

# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

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## **SIMSBURY BOARD OF SELECTMEN**

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

**Regular Meeting – February 15, 2017 – 6:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC AUDIENCE**

### **PRESENTATIONS**

- Legislative Update on State Budget – Senator Kevin Witkos and Representative John Hampton
- Senior/Community Center Conceptual Plan – Public Building Committee

### **FIRST SELECTWOMAN'S REPORT**

### **SELECTMEN ACTION**

- a) Approve Tax Refunds
- b) Review proposed ordinance for Water Conservation and possibly set Public Hearing Date
- c) Approve increase to the Police Department Private Duty Rates as recommended by the Chief of Police with an effective date of July 1, 2017
- d) Approve Public Gathering Permit Applications for 2017 Events
- e) Approve 2017 fee schedule for Simsbury Farms Golf Course, Aquatic Facilities and Summer Camp Programs
- f) Refer pursuant to CGS §8-24 Donation of Playground Equipment from Simsbury Volunteer Fire Company for Rotary Park to the Planning Commission, other Land Use Commissions and the Culture, Parks & Recreation Commission

- g) Approve Board of Education Contract:
  - 1) Simsbury Education Association (SEA)
  - 2) Simsbury School Administrators and Supervisors Association (SSASA)
- h) Review and discuss waiver of fees for the Theatre Guild of Simsbury Event at Eno Hall
- i) Amendments to the Town of Simsbury Retirement Plans:
  - 1) Adopt the attached Resolution authorizing the amendment of the Town of Simsbury Retirement Income Plan to reflect changes to the Plan negotiated by the Town of Simsbury and UE Local 222, CILU/CIPU Local 41; and
  - 2) Adopt the attached Resolution authorizing the amendment of the Administrative Procedure Regarding Eligible Employees and Contributions appended to the Defined Contribution Plan of the Town of Simsbury to reflect changes to the Plan negotiated by the Town of Simsbury and UE Local 222, CILU/CIPU Local 41
- j) Small Cities Program Application:
  - 1) Authorize the First Selectwoman to sign and submit an “Intent to Apply Form” for a Small Cities grant; and
  - 2) Set a Public Hearing for March 13, 2017 at 6:00 pm to solicit citizen input on the proposed application for a Small Cities grant of \$800,000 for renovations at the Virginia Connelly Residence/Dr. Owen L. Murphy Apartments
- k) Approve Resolution for 100percent CT – Clean Energy Concept Program

## **OTHER BUSINESS**

- a) Notification of Number of Voting Tabulators
- b) Aquarion Environmental Champion Awards Program

## **APPOINTMENTS AND RESIGNATIONS**

- a) Acknowledge the resignation of Denise H. Alfeld (D) as an alternate member of the Historic District Commission effective February 1, 2017
- b) Acknowledge the resignation of Francis J. Salls (U) as a regular member of the Culture, Parks & Recreation Commission effective January 31, 2017
- c) Acknowledge the resignation of Melissa E. Osborne (D) as a regular member of the Clean Energy Task Force effective February 3, 2017
- d) Acknowledge the resignation of Allan Raphael, Sr. (D) as a regular member of the Economic Development Commission effective February 6, 2017

## **REVIEW OF MINUTES**

- a) Regular Meeting of January 23, 2017

**SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

1. Personnel
2. Finance
3. Welfare
4. Public Safety
5. Board of Education

**ADJOURN**

Most of the documents reviewed by the Board of Selectmen at this meeting can be located at:  
<http://www.simsbury-ct.gov/board-of-selectmen>



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** February 8, 2017
3. **Date of Board Meeting:** February 15, 2017
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Colleen O'Connor- Tax Collector

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):

*Individual or Entity making the submission requests that the Board of Selectmen:*

Tax refunds to be approved by State Statue 12-129. Some of the reasons for refunds on cars are –vehicle sold, destroyed, donated, moved out of state or appealed the taxes.

Real Estate refunds are due to the fact that both a bank and an attorney's office pay the taxes because of sale of house or re-finance.

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):

Approve tax refunds per attached printout in the amount of **\$ 74,060.68**

8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):

*The following documents are included with this submission and attached hereto:*

Tax Refunds.xls



	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
<b>List 2013</b>					\$0.00
<b>Total 2013</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>List 2014</b>					
Correll Dan	14-04-80614	\$6.36			\$6.36
Correll Dan	14-04-80615	\$359.12			\$359.12
<b>Total 2014</b>		<b>\$365.48</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$365.48</b>
<b>List 2015</b>					
16 Albany Turnpike LLC	15-01-0013	\$8,894.70			\$8,894.70
Corelogic - Bendell	15-01-0573	\$2,905.38			\$2,905.38
Bremner Rae	15-01-0875	\$3,271.29			\$3,271.29
Corelogic - Drake	15-01-2179	\$4,401.69			\$4,401.69
Corelogic - Jillette	15-01-2306	\$2,503.56			\$2,503.56
Hayes, Gregory	15-01-3391	\$7,653.78			\$7,653.78
Corelogic - Knapp	15-01-4189	\$4,877.76			\$4,877.76
22 River View (Saard Cust Homes)	15-01-4304	\$203.61			\$203.61
Corelogic - Martinez	15-01-5000	\$2,419.67			\$2,419.67
Mancini, Provenzano (Livingston)	15-01-5053	\$79.55			\$79.55
Mulshine Anita	15-01-5603	\$248.32			\$248.32
Corelogic - O'Brien	15-01-5843	\$3,579.86			\$3,579.86
Corelogic - Petrini	15-01-6237	\$2,724.80			\$2,724.80
Corelogic (Rosen)	15-01-6939	\$4,047.38			\$4,047.38
Corelogic - Bevier	15-01-7130	\$9,079.74			\$9,079.74
Corelogic - Sanchez	15-01-7135	\$2,855.09			\$2,855.09
Corelogic - Dubois	15-01-7409	\$2,526.58			\$2,526.58
Sickenger Eileen	15-01-7470	\$201.78			\$201.78
Corelogic - Sood	15-01-7668	\$3,353.05			\$3,353.05
Corelogic (Walter)	15-01-8417	\$4,916.73			\$4,916.73
Bason, Margaret	15-02-40083	\$110.06			\$110.06
Gracie Farmington Val, (Bell)	15-02-40092	\$658.21			\$658.21
Honda Financial Svcs (Honda Lease Trust)	15-03-58160	\$471.96	\$13.11		\$485.07
Honda Lease Trust	15-03-58261	\$310.68	\$8.63		\$319.31
JP Morgan Chase	15-03-59116	\$263.23	\$7.31		\$270.54
JP Morgan Chase Bank	15-03-59139	\$129.31	\$3.59		\$132.90
Koontz James	15-03-59829	\$15.88	\$0.44		\$16.32
Logan Isabel	15-03-60873	\$277.06	\$7.70		\$284.76
Maloney Sarah L	15-03-61346	\$215.42	\$5.98		\$221.40
Mutarelli Daniel L and Sarah	15-03-62983	\$268.85	\$7.47		\$276.32
Davignon	15-03-70831	\$82.30	\$2.29		\$84.59
J Suzanne Webster (Buckland)	15-04-80376	\$117.92			\$117.92
Rodin Joshua	15-04-82893	\$30.00			\$30.00
<b>Total 2015</b>		<b>\$73,695.20</b>	<b>\$56.52</b>	<b>\$0.00</b>	<b>\$73,751.72</b>
<b>TOTAL 2013</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL 2014</b>		<b>\$365.48</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$365.48</b>
<b>TOTAL 2015</b>		<b>\$73,695.20</b>	<b>\$56.52</b>	<b>\$0.00</b>	<b>\$73,751.72</b>
					<b>\$74,117.20</b>
<b>TOTAL ALL YEARS</b>		<b>\$74,060.68</b>	<b>\$56.52</b>	<b>\$0.00</b>	<b>\$74,117.20</b>



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Proposal for Water Shortage Ordinance
2. **Date of submission:** 11/18/2016
3. **Date of Board Meeting:** 11/28/2016
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Conservation Commission Chairperson: Margery Winters

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):

*The Individual or Entity making the submission requests that the Board of Selectmen:*

Approval of proposed ordinance regarding water conservation

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):
7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):
8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):

*The following documents are included with this submission and attached hereto:*

Proposed ordinance attached to submission form



# Town of Simsbury


933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Date: February 12, 2017

To: Lisa Heavner, First Selectman

From:   
Michael Glidden CFM CZEO, Assistant Town Planner

Re: Draft Ordinance for Water Shortage; description of revisions to submission

The attached draft ordinance has been revised from the original submission to the Board of Selectmen. Members of the Conservation Commission have worked directly with Town Counsel to address concerns brought up upon reviewing the original submission. Attached is the final draft, which was recommended by the Conservation Commission at their last meeting. Staff has outlined some of the noticeable changes that were made with the assistance of Town Counsel.

## Sec 157-1: Authority and Purpose

The language of this Section has been changed and expanded to better explain the intent of the proposed ordinance. Enabling Statute is referenced in the Section now (CSG 25-32b).

The second paragraph defines the purpose clearly. The focus of the ordinance is "... to protect, preserve, and maintain public health, safety, and welfare". The Board of Selectmen is identified as the local authority that will implement the ordinance in times of shortage.

## Sec 157-2: Definitions

The following definitions have been changed for:

**(3) Threatened water shortage:** The individual water companies names have been replaced with the term Water Companies

**(6) Water Company:** Instead of listing the individual companies throughout the document, the term is defined with each provider identified

## Sec 157-3: Notice of Water use Restrictions

This Section was formerly referred to as "Drought Management Plan". The previous versions of this ordinance provided a menu to the Board of Selectmen as to what options were available upon determining a threatened water shortage. This Section has been moved.

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8:30 - 4:30 Tuesday through Thursday  
8:30 - 1:00 Friday

Now this Section has to deal with public notification of water use restriction imposed by the Board of Selectmen. The Board has the authority to impose stricter measures than what is outlined in this ordinance. However if the town wishes to do so, first, the Connecticut Department of Public Health and Department Energy and Environmental Protection shall be notified in writing 14 days prior to implementing such measures. Public notice is required for such changes in this section prior to the effective dates of said modifications.

#### **Sec 157-4: Drought Management Plan**

As you may recall this was formerly Section 157-3 of the submission. This Section referred to 3 actions that the Board of Selectmen may implement.

Now the Section simply reads that upon determining a threatened water shortage, the Board of Selectmen may adopt a drought management plan covering all matters of water conservation. Commissioner Rieger has provided an example of a draft drought management plan to better illustrate this action.

#### **Sec 157-5 – Certain uses prohibited during shortage**

The first paragraph of this Section remains relatively the same of the original submission. The Section now refers to the Notice of Water Restrictions which is explained in Sec 157-3 of the draft ordinance. The reference to a drought management plan referenced in Section 157-4; should provide a clear connection to public awareness and participation when dealing with water shortage periods.

The bulk of the terms/actions which were outlined in the original submission remain the same in this version. The Board of Selectmen has the ability/authority to add uses to the list of prohibited actions in this section. A public hearing required for changes to the prohibitions.

The Board of Selectman has been given the authority in this section to tailor or phase-in restrictions on an as-needed basis. This would mean the Board would be able to react to the severity of the shortage and not immediately implement the most restrictive measures or identify actions which may pose a threat in times of extreme severity.

#### **Sec 157-6: State of ground water depletion**

The main change which has been made to the Section is referring to the Drought Management Plan. The Board would have to implement the drought management plan before expanding the scope to properties served by onsite wells. The key to this Section is that a determination must be made that the Town of Simsbury is in a state of ground water depletion in order to include private wells.

#### **Sec 157-7: exceptions, applications for waivers**

A process for how to handle request for waivers to Section 157-5 has been developed. An individual may request a waiver to the standards from the Board of Selectmen. Such requests are required to be in writing to the Board of Selectmen. Applications for waivers will be referred to Farmington Valley Health District for recommendations. The Board of Selectmen has the authority in this Section to issue temporary or interim waivers while consulting with Farmington Valley Health District on the formal request. This Section also enables the Board to impose conditions on request for waivers.

#### **Sec 157-8: use of water to maintain health standards**

This Section remains the same. The Farmington Valley Health District still has the authority to permit reasonable use of water in order to assure that public health and sanitation standards are met



#### **157-9: violations and penalties**

This section remains the same. Penalties for violations remain \$50.00 for each violation, per day.

#### **Sec 157- 10: termination of prohibitions**

This section remains the same. The implementation of the ordinance would remain in place until such time that Board of Selectmen lift any orders made pursuant to this ordinance. The restrictions would not simply sunset. Such notices of lifting prohibitions are to be made in the similar manner of implementing drought management plan, meaning the public will be fully notified.

#### **Sec 157-11: invalidity**

The language of this section has not changed.

**TOWN OF SIMSBURY  
DRAFT ORDINANCE  
WATER SHORTAGES**

**Sec. 157-1. –Authority and Purpose.**

The Town of Simsbury under its powers pursuant to state law, has adopted this ordinance to protect public health and welfare. This ordinance implements the Town's authority to impose water use restrictions, conditioned upon a finding by the Board of Selectmen that a water shortage or state of ground water depletion exists, or upon a state of water use restrictions or a declaration of public drinking water supply emergency issued by the Department of Public Health pursuant to C.G.S. 25-32b.

The purpose of this ordinance is to protect, preserve and maintain the public health, safety and welfare whenever there is in force a finding by the Simsbury Board of Selectmen of a water shortage or state of ground water depletion or a declaration by the State of Connecticut of a State Water Use Restriction or State of Public Drinking Water Supply Emergency by providing for enforcement of any duly imposed restrictions, requirements, provisions or conditions imposed by the Town or by the State of Connecticut.

Pursuant to the General Statutes of the State of Connecticut, it is hereby declared to be in the best interest of the public health and safety of the residents and citizens of the Town of Simsbury to regulate and restrict the use of water during a water shortage or state of ground water depletion.

**Sec.157-2. - Definitions.**

(a) When used in this ordinance, unless the context otherwise requires:

- (1) *Person* shall be construed to mean and include an individual, a corporation, a partnership, a trust, an unincorporated organization or any other group or organization.
- (2) *State of ground water depletion* shall exist whenever the Board of Selectmen, after consultation with the Director of Public Works, the Chairman of the Town Conservation Commission, and with the Farmington Valley Health District, determines that the underground water supplies within the town are at, or are in danger of reaching, levels insufficient to provide for the needs of the public health, preservation of human life, sanitation, safety, welfare, or economic needs of those served by wells within the town.
- (3) *Threatened water shortage* shall exist whenever the Board of Selectmen, after consultation with the Director of Public Works, the Farmington Valley Health District, and the Water Companies, determines that the adequacy of the town

water supply is threatened after consideration of the following items to wit:  
amount of water available; water demands; time of year; weather forecast data;  
and any other relevant factors.

- (4) *Town* means the Town of Simsbury.
- (5) *Water* means potable water.
- \*(6) *Water Company* means the Aquarion Water Company, the Avon Water Company or the Tariffville Water Company or their successors and assigns or any other Water Company providing public water supply in the Town.
- (7) *Water shortage* shall exist whenever the Board of Selectmen, after consultation with the Director of Public Works, the Farmington Valley Health District, the Water Companies and such State of Connecticut officials it deems appropriate, determines after considering the factors set forth in Subsection (3) above that the water supplies available to the town are at, or are in danger of reaching levels insufficient to provide for the normal needs of the public health, preservation of human life, sanitation, safety, welfare and economy of the town.

**Sec. 157-3. –Notice of water use restrictions.**

If the Board of Selectmen imposes restrictions under §157-5 and/or §157-6 or modifies existing restrictions to make them stricter or more inclusive, it shall notify the Connecticut Department of Public Health and the Connecticut Department of Energy and Environmental Protection in writing within 14 days of the effective date of the restrictions or changes. The Board of Selectmen shall give public notice of such restrictions or changes before they become effective.

**Sec.157-4. - Drought management plan.**

Upon a determination that there is a threatened water shortage, the Board of Selectmen may adopt a drought management plan covering all matters of water conservation.

**Sec.157-5. - Certain uses prohibited during shortage.**

Upon its determination that a water shortage exists, the Board of Selectmen, in addition to the powers set forth in § 157-4 above, shall have the power to declare to be unlawful any or all of the following acts concerning water obtained from the Water Companies, or other public utility water company subject to such reasonable and necessary exceptions as are determined by the Board of Selectmen to be in the public interest. Such action shall be effective upon publication pursuant to § 157-3 of this Article:



- (a) Using water to sprinkle, water or irrigate any plants, lawns, grass, ground covers, vines, flowers, shrubbery, trees or any other vegetation unless necessary to sustain food crops, crops for harvest or stocks of a business inventory;
- (b) Using water for private and/or public recreational, ornamental or decorative purposes, including but not limited to fountains, pools or ponds;
- (c) Using water to wash or clean motor vehicles or trailers unless done as a means of livelihood at a commercial facility, which use may be limited by the Board of Selectmen to facilities using a completely recyclable water system or those facilities using not more than three (3) gallons of water per vehicle. This restriction shall not apply to vehicles required by law to be washed or cleaned for sanitary, health or safety reasons;
- (d) Using water to wash or flush sidewalks, driveways, pavements, porches or other outdoor surfaces;
- (e) Using water to wash the outside of buildings or structures;
- (f) Using water to wash or clean windows unless done as means of livelihood and only then by washing or cleaning exclusively from a bucket or container of three (3) gallons capacity or less;
- (g) Using water from fire hydrants, other than for health or safety;
- (h) Permitting exterior water supply lines to remain in a state of disrepair, resulting in the escape of water;
- (i) Operating an air-conditioning device or system using water as a coolant unless the same shall be of the water recirculating type;
- (j) Serving water to eating facilities' customers, except on request; and
- (k) such other uses and activities as the Board of Selectmen shall declare following a public hearing thereon.

The Board of Selectmen may phase-in the restrictions to tailor them according to the severity and nature of the water supply emergency.

**Sec.157-6. - State of ground water depletion.**

Upon a determination that a state of ground water depletion exists, the Board of Selectmen shall have the authority to apply any or all of the prohibitions contained in § 157-5 of this Article to the use of water from water wells within the town, subject to such reasonable and necessary



exceptions as are determined by the Board of Selectmen to be in the public interest, such action shall be effective upon publication pursuant to § 157-3 of this Article.

**Sec.157-7 . – Exceptions, Application For Waiver.**

Any water users that consider the restrictions, as imposed, to adversely affect their livelihood, health or sanitation, may make written application for a waiver. Any such application shall be directed to the attention of the Board of Selectmen, which shall refer the application, within three business days, to the Farmington Valley Health District with the request that it make a recommendation, within three days if possible, as to whether a waiver should be granted. The Board of Selectmen may grant an interim waiver pending receipt of the recommendation. Thereafter, the Board of Selectmen may delegate to town staff the decision whether to grant a waiver.

Whenever the Board of Selectmen, or town staff exercising delegated authority, shall make an exception pursuant to § 157-5, 157-6. or § 157-7 , it may attach reasonable conditions.

**Sec.157-8. - Use of water to maintain health standards.**

The Farmington Valley Health District shall have the authority to permit a reasonable use of water in any case necessary to maintain adequate health and sanitation standards.

**Sec.157-9. - Violations and penalties.**

Any person who commits an unlawful act within the meaning of this Article shall be subject to a fine not to exceed fifty dollars (\$50.) for each offense. Each violation of a separate section shall be considered a separate offense and shall not merge with a violation of any other section. Any violation continued more than one (1) day shall constitute a separate offense for each day such violation continues.

**Sec.157-10. - Termination of prohibitions.**

Any actions of the Board of Selectmen taken under this Article shall continue in effect until the Board of Selectmen, after such consultations as it deems appropriate, determines that there is no continuing need for restrictions.. The Board of Selectmen shall cause notice of the various terminations to be published in the manner provided for in § 157-3 of this Article.

**Sec.157-11. - Invalidity.**

If any part, subsection, sentence, clause, phrase or other portion of this article is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provisions and such holding shall not affect the validity of the remaining portions hereof.

## Drought Management Plan

This plan may be activated at under the Water Shortage Ordinance at any time that the Connecticut Drought Preparedness and Response Plan ("the State Plan") indicates a drought stage of Drought Advisory (also known as Below Normal Conditions) or higher.

The Board of Selectmen ("the Board") shall appoint the Drought Working Group, consisting of the Director of Public Works and one representative each from the Farmington Valley Health District and the Conservation Commission. The Director of Public works shall serve as "Drought Coordinator" for purposes of the State Plan and communications thereunder.

The Drought Working Group shall meet (telephone meetings being acceptable) at least monthly.

The Drought Working Group shall consult with the water companies serving the town and with such other sources they may deem appropriate in order to determine the current and prospective severity of drought conditions.

The Drought Working Group shall, in light of recommended responses under the State Plan and under water company plans and based on its own assessment of local conditions, recommend to the Board whether to make certain findings and whether to urge public voluntary water conservation or to institute specific mandatory restrictions on water use pursuant to the Water Shortage Ordinance.

Whenever voluntary water conservation or mandatory restrictions are in place, the Drought Working Group shall, through its consultations, periodically assess the success and adequacy of those measures and report its findings to the Board, along with its recommendation as to whether modifications should be considered.

This plan may be suspended and the Drought Working Group disbanded when the State Plan no longer indicates a drought stage of Drought Advisory (also known as Below Normal Conditions) or higher or when the Board of Selectmen otherwise deems appropriate.



