

AGREEMENT

2021 JUL 11 AM 9:40

It is hereby agreed by and between the Board of Education for the Town of Plymouth, Connecticut (hereinafter referred to as the "Board") and Brian Falcone (hereinafter referred to as the "Acting Superintendent"), that the Board does hereby employ Brian Falcone as the Acting Superintendent of Schools, subject to the approval of the Commissioner of Education for the State of Connecticut and subject to the provisions of Section 10-157 of the Connecticut General Statutes, and that Brian Falcone hereby accepts such employment, upon the terms and conditions set forth in this Agreement.

1. Approval by Commissioner of Education

This Agreement shall be subject to, and conditioned upon, the approval of the Commissioner of Education with respect to Brian Falcone's appointment as Acting Superintendent of Schools, in accordance with Section 10-157(b) of the Connecticut General Statutes. In the event that the Commissioner of Education does not approve such appointment, and/or in the event of the expiration of any such approval, this Agreement shall terminate immediately by its terms. Upon becoming certified by the State Department of Education as Superintendent of Schools, Brian Falcone shall continue to maintain such certification throughout the term of this Agreement. Should any such certification thereafter terminate, this Agreement shall terminate immediately by its terms.

2. Duties

The Acting Superintendent shall serve as the chief executive officer of the Board. The Acting Superintendent is to ensure that Board policies and federal and state laws and

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### **2. Duties**

The Acting Superintendent shall serve as the chief executive officer of the Board. The Acting Superintendent is to ensure that Board policies and federal and state laws and

regulations are adhered to throughout the district. In harmony with the policies of the Board of Education, and federal and state laws and regulations, the Acting Superintendent has executive authority over the school system and the responsibility for its supervision. The Acting Superintendent 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. The Acting Superintendent 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 Acting Superintendent 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. The Acting Superintendent or his designee, as authorized by the Board, shall attend all Board Committee meetings.

### **3. Term of Agreement**

- A. The initial term of this Agreement shall be July 1, 2021 through June 30, 2022.
- B. The extension of this Agreement for the period July 1, 2022 through June 30, 2023 shall be conditioned upon either of the following occurring prior to July 1, 2022: 1) The approval of the Commissioner of Education with respect to the extension of Brian Falcone's appointment as Acting Superintendent of Schools for the period July 1, 2022 through June 30, 2023, in accordance with Section 10-157(b) of the Connecticut General Statutes; or 2) Brian Falcone's certification as Superintendent of Schools by the State Department of Education.

C. The extension of this Agreement for the period July 1, 2023 through June 30, 2024 shall be conditioned upon Brian Falcone's certification as Superintendent of Schools by the State Department of Education, prior to July 1, 2023.

D. Effective upon Brian Falcone's certification as Superintendent of Schools during the term of this Agreement, all references in this Agreement to "Acting Superintendent" shall be changed to "Superintendent."

E. Anything in this section to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Acting Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

#### **4. Work Year**

The work year for the Acting Superintendent shall be twelve months. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

#### **5. Base Salary**

The annualized base salary amounts set forth in this Agreement shall be pro-rated for any partial year of service as Acting Superintendent.

A. Effective July 1, 2021, Brian Falcone's base annual salary shall be as follows:

- 1) A cash component of One Hundred Seventy Thousand Dollars (\$170,000) per year; and
- 2) An additional sum of equal to six percent (6%) of the cash component set forth in Section 5.A(1) above, over and above that cash component, as to which amount

the Acting Superintendent will arrange to have an elective deferral deducted from the Acting Superintendent's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Acting Superintendent chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended.

Brian Falcone's base annual salary, as set forth in Sections 5.A(1) and 5.A(2) above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board. The total base annual salary compensation, as set forth in Sections 5.A(1) and 5.A(2) above, shall be subject to the State Teachers' Retirement Board contribution.

B. If the initial term of this Agreement is extended for the period July 1, 2022 through June 30, 2023 in accordance with the provisions of Section 3.B of this Agreement, the cash component of Brian Falcone's base annual salary rate shall be increased to One Hundred Seventy-seven Thousand Five Hundred Dollars (\$177,500) for the contract year beginning on July 1, 2022 through June 30, 2023, provided that such salary increase shall not become effective unless and until such date as the State Department of Education has certified Brian Falcone as Superintendent of Schools.

C. If the term of this Agreement is extended for the period July 1, 2023 through June 30, 2024 as a result of Brian Falcone's certification by the State Department of Education as Superintendent of Schools in accordance with the provisions of Section 3.C of this Agreement,

the cash component of Brian Falcone's base annual salary shall be increased to One Hundred Eighty Thousand Dollars (\$180,000) for the contract year beginning on July 1, 2023 through June 30, 2024.

**6. Benefits**

A. Pro-ration of Benefits: Except as otherwise expressly provided in this Agreement, all vacation, leave time and other benefits shall be pro-rated for any partial years of service as Acting Superintendent. There shall be no compensation for unused vacation or leave time except as otherwise expressly provided in this Agreement.

B. Sick Leave: The Board of Education shall provide the Acting Superintendent with twenty (20) sick days per fiscal year for personal illness of the Acting Superintendent. Such sick days shall be credited to the Acting Superintendent at the beginning of each contract year. Sick days shall be cumulative to a maximum of two hundred twenty (220) days.

