SUPERINTENDENT OF SCHOOLS
DARIEN BOARD OF EDUCATION

It is hereby agreed by and between the BOARD OF EDUCATION OF THE TOWN OF DARIEN, CONNECTICUT (hereinafter called the "Board") and Dr. Stephen V. Falcone (hereinafter also called the "Superintendent") that the Board, pursuant to its action by election pursuant to Section 10-157 of the Connecticut General Statutes, on the 25th day of May 2010 had and does hereby employ the said Stephen V. Falcone as Superintendent of Public Schools in the Town of Darien, Connecticut ("Darien") and that Stephen Falcone V. hereby accepts employment as Superintendent of Public Schools in Darien upon the terms and conditions hereinafter set forth.

1. DUTIES

A. In General. The Superintendent shall serve the Board as its regular full-time chief executive officer, with executive authority over the Darien Public School System (the "System") and responsibility for supervision of its programs, facilities and staff, and shall perform all duties incident to the office of the Superintendent as well as such other duties as the Board may from time to time assign, consistent with his position as Superintendent, and shall perform such duties in accordance with the policies, positions and directives of the Board, state laws, and State Board of Education regulations. The Superintendent shall advise the Board with respect to policies and plans that the Board takes under consideration, and shall take the initiative in presenting to the Board policy and planning issues for the Board's attention. At all times in performing his duties hereunder, the Superintendent shall devote his full attention to and exercise his best efforts on behalf of the Board and the Darien Public Schools.

B. Certification: At all times during the term of this Agreement, the Superintendent shall maintain all valid certifications required by the State of Connecticut to occupy a position as superintendent of schools, continue to meet all state and federal requirements applicable to superintendents and adhere to all applicable state and federal standards governing or related to the performance of his functions as Superintendent.

2. TERM

A. Initial Term. This Agreement shall be effective for the period commencing the 1st day of July, 2012 and ending on the last day of June, 2015, unless, pursuant to the provisions hereinafter set forth, this Agreement is terminated earlier by either party or by mutual agreement as set forth in this Agreement or is extended by mutual agreement for an additional term.

B. Renewal Term. The Board may, at its own initiative or at the request of the Superintendent, vote for a new three-year agreement at any time. Prior to June 30, 2014 and at least one year prior to contract expiration thereafter, however, the Board shall, by specific motion, vote whether to extend this Agreement for one or more years beyond its then-scheduled termination date, provided the law permits such extension. If the Board votes not to extend, or if a motion to extend is not carried by affirmative vote of a majority of the members of the Board, this Agreement shall remain in effect until: (a) it expires by its terms; (b) it is terminated in accordance with its terms; or (c) a successor Agreement is executed by the parties, whichever sooner occurs.

Anything in this paragraph to the contrary notwithstanding, the Termination provisions set forth in Section 5 shall take precedence and the Superintendent's employment may be terminated pursuant to the provisions of said section.

3. COMPENSATION

A. Salary: **(1)** The Board shall pay the Superintendent an annual base salary, which shall be the sum of (a) Two Hundred Twenty-Two Thousand Dollars ($222,000), plus (b) an additional amount equal to Fifteen Thousand Dollars ($15,000) to be paid bi-weekly on a regularly scheduled pay day established by the Board for said year commencing July 1, 2012, as to which amount the Superintendent will arrange to have elective deferrals deducted from his salary on a pre-tax basis pursuant to one or more legally binding salary reduction agreements as permitted under Sections 403(b) and 457(b) of the Internal Revenue Code, as amended, and then contributed in amounts elected by the Superintendent toward (i) the purchase of a 403(b) tax-deferred annuity with a tax sheltered annuity company of his choice pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended, and /or (ii) the purchase of a 457 investment in a Section 457 Plan that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service. Thereafter, any adjustments in the annualized salary shall be as determined by the Board after discussion with the Superintendent, provided that the Board shall consider such adjustments not less than annually during preparation of its annual budget beginning not later than January 2013. Adjustments shall be implemented at a time designated by the Board and shall be set forth on annualized salary adjustment forms appended to this Agreement. Such adjustment shall modify only the annualized salary figure set forth in Paragraph 3 (A)(1) hereof, and shall not constitute or be applied as a new agreement between the Board and the Superintendent or as an extension or modification of any other term or condition of this Agreement.

