



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

SIMSBURY BOARD OF SELECTMEN

Main Meeting Room – Simsbury Town Hall – 933 Hopmeadow Street, Simsbury

Special Meeting – November 16, 2017– 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

SELECTMEN ACTION

- a) Authorize the First Selectwoman to issue a conditional offer of employment for the Town Manager position

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

November 16, 2017

Via Regular U.S. Mail and E-Mail (meccappy@hotmail.com)

Maria E. Capriola, M.P.A.
57 Serwan Avenue
Willimantic, CT 06226

Re: Conditional Offer of Employment

Dear Maria:

On behalf of the Board of Selectmen of the Town of Simsbury, I am very pleased to extend a conditional offer of employment to you for the position of Town Manager. This letter describes the pre-employment conditions as well as the benefits, terms and conditions of employment applicable to the Town Manager position.

As you know, your employment by the Town of Simsbury is conditioned upon the ratification of this Conditional Offer of Employment or the approval of an employment agreement by the newly elected Board of Selectmen on or after December 4, 2017, when the applicable provision of the revised Charter take effect. All of the members of the newly elected Board of Selectmen were included in the decision to extend this conditional offer to you. Your conditional offer of employment by the Town of Simsbury will accordingly be on the agenda of the Board of Selectmen's first meeting on December 4, 2017. In the absence of action by the new Board of Selectmen to approve your employment, the terms of this conditional offer cannot be implemented and the offer is of no force or effect.

Pre-Employment Conditions:

- This offer is subject to the completion of a background investigation to be conducted by Municipal Resources, Inc.
- It is also subject to a pre-employment medical examination demonstrating the ability to perform the essential functions of the position, as required, and a drug test. Please sign and return the enclosed authorization form for the examination and drug test. We will be in contact regarding scheduling.
- Please provide us with copies of your of diplomas from the educational institutions from which you have received college degrees.
- Finally, your employment is conditioned upon the execution of a mutually agreeable Employment Agreement with the Town.

Telephone (860) 658-3230
Facsimile (860) 658-9467

LHeavner@simsbury-ct.gov
www.simsbury-ct.gov

An Equal Opportunity Employer
8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

Terms and Conditions of Employment:

The following are key terms and conditions of employment that have been determined to be mutually agreeable. Upon receipt of confirmation of your acceptance of these terms and approval of your employment by the newly elected Board of Selectmen, the Town's attorney will incorporate these into an Employment Agreement for execution by you and the Board. Additional terms and conditions are addressed in the Town of Simsbury's Personnel Rules and Regulations which will be provided to you via a separate email. In the event of any conflict between the Personnel Rules and Regulations and the terms set forth below, the terms contained in this conditional offer and/or your Employment Agreement shall govern:

- The Employment Agreement term shall be for a term of three years, beginning upon the date that you start employment with the Town of Simsbury and subject to the earlier termination provisions below. Your start date is anticipated to be January 29, 2018 and shall be no later than February 12, 2018.
- Your starting salary for the position of Town Manager is \$152,500. At the end of your first year of employment, your base salary will increase by \$2,500 to a total of \$155,000, provided you meet mutually agreed-upon performance related goals in connection with the development of an economic strategic plan. Wage increases thereafter will be based on satisfactory job performance, shall be consistent with the general wage increase awards for non-union full-time staff and shall become effective on the effective date applicable to non-union full-time staff.
- A summary of the benefits available to you as a non-union management level employee of the Town of Simsbury is attached as Exhibit A. If you have any question about these benefits, please contact Thomas Cooke, Director of Administrative Services, at (860) 658-3264 or Eric Gomes, Human Resources, at (860) 658-3291. You shall also be entitled to the following benefits not specifically enumerated in Exhibit A:
 - **Severance:** In the event your employment with the Town of Simsbury is terminated without cause, you will be provided with severance pay and benefits as follows:
 - Termination during the first year of employment: ten (10) months of base salary and ten (10) months of continued health insurance benefits with the Town of Simsbury maintaining the employer share of the health insurance premium.
 - Termination during the second year of employment: nine (9) months of base salary and nine (9) months of continued health insurance benefits with the Town of Simsbury maintaining the employer share of the health insurance premium.
 - Termination during the third year of employment: eight (8) months of base salary and eight (8) months of continued health insurance benefits with the Town of Simsbury maintaining the employer share of the health insurance premium. Your receipt of all such severance payments and benefits shall be conditioned upon your execution of a general release of all claims against the Town of Simsbury which shall be prepared by the Town's Attorney in a form acceptable to the Town.
 - **Vacation:** You will be entitled to four (4) weeks of vacation to start. You will be subject to the vacation leave benefits and accruals as other non-union full-time employees.

