

**CONTRACT BETWEEN THE  
SUPERINTENDENT OF SCHOOLS AND  
THE BOARD OF EDUCATION OF PUTNAM, CONNECTICUT**

It is hereby agreed by and between the Board of Education of Putnam, Connecticut (hereinafter called the "Board") and **Steven R. Rioux** (hereinafter called the "Superintendent") that the said Board in accordance with the election held pursuant to 10-157 of the Connecticut General Statutes, on the **24<sup>th</sup> day of January 2023**, has and does hereby employ the said **Steven R. Rioux** as Superintendent of Schools of Putnam and that **Steven R. Rioux** hereby accepts employment as Superintendent of Schools of Putnam upon terms and conditions hereinafter set forth in this "Agreement".

**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/her to serve as Superintendent.<sup>1</sup>

**2. TERM**

- A. The term of the Superintendent's employment is for three (3) years, from **April 17, 2023** through **April 16, 2026**. The Superintendent and the Board agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:
- i. Prior to the end of the first year of a three-year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.
  - ii. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board of Education shall vote on whether or not to enter into a new agreement. At least three (3) months prior to that time, the Superintendent shall notify the Board that his/her contract is about to expire and shall provide the Board this contract clause.

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<sup>1</sup> School boards must notify the Commissioner of Education of its candidate for superintendent, and before a superintendent may begin work, the Commissioner must notify the school board that the superintendent is appropriately certified. Conn. Gen. Stat. § 10-157. However, with the Commissioner's approval, school boards may employ a person to serve as acting superintendent for up to ninety days, with or without appropriate certification. In addition, Conn. Gen. Stat. § 10-157 permits the Commissioner to waive certification for a superintendent under certain circumstances. If the Superintendent is employed pursuant to a waiver of certification, this provision must be revised.

- iii. In the event a new agreement is entered into, the time remaining under the old contract shall be incorporated into the new contract. At no time shall the Superintendent be under contract or contracts to the Board for a period greater than three (3) years.
- iv. The parties agree that the first such extension will coincide with the term of the contract with the Board's fiscal year.
- v. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 10 shall take precedence and the Superintendent's employment may be terminated under provisions of said Section.

### 3. 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/she has the general authority to act at his/her discretion, subject to later approval by the Board, upon all emergency matters and those as to which his powers and duties are not expressly limited or are not particularly set forth. He/she advises the Board on policies and plans that the Board takes under consideration, and he/she takes the initiative in presenting to the Board policy and planning issues for such consideration.
- B. The Superintendent or his/her designee as approved by the Board shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to his/her own employment and Board self-evaluation are under consideration. The Superintendent shall receive notice of all Board committee meetings and he/she or his/her designee may attend such meetings. The Superintendent shall receive a summary of all committee meetings he/she or his/her designee does not attend.
- C. It shall be the responsibility of the Superintendent to successfully perform all of the responsibilities as set forth in his/her job description (a copy of which is attached as Exhibit A).

### 4. COMPENSATION

- A. The Superintendent's base annual salary will be prorated from **April 17, 2023** through **June 30, 2023**, and shall consist of the sum of the following: **Prorated - \$39,769**
  - i. A cash component at the annual rate of **\$188,000**, made in periodic payments in accordance with the established pay dates for the school district; plus
  - ii. An elective tax sheltered annuity at the rate of **six percent (6.00%)** of the prorated base salary for this period, which amount the Superintendent will

arrange to have contributed as an elective deferral in accordance with Section 403(b)(12)(A)(ii) of the Internal Revenue Code toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice.

- B. The Superintendent's base annual salary for the years after **June 30, 2023**, during which this Agreement is in effect shall consist of the sum of the following:
  - i. A cash component in an amount to be determined as provided below; plus
  - ii. An elective tax sheltered annuity at the rate of **six percent (6.00%)** of the base salary, which amount the Superintendent will arrange to have contributed as an elective deferral in accordance with Section 403(b)(12)(A)(ii) of the Internal Revenue Code toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice.
- C. Each year after **July 1, 2023** during which this contract is in effect, the Board and the Superintendent shall meet at least ninety (90) days prior to June 30<sup>th</sup> for purposes of negotiating the Superintendent's salary for the subsequent contract year. 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 contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new contract with the Superintendent or that the termination date of the existing contract has been extended. Under no circumstances shall the salary for subsequent years be less than the salary for the previous year.
- D. Compensation for the Superintendent's services for any period that employment is renewed under the provisions of Section 4 shall be negotiated and agreed to by the Board and the Superintendent prior to the commencement of the new contract term.

## **5. FRINGE BENEFITS AND WORKING CONDITIONS**

- A. The Superintendent shall start the contract with **ninety (90) days** of accumulated sick leave. The Board shall provide the Superintendent with **twenty (20) sick days** annually, beginning July 1 of each year, to be used for legitimate illness. Sick days may be accumulated up to 150 days. There is no reimbursement or payout for sick days that have been accumulated.
- B. The Board shall provide the Superintendent with **thirty (30) vacation days annually**, exclusive of legal holidays, beginning July 1 of each year. Such vacation days will be taken within the twelve (12) months of the year in which it is provided and shall not be cumulative. A maximum of five (5) days shall be compensated by the Board on a per diem basis based upon the Superintendent's salary for the year in which the days were earned. The per diem rate for salary and fringe benefits will be calculated at 1/260.