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** *Request to increase Police Department Private Duty hourly rate*
2. **Date of submission:** *February 13, 2017*
3. **Date of Board Meeting:** *February 15, 2017*
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting): *Peter N. Ingvertsen, Chief of Police*
5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.): *The Individual or Entity making the submission requests that the Board of Selectmen: Approves the Chief of Police's recommendation to increase the current Police Department Private Duty hourly rate charge from \$75. per hour to \$100. per hour effective July 1, 2017. This request reflects a requested increase which will place the Police Department's Private Duty Police Services rate in the mid-range of other surrounding towns.*
6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.): *Request to authorize an increase in the Police Department's Private Duty rate.*
7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury): *Increase Private Duty Fund to decrease department operating expenses.*
8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.): *Not applicable*



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Public Gathering Permits – Recommendation for Approval
2. **Date of submission:** February 8, 2017
3. **Date of Board Meeting:** February 15, 2017
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Gerard G. Toner, Director of Culture, Parks and Recreation

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):  
*The Individual or Entity making the submission requests that the Board of Selectmen:*

Approve the Public Gathering Applications for the 2017 events listed below.

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

On February 2, a Public Gathering Permit meeting was held for organizations interested in securing permission for an event utilizing town owned property.

Those attending included Assistant Town Planner Mike Glidden, Public Works Director Tom Roy, FV Health District Supervisor Jason Brown, and me. The Performing Arts Center Board has an application with the Zoning Commission for approval to serve beer and wine at their events.

The following have submitted completed applications with all required signoffs and are ready for Board of Selectmen approval:

MS Society Annual Walk	Sunday, April 23
SMPAC - Simsbury Flea Market	Saturday, April 29
SMPAC - Mainly Marathon	Friday, May 19
Simsbury Try-athlon	Sunday, May 21
Tootin Hills PTO Duck Race – Flower Bridge	Friday, May 26
Talcott Mountain Music Festival **	Fridays, June 30 – July 28
	Saturdays, July 1, 22, 29
Valley Car Club Show	Sunday, July 9
SMPAC – Tedeschi Trucks Band Concert	Sunday, July 9
SMPAC - Two Left Feet Blues Festival	Saturday, Aug.26, Sunday, Aug. 27
SMPAC – Septemberfest	Fri., Sept. 8 – Sun., Sept. 10
Woman’s Club Arts and Crafts Festival	Sat., Sept. 16 – Sun., Sept. 17
Vie for the Kids Race	Sunday, October 1
Chamber of Commerce Chili Fest	Saturday. October 28

\*\* Pending Zoning Commission approval to the SMPAC to serve beer and wine at their events.

**7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**

There is no financial impact to the Town.

**8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

*The following documents are included with this submission and attached hereto:*

NA



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:**      **2017 Facility/Camp Fee Recommendations**
2. **Date of submission:**      February 9, 2017
3. **Date of Board Meeting:**      February 15, 2017
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Gerard G. Toner, Director of Culture, Parks and Recreation

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):  
*The Individual or Entity making the submission requests that the Board of Selectmen:*

Approve the 2017 fee schedules for the Simsbury Farms Golf Course and Aquatic Facilities, as well as the Summer Camp programs. The fee schedules were recommended unanimously by the Culture, Parks and Recreation Commission at their January 26 meeting.

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):



The Culture, Parks and Recreation Commission addressed the 2017 fee schedules for the Simsbury Farms Golf Course, Aquatic Facilities, and Summer Camps at their January 26 meeting.

The process involves the review of annual fee surveys of area public and municipal facilities, as well as review of the past year's usage and projected operational costs for the same facilities.

The recommendations of the Commission are attached.

**7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**

The proposed fee schedules will hopefully increase revenues through a combination of higher fees and increased facility/program usage.

**8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

*The following documents are included with this submission and attached hereto:*

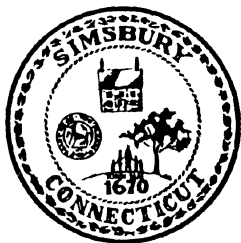
Spreadsheets titled, "Aquatic/Camp Fees – 2017" and "Simsbury Farms Golf Course Annual Fee Schedule".

AQUATIC/SUMMER CAMP FEES - 2017

ANNUAL RECREATION FEES	2012	2013	2014	2015	2016	2017	
						Commission Recommended	
<b>SWIMMING</b>							
Season Passes							
Family of 4	105.00/120.00	\$125.00/\$150.00	\$125.00/\$150.00	\$125/\$165	\$125.00/\$165.00	\$125.00/\$175.00	
Individual	55.00/65.00	70.00/80.00	70.00/80.00	\$70.00/\$90.00	\$70.00/\$90.00	\$70.00/\$95.00	
Additional	25.00/30.00	20.00/30.00	20.00/30.00	20.00	20.00	\$20.00/\$25.00	
Senior	30.00/35.00	35.00/40.00	35.00/40.00	35.00	35.00	\$35.00/\$40.00	
Non Resident Family of Four	145.00/170.00	190.00/215.00	190.00/215.00	\$175.00/\$230.00	\$175.00/\$230.00	\$180.00/\$240.00	
Non Resident Additional	55.00/65.00	65.00/75.00	65.00/75.00	55.00	55.00	60.00	
Non Resident Senior	55.00/65.00	65.00/75.00	65.00/75.00	55.00	55.00	60.00	
Session Fees							
Resident	3.00/5.00	3.00/5.00	3.00/5.00	5.00	5.00	5.00	
Non-resident	4.00/6.00	5.00/7.00	5.00/7.00	7.00	7.00	7.00	
Discount Card				\$50/\$70 - 11 visits	\$50/\$70 - 11 visits	\$50/\$70 - 11 visits	
Learn-to-Swim	35.00	40.00/50.00	40.00/50.00	40.00/50.00	40.00/50.00	40.00/50.00	
Swim Team	130.00	135.00	135.00	135.00	135.00	140.00	
Pool Rental (per 2 hrs.)	250.00	400.00	400.00	425.00	425.00	450.00	
<b>CAMPS</b>							
Summer Explorers (formerly Stuff to Do)	152.50	155.00	175.00	175.00	160.00**	165.00	
Jr. Explorers (formerly Koala Kids)	90.00	90.00	95.00	95.00	95.00	105.00	
Awesome Explorers (formerly Awesome Adventure)	\$215.00	250.00	250.00	250.00	250.00	260.00	
Playground Explorers	145/280/65	160/295/80	160/295/80	170/305/85	170/305/85	190/340/95	
1 child season/family season/							
** made swimming lesson optional						aquatic&campfees17	



SIMSBURY FARMS GOLF COURSE ANNUAL FEE SCHEDULE						
						2017
<b>DAILY GREENS FEES</b>	2013	2014	2015		2016	Commission
<b>RESIDENT</b>				w/surcharge		Recommended
18 hole weekdays	28.00	29.00	30.00	32.00	32.00	32.00
9 hole weekdays	16.00	17.00	18.00	19.00	19.00	19.00
18 hole weekends	31.00	32.00	32.00	34.00	34.00	34.00
9 hole weekends	18.50	19.00	19.00	20.00	20.00	20.00
jr./sr. 18 hole weekdays	21.00	22.00	22.00	24.00	24.00	24.00
jr./sr. 9 hole weekdays	12.00	13.00	14.00	15.00	15.00	15.00
<b>NON-RESIDENT</b>						
18 hole weekdays	35.00	36.00	37.00	39.00	39.00	39.00
9 hole weekdays	20.00	22.00	23.00	24.00	24.00	24.00
18 hole weekends	39.00	40.00	40.00	42.00	42.00	42.00
9 hole weekends	23.00	24.00	24.00	25.00	25.00	25.00
Sr. - 18 hole weekdays	27.00	27.00	28.00	30.00	30.00	30.00
Sr. - 9 hole weekdays	17.00	17.00	18.00	19.00	19.00	19.00
Active Military	20/10	20.00/10.00	20.00/10.00	22.00/11.00	22.00/11.00	22.00/11.00
<b>Weekday Special</b>	39.00	41.00	42.00	44.00	45.00	46.00
<b>Senior Special</b>	34.00	36.00	37.00	39.00	40.00	40.00
<b>Twilight Special (wkday after 4:00)</b>	11.00	12.00	13.00	14.00	14.00	14.00
<b>Weekend Special - after 1:00</b>					47.00	48.00
<b>SEASON PASSES</b>						
Adult - unlimited	1050.00	1,110.00	1,130.00	1230.00	1230.00	1230.00
Senior Citizen - Limited	550.00	600.00	600.00	650.00	650.00	65.00
Senior Citizen - Unlimited	935.00	1,000.00	1,020.00	1120.00	1120.00	1120.00
Junior	400.00	400.00	400.00	450.00	450.00	450.00
Junior - 10 week			220.00	250.00	250.00	250.00
Junior - Non-res. 10 week					300.00	300.00
Junior - Non-resident	520.00	1,390.00	450.00	500.00	500.00	500.00
Adult - Non-resident	1365.00	750.00	1,415.00	1515.00	1515.00	1515.00
Sr. - Non-res. Weekday	715.00	1,250.00	785.00	835.00	835.00	835.00
Sr. - Non-res. Unlimited	1215.00	50/75	1,285.00	1385.00	1385.00	1385.00
NR Charge to pay resident fee	45/70		60/90			
<b>CARTS</b>						
18 holes		17.00			18.00	18.00
9 holes		10.00			11.00	11.00
Sr. 18 holes		15.00			16.00	16.00
Sr. 9 holes		9.00			10.00	10.00
<b>RANGE BALLS</b>						
Small (30)	4.50	4.50			5.00	5.00
Medium (60)	7.50	7.50			8.00	8.00
Large (90)	11.00	11.00			12.00	12.00
Senior (60)	6.00	6.00			7.00	7.00
					gcfees17	



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Equipment Donation from the Simsbury Volunteer Fire Company to the Town of Simsbury
2. **Date of submission:** January 20, 2017
3. **Date of Board Meeting:** February 15, 2017
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

DC Kevin Kowalski, SVFC President Chris Trovato

5. **Action requested of the of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):

The Individual or Entity making the submission requests that the Board of Selectmen:

Accept a piece of playground equipment to be installed by the SVFC at Rotary Park.

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

The Simsbury Volunteer Fire Company, as a start of the upcoming 75<sup>th</sup> Anniversary of the fire company's founding in 1919, has purchased a "Fire Truck Prop" This will be featured at the Rotary park. The area has been review and approved by Gerry Toner. The Equipment is of consistent quality as the existing props in Rotary Park and should stand up well. The site work is being donated by Volunteer Firefighters and the Equipment company will be sending staff to assist in the assembly. Our intent is to have the prop up in March, April 2017 time. We are still working on outside funding for the upgraded rubberized surface under and around the prop.

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):

Long term care.

8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):

*The following documents are included with this submission and attached hereto:*

Pictures of unit.









PROPOSAL: 38-92896-3

**SIMSBURY VOLUNTEER FIRE COMPANY**





# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:**

Board of Education contracts with Simsbury Education Association (SEA) and Simsbury School Administrators and Supervisors Association (SSASA)

2. **Date of submission:**

2-6-2017

3. **Date of Board Meeting:**

2-15-2017

4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Simsbury Board of Education

Mike Goman, Chair, BOE Personnel & Negotiations Committee  
Burke LaClair, Business Manager  
Neil Sullivan, Director of Personnel  
(860) 651-3361

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):

*The Individual or Entity making the submission requests that the Board of Selectmen:*

Approval of contract

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

Please see attached documents

**7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**

Please see attached documents

**8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

*The following documents are included with this submission and attached hereto:*

- Presentation Summary
- SEA Board of Education Exhibit Summary
- SSASA Board of Education Exhibit Summary
- SEA Contract (2017 – 2020)
- SSASA Contract (2017-2020)

**Certified Collective Bargaining Agreement  
Presentation to the Board of Selectmen  
February 15, 2017**

Both collective bargaining agreement contracts before you this evening were negotiated under the timelines and provisions of the State of Connecticut Teacher Negotiation Act. Under this act, once a tentative agreement has been ratified by the Board of Education and the respective certified bargaining unit, the contracts must then be filed with the town clerk and the Commissioner of Education. The town clerk is required to give public notice of receipt of the agreements.

The terms of the agreements are binding upon the legislative body unless the legislative body rejects the contract(s) at a special or regular meeting within 30 days of the filing. No vote to approve is necessary. If no vote is taken, the contract(s) is approved. The time limits are strictly construed.

If the contract is rejected, the matter of the contract is subject to arbitration. Five days following rejection is treated as the arbitration date. Parties must either designate their representative arbitrators or inform the Commissioner of Education that they have chosen a single arbitrator.

If rejected by the legislative body, it is important to determine the issues to be submitted to the arbitration panel in that the two negotiating parties reached tentative agreement on all issues.

The members of the Board of Education who served on the negotiations committee for these collective bargaining agreements are Mike Goman, Tom Doran, Todd Burrick, and Jeff Tindall. The Board of Education was represented by and received counsel from Shipman and Goodwin.

You have received background information relative to these agreements and we would be happy to respond to questions you might have.



TO: Members of the Board of Education

FROM: Matthew Curtis, Superintendent of Schools

DATE: December 13, 2016

RE: Approval of the Collective Bargaining Agreement between the Simsbury Board of Education and the Simsbury Education Association effective July 1, 2017 – June 30, 2020

Negotiations leading to a new collective bargaining agreement have been completed by the Simsbury Education Association and the Board of Education. The negotiation, conducted within the restrictions of the Teacher Negotiations Act, has reached the point of a tentative agreement through the negotiations and mediation process. This agreement, which is subject to ratification by the Board of Education, has been reviewed and recommended by the Board of Education Negotiations Sub-Committee. The Simsbury Education Association ratified this agreement on November 15, 2016.

The three year agreement contains the following components highlighted below:

1. Duration of Agreement  
July 1, 2017 – June 30, 2020
2. Wage Settlement

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
	Teachers not at maximum shall move one step each year		
General Wage Increase*	1.66%	1.69%	1.85%
Step / Incremental Movement	<u>1.57%</u>	<u>1.47%</u>	<u>1.34%</u>
Total	3.23%	3.16%	3.19%

\*(Note: the GWI is an average general wage increase. In each year of the agreement, the general wage increase for those at maximum step is higher than those not at top step in an effort to make the top end of our salary ranges more competitive with peer districts:

2017-18	2.5% increase if at maximum step; no increase if on other steps
2018-19	1.75% increase if at maximum step; 1.0% increase if on other steps
2019-20	1.90% increase if at maximum step; .75% increase if on other steps

In addition, some minor changes to the step schedule were negotiated. Specifically, the bottom step was dropped in the first year of the contract and a new step was inserted immediately before the top stop in an effort to smooth out large salary gaps in the schedule.)

3. Health and Dental Insurance
  - A. Changes to the current HMO and PPO (OAP) health insurance plan designs, including copays will be implemented. The High Deductible Health Plan (HDHP) will continue to be the only plan option for new hires and there will be changes to the prescription copays once the deductible has been met.
  - B. Revised premium share for individual and family as follows:

	<u>PPO</u>	<u>HMO</u>	<u>HDHP</u>	<u>Dental</u>
2017-18	Buy-up	Buy-up	16%	16%
2018-19	Buy-up	Buy-up	17%	17%
2019-20	Buy-up	Buy-up	18%	18%

“**Buy-up**” is the option to participate in the HMO or OAP by paying the difference between (1) what the Board would have paid in premium or premium equivalent plus the applicable Board payment to offset the deductible amount for the HDHP and (2) the cost of participating in the HMO or OAP.

C. The \$7,500 life insurance policy for eligible retired teachers hired after July 1, 2007 will sunset at age 70.

4. Increased the per diem rate for compensation when school is not in session from \$38.00 per hour to:

<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
\$39.00	\$40.00	\$41.00

5. Contractual Language Changes

- Amended language regarding teachers’ workday and attendance at programs outside the regular work day or work year (i.e. Open House/Orientation programs)
- Amended language regarding use of personal / sick time for the adoption of a child
- Amended language regarding teacher assignments, transfers and vacancies
- Amended the non-contractual grievance procedure

Below is a Board of Education motion for your consideration.

“Moved that the Board of Education ratify the proposed changes in the collective bargaining agreement between the Simsbury Board of Education and the Simsbury Education Association for the period July 1, 2017 through June 30, 2020.”

/hc

TO: Members of the Board of Education

FROM: Matthew Curtis, Superintendent of Schools

DATE: November 8, 2016

RE: Approval of the Collective Bargaining Agreement between the Simsbury Board of Education and the Simsbury School Administrators and Supervisors Association effective July 1, 2017 – June 30, 2020

Negotiations leading to a new collective bargaining agreement have been completed by the Simsbury School Administrators and Supervisors Association and the Board of Education. The negotiations were conducted within the restrictions of the Teacher Negotiations Act. This agreement, which is subject to ratification by the Board of Education, has been reviewed and recommended by the Board of Education Negotiations Sub-Committee and has been ratified by the Simsbury School Administrators and Supervisors Association. The three-year agreement contains the following components highlighted below:

1. Duration of Agreement

The provisions of this Agreement shall be in effect during the period of July 1, 2017 through June 30, 2020, provided that the Board may reopen negotiations over the provisions of Article IV if the cost of medical insurance plan offered therein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act.

2. <u>Wage Settlement</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
General Wage Increase	2.40%	2.40%	2.30%
Step/Incremental Movement	<u>.49%</u>	<u>.35%</u>	<u>.31%</u>
Total	2.89%	2.75%	2.61%

A wage adjustment of \$1,000 shall be made in 2017-18 for the High School Principal and Elementary Principal positions.

3. Health Insurance

A. Changes to the current HMO and PPO (OAP) health insurance plan designs, including copays will be implemented. Additionally, there is a plan design change to the High Deductible Health Plan (HDHP) regarding prescription copays. The HDHP will continue to be the only plan option for new hires.

B. Revised premium share for individual and family as follows:

	<u>OAP</u>	<u>HMO</u>	<u>HDHP</u>
2017-18	Buy-up	Buy-up	18.0%
2018-19	Buy-up	Buy-up	19.0%
2019-20	Buy-up	Buy-up	20.0%

**"Buy-up"** is the option to participate in the HMO or OAP by paying the difference between (1) what the Board would have paid in premium or premium equivalent plus the applicable Board payment to offset the deductible amount for the HDHP and (2) the cost of participating in the HMO or OAP.

4. Dental Insurance Premium Cost Share

2017-18	16% Employee / Dependents
2018-19	17% Employee / Dependents
2019-20	18% Employee / Dependents

5. Life Insurance

- A. For administrators hired after July 1, 2017, those who choose to purchase the additional life insurance will be responsible for the entire premium cost instead of the current 50%/50% split.

Below is a Board of Education motion for your consideration.

"Moved that the Board of Education ratify the proposed changes in the collective bargaining agreement between the Simsbury Board of Education and the Simsbury School Administrators and Supervisors Association for the period July 1, 2017 through June 30, 2012."

AGREEMENT BETWEEN  
THE SIMSBURY BOARD OF EDUCATION  
AND  
THE SIMSBURY EDUCATION ASSOCIATION

**July 1, 2017 – June 30, 2020**



THIS AGREEMENT IS MADE AND ENTERED INTO by and between the SIMSBURY BOARD OF EDUCATION (hereinafter called the "Board") and the SIMSBURY EDUCATION ASSOCIATION (hereinafter called the "Association"), affiliated with the CONNECTICUT EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION.

## **ARTICLE I**

### **RECOGNITION**

The Board recognizes the Association as the exclusive representative of all certified professional personnel and personnel employed under a durational shortage area permit except administrators and temporary substitute teachers excluded by statute for the purpose of negotiations with respect to salaries and other conditions of employment pursuant to Section 10-153b to 10-153f of said statutes, until such time as the professional personnel represented shall choose other representatives pursuant to said section.

## **ARTICLE II**

### **SALARIES**

#### **A. Salary Schedule**

The salary schedule for positions covered by this Agreement is attached hereto and is part of this Agreement as follows:

Exhibit I, II & III - Salary Schedule – 2017-18, 2018-19 and 2019-20

#### **B. Placement on the Salary Schedule**

At the time of initial employment, certified personnel shall be assigned a step on the salary schedule commensurate with preparation, teaching experience, and military service. For teachers hired after July 1, 2002, up to full credit for previous PK-12 teaching experience will be granted to those who are certifiable in the state of Connecticut.

Placement credit up to five (5) steps may be granted to new hires for other employment experiences directly related to their teaching assignment.

Realizing there will be situations in which other experience may be deemed teaching experience of value to our schools, in such situations the Superintendent/Designee shall consult with the SEA President/Designee to mutually determine if placement on a higher salary step is acceptable.

Any teacher who transfers from another public school system shall be placed upon the step up to that step the teacher would be on if all the experience had been in the Simsbury Public Schools. Except as provided above, teachers newly employed or recalled shall not be placed at a step of the salary schedule that is higher than the step of incumbent teachers with the same number of years of teaching experience.

## Initial Hiring Placement Schedule

Step	2017-18 Years of Experience	2018-19 Years of Experience	2019-20 Years of Experience
1	0-1	0	0
2	2	1-2	1
3	3	3	2-3
4	4-5-6	4	4
5	7	5-6-7	5
6	8	8	6-7-8
7	9-10	9	9
8	11	10-11	10
9	12+	12+	11+

### 1. Military Service

One step of the salary schedule shall be allowed for each year of military service, to a maximum of two years. Service in excess of one hundred eighty days shall be considered as one full year when computing the teacher's placement on the salary schedule. Service credit shall never be granted beyond the stated maximum of the salary schedule.

### 2. Transfer of Accrued Illness Time from Previous District

Staff hired after July 1, 2002, will be entitled to transfer to the Simsbury Public School system, from the school system in which they were previously employed, up to a maximum of ninety (90) days of accrued sick time, provided that prior to signing an employment contract with the Simsbury Public School system, the teacher shall furnish the Superintendent or designee with written confirmation of the amount of accrued sick time. Such confirmation must be signed by the Superintendent or Personnel Director of the school system in which the teacher was previously employed.

## C. Advancement on the Salary Schedule

### 1. Based on Satisfactory Performance

- (a) A step increase has been negotiated in all years of the agreement, therefore, all teachers whose work is satisfactory in accordance with the school district's evaluation procedure shall be advanced one step on the salary schedule until maximum has been reached.
- (b) A teacher whose work is considered to be unsatisfactory in accordance with the school district's evaluation procedure may be retained at the same salary step for the succeeding year. When this action is taken, the teacher shall receive an explanation in writing prior to June 1.