- **Vehicle Allowance:** You will be entitled to a vehicle allowance of \$350 per month, to include the cost of gas but excluding other travel-related costs such as parking. You agree to provide the Town of Simsbury with a Certificate of Insurance indicating that your vehicle is insured.
- **Professional Development:** The Town will cover the costs of your membership in ICMA and will cover the cost of the ICMA credentialing process should you choose to pursue it. The Town will also budget funds on a fiscal year basis for one multi-day national or regional professional development conference of your choosing (typically ICMA or GFOA), provided that professional development costs must be reasonable.
- **Moving and Relocation Expenses:** You will receive a one-time stipend of five thousand dollars (\$5,000) granted within thirty (30) days of execution of an Employment Agreement to assist with expenses associated with your relocation to the Town of Simsbury.
- **Hours of Work:** The position of Town Manager is an exempt position under state and federal law and may require work weeks of forty (40) hours or more. As an exempt employee, you are not entitled to overtime pay. Recognizing that you will be devoting a great deal of time outside of the normal work schedule, you will be allowed to establish an appropriate work schedule and to use appropriate flex time.
- **Cell Phone and Laptop:** The Town will issue and pay for a cell phone and laptop with docking station for your use in connection with Town business.
- **Conflict of Interest:** Pursuant to Chapter 13 of the Town ordinances and Section 1003 of the Town Charter concerning "Conflict of Interest", you would be required to execute a Conflict of Interest form and remain in compliance with the Code of Ethics at all times during your employment with the Town. We have enclosed a Conflict of Interest form and a copy of the Code of Ethics. You will need to execute this form and return it to this office.

Once you have accepted this conditional offer the Board of Selectmen formally announces your selection. Please work with Tom Cooke to develop a mutually acceptable press release. Please let me know the earliest date that the Town can make this announcement to the media.

Please feel free to discuss any questions you may have with Tom Cooke, our Director of Administrative Services. Tom can be reached at (860) 658-3264. I would like to extend my personal congratulations and convey the enthusiasm of the Board of Selectmen on your selection. I am sure we all look forward to working with you in the months and years ahead.

Sincerely,

Lisa L. Heavner
First Selectwoman

Enclosures

Maria E. Capriola, M.P.A.
Conditional Offer of Employment
November 16, 2017

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Cc: Thomas F. Cooke – Director of Administrative Services

I hereby accept the Town's conditional offer of employment with the terms and conditions set forth above:

Maria E. Capriola

Date: _____



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Appendix A

Employee Benefits for Unaffiliated Employees

Pension Plan

Employees have the option of participating in either the Town's Defined Benefit pension plan or the Town's Defined Contribution plan:

- The **Defined Benefit Pension Plan** requires an employee contribution of seven percent (7%) of salary to the plan. Employees are vested after five years of service.
- The **Defined Contribution Pension Plan** provides for the option of an employee contribution of either (2%) or (4%) to the plan on a pre-tax basis. The Town will contribute (2%) or (7%) of salary, respectively. Town contributions are vested on a five year graded basis.

Medical, Dental and Vision Benefits

Employees have the choice of participating in the Town's medical and dental insurance programs. In the event an employee elects to participate in these programs, the employee will pay twenty percent (20%) of the annual cost of the insurance to the Town.