(2) To the extent the amount specified in Paragraph 3 (A)(1)(b) above does not exceed the applicable IRS dollar limits set forth in Sections 402(g), 457 and 414(v) of the Internal Revenue Code for the contract year, the Superintendent may also further elect to reduce the cash portion of his salary set forth in Paragraph 3 (A)(1)(a) above for the contract year on a pre-tax basis pursuant to a legally binding salary reduction agreement, provided that this salary reduction amount when added to the amount in Paragraph 3 (A)(1)(b) above does not exceed the applicable dollar limits and plan limits set forth in Sections 402(g), 457 and Section 414(v) of the Internal Revenue Code, and then contributed toward (a) the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice under the plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended, and /or (b) the purchase of a 457 investment in a Section 457 Plan that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service. The Superintendent shall execute such authorizations as are required to enable the Board to deduct such amounts from his salary set forth in Paragraph 3 (A)(1)(a) above and transmit them to the designated 403(b) and/or 457 funds. The Superintendent shall release and hold the Board harmless against any claim made against the Board relative to any such deductions and transmittals.

(3) Establishment or adjustment of the annualized salary shall not be construed as an extension of this Agreement or as a satisfactory evaluation of the Superintendent's performance. Any salary payments shall be subject to withholding for all payments required by State and Federal Law, including the Connecticut Teacher's Retirement Fund, and all voluntary deductions authorized by the Superintendent in writing and approved by the Board.

(4) For the purposes of reporting the Superintendent's base salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the total base salary as specified in Paragraph 3 A(1) above.

B. BENEFITS. The following benefits shall be made available to the Superintendent as part of his compensation package:

(1) Insurance Coverage.

(a) Medical Coverage. The Board will make comprehensive group hospitalization and medical coverage, as described herein, available during the term of this Agreement to the Superintendent and to his eligible dependants. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the medical plan in effect for school administrators in

the DAA unit as of the date on which this Agreement is effective (the "Medical Plan"), subject to the terms and conditions set forth in the Medical Plan and in this Paragraph.

(b) **Dental Coverage**. The Board will make comprehensive group dental coverage, as described herein, available during the term of this Agreement to the Superintendent and to his eligible dependants. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the dental plan in effect for school administrators in the DAA unit as of the date on which this Agreement is effective (the "Dental Plan"), subject to the terms and conditions set forth in the Dental Plan and in this Paragraph.

(c) **Long Term Disability Coverage.** Long Term Disability coverage will be provided for the Superintendent to provide his disability benefits should he become totally and permanently disabled under terms and conditions normally found in policies providing such coverage, as follows:

(i) 60% of the Superintendent's regular monthly base salary, as defined above, as of his last day worked Monthly benefit payments will be reduced by any amount paid the Superintendent through workers' compensation, social security, disability retirement benefits and any other offset normally found in long term disability policies.

(ii) Monthly disability payments will begin with the seventh (7th) month following the month in which the disability occurs and will continue to be made each month thereafter during the period of disability until the Superintendent ceases to be totally and permanently disabled, dies, reaches age 65, or becomes eligible for full retirement benefits under the Connecticut Teachers' Retirement Plan, whichever occurs first.

(d) Means Of Providing Covered Service And Terms. The Board may self-insure the Medical, Dental, Long Term Disability and/or other Plans described herein in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level substantially equivalent to the level of covered services in effect on the date this Agreement is signed. The Board will provide the Superintendent with as much advance notice as practicable of its plan to change the means by which it provides such covered service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

(e) Deductible, Coinsurance, Co-pay Requirements. The Superintendent must meet any and all deductible, coinsurance and/or co-pay requirements set forth in the Medical and/or Dental Plans, whether established by the Board's primary carrier, in an available alternate plan to which the Superintendent subscribes and/or by the care/service provider.