## 2. Based on Change in Classification

Advancement related to further course work is governed by the Appendix, "Advancement on Salary Schedule," which is set forth in Exhibit IV, attached hereto and is part of this Agreement.

### D. Additional Remuneration

Additional remuneration for military service, special service personnel, extra duties, professional education beyond the Master's Degree, mentor teachers, national board certification, and longevity retirement is set forth in Exhibit V, and is part of this Agreement.

### E. Contracts

Provisions which govern contracting with certified professional personnel covered by this Agreement are set forth in Exhibit VI as part of this Agreement. The contract forms to be used are set forth in Exhibits VI-A and VI-B, and are part of this Agreement as "Contract of Employment" and "Annual Salary Notification."



## ARTICLE III

### INSURANCE BENEFITS

#### A. Life Insurance

1. Thirty thousand dollars (\$30,000) of life insurance coverage is provided at Board expense. Individuals may purchase additional life insurance on a 50% / 50% Board-teacher shared-cost basis. The maximum amount available, which shall not exceed three (3) times the annual salary of the insured is computed to the nearest higher thousand up to a maximum of \$300,000.
2. Teachers employed prior to July 1, 2007 who are eligible for retirement under statute, who have 25 years of service in Simsbury, and who participate in the longevity retirement program, will receive a \$7,500 life insurance policy upon retirement. Teachers employed thereafter who are eligible for retirement under statute, and who have 25 years of service in Simsbury, and who participate in the longevity retirement program, will receive a \$7,500 life insurance policy upon retirement until age 70.

#### B. Board of Education Health Insurance Program

1. There are three health insurance options available to employees hired before July 1, 2014. For new hires as of July 1, 2014 or thereafter, the only health insurance plan will be the High Deductible Health Plan (HDHP) outlined further below. Employees participating in the HDHP must remain in the HDHP. The Board-teacher shared cost basis is indicated in the following schedule:

	<u>Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
a. Preferred Provider Organization (PPO)			
Individual Employee	2017-18	Buy-up*	Buy-up*
and Dependent Coverage	2018-19	Buy-up*	Buy-up*
	2019-20	Buy-up*	Buy-up*
b. Health Maintenance Organization (HMO)			
Individual Employee	2017-18	Buy-up*	Buy-up*
and Dependent Coverage	2018-19	Buy-up*	Buy-up*
	2019-120	Buy-up*	Buy-up*
c. High Deductible Health Plan (HDHP)			
Individual Employee	2017-18	84%	16%
and Dependent Coverage	2018-19	83%	17%
	2019-20	82%	18%

\*NOTE: "Buy-up" is the option to participate in the HMO or PPO by paying the difference between (1) what the Board would have paid in premium or premium equivalent plus the applicable Board

payment to offset the deductible amount for the HDHP and (2) the cost of participating in the HMO or PPO.

## 2. Additional Plan Information

### **Preferred Provider Organization (PPO-In Network)**

There is no annual deductible cost to the individual, no family deductible, and no co-insurance costs for those expenses incurred within the Network of doctors and hospitals. This Plan includes an unlimited lifetime maximum.

### **Preferred Provider Organization (PPO-Out-of-Network)**

The annual deductible for out-of-network is **\$500** individual / **\$1,000** individual plus one / **\$1,500** family, 80% / 20% co-insurance on a calendar year basis, after the insured has paid **\$1,500** individual / **\$3,000** individual plus one / **\$4,500** family in benefit payments including deductible, covered expenses are paid 100%. This plan includes a \$2,000,000 lifetime maximum.

### **Health Maintenance Organization (HMO)**

There is no annual deductible for the individual and their families as long as they stay in the HMO Network. This Plan has no lifetime maximum if services are provided in Network. Out of the HMO Network the individual has total responsibility for medical expenses, except in an emergency.

### **High Deductible Health Plan (HDHP)**

- Participation is mandatory for new hires, and teachers participating in the HDHP must remain in the HDHP.
- Prescription co-pays (\$5/\$30/\$45) apply after the deductible is satisfied. Mail Prescription co-pays are twice the amount of retail.
- The deductibles shall be \$2,000/\$4,000, and employees will be enrolled in a Health Savings Account (HSA).
- The Board's contribution to the deductible shall be made 50% in the first pay date in July and 50% in the first pay date in January.
- Board contribution to deductible is 50%.

#### a. Plan design changes in PPO and HMO as follows:

	2017-18	2018-19	2019-20
• Office visit	\$25	\$30	\$30
• Specialist visit	\$30	\$40	\$40
• ER	\$75	\$125	\$125
• Urgent Care	\$50	\$75	\$75
• Inpatient	\$100	\$250	\$250
• Out-patient	\$100	\$250	\$250
• Imaging	\$75/\$375	\$75/\$375	\$75/\$375
• Prescription: \$10/\$25/\$40, mixed edits (current)			

b. Retired Teachers

Upon retirement, teachers whose insurance coverage is uninterrupted will be eligible to participate at their own expense in the health insurance programs in place for active employees.

3. Health Benefits Programs

Complete details on each plan will be provided to the teachers.

4. Open Enrollment Period

A regular, annual enrollment will occur each year for teachers, active, retired, and those on board approved guaranteed leave of absence, to change or renew their choices of all Insurance Plan Options.

C. Dental

The Board will provide Dental Insurance (preventive services, general services, major services, and orthodontic benefits) on the following cost basis: Qualifying individuals may purchase individual and/or dependent coverage on a Board – teacher shared-cost basis with a maximum annual benefit of \$1500 per individual for the duration of this agreement. (Premium cost sharing amounts are same as for HDHP health benefits)

D. Part-time Employee Premium Contribution

The employee contribution towards the annual cost of health insurance for part-time employees who are employed at least half-time (.5) is the percentage they are employed. For example, a teacher who is employed as a half-time (.5) teacher will pay 50% of their health insurance premium, with the Board paying 50%. Teachers who are employees less than a .5 FTE (full time equivalent) are not eligible to receive health insurance benefits.

E. Death Benefits

If a teacher dies while employed by the Simsbury Board of Education, the health insurance for the deceased teacher's dependent(s) will remain in force for 24 weeks.

Additional extension rights will be available to eligible dependents at their expense at the current group rate as provided by applicable law.

F. Long-Term Disability Income Plan

A long-term disability income plan is available on a 50% / 50% Board-teacher shared-cost basis. The disability benefit is \$3,000 per month or a maximum of 60% of the teacher's salary whichever is less.

G. Section 125 Program

The Board of Education agrees to maintain an optional Section 125 Program. It is understood that the plan administrator monitoring the program might have a minimum participation requirement. Those employees electing to participate are responsible for the annual service fee.

H. Filing and Content of Insurance Plan

Details of all insurance plans are filed in the office of the Board of Education and may be examined there during regular office hours. The actual terms and conditions of these plans shall determine the benefits for which employees may be eligible, and this Agreement will not be construed to alter these plans or grant additional benefits not provided in them.

I. Alternate Programs

The Board reserves the right to change insurance carriers or third-party administrators for the benefits under this Article provided that such benefits are equal to the current benefits. In addition, disruption (by physician) shall be no greater than 10%. The Board will notify the Association in writing at least sixty (60) days prior to any change of carriers or third-party administrators. The Association shall have up to thirty (30) days following such notification to review such change and respond in writing whether it approves or does not approve the change. If the Association does not approved the proposed change, with its notification to the Board it shall submit a written statement detailing the reasons for such disapproval. Failure to submit such a statement to the Board within the thirty (30) day period shall be deemed approval of such change. Should the Association file such written statement of disapproval in a timely manner, the Board shall respond within thirty (30) days. The Board reserves the right to proceed with the change as proposed, and the Association reserves the right to seek review of that action through the grievance procedure. Any such grievance shall be filed at the arbitration level, pursuant to the expedited arbitration procedures of the American Arbitration Association; as such procedures may be amended by mutual agreement of the parties.

## **ARTICLE IV**

### **WORKING DAYS**

The work year shall consist of one hundred eighty-five (185) workdays as outlined below.

There shall be one hundred and eighty (180) student contact days during the duration of the contract. There shall be two days (2) to be scheduled prior to the first student day, which shall be used for administratively determined meetings as authorized by the Superintendent or designee in each year of the contract. There shall be two additional professional development days to be held during the school year as determined by the Superintendent or designee. These days will be identified with sufficient advance notice through the school calendar. There shall be one (1) workday following the last student contact day.

If the teachers' workday is lengthened beyond the hours in effect during the 2016-17 school year, the Board of Education shall negotiate compensation in accordance with the provisions of impact bargaining. Teachers at the middle school and high school levels shall attend two programs approved by administration that are designed to increase parent involvement. Such programs will occur outside of the regular work day or work year, for example, Open House Programs and Orientation Programs as scheduled by the Board.

The person or persons (no more than two) serving in the capacity of President of the Simsbury Education Association shall be exempt from any and all school coverage duties normally assigned to a teacher for the duration of the school year(s) that he/she is elected. This includes, recess duty, bus duty, lunch duty, cafeteria duty, hall monitoring.

## **ARTICLE V**

### **ABSENCES**

#### **A. With Salary Continuation**

Certified personnel covered by this Agreement shall be granted fifteen (15) days per year for personal illness, quarantine, injury, or disability related to pregnancy, cumulative to one hundred eighty (180) days. "Personal illness" may be defined for up to ten (10) days per year to include illness or death in the immediate family of an absent employee covered by this Agreement.

When the absence of a person employed under this Agreement is covered by Workers' Compensation, said employee shall also be entitled to partial sick leave payment on a pro-rata basis, but total compensation shall not exceed the employee's regular rate of pay.

The deduction of days from the accumulated sick leave of the employees receiving benefits under Workers' Compensation and partial sick leave payment simultaneously shall be on a pro-rata, partial day basis.

Said deduction of partial days from the employee's accumulated sick leave per day of absence under Workers' Compensation shall be equivalent in percentage to that part of the employee's normal salary not covered by Workers' Compensation payments through the term of coverage by Workers' Compensation.

Provisions for absence due to assault are provided for under 10-236, a, b, and c of the General Statutes.

#### **1. Other Personal Absences**

The Superintendent shall grant certified personnel covered by this Agreement, personal days without salary deduction for:

- a. Religious days (not to exceed three [3] a year),
- b. Sickness or death of close relatives or a member of the immediate household,
- c. Attendance in court or for other legal reasons beyond the employee's control,
- d. Personal reasons subject to approval by the Superintendent of Schools.

As a general procedure, personal days shall be limited to five (5) days in any school year. Exceptions shall be made by the Superintendent, based upon emergency situations.

Personal day requests, with the exception of emergencies or conditions beyond one's control, must be forwarded to the Superintendent of Schools seventy-two (72) hours prior to the desired day.

2. Jury Duty

Certified personnel covered by this Agreement who are called to jury duty shall be granted the difference between jury pay and their regular salary. Time lost for jury duty shall not be charged against accumulated sick leave.

3. Absence for Professional Reasons

Absence may be allowed for visiting days, attendance at conventions, participation in school evaluations, educational conferences and/or other forms of professional improvement, without pay deduction, if approval is granted by the Superintendent of Schools.

4. Absence in Excess of Allowance

In the event of absence in excess of days allowed, salary deductions shall be made by the Board at a per diem rate of the annual salary for each such day of absence, based on the work year as defined in this Agreement.

5. Sick Leave of Absence

In the event of absence due to illness or physical disability of tenure employees beyond the granted sick leave accrual, the Board shall make requisite payments to maintain in full force said teacher's protection under the current insurance plan for a period not to exceed twelve (12) months.

6. Adoption of a Child

A teacher who adopts a child under mitigating or unusual circumstances may be granted up to fifteen (15) days of personal/sick time by the Superintendent or designee.

B. Leave

1. Without Salary Continuation

Absence for professional improvement may be granted by the Board upon the recommendation of the Superintendent. The teacher seeking leave shall be assured of consideration for any unfilled position for which he/she holds certification and for which he/she is qualified at the termination of the leave. Leaves, for reasons other than professional improvement or sick leave of absence, may be granted at the discretion of the Board of Education. All such leaves shall terminate 5 calendar days before the first working day of the school year following the granting of the leave, with the exception of leaves granted between March 1 and the first working day of the next school year which shall terminate five calendar days before the first working day of the subsequent school year. As in the case of the leave granted for professional improvement, consideration shall be given by the administration to return the teacher to his/her former position or an equivalent one.



2. Sabbatical Leave

Teachers with at least six (6) years of service in the Simsbury Schools may devote one (1) year to additional training upon approval of the Board of Education, where such training would be for the benefit of the Simsbury school system and the teacher, and where the teacher could be temporarily replaced without serious dislocation to the school system.

The Board of Education shall pay up to 100% of salary to the individual on leave in an amount it shall specify if such leave is granted.

Application for sabbatical leave and the initial proposal must be received by the Superintendent of Schools or his/her designee by the last school day in September for a sabbatical leave requested for the succeeding year. Announcement of sabbatical application procedures shall be provided by no later than the previous June 1. The number of certified teachers on sabbatical leave during any one year shall not exceed one percent of the total number of certified teachers covered by this Agreement.

Teachers granted such leaves shall be required to return to the Simsbury school system for three (3) years, with one-third ( $1/3$ ) of the amount of salary provided being forgiven for each year of additional service. In the event that a teacher should not return to the Simsbury Public Schools following the sabbatical leave, or complete three (3) years of service, any unforgiven salary must be returned to the Simsbury Public Schools within thirty (30) calendar days. In the event of death or disability which renders the teacher to be incapable of performing his/her duties, the Board of Education shall release him/her and his/her estate from these obligations. (See Exhibit VII, page 40).

3. Pregnancy Related Disability and Childrearing Leave

Pregnancy related disability shall be treated as a temporary disability under the conditions as set forth in Article V, paragraph A.1., above. Leaves of absence for childrearing shall be granted under the conditions as set forth in Article V, paragraph B.1, above.

## ARTICLE VI

### Teacher Assignments, Transfers, and Vacancies

#### A. Assignments

1. Under normal circumstances, teachers will be notified in writing of the schools to which they will be assigned for the coming year, if different; the grades and/or subjects that they will teach if different; by June 1. If such assignments must be changed thereafter, the affected teacher will be notified as soon as practicable.

2. The positions listed in Exhibit V, Section K are appointive positions lasting for a period of no more than one school year. After three continuous years in the same position, reappointment to these positions will be automatic unless there is documented evidence justifying removal of a person from such position. All persons who apply for a vacancy in such a position, will be considered, provided the applicant applies in writing and meets the posted qualifications. However, the appointing authority, Superintendent or his/her designee, shall not be limited in making appointment to those expressing written interest.

#### B. Transfer

1. The transfer of teachers within the school system is the responsibility of the Superintendent of Schools. When the Superintendent determines that an involuntary transfer is required, the Superintendent or his/her designee shall meet with the affected teacher(s) and a representative of the Association to discuss the need for the transfer.

2. Teachers who request a transfer for the next school year shall file a written statement of such desire with the Superintendent.

#### C. Vacancies

1. All job vacancies shall be posted for five (5) days prior to filling the position, and the Board reserves the right to post any position externally. Notice of vacancies shall be distributed electronically to certified staff.

2. Should the Superintendent grant a request to transfer to a vacancy, the Superintendent reserves the right to defer transfer until the beginning of the next school year to avoid disruption of the educational process.

## **ARTICLE VII**

### **LUNCH PERIODS AND PREPARATION TIME**

The Association and the Board recognize the importance of teacher preparation time, both individual and collaborative, to maximize instructional effectiveness with and for students. Both parties recognize that schools remain dynamic environments and requests requiring preparation time to be utilized in a specific way are sometimes inevitable. However, administrators shall refrain from making last minute administrative requests affecting scheduled preparation time when reasonably possible.

1. Lunch Periods

Each teacher shall have a minimum of twenty-five (25) minutes of duty-free lunch time. Teachers will not be required to attend administrative meetings or other activities during their lunch period.

2. Elementary Preparation Time

All elementary school teachers (grades K-6) shall have, in addition to their lunch periods, a minimum of two hundred ten (210) minutes of preparation time per week, to be used for planning and/or conferences.

3. Secondary Preparation Time

Secondary teachers (Grades 7-12) shall have, in addition to a duty free lunch, a minimum of one preparation/conference period of time per day totaling at least two hundred, ten (210) minutes of preparation time per week, to be used for planning and/or conferences.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this grievance procedure is to settle equitably and at the lowest possible administrative level issues which arise from time to time concerning salaries and other working conditions of the professionals covered by this Agreement.
2. The Board and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any and all levels of the procedure.
3. Nothing herein contained shall be construed as limiting the right of any teacher having a problem to discuss the matter informally with the appropriate member of the administration or with any representative of the Association at any time.

B. Definitions

1. "Grievance"

- a. A "contractual grievance" is a complaint by a teacher or group of teachers or the Association that, as to him/her/them, there has been a violation, misrepresentation, or misapplication of the provisions of this Agreement.
  - b. A "non-contractual grievance" is a complaint other than a contractual grievance which (i) an individual teacher or group of teachers or the Association may assert relative to (1) Board Policies and Administrative Regulations, or (2) administrative decisions made pursuant to (1) above as applied to the aggrieved person(s), or (ii) an individual teacher or group of teachers or the Association may assert relative to a claim of failure to follow the established procedures in the evaluation plan.
2. An "aggrieved person(s)" is the certified professional person or group of persons or the Association making the grievance.
  3. "Days" as used in this procedure shall mean, unless otherwise indicated, working school days.

C. Time Limits

1. No grievance, either contractual or non-contractual, shall be filed unless such filing by the aggrieved person(s) takes place within twenty (20) days of the act or occurrence constituting the grievance, or as of the time when the aggrieved person(s) reasonably should have known of the act or occurrence leading to the grievance, whichever is later. Unless such timely filing takes place, such matter shall thereafter not be considered a grievance.
2. In the case of an alleged continuing violation of the contract, the time limits begin to run from the last violation.

D. Procedure with Respect to Non-Contractual Grievances

1. If any professional staff member feels that he/she has a grievance to discuss, he/she should first take it through the Informal Procedure, discussed below, in Section E.
2. If the grievance cannot be resolved through said Informal Procedure, then it may only be taken through Levels One and Two, discussed below in Section G, except for grievances related to Board Policy, which may be heard at Level Three.

E. Informal Procedure

1. If an aggrieved person believes that he/she has a grievance, such person should first discuss the matter with the school principal or other appropriate administrator in an effort to resolve the matter.

2. Should the aggrieved person wish, he/she may contact the Association President for help in resolving the problem at this level. This procedure shall be referred to as "pre-grievance" and it is hoped that all problems can be resolved at this level.
3. All decisions by supervisors or administrators at this level of the informal procedure shall be reported in writing to the Superintendent of Schools. Copies of the decisions shall be forwarded to the Chairperson of the Professional Rights and Responsibilities Committee.

F. Content of Written Grievance

The written grievance at Levels One, Two, Three and Four shall contain:

1. A citation of the specific section or sections of the article or articles of this Agreement, or the Board Policies and Administrative Regulations or administrative regulations promulgated thereunder, allegedly mis-interpreted, misapplied, and/or violated.
2. The date of such alleged misinterpretations, misapplications, and/or violations.
3. The signature of the aggrieved person.
4. Statement of the facts giving rise to such grievance

G. Formal Procedure

1. **Level One: School Principal**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at the informal level, or if no decision at the informal level is rendered within five (5) days after the institution of the informal procedure, he/she may submit his/her grievance in writing as a formal grievance to the proper school principal or other such administrator as the situation shall dictate within ten (10) days after the grievance was first presented at the informal procedure level.
- b. The school principal (or other administrator) shall render a written decision within five (5) days after the initiation of the Level One proceedings to the aggrieved party, and a copy shall be sent to the Chairperson of the Association's Professional Rights and Responsibilities Committee.

2. **Level Two: Superintendent of Schools**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision at Level One is rendered within five (5) days of the institution of Level One procedures, he/she may appeal to the Superintendent of Schools within five (5) days after the decision at Level One or within ten (10) days after the initiation of the Level One procedures, whichever is sooner.

- b. Within ten (10) days after the Superintendent's receipt of said written appeal, the Superintendent shall hold a hearing with the aggrieved person and representatives of the Association (if involved). A record shall be kept of the hearing by the Superintendent or his/her designee and by the Association.
  - c. The Superintendent shall render a written decision to the aggrieved person, with a copy to the Association, within five (5) days after the hearing at Level Two.
3. **Level Three: Board of Education**
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision at Level Two is rendered within five (5) days after the hearing at Level Two, he/she may file a written request for appeal with the Association's Professional Rights and Responsibilities Committee within five (5) days after the decision at Level Two or within fifteen (15) days after the initiation of the Level Two procedure, whichever is sooner.
  - b. Such an appeal to the Board of Education may only be brought by the Association's Professional Rights and Responsibilities Committee or its designee. Notice of such an appeal shall be given within five (5) days of the Association's receipt of the request for Level Three procedures from the aggrieved person.
  - c. Within ten (10) days after the receipt of said notice of appeal from the Association, the Board shall hold a hearing with the aggrieved person and representative(s) of the Association. A record shall be kept of the hearing by the Board and by the Association.
  - d. The Chairman of the Board of Education shall render a written decision to the aggrieved person, with a copy to the Association, within five (5) days following the hearing at Level Three.
4. **Level Four: Binding Arbitration (contractual grievances only)**
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision at Level Three is rendered within five (5) days after the hearing at Level Three, he/she may file a request for binding arbitration with the Association's Professional Rights and Responsibilities Committee of any alleged violation, misrepresentation or misapplication of the provisions of this Agreement within five (5) days after the decision at Level Three or fifteen (15) days after the initiation of the Level Three procedure, whichever is sooner.
  - b. The Association may submit the grievance to arbitration by written notice to the Chairman of the Board of Education (or other duly authorized representative of said Board) and to the American Arbitration Association. Notice of such submission shall be given within five (5) days of the Association's receipt of the request for arbitration from the aggrieved person.



