



TOWN OF KILLINGLY

OFFICE OF THE TOWN MANAGER

172 Main Street

Killingly, CT 06239

Tel: 860-779-5300, ext. 7 Fax: 860 779-5382

**** REVISED ****

TOWN COUNCIL MEETING SPECIAL MEETING AGENDA

DATE: Tuesday, November 22, 2022

TIME: 7:00 PM

**PLACE: Town Meeting Room
172 Main Street, Killingly**

Meeting will be in person. It can also be viewed on Facebook Live or Channel 22. Go to www.killinglyct.gov click on Facebook Live

1. CALL TO ORDER
2. PRAYER
3. PLEDGE OF ALLEGIANCE TO THE FLAG
4. ROLL CALL
5. ADOPTION OF MINUTES OF PREVIOUS MEETINGS
 - a) Special Town Council Meeting – October 4, 2022
 - b) Regular Town Council Meeting – October 11, 2022
6. PRESENTATIONS, PROCLAMATIONS AND DECLARATIONS
 - a) Proclamation recognizing November as National Alzheimer's Awareness Month
 - b) Proclamation recognizing Teacher of the Year for Killingly Public Schools
 - c) Proclamation recognizing Teacher of the Year for H.H. Ellis Technical School
 - d) Proclamation recognizing Teacher of the Year of St. James Parochial School
7. UNFINISHED BUSINESS FOR TOWN MEETING ACTION
8. CITIZEN'S STATEMENT AND PETITION

Pursuant to the Town Council's Rules of Procedure, Article IV, Section 2, all presentations by citizens shall be limited to an aggregate of forty-five minutes (45) and each citizen's presentation shall not exceed five (5) minutes unless otherwise indicated by a majority vote of the Town Council.

RECEIVED
TOWN CLERK, KILLINGLY, CT
2022 NOV 18 AM 8:43
Elizabeth M. Wilson

Public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All written

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public comments must be received prior to 2pm the day of the meeting. Written public comment will be posted on the Town's website www.killinglyct.gov.

9. COUNCIL/STAFF COMMENTS
10. APPOINTMENTS TO BOARDS AND COMMISSIONS
 - a. Joseph Higgins III – reappointment to the Water Pollution Control Authority
 - b. Sandy Eggers – reappointment to the Inlands Wetlands Water Commission
 - c. Matthew Wirth – appointment to the Historic District Commission
11. REPORTS FROM LIAISONS
 - a) Board of Education Liaison
 - b) Borough Council Liaison
12. DISCUSSION AND ACCEPTANCE OF MONTHLY BUDGET REPORTS
 - a) Summary Report on General Fund appropriations for Town government
 - b) System Object Based on Adjusted Budget for the Board of Education
13. CORRESPONDENCE/COMMUNICATIONS/REPORTS
 - a) Town Managers Report
 - b) Memo from Board of Education regarding Non-Lapsing Fund Expenditures
14. UNFINISHED BUSINESS FOR TOWN COUNCIL ACTION
15. NEW BUSINESS
 - a) Consideration and action on a resolution authorizing an amount up to \$266,404 of the Economic Development Trust Funds for local match of the CT Community Challenge Grant for improvements to municipal parking lot areas between Main Street and School Street.
 - b) Consideration and action on a resolution to introduce and set a public hearing and special town meeting for December 13, 2022 on an ordinance to authorize the purchase of property at 26 Soap Street from United We Stand LLC.
 - c) Consideration and action on a resolution adopting the Collective Bargaining Agreement between the Killingly Board of Education and the Killingly Education Association for the period July1, 2023 through June 30, 2026
 - d) Consideration and action on a resolution authorizing a memorandum of agreement between the Town Council and Board of Education for the position of Armed Security Officer.
16. COUNCIL MEMBER REPORTS AND COMMENTS
17. EXECUTIVE SESSION
18. ADJOURNMENT

**KILLINGLY TOWN COUNCIL
SPECIAL TOWN COUNCIL MEETING**

DATE: Tuesday, Oct 4, 2022

TIME: 7:00 P.M.

