

PROFESSIONAL AGREEMENT

PREAMBLE

- A. THIS AGREEMENT IS MADE AND ENTERED INTO this 12th day of October, 2017 by and between the Sprague Board of Education of the Town of Sprague located within the State of Connecticut (hereinafter referred to as the "Board") and Mr. David Erwin, of the Town of Middlebury, State of Connecticut (hereinafter referred to as the "Superintendent").
- B. In accordance with the provisions of this Agreement, the Board does hereby employ Mr. David Erwin as Superintendent for the Sprague Public Schools, and Mr. David Erwin does hereby accept employment as Superintendent for the Board under the terms and conditions hereinafter set forth in this Agreement.

ARTICLE I

CERTIFICATION

- A. The Superintendent shall maintain certification as a Superintendent, in accordance with all applicable statutes and regulations, throughout the term of this Agreement.

ARTICLE II

DUTIES

- A. The Superintendent shall serve as the chief executive officer for 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 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, shall attend all meetings of the Board and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration (unless the Board invites the Superintendent to participate in such deliberations), or unless his participation is deemed inappropriate for other reasons (e.g. deliberations concerning an expulsion matter). The Superintendent shall receive notice of all Board committee meetings, and he or his designee as approved by the Board shall attend such meetings as directed by the Board.

ARTICLE III

TERM

- A. This Agreement shall become effective January 3, 2018 and shall remain in effect through and including December 31, 2020. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the Board and the Superintendent, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

ARTICLE IV

COMPENSATION

- B. The Superintendent's annual salary from January 3, 2018 to December 31, 2018 shall be sixty-two thousand five hundred dollars (\$62,500.00) and shall be payable in biweekly equal installments. Year two shall be sixty-four thousand five hundred dollars (\$64,500.00) and year three shall be sixty-six thousand five hundred dollars (\$66,500.00).

ARTICLE V

FRINGE BENEFITS AND WORKING CONDITIONS

A. SICK LEAVE

1. The Superintendent shall be entitled to sick leave with full pay up to six (6) working days in year 1, seven (7) working days in year 2, and eight (8) working days in year 3. Unused sick leave shall be accumulated from year to year, so long as the Superintendent remains continuously in the service of the Board, up to one hundred eighty-five (185) days.
2. The Superintendent shall receive an accounting of the accumulated sick days credited to him with the first paycheck in September.

B. PERSONAL LEAVE

1. The Superintendent may request up to two (2) personal days annually for the following matters of pressing personal concern which cannot be conducted outside of working hours:
 - a. required attendance at a judicial or administrative hearing;
 - b. graduation of a member of the immediate family;
 - c. house closing;
 - d. illness of a member of the immediate family or household;
 - e. religious holidays;
 - f. emergency leave absence will be used solely for circumstances in which absence from service is necessary and unavoidable.

2. Personal leave shall not be used to extend or start a vacation period or holiday.
3. Except in cases of emergency, application for personal leave shall be made at least three (3) days before the day is taken.

C. TRAVEL

1. The Board shall provide the Superintendent with travel reimbursement at the IRS mileage rate for all Board approved business-related travel.

D. INSURANCE BENEFITS

1. The Board shall provide for the Superintendent, at its expense, term life insurance with Accidental Death and Dismemberment, coverage in the amount of one hundred thousand dollars (\$100,000), subject to the Superintendent's insurability.
2. The Board will provide a long-term disability policy.

E. ANNUAL ADMINISTRATIVE WORK SCHEDULE

1. The Superintendent shall work a twelve month schedule, working two (2) days per week (or 16 hours per week), and his working days will total at least one hundred and four (104) days. It is expected that the Superintendent shall normally work two (2) days per week during weeks when school is in session and during the summer recess.
2. The Superintendent shall be entitled to paid holidays on the days designated as holidays by the Board.

ARTICLE VI

TERMINATION OF AGREEMENT

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Superintendent may unilaterally terminate this Agreement at any time for any reason during its term upon ninety (90) days written notice, except that the ninety (90) days notice is not required if termination is part of an action to implement a new contract between the parties hereto, in which case the execution of the new agreement shall serve to terminate the prior agreement between the parties.
- C. The Board may terminate the Superintendent in accordance with the provisions of Connecticut General Statutes Section 10-151 et seq.


ARTICLE X

GENERAL PROVISIONS

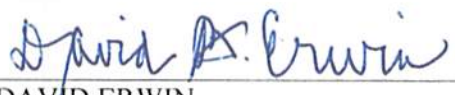
- A. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
- B. This Agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both parties.
- C. Notices to the Board, as required herein, shall be sent to the Secretary of the Board and notices to the Superintendent shall be sent to him at his home address.
- D. This agreement is being executed on behalf of the Board by Michael Smith, Sprague Board of Education Chairman, pursuant to a vote taken by the Board of Education, at a meeting duly held on October 11, 2017 authorizing Michael Smith, Sprague Board of Education Chairman, to execute this agreement on behalf of the Board.

IN WITNESS WHEREOF, the Parties have caused this contract to be executed by their proper officers, hereunto duly authorized.

SPRAGUE BOARD OF EDUCATION

BY: 
MICHAEL SMITH
Board Chairman

DATE: 10/13/17

BY: 
DAVID ERWIN
Superintendent

DATE: 10/13/17

Approved 10/13/17