Medical Plan options include an HMO or a High Deductible Health Plan (HDHP). The Town contributes (50%) of the deductible responsibility for those who elect the HDHP.

In the event an employee elects not to enroll in the Town's medical plan, the employee may receive an annual prorated credit of \$2,000.

Employees may enroll in the Vision Plan on a voluntary basis. The Town does not contribute towards the cost of the Vision plan.

Retiree Health Insurance Benefits

Retirees may participate in the Town's Retiree Health Insurance plan. At age 62 the Town pays 100% of the annual premium cost until the employee reaches age 65. Retirees may then enroll in supplemental insurance coverage. The retiree is responsible for (25%) of the annual premium cost for themselves and (100%) of the annual premium cost for dependents.

Retirees may also elect dental coverage. Retirees are responsible for 100% of the annual premium cost for themselves and their dependents.

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egomes@simsbury-ct.gov
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457(b) Deferred Compensation Plan

Participation in the Deferred Compensation Plan is voluntary. Contributions may be made on either a pre-tax or post-tax (Roth) basis.

OPEB

Employees contribute 2.0% of pay for a period of 10 years into an Other Post Employment Benefit (OPEB) trust fund. If after 5 years if an employee does not elect or is not eligible for retiree health benefits upon separation from the Town contributions will be refunded.

Life Insurance

Life Insurance in an amount equal to two times the employees' annual salary is provided by the Town.

Long Term Disability Insurance

Long Term Disability coverage is provided to employees by the Town in accordance with the Town of Simsbury Long Term Disability (LTD) Insurance Plan.

Vacation

Employees receive three weeks of pay upon date of hire. Employees shall earn paid vacation time for each completed month of service based upon the following schedule:

Total Service	Vacation Allowance
Hire Date	3 Weeks
5 Years	4 weeks
15 Years	5 Weeks

Holidays and Personal Days

Employees receive 12 holidays, 3 personal days and one floating holiday annually.

Paid Sick Leave

Paid sick leave up to one month's pay is available for probationary employees. After that, the salary of a full-time employee may be continued for a period not to exceed six (6) months.

Tuition Reimbursement

Tuition reimbursement for up to two courses will be reimbursed per year.



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CRIMINAL BACKGROUND CHECK

I hereby authorize any person or organization that has any records or knowledge of me or my criminal background to provide the Town of Simsbury any such information.*

I further authorize any employer listed on my employment application, to release to the Town of Simsbury any information relative to my employment history.*

I further authorize any educational institution listed on my employment application or any records department of such educational institution to release to the Town of Simsbury any such information as the records shall contain.*

I further authorize a records check with the Department of Motor Vehicle even if my position does not require I operate a Town of Simsbury vehicle.*

*Authorization will remain in effect for (90) days from the date signed and employment is conditional upon favorable results.

PRE-EMPLOYMENT DRUG SCREENING NOTICE**

I freely and voluntarily agree to submit to a drug screen as part of my application for employment with the Town of Simsbury. I understand that either refusal to submit to the screening, or failure to qualify according to the minimum standards established the State of Connecticut for this screening, will disqualify me from further consideration for employment.

I have read in full and understand the above statement and condition of employment.
(I also understand that I will be notified of any positive results.)

Employee's Printed Name Employee's Signature Date

Social Security Number Date of Birth Driver's License Number

**For applicants under the legal age of (18), written parental or legal guardian permission is required. Please sign below if you agree to give your permission to have your under age child submit to a pre-employment drug screening test.

Parent or Legal Guardian's Printed Name Signature



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CODE OF THE TOWN OF SIMSBURY, CONNECTICUT PART I ADMINISTRATIVE LEGISLATION / Chapter 13, ETHICS, CODE OF / Acknowledgment Form and Charter Section 1003

I have read Section 1003 of the Charter of the Town of Simsbury, the Code of Ethics Ordinance, and the Guidelines issued thereunder. I understand my responsibilities as an employee of the Town of Simsbury, and I am in compliance with the Charter and the Code of Ethics. I have indicated in the space below any areas of conflict should they arise in matters before our board, commission, agency or department, and I agree to report any future conflicts under the provisions of Section 1003 of the Charter.

