

EMPLOYMENT CONTRACT  
BETWEEN  
STONINGTON BOARD OF EDUCATION  
AND  
SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Town of Stonington (hereinafter called the "Board") and Van Riley (hereinafter called the "Superintendent") that the said Board in accordance with the election held pursuant to 10-157 of the Connecticut General Statutes, on September 13, 2012 has and does hereby employ Van Riley as Superintendent of Schools of Stonington and that Van Riley hereby accepts employment as Superintendent of Schools of Stonington upon terms and conditions hereinafter set forth.

1. DUTIES

The Superintendent of Schools is the chief executive officer of the Board. In harmony with the policies of the Board of Education, State Laws, and State Board of Education Regulations, 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.

The Superintendent or his designee as approved by the Board of Education shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings and he or his designee may attend such meetings. The Superintendent shall receive a summary of all committee meetings he or his designee does not attend.

It shall be the responsibility of the Superintendent to meet all of the performance requirements set forth in his job description (a copy of which is attached as Exhibit A).

2. TERM

The term of employment under this Agreement is July 1, 2021 to June 30, 2022. The Superintendent and the Board of Education agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period of time.

At least three (3) months prior to June 30, 2022, the Superintendent shall notify the Board that this contract is soon to require extension and shall inform the Board of this contract clause. Subsequent to such notice, but not less than one (1) month prior to June 30, 2022 the Board of Education shall vote whether to issue a new agreement.

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.

RECEIVED FOR RECORD  
STONINGTON, CT.

21 JUN 28 AM 11:03

CYNTHIA LADWIG  
TOWN CLERK

### 3. COMPENSATION

Effective July 1, 2021, the Superintendent Van Riley salary shall be \$205,994 which includes a 2.5% increase.

Each year during which this contract is in effect, the Board and Superintendent shall meet at least ninety (90) days prior to June 30 of each year for purposes of negotiating the Superintendent's salary for the subsequent 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. Under no circumstances shall the salary for subsequent years be less than the salary for the previous year. It is provided, however, that by so doing it shall not be considered that the Board of Education has entered into a new contract with the Superintendent nor that the termination date of the existing contract has been extended.

### 4. FRINGE BENEFITS AND WORKING CONDITIONS

- A. With prior approval from the Board of Education, the Superintendent may undertake occasional consultative work.
- B. The Superintendent may undertake occasional speaking engagements, writing, or lecturing provided such activities do not interfere with the meeting of his responsibilities as Superintendent.
- C. The Board of Education shall provide the Superintendent with up to five (5) days per case with full pay for absence due to the death of a member of the immediate family.

Immediate family shall be defined as: spouse, mother, father, children, brothers, sisters, mother-in-law, father-in-law, grandmother, grandfather, brothers-in-law, sisters-in-law, legal guardian or anyone domiciled in the home for whom you provide primary care (as defined by the IRS Code Section 152 concerning dependent persons).

- D. The Board of Education shall provide the Superintendent with twenty-five (25) sick days annually to be used for legitimate illness.
- E. The Board of Education shall provide the Superintendent with thirty (30) vacation days annually, exclusive of legal holidays, beginning July 1<sup>st</sup> of each year. Unused annual leave days shall accumulate year to year.
- F. Upon separation from service with the Board of Education, the Superintendent will be paid for unused vacation days.
- G. The Board agrees to reimburse the Superintendent for the use of his vehicle outside the district on school business at the IRS allowable rate for professional travel.
- H. The Board shall provide the Superintendent with term life insurance equal to \$200,000 under the plan adopted by the Board of Education during the term of this agreement.
- I. The Board shall provide the Superintendent with such Long Term Disability coverage as is presently in place which coverage shall be paid for in its entirety by the Board.

- J. The Superintendent shall have a comprehensive medical examination once each year. A statement from the examining physician certifying to the physical competency of the Superintendent to perform his duties shall be filed with the secretary of the Board and treated as confidential information by the Board. The entire cost of said medical examination and reports shall be borne by the Board of Education.
- K. The Superintendent shall pay twenty percent (20%) of the health insurance benefit premiums for he and his spouse.
  - 1. Anthem Blue Cross/Blue Shield Century Preferred
  - 2. Dental – Full Service Dental Plan for Dental Care. (Comparable to BC/BS with Rider A and B)
- L. Anthem Blue Cross/Blue Shield Century Preferred

The Board may change carriers on any of the coverage listed above so long as the coverage provided is comparable to that provided prior to the carrier change.
- M. The Superintendent shall be allowed to deposit into a special flexible benefits account under Section 125 of the Internal Revenue Code, for the purpose of defraying additional medical costs that may be incurred by the Superintendent and/or his family. These monies may be expended for medical care and/or dependent care under Section 129 of the Internal Revenue Code. The Superintendent may also contribute voluntarily additional dollars to his account under the 125, 129, and 105(H) sections of the internal Revenue Code.

## 5. EVALUATION

The Board shall evaluate and assess the performance of the Superintendent annually during the term of this agreement by a mutually agreed upon format. Both parties shall attempt, in good faith, in accordance with Connecticut General Statute 10-157, to agree on evaluation guidelines and criteria which shall include written goals to be used in evaluating the Superintendent the following year.

## 6. TERMINATION

- A. The parties may, by mutual consent, terminate the contract of employment at any time.
- B. The Superintendent shall be entitled to terminate the contract upon written notice of ninety (90) days, except that the ninety-day (90) 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 or incompetence;
  - (2) insubordination against reasonable rules of the Board;
  - (3) moral misconduct;
  - (4) disability as shown by competent medical evidence; or
  - (5) 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 by certified or registered mail, 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 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 shall 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. The Board shall have the right to be represented by its own counsel. Any time limits established herein may be waived by mutual agreement of the parties.

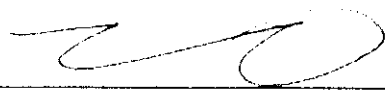
7. GENERAL PROVISIONS

- 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. Commencing upon signing, it supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the undersigned have executed this contract this 24<sup>th</sup> day of June 2021.



Superintendent of Schools



Chairman, Stonington Board of Education

6-24-2021

Date

6/24/2021

Date