

STERLING PUBLIC SCHOOLS

Sterling, Connecticut

CONTRACT SUPERINTENDENT OF SCHOOLS

THIS CONTRACT is made between Theodore F. Friend, of **Leicester**, Massachusetts, (hereinafter called "Mr. Friend") and the Board of Education of the Town of Sterling, County of Windham and State of Connecticut, (hereinafter called the "Board") in accordance with the election held pursuant to Connecticut General Statutes §10-157 on the 17th day of June 2026.

WITNESSETH

WHEREAS, the said Board requires the services of a Superintendent of Schools (hereinafter called the "Superintendent"); and

WHEREAS, Mr. Friend desires to serve the Board in the capacity of Superintendent:

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

1. EMPLOYMENT AND TERM

The Board agrees to employ Mr. Friend and he agrees to serve under the direction of the Board as Superintendent for the period commencing **July 1, 2026, through June 30, 2029**. By July 1, 2027 and July 1st of each contract year thereafter, the Board shall vote on whether the Superintendent's contract will be extended. At no time, however, shall the total length of the Contract exceed a period of three (3) years. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 7 herein shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

2. DUTIES

- A. The Superintendent is the chief executive officer of the Board. 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 the responsibility 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 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 initiative in presenting to the Board policy and planning issues for the Board's attention.
- B. The Superintendent shall receive notice of all meetings of the Board, its committees and subcommittees and, unless excused by the Board, shall attend all such meetings and shall participate in all Board deliberations, except when matters relating to the Superintendent's own employment, Board self-evaluation, or other exceptional circumstances as determined by the Board are under consideration.
- C. The Superintendent's work year shall be 145 days, including up to **10** remote workdays, scheduled on a flexible basis through discussions between the Board, or Board Chair, and the Superintendent.

**Sterling Public Schools
Superintendent's Contract
July 1, 2026 to June 30, 2029**

3. COMPENSATION

The Superintendent shall receive a base salary of one hundred seven thousand six hundred eighty-one dollars and zero cents (\$107,681.00) and fifteen thousand (\$15,000.00) for the Supervision of Outplacement Students and High School Special Education Students, paid in equal biweekly payments for the period July 1, 2026 through June 30, 2027. For purposes herein, "per diem" is defined as the Superintendent's base annual salary divided by 145. This rate (\$742.63) shall be in effect through June 30, 2029, unless amended through a written agreement between the Board and the Superintendent, and will be paid in addition to the Superintendent's base salary for any days beyond the 155 day work year at a per diem rate for which the Board approves additional work days for the Superintendent. If the Superintendent and the Board are unable to mutually agree as to the Superintendent's total annual base salary for the subsequent year, the total annual base salary shall continue at the rate in effect for the prior year. Under no circumstances shall the total annual base salary for any subsequent year be less than the total annual base salary for the prior year. The Board and the Superintendent shall meet no later than April 1 of each respective contract year, if any, for the purpose of negotiating the Superintendent's base annual salary for the subsequent fiscal year. Any adjustment in base annual salary made during the life of this Contract, or any extension thereof, shall be in the form of an amendment and shall become part of this Contract. By so doing, however, 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, unless a Board vote to extend the Contract has passed consistent with the provisions set forth in Section 2 herein.

4. FRINGE BENEFITS

Other than the base salary and any per diem days approved by the Board, the Superintendent shall receive no other remuneration or benefits than those expressly called for in this Contract.

5. BUSINESS EXPENSES

The Board will reimburse the Superintendent for business related parking fees and other extraordinary expenses of travel, fares for public transportation, lodging, meals, and expenses for conferences, conventions, meetings and recruitment that have received prior written approval by the Board.

6. CONFLICTS

The Superintendent may, with prior written notice and approval of the Board, undertake consultative work, speaking engagements, writing, lecturing and other professional duties and obligations for entities other than the Board, provided such activities do not interfere with the meeting of his responsibilities as Superintendent. It is further understood that whatever time is taken would be scheduled by the Superintendent outside his regular annual workdays.