(f) Cost Containment. The Superintendent must comply with any and all of the requirements set forth in the Medical and/or Dental Plans, an available alternate plan to which the Superintendent subscribes and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

(g) Costs of Coverage. The Board and the Superintendent will share the cost of the Medical, Dental and Long-Term Disability coverage that the Superintendent elects for himself and his eligible dependants. For coverage under any of the Board's Medical, Dental and Long-Term Disability Plans, the Board will contribute an amount equal to the same percentage of the cost of coverage under the Board's primary Plans as it contributes for DAA unit members and the Superintendent will pay the balance through payroll deductions. Under no circumstances will the Board be required to contribute more for any coverage than an amount equal to said percentage of the cost of providing coverage through its primary carrier. The Superintendent shall provide the Board with written authorization to deduct his premium contribution from his pay.

(h) Life Insurance. The Board will provide group term life insurance coverage for the Superintendent in an amount equal to two and one-half times his regular annualized salary as of the beginning of each fiscal year in which this Agreement is in force. The Superintendent will not be required to contribute to the premium for such coverage.

(i) Change of Insurance Carrier. The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered services are not significantly diminished.

(j) Disputes Relating to Benefits. Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Board to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Superintendent directly with the

respective insurance carrier and shall not subject the Board to any claim in any forum. In no event shall the Board be considered to be an insurer or a guarantor of any covered services or benefits.

(k) Auto Vandalism. The Board will reimburse the Superintendent up to a maximum of $250 (or such lesser amount that is equal to the deductible under the Superintendent's own automobile insurance policy) for damage to his automobile caused by vandalism while the automobile was parked on school property at a time when the Superintendent was engaged in performing his job responsibilities.

(l) Eye Examinations. The Board will reimburse the Superintendent for eye examinations, subject to a maximum of $100 per Plan Year.

(2) Sick Days. The Board will provide the Superintendent with fifteen (15) sick days annually cumulative to one hundred eighty (180). The Board agrees that the Superintendent begins the initial contract with ninety (90) sick days accumulated. Nothing herein shall be construed or applied to exempt the Superintendent from the Board's attendance policies.

(3) Vacation. Beginning July 1, 2012, the Board shall provide the Superintendent with twenty-five (25) vacation days in each fiscal year of this Agreement, which shall be scheduled by the Superintendent at times during the fiscal year that will least likely conflict with the performance of his duties hereunder. Notwithstanding the foregoing, if the Superintendent is unable to schedule all twenty-five (25) vacation days prior to the end of the fiscal year for which they were credited, with prior written notification to the Board Chairperson the Superintendent may carry up to fifteen (15) such vacation days into the ensuing fiscal year, but shall not be permitted to accumulate such days from year to year thereafter. Vacation days shall be in addition to holidays recognized by the Board. Vacation pay remaining unused at the time of termination of employment will be paid to the Superintendent only if the termination results from his having given six (6) months written notice of his intent to resign in accordance with the provisions of Paragraph 5.A. hereof.

(4) Professional Associations and Meetings. The Board shall reimburse the Superintendent for the cost of his membership dues in relevant local, regional, state and national professional organizations, which shall include, but not be limited to, local, regional, state and national superintendent's associations, subject to limitations mutually agreeable to the Board and the Superintendent. The Board shall also reimburse the Superintendent for reasonable expenses he incurs to attend meetings at the local, state and national level of such professional organizations of which he is an active member, subject to prior approval of the Board.

(5) Travel Expenses. The Board shall reimburse the Superintendent for out-of-state travel and related expenses incurred by him in the performance of his duties, provided, such expenses are documented by the Superintendent and approved in advance by the Board according to its procedures. The Board shall not be obligated to reimburse the Superintendent for ordinary travel and related expenses incurred in the performance of his duties as Superintendent or for business-related travel within Fairfield County, Connecticut.