- c. The arbitrator shall be selected from a list submitted by the American Arbitration Association.
- d. The parties shall be bound by the rules of the American Arbitration Association.
- e. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all terms of this Agreement. Furthermore, said arbitrator shall not have the power nor the authority to add to, delete from, or modify in any way the provisions of the Agreement, nor to require the commission of an act prohibited by statute.
- f. The decision of the arbitrator shall be final and binding on both parties.
- g. The expense of such arbitrator shall be borne equally by both the Association and the Board of Education.

H. Miscellaneous

- 1. If in the judgment of the Association a grievance affects a group or class of professionals covered under this Agreement, or involves a matter of precedent or policy, the Association may process such a grievance through levels of the grievance procedure.
- 2. Decisions at all levels of the grievance procedure shall be in writing setting forth the decision and reasons therefor.
- 3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4. When a grievance is submitted by an individual teacher without the Association involvement at Levels One and Two, and the Principal and/or the Superintendent shall notify the President of the Association that the grievance exists, stating the aggrieved person's name, date of filing, and the nature of the grievance.
- 5. The number of days indicated at each level of the procedure should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended, however, by mutual agreement in writing. Permission for such extension of time shall not be unreasonably withheld by either party.
- 6. In the event that a grievance is filed on or after June 1, every effort shall be made to resolve the grievance prior to the end of the school year or as soon thereafter as is practicable.
- 7. Failure at any level in the procedure to communicate the decision on a grievance within the specified time limits shall entitle the aggrieved to proceed to the next step. Failure at any level in this procedure to appeal a grievance decision within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

8. No reprisals of any kind shall be taken by either party or by any member of the administration or its representatives against any party or interest, or any other member of the Association by reason of his/her participation in the grievance procedure.

9. The formal or informal procedures above shall commence at either the levels specifically referred to herein, or at the level at which the relevant decision was made.

## **ARTICLE IX**

### **INSTRUCTIONAL ACCOUNTABILITY**

A. Personnel File

No material which is negative in nature originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to sign, date, and review the material. A teacher may submit a written notation regarding any material in his/her file, and the same shall be attached to the file copy of the material in question. When the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. No anonymous complaint shall be placed in any teacher's file.

B. Just Cause

No teacher shall be disciplined, i.e. reprimanded in writing, suspended or denied an increment without just cause.

## **ARTICLE X**

### **STAFF REDUCTION AND RECALL**

A. Reduction

The Association shall be notified of the need for staff reduction before any determination shall be made of the individual teachers to be dropped. Determination of those who are to be released is to be in the following order:

1. Tenure and Certification Status (in the following order)

- a. Volunteer retirements, transfers and resignations
- b. Non-certified, non-tenured teachers, including holders of durational area shortage permits
- c. Certified, non-tenured teachers
- d. Certified, tenured teachers

2. Other Criteria

In the event that tenure and certification status is found to be not definitive enough, the following criteria (in the following order) shall be used within each level (of tenure and certification status):

- a. Total contractual experience in the system (starting with the date the contract was signed)
  - b. Experience in position (elementary or secondary, not grade or subject taught)
  - c. Total experience in the position in any system
  - d. Total experience in any system
  - e. Degree status
  - f. Additional course credit
3. The criteria in (1) and (2) above shall govern all staff reductions except that in unusual and exceptional circumstances, the Superintendent, for just cause, may deviate from the criteria specified in 2. a-f inclusive, provided that the Superintendent shall have the burden to justify any exception to said criteria.

B. Notification

1. Non-Renewal - Non-Tenured Teachers

Non-tenured teachers whose contracts of employment will not be renewed for the ensuing year will be notified of their non-renewal in accordance with Section 10-151 of the Connecticut General Statutes. This provision is for informational purposes only.

2. Termination – Non- Tenured and Tenured Teachers

Non-tenured and tenured teachers whose contracts of employment are to be terminated will be notified of their termination in accordance with Section 10-151 of the Connecticut General Statutes. This provision is for informational purposes only.

C. Recall Procedure

1. The name of any teacher whose services have been terminated because of the elimination of position or a reduction in staff shall be placed upon a recall list and remain on such list for three (3) years provided such teacher does not refuse an appointment and provided such teacher applies, in writing by certified mail, for the retention of his/her name on said list on or before June 1 of each year subsequent to his/her termination. (A teacher who is terminated from a full-time position does not waive his/her right to remain on the recall list for three (3) years by a refusal to accept an offer of part-time reemployment through recall procedure.)
2. Any teacher on the recall list shall receive, when possible, a written offer, sent to the last known address, of recall at least fourteen (14) calendar days prior to the date of reemployment. The teacher shall accept or reject the appointment in writing within three (3) calendar days. If he/she accepts the appointment, he/she shall receive a written contract prior to the date of reemployment, where possible.

3. Any teacher who changes his/her address shall notify the Board by certified mail of said change.
4. Recall shall be based on a reversal of the staff reduction criteria of A.1., and a parallel of the steps in A.2.
5. No new teacher shall be hired in a subject area or grade level until all teachers who were terminated from that subject area or grade level have been recalled or declined the opening.
6. No new teachers shall be hired in a subject area or grade level before teachers who were terminated from other subject areas or grade levels, and possessing the necessary certification are recalled or decline the opening.

In unusual and exceptional circumstances, the Superintendent, for just cause, may deviate from the above criteria provided that the Superintendent shall have the burden to justify the exception.

7. A teacher who has been recalled shall be placed at the top of the list of all teachers whose length of seniority is the same as that of the returning teacher. Should further staff reduction occur, a recalled teacher would then be the last to be released in his/her category of seniority.
8. The temporary separation of a teacher shall not affect any earned sick days.
9. Upon written request, the Association shall be provided with a copy of the current recall list.

## **ARTICLE XI**

### **AMENDMENTS**

Proposals by either party for additions to this Agreement are negotiable at any time.

This agreement may not be modified in whole or in part by the parties except by an instrument in writing duly authorized and executed by both parties.

If any provision or any position of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

## ARTICLE XII

### ASSOCIATION SERVICE FEE

#### A. Conditions of Continued Employment

All teachers employed by the Simsbury Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment, except in the case of a teacher employed for less than half time. Such teacher's fee shall be half the amount of the Association's membership dues or service fee.

#### B. Deductions

The Simsbury Board of Education agrees to deduct from each member an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues or service fee divided by the number of paychecks agreed to by the Simsbury Education Association and the Board of Education within 22 payroll dates. The amount of Association membership dues and service fee shall be certified by the Association to the Board of Education prior to the opening of school each year.

#### C. Subsequent Employment

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

#### D. Forwarding of Monies

The Board of Education agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of teachers for whom such deductions were made.

#### E. Lists

No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all certified employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

#### F. Save Harmless

The Association shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, attorneys' fees or other costs which may arise out of, or by reason of, actions taken against the Board as a result of the enforcement or administration of this Section.

## ARTICLE XIII

### DURATION

The provisions of this Agreement shall be effective as of July 1, 2017 and shall continue and remain in full force and effect until June 30, 2020, provided that the Board may reopen negotiations over the provisions of Article III if the cost of medical insurance plan offered therein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act [ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113] and/or if there is any material amendment to the ACA or related state or federal law. Reopener negotiations shall be governed by the provisions of Conn. Gen. Stat. Section 10-153f(e), and such negotiations shall be limited to health insurance plan design and funding, premium cost share and/or the introduction of an additional optional health insurance plan .

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 24<sup>th</sup> day of January, 2017.

SIMSBURY EDUCATION ASSOCIATION




Kara Maslar  
Co-President

SIMSBURY BOARD OF EDUCATION



Tara Willerup  
Chairman



Jamie Sepa  
Co-President



## EXHIBIT I

### SIMSBURY TEACHERS' SALARY SCHEDULE 2017-18

Step	Bachelor	Masters	6th Year	7th Year
1	46,983	49,786	52,587	56,466
2	48,492	52,264	54,958	58,837
3	50,647	55,281	58,190	61,962
4	53,341	58,513	62,177	65,949
5	56,574	62,717	66,488	71,768
6	59,753	68,374	72,873	77,964
7	64,505	74,031	79,258	84,160
8		79,688	85,643	90,356
9		87,480	94,328	98,967

Inasmuch as no future increment is awarded to teachers beyond the last step of the salary schedule, the Board shall grant a \$725 supermax payment to teachers in each of the 4 years following achievement of the last step and a \$925 supermax payment in the 5th and subsequent years. Scheduled increments shall be granted annually to members of the staff whose work is deemed satisfactory or better in accordance with the school district's evaluation procedure.

The Superintendent shall make recommendations to the Board for the granting or withholding of increments or the equivalent for teachers whose work is deemed unsatisfactory, and the granting or withholding of increments shall be accomplished by Board action.

In no case shall an increment be withheld except on the recommendation of the Superintendent, providing, however, that the Board may grant an increment notwithstanding recommendations by the Superintendent that the same be withheld.

In the event of termination of contract, total earnings shall be based on the actual number of contractual days worked.

## EXHIBIT II

### SIMSBURY TEACHERS' SALARY SCHEDULE 2018-19

Step	Bachelor	Masters	6th Year	7th Year
1	47,453	50,284	53,113	57,031
2	48,977	52,787	55,508	59,425
3	51,153	55,834	58,772	62,582
4	53,874	59,098	62,799	66,608
5	57,140	63,344	67,153	72,486
6	60,351	69,058	73,602	78,744
7	65,634	74,771	80,051	85,002
8		80,485	86,499	91,260
9		89,011	95,979	100,699

Inasmuch as no future increment is awarded to teachers beyond the last step of the salary schedule, the Board shall grant a \$725 supermax payment to teachers in each of the 4 years following achievement of the last step and a \$925 supermax payment in the 5th and subsequent years. Scheduled increments shall be granted annually to members of the staff whose work is deemed satisfactory or better in accordance with the school district's evaluation procedure.

The Superintendent shall make recommendations to the Board for the granting or withholding of increments or the equivalent for teachers whose work is deemed unsatisfactory, and the granting or withholding of increments shall be accomplished by Board action.

In no case shall an increment be withheld except on the recommendation of the Superintendent, providing, however, that the Board may grant an increment notwithstanding recommendations by the Superintendent that the same be withheld.

In the event of termination of contract, total earnings shall be based on the actual number of contractual days worked.

### EXHIBIT III

#### SIMSBURY TEACHERS' SALARY SCHEDULE 2019-20

Step	Bachelor	Masters	6th Year	7th Year
1	47,809	50,661	53,511	57,459
2	49,344	53,183	55,924	59,871
3	51,537	56,253	59,213	63,051
4	54,278	59,541	63,270	67,108
5	57,569	63,819	67,657	73,030
6	60,804	69,576	74,154	79,335
7	66,881	75,332	80,651	85,640
8		81,089	87,148	91,944
9		90,702	97,803	102,612

Inasmuch as no future increment is awarded to teachers beyond the last step of the salary schedule, the Board shall grant a \$725 supermax payment to teachers in each of the 4 years following achievement of the last step and a \$925 supermax payment in the 5th and subsequent years. Scheduled increments shall be granted annually to members of the staff whose work is deemed satisfactory or better in accordance with the school district's evaluation procedure.

The Superintendent shall make recommendations to the Board for the granting or withholding of increments or the equivalent for teachers whose work is deemed unsatisfactory, and the granting or withholding of increments shall be accomplished by Board action.

In no case shall an increment be withheld except on the recommendation of the Superintendent, providing, however, that the Board may grant an increment notwithstanding recommendations by the Superintendent that the same be withheld.

In the event of termination of contract, total earnings shall be based on the actual number of contractual days worked.

## EXHIBIT IV

### ADVANCEMENT ON SALARY SCHEDULE

#### SECTION A - MASTER SALARY SCHEDULE

- I. The MASTER SALARY SCHEDULE includes the categories Master's Degree *and* Professional Educator Certificate.
  - A. The category Master's Degree means that the individual has been awarded a Master's Degree by a regionally accredited college or university.
  - B. The category Professional Educator Certificate means that the Connecticut State Department of Education has issued the individual a Professional Educator Certificate.
  - C. In order to advance to the Master's Schedule, a teacher shall earn a Masters Degree from an accredited institution with prior written approval of the Superintendent of Schools or designee. This requirement will apply beginning with all new teachers hired for the 2000-2001 school year.
- II. Instructional personnel who wish to be placed on the MASTER SALARY SCHEDULE must make written application to the Superintendent of Schools by February 1 of a given year for placement on that schedule.
  - A. Personnel who apply for such placement by February 1 and who qualify by the end of the first half of the next school year (ninety-first school day) shall be placed on this schedule as of the ninety-first (91st) day of the school year.
- III. Instructional personnel who have applied for placement on this schedule must file with the Superintendent of Schools, prior to the effective date of such placement, evidence of courses offered to qualify for such placement and completed satisfactorily.
- IV. Credit for any course taken in a foreign college/university or an institution that is not regionally accredited may be determined by the Superintendent of Schools on the basis of his/her own evaluation of the course.

#### SECTION B - SIXTH YEAR SCHEDULE

- I. The SIXTH YEAR SCHEDULE includes the categories Certificate of Advanced Graduate Study (CAGS) and Master's Degree plus 30.
  - A. The category Certificate of Advanced Graduate Study means that the individual:
    1. Holds, or has held, either an Initial Educator, a Provisional, or a Professional Educator Certificate issued by the Bureau of Certification of the Connecticut State Department of Education.

2. Has been awarded a Certificate of Advanced Graduate Study by a regionally accredited college or university.

B. In order to advance to the Sixth Year Salary Schedule, a teacher shall earn a Certificate of Advanced Graduate Study (CAGS) or earn 30 graduate credits beyond the Masters Degree, with prior written approval by the Superintendent of Schools or designee.

This requirement will apply to those who fall under the provisions of Section A above, and who were hired commencing with the 2000-2001 school year.

II. Instructional personnel who wish to be placed on the SIXTH YEAR SCHEDULE must make written application to the Superintendent of Schools by February 1 of a given year for placement on this schedule.

A. Personnel who apply for such placement by February 1 and who qualify by the end of the first half of the next school year (ninety-first school day) shall be placed on this schedule as of the ninety-first (91st) day of the school year.

III. Instructional personnel who have applied for placement on this schedule must file with the Superintendent of Schools, prior to the effective date of such placement, evidence of courses offered to qualify for such placement and completed satisfactorily.

IV. To qualify for the Master's Degree plus 30 category:

A. Only courses within an interval of ten years can be offered for the 30 semester hours beyond the Master's Degree.

B. At least 15 of the 30 semester hours must be in general education in addition to the credits offered for the requirements for a Master's Degree or for a Professional Educator Certificate.

C. The credits must be earned in a planned program approved by the Superintendent.



## SECTION C - SEVENTH YEAR SCHEDULE

- I. The SEVENTH YEAR SCHEDULE includes the categories Doctor of Philosophy (Ph.D.), Doctor of Education (Ed.D.), Certificate of Advanced Graduate Study (CAGS) plus 30 and Master's Degree plus 60.
  - A. The categories Doctor of Philosophy (Ph.D.) and Doctor of Education (Ed.D.) mean that the individual:
    1. Holds, or has held, either an Initial Educator, a Provisional, or a Professional Educator Certificate issued by the Bureau of Certification of the Connecticut State Department of Education.
    2. Has been awarded either an earned Doctor of Philosophy Degree or Doctor of Education Degree, by a regionally accredited college or university.
  - B. The category Certificate of Advanced Graduate Study plus 30 means that the individual:
    1. Holds, or has held, either an Initial Educator, a Provisional, or a Professional Educator Certificate issued by the Bureau of Certification of the Connecticut State Department of Education.
    2. Has been awarded a Certificate of Advanced Graduate Study by a regionally accredited college or university.
    3. Has satisfactorily completed 30 semester hours of study beyond the CAGS in a planned program approved by the Superintendent.
    4. Has complied with the requirements listed below in parts II, III, and IV.
  - C. The category Master's Degree plus 60 means that the individual:
    1. Holds, or has held, either an Initial Educator, a Provisional, or a Professional Educator Certificate issued by the Bureau of Certification of the State Department of Education.
    2. Has met all the requirements of the Master's Degree plus 30 as detailed in SECTION B, Sub-section B.
    3. Has satisfactorily completed 30 semester hours of study beyond the Master's Degree plus 30 in a planned program approved by the Superintendent.
    4. Has complied with the requirements listed below in Parts II, III, and IV.

- II. Instructional personnel who wish to be placed on the SEVENTH YEAR SCHEDULE must make written application to the Superintendent of Schools by February 1 of a given year for placement on this schedule.
  - A. Personnel who apply for such placement by February 1 and who qualify by the end of the first half of the next school year (ninety-first school day) shall be placed on this schedule as of the ninety-first (91st) day of the school year.
- III. Instructional personnel who have applied for placement on this schedule must file with the Superintendent of Schools, prior to the effective date of such placement, evidence of courses offered to qualify for such placement and completed satisfactorily.
- IV. To qualify for the Certificate of Advanced Graduate Study plus 30 category, or for the Master's Degree plus 60 category:
  - A. Only courses within an interval of ten years can be offered for the 30 semester hours beyond the CAGS or for the 30 semester hours beyond the Master's Degree plus 30.
  - B. At least 15 of the 30 semester hours must be in general education in addition to the credits offered for the requirements for the Sixth Year Schedule.

#### SECTION D - IMPLEMENTATION

The requirement in Section B and Section C that credits be earned in a planned program approved by the Superintendent shall not apply where a teacher has earned any of the required number of credits prior to July 1, 2005.

## **EXHIBIT V**

### **ADDITIONAL REMUNERATION**

#### **A. Military Service Increment**

Veterans of the Armed Services are to receive one (1) year of teaching experience credit for each year of service, up to a maximum of two (2) years; half a year of service (180 days) shall be counted as one (1) year. Simsbury teachers on a military leave of absence shall be granted teaching credit for military service to a maximum of two (2) years, unless otherwise specified by law.

#### **B. Extra Compensation for Special Services Personnel**

Special Service personnel receiving \$250 in extra compensation shall continue to receive this sum under this Agreement. Individuals classified as Special Service personnel and whose appointment became effective after July 1, 1972, shall not be eligible to receive this extra compensation. The category of Special Services shall be limited to reading teachers and persons handling children requiring special education, as defined by sub-division (1) of sub-section (e), section 10-76a of the Connecticut General Statutes.

#### **C. Mentor Teachers**

Teachers who have successfully completed mentor training through an approved Connecticut State Department of Education program and who demonstrate exemplary teaching as reflected in the established selection process will be assigned as mentor teachers as needed and when so assigned shall be awarded a stipend in year one and year two for mentoring a new teacher and, if necessary, year three of mentoring the same teacher in the Teacher Education and Mentoring (TEAM) program (see Exhibit V, item K).

Additionally, mentors who have completed appropriate training and are appointed to serve as master mentors (appointments shall be made on an annual basis) shall be awarded an annual stipend (see Exhibit V, item K).

#### **D. National Board Certification (National Board for Professional Teaching Standards)**

Teachers who are certified by the National Board for Professional Teaching Standards and agree to conduct in-service/staff training workshops or serve as a mentor for other teachers seeking such certification as directed by the Superintendent or designee will receive \$1000 annually while serving in that capacity.

#### **E. Long-Term Substitute Coverage**

Contracted teachers who are certified in the content area and who accept a long-term substitute coverage assignment for a secondary teacher which is in addition to their regular assignment as authorized by the Director of Personnel will be compensated at a rate of \$50 per class for the duration of the assignment. Long-term is defined as coverage which will exceed ten (10) consecutive work days.

## F. Retirement Benefits

### 1. Advanced Longevity of Retirement

If requested in writing prior to the close of the school year (June 30) and three full years before retirement, a teacher eligible for retirement under statute shall submit his/her irrevocable resignation for purposes of retirement (effective three years thereafter) and receive an added annual stipend for each of the last three years of service subject to the following schedule and conditions:

<u>Years of Service in Simsbury upon Retirement</u>	<u>Stipend</u>
15 years	\$ 600
20 years	\$ 1750
30 years	\$ 2900

If a teacher achieves a new level during the period before his/her retirement is effective (e.g. achieves 20 years of service two years after providing notification of retirement), he/she shall receive a retroactive adjustment reflecting payment for the level achieved for each of the three years before retirement. In extraordinary circumstances, such resignation may be withdrawn by mutual agreement between the teacher and the Superintendent or his/her designee.

- a. Teachers will have the option of having the stipend listed in Section I divided over twenty-two or twenty-seven payrolls in each of the three years prior to retirement.

### 2. Health Insurance Benefits

The Board will provide, up to a maximum of 84 months, to teachers who participate in the longevity retirement programs and who remain enrolled in our group health insurance plan, from the date of retirement to age 65, the following amounts toward their health insurance premium:

<u>Years of Service In Simsbury</u>	<u>Amount Toward Premium</u>
15 years	\$ 600
20 years	\$ 800
30 years	\$ 900

If a teacher achieves a new level during the period before his/her retirement is effective (e.g., achieves 20 years of service two years after providing notification of retirement), he/she shall receive a retroactive adjustment reflecting payment for the level achieved for each of the three years before retirement.

A teacher eligible for retirement under statute but not participating in the longevity retirement program shall be eligible for these health insurance benefits if a written statement from a medical doctor indicates that the individual can no longer function as a teacher and should retire.

3. Severance Retirement

Teachers not participating in the longevity retirement program shall be eligible for severance benefits as follows:

<u>Years of Service in Simsbury upon Retirement</u>	<u>Stipend</u>
15 years	\$ 900
20 years	\$ 1200
30 years	\$ 1600

G. Reimbursement for Advanced Study:

1. Sixth Year and Seventh Year Program of Studies

Certified staff members who are on, or above, the Masters Year Schedule, will be granted a 50% tuition reimbursement for advanced study, to a maximum allowance of \$1000 per fiscal year, provided that prior approval for the study has been granted by the Superintendent of Schools, and that a certificate of satisfactory completion of course work has been submitted to document the request for reimbursement. Credit hours in excess of six (6) per fall or spring semester must be granted by the Superintendent of Schools.