The Acting Superintendent shall be entitled to payment for his accrued, unused sick leave upon retirement or resignation from employment with the Board, subject to the provisions of this paragraph. In order to be eligible for such payment, the Acting Superintendent must have completed at least five (5) years of service with the Board as Acting Superintendent and/or Superintendent. In such event, the payment rate shall be \$70 per day for each accrued, unused sick day, subject to a maximum of 220 days. In the event that the Acting Superintendent completes fifteen (15) years of service with the Board as Acting Superintendent and/or Superintendent, the payment rate shall be \$90 per day, subject to a maximum of 220 days. In order to be eligible for the payment set forth in this section, the

Acting Superintendent must provide at least thirty (30) days' prior written notice of resignation/retirement to the Board.

C. Vacation: The Board of Education shall provide the Acting Superintendent with twenty-five (25) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar. Such vacation days shall be credited to the Acting Superintendent at the beginning of each contract year. If the Acting Superintendent wishes to take one (1) week or more of vacation at a time, he/she shall notify the Board Chairperson of the dates of such vacation. The Acting Superintendent may not take more than three (3) consecutive weeks of vacation without the prior approval of the Board.

Vacation days shall be taken during the contract year that they are earned, except that the Acting Superintendent may carry over ten (10) days of vacation from one contract year to the next contract year. Effective June 30, 2022, the Acting Superintendent shall be compensated at his per diem salary rate for up to five (5) days of unused vacation. Effective June 30, 2023, the Acting Superintendent shall be compensated at his per diem salary rate for up to seven (7) days of unused vacation. Effective June 30, 2024, the Superintendent shall be compensated at his per diem salary rate for up to ten (10) days of unused vacation. The Acting Superintendent shall forfeit any other unused vacation days not carried over and not paid for in accordance with this contract section. The per diem rate shall be calculated at  $1/260^{\text{th}}$  of base annual salary.

D. Personal Days: The Acting Superintendent shall be entitled to up to five (5) days, for personal leave to conduct personal business that cannot be conducted at any other time

upon prior notification to the Board Chair. Such days may be used in half-day or full-day increments.

E. Bereavement Days: The Acting Superintendent shall be entitled to receive up to five (5) days per year for bereavement in the event of death in the Acting Superintendent's immediate family. Additional bereavement days may be granted in the discretion of the Board Chair.

F. Health and Dental Insurance Benefits: The Acting Superintendent shall have the right to enroll himself, his spouse and his eligible dependents in the the health and dental insurance plans provided to certified administrators employed by the Board. The Acting Superintendent shall pay, through payroll deduction, the following percentage of the premiums for such insurance coverage:

Effective July 1, 2021: 20%

Effective July 1, 2022: 21 %

Effective July 1, 2023: 22%

G. Life Insurance: The Board shall provide group term life insurance for the Acting Superintendent in the amount of One Hundred Fifty Thousand Dollars (\$150,000).

H. Insurance Benefits/General Provisions: Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.



I. Reimbursement for Use of Acting Superintendent's Automobile: The Board shall reimburse the Acting Superintendent for use of his automobile on school district business (excluding commuting to and from work) at the IRS mileage reimbursement rate.

**7. Evaluation Format**


The Board shall evaluate and assess in writing the performance of the Acting Superintendent at least annually during the term of this Agreement. This evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. The Board shall meet and discuss the evaluation format with the Acting Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. If the Board and the Acting Superintendent are unable to reach agreement on an evaluation format, the Board will determine the evaluation format. The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Acting Superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall provide for an evaluation system both as to overall performance and as to the specific criteria set forth in the evaluation format.

**8. Evaluation**

The Board in executive session shall evaluate the Acting Superintendent no later than May 31st of each year of this agreement. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Acting Superintendent no later than June 30 of each year of this Agreement. The Acting Superintendent shall have the right to

remain in effect. If there is any conflict between the provisions of this Amendment and corresponding provisions of the Agreement, the provisions of this Amendment shall control.

Plymouth Board of Education

By 

Walt Seaman, Chairman

Plymouth Board of Education

6-30-2021

Date

Brian Falcone

By 

Brian Falcone, Acting Superintendent of Schools

Plymouth Public Schools

6-16-21

Date

## AMENDMENT TO AGREEMENT FOR

Acting Superintendent of Plymouth Public Schools

### RECITALS

- A. Plymouth Board of Education ("Board") and Brian Falcone (Mr. Falcone) entered into an Agreement for Acting Superintendent of Plymouth Public Schools on June 6, 2021.

The Parties therefore agree as follows:

### AGREEMENT

The following Language will be added to the Agreement executed on June 6, 2021 to address the omitted Holiday language:

1. The Superintendent shall receive 13 paid holidays on which the Board of Education Offices are closed, and one (1) Floating Holiday. The named holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
1 Floating Holiday	New Year's Eve Day

2. This amendment will become effective when all parties have signed the document. The date on which the last party has signed this Amendment (as indicated by the date associated with that party's signature) will be deemed the date of this Amendment. The parties restate that all other provisions of the Agreement and agree that all such provisions

*Brian Falcone*

2021 JUN 30 AM 10:59

PLYMOUTH, CT  
TOWN CLERK'S OFFICE