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WILTON BOARD OF EDUCATION

SUPERINTENDENT OF SCHOOLS

*Gloria A. Deluca*

EMPLOYMENT CONTRACT JULY 1, 2023 TO JUNE 30, 2026

WHEREAS the WILTON BOARD by vote on February 6, 2014 elected DR. KEVIN J. SMITH to serve as its Superintendent of Schools, effective July 1, 2014, and

WHEREAS DR. KEVIN J. SMITH accepted such employment, and

WHEREAS the parties have agreed that such employment shall continue for a new contract term, July 1, 2023 through June 30, 2026, and

WHEREAS the parties wish to set out the terms and conditions of such employment,

NOW THEREFORE the WILTON BOARD OF EDUCATION, acting through its Chairperson RUTH DELUCA, and DR. KEVIN J. SMITH, hereby agree as follows:

I. EMPLOYMENT

THE WILTON BOARD OF EDUCATION (hereinafter referred to as the "Board") hereby employs DR. KEVIN J. SMITH (hereinafter referred to as the "Superintendent") who hereby accepts employment as Superintendent of the Wilton, Connecticut Public Schools, upon the terms and conditions hereinafter set forth.

II. TERM

The term of the Superintendent's employment is for three years (July 1, 2023 through June 30, 2026), subject to the provisions of Paragraph VI of this Agreement. The Superintendent and Board agree to adhere to the following procedures to extend the Superintendent's employment under this Agreement for a new period not to exceed three (3) years at any time.

- A. Prior to the end of the first year of a three-year agreement, the Board, at the request of the Superintendent, may vote for a new agreement.
- B. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board shall vote for a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that his contract is about to expire and shall provide the Board this contract clause.
- C. Anything in this paragraph to the contrary notwithstanding, the provisions of Paragraph VI shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

III. SALARY

- A. The annual base salary of the Superintendent for the period July 1, 2023 through June 30, 2024 shall be the amount of Two Hundred Eighty-Seven Thousand, Four Hundred Three Dollars and Ninety-Nine Cents (\$287,403.99), and for the period July 1, 2024 through June

30, 2026, the amounts set forth in (E) below. Annual base salary shall be paid in equal installments with a frequency in accordance with the policy of the Board governing payment of other professional staff employees of the Board.

- B. The Superintendent shall be eligible to elect to make elective deferral contributions from his salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, including the catch-up limit of IRC Section 414(v), to be contributed toward the purchase of a 403(b) annuity (or 403(b)(7) custodian) for him with a tax sheltered annuity company (or 403(b)(7) custodian) he chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended. As elective deferral 403(b) contributions by the Superintendent, these elective deferral amounts, if any, shall count as salary of the Superintendent that is reported by the Board to the Connecticut Teachers' Retirement Board, and will be subject to the mandatory contributions payable to the Connecticut Teachers' Retirement Board in accordance with (D) below.
- C. The Superintendent shall be eligible to elect to make elective deferral contributions from his salary on a pre-tax basis for an eligible plan for him under Section 457 of the Internal Revenue Code, in accordance with the applicable regulations to Section 457 issued by the Internal Revenue Service. As elective deferral 457(b) contributions by the Superintendent, these elective deferral amounts, if any, shall count as salary of the Superintendent that is reported by the Board to Connecticut Teachers' Retirement Board, and will be subject to the mandatory contributions payable to Connecticut Teachers' Retirement Board in accordance with (D) below.
- D. For purposes of reporting the Superintendent's annual salary to the Connecticut Teachers' Retirement Board on which the mandatory employee contributions will be calculated and payable to the Connecticut Teachers' Retirement Board, the Board shall include the full amount of the total annual salary specified in (A) above, notwithstanding any 403(b) elective deferral or Section 457 contributions made by him pursuant to (B) and (C) above.
- E. After discussion with the Superintendent between June 1 and August 31, 2024, the Board shall set the salary for the Superintendent for the period July 1, 2024 through June 30, 2025, which salary adjustment shall be retroactive if approved after July 1, 2024.

After discussion with the Superintendent between June 1 and August 31, 2025, the Board shall set the salary for the Superintendent for the period July 1, 2025 through June 30, 2026, which salary adjustment shall be retroactive if approved after July 1, 2025.

In setting salary for the periods July 1, 2024 through June 30, 2025 and July 1, 2025 through June 30, 2026, the Board shall not set salary in an amount below the salary for the preceding year of this Agreement as set forth in (A) above.

#### IV. PROFESSIONAL CERTIFICATION AND DUTIES OF SUPERINTENDENT

- A. Certification - At all times during the term of this Agreement, the Superintendent shall meet the certification requirements of the State of Connecticut.

- B. Duties - The Superintendent is the chief executive officer of the Wilton Public Schools. In harmony with the policies of the Board, State Laws, and State Board of Education Regulations, the Superintendent has executive authority over the school system and is responsible for its supervision. He has the general authority to act at his discretion, subject to later approval by the Board, upon all emergency matters and those as to which his powers and duties are not particularly set forth or limited. He attends all meetings of the Board and participates in all Board deliberations, except when matters relating to his own employment are under consideration. He advises the Board on policies and plans that the Board takes under consideration, and he takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

It is understood that the retention of the Superintendent by a party other than the Board, to render an opinion or opinions on educational matters, or give lectures in the field of education, is not prohibited provided such activities do not interfere with the performance of his duties as Superintendent. The Board encourages the Superintendent to continue his teaching at the university level, given that such teaching not only benefits his students but also the Superintendent and the Wilton Public Schools.