- C. The Superintendent shall be entitled to **six (6) personal days** per year that shall be noncumulative. Personal days are to be used at the Superintendent’s discretion for pressing personal business that cannot be conducted outside of school hours. Whenever possible the Superintendent will notify the Board Chair in advance before taking a personal day.
- D. The Board will provide the following insurance coverage for the Superintendent and his/her dependents through either of the following plans or an additional optional plan or plans of the Board’s choosing:
1. High Deductible Health Plan (HDHP) with a Health Savings Account:
    - a. The Board shall implement a high deductible health care plan with a pre-tax dollar savings account feature which includes the following components:

<b>Cost Shares Provisions</b>	<b>In-Network</b>	<b>Out-of Network</b>
Annual Deductible (individual/aggregate family)	\$2,500/\$5,000 or \$3,000/\$6,000	
Co-insurance	100%	20/80% after deductible, up to co-insurance maximum
Annual Out-of-Pocket Maximum Co-insurance	\$2,500 individual coverage \$5,000 family coverage or \$3,000 individual coverage \$6,000 family coverage	\$5,000 individual coverage \$10,000 family coverage or \$6,000 individual coverage \$12,000 family coverage
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible. Thirty (30)-day supply pharmacy and ninety (90)-day supply mail; one hundred percent (100%) after deductible.	

2. **For the 2022-23 year, the Board shall contribute \$2,500 for the HSA amount.** Beginning July 1, 2023, the Board shall contribute **fifty percent (50%)** of the applicable HSA deductible amount. The Board shall deposit the employer’s share into the Superintendent’s HSA account in the first month of the fiscal year. The parties acknowledge that the Board’s **fifty percent (50%)** contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded. The Board shall have no obligation to fund any

portion of the HSA deductible if the Superintendent retires or separates from employment with the Board.

3. Eligible dependent children covered until age (26), consistent with Connecticut law.
4. Flexible dental plan (one hundred percent/eighty percent/fifty percent [100%/80%/50%] coinsurance, fifty dollar/two hundred dollar [\$50/\$200] deductible, two thousand dollar [\$2,000] maximum). Dependent dental insurance shall be provided by the Board at no additional cost to the Superintendent. The decision to add or drop dependent dental coverage will be subject to the same election procedures specified in the IRS Section 125 Cafeteria Plan for medical coverage.
5. The Board may provide such health insurance coverage through either the current carrier(s) listed, through alternate carriers, or through self-insurance, either in whole or in part, provided by the carrier(s). In terms of the administration and payment of claims, any carrier or self insurance that provides payment of covered expenses within thirty (30) days from the date that the claim is filed with the Board or its agent shall be deemed to be substantially equivalent on a plan wide basis to carriers that provide for direct payment to health care providers.

The Superintendent shall be notified in writing within thirty (30) days of any intention to change carriers and/or to self-insured and shall have a reasonable opportunity to review the proposed changes. The Board will provide a statement from an insurance expert or broker that such proposed change will result in substantially equivalent coverage on a plan wide basis. Failure to provide such a statement, however, will not nullify the Board's right to change.

6. The Board shall provide the Superintendent with an insurance identification card.
7. All Superintendent's retiring under the Connecticut Teachers' Retirement System shall have the right to purchase, at group COBRA rates, all health insurance coverage which the Superintendent received immediately prior to his/her retirement (including dependents' coverage).
8. The Superintendent shall pay a percentage of the premium for insurance coverage, other than life insurance, based on the actual rates for the coverages specified. Such percentage shall be as follows:

**High Deductible Health Plan (HSA)**

July 1, 2022

**20%**

Such deductions shall be through an IRS Section 125 account, such account to be at no cost to the Superintendent. The Superintendent may voluntarily participate in the deductions for premium share, medical and dependent care, which are allowed through an IRS 125 account through the Superintendent's personal contribution. The Board shall pay the remaining cost for insurance coverage.

9. The Superintendent shall be required to have a yearly wellness physical examination by a physician of his/her choice.
- E. The Board shall provide the Superintendent with term life insurance in the amount of **two hundred fifty thousand dollars (\$250,000)** under the plan adopted by the Board.
- F. The Board will reimburse the Superintendent for the cost of a long-term disability insurance policy in an amount not to exceed **five hundred dollars (\$500) annually**.
- G. The Board agrees to reimburse the Superintendent for no more than two (2) courses per contract year for work in appropriate subject areas that have been pre-approved by the Board.
- H. The Superintendent shall be granted the following holidays during the work year:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day*	President's Day
Thanksgiving	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day (2 days)	Independence Day
Floating Holiday	Juneteenth Day

\*If Veterans' Day is a school day, the Superintendent shall receive two (2) Floating Holidays.