PLACE: Town Meeting Room
Killingly Town Hall

**AGENDA
KILLINGLY TOWN COUNCIL**

The Town Council of the Town of Killingly held a Special Meeting on Tuesday, Oct 4, 2022, at 7:00 p.m. in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut. The agenda was as follows:

- 1. Call to Order**
- 2. Roll Call**
- 3. Interviews of Board/Commission applicants**
 - a. Andrew Farner – reappointment to the Zoning Board of Appeals
 - b. Brian Briere – appointment to the Water Pollution Control Authority
- 4. Citizens' Statements and Petitions**

Pursuant to the Town Council's Rules of Procedure, Article IV, Section 2, all presentations by citizens shall be limited to an aggregate of forty-five minutes (45) and each citizen's presentation shall not exceed five (5) minutes unless otherwise indicated by a majority vote of the Town Council.

Public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All public comment must be received prior to 2 p.m. the day of the meeting. Public comment will be posted on the Town's website www.killinglyct.gov
- 5. Old Business - None**
- 6. New Business**
 - a. Permanent Building Commission meeting with Liaison Mary Bromm
- 7. Executive Session**
 - a. Contract Negotiations – PILOT Agreement
- 8. Adjournment**

1. Chairman Anderson called the Special Meeting to order at 7:01 p.m.
2. On Roll Call, all counselors were present except Mr. Whitehead and Mr. Wood, who were absent with notification. Mr. Grandelski arrived at 7:01 p.m. Town Manager Calorio and Finance Director Hawkins were also present.
3. Interviews for Boards/Commissions:
- 3a. Andrew Farner – reappointment to the Zoning Board of Appeals
Counselors interviewed Andrew Farner, 79 Old Breakneck Road, Killingly. Mr. Farner is interested in being re-appointed as a Regular Member of the Zoning Board of Appeals. The new term would run from 02/01/2022 through 01/31/2027.

3b. Brian Briere – appointment to the Water Pollution Control Authority

Councilors interviewed Brian Briere, 55 Phillip Lane, Dayville. Mr. Briere is interested in being appointed as a Regular Member of the Water Pollution Control Authority. There are currently one Regular Member and two Alternate Member vacancies available. The Regular Term runs for 3 years. The available term would run from 11/1/2022 through 10/31/2025. The Alternate Terms run for 2 years. Both terms would run 11/1/2022 through 10/31/2024.

4. Citizens' Statements and Petitions

There were no Public Comments.

5. Old Business - None

6. New Business

6a. Permanent Building Commission meeting with Liaison Mary Bromm

This meeting was postponed due to scheduling conflicts.

7. Executive Session

7a. Contract Negotiations – PILOT Agreement

Ms. George made a motion, seconded by Mr. Grandelski, to move to Executive Session with Town Manager Calorio, Finance Director Hawkins, the Town Attorney, and the Town Consultants for the PILOT agreement to discuss the PILOT agreement.

Voice Vote: Unanimous. Motion passed.

Moved to Executive Session at 7:10 p.m. and returned at 7:58 p.m.

8. Adjournment

Mr. Grandelski made a motion, seconded by Ms. George, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 7:58 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

3b. Brian Briere – appointment to the Water Pollution Control Authority

Councilors interviewed Brian Briere, 55 Phillip Lane, Dayville. Mr. Briere is interested in being appointed as a Regular Member of the Water Pollution Control Authority. There are currently one Regular Member and two Alternate Member vacancies available. The Regular Term runs for 3 years. The available term would run from 11/1/2022 through 10/31/2025. The Alternate Terms run for 2 years. Both terms would run 11/1/2022 through 10/31/2024.

4. Citizens' Statements and Petitions

There were no Public Comments.

5. Old Business - None

6. New Business

6a. Permanent Building Commission meeting with Liaison Mary Bromm

This meeting was postponed due to scheduling conflicts.

7. Executive Session

7a. Contract Negotiations – PILOT Agreement

Ms. George made a motion, seconded by Mr. Grandelski, to move to Executive Session with Town Manager Calorio, Finance Director Hawkins, the Town Attorney, and the Town Consultants for the PILOT agreement to discuss the PILOT agreement.

Voice Vote: Unanimous. Motion passed.

Moved to Executive Session at 7:10 p.m. and returned at 7:58 p.m.

8. Adjournment

Mr. Grandelski made a motion, seconded by Ms. George, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 7:58 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

**KILLINGLY TOWN COUNCIL
PUBLIC HEARING
REGULAR MEETING**

DATE: TUESDAY, Oct 11, 2022

TIME: 7:00 P.M.

