



## Middletown Board of Education

“Unlocking the Potential in ALL Students”

311 Hunting Hill Avenue, Middletown, CT 06457 Telephone: (860) 638-1401

Web: [www.middletownschoools.org](http://www.middletownschoools.org)

### CONTRACT OF EMPLOYMENT SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the **Board of Education of the City of Middletown** (hereinafter called the "Board") and **Dr. Alberto Vázquez Matos** (hereinafter called the "Superintendent") that the said Board in accordance with its action on **June 11, 2024** by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Dr. Alberto Vázquez Matos as Superintendent of Schools and that he hereby accepts employment as Superintendent of Schools of upon the terms and conditions hereinafter set forth.

#### **1. CERTIFICATION:**

As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling him to serve as Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

#### **2. DUTIES:**

- A. The Superintendent is the chief executive officer of the board. In harmony with the policies of the Board of Education and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. 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.
- B. The Superintendent or his designee as approved by the Board of Education in advance shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except by Board invitation only when matters relating to his own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.

**3. BOARD/SUPERINTENDENT COMMUNICATION/ROLES**

- A. The Board and the Superintendent agree that they shall work together in the spirit of cooperation and teamwork, and shall provide each other periodic opportunities to discuss Board/Superintendent relationships and communication. Accordingly, by September 1, 2024, and periodically thereafter, the Board and the Superintendent shall meet to discuss how they will communicate and work cooperatively together.
  
- B. The Board understands and agrees that the best practice is for Board members to refer to the Superintendent all criticisms, complaints and suggestions, brought to their attention relative to the Superintendent or the District for the study, recommendation, and appropriate action. In addition, the Board understands and agrees that individual Board members are not authorized to give direction to the Superintendent regarding the management of the District unless duly authorized by the Board. Nothing in this Section shall be read as a promise or warranty relative to the actions or conduct of individual Board members.

**4. TERM:**

- A. The term of said employment is from **July 1, 2024 to June 30, 2027**.
  
- B. Prior to the end of the first year of this three-year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
  
- C. Prior to the end of the second year of this three-year agreement (or prior to the last year of this Agreement), the Board of Education 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.
  
- D. Anything in this paragraph to the contrary notwithstanding, the provisions of section 9 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

**5. BASE SALARY:**

- A. The annual base salary of the Superintendent for the **2024-2025** fiscal year shall be the sum of (a) Two Hundred and Twenty-Eight Thousand Ninety-Four Dollars; and (b) an additional amount equal to ten percent (10%) of the amount set

forth in subparagraph (a) above ( Twenty-Two Thousand Eight Hundred and Nine Dollars (\$22,809)), to be paid to the Superintendent in substantially equal installments during the contract year 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, and (c) a stipend payable in a lump sum at the beginning of the fiscal year of \$3,000 in recognition of the Superintendent's doctorate degrees. For purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the Superintendent's mandatory employee contributions to be deducted from his salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified in sections (a), (b) and (c) of this paragraph.

B. The annual base salary of the Superintendent for the **2025-2026** fiscal year shall be the sum of (a) Two Hundred Thirty Four Thousand Nine Hundred and Thirty-Six Dollars (\$234,936); and (b) an additional amount equal to ten percent (10%) of the amount set forth in subparagraph (a) above (Twenty-Three Thousand Four Hundred Ninety-Three Dollars (\$23,493)), to be paid to the Superintendent in substantially equal installments during the contract year 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, and (c) a stipend payable in a lump sum at the beginning of the fiscal year of \$3,000 in recognition of the Superintendent's doctorate degrees. For purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the Superintendent's mandatory employee contributions to be deducted from his salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified in sections (a), (b) and (c) of this paragraph.

C. The annual base salary of the Superintendent for the **2026-2027** fiscal year shall be the sum of (a) Two Hundred and Forty-One Thousand Nine Hundred Eighty-Four Dollars (\$241,984); and an additional amount equal to ten percent (10%) of the amount set forth in subparagraph (a) above (Twenty-Four Thousand One Hundred and Ninety-Eight Dollars (\$24,198)), to be paid to the Superintendent in substantially equal installments during the contract year 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, and (c) a stipend payable in a lump sum at the beginning of the fiscal year of \$3,000 in recognition of the Superintendent's doctorate degrees. For purposes of reporting the Superintendent's salary to the Connecticut State Teachers Retirement System, and for calculating the amount of the Superintendent's mandatory employee contributions to be deducted from his salary and paid to the Connecticut State Teachers Retirement System, the Board shall include the full amount of the total base salary specified in sections (a), (b) and (c) of this paragraph.

D. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

E. The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this contract, provided that any such adjustment shall not reduce the base salary amounts set out above or set in accordance with the process set forth above. The Board will consider, annually, a merit stipend based upon school district achievements. At the option of the Board, any such stipend may be added to the annual base salary of the Superintendent for the subsequent fiscal year.