Advanced Study Beyond Seventh Year

Certified staff members who are on the Seventh Year Schedule will be granted reimbursement for advanced study and professional activities such as institutes, seminars and courses up to \$1,000 per year subject to the prior approval of the Superintendent of Schools.

H. Professional Employment:

When school is not in session and if a member of the certified staff is to be employed by the Board in a professional capacity, that person shall be compensated at a rate of \$39/hour for the 2017-18 year; \$40/hour for the 2018-19 year; and \$41/hour for the 2019-20 year, based on an eight (8) hour work day.

I. Part-time Teacher Compensation

Teachers who teach less than full-time will be compensated in the categories of supermax and longevity on a pro-rated basis according to their percentage of teaching time.

J. Clarification of Interim Teacher

An "interim teacher" is a temporary employee hired to replace a member of the bargaining unit on leave employed under the following conditions:



1. Said interim teacher must be certified for the teaching assignment.
2. Said interim teacher must serve a minimum of forty (40) consecutive days in the same assignment.
3. Said interim teacher shall be paid as follows:
  - Starting with the forty-first (41<sup>st</sup>) day, BA track, Step 1.
  - Starting with the ninety-first (91<sup>st</sup>) day, at the step and track appropriate to his/her experience.

When the Board anticipates that an interim assignment will last more than ninety days, it may place the interim teacher on the step and track appropriate to his/her experience before the ninety-first (91<sup>st</sup>) day.

4. Other conditions of employment are as follows:
  - The interim teacher shall earn sick leave at the rate of 1.5 days per month of employment.
  - The interim teacher will not earn seniority credit or be placed on a recall list after the assignment is completed.
  - Starting with the ninety-first (91<sup>st</sup>) day in the same assignment, the interim teacher shall either join the Association or shall be subject to the service fee in accordance with Article XI.

K. Extra Compensation for Extra Duties

POSITION	2017-18	2018-19	2019-20
<b>Coordinators</b>			
Family and Consumer Science, 7-12	\$5,007	\$5,082	\$5,158
Tech Ed/Project Lead the Way, 7-12	\$5,007	\$5,082	\$5,158
Special Services, 9-12	\$3,163	\$3,210	\$3,258
Library Media Services, K-12	\$5,007	\$5,082	\$5,158
School Psychologist, K-12	\$1,844	\$1,872	\$1,900
Guidance, 7-8	\$1,844	\$1,872	\$1,900
Phys. Ed., 7-8	\$1,844	\$1,872	\$1,900
Music 7-8	\$1,844	\$1,872	\$1,900
Team Leader, 7-8	\$1,844	\$1,872	\$1,900
Unified Arts Team Leader	\$923	\$936	\$951
Elementary Writing/Social Studies Coordinator	\$6,326	\$6,421	\$6,518
Elementary Math/Science Coordinator	\$6,326	\$6,421	\$6,518
Elementary Technology Resource	\$6,326	\$6,421	\$6,518
Building Coordinator (4 elementary)	\$3,163	\$3,210	\$3,258
Homebound Tutor Coordinator, 7-8	\$1,062	\$1,078	\$1,094
Homebound Tutor Coordinator, 9-12	\$2,122	\$2,154	\$2,187
<b>Department Supervisors</b>			
Art, K-12	\$8,501	\$8,628	\$8,758
Career & Technology Education, 9-12	\$8,501	\$8,628	\$8,758
English, 7-8	\$8,501	\$8,628	\$8,758
English, 9-12	\$8,501	\$8,628	\$8,758
World Language, 6-8	\$8,501	\$8,628	\$8,758
World Language, 9-12	\$8,501	\$8,628	\$8,758
Guidance, 7-12	\$8,501	\$8,628	\$8,758
Mathematics, 7-8	\$8,501	\$8,628	\$8,758
Mathematics, 9-12	\$8,501	\$8,628	\$8,758
Music, K-12	\$8,501	\$8,628	\$8,758
PE/Health, K-12	\$8,501	\$8,628	\$8,758
Science, 7-8	\$8,501	\$8,628	\$8,758
Science, 9-12	\$8,501	\$8,628	\$8,758
Social Studies, 7-8	\$8,501	\$8,628	\$8,758
Social Studies, 9-12	\$8,501	\$8,628	\$8,758
Special Services, 7-8	\$8,501	\$8,628	\$8,758
Special Services, 9-12	\$8,501	\$8,628	\$8,758
Supervisor of Related Svces, PK-12	\$8,501	\$8,628	\$8,758
Supervisor, Preschool	\$4,250	\$4,314	\$4,378
Supervisor, FVTA	\$4,250	\$4,314	\$4,378
Supervisor, Pathways	\$4,250	\$4,314	\$4,378
<b>Miscellaneous</b>			
Math Olympiads - Elementary (5)	\$531	\$539	\$547
TEAM Mentor - Year 1	\$531	\$539	\$547
TEAM Mentor - Year 2	\$850	\$862	\$875
Master Mentor	\$1,274	\$1,293	\$1,312
Music Festival Chaperones	\$100	\$102	\$103

POSITION	2017-18	2018-19	2019-20
<b>Group I</b>			
SHS Winter Musical - Director	\$4,375	\$4,440	\$4,507
SHS Winter Musical-Vocal Director	\$2,836	\$2,878	\$2,922
SHS Pinnacle Advisor* (2)	\$2,836	\$2,878	\$2,922
SHS Spring Play Director	\$2,836	\$2,878	\$2,922
FIRST Robotics	\$2,836	\$2,878	\$2,922
<b>Group II</b>			
SHS Pep Band	\$2,455	\$2,492	\$2,529
HJMS Musical - Director	\$2,455	\$2,492	\$2,529
<b>Group III</b>			
SHS Winter Musical-Choreographer	\$2,075	\$2,106	\$2,137
SHS Winter Musical-Lighting Designer	\$2,075	\$2,106	\$2,137
SHS Winter Musical-Costume Designer	\$2,075	\$2,106	\$2,137
SHS Winter Musical-Pit Conductor	\$2,075	\$2,106	\$2,137
SHS Future Business Leaders	\$2,075	\$2,106	\$2,137
SHS Senior Class* (2)	\$2,075	\$2,106	\$2,137
SHS Student Council	\$2,075	\$2,106	\$2,137
SHS Math Team	\$2,075	\$2,106	\$2,137
SHS Mock Trial	\$2,075	\$2,106	\$2,137
SHS Fall One-Acts	\$2,075	\$2,106	\$2,137
SHS Jazz Band	\$2,075	\$2,106	\$2,137
SHS Debate Team	\$2,075	\$2,106	\$2,137
SHS Unified Theater	\$2,075	\$2,106	\$2,137
HJMS Chamber Orchestra	\$2,075	\$2,106	\$2,137
HJMS Leadership Academy*(2)	\$2,075	\$2,106	\$2,137
HJMS Mathcounts	\$2,075	\$2,106	\$2,137
HJMS Jazz Band	\$2,075	\$2,106	\$2,137
HJMS Student Council	\$2,075	\$2,106	\$2,137
HJMS Yearbook	\$2,075	\$2,106	\$2,137
HJMS Select Chorus	\$2,075	\$2,106	\$2,137
HJMS Unified Theater	\$2,075	\$2,106	\$2,137
HJMS Wind Ensemble	\$2,075	\$2,106	\$2,137
Elementary Select Chorus	\$2,075	\$2,106	\$2,137
Elementary Jazz Band	\$2,075	\$2,106	\$2,137
<b>Group IV</b>			
SHS Nat'l Honor Society* (2)	\$1,700	\$1,726	\$1,752
SHS Forum	\$1,700	\$1,726	\$1,752
SHS Readers' Theater	\$1,700	\$1,726	\$1,752
SHS Junior Class* (2)	\$1,700	\$1,726	\$1,752
SHS SAGE	\$1,700	\$1,726	\$1,752
SHS Sophomore Class* (2)	\$1,700	\$1,726	\$1,752
SHS Percussion Instructor	\$1,700	\$1,726	\$1,752
SHS Tri-M Advisor	\$1,700	\$1,726	\$1,752
SHS Dodgeball	\$1,700	\$1,726	\$1,752
SHS Trojan Wall	\$1,700	\$1,726	\$1,752
SHS Stock Market Club	\$1,700	\$1,726	\$1,752
SHS United Nations	\$1,700	\$1,726	\$1,752
SHS Winter Musical -Asst Director	\$1,700	\$1,726	\$1,752
SHS Best Buddies	\$1,700	\$1,726	\$1,752
HJMS Service Club	\$1,700	\$1,726	\$1,752
HJMS Musical - Asst Director	\$1,700	\$1,726	\$1,752
HJMS FACS	\$1,700	\$1,726	\$1,752
HJMS Drama Club	\$1,700	\$1,726	\$1,752
Elementary Drama Club	34 \$1,700	\$1,726	\$1,752
Elementary Musical Theater	\$1,700	\$1,726	\$1,752

POSITION	2017-18	2018-19	2019-20
<b>Group V</b>			
SHS Freshman Class* (2)	\$952	\$966	\$981
SHS Spectrum Magazine	\$952	\$966	\$981
SHS Junior Civitan	\$952	\$966	\$981
SHS National Art Honor Society	\$952	\$966	\$981
SHS Gender Sexuality Alliance	\$952	\$966	\$981
SHS - Nat'l Business Honor Society	\$952	\$966	\$981
SHS - Chinese Club/Honor Society	\$952	\$966	\$981
SHS - French Club/Honor Society	\$952	\$966	\$981
SHS - Spanish Club/Honor Society	\$952	\$966	\$981
SHS - Latin Club/Honor Society	\$952	\$966	\$981
SHS - Mural Club	\$952	\$966	\$981
SHS - Anime Club	\$952	\$966	\$981
SHS - CT Youth Forum Coordinator	\$952	\$966	\$981
SHS - Key Club	\$952	\$966	\$981
SHS - Chess Club	\$952	\$966	\$981
SHS - "As School Match Wits"	\$952	\$966	\$981
HJMS Pep Band	\$952	\$966	\$981
HJMS Science Club	\$952	\$966	\$981
HJMS Art Gallery	\$952	\$966	\$981
HJMS Talent Show	\$952	\$966	\$981
*For club activities that have 2 advisors; each advisor is compensated as listed above.			

#### L. Interscholastic Athletics

When necessary, more than one individual may hold the same position as long as money, duties and responsibilities are agreed to by the parties and the cost does not exceed the budgeted amount. Prior to the implementation of such agreements, the Director of Personnel must give approval and the Association must be informed.

POSITION	2017-18	2018-19	2019-20
Baseball - Head Coach	\$ 6,048	\$ 6,139	\$ 6,231
Baseball - Asst Coach	\$ 4,213	\$ 4,276	\$ 4,341
Baseball - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Baseball - Freshman Coach	\$ 4,212	\$ 4,275	\$ 4,340
Basketball - Head Coach	\$ 6,950	\$ 7,054	\$ 7,160
Basketball - Asst Coach	\$ 4,794	\$ 4,866	\$ 4,939
Basketball - JV Coach	\$ 4,794	\$ 4,866	\$ 4,939
Basketball - Freshman Coach	\$ 4,794	\$ 4,866	\$ 4,939
Cheerleading - Head Coach **	\$ 4,124	\$ 4,186	\$ 4,249
Cheerleading - Assistant Coach **	\$ 2,991	\$ 3,036	\$ 3,082
Crew - Head Coach **	\$ 6,921	\$ 7,025	\$ 7,130
Crew - JV Coach **	\$ 5,159	\$ 5,237	\$ 5,315
Crew - Novice Coach**	\$ 2,418	\$ 2,454	\$ 2,491
Cross Country - Head Coach	\$ 5,616	\$ 5,700	\$ 5,786
Cross Country - Assistant Coach	\$ 4,212	\$ 4,275	\$ 4,340
Cross Country (Ski) - Head Coach	\$ 5,729	\$ 5,815	\$ 5,902
Field Hockey - Head Coach	\$ 5,729	\$ 5,815	\$ 5,902
Field Hockey - Assistant Coach	\$ 4,212	\$ 4,275	\$ 4,340
Field Hockey - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Field Hockey - Freshman Coach	\$ 4,212	\$ 4,275	\$ 4,340
Football - Head Coach	\$ 7,643	\$ 7,758	\$ 7,874
Football - Assistant Coach	\$ 5,225	\$ 5,304	\$ 5,383
Football - JV Coach	\$ 5,225	\$ 5,304	\$ 5,383
Football - Freshman Coach	\$ 5,225	\$ 5,304	\$ 5,383
Golf - Head Coach	\$ 4,377	\$ 4,442	\$ 4,509
Golf - JV Coach	\$ 3,110	\$ 3,157	\$ 3,204
Ice Hockey - Head Coach	\$ 6,598	\$ 6,696	\$ 6,797
Ice Hockey - Assistant Coach	\$ 4,722	\$ 4,793	\$ 4,864
Ice Hockey - JV Coach	\$ 4,722	\$ 4,793	\$ 4,864



POSITION	2017-18	2018-19	2019-20
Lacrosse - Head Coach	\$ 5,813	\$ 5,900	\$ 5,989
Lacrosse - Asst Coach	\$ 4,212	\$ 4,275	\$ 4,340
Lacrosse - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Lacrosse - Freshman Coach	\$ 4,212	\$ 4,275	\$ 4,340
Rugby - Head Coach	\$ 5,813	\$ 5,900	\$ 5,989
Rugby - Assistant Coach	\$ 4,213	\$ 4,276	\$ 4,341
Soccer - Head Coach	\$ 6,107	\$ 6,199	\$ 6,292
Soccer - Asst Coach	\$ 4,213	\$ 4,276	\$ 4,341
Soccer - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Soccer - Freshman Coach	\$ 4,212	\$ 4,275	\$ 4,340
Softball - Head Coach	\$ 6,048	\$ 6,139	\$ 6,231
Softball - JV Coach	\$ 4,212	\$ 4,275	\$ 4,340
Strength & Conditioning**	\$ 5,729	\$ 5,815	\$ 5,902
Swimming - Head Coach	\$ 6,335	\$ 6,430	\$ 6,526
Swimming - Assistant Coach	\$ 4,722	\$ 4,793	\$ 4,864
Tennis - Head Coach	\$ 4,318	\$ 4,383	\$ 4,448
Track (Outdoor) - Head Coach	\$ 5,747	\$ 5,833	\$ 5,921
Track (Outdoor) - Assistant Coach	\$ 4,213	\$ 4,276	\$ 4,341
Track (Indoor) - Head Coach	\$ 5,730	\$ 5,816	\$ 5,903
Track (Indoor) - Assistant Coach	\$ 4,213	\$ 4,276	\$ 4,341
Unified Sports - Head Coach	\$ 4,376	\$ 4,441	\$ 4,508
Unified Sports - Assistant Coach	\$ 3,110	\$ 3,157	\$ 3,204
Volleyball - Head Coach	\$ 5,747	\$ 5,833	\$ 5,921
Volleyball - JV Coach	\$ 4,213	\$ 4,276	\$ 4,341
Volleyball - Thirds Coach	\$ 4,213	\$ 4,276	\$ 4,341
Wrestling - Head Coach	\$ 6,434	\$ 6,531	\$ 6,629
Wrestling - Assistant Coach	\$ 4,722	\$ 4,793	\$ 4,864
Event Manager**	\$ 4,663	\$ 4,733	\$ 4,804
** Positions for multiple seasons are compensated each season at the amount listed.			

## **EXHIBIT VI**

### **APPOINTMENT AND CONTRACTING OF STAFF**

A. Contract of Employment

A contract shall be issued to all employees represented by the Association. The Superintendent is authorized to sign all contracts for the Board of Education. The Simsbury Board of Education and the Association recognize the attached as the official form to be used.

B. Annual Salary Notification

A written wage statement shall be issued annually to all individuals represented by the Association.

## EXHIBIT VI – A

### CONTRACT OF EMPLOYMENT

The Board of Education at the Town of Simsbury, Connecticut, hereby agrees to employ \_\_\_\_\_ and \_\_\_\_\_ (to whom the term "teacher" hereinafter refers) hereby agrees to serve, under the direction of the Superintendent of Schools, as a(n) \_\_\_\_\_ in the public schools of said town beginning \_\_\_\_\_. Said Board of Education agrees to pay said teacher an annual salary in accordance with the prevailing salary schedule of the Board of Education for said town, and as set forth in an annual salary notification.

This contract of employment shall continue in force from year to year subject to the following conditions:

- (a) It may be terminated by mutual consent at any time.
- (b) The teacher may resign for good reason by submitting at least thirty days written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut.
- (c) The Board may terminate this contract at any time as provided by the General Statutes of Connecticut.

This contract shall become operative when properly signed in duplicate and one copy returned by the teacher to the Office of the Superintendent of Schools.

This contract is and shall be subject to the statutes of the State of Connecticut and the rules and regulations of the Board of Education.

Signed

Board of Education

By \_\_\_\_\_  
Teacher

By \_\_\_\_\_  
Superintendent of Schools

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT VI – B**

**SIMSBURY PUBLIC SCHOOLS  
ANNUAL SALARY NOTIFICATION**

**TO:**

**FROM:** Matthew T. Curtis, Superintendent

**DATE:**

**SUBJECT:** Annual Salary Notification

This is to notify you that in accordance with the Board of Education salary schedule established for the school year \_\_\_\_\_ beginning \_\_\_\_\_ and ending June 30, \_\_\_\_\_, your base salary will be as listed below, less required deductions for the State Teachers' Retirement Fund, Withholding Tax, and any other deduction which you may authorize:

**Salary Amount:** \$

In addition to the base salary indicated above, the following stipends will also be included:

- A. Plus Special Services Differential
- B. Plus Supermax - 1 to 4 years beyond maximum
- C. Plus Supermax - 5th year and above beyond maximum
- D. Plus Longevity Retirement Payment (3 years)
- E. Plus Department Supervisor Stipend
- F. Plus Coordinator Stipend
- G. Plus National Board Certification Stipend

**Base Salary** \$                      **Step:**                      **Schedule:**                      **FTE %**

**Total Salary:** \$  
(includes base plus appropriate items A-G)

**Experience:**  
**Simsbury**

**Other**

**Total**

Please retain one copy of this notification for your records. The other copy is to be signed and returned to the Superintendent of Schools (Personnel Office).

\_\_\_\_\_  
Signature/Date

**For Office Use Only**

Change in Degree from \_\_\_\_\_ To \_\_\_\_\_

Date Approved \_\_\_\_\_  
Approval Signature \_\_\_\_\_

Amount: \_\_\_\_\_ School Assignment: \_\_\_\_\_

## EXHIBIT VII

### SIMSBURY PUBLIC SCHOOLS SABBATICAL LEAVE AGREEMENT

The Simsbury Board of Education recognizes that additional training or specific project endeavors that a teacher pursues and which result in direct benefit to the school system and the teacher deserve its encouragement. To this end, the Board of Education permits sabbatical leaves where the following criteria are satisfied:

1. Certified teacher must have at least six (6) years of service in Simsbury to be considered.
2. The teacher can be temporarily replaced without a serious dislocation to the system.
3. The teacher makes a written application to the Superintendent of Schools by the last school day of September of the year preceding the year in which the leave is to occur.
4. The Superintendent recommends to the Board of Education approval of the Sabbatical Leave proposal and the Board votes its approval.

The Simsbury Board of Education approved a Sabbatical Leave on \_\_\_\_\_ for \_\_\_\_\_ to occur during period \_\_\_\_\_ to \_\_\_\_\_ based upon his/her proposal to:

Description or Title of Training Project

\_\_\_\_\_  
\_\_\_\_\_

The Board of Education endorses this proposal and will provide one hundred percent of his/her salary for the \_\_\_\_\_ school year. If \_\_\_\_\_ receives any grant payments, which added to the salary provided, exceed 110% of normal earnings, the Board will reduce the salary it pays to insure that the maximum earnings do not exceed 110%.

It is anticipated that due to the granting of this sabbatical leave that \_\_\_\_\_ will return to the Simsbury Public Schools for three years at the conclusion of the sabbatical leave. One third of the salary paid to \_\_\_\_\_ during the sabbatical period will be forgiven during each of these years. Should \_\_\_\_\_ not return to the Simsbury Public Schools following the Sabbatical Leave or complete three years of service, any unforgiven salary must be returned to the Simsbury Public Schools within thirty calendar days. In the event of death or disability which causes \_\_\_\_\_ to be incapable of performing his or her duties, the Board of Education shall release him/her and his/her estate from these obligations.

Acknowledged

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

Acknowledged

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

N.B. This document is drafted in conformance with the Agreement between the Simsbury Education Association and the Simsbury Board of Education, Article V B. Leaves 2. Sabbatical Leave



## **EXHIBIT VIII**

### **SIMSBURY PUBLIC SCHOOLS PER DIEM UNDERSTANDING**

Per diem payment applies to bargaining unit personnel in the following categories:

1. Teaching state-mandated Adult Education courses
2. Teaching courses enrolling K-12 students as part of the Continuing Education program
3. Summer employment such as Guidance Department, Work Experience coordination and curriculum projects
4. In-service teaching beyond one's school day

In order to qualify within categories 1, 2 and 4, a teacher must possess a current Connecticut Teacher Certification for the content area, or currently be teaching a specific course. The only exception to the above definition is SAT Review Courses.

AGREEMENT BETWEEN  
THE SIMSBURY BOARD OF EDUCATION  
AND  
THE SIMSBURY SCHOOL ADMINISTRATORS  
AND SUPERVISORS ASSOCIATION

**July 1, 2017 – June 30, 2020**



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## **PREAMBLE**

Pursuant to Section 10-153b to 10-153f, inclusive, of the Connecticut General Statutes, the certified administrative and supervisory personnel of the Simsbury Public Schools below the rank of Superintendent of Schools with the exception of the Assistant Superintendent of Schools, Director of Human Resources, and Business Manager, who are excluded from the purview of this act, elected the Simsbury School Administrators' and Supervisors' Association, hereinafter referred to as the SSASA, to represent them in negotiations with the Simsbury Board of Education, hereinafter referred to as the Board.

