

PLYMOUTH PUBLIC SCHOOL
SUPERINTENDENT AGREEMENT
JULY 1, 2024 - JUNE 30, 2027

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 "Superintendent"), that the Board does hereby employ Brian Falcone as the Superintendent of Schools, 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. Duties

The Superintendent shall serve as the chief executive officer of the Board. The 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 Superintendent has executive authority over the school system and the responsibility for its supervision. The 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 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 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 Superintendent or his designee, as authorized by the Board, shall attend all Board Committee meetings.

2. Term of Agreement

A. The term of this Agreement shall be July 1, 2024, through June 30, 2027.

B. Prior to July 1, 2025, the Board may vote for a new three-year agreement to take effect after the expiration of the existing first year of the contract. Prior to July 1, 2026, the Board shall vote for a new agreement to take effect after the expiration of the existing second year of the contract.

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

3. Work Year

The work year for the 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.

4. Base Salary

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

A. Effective July 1, 2024, Brian Falcone's base annual salary from July 1, 2024, through June 30, 2025, shall be as follows:

1) A cash component of two hundred two thousand eight hundred seventy eight dollars (\$202,878) per year; and

2) An additional sum equal to ten percent (10%) of the cash component set forth in Section 4.A(1) above, over and above that cash component, as to which amount the Superintendent will arrange to have an elective deferral deducted

from the 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 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; and

3) The Board shall reimburse the Superintendent 8.25% of his annual State Teachers' Retirement Board contribution at the end of the contract year.

Brian Falcone's base annual salary, as set forth in Sections 4.A(1) and 4.A(2) above, shall be payable in equal installments throughout the contract year, minus all applicable withholdings, 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 4.A(1) and 4.A(2) above, shall be subject to the State Teachers' Retirement Board contribution.

B. Effective July 1, 2025, Brian Falcone's base annual salary from July 1, 2025, through June 30, 2026, shall be as follows:

- 1) A cash component of \$205,922 (1.5% increase); and
- 2) An additional sum equal to ten percent (10.5%) of the cash component set forth in Section 4.B(1) above, over and above that cash component, as to which amount the Superintendent will arrange to have an elective deferral deducted from the 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 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; and

3) The Board shall pay the Superintendent an additional sum equal to 8.25% of the cash component set forth in Section 4.B(1) above as a part of his annual salary at the end of the contract year.

Brian Falcone's base annual salary, as set forth in Sections 4.B(1) and 4.B(2) above, shall be payable in equal installments throughout the contract year, minus all applicable withholdings, 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 4.B(1) and 4.B(2) and 4.B(3) above, shall be subject to the State Teachers' Retirement Board contribution.

C. The Board of Education voted and approved to renew Brian Falcone as the Plymouth Public School Superintendent from July 1, 2026, through June 30, 2027. Specific contractual details and salary compensation for the 2026 - 2027 school year shall be negotiated on or before July 1, 2025.

5. Benefits

A. Proration of Benefits: Except as otherwise expressly provided in this Agreement, all vacation, leave time and other benefits shall be prorated for any partial years of service as 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 shall provide the Superintendent with twenty (20) sick days per fiscal year for personal illness of the Superintendent. Such sick days shall be credited to the Superintendent at the beginning of each contract year. Sick days shall be cumulative to a maximum of two hundred twenty (220) days. The 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. The per diem rate shall be paid for each accrued, unused sick day, subject to a maximum of 110 days. In the event that the Superintendent completes ten (10) years of service with the Board as Superintendent, the

maximum number of paid accrued, unused sick days would increase 20 days per year, subject to a maximum of 150 days. In order to be eligible for the payment set forth in this section, the Superintendent must provide at least ninety (90) days' prior written notice of resignation/retirement to the Board. The per diem rate shall be calculated at 1/260th of base annual salary

C. Vacation: The Board shall provide the Superintendent with thirty (30) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar. Such vacation days shall be credited to the Superintendent at the beginning of each contract year. If the 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 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 Superintendent may carry over five (5) days of vacation from one contract year to the next contract year. Effective June 30th at the end of each contract year, the Superintendent shall be compensated at his per diem salary rate for up to ten (10) days of unused vacation. The 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 1/260th of base annual salary.