## **6. FRINGE BENEFITS:**

- A. The Board of Education shall provide the Superintendent with fifteen (15) sick days annually, accumulative to a maximum of one hundred and fifty (150) days, and the sick days accumulated before July 1, 2024 shall be included in such accumulation. If accumulated sick days are unused, the Superintendent may request in writing/email, payment of 10% of unused accumulated sick days upon resignation, retirement, death or other termination of employment (except for cause). The request must be made to the Chief of Finance and Administration and must be reasonably granted.
- B. The Board of Education shall provide the Superintendent with twenty-five (25) vacation days annually deposited on July 1 of each year, with such days to be taken during the year in which they are earned. The Superintendent may carry over up in the following year a maximum of fifteen (15) days of vacation time, provided that any such days carried over shall be used in the next year (and carry-over days shall not accrue from year to year). If more than 10 vacation days were not used, the Board shall reimburse the Superintendent for up to five (5) additional unused vacation days. The request must be made to the Chief of Finance and Administration and must be reasonably granted. In the event of death, the value of all unused and accrued vacation accrual will

be paid to the Superintendent's estate at the daily  $\frac{1}{224}$  of annual salary times the number of accumulated days.

- C. The Superintendent has a twelve (12) month work year and shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Superintendent annually with three (3) personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of school hours.
- E. The Board of Education shall provide the Superintendent and his dependents with the same health insurance coverage as is provided for the school district teachers at the time of execution of this contract. The Superintendent shall pay the same premium cost share as such teachers. Should said health insurance coverage for such teachers change, the Board and the Superintendent shall negotiate over changes to this provision.
- F. The Board shall provide the Superintendent with term life insurance in the amount of his annual salary during the term of this Agreement. In addition, the Superintendent shall be entitled to purchase through the Board, at his own expense, additional term life insurance coverage up to two (2) times his salary.
- G. The Board shall pay the premium for a long-term disability insurance policy for Superintendent to compensate the Superintendent for sixty percent (60%) of the Superintendent's base salary under this Agreement after a suitable qualifying period as may be provided for and in accordance with any such policy as may be obtained.
- H. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties. Such expenses shall be documented and reimbursed in accordance with district procedures.
- I. The Superintendent of Schools shall receive a mileage stipend in the amount of \$6,000 which shall be paid at the commencement of each fiscal year he is employed by the Board as the Superintendent of Schools.
- J. In order to ensure the Superintendent's accessibility to the Board and staff members, and to enhance the Superintendent's ability to manage the District, the Board shall provide the Superintendent appropriate technology, including monthly charges for such technology, in the performance of these duties. This shall include a smartphone, electronic tablet, computer, laptop, and printer/scanner/fax machine. The Board shall own this technology. Upon

termination of employment, the Superintendent shall return all District equipment.

**7. OUTSIDE ACTIVITIES:**

- A. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Middletown Public Schools. Out-of-pocket expenses, as provided for in the district budget, for such activities will be borne by the Board, and the Board will expect periodic reports on these activities.
- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators, the Association of Latino Administrators and Superintendents, and the Connecticut Association of Latino Administrators and Superintendents.
- C. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of his responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, he shall provide the Chairperson written notice of such activities.

**8. EVALUATION:**

- A. The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said evaluation and assessment shall be reasonably related to the goals of the District for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and board of education relations, and personal and professional qualities and relationships. The Board shall meet and discuss the evaluation format with the Superintendent to agree on the development and adoption of a mutually agreeable evaluation format. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.
- B. The Board shall evaluate the Superintendent prior to the expiration of each year during the term of this Agreement. Not later than June 15, 2025 and not later than June 15th in each subsequent year of this Agreement, the Superintendent shall present to the Board of Education his self-appraisal of his accomplishments and his progress toward meeting the agreed-upon goals. Prior to preparing a written

evaluation, the Board shall discuss the Superintendent's performance, including review of the Superintendent's self-appraisal with him in executive session unless the Superintendent requires that such discussion be held in open session. A copy of the written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.

C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Chairperson of the Board may appoint a committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. Said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

## 9. TERMINATION:

A. The parties may, by mutual consent, terminate the contract at any time.

B. The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

C. The Board may terminate the contract of employment during its term for one or more of the following reasons:

- (1) Inefficiency, incompetence or ineffectiveness;
- (2) Insubordination against reasonable rules of the Board of Education;
- (3) Moral misconduct;
- (4) Disability as shown by competent medical evidence;
- (5) Other due and sufficient cause.

D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.

E. 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 a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that contract 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 thirty (30) 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 his own counsel, at his own expense. Any time limits established herein may be waived by mutual agreement of the parties.

F. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.

G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and vacation and, for the contract term otherwise remaining prior to termination, insurance benefits provided in this Agreement.

#### 10. GENERAL PROVISIONS:

A. If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

B. This contract 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. Upon signing, it supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the BOARD has caused this Employment Contract to be executed on its behalf by Sheila Daniels, Chairperson, Middletown Board of Education, duly authorized on **June 11, 2024**, and has executed this Employment Contract on **this \_12th\_ day of August, 2024**.

**SUPERINTENDENT OF SCHOOLS**

**MIDDLETOWN BOARD OF EDUCATION**

  
Alberto Vázquez Matos, Ed.D., Ph.D.

  
Sheila Daniels, Chairwoman

Sheila Daniels, Chairwoman