

**SIMSBURY PUBLIC SCHOOLS  
CONTRACT OF EMPLOYMENT**

**SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education of the Town of Simsbury, Connecticut (hereinafter called the "Board") and Matthew T. Curtis that the Board, in accordance with its action by election pursuant to Connecticut General Statutes § 10-157 hereby employs Matthew T. Curtis as Superintendent of Schools and that Matthew T. Curtis (hereinafter the "Superintendent") hereby accepts employment as Superintendent of Schools of the Town of Simsbury, Connecticut upon the terms and conditions hereinafter set forth.

**1. DUTIES**

The Superintendent is the Chief Executive Officer of the Board. As such, he has executive authority over the school system and responsibility for its supervision. He has the general authority to act at his discretion upon all emergency matters and those as to which his powers and duties are expressly limited.

**2. OUTSIDE PROFESSIONAL ACTIVITIES**

The Superintendent may undertake speaking engagements, teaching, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of his responsibilities as Superintendent.

**3. TERM**

The term of employment under this contract is July 1, 2023 to June 30, 2026. No later than June 30, 2023, the Board shall decide, in accordance with the provisions of § 10-157 of the General Statutes, whether to elect the Superintendent to a new three year term.

**4. BASE SALARY**

The base salary of the Superintendent for the period July 1, 2023 to June 30, 2024 shall be comprised of the sum of the following:

- A. The annual base salary of the Superintendent for the period July 1, 2023 through June 30, 2024 shall be the sum of (a) Two Hundred Thirty-Nine Thousand, Six Hundred Thirty Eight Dollars (\$239,638), plus (b) an additional amount of Six Thousand Dollars (\$6,000), to be paid to the Superintendent in periodic installments through payroll, as to which amount the Superintendent will arrange to have an elective deferral deducted from his 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 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. Annual base salary shall be paid in periodic 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 may elect each year to reduce his annual salary as specified in (A) above by having additional elective deferrals (in addition the amount in (A)(b) above) deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, up to the applicable dollar limit set forth in Section 403(b) of the Internal Revenue Code, including any "catch-up" contribution, pursuant to a legally binding salary reduction agreement, under the plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.
- C. Section 403(b) elective deferral contributions made by the Superintendent to the 403(b) Plan pursuant to (A) and (B) above shall not reduce his annual salary that is reported to the Connecticut State Teachers' Retirement System. Accordingly, for the purposes of reporting the Superintendent's salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of his annual base salary equal to the sum specified in (A) and (B) above without regard to any salary reduction elected by the Superintendent pursuant to the previous paragraphs (A) and (B).
- D. The Superintendent may also further elect to reduce the cash portion of his salary set forth in (A) above for the contract year on a pre-tax basis pursuant to a legally binding salary reduction agreement and contribute said salary reduction amount as elective deferrals to a 403(b) account in accordance with limitations set forth in IRS Publication 17 with regard to maximum contribution limits under the plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.

For the purposes of reporting the Superintendent's salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of his annual salary equal to the sum specified in (A) and (B) above without regard to any salary

reduction elected by the Superintendent pursuant to the previous paragraph.

The base salary for the 2023-2024 fiscal year shall be determined by the Board provided, however, that the base salary for that year shall not be less than the base salary for the prior fiscal year.

#### **E. FRINGE BENEFITS**

A. The Board shall provide the Superintendent with an annual Board-paid non-elective contribution of \$30,000 to a 403(b) account with a tax sheltered annuity company of his choice under the plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.

B. The Board shall provide the Superintendent the same number of sick days as provide to other certified administrators in the district when this contract is executed (22 days) and the unused days shall accumulate at the end of each year to the maximum permitted for other certified administrators in the district when this contract is executed (220 days). There shall be no payout of sick leave upon termination of employment.

C. Except as is otherwise provided herein and to the extent consistent with the provisions of this Agreement, the Board shall provide the Superintendent the following insurance benefits:

BOE pays 85.5% of HDHP / 83.5% of HMO / 81.5% of PPO health insurance plan individual premium

BOE pays 100% of health insurance plan dependent premium

BOE pays 100% of dental insurance plan premium

BOE provides 3 times annual base salary in life insurance benefit, up to a maximum of \$600,000.