- I. The fringe benefits will be prorated to the Superintendent's date of hire and date of resignation or retirement.

## 6. EXPENSES

- A. The Superintendent shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his/her professional duties in an amount not to exceed the budgetary allotment for such expenses. Vouchers for such expenses shall be processed monthly.

- B. The Board encourages the Superintendent to continue his/her professional development and expects him/her to participate in relevant learning experiences. The Board shall pay the actual expenses incurred by the Superintendent to participate in relevant professional development learning experiences and professional meetings at local, state, and national levels in an amount not to exceed the budgetary allotment for such expenses.
- C. The Board shall pay the full cost of the Superintendent maintaining professional association memberships in AASA, ASCD, CAPSS, CASCD, and the Northeast Area Superintendents' Association (NASA).
- D. The Board agrees to pay the Superintendent **three thousand six hundred dollars (\$3,600)** per year as reimbursement for all travel expenses in connection with his/her position for use of his/her personal vehicle within the state. IRS Language

## 7. PROFESSIONAL LIABILITY

In connection with its provision to the Superintendent of the defense and the indemnifications called for by Section 10-235 of the Connecticut General Statutes, in the event the interests of the Superintendent differ from the interest of the Board, the Board agrees to reimburse the Superintendent for all reasonable legal fees he incurs as a result of his engaging an attorney to represent his interests. In the event the Board and the Superintendent disagree as to whether the interests of the Superintendent differ from the interests of the Board, the issue shall be presented to a neutral third party, to be designated by the parties' respective counsel, for final decision. In addition to the foregoing, the Board's obligation to indemnify and defend the Superintendent pursuant to Section 10-235 of the Connecticut General Statutes shall extend to the period following his termination as Superintendent with respect to any claims made that relate to the period of time that he was in the position of Superintendent.

## 8. EVALUATION FORMAT

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement. Said evaluation and assessment shall be reasonably related to the goals and objectives of the Board of Education for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his/her performance (hereafter called "evaluation format"). The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, educational program, business matters, professional and educational leadership and personal qualities. The evaluation format shall provide for a rating system both as to overall performance and as to the specific criteria set forth in the evaluation format. The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith 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.

## **9. EVALUATION**

- A. The Board in Executive Session shall evaluate the Superintendent pursuant thereto within one hundred sixty (160) days but not less than thirty (30) days prior to the expiration of each fiscal year during the term of this Agreement.
- B. In the event that the Board determines under the evaluation format 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. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be deficient and all other instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent within thirty (30) days of its completion and the Superintendent shall have the right to make a written reaction or response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board in Executive Session shall meet with the Superintendent to discuss the evaluation.

## **10. TERMINATION**

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract 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 cause under one or more of the following reasons:
  - i. Inefficiency or incompetence,
  - ii. Insubordination against reasonable rules of the Board of Education,
  - iii. Moral misconduct,
  - iv. Death or Disability as shown by competent medical evidence,
  - v. Other due and sufficient cause.



- D. In the event the Board seeks to terminate this Agreement pursuant to Section 10.C. above, the Board shall notify the Superintendent in writing of the reasons therefore. Within fifteen (15) days after receipt from the Board of written notice that contract termination is being sought, the Superintendent may file with the Board a written request for a hearing before the Board, which will be held within twenty (20) days of receipt of such request. The Board shall render a 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 decision of the Board shall be based on the evidence presented at the hearing.
- E. Such hearing may be in public session at the option of the Board or the Superintendent. The Superintendent shall have the right to his own counsel at his own expense.
- F. Any time limits established herein may be waived by mutual written agreement of the parties.

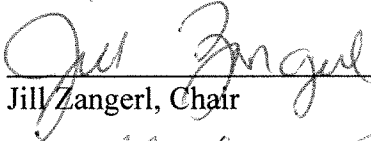
## **11. GENERAL PROVISIONS**

- A. This Agreement shall be deemed severable, and any part hereof which may be held invalid by a court or other entity of competent jurisdiction shall be deemed automatically excluded from this Agreement and the remaining parts shall remain in full force and effect.
- B. This Agreement contains the entire understanding of the parties hereto and constitutes the only agreement between the Board and the Superintendent regarding the employment of the Superintendent by the Board. This Agreement supersedes all prior agreements, either express or implied, between the parties hereto regarding the employment of the Superintendent by the Board.
- C. None of the terms or conditions of this Agreement shall be amended or modified unless expressly consented to in writing and signed by each of the parties hereto.
- D. This Agreement shall be governed by and construed under the laws of the State of Connecticut.

**SIGNATURE PAGE**

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


**PUTNAM BOARD OF EDUCATION**

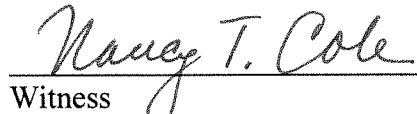
  
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Jill Zangerl, Chair

  
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Witness

2/11/23  
\_\_\_\_\_  
Date

**SUPERINTENDENT**

  
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Steven R. Rioux

  
\_\_\_\_\_  
Witness

2/6/23  
\_\_\_\_\_  
Date