The Board and the SSASA agree that a flexible approach to negotiations in accordance with said statutes best suits their needs in light of the history of good working relations and mutual respect between the Board and the administrators.

Subjects of mutual concern which have been or may be discussed in a general fashion have been relegated by mutual consent to informal understandings and independent action by the parties. Because the Board has adopted responsible, written policies and regulations which contain provisions for orderly change based on notice and deliberations in which the administrators may offer suggestions and advice, it is agreed that at this time there is no need to restrict Board action by adopting a comprehensive agreement regulating all aspects of working conditions. In the event of a conflict between written policies and regulations and any provision of this agreement, this agreement shall prevail.

## **ARTICLE I RECOGNITION**

The Board recognizes SSASA as the exclusive representative of all certified administrative and supervisory personnel below the rank of Superintendent of Schools, with the exception of the Assistant Superintendent, Director of Human Resources, and the Business Manager, who are excluded from the purview of this act, for the purpose of negotiations with respect to salary and other conditions of employment pursuant to Section 10-153b of said statutes.

## **ARTICLE II SALARIES**

### **A. Salary Schedule**

The Administrators' Salary Schedule establishing upper and lower limits for the period July 1, 2017 through June 30, 2020 for all certified personnel represented by the SSASA is set forth in Exhibit I on page 15.

1. Each administrator shall be given an annual salary notification by June 30.

### **B. Termination of Individual Employment**

1. Upon termination of an administrator's employment, the Superintendent of Schools, or his/her agent, shall compute the administrator's terminal payment by pro-rating his/her annual salary as follows:

For twelve month employees the salary earned shall equal 1/260th of the administrator's annual salary times the number of days between the first day of the fiscal year and the day on which he/she terminates his/her service, inclusive, which he/she worked. If holidays were allowed under Article V and when vacation days accrued, but were not taken, pursuant to Article V, such days shall be granted for pay purposes upon termination. For each vacation day taken in excess of such days earned, an amount equal to 1/260th of his/her annual salary shall be deducted.

For employees whose designated work year is less than 260 days per year, said adjustment shall be made in the same fashion and at the same level as the designated days indicated in the individual salary notification.

### **ARTICLE III ADDITIONAL REMUNERATION**

Administrators covered by this Agreement will be granted annually up to \$1,250 for advanced study and/or professional development activities, such as attendance at institutes, seminars, conferences, professional conventions and membership in professional organizations, with prior approval from the Superintendent of Schools. Tuition for graduate courses will be paid on a reimbursement basis upon presentation to the Superintendent of documentation attesting to satisfactory completion of the course(s).

### **ARTICLE IV EMPLOYEE BENEFITS**

#### **A. Life Insurance**

1. The Board shall provide for each administrator represented by the SSASA group life insurance with a death benefit three times his/her annual salary rounded off to the next higher thousand dollars. An administrator may purchase additional life insurance up to a total of four times his/her annual salary up to a maximum of \$600,000 on a 50%/50% Board-administrator shared-cost basis for the duration of the contract. For administrators hired after July 1, 2017, those who choose to purchase the additional life insurance will be responsible for the entire premium cost.
2. Administrators who retire in accordance with statute and were employed on or before July 1, 1995, and have completed a minimum of 12 years of Simsbury administrative/teaching experience, shall receive \$50,000 continuous group term life insurance paid by the Board of Education, commencing on the first day of retirement and up to age 70.

For administrators hired after July 1, 1995, a minimum of 15 years of Simsbury administrative/teaching experience shall be necessary to receive this benefit.

#### **B. Board of Education Health Insurance Program**

1. There are three health insurance options available to employees hired before July 1, 2014. For new hires as of July 1, 2014 or thereafter, the only health insurance plan will be the High Deductible Health Plan (HDHP) outlined further below. Said new hires participating in the HDHP must remain in the HDHP. The Board-administrator shared cost basis is indicated in the following schedule:



	Year	Board Contribution	Administrator Contribution
Preferred Provider Organization (PPO)	2017-18	Buy-Up	Buy-Up
	2018-19	Buy-Up	Buy-Up
	2019-20	Buy-Up	Buy-up
Health Maintenance Organization (HMO)	2017-18	Buy-Up	Buy-Up
	2018-19	Buy-Up	Buy-Up
	2019-20	Buy-Up	Buy-up
High Deductible Health Plan (HDHP)	2017-18	82%	18%
	2018-19	81%	19%
	2019-20	80%	20%

\*NOTE: "Buy-up" is the option to participate in the HMO or PPO by paying the difference between (1) what the Board would have paid in premium or premium equivalent plus the applicable Board payment to offset the deductible amount for the HDHP and (2) the cost of participating in the HMO or PPO.

## 2. Additional Plan Information

Details of all insurance plans are filed in the office of the Board of Education and may be examined there during regular office hours. Additional information can be found in the Human Resources Section of the District Website.

### **Preferred Provider Organization (PPO-In Network)**

There is no annual deductible cost to the individual, no family deductible, and no co-insurance costs for those expenses incurred within the Network of doctors and hospitals. This plan includes an unlimited lifetime maximum.

### **Preferred Provider Organization (PPO-Out-of-Network)**

The annual deductible for out-of-network is \$500 individual / \$1,000 individual plus one / \$1,500 family, 80% / 20% co-insurance (Years 1-3) on a calendar year basis, after the insured has paid \$1,500 individual / \$3000 individual plus one / \$4,500 family in benefit payments including deductible, covered expenses are paid 100%. This plan includes a \$2,000,000 lifetime maximum.

### **Health Maintenance Organization (HMO)**

There is no annual deductible for the individual and their families as long as they stay in the HMO Network. This Plan has no lifetime maximum if services are provided in Network. Out of the HMO Network the individual has total responsibility for medical expenses, except in an emergency.

### **High Deductible Health Plan (HDHP)**

- Prescription co-pays (\$5/\$30/\$45) apply after the deductible is satisfied.

- The deductibles shall be \$2,000/\$4,000, and employees will be enrolled in a Health Savings Account (HSA).
- The Board's contribution to the deductible shall be made 50% in the first pay date in July and 50% in the first pay date in January.
- Board contribution to deductible is 50%.
- The Maximum Out of Pocket (MOOP) In Network shall be \$3,000/\$6,000. MOOP Out of Network shall be \$5,000/\$10,000.

a. Plan design changes in PPO and HMO as follows:

	2017-18	2018-19	2019-20
• Office visit	\$25	\$30	\$30
• Specialist visit	\$30	\$40	\$40
• ER	\$75	\$125	\$125
• Urgent Care	\$50	\$75	\$75
• Inpatient	\$100	\$250	\$250
• Out-patient	\$100	\$250	\$250
• Imaging	\$75/\$375	\$75/\$375	\$75/\$375
• Prescription	\$10/\$25/\$40, mixed edits (current)		

Retired administrators will be given the option of selecting one of the health insurance alternatives available to active employees.

C. Dental Plan

The Board will provide Dental Insurance (preventive services, general services, major services, and orthodontic benefits) on the following cost basis: Qualifying individuals may purchase coverage on a 84% / 16% (2017-18), 83%/17% (2018-19), 82%/18% (2019-20) Board – administrator shared-cost basis with a maximum annual benefit of \$1500 per individual for the duration of this agreement.

D. Long-Term Disability Income Protection Plan

A long-term disability income plan is available on a 50%/50% Board-administrator shared-cost basis. The disability benefit is \$7,500 per month or a maximum of 60% of the administrator's salary, whichever is less.

E. Retired Administrators' Insurance Benefits

Retired administrators who have completed a minimum of 12 years of Simsbury administrative/teaching experience who were employed on or before July 1, 1995 shall be eligible annually for \$800 individual or \$1500 family toward the premium cost of the current health insurance benefits offered by the Board of Education, as long as their coverage is uninterrupted. For Administrators hired after July 1, 1995, a minimum of fifteen years of Simsbury administrative experience shall be necessary to be eligible for this benefit.

In the event of the death of a retired administrator who, at the time of death, is a member of the health plan of the Simsbury Public Schools, his/her spouse will receive 12 months of continued health benefits at the Board's expense.

F. Death Benefit

In the event of the death of an administrator who dies while employed as an administrator of a Simsbury Public School, his/her spouse will receive health insurance for one year at Board expense.

G. Section 125 Program

The Board of Education agrees to administer an optional Section 125 Program, which includes both premium conversion and flexible spending account features. Employees electing to participate in the flexible spending account are responsible for the annual service fee.

H. Content, Construction and Examination of Insurance Plans

The terms and conditions of the insurance policies through which the above benefits are provided shall determine the details concerning the benefits for which administrators are eligible. This Agreement shall not be construed to alter such policies or grant benefits not provided therein provided that in the case of conflict the terms of this Agreement shall prevail. Administrators may examine these policies at the office of the Board during regular office hours.

I. Alternate Programs

Alternative insurance carriers and/or insurance networks with substantially equivalent or better benefits and administrative services may be substituted for those names above.

J. Travel Insurance

The Board shall provide a one hundred fifty thousand dollar (\$150,000) accident policy covering all business-connected travel for each administrator at Board expense.

K. Physical Examination

An annual physical examination for all administrators shall be provided, with the Board paying the total cost that is not covered by the existing health plan.

L. Protection of Administrators

The Board agrees to provide a stipend, not to exceed \$2,000, for employment of legal counsel of the administrator's choice, should he/she be involved in a negligence suit arising out of the performance of his/her duties.

The purpose of such counsel is:

1. To supplement other legal aid as may be provided by the Board of Education in accordance with the Connecticut General Statutes Section 10-235.
2. To protect the particular interest of the administrator and the school system. If criminal proceedings are brought against an administrator alleging an assault while acting in the scope of his/her employment, such administrator may request the Board furnish independent legal counsel to defend him/her in such proceedings.

No administrator shall be disciplined (i.e. reprimanded in writing, suspended, or demoted for disciplinary reasons) without just cause. Termination of employment is recognized to be exclusively governed by Section 10-151 of the Connecticut General Statutes.

M. Longevity

A longevity payment based on years of service as an administrator/teacher in the Simsbury Public School System will be provided by the Board, according to the following schedule:

<u>Completed Years of Service</u>	<u>Longevity Payment</u>
10 years	\$ 600.00
12 years	\$ 800.00

N. Longevity Retirement

If requested in writing prior to the third year before retirement, personnel covered by this agreement, eligible for a retirement allowance under statute, who have completed a minimum of 15 years of administrative/teaching experience in Simsbury shall receive an additional stipend of \$2300 for each of the last three years of service.

Personnel, who have completed a minimum of 20 years of administrative/teaching experience and meet the aforementioned requirements, shall be eligible for an additional stipend of \$3300 for each of the last three years of service.

1. In the event an individual retires without longevity notice, he/she will receive a one-time payment of \$2300 or \$3300 in accordance with the statutory and service requirements indicated above.

O. Tax Sheltered Annuity

The Board of Education shall contribute \$4,000 to a tax sheltered annuity program selected by the administrator.

Effective July 1, 2008 and continuing each year thereafter, each administrator shall have his/her base salary increased by a dollar amount noted in the above schedule from which total base salary the administrator shall pay through a reduction in his/her total base salary (elective deferral) the aforesaid dollar amount each year to an annuity.

## **ARTICLE V VACATIONS AND HOLIDAYS**

The following paid holidays shall be granted to (12 month) employees:

1. New Year's Day	January 1
2. Martin Luther King Day	1st Monday in January on or after January 15
3. President's Day	Third Monday in February
4. Good Friday	
5. Memorial Day	Last Monday in May
6. Independence Day	July 4
7. Labor Day	First Monday in September
8. Columbus Day	Second Monday in October
9. Thanksgiving Day	Fourth Thursday in November
10. Day after Thanksgiving	
11. Day before Christmas	December 24
12. Christmas Day	December 25
13. Day after Christmas	December 26

Holidays falling on Sunday shall be observed on Monday, and those falling on Saturday shall be scheduled on Friday if school is not in session on that day; otherwise, scheduling of the holiday shall be determined by mutual agreement between the SSASA and the Superintendent.

The Day after Christmas holiday will be determined by the superintendent or his/her designee for consistency among employee groups. Typically, it will be the day after Christmas, but will depend on how the calendar falls each year.

Please note if administrators are required to work on any of the above holidays due to the scheduling of the systemwide staff development program, then an additional vacation day shall be granted.

(Twelve month) administrators represented by the SSASA shall be entitled to a vacation. Vacation schedules, based on local administrative service, shall be as follows:

Less than 1 year	- 20 vacation days prorated
Over 1 year through 5 years	- 20 vacation days
Over 5 years	- 25 vacation days

For the purpose of computing vacation days earned: holidays shall count as a work day. Vacation schedules shall be subject to the approval of the Superintendent of Schools.

## ARTICLE VI ABSENCES

### A. With Salary Continuation

#### 1. Disability:

12 month Administrators represented by SSASA shall be granted twenty-two (22) days per year for personal illness, quarantine or injury, cumulative to two hundred twenty (220) days. Personal illness shall be defined to include illness or death in the immediate family of each administrator. Personnel with a specified work year below 260 days shall be granted the appropriate number of days per year, for personal illness, based on a ratio of his/her designated school year compared to the 260-day year. Such days will be cumulative to the level of the designated work year as identified in the current individual contract.

#### 2. Other Personal Absences:

Absence for personal reasons shall be provided as an executive privilege, with the approval of the Superintendent of Schools.

#### 3. Jury Duty:

Each administrator called to jury duty shall be entitled to his/her full salary if no substitute is hired during such absence or to the difference between his/her full salary and that received for jury duty if a substitute is hired.

#### 4. Absence for Professional Reasons

Subject to prior approval by the Superintendent of Schools, an administrator may be absent for visiting days, attendance at conventions, participation in school evaluations, educational conferences and/or other forms of professional improvement, without deduction from his/her salary or loss of days granted for other categories of excused absences.

#### 5. Absence in Excess of Allowance

When a 12-month administrator is absent in excess of days allowed, the Board or its agent shall deduct an amount equal to 1/260th of the annual salary of unexcused absence from the next payment to the administrator. For employees whose designated work year is less than 260 days per year, the adjustment for unexcused absences shall be made based on the designated work year identified in the individual contract.

#### 6. Sick Leave of Absence

In the event of absence due to illness or physical disability of administrators, beyond the granted sick leave allotment, the Board shall make the requisite payments to maintain in full force the administrator's protection under the Board of Education Health Insurance Program for a period not to exceed 12 months. Nothing herein shall constitute a waiver by the Board to take appropriate disciplinary action regarding any employee absent from work without authorization.



B. Sabbatical

Administrators represented by the SSASA, who have at least six (6) years of service in the Simsbury School System, may devote one (1) year to additional training, subject to Board approval and provided such training would benefit the Simsbury School System as well as the administrator, and the administrator could be replaced temporarily without serious dislocation to the school system.

The Board of Education shall pay 100% of salary to the individual on such leave. If the individual receives grant payments, which, added to the salary allowance, exceed 110 per cent of salary, the Board's contribution shall be reduced to provide for maximum earnings of 110 per cent.

Administrators granted such leaves shall be required to return to the Simsbury School System for three (3) years, with one-third of the salary provided by Simsbury being forgiven for each year of additional service.

## **ARTICLE VII GRIEVANCES**

A. Definition

A grievance is any complaint other than one involving tenure which an administrator or group of administrators covered by this Agreement may assert with respect to the application to such complainant of (1) the terms of this Agreement, (2) the Board Policies and Administrative Regulations, or (3) administrative decisions made pursuant to (1) and (2), or (4) a claim of failure to follow the established procedures of the evaluation program.

B. Procedure for Resolution of a Grievance

A complainant may choose either one or both of the following procedures for the resolution of his/her grievance except that no more than one petition for hearing such grievance may be presented to the Board.

1. He/she may proceed through normal administrative channels and if the grievance is not resolved in this manner present it in writing to the Board of Education by a request for a formal hearing by it on the matter or follow the procedure in 2.
2. He/she may present his/her grievance to the SSASA and request it to present the grievance for resolution. If the SSASA decides to present the grievance for resolution, it shall submit the grievance in writing to the Superintendent of Schools with a request that he/she or his/her designated representatives work with the SSASA in finding an equitable solution. If the grievance is not resolved as a result of this procedure, the SSASA may then present the grievance in writing to the Board of Education and request a formal hearing on this matter.

3. No later than the second regular meeting after receipt of a petition through either channel, the Board shall hear the matter.
- C. If the administrator is not satisfied with the decision of the Board pursuant to either procedure 1 or 2, he/she may submit the grievance to binding arbitration. The administrator shall present a request in writing to the appropriate representative of the Association to submit the grievance to arbitration.

If the Association determines within ten (10) days after receiving such request that the grievance is meritorious, the Association shall notify the Board of Education of its intention to submit the grievance to arbitration. Within five (5) days after such written request for arbitration is received by the Board of Education, representatives of the Board and Association shall agree upon and select an arbitrator. If the parties cannot agree upon an arbitrator at this meeting, the matter shall be submitted to the American Arbitration Association for disposition.

The arbitrator so selected shall confer with the representatives of the Board, the aggrieved administrator, and the appropriate representative of the Association, and hold hearings promptly and, unless extended by mutual agreement, shall issue the decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him or her.

The arbitrator's decision shall be in writing and shall set forth his or her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which violates the terms of this Agreement. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under the law and under this Agreement, and the decision of the arbitrator shall be final and binding.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

## **ARTICLE VIII REDUCTION IN FORCE**

- A. It is understood that it is within the discretion of the Board of Education to eliminate or create any position, program or department or to reorganize or assign an administrator to any other administrative position within the Simsbury Public Schools. If an administrator is to be assigned to another administrative position, the Superintendent, in the reasonable exercise of judgement, will make the decision based upon what is in the best interest of the school system and will consider, but not be limited to, a review of the following factors:

1. Certification held by administrator
2. The educational needs of the Simsbury Public Schools
3. Qualifications, which would include experience and performance evaluations

B. If an administrative position, covered by the Collective Bargaining Agreement between the Simsbury Board of Education and the Simsbury School Administrators and Supervisors Association were to be considered for elimination, the Superintendent will review with the president of the Association the potential for eliminating the position.

C. Administrative Reassignment

If an administrative position is eliminated and the administrator is considered to be qualified by the Superintendent, in the reasonable exercise of judgement, he or she will be reassigned as follows:

1. If the high school or middle school principal's position is eliminated, he/she will be reassigned to the position of the least senior vice principal at the high school or middle school.
2. If an elementary principal's position is eliminated, the elementary principal with the least seniority as an administrator in the Simsbury Public Schools will be the administrator who is displaced. The displaced elementary principal will be reassigned to the position of the least senior elementary assistant principal or middle school assistant principal.
3. If the Director of Special Services' position is eliminated, he/she will be reassigned to the position of Supervisor of Special Services.
4. If either a middle school or high school assistant principal's position is eliminated or the administrator holding that position is displaced, the middle or high school assistant principal with the least seniority as an administrator in the Simsbury Public Schools will be reassigned to any other middle school or high school assistant principalship if he or she has more seniority than another assistant principal.
5. Any administrator covered by the SSASA and not identified in C. 1-4 above whose position is eliminated or who is displaced from his or her position will be offered a vacant administrative position which is covered by SSASA, provided he or she is determined qualified and certified by the Superintendent for the position that is vacant.

D. Should an administrator be relieved of his/her duties because of a reduction in staff or elimination of position, and is not reassigned to another administrative position, he/she will be offered a teaching position for which he/she is certified consistent with the provisions of Section 10-151 of the Connecticut General Statutes and the reduction in force provisions of the collective bargaining agreement covering members of the teacher bargaining unit.

#### E. Recall

1. A high school principal, middle school principal, elementary school principal, Director of Special Services, high school assistant principal, middle school assistant principal who is a member of SSASA and has been displaced or has his/her position eliminated will be placed on an administrative recall list and remain on such list for a period of two years, subject to the following conditions:
  - a. If an administrative vacancy occurs during this two-year period for which said administrator is certified and determined qualified in the reasonable exercise of judgement by the Superintendent, he/she will be offered said position.
  - b. An administrator who has been displaced or whose position has been eliminated will be removed from the recall list if he/she refuses any administrative position offered or if the school system has not offered the administrator a position after having been on the recall list for a two-year period.
2. If the administrative position of any other SSASA member, not specifically referenced in E.1., is eliminated or that administrator is displaced, he/she will be placed on an administrative recall list for a period of three years subject to the following conditions:
  - a. If an administrative vacancy occurs during this three-year period for which said administrator is certified and determined qualified in the reasonable exercise of judgement by the Superintendent, he/she will be offered said position.
  - b. If a position which was previously eliminated is restored, the administrator who formerly held this position will be offered this position, if determined qualified in the reasonable exercise of judgement by the Superintendent.
  - c. An administrator who has been displaced or whose position has been eliminated will be removed from the recall list if he/she refuses any administrative position offered or if the school system has not offered the administrator a position after having been on the recall list for a three-year period.
3. An administrator who is on the recall list shall notify the Board of Education each year in writing by certified mail by June 1 that he or she desires to remain on the recall list.
4. Any administrator who is on the recall list shall notify the Board of Education in writing by certified mail if there is a change in his or her address.

5. The Board of Education will notify in writing by certified mail any administrator who is on the recall list at the last known address when a vacancy covered by SSASA is known to exist.
6. If an administrator is placed due to a reduction in force into a lower administrative position, he/she will continue to receive his/her present salary until the salary for the new administrative position reaches or exceeds his/her present salary, or until he/she dies, resigns, retires, is terminated, or is appointed to his/her former administrative position or to another administrative position, whichever first shall occur.
7. If an administrator is displaced due to a reduction in force to a teaching position, he/she shall continue to receive his/her present salary for two (2) school years, including any part thereof, or until he/she dies, resigns, retires, is terminated, or is appointed to his/her former administrative position or to another administrative position, whichever first shall occur.