D. Personal Days: The 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 Superintendent shall be allowed five (5) working days leave with pay, in the case of death of spouse, child, legal guardian, sister, brother, grandparent, grandchild, mother in-law, or father in-law, foster child, foster parent, step parent, and step child. The employee shall be allowed two (2) working days leave, with pay in case of the death of a sister in-law, brother in-law, aunt, uncle, niece, nephew, or any other domiciled in the

employee's household at the time of said death. Additional bereavement days may be granted at the discretion of the Board Chair.

F. Holidays: The Superintendent shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, 1 Floating Holiday.

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

Effective July 1, 2024: 20%

Effective July 1, 2025: 20%

Effective July 1, 2026: Negotiated before July 1, 2025

Upon retirement from the Plymouth BOE, the Superintendent shall have the option of purchasing health insurance benefits as available, at the group rate, until the age 65. The Board will contribute 8.5% for each year of service (capped at 100%) toward the annual cost of health/dental/vision benefits for the Superintendent and his spouse for life. Upon turning 65, the Superintendent and his spouse shall transition to Medicare, and the Board will provide a comprehensive Medicare Supplemental Policy which covers all medical/prescription/dental/vision benefits for the Superintendent and spouse for life. The medical plan shall be a Supplemental Plan G. In the event Plan G is no longer offered, the next closest alternative will be provided to the Superintendent and his spouse for life. In order to be eligible for such payments, the Superintendent must retire from the Plymouth Public Schools or the Board does not vote for a new agreement to take effect after the expiration of the existing contract.

H. Life Insurance: The Board shall provide group term life insurance for the Superintendent that equals two and one-half (2.5) times his annual base salary.

I. 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.

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

6. Evaluation Format

The Board shall evaluate and assess in writing the performance of the 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 Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. If the Board and the Superintendent are unable to reach agreement on an evaluation format, the Board will determine the evaluation format. The evaluation shall be reasonably objective and provide overall performance to the specific criteria set forth in the evaluation format.

7. Evaluation

The Board in executive session shall evaluate the 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 Superintendent no later than June 30 of each year of this Agreement. The 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.

8. Professional Meetings

The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. Subject to budgeted appropriations and advance approval of the Board, the Superintendent may attend professional meetings, seminars and conferences related to the performance of his duties as Superintendent, with the expenses to be paid by the Board.

9. Outside Professional Activities

The Superintendent may undertake with prior approval of the Board consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with his responsibilities as Superintendent.

10. Termination of Agreement

1. In the event that the conditions set forth in Section 1 of this Agreement should not be met at any time during the term of this Agreement, this Agreement shall terminate immediately by its terms.
2. The parties may, by mutual consent, terminate this Agreement at any time.
3. The Superintendent shall be entitled to terminate this Agreement 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 between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

4. The Board may terminate this Agreement during its term for one or more of the following reasons:

- (1) Inefficiency or incompetence;
- (2) Insubordination against reasonable rules of the Board of Education;
- (3) Moral misconduct;
- (4) Disability which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, as shown by competent medical evidence;
- (5) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one or more reasons set forth in Section 11.D of this Agreement, it shall serve on the Superintendent 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 thirty (30) days after receipt of such request. The Board shall render its decision within fifteen (15) days of the completion of such hearing and shall send a copy of its decision to the Superintendent, setting forth the reasons and evidence for its decision. Such hearings may be in executive or public sessions at the option of the Superintendent. The Superintendent shall have the right to his own counsel at his own expense in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

11. General Provisions

1. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those

provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.

- 2. This Agreement 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 the effective date, it supersedes any and all prior agreements between the parties.
- 3. This Agreement shall be construed under the laws of the State of Connecticut.

Plymouth Board of Education

Brian Falcone

Karen Kulesa, Chair
Plymouth Board of Education

Brian Falcone,
Superintendent of Schools
Plymouth Public Schools

Date

Date