(6) Significant Individual Needs. The Superintendent shall not lose regular pay for time that he is required to be absent intermittently to attend to significant legal, religious, business, medical and family matters that cannot be addressed at times when he is not performing his duties hereunder, which shall include, but shall not be limited to, absence from work for a time reasonably required on the death of a member of his immediate family. The Superintendent shall inform the Board of the reason for any such absence on request.

4. GENERAL CONDITIONS.

A. Annual Medical Examination. The Superintendent shall have a comprehensive medical examination once each year by a medical doctor approved by the Board. The Superintendent shall authorize the examining physician to report to the Board simply as to his physical and/or emotional competency and fitness to perform his duties as Superintendent. The Board shall treat the report as a confidential medical record and shall pay the cost of the examination and the report. Nothing herein shall be construed or applied to prevent the Board from requiring the Superintendent to undergo a medical or psychiatric examination to determine his fitness to perform his duties at any time the Board has reason to believe such an examination is appropriate based on the Superintendent's behavior.

B. Performance Evaluation. The Board may evaluate the Superintendent's performance at any time in accordance with Board policy and practice, but shall not evaluate his performance less frequently than once annually in accordance with state law. The annual evaluation and assessment conducted pursuant to Section 10-157 of the Connecticut General Statutes shall be reasonably related to the goals and objectives of the school district for the year in question.

5. TERMINATION.

A. In General. The Board or the Superintendent may terminate this Agreement for any reason (a) at any time by mutual agreement, or (b) on or after July 1, 2012 or any subsequent July 1 during this Agreement, by delivery of at least six (6) months advance written notice to the other of a desire to terminate as of the end of the fiscal year in which such notice is given. During

the period between delivery of said notice and termination of this Agreement, this Agreement shall continue in full force and effect, and the Superintendent shall continue to exercise his best efforts in the performance of his duties as Superintendent, provided the Board and the Superintendent may shorten or extend such period by mutual written agreement. Failure of the Superintendent to exercise his best efforts in the performance of his duties will constitute cause for termination, and as of that date, will release the Board from its obligations under this Agreement, including, but not limited to, its obligations under Paragraph B below and any duty it might have to pay unused vacation pay at the time the Superintendent's employment is terminated, regardless of the reason.

B. **For Cause.** The Board may, at any time, with or without notice, terminate this Agreement for cause, but the Board shall inform the Superintendent in writing of the grounds for such termination unless the Superintendent waives such requirement in writing. The Board shall, upon written request made by the Superintendent within ten (10) business days following the date of such written statement of grounds, accord the Superintendent a hearing before the Board, a panel of the Board or a single Board member appointed by the Board, as the Board deems appropriate. At such hearing, the Board and Superintendent may be represented by legal counsel but each shall bear any costs incurred by such representation. Such hearing shall be conducted in closed, executive session. If a panel or individual member of the Board conducts the hearing, the panel or individual member shall, within a reasonable period after the hearing concludes, report to the Board with respect to the evidence, pleas and defenses presented at the hearing and the Board shall determine whether any action further shall be taken on the basis of the report.

6. GENERAL PROVISIONS

A. All notices or other communications to be given under this Agreement shall be in writing.

B. No waiver by any of the parties to this Agreement of any breach of any condition, term, or provision of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach of the same or any other condition, term or provision. This Agreement may not be amended, supplemented or otherwise modified except by a written instrument signed by both the Board and the Superintendent.

C. This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations and prior written and/or oral agreements, promises and representations with respect to the employment of the Superintendent.

D. If any provision of this Agreement shall be declared void or unenforceable by any court or administrative body of competent jurisdiction, such provision shall be deemed to have been severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects valid and enforceable.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the ___ day of August, 2012.