PLACE: TOWN MEETING ROOM
KILLINGLY TOWN HALL

PUBLIC HEARING

The Town Council of the Town of Killingly held a Public Hearing on Tuesday, Oct 11, 2022, at 7:00 p.m. in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut at which time interested persons were heard on the following ordinances:

Agenda item 14a:

RESOLUTION TO AUTHORIZE THE TOWN MANAGER TO EXPEND \$100,000 OF AMERICAN RESCUE ACT FUNDING FOR THE WINDHAM 4-H DAM REPAIR PROJECT

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager is herein authorized to expend funds under the American Rescue Plan Act Funding in the amount of \$100,000 for the Windham 4-H dam repair project.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 11th day of October 2022

Agenda item 14b:

RESOLUTION TO AUTHORIZE THE TOWN MANAGER TO EXPEND \$200,500 OF AMERICAN RESCUE ACT FUNDING FOR THE FIRE DEPARTMENTS LIFE SAFETY AND COMMUNICATION UPGRADE.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager is herein authorized to expend funds under the American Rescue Plan Act Funding in the amount of \$200,500 for the Fire Departments Life Safety and Communication project.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 11th day of October 2022

Agenda item 14c:

ORDINANCE TO AUTHORIZE ACCEPTANCE FROM DAVID AND JOSEPHINE TRIPODI OF A PERMANENT DRAINAGE EASEMENT AND RIGHTS TO DRAIN FOR DRAINAGE IMPROVEMENTS AT 249 BAILEY HILL ROAD

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town authorizes acceptance of the Permanent Drainage and Maintenance Easement for Drainage Improvements at 249 Bailey Hill Road for property in substantially the same form as described in "Schedule A" as attached hereto, granted to the Town by David and Josephine Tripodi to provide for construction associated with Drainage Improvements to 249 Bailey Hill Road.

BE IT FURTHER ORDAINED that the Town Manager is authorized to enter into any contracts or agreements related to the acceptance of the Easement and to have said Easement filed with the Town Clerk's Office.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 11th day of October 2022

Agenda item 14d:

ORDINANCE TO AUTHORIZE ACCEPTANCE FROM TAMMY RAINVILLE AND ROBERT LABONTE OF A PERMANENT DRAINAGE EASEMENT AND RIGHTS TO DRAIN FOR DRAINAGE IMPROVEMENTS AT 146 PINEVILLE ROAD

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town authorizes acceptance of the Permanent Drainage Easement and Rights to Drain for Drainage Improvements at 146 Pineville Road for property in substantially the same form as described in "Schedule A" as attached hereto, granted to the Town by Tammy Rainville and Robert Labonte to provide for construction associated with Drainage Improvements to 146 Pineville Road.

BE IT FURTHER ORDAINED that the Town Manager is authorized to enter into any contracts or agreements related to the acceptance of the Easement and to have said Easement filed with the Town Clerk's Office.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 11th day of October 2022

Public comment was heard from:

Tracy Martin- Gurgeon, 368 Green Hollow Rd, supporting agenda item 14a.

Barry Rider, 303 Snake Meadow Rd, gave an explanation on why funding was needed for the 4-H project.

Katie Smith, 91 Reynolds St, spoke in support of agenda item 14a.

Town Manager Calorio commented that there were no First Responders in attendance this evening because of a call but had previously spoken on record in favor of agenda item 14b.

**KILLINGLY TOWN COUNCIL
REGULAR MEETING**

DATE: TUESDAY, October 11, 2022

TIME: 7:00 P.M.

PLACE: TOWN MEETING ROOM
KILLINGLY TOWN HALL

AGENDA

The Town Council of the Town of Killingly held a Regular Meeting on Tuesday, October 11, 2022, at 7:00 p.m. in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut. The agenda was as follows:

1. **CALL TO ORDER**
2. **PRAYER**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG**
4. **ROLL CALL**
5. **ADOPTION OF MINUTES OF PREVIOUS MEETINGS**
 - a) Special Town Council Meeting – September 6, 2022
 - b) Regular Town Council Meeting – September 13, 2022
6. **PRESENTATIONS, PROCLAMATIONS AND DECLARATIONS**
 - a) Proclamation recognizing October 2022 as Breast Cancer Awareness Month
 - b) Proclamation recognizing October 2022 as National Bully Prevention Month
 - c) Proclamation recognizing October 2022 as Down Syndrome Awareness Month
 - d) Proclamation recognizing October