**ARTICLE X  
DURATION**

The provisions of this Agreement shall be in effect during the period July 1, 2017 through June 30, 2020, provided that the Board may reopen negotiations over the provisions of Article IV if the cost of medical insurance plan offered therein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act [ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [ACA; P.L. 114-113] and/or any material amendment to the ACA or related state or federal law. Reopener negotiations shall be governed by the provisions of Conn. Gen. Stat. Section 10-153f(e), and such negotiations shall be limited to health insurance plan design and funding, premium cost share and/or the introduction of an additional optional health insurance plan.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 13<sup>th</sup> day of January, 2017.

**SIMSBURY SCHOOL ADMINISTRATORS  
AND SUPERVISORS ASSOCIATION**

BY: Scott Baker  
Scott Baker, President

**SIMSBURY BOARD OF  
EDUCATION**

BY: Tara Willerup  
Tara Willerup, Chairman



## EXHIBIT I

### ADMINISTRATIVE SALARY SCHEDULE

<b>Position</b>	<b>2017-18</b>		<b>2018-19</b>		<b>2019-20</b>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
High School Principal	\$159,789	\$164,789	\$163,744	\$168,744	\$167,625	\$172,625
Middle School Principal	\$152,530	\$157,530	\$156,311	\$161,311	\$160,021	\$165,021
Director of Special Services	\$151,739	\$156,739	\$155,501	\$160,501	\$159,193	\$164,193
Elementary Principal	\$146,196	\$151,196	\$149,824	\$154,824	\$153,385	\$158,385
High School Assistant Principal	\$140,475	\$145,475	\$143,967	\$148,967	\$147,393	\$152,393
Director of Athletics and Student Activities	\$134,762	\$139,762	\$138,116	\$143,116	\$141,408	\$146,408
Director of Instructional Technology & CTE	\$129,240	\$134,240	\$132,462	\$137,462	\$135,623	\$140,623
Middle School Assistant Principal	\$137,986	\$142,986	\$141,417	\$146,417	\$144,785	\$149,785
Supervisor Special Services	\$132,930	\$137,930	\$136,240	\$141,240	\$139,488	\$144,488
Elementary Assistant Principal	\$125,117	\$130,117	\$128,240	\$133,240	\$131,305	\$136,305
Director of Elementary Curriculum	\$143,822	\$148,822	\$147,394	\$152,394	\$150,899	\$155,899

Range includes 5 increments at \$1,000 each.

Differentiated schedule for elementary school principals based on student enrollment as follows:

1. Enrollment below 400 students; no salary differential
2. 401-650 students \$600 differential
3. 651-900 students \$1200 differential
4. 901+ students \$1500 differential

**Objective:** Salary ranges for administrators will normally be equal to the median range of the administrative salaries of the top four towns, from the among the following: Avon, Bloomfield, East Hartford, Farmington, Glastonbury, Manchester, Newington, West Hartford, Wethersfield, Windsor.



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Non-profit request for Eno Fee Waiver
2. **Date of submission:** January 27, 2017
3. **Date of Board Meeting:** February 15, 2017
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Theatre Guild of Simsbury (TGS)  
Donna Sennott  
860.651.7050  
860.559.4837  
Tgs.dsennott@gmail.com

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):  
*The Individual or Entity making the submission requests that the Board of Selectmen: waive the fees for use of Eno Hall for our spring show, "Bedtime Stories" on April 22, 23, 28, 29 and 30. TGS requests that payment be limited to custodial fees for the period rented.*
6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):
  - i. April 22, 28, and 29<sup>th</sup> from 6:30 – 11 pm and April 23 and 30 from 12:30 – 5 pm.

- ii. TGS spring play is collaboration of board members, actors, directors, stagehands, publicity, sound and light volunteers who produce a studio play for the entertainment of the community. Most volunteers and board members are from Simsbury and the surrounding towns.
- iii. None
- iv. None
- v. See attached

**7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**

Custodial fees reimbursed

**8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

*The following documents are included with this submission and attached hereto:*

Detailed description of Theatre Guild of Simsbury's spring production of Bedtime Stories

## Theatre Guild of Simsbury's Spring Production of "Bedtime Stories"

The Theatre Guild of Simsbury is bringing Norm Foster's play, "Bedtime Stories" to Eno Hall for two weekends. Our plays are a creation of volunteer actors, directors and producers all coming together to bring theater to Simsbury. The Theatre Guild greatly appreciates the continued use of the beautiful Eno Hall, which is not only an historic building but a fantastic location for patrons and participants to stay in the center and support the local businesses both during rehearsals and during the run of the show.




# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Amendments to the Town of Simsbury Retirement Income Plan and Defined Contribution Plan to Reflect Negotiated Changes for Dispatchers
2. **Date of submission:** February 10, 2017
3. **Date of Board Meeting:** February 15, 2017
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**  
  
Thomas F. Cooke – Director of Administrative Services – [tcooke@simsbury-ct.gov](mailto:tcooke@simsbury-ct.gov)
5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**  
*The Individual or Entity making the submission requests that the Board of Selectmen:*
  - (1) Adopt the attached Resolution authorizing the amendment of the Town of Simsbury Retirement Income Plan to reflect changes to the Plan negotiated by the Town of Simsbury and UE Local 222, CILU/CIPU Local 41; and
  - (2) Adopt the attached Resolution authorizing the amendment of the Administrative Procedure Regarding Eligible Employees and Contributions appended to the Defined Contribution Plan of the Town of Simsbury to reflect changes to the Plan negotiated by the Town of Simsbury and UE Local 222, CILU/CIPU Local 41
6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

On January 3, 2017 the Town of Simsbury and UE Local 222, CILU/CIPU Local 41 (the "Union") representing the Town's Dispatchers executed a revised collective bargaining



agreement previously ratified by members of the Union and the Town. That contract included changes in the provisions of the both the Retirement Income Plan and the Administrative Procedures to the Defined Contribution Plan applicable to these employees, including (1) closure of the Retirement Income Plan to any employees hired for the position of Dispatcher on or after January 3, 2017; and (2) amendment of the Defined Contribution Plan and its Administrative Procedure Regarding Eligible Employees and Contributions to reflect new terms for these employees.

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The attached Resolutions are intended to authorize amendments of the defined benefit plan to reflect those changes.

**7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**

As discussed with the Board of Selectmen at the ratification of the collective bargaining agreement in 2016

**8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

*The following documents are included with this submission and attached hereto:*

- Resolutions to be Adopted by the Board of Selectmen of the Town of Simsbury (Retirement Income Plan);
  - Amendment No. 3 to the Town of Simsbury Retirement Income Plan;
  - Resolutions to be Adopted by the Board of Selectmen of the Town of Simsbury (Administrative Procedure Regarding Eligible Employees and Contributions – Defined Contribution Plan); and
  - Amendment No. 2 to the Town of Simsbury Defined Contribution Plan Administrative Procedure Regarding Eligible Employees and Contributions
- 
-



**RESOLUTIONS TO BE ADOPTED  
BY THE BOARD OF SELECTMEN  
OF THE  
TOWN OF SIMSBURY**

WHEREAS, The Town of Simsbury (the "Town") maintains the Town of Simsbury Retirement Income Plan (the "Retirement Plan") for the benefit of its eligible employees; and

WHEREAS, it is desirable that the Retirement Plan be amended in order to reflect the most recent agreement with the UE Local 222, CILU/CIPU Local 41 bargaining unit, comprised of the Police Dispatcher Employees in the Retirement Plan.

NOW, THEREFORE, BE IT

RESOLVED: That Amendment No. 3 to the Retirement Plan, in the form presented to this meeting, be and hereby is approved and adopted, together with any modifications that are determined by counsel for the Town to be necessary or desirable to effectuate the intention thereof and to comply with the requirements of the Internal Revenue Code of 1986, as amended; and further

RESOLVED: That the First Selectwoman of the Town or any other officer designated by the First Selectwoman be, and each of them hereby is, authorized and empowered, for and on behalf of the Town, to execute Amendment No. 3 to the Retirement Plan and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolution.

**AMENDMENT NO. 3  
TO THE  
TOWN OF SIMSBURY RETIREMENT INCOME PLAN**

The Town of Simsbury Retirement Income Plan, as amended and restated effective as of July 1, 2015, is hereby amended as follows:

(1) Effective as of January 3, 2017, Article II of the Plan is amended by adding the following new sentence to the end of subsection (e) of the definition of "Years of Credited Service":

Notwithstanding any provisions of the Plan to the contrary, any Police Dispatcher Employee who is first hired on or after January 3, 2017 shall not be eligible to participate in the Plan.

(2) Effective as of January 3, 2017, Article III of the Plan is amended by adding the following new sentence at the end of Section 3.1(a)(iii):

Notwithstanding any provisions of the Plan to the contrary, any Police Dispatcher Employee who is first hired on or after January 3, 2017 shall not be eligible to participate in the Plan.

(3) Effective as of January 3, 2017, Article III of the Plan is further amended by adding the following new sentence at the end of Section 3.3(c):

Notwithstanding any provisions of the Plan to the contrary, any Police Dispatcher Employee who is first hired on or after January 3, 2017 shall not be eligible to participate in the Plan.

(4) All section numbers and cross references thereto are appropriately amended to effectuate the intention of the foregoing amendment.

Dated this                      day of                      , 20     .

Witness:

TOWN OF SIMSBURY, CONNECTICUT

By \_\_\_\_\_  
Thomas F. Cooke

Title: Director of Administrative Services

**RESOLUTIONS TO BE ADOPTED  
BY THE BOARD OF SELECTMEN  
OF THE  
TOWN OF SIMSBURY**

WHEREAS, the Town maintains the Town of Simsbury Defined Contribution Plan (the "Defined Contribution Plan") for the benefit of its eligible employees; and

WHEREAS, it is desirable that the "Administrative Procedure Regarding Eligible Employees and Contributions" as appended to the Defined Contribution Plan be amended in order to reflect the most recent agreement with the UE Local 222, CILU/CIPU Local 41 bargaining unit, comprised of Police Dispatchers.

NOW, THEREFORE, BE IT

RESOLVED: That Amendment No. 2 to the Defined Contribution Plan Administrative Procedure Regarding Eligible Employees and Contributions, in the form presented to this meeting, be and hereby is approved and adopted, together with any modifications that are determined by counsel for the Town to be necessary or desirable to effectuate the intention thereof and to comply with the requirements of the Internal Revenue Code of 1986, as amended; and further

RESOLVED: That the First Selectwoman of the Town or any other officer designated by the First Selectwoman be, and each of them hereby is, authorized and empowered, for and on behalf of the Town, to execute Amendment No. 2 to the Defined Contribution Plan Administrative Procedure Regarding Eligible Employees and Contributions and to take any and all other actions which may be necessary or desirable to effectuate the intention of the foregoing resolution.



**AMENDMENT NO. 2  
TO THE  
TOWN OF SIMSBURY DEFINED CONTRIBUTION PLAN  
ADMINISTRATIVE PROCEDURE REGARDING ELIGIBLE EMPLOYEES AND  
CONTRIBUTIONS**

The Town of Simsbury Defined Contribution Plan, as amended and restated effective as of July 1, 2015 (the "Plan"), is hereby amended as follows, effective as of the dates set forth below:

(1) Effective as of January 3, 2017, subpart (b) of the description of "Eligible Employees" included in the "Administrative Procedure Regarding Eligible Employees and Contributions" that is appended to, and made a part of, the Plan is deleted in its entirety and replaced with the following new subpart (b):

"(b) Police dispatchers who are members of UE Local 222, CILU/CIPU Local 41, who (i) are hired on or after July 1, 2013 and prior to January 3, 2017, and who make an irrevocable election to participate in the Plan in lieu of the Town's defined benefit pension plan, or (ii) are hired on or after January 3, 2017, and who are required to participate in the Plan pursuant to the terms of the collective bargaining agreement applicable to such employees."

(2) Effective as of January 3, 2017, a new subpart (b)(v) is added to the subsection entitled *Picked-up Contributions*, as contained in the description of "Contributions" included in the "Administrative Procedure Regarding Eligible Employees and Contributions" that is appended to, and made a part of, the Plan as follows:

"(v) Police dispatchers who are hired on or after January 3, 2017: 5% of Compensation"

(3) Effective as of January 3, 2017, a new subpart (c)(v) is added to the subsection entitled *Matching Contributions*, as contained in the description of "Contributions" included in the "Administrative Procedure Regarding Eligible Employees and Contributions" that is appended to, and made a part of, the Plan as follows:

"(v) Police dispatchers who are hired on or after January 3, 2017: 7% of Compensation"

(4) All section numbers and cross references thereto are appropriately amended to effectuate the intention of the foregoing amendment.

*(signature page follows)*

Dated this                      day of                      , 20     .

Witness: \_\_\_\_\_ TOWN OF SIMSBURY, CONNECTICUT \_\_\_\_\_

By \_\_\_\_\_  
Thomas F. Cooke

Title: Director of Administrative Services



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Intent to Apply and Public Hearing – Small Cities Program Application
2. **Date of submission:** February 10, 2017
3. **Date of Board Meeting:** February 15, 2017
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Thomas F. Cooke – Director of Administrative Services - [tcooke@simsbury-ct.gov](mailto:tcooke@simsbury-ct.gov)  
Ed LaMontagne – Executive Director Simsbury Housing Authority –  
[simsburyha@comcast.net](mailto:simsburyha@comcast.net)

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**  
*The Individual or Entity making the submission requests that the Board of Selectmen:*
  - (1) Authorize the First Selectwoman to sign and submit an "Intent to Apply Form" for a Small Cities grant; and
  - (2) Set a Public Hearing for March 13, 2017 at 6:00 pm to solicit citizen input on the proposed application for a Small Cities grant of \$800,000 for renovations at the Virginia Connelly Residence/Dr. Owen L. Murphy Apartments
6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

The attached "Intent to Apply Form" must be submitted by February 28, 2017 in order for the Town of Simsbury and the Simsbury Housing Authority to apply for a Small Cities grant.



Similarly, the proposed Public Hearing is a required part of the process for submission of an application for a Small Cities grant. The hearing will provide Simsbury residents with an opportunity to comment on the anticipated request for grant monies in the amount of \$800,000 to fund necessary improvements.

**7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**

There is no cost associated with the Public Hearing.

**8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

*The following documents are included with this submission and attached hereto:*

Intent to Apply Form



Dannel P. Malloy  
Governor

STATE OF CONNECTICUT  
DEPARTMENT OF HOUSING



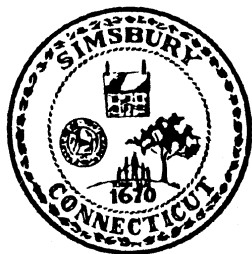
Evonne M. Klein  
Commissioner

## Intent to Apply Form

- The Town of Simsbury intends to submit a Small Cities Application for the 2017 application round.
- The proposed project description: Phase II Renovations and Improvements at Virginia Connelly Residence/Dr. Owen L. Murphy Apartments
- The Town will submit an application in the amount of: \$800,000.
- The Town plans to advertise for a consultant:   X   Yes        No
- If consultant is in place, please indicate name of firm: L. Wagner & Associates, Inc.
- Town CEO: \_\_\_\_\_ Date: \_\_\_\_\_  
Lisa L. Heavner, First Selectman
- Phone: 860-658-3230 Email: lheavner@simsbury-ct.gov
- Address: 933 Hopmeadow Street, Simsbury, CT 06070

**Note:** Email completed form to Dimple Desai at [dimple.desai@ct.gov](mailto:dimple.desai@ct.gov) by Tuesday, February 28, 2017.

**Please note that all proposed projects must meet the eligibility and national objective criteria. It is understood that this project could change by the time applications are submitted.**



# Town of Simsbury

66 Town Forest Road, P.O. Box 495, Simsbury, Connecticut 06070

~ Thomas J. Roy, P.E. – Director of Public Works ~

## **BOARD OF SELECTMEN MEETING** **AGENDA SUBMISSION FORM**

1. **Title of submission:** Presentation of 100Percent CT–Clean Energy Concept Program
2. **Date of submission:** February 8, 2017
3. **Date of Board Meeting:** February 15, 2017
4. **Individual or Entity making the submission:**

Mark Scully – Clean Energy Task Force  
Thomas J. Roy, P.E. – Director of Public Works

5. **Action requested of the Board of Selectmen:**

Resolution supporting the aspirational goals of the 100percent CT program that aims to investigate the potential for communities to transition to 100 percent renewable energy.

Resolution is attached.

6. **Summary of Submission:**

The Clean Energy Task force has been exploring the aspirational goals of the 100percent CT program that aims to investigate the potential for communities to transition to 100 percent renewable energy. This program focuses on the pillars of:

- energy benchmarking
- potential for conservation and efficiency
- potential for generating energy within communities
- modernization the electric grid

To this end, members have been assessing Simsbury current energy use, including: electricity, heating, cooling, and transportation. As well as determining the potential for deep efficiencies and energy conservation. A granular survey for local renewable potential has been conducted, including a roof by roof analysis for the capacity for solar electricity generation. Working with Eversource, the team has been looking at the potential for a resilient local “micro-grid” that would service our community.

7. **Financial Impact:**

No Impact.

**8. Description of documents included with submission:**

Resolution supporting the 100Percent CT initiative.

P:\Operations\PUBLIC WORKS\Board of Selectman\BOS Agenda Submission Sidewalk Policy 5-23-16.doc

**AUTHORIZING RESOLUTION OF THE**  
**TOWN OF SIMSBURY BOARD OF SELECTMEN**

I, Ericka Butler, the Town Clerk of The Town of Simsbury, do hereby certify that the following is a true and correct copy of a resolution adopted by The Town of Simsbury Board of Selectmen at its duly called and held meeting on February 15, 2017, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Simsbury, in keeping with its commitments to initiate the Clean Energy Task Force and to take the Clean Energy Communities Pledge, has demonstrated a strong commitment to clean energy and the environment ; and

FURTHER RESOLVED, that the Town of Simsbury aims to support local and regional efforts to improve energy efficiency and the generation of clean renewable energy; and

FURTHER RESOLVED, the Town of Simsbury is currently dependent on an electric grid maintained by Eversource that was developed in an era before distributed energy generation and which will need to be modernized at some point in the future to support the needs of our community;

FURTHER RESOLVED, that the 100Percent CT program aims to explore and investigate the transition to 100% renewable energy, through benchmarking current energy usage, investigating the potential for energy reduction through conservation and efficiencies measures, investigating the potential capacity for local renewable energy generation and modernization of the electric grid;

And be it RESOLVED, that the Simsbury Board of Selectmen is in support of the aspirational goals of the 100Percent CT program as they are in line with the Town of Simsbury's commitments to clean energy.

IN WITNESS WHEREOF: The undersigned has executed this certificate this \_\_\_\_ day of February, 2017.

\_\_\_\_\_  
Ericka Butler, Town Clerk

PLACE  
SEAL HERE  
(or "L.S." if  
no seal)



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Notification of Number of Voting Tabulators

2. **Date of submission:** 02/01/2017

3. **Date of Board Meeting:** 02/15/2017

4. **Individual or Entity making the submission**

Ericka L. Butler, Town Clerk

5. **Action requested of the Board of Selectmen**

No Action Necessary

6. **Summary of Submission**

Notice of Number of Voting Tabulators required to be filed with the Board of Selectmen, who are the officials required to provide voting tabulators for the Town of Simsbury. The Town of Simsbury has a sufficient number of voting tabulators for the four voting districts in Town. CGS Sections 9-238 and 9-238a.

7. **Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**

None

8. **Description of documents included with submission**

Copy of ED-626: the form prescribed by the Secretary of State to report the number of voting tabulators in this municipality. The original notification was mailed to the Secretary of State's Office on 02/01/2017.



(Under Section 9-238a this form is to be filed with the Secretary of the State during the first week in February, and a duplicate copy is to be filed with officials required to provide voting machines for your municipality under Section 9-238.)

### Notification of Number of Electors and Number of Polling Places

**USE ONLY FIGURES FROM THE ACTIVE REGISTRY LIST**

Voting District Number	Number of Tabulators in Each District	Total Republican	Total Democratic	Total Minor Parties	Total Unaffiliated	Total Number of Names on Registry List
1	2	1,598	1,574	37	2,010	5,219
2	2	1,738	1,863	63	2,128	5,792
3	2	1,345	1,265	42	1,447	4,099
4	2	718	927	31	1,030	2,706
Spares	2					
						17,816
Totals	10	5,399	5,629	173	6,615	17,816

Dated at Simsbury, Connecticut, this first day of February, 2017

Circa L. Butler  
Signature of Town Clerk

## Town of Simsbury



# AQUARION

Water Company

*Stewards of the Environment™*

January 25, 2017

**Charles V. Firlotte**  
President & Chief Executive Officer

203.336.7628 phone  
203.336.5639 fax

cfirlotte@aquarionwater.com

The Honorable Lisa Heavner  
First Selectman  
Town Of Simsbury  
933 Hopmeadow Street  
PO Box 495  
Simsbury, CT 06070-0495



Dear First Selectman Heavner:

As New England's largest investor-owned utility and proud *Stewards of the Environment*, Aquarion Water Company has a special appreciation for our state's environmental volunteers. Their passion for their local environment and the planet as a whole translates into cleaner water and air, fertile soils providing fresh, local farm goods, and safe habitat for the plants and wildlife that help keep everything in balance.

To recognize this work, Aquarion is pleased to announce the seventh annual Aquarion Environmental Champion Awards program, an opportunity for adults, high school students, non-profits, and small and large businesses in the Town Of Simsbury and across Connecticut to receive statewide honors for their efforts. Winners in the program's adult, non-profit, and small and large business categories have the opportunity to select an environmental non-profit to receive a \$2,500 grant given in their name by Aquarion. The winning student (grades 9-12) will receive a \$1,000 award.