9/12/12

Stephen V. Falcone
Superintendent of Schools

Betsy Hagerty-Ross, Chairperson
Darien Board of Education

SUPERINTENDENT OF SCHOOLS
DARIEN BOARD OF EDUCATION

It is hereby agreed by and between the BOARD OF EDUCATION OF THE TOWN OF DARIEN, CONNECTICUT (hereinafter called the "Board") and Dr. Stephen V. Falcone (hereinafter also called the "Superintendent") that the Board, pursuant to its action by election pursuant to Section 10-157 of the Connecticut General Statutes, on the 25th day of May 2010 had and does hereby employ the said Stephen V. Falcone as Superintendent of Public Schools in the Town of Darien, Connecticut ("Darien") and that Stephen Falcone V. hereby accepts employment as Superintendent of Public Schools in Darien upon the terms and conditions hereinafter set forth.

1. **DUTIES**

A. In General. The Superintendent shall serve the Board as its regular full-time chief executive officer, with executive authority over the Darien Public School System (the "System") and responsibility for supervision of its programs, facilities and staff, and shall perform all duties incident to the office of the Superintendent as well as such other duties as the Board may from time to time assign, consistent with his position as Superintendent, and shall perform such duties in accordance with the policies, positions and directives of the Board, state laws, and State Board of Education regulations. The Superintendent shall advise the Board with respect to policies and plans that the Board takes under consideration, and shall take the initiative in presenting to the Board policy and planning issues for the Board's attention. At all times in performing his duties hereunder, the Superintendent shall devote his full attention to and exercise his best efforts on behalf of the Board and the Darien Public Schools.

B. Certification: At all times during the term of this Agreement, the Superintendent shall maintain all valid certifications required by the State of Connecticut to occupy a position as superintendent of schools, continue to meet all state and federal requirements applicable to superintendents and adhere to all applicable state and federal standards governing or related to the performance of his functions as Superintendent.

2. **TERM**

A. Initial Term. This Agreement shall be effective for the period commencing the 1st day of July, 2012 and ending on the last day of June, 2015, unless, pursuant to the provisions hereinafter set forth, this Agreement is terminated earlier by either party or by mutual agreement as set forth in this Agreement or is extended by mutual agreement for an additional term.

B. Renewal Term. The Board may, at its own initiative or at the request of the Superintendent, vote for a new three-year agreement at any time. Prior to June 30, 2014 and at least one year prior to contract expiration thereafter, however, the Board shall, by specific motion, vote whether to extend this Agreement for one or more years beyond its then-scheduled termination date, provided the law permits such extension. If the Board votes not to extend, or if a motion to extend is not carried by affirmative vote of a majority of the members of the Board, this Agreement shall remain in effect until: (a) it expires by its terms; (b) it is terminated in accordance with its terms; or (c) a successor Agreement is executed by the parties, whichever sooner occurs.

Anything in this paragraph to the contrary notwithstanding, the Termination provisions set forth in Section 5 shall take precedence and the Superintendent's employment may be terminated pursuant to the provisions of said section.

3. COMPENSATION

A. Salary: **(1)** The Board shall pay the Superintendent an annual base salary, which shall be the sum of (a) Two Hundred Thirty-Seven Thousand Dollars ($237,000), plus (b) an additional amount equal to Fifteen Thousand Dollars ($15,000) to be paid bi-weekly on a regularly scheduled pay day established by the Board for said year commencing July 1, 2012, as to which amount the Superintendent will arrange to have elective deferrals deducted from his salary on a pre-tax basis pursuant to one or more legally binding salary reduction agreements as permitted under Sections 403(b) and 457(b) of the Internal Revenue Code, as amended, and then contributed in amounts elected by the Superintendent toward (i) the purchase of a 403(b) tax-deferred annuity with a tax sheltered annuity company of his choice pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended, and /or (ii) the purchase of a 457 investment in a Section 457 Plan that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service. Thereafter, any adjustments in the annualized salary shall be as determined by the Board after discussion with the Superintendent, provided that the Board shall consider such adjustments not less than annually during preparation of its annual budget beginning not later than January 2013. Adjustments shall be implemented at a time designated by the Board and shall be set forth on annualized salary adjustment forms appended to this Agreement. Such adjustment shall modify only the annualized salary figure set forth in Paragraph 3 (A)(1) hereof, and shall not constitute or be applied as a new agreement between the Board and the Superintendent or as an extension or modification of any other term or condition of this Agreement.