Areas of Exception:

CONFLICTS OF INTEREST - SECTION 1003

CONFLICTS OF INTEREST. It is hereby declared to be the policy of the Town that any elected or appointed officer, any member of any board or commission or any employee of the Town who has a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or any board or commission, shall disclose that interest to the Board of Selectmen, which shall record such disclosure upon the official record of its meetings. Such disclosure of a financial interest, direct or indirect, in any contract, transaction or decision of any officer or agent of the Town or of any board or commission shall disqualify such elected or appointed official or such member of a board or commission or such Town employee from participation in the awarding, assignment or discussion of said contract, transaction or decision. Violation by any such official, board or commission member or employee of the provisions of this section shall be grounds for his/her removal.

Signature

Name (Please Print)

Date: _____

PRESS RELEASE

Contact: Thomas F. Cooke
Director of Administrative Services
(860) 658-3230 – tcooke@simsbury-ct.gov

Maria Capriola Selected as Town of Simsbury's First Town Manager

FOR IMMEDIATE RELEASE – NOVEMBER 16, 2017: At a Special Meeting held on Thursday, November 16, 2017 the Simsbury Board of Selectmen voted unanimously to make a conditional offer of employment to Maria E. Capriola to serve as the Town of Simsbury's first Town Manager. "We are extremely pleased that Maria has agreed to serve as Town Manager," said Chris Kelly, Chair of the Board of Selectmen's Personnel Sub-Committee which oversaw the Town Manager recruitment process. "Her many years in municipal government, her education and her first-hand experience in Mansfield with the challenges facing Connecticut's municipalities make her the ideal candidate for Simsbury's Town Manager position." Personnel Sub-Committee member Cheryl Cook concurred: "the process produced an exceptional slate of candidates. We all feel that Simsbury's future is in excellent hands with Maria."

Capriola, who brings fifteen years of municipal government experience to Simsbury, currently serves as Interim Town Manager for the Town of Mansfield, CT. She received her Masters of Public Administration from the University of Connecticut in 2003 and started her professional career in municipal government that year with the City of Savannah, GA where she worked as a Management Intern (Fellow) and Management Analyst, Research and Budget Department. In 2006, Capriola returned to New England as Assistant Chief Administrative Officer for the City of Newburyport, MA. In that role, Capriola was responsible for managing and developing the City's operating budget. She also participated in labor negotiations and gained significant human resources experience.

Capriola was hired by the Town of Mansfield in 2007 as Assistant to the Town Manager. The position was reclassified as Assistant Town Manager in July, 2012 and Capriola was appointed Interim Town Manager in July, 2017. In addition to serving as the Town's Chief Executive Officer as Interim Town Manager, Capriola has long played a key role in Mansfield's budget development, human resources and collective bargaining as well as development and implementation of ordinances, program evaluation and development of shared services opportunities.

The Town's search for a Town Manager began with recruitment of an Executive Search Firm in March, 2017. Municipal Resources, Inc. was hired by the Town in May, 2017 and conducted a nation-wide search for Town Manager candidates after conducting interviews and surveys of town residents and staff to identify the core job responsibilities and competencies necessary for the position.

In November, 2016 the Town of Simsbury voted to change its form of government to a Town Manager/Board of Selectmen form, with the Town Manager assuming the role of chief executive of the Town. Under this form, the Town Manager is appointed by and reports directly to the Board of Selectmen. Because the new form of government does not take effect until December 4, 2017

Capriola's appointment must be ratified by the newly elected Board of Selectmen at its organizational meeting on that date. Newly elected Board Members, including future First Selectman Eric Wellman and Selectman Chris Peterson, were appointed to the Executive Search Committee after their election and participated in interviews and the final selection process

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