The awards will be presented during a special celebration at Connecticut's Beardsley Zoo on June 3, 2017. U.S. Senator Richard Blumenthal and other dignitaries will be in attendance to present the awards.

The deadline for nominations is May 1, 2017. We encourage you to help us promote the awards in your community. Enclosed you will find a poster with more information about the program so you can promote the awards among your constituents. You can also download our communications toolkit at [www.aquarionwater.com/downloads/toolkit.zip](http://www.aquarionwater.com/downloads/toolkit.zip).

You'll find complete details about the program, awards and nomination procedure at [aquarionwater.com](http://aquarionwater.com) or [facebook.com/aquarionwater](https://facebook.com/aquarionwater).

Thank you for your support of the 2017 Aquarion Environmental Champion Awards. If you have any questions, please don't hesitate to contact me.

Sincerely,

Charles V. Firlotte  
President and CEO





AQUARION

Water Company

*Stewards of the Environment™*

# Help Aquarion Water Company Find Connecticut's Environmental Champions

## *The 2017 Aquarion Environmental Champion Awards*

As the largest investor-owned water utility in New England, Aquarion not only provides clean and safe drinking water to more than 625,000 people in Connecticut, but we also manage and protect the natural resources on more than 20,000 acres of land. As a result, we feel a special appreciation for the thousands of volunteers across the state who dedicate their time and energy to protecting and improving the health of our environment.

Now we're inviting you to help honor those efforts by nominating an **adult, student, small or large business, or non-profit organization** for the Aquarion Environmental Champion Award.

Awards will again go to outstanding volunteer projects that have improved and protected Connecticut's natural resources – its air, water, soils, or plant and wildlife communities.

Winners will be named at a special event on June 3, 2017, at Connecticut's Beardsley Zoo.

So nominate someone today (self-nominations and renominations are welcome). And help Aquarion put even more green into Connecticut's best environmental efforts.

**Nomination deadline: May 1, 2017**

**For Award Details & Nomination Form**

**Visit [aquarionwater.com](http://aquarionwater.com) or [facebook.com/aquarionwater](https://www.facebook.com/aquarionwater)**

**Or write in care of Aquarion Environmental Champion Award: Aquarion Water Co.,  
835 Main St., Bridgeport, CT 06604**

### **AWARDS**

- **Adult, small and large business, and non-profit:** \$2,500 grant to the environmental non-profit of each winner's choice
- **Student:** \$1,000 award



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# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** 2 Resignations

2. **Date of submission:** 02/03/2017

3. **Date of Board Meeting:** 02/15/2017

4. **Individual or Entity making the submission**

Denise H. Alfeld, 26 East Weatogue St., Simsbury  
Francis J. Salls, 11 Tunxis Pl., Tariffville

5. **Action requested of the Board of Selectmen**

Accepts the resignation of Denise H. Alfeld, 26 East Weatogue St., Simsbury, Historic District Commission, Alternate

Accepts the resignation of Francis J. Salls, 11 Tunxis Pl., Tariffville, Culture, Parks & Recreation Commission

6. **Summary of Submission**

1. Denise H. Alfeld  
Board: Historic District Commission, Alternate  
Party: D  
Effective: 2/1/2017  
Full Term of Office: 1/2/2013-1/1/2018

2. Francis J. Salls  
Board: Culture, Parks & Recreation Commission  
Party: U  
Effective: 1/31/2017  
Full Term of Office: 1/2/2014-1/1/2018

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):

None

**8. Description of documents included with submission**

Copies of Resignation Letters received from Denise H. Alfeld & Francis J. Salls

February 1, 2017

Ericka Butler, Town Clerk  
Town of Simsbury  
933 Deepmeadow Street  
Simsbury CT 06070

Dear Ms. Butler:

I hereby resign my position as regular member on the Historic District Commission.

Please notify the Board of Selectmen that the effective date of my resignation is

February 1, 2017.

Sincerely,

Denise Alföldi





Frank Salls  
P.O. Box 115  
TARIFFVILLE, CT 06081

1.31.17

Town Clerk,

Please accept my resignation from the  
Culture Parks & Rec Commission effective  
immediately

Best,

Frank Salls  
JKS/lb





# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** 2 Resignations

2. **Date of submission:** 02/07/2017

3. **Date of Board Meeting:** 02/15/2017

4. **Individual or Entity making the submission**

Melissa E. Osborne, 25 Orchard Lane, Simsbury

Allan Richard Raphael, Sr., 34 Old Farms Road, West Simsbury

5. **Action requested of the Board of Selectmen**

Accepts the resignation of Melissa E. Osborne, 25 Orchard Ln., Simsbury, Clean Energy Task Force

Accepts the resignation of Allan Richard Raphael, Sr., 34 Old Farms Rd., West Simsbury, Economic Development Commission

6. **Summary of Submission**

1. Melissa E. Osborne

Board: Clean Energy Task Force

Party: D

Effective: 2/3/2017

Full Term of Office: 12/5/2015-12/4/2017

2. Allan Richard Raphael, Sr.

Board: Economic Development Commission

Party: D

Effective: 2/6/2017

Full Term of Office: 1/2/2013-1/1/2018 (12/4/2017)

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):

None

## 8. Description of documents included with submission

Copies of Resignation Letters received from Melissa E. Osborne & Allan Richard Raphael, Sr.

*MELISSA E. OSBORNE*

25 ORCHARD LANE  
SIMSBURY, CT 06070  
860-651-4128

February 3, 2017

Ms. Ericka Butler  
Town Clerk  
Simsbury Town Hall  
933 Hopmeadow Street  
P.O. Box 495  
Simsbury, CT 06070

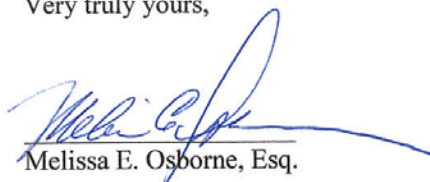
Re: Clean Energy Task Force Resignation

Dear Ms. Butler:

Please accept my resignation from the Simsbury Clean Energy Task Force, effective immediately. It has been a pleasure to serve on the Task Force with the wonderful, dedicated members.

Please let me know if there is anything else I need to do to finalize my resignation.

Very truly yours,

  
Melissa E. Osborne, Esq.

cc: James Ray  
Amy McLean Salls  
Tom Frank



Ericka Butler  
Town Clerk.

Feb. 6, 2017

Please present to First Selectman, Lisa  
Heavner, my resignation from the Economic  
Development Commission effective immediately.

It's obvious to me the newly elected  
Town Manager system will want to take the  
Committee in a different direction.

Thank you for my stay on the Commission.

Yours truly,

*Allan Raphael*

Allan Raphael  
34 Old Farms Rd.  
West Simsbury, CT. 06092



### **CALL TO ORDER**

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectwoman Lisa Heavner; Board members Cheryl Cook, Michael Paine, Christopher Kelly and Elaine Lang. Mr. Askham was absent. Others in attendance included: Tom Cooke, Director of Administrative Services; Sean Kimball, Director of Finance/Treasurer; James Rabbitt, Director of Planning and Community Development, and other interested parties.

### **PLEDGE OF ALLEGIANCE**

Mike Doyle, from Troop 174, led everyone in the Pledge of Allegiance.

### **PUBLIC AUDIENCE**

Joan Coe, 26 Whitcomb Drive, spoke about hiring a Town Manager, moving SCTV to the Library, the walkway at the new War Memorial, and other issues.

Mike Rinaldi, 32 Pinnacle Mountain Road, spoke about changing the form of government, the budget and tax concerns, non-transparency, and other issues.

### **PRESENTATIONS**

- **Capitol Region Council of Governments Proposed Local Assessment for FY-17-18 – Lyle Wray**

Ms. Heavner said CRCOG is a voluntary council of governments for regional programs, which is guided by chief elected officials.

Mr. Wray said CRCOG covers 38 Towns of which Simsbury is very active member. He said there are a lot of regional services provided by CRCOG. He said they are the metropolitan planning organization for this region.

Mr. Wray said Simsbury is in line to receive \$2.6 million for future projects on Route 10/Route 185/Nod Road and for the Route 189 corridor multi-use trail. He went through some of the accomplishments and projects that CRCOG implemented.

Mr. Wray went through the reasons why Simsbury pays CRCOG over \$18,000 in dues. He said they do serve the Town in many different ways, including public safety and hope to continue to work with the Town.

Mr. Wray said CRCOG will be holding a forum on February 2, 2017. They have a lot more to look at and get done and the future potential looks great.

- **Prospective Development – James Rabbitt, Director of Planning & Community Development**

Mr. Rabbitt went through the residential development trends in Town. He said Simsbury's population is likely to increase by almost 12% by FY23 over the 2010 census data figures. Simsbury can also estimate an anticipated increase in the grand list of over \$131,000,000 from FY17 to FY23.

Mr. Rabbit said his report indicates that the revenue lost from the demolition of The Hartford will be replaced over the next two years. He went through population and development trends. He went through current projects and possible new developments.

Ms. Heavner said this report is to be used as a planning tool only. She hopes this will help during the budget process.

Mr. Paine said there needs to be a balance of having enough revenues for additional services.

- **Quarterly Financial Update – Sean Kimball, Director of Finance**

Mr. Kimball said the Building Department fees are down significantly compared to last year, but they are anticipating an increase during the upcoming Spring building season. He said conveyance tax collections are tracking favorably.

Mr. Kimball said the State announced a \$145,729 reduction in Education Cost Sharing (ECS) funding for the current fiscal year. This loss impacts the general fund revenue and is used to fund the operating expenses of the Town and Board of Education.

Mr. Kimball said the State's FY17 Municipal Revenue Sharing grants received are projected to be higher than were estimated at the time FY17 budget was passed. The Property Tax collection rate is slightly ahead from the same time last year.

Mr. Kimball said he did not include an announcement by the State of a freeze on applications for reimbursement through the State's Local Capital Improvement Program, for which the Town was entitled to apply for \$157,504 in the current fiscal year. He will continue to monitor the status of this program.

Mr. Kimball went through FY17 expenditures. He said the general government budget accounts include some large one-time July payments and they are projected to finish closer to 95% of budget by year end.

Mr. Kimball said he is anticipating a budget overage of approximately \$50,000 in the Streetlight electricity account due to unforeseen delays in closing on the purchase of the Town streetlights. The Town's major medical insurance line is also being monitored closely and are currently tracking unfavorably by approximately \$95,000.



Mr. Kimball said the Town’s FY16 Comprehensive Annual Financial Report has been completed and published. The Town’s Fiduciary Funds both experienced increases in their net position. These increases were not due to investment performance, but rather due to employer and employee contributions.

Ms. Heavner spoke about Cyber security issues and said this will be discussed further in the Executive Session.

Mr. Cooke said the Town has taken initiatives on disaster recovery. There are extensive passwords and changes in employee access for added security. The Blume Shapiro has a lot information to go through and this will be discussed further in Executive Session.

Mr. Kelly made a motion to amend the agenda to address the Eagle Scout project prior to the First Selectwoman’s report. Ms. Cook seconded the motion. All were in favor and the motion passed.

Eagle Scout, Mike Doyle, went through his proposed building of a loafing shed at Simsbury Community Farms. He said the sheep, cows and alpaca have minimal shade in the paddock area and he wants to build this shed to give them relief from the sun. This will also cover the hay, which gets ruined by rain and dampness when just left on the ground.

Mr. Doyle said the loafing shed would be a three walled structure that will be 10’ x 10’ with a slanted roof that is 8’ tall in the front and 6’ tall in the back with an overhang in the front. The estimated cost is \$1,650. He will build this with the help of family and volunteers. Most of his building supplies will come from an uncle who is a building contractor.

Mr. Doyle said he will be asking family, the Rotary Club, Home Depot, Lowes and the Troop for donations to build this loafing shed.

Mr. Paine made a motion to refer the Eagle Scout project, to construct a loafing shed, to the Planning Commission pursuant to CGS §8-24 and to approve the project. Ms. Cook seconded the motion. All were in favor and the motion passed.

### **FIRST SELECTWOMAN’S REPORT**

Ms. Heavner invited everyone to come see her with their concerns and questions during her open office hours on January 30<sup>th</sup> from 5-6:30 p.m. in her office.

Ms. Heavner said the Simsbury Public Library and the Senior Center are offering a Lunch and Learn event in the Program Room at the Library on Thursday, January 26<sup>th</sup> from 12-1:30 p.m. This will help residents learn about captioned phones. For more information follow the link: <http://www.libraryinsight.com/eventdetails.asp?jx=scp&lmx=897391&v=3>.

Ms. Heavner said the Planning Commission invites everyone to participate in a discussion on *Services or Facilities that Simsbury Should Have – Infrastructure Strategies*. This will be held on February 14<sup>th</sup> at 7:00 p.m. at the Henry James Memorial cafeteria.

Ms. Heavner said the Police Department is hosting its 17<sup>th</sup> Annual Citizens’ Policy Academy. Classes will be held on Thursday evenings from 7-9 p.m. beginning in February and ending in April. For more information or to sign up visit: <http://www.simsbury-ct.gov/police-emergency/news/2017-citizens-police-academy>.

Ms. Heavner thanked the Conservation Commission for their successful advocacy on behalf of the residents of Simsbury. She said the Commission submitted comments suggesting that the existing Farmington River and Salmon Brook Conservation Partnership Area be expanded to include the remainder of Simsbury’s portion of the Farmington River basin and Simsbury’s portion of the West Branch Salmon Brook basin. Those suggestions were taken.

Ms. Heavner said Simsbury Public Works and SCTV made a great video about snow plowing. Go to <http://simsburytv.org/v/NlgKthZAEVY>.

Ms. Heavner said residents can also take a ride with an outstanding plow driver if they are over 18 years old. There is a sign-up link on the Public Works page of the Town’s website: <http://www.simsbury-ct.gov/public-works/files/snow-plow-ride-along-program-information-application>.

Ms. Heavner thanked everyone who worked so hard to bring the Martin Luther King evens to Simsbury. If you want to see the event visit SCTV:<http://simsburytv.org/v/nKMVG7sOf8Q>. She said the performances were outstanding.

Ms. Heavner said February 1<sup>st</sup> is the last day to pay taxes without penalty. Payments can be made online – free with an electronic check or a 2.95% convenience fee for debit/credit card payments. Visit: <http://www.simsbury-ct.gov/tax-office>.

Ms. Heavner reminded everyone that *All Waste* customers can have their Christmas trees picked up on their trash day the week of January 30<sup>th</sup>.

Ms. Heavner reminded everyone to clear fire hydrants of snow. A new Town ordinance requires that fire hydrants be kept clear of any obstructions that would impede the use or maintenance of a hydrant. The ordinance can be found on <http://www.simsbury-ct.gov/public-safety-subcommittee/files/fire-hydrant-maintenance>.

Ms. Heaver said volunteers of AARP are available to assist residents with their federal and state taxes from February 2 – April 13<sup>th</sup>. Please contact the Senior Center at (860) 658-3273 for an appointment.

Mr. Heavner said everyone should be preparing for weather emergencies. You can sign up for emergency alerts on <http://www.simsbury-ct.gov/alerts>. Also, if power goes out at your

house, please contact Eversource directly by calling (860) 286-2000 or at <https://www.eversource.com/nstar/reportanoutage>.

Ms. Heavner reminded everyone of the ongoing severe drought. Everyone in Connecticut is requested to voluntarily reduce water demand by 15%. For more information and tips to conserve water go to: <http://www.fvhd.org>.

Ms. Heavner reminded everyone that the revaluation of real estate is underway. The first phase is a pre-review. The next phase will begin in March or April, which will include questionnaires, updating records, and inspection of recently sold properties and valuation. For more information contact the Director of Finance Sean Kimball at [skimball@simsbury-ct.gov](mailto:skimball@simsbury-ct.gov) or (860) 658-3244 or Tax Assessor David Gardner at [dgardner@simsbury-ct.gov](mailto:dgardner@simsbury-ct.gov) or (860) 658-3251.

Ms. Heavner said the Simsbury Social Services Department has been designed as an official intake site for residents wishing to apply for the Connecticut Energy Assistance Program. For further information or to schedule an appointment call Social Services at (860) 658-3283.

Ms. Heavner Wednesday night is Business Night at the Simsbury Library. *Leveraging the Strength of LinkedIn*, is on February 8<sup>th</sup> from 6 – 8 p.m. and *Managing Workplace Stress* is on February 15<sup>th</sup> from 6:30 – 8:00 p.m. For more information go to <http://www.simsburylibrary.info>.

Ms. Heavner said there will be a ribbon cutting ceremony on February 2<sup>nd</sup> at 5:00 p.m. at 14 Station Street for *KR Styles*. She congratulated them on their new location. Their website is <http://www.krstyles.com>.

Ms. Heavner *Shred Fitness* will have a ribbon cutting on February 7<sup>th</sup> at 4:00 p.m. at 17C Herman Drive. Their website is: <http://shredfitnessct.com>.

Ms. Heavner said *Benny's* has completed a new dining room expansion, package store improvements, and parking and landscape improvements. A grand re-opening and ribbon cutting will be held on February 9<sup>th</sup> from 4:00 -6:00 p.m. Their website is: <http://bennysofsimsbury.com>.

Ms. Heavner congratulated Dana Kosior, the new owner of *Farmers Insurance – The Kosior Agency*. Their ribbon cutting will be on February 23<sup>rd</sup> from 4:30 – 5:30p.m. at 522 Hopmeadow Street.

## **SELECTMEN ACTION**

### **a) Approve Tax Refunds**

Ms. Lang made a motion to approve tax refunds in the amount of \$9,826.99 as requested and approved by the Tax Collector. Ms. Cook seconded the motion. All were in favor and the motion passed.

**b) Approved listing 23 Mountain Road Property with the Realtor and Issuance of RFP**

Ms. Heavner said the Town became the owner of the property on 23 Mountain Road as a result of a tax foreclosure on the property in 2015. Town staff, including the Tax Collector, the Assessor and the Director of Administrative Services, recommend sale of the property.

Mr. Kelly made a motion to approve the listing of 23 Mountain Road property for sale by the Town of Simsbury and to issue a RFP for a realtor for the sale. Ms. Cook seconded the motion. All were in favor and the motion passed.

**OTHER BUSINESS**

There was no other business at this time.

**APPOINTMENTS AND RESIGNATIONS**

**a) Acknowledge the resignation of Chris Meile (R) as a regular member of the Economic Development Commission effective November 2, 2016**

Ms. Cook made a motion to acknowledge the resignation of Chris Meile as a regular member of the Economic Development Commission effective November 2, 2016 with our thanks. Mr. Kelly seconded the motion. All were in favor and the motion passed.

**b) Acknowledge the resignation of Louis George (R) as a regular member of the Economic Development Commission effective January 11, 2017**

Mr. Kelly made a motion to acknowledge the resignation of Louis George as a regular member of the Economic Development Commission effective January 11, 2017 with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

**c) Acknowledge the resignation of Todd Burrick (D) as a regular member of the Insurance Committee effective January 5, 2017**

Ms. Lang made a motion to acknowledge the resignation of Todd Burrick as a regular member of the Insurance Committee effective January 5, 2017 with our thanks. Ms. Cook seconded the motion. All were in favor and the motion passed.

**d) Appoint Jan Losee (U) as a regular member of the Tourism Committee with an expiration date of December 4, 2017**

Ms. Cook made a motion to appoint Jan Losee as a regular member of the Tourism Committee with an expiration date of December 4, 2017. Mr. Paine seconded the motion. All were in favor and the motion passed.

- e) Appoint Thomas Gilmore (D) as a regular member of the Insurance Committee with an expiration date of December 4, 2017**

Ms. Cook made a motion to appoint Thomas Gilmore as a regular member of the Insurance Committee with an expiration date of December 4, 2017. Ms. Lang seconded the motion. All were in favor and the motion passed.

### **REVIEW OF MINUTES**

- a) Regular Meeting of January 9, 2017**

No changes were made to the Regular Meeting Minutes of January 9, 2017, and, therefore, the minutes were adopted.

### **SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

- 1. Personnel** – Mr. Kelly said the Personnel Sub-Committee is finalizing the schedule for starting the process of the RFP for an executive search for a Town Manager.
- 2. Finance** – no report at this time.
- 3. Welfare** – no report at this time.
- 4. Public Safety** – no report at this time.
- 5. Board of Education** – no report at this time.

Ms. Cook reminded everyone that the Aging & Disabilities Commission is holding a special meeting January 24<sup>th</sup> regarding the Senior Center at Eno Memorial Hall at 7:00 p.m.

Ms. Lang said the Martin Luther King events become better and better every year and she encouraged everyone to watch the events on SCTV.

Ms. Heavner said there is a MPR presentation on the uniqueness of the Town of Simsbury.

### **ADJOURN TO EXECUTIVE SESSION**

- a) Pursuant to CGS §1-200(6)(D) and (E) concerning the selection of a site or the lease, sale or purchase of real estate in connection with the redesign of the Senior Center and related protected records**

Ms. Cook made a motion to adjourn to Executive Session pursuant to CGS §1-200(6)(D) and (E) concerning the selection of the site or the lease, sale or purchase of real estate in connection with the redesign of the Senior Center and related protected records and pursuant to CGS §1-200(6)(C) to discuss matters concerning security strategy at 7:31 p.m. Mr. Cooke, Director of Administrative Services, Mr. Kimball, Director of Finance/Treasurer, and Rick Bazzano, IT Manager will be joining the meeting. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Cooke and Mr. Kimball were present. Mr. Bazzano was not present.

**b) Pursuant to CGS §1-200(6)(C) to Discuss Matters Concerning Security Strategy**

Mr. Bazzano joined the meeting at 7:45 p.m.

**ADJOURN FROM EXECUTIVE SESSION**

Ms. Lang made a motion to adjourn from Executive Session at 8:10 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

No action was taken.

**ADJOURN**

Ms. Lang made a motion to adjourn the meeting at 8:10 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio  
Clerk