(2) To the extent the amount specified in Paragraph 3 (A)(1)(b) above does not exceed the applicable IRS dollar limits set forth in Sections 402(g), 457 and 414(v) of the Internal Revenue Code for the contract year, the Superintendent may also further elect to reduce the cash portion of his salary set forth in Paragraph 3 (A)(1)(a) above for the contract year on a pre-tax basis pursuant to a legally binding salary reduction agreement, provided that this salary reduction amount when added to the amount in Paragraph 3 (A)(1)(b) above does not exceed the applicable dollar limits and plan limits set forth in Sections 402(g), 457 and Section 414(v) of the Internal Revenue Code, and then contributed toward (a) the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice under the plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended, and /or (b) the purchase of a 457 investment in a Section 457 Plan that meets the requirements of an eligible governmental plan as defined in the applicable 457 regulations issued by the Internal Revenue Service. The Superintendent shall execute such authorizations as are required to enable the Board to deduct such amounts from his salary set forth in Paragraph 3 (A)(1)(a) above and transmit them to the designated 403(b) and/or 457 funds. The Superintendent shall release and hold the Board harmless against any claim made against the Board relative to any such deductions and transmittals.

(3) Establishment or adjustment of the annualized salary shall not be construed as an extension of this Agreement or as a satisfactory evaluation of the Superintendent's performance. Any salary payments shall be subject to withholding for all payments required by State and Federal Law, including the Connecticut Teacher's Retirement Fund, and all voluntary deductions authorized by the Superintendent in writing and approved by the Board.

(4) For the purposes of reporting the Superintendent's base salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the total base salary as specified in Paragraph 3 A(1) above.

B. BENEFITS. The following benefits shall be made available to the Superintendent as part of his compensation package:

(1) Insurance Coverage.

(a) Medical Coverage. The Board will make comprehensive group hospitalization and medical coverage, as described herein, available during the term of this Agreement to the Superintendent and to his eligible dependants. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the medical plan in effect for school administrators in

the DAA unit as of the date on which this Agreement is effective (the "Medical Plan"), subject to the terms and conditions set forth in the Medical Plan and in this Paragraph.

(b) **Dental Coverage**. The Board will make comprehensive group dental coverage, as described herein, available during the term of this Agreement to the Superintendent and to his eligible dependants. Covered services will be made available at a level that is substantially equivalent to the level of covered services available under the dental plan in effect for school administrators in the DAA unit as of the date on which this Agreement is effective (the "Dental Plan"), subject to the terms and conditions set forth in the Dental Plan and in this Paragraph.

(c) **Long Term Disability Coverage.** Long Term Disability coverage will be provided for the Superintendent to provide his disability benefits should he become totally and permanently disabled under terms and conditions normally found in policies providing such coverage, as follows:

(i) 60% of the Superintendent's regular monthly base salary, as defined above, as of his last day worked Monthly benefit payments will be reduced by any amount paid the Superintendent through workers' compensation, social security, disability retirement benefits and any other offset normally found in long term disability policies.

(ii) Monthly disability payments will begin with the seventh (7th) month following the month in which the disability occurs and will continue to be made each month thereafter during the period of disability until the Superintendent ceases to be totally and permanently disabled, dies, reaches age 65, or becomes eligible for full retirement benefits under the Connecticut Teachers' Retirement Plan, whichever occurs first.

(d) **Means Of Providing Covered Service And Terms.** The Board may self-insure the Medical, Dental, Long Term Disability and/or other Plans described herein in whole or in part or, upon termination of an insurance contract with any carrier, may enter into an insurance contract with the same or a different carrier to provide covered services at a level substantially equivalent to the level of covered services in effect on the date this Agreement is signed. The Board will provide the Superintendent with as much advance notice as practicable of its plan to change the means by which it provides such covered service or to self-insure, which, under normal circumstances, shall be not less than sixty (60) days in advance.