#### V. PERFORMANCE EVALUATION

The Board shall devote a meeting, at least annually, to a discussion of the working relationships between the Superintendent and the Board. In addition, the Board shall evaluate and assess, in writing, the performance of the Superintendent at least once a year during the term of this contract, against a mutually agreed upon set of goals and objectives. Either the Superintendent or the Board may initiate more frequent discussions of the Superintendent's performance if either deems it appropriate.

#### VI. TERMINATION

The Superintendent may terminate this Agreement upon written notice to the Board, termination to be effective one hundred eighty (180) days from the date of such notice is received by the Board.

A. The parties may, by mutual consent, terminate this Agreement at any time.

B. The Board may terminate this Agreement at any time during its term for one or more of the following reasons:

- 1) Inefficiency or incompetence;
- 2) Insubordination;
- 3) Moral misconduct;
- 4) Disability as shown by competent medical evidence;
- 5) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of this Agreement is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that Agreement termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board, which shall be held within twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall send a copy of its

decision setting forth the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing.

Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to legal counsel at his own expense.

Any time limits established herein may be waived by mutual agreement of the parties. Notwithstanding the above, the Board may immediately suspend the Superintendent from his duties, with pay, when serious misconduct is alleged.

VII. VACATION

The Superintendent shall receive twenty-five (25) days of vacation in each year of this Agreement, exclusive of legal holidays. It is the intent of the board that vacation days provided for in this contract be taken during the year in which they are earned. However, should circumstances arise which do not allow for all days to be used, up to a total of six (6) vacation days can be deferred to the next year. At no time can the total number of vacation days available for use in one year exceed thirty-one (31) days. Upon cessation of employment, the Superintendent shall be paid for unused accumulated vacation days not to exceed thirty-one (31) days. Such pay shall be at a per diem rate of 1/261st of his annual salary for the contract year immediately preceding the cessation of the Superintendent's employment. In the event of death, unused and accrued vacation pay shall be paid to the Superintendent's estate.

VIII. PERSONAL AND BEREAVEMENT LEAVE

The Superintendent will be allowed five (5) days of personal leave and five (5) days of bereavement leave in each year of this Agreement.

IX. SICK LEAVE

The Superintendent shall begin his employment as superintendent of schools with sixty (60) days of sick leave credited to his sick leave account. In addition, the Superintendent shall earn eighteen (18) days of sick leave in each year of this Agreement cumulative to two hundred (200) days. The sixty (60) days of sick leave credited to the superintendent's sick leave account at the beginning of his employment as superintendent shall be deducted from said account as follows: At the end of any year of employment under this Agreement in which the Superintendent has more than sixty (60) earned sick days accumulated, such earned accumulated sick days in excess of sixty (60) shall replace the credited days until all credited days are replaced by sick days earned under this Agreement. No payment for days of unused accumulated regular sick leave shall be made to the Superintendent without the approval of the Board.

X. INSURANCE AND OTHER BENEFITS

- A. Medical Insurance - In each year of this Agreement the Board will pay the same percentage of the premiums as it pays for teachers, computed as of September 1 of each year, for a health insurance program substantially equal to the program in effect under the collective bargaining agreement between the Board and The Wilton Education Association unless a change in said program is agreed to by the Board and the Superintendent. To the extent allowed by law, the Superintendent shall be eligible to participate in the Board's Section 125 Plan with regard to his contribution to the cost of insurance premiums.

- B. Life Insurance - The Board shall provide the Superintendent with term life insurance coverage during each year of this Agreement in the amount of three (3) times the Superintendent's annual salary.
- C. The Superintendent 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 stated herein.
- D. The Board shall reimburse the Superintendent for the amounts deducted from his salary as specified in Section III(A) above and remitted to the Connecticut Teachers' Retirement Board pursuant to statute, up to a maximum gross reimbursement of Twenty Thousand Five Hundred Dollars (\$20,500). Such reimbursement shall be reported to the Superintendent as additional taxable income in accordance with the applicable IRS requirements.

XI. TRAVEL EXPENSES

The Board agrees to reimburse the Superintendent for all of his travel expenses incurred in the performance of his duties in accordance with existing policy on vouchers to be submitted by him on a monthly basis.

XII. PROFESSIONAL MEETINGS AND ACTIVITIES

The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. With prior approval from the Board, the Superintendent shall attend appropriate professional meetings at the local, State, and national level, the expenses in conjunction with said attendance to be incurred by the Board. Vouchers for such expenses shall be processed monthly. In addition, the Board shall provide reasonable release time. (i.e. a week in July as necessary) and reimbursement of related expenses up to a maximum of \$5,000.00 for the Superintendent to obtain national superintendent certification.

XIII. OTHER EXPENSES

The Superintendent shall be reimbursed for out-of-pocket expenses incurred in the performance of his professional duties. Vouchers for such expenses shall be processed monthly.

This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement, in writing, signed by both parties. Commencing upon signing, this Agreement supersedes any prior agreements between the parties, and shall be construed according to the laws of the State of Connecticut.

If any provision of this Agreement is declared void or unenforceable by any court or administrative body of competent jurisdiction, such provision shall be deemed to have been severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects to be valid and enforceable.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year set forth below.



Kevin J. Smith, Ph.D.  
SUPERINTENDENT OF SCHOOLS

7-10-23

Date



Ruth DeLuca, Chairperson  
WILTON BOARD OF EDUCATION

7/20/23

Date