent for Curriculum & Instruction under this Agreement, the Assistant Superintendent for Curriculum & Instruction shall take all necessary and appropriate steps to acquire and maintain any newly-required State certification or qualification.

XI. OUTSIDE PROFESSIONAL ACTIVITIES:

In addition to the duties of employment, and subject to the approval of the Superintendent of Schools, the Assistant Superintendent for Curriculum & Instruction shall participate in appropriate professional meetings in order to continue professional development.

XII. EVALUATION:

The Superintendent of Schools shall evaluate the Assistant Superintendent for Curriculum & Instruction annually. The parties recognize that the evaluation process deals with personal qualities of the Assistant Superintendent for Curriculum & Instruction in which he has a legitimate privacy interest. Therefore, and in the interest of a candid and effective evaluation process, the parties agree that the documents related to evaluation under this contract shall be maintained as confidential documents to the extent permitted by law.

XIII. TERMINATION:

- A. This Agreement shall terminate and the obligations and covenants of the parties hereunder shall terminate upon the expiration of the term of this Agreement. The Assistant Superintendent for Curriculum & Instruction acknowledges that there is no right of continued employment as Assistant Superintendent for Curriculum & Instruction for any period of time after the date of termination.

- B. The Board may terminate this Agreement for cause at any time after written notice to the Assistant Superintendent for Curriculum & Instruction upon the occurrence of anyone of the events specified below:

1. An act by the Assistant Superintendent for Curriculum & Instruction constituting willful misconduct, embezzlement, fraud, or other criminal acts involving moral turpitude, or a breach of his fiduciary duty to the Board.
2. A material breach by the Assistant Superintendent for Curriculum & Instruction of one of the terms of this Agreement.
3. A continuing or repeated failure to perform the duties assigned to the Assistant Superintendent for Curriculum & Instruction by the Board, the Superintendent of Schools, or by any person under whose direction or supervision duties are performed by the Employee.
4. Any other due and sufficient cause.

C. The Board may terminate the employment of the Assistant Superintendent for Curriculum & Instruction at any time in accordance with the Conn. Gen. Stat. Section 10-151, and upon such action this separate Agreement shall also terminate.

D. The Assistant Superintendent for Curriculum and Instruction may terminate this agreement during its term upon written notification at least two months prior to the effective date of resignation. Such period may be waived by mutual agreement.

**XIV. GENERAL PROVISION:**

- A. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, but shall remain in full force and effect.
- B. This Agreement contains the entire agreement between the parties, and may not be amended except in writing duly executed by both parties.
- C. This Agreement shall be construed and the rights of the parties hereunder shall govern by the laws of the State of Connecticut.
- D. This Agreement may be executed in two counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 1<sup>st</sup> day of June, 2023.



Charles A. Smith, Ed.D.

ASSISTANT SUPERINTENDENT OF CURRICULUM AND INSTRUCTION



Ruth DeLuca

CHAIRMAN, WILTON BOARD OF EDUCATION