(e) Deductible, Coinsurance, Co-pay Requirements. The Superintendent must meet any and all deductible, coinsurance and/or co-pay requirements set forth in the Medical and/or Dental Plans, whether established by the Board's primary carrier, in an available alternate plan to which the Superintendent subscribes and/or by the care/service provider.

(f) Cost Containment. The Superintendent must comply with any and all of the requirements set forth in the Medical and/or Dental Plans, an available alternate plan to which the Superintendent subscribes and/or by the care/service provider concerning pre-certification, pre-admission testing, utilization review, second opinions and other such cost control and utilization monitoring provisions.

(g) Costs of Coverage. The Board and the Superintendent will share the cost of the Medical, Dental and Long-Term Disability coverage that the Superintendent elects for himself and his eligible dependants. For coverage under any of the Board's Medical, Dental and Long-Term Disability Plans, the Board will contribute an amount equal to the same percentage of the cost of coverage under the Board's primary Plans as it contributes for DAA unit members and the Superintendent will pay the balance through payroll deductions. Under no circumstances will the Board be required to contribute more for any coverage than an amount equal to said percentage of the cost of providing coverage through its primary carrier. The Superintendent shall provide the Board with written authorization to deduct his premium contribution from his pay.

(h) Life Insurance. The Board will provide group term life insurance coverage for the Superintendent in an amount equal to two and one-half times his regular annualized salary as of the beginning of each fiscal year in which this Agreement is in force. The Superintendent will not be required to contribute to the premium for such coverage.

(i) Change of Insurance Carrier. The Board shall have the sole discretion to choose its primary carrier, to change carriers and/or to self-insure in whole or in part, provided that the level of covered services are not significantly diminished.

(j) Disputes Relating to Benefits. Eligibility for benefits shall be determined exclusively in accordance with the provisions of the respective insurance contracts acquired by the Board to provide covered services, and any dispute relating to eligibility for or the amount of covered services or benefits in any individual case shall be processed by the Superintendent directly with the

respective insurance carrier and shall not subject the Board to any claim in any forum. In no event shall the Board be considered to be an insurer or a guarantor of any covered services or benefits.

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(l) Eye Examinations. The Board will reimburse the Superintendent for eye examinations, subject to a maximum of $100 per Plan Year.

(2) Sick Days. The Board will provide the Superintendent with fifteen (15) sick days annually cumulative to one hundred eighty (180). The Board agrees that the Superintendent begins the initial contract with ninety (90) sick days accumulated. Nothing herein shall be construed or applied to exempt the Superintendent from the Board's attendance policies.

(3) Vacation. Beginning July 1, 2012, the Board shall provide the Superintendent with twenty-five (25) vacation days in each fiscal year of this Agreement, which shall be scheduled by the Superintendent at times during the fiscal year that will least likely conflict with the performance of his duties hereunder. Notwithstanding the foregoing, if the Superintendent is unable to schedule all twenty-five (25) vacation days prior to the end of the fiscal year for which they were credited, with prior written notification to the Board Chairperson the Superintendent may carry up to fifteen (15) such vacation days into the ensuing fiscal year, but shall not be permitted to accumulate such days from year to year thereafter. Vacation days shall be in addition to holidays recognized by the Board. Vacation pay remaining unused at the time of termination of employment will be paid to the Superintendent only if the termination results from his having given six (6) months written notice of his intent to resign in accordance with the provisions of Paragraph 5.A. hereof.

(4) Professional Associations and Meetings. The Board shall reimburse the Superintendent for the cost of his membership dues in relevant local, regional, state and national professional organizations, which shall include, but not be limited to, local, regional, state and national superintendent's associations, subject to limitations mutually agreeable to the Board and the Superintendent. The Board shall also reimburse the Superintendent for reasonable expenses he incurs to attend meetings at the local, state and national level of such professional organizations of which he is an active member, subject to prior approval of the Board.

