

**WILTON BOARD OF EDUCATION**  
**SUPERINTENDENT OF SCHOOLS**  
**EMPLOYMENT CONTRACT JULY 1, 2017 TO JUNE 30, 2020**

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, 2017 through June 30, 2020, 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 BRUCE M. LIKLY, and DR. KEVIN J. SMITH hereby agree as follows:

1. EMPLOYMENT – THE WILTON BOARD OF EDUCATION (hereinafter referred to as the “Board”) hereby employs DR. KEVIN J. SMITH, (hereinafter referred to as the “Superintendent”) hereby accepts employment as Superintendent of the Wilton, Connecticut School District, upon the terms and conditions hereinafter set forth.
2. TERM - The term of the Superintendent’s employment is for three years (July 1, 2017 - June 30, 2020) subject to the provisions of Paragraph 6 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 of three (3) years.
  - A. Prior to the end of the first year of this Agreement, the Board shall vote on whether to renew this Agreement for a new three-year term.
3. SALARY- Effective July 1, 2017 the Superintendent’s salary shall be Two Hundred Thirty-Four Thousand Dollars (\$234,000), and effective December 1, 2017 the Superintendent’s salary shall increase to Two Hundred Forty-Two Thousand Dollars (\$242,000). The Superintendent may arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he/she 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.

After discussion with the Superintendent between June 1 and August 31, 2018, the Board shall set the salary for the Superintendent for the period July 1, 2018 through June 30, 2019, which salary adjustment shall be retroactive if approved after July 1, 2018, provided that the Board shall not set salary in an amount below the salary for the prior year.

After discussion with the Superintendent between June 1 and August 31, 2019, the Board shall set the salary for the Superintendent for the period July 1, 2019 through June 30, 2020, which salary adjustment shall be retroactive if approved after July 1, 2019, provided that the Board shall not set salary in an amount below the salary for the prior year.

4. 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.

- 5. 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.
- 6. 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 the 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.

7. 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 four (4) 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 twenty-nine (29) days. Upon cessation of employment, the Superintendent shall be paid for unused accumulated vacation days not to exceed twenty-nine (29) 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.
8. PERSONAL AND BEREAVEMENT LEAVE - The Superintendent will be allowed three (3) days of personal leave and five (5) days of bereavement leave in each year of this Agreement.
9. 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.

10. FRINGE 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.

11. 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.

12. 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.

13. 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


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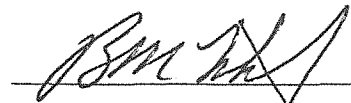
severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects to be valid and enforceable.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year aforesaid.

SUPERINTENDENT OF SCHOOLS

WILTON BOARD OF EDUCATION

 9/25/17  
Kevin J. Smith Date

 9/25/17  
Bruce M. Likly, Chair Date