D. The Board shall provide the Superintendent with long term disability insurance coverage. The Board will pay 100% of the long term disability premium. The Superintendent may receive up to 60% of his pre-disability earnings (reduced by deductible income) for the duration that the Superintendent remains disabled. A 180 calendar day waiting period beginning from the date of disability applies before benefits may commence.

E. The Board shall pay the full cost of maintaining appropriate professional association memberships for the Superintendent.

F. The Board shall provide the Superintendent with 30 vacation days with an annual carry-over of ten days. The Board will pay for up to 15

days annually for unused vacation at a per diem rate of pay that is calculated by multiplying his current rate of pay by 1/260.

G. The Board shall reimburse the Superintendent for his mandatory contributions to the State Teachers' Retirement Board.

H. The Board shall reimburse the Superintendent for expenses incurred as a result of his attendance at conferences, meetings, events related to his professional responsibilities and his membership in professional organizations, related to the performance of his professional duties and for travel expenses incurred in the performance of his professional duties.

Reimbursement for out-of-state conferences and travel: the Superintendent shall be subject to the prior approval of the Board Chairperson. The Board shall provide an in-district travel allowance of \$3,500 per year.

I. Upon the Superintendent's retirement from the Simsbury Public Schools, the Board of Education will fund the full cost of the Superintendent and his dependent(s) group health (medical and dental) insurance plan(s) provided to district administrators, including the Medicare supplemental plan for retired administrators who participate in Medicare Parts A and B, less any contribution received from CT State Teacher Retirement Board. The Board shall bear the cost for such health insurance coverage for the Superintendent and his dependent(s) for as long the Superintendent and his dependent(s) are receiving benefits from Simsbury Public Schools.

J. At age 65, the Superintendent and his dependent(s) may continue in the group health insurance plan(s) provided to district administrators, including the Medicare supplemental plan made available to retired administrators who participate in Medicare Parts A and B. The Board of Education will fund the full cost of Medicare supplemental medical insurance plan(s) as well as group dental insurance plan(s) that are offered through the CT State Teacher Retirement Board or the Simsbury Board of Education less any contribution received from CT State Teacher Retirement Board.

K. Upon his retirement, the Board shall provide for continuation of said life insurance, provided that the Board shall pay no more than \$3,000 per year in premiums.

L. The Board will assume the cost of an annual physical examination of the Superintendent to the extent such cost is not covered by health insurance.

M. The following paid holidays will be granted: New Years' Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and Day after Christmas.

## **6. EVALUATION**

In accordance with Connecticut General Statutes Section 10-157, the Board shall evaluate the Superintendent annually in accordance with guidelines and criteria mutually determined and agreed to by the Board and the Superintendent.

## **7. TERMINATION**

- A. The parties may, by mutual consent in writing, terminate this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days.
- C. The Board may terminate this Agreement during its term for one or more of the following reasons:
  - 1. Inefficiency or incompetence;
  - 2. Insubordination against reasonable rules of the Board;
  - 3. Moral misconduct;
  - 4. Disability as shown by competent medical evidence;
  - 5. Failure to secure and maintain a certificate required by the State of Connecticut for employment as a superintendent in the District;
  - 6. Other due and sufficient cause.

In the event the Board seeks to terminate the contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of his contract is under consideration. Such notice shall be accompanied by written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that 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 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 at such hearing. The Board shall render its decision within fifteen (15) days of such hearing, and if the decision is to terminate this Agreement, the Board shall inform the Superintendent, in writing, of the reasons for its decision and

the evidence relied on. The Board's decision shall be based on the evidence presented at the hearing.

Any time limits established herein may be waived by mutual agreement of the parties.

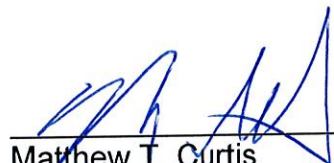
**8. GENERAL PROVISIONS**

If any part of the Agreement is invalid such invalidity shall not affect the validity of the remainder of this Agreement which shall remain binding on the parties.

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

6.13.2023  
Date

6.13.2023  
Date

  
\_\_\_\_\_  
Matthew T. Curtis  
Superintendent of Schools

  
\_\_\_\_\_  
Susan Salina  
Chairman, Simsbury Board of Education