7. TERMINATION

- A.** The parties may terminate this Contract at any time by mutual consent.
- B.** The Superintendent may resign for good reason effective not sooner than ninety (90) days following submission to and acceptance of the resignation by the Board at a duly convened meeting, provided the Superintendent has caused the item to be appropriately placed on the meeting agenda

**Sterling Public Schools
Superintendent's Contract
July 1, 2026 to June 30, 2029**

- C. The Board may terminate this Contract of employment during the term hereof as follows:
- i. By resolution of the Board relieving the Superintendent of all duties but retaining the obligation to pay the Superintendent's base annual salary and benefits for the remainder of the Term of this Contract. Such payment shall be through the end of the term of this Contract and base annual salary and benefit rates shall be those in effect at the time of the Board's resolution.
 - ii. The Board may terminate this Contract of employment during its term for one or more of the following reasons:
 - a. Inefficiency, ineffectiveness or incompetence;
 - b. Insubordination against rules of the Board of Education;
 - c. Moral misconduct;
 - d. Disability as shown by competent medical evidence;
 - e. Other due and sufficient cause as determined by the Board.
- D. If the Superintendent is terminated for any reason listed in sub-paragraph C.ii, above, his base annual salary shall be prorated to the effective date of termination and no additional payments will be due or payable to the Superintendent from the Board.
- E. The Board shall not terminate the Contract of the Superintendent under this section until it has given the Superintendent written notice, by hand delivery or registered or certified mail, return receipt requested, of its intent to consider such termination, the reason(s) therefore, and an opportunity for a hearing before the Board, or for the Superintendent to provide a written statement to the Board, to present evidence on the issue of termination. The Board will schedule such hearing or receive such statement within fifteen (15) days of the Superintendent's receipt of the notification specified above. Any such hearing so provided shall not extend beyond a cumulative total of five(5) hours, unless the Board, in its sole discretion, extends such time limit. The Board shall, within twenty (20) days of the close of such hearing, or receipt of written statement by the Board, render a written decision to the Superintendent that sets forth the Board's decision on termination and the rationale therefore. Any 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. Any time limits established herein may be waived only by a mutual written agreement of the Board and the Superintendent.

8. EVALUATION

- A. **FORMAT** - The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Contract. Said evaluation and assessment shall be reasonably related to the criteria listed below or such other criteria as mutually agreed upon in writing by the Board and the Superintendent or, absent agreement, as set by the Board. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his performance (hereafter called "evaluation format"). The evaluation format shall be reasonably objective and shall contain at least the

B. following criteria:

- i. Board-Superintendent relations;
- ii. community relations;
- iii. personnel relations; Iv.
- educational program;
- v. business matters;
- vi. professional leadership; and
- vii. 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 have the right to adopt an evaluation format within ninety (90) days of the commencement of each year of this Contract, regardless of whether mutual agreement has been reached.

- C. PROCEDURE** - The Board shall evaluate the Superintendent in executive session pursuant to the evaluation format between one hundred (100) days, but not less than thirty (30) days prior to the expiration of each fiscal year during the term of this Contract. If the Board determines the performance of Superintendent is deficient in any respect, it shall describe in writing, with reasonable detail, said deficient performance. 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 shall meet with the Superintendent in executive session to discuss the evaluation. The inclusion of the requirement to meet in executive session, wherever stated within this Section, shall constitute waiver by the Superintendent of his right to demand, in accordance with State law, that discussion of his appointment, employment, performance, evaluation, health or dismissal be discussed by the Board in open session. Such waiver shall apply only to discussions by the Board done in accordance with this Section.

9. RENEWAL

This Contract will be renewed only by an affirmative vote of the Board and consent of the Superintendent. The vote to renew this Contract shall be held not less than thirty (30) days prior to the expiration of the Contract.

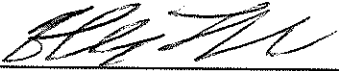
10. GENERAL PROVISIONS

- A.** If any part of this Contract is held to be invalid by a forum of competent jurisdiction, it shall not affect the remainder of said Contract, which 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, approved by the Board and signed by both parties. Commencing upon signing, it supersedes all prior contracts between the parties.

Sterling Public Schools
Superintendent's Contract
July 1, 2026 to June 30, 2029

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day of May 2026.

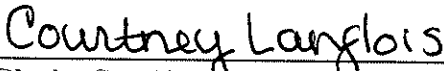
SUPERINTENDENT OF SCHOOLS



Theodore F. Friend Superintendent of Schools

Dated: 05-27-2026

STERLING BOARD OF EDUCATION



Chair, Sterling Board of Education

Dated: 6/17/26

AS AUTHORIZED by election at a duly noticed meeting of the Board on May 20, 2026.