(5) Travel Expenses. The Board shall reimburse the Superintendent for out-of-state travel and related expenses incurred by him in the performance of his duties, provided, such expenses are documented by the Superintendent and approved in advance by the Board according to its procedures. The Board shall not be obligated to reimburse the Superintendent for ordinary travel and related expenses incurred in the performance of his duties as Superintendent or for business-related travel within Fairfield County, Connecticut.

(6) Significant Individual Needs. The Superintendent shall not lose regular pay for time that he is required to be absent intermittently to attend to significant legal, religious, business, medical and family matters that cannot be addressed at times when he is not performing his duties hereunder, which shall include, but shall not be limited to, absence from work for a time reasonably required on the death of a member of his immediate family. The Superintendent shall inform the Board of the reason for any such absence on request.

4. GENERAL CONDITIONS.

A. Annual Medical Examination. The Superintendent shall have a comprehensive medical examination once each year by a medical doctor approved by the Board. The Superintendent shall authorize the examining physician to report to the Board simply as to his physical and/or emotional competency and fitness to perform his duties as Superintendent. The Board shall treat the report as a confidential medical record and shall pay the cost of the examination and the report. Nothing herein shall be construed or applied to prevent the Board from requiring the Superintendent to undergo a medical or psychiatric examination to determine his fitness to perform his duties at any time the Board has reason to believe such an examination is appropriate based on the Superintendent's behavior.

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5. TERMINATION.

A. In General. The Board or the Superintendent may terminate this Agreement for any reason (a) at any time by mutual agreement, or (b) on or after July 1, 2012 or any subsequent July 1 during this Agreement, by delivery of at least six (6) months advance written notice to the other of a desire to terminate as of the end of the fiscal year in which such notice is given. During

the period between delivery of said notice and termination of this Agreement, this Agreement shall continue in full force and effect, and the Superintendent shall continue to exercise his best efforts in the performance of his duties as Superintendent, provided the Board and the Superintendent may shorten or extend such period by mutual written agreement. Failure of the Superintendent to exercise his best efforts in the performance of his duties will constitute cause for termination, and as of that date, will release the Board from its obligations under this Agreement, including, but not limited to, its obligations under Paragraph B below and any duty it might have to pay unused vacation pay at the time the Superintendent's employment is terminated, regardless of the reason.

B. **For Cause.** The Board may, at any time, with or without notice, terminate this Agreement for cause, but the Board shall inform the Superintendent in writing of the grounds for such termination unless the Superintendent waives such requirement in writing. The Board shall, upon written request made by the Superintendent within ten (10) business days following the date of such written statement of grounds, accord the Superintendent a hearing before the Board, a panel of the Board or a single Board member appointed by the Board, as the Board deems appropriate. At such hearing, the Board and Superintendent may be represented by legal counsel but each shall bear any costs incurred by such representation. Such hearing shall be conducted in closed, executive session. If a panel or individual member of the Board conducts the hearing, the panel or individual member shall, within a reasonable period after the hearing concludes, report to the Board with respect to the evidence, pleas and defenses presented at the hearing and the Board shall determine whether any action further shall be taken on the basis of the report.

6. GENERAL PROVISIONS

A. All notices or other communications to be given under this Agreement shall be in writing.

B. No waiver by any of the parties to this Agreement of any breach of any condition, term, or provision of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach of the same or any other condition, term or provision. This Agreement may not be amended, supplemented or otherwise modified except by a written instrument signed by both the Board and the Superintendent.

C. This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations and prior written and/or oral agreements, promises and representations with respect to the employment of the Superintendent.

D. If any provision of this Agreement shall be declared void or unenforceable by any court or administrative body of competent jurisdiction, such provision shall be deemed to have been severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects valid and enforceable.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the ___ day of August, 2012.

Stephen V. Falcone	**Betsy Hagerty-Ross, Chairperson**
Superintendent of Schools	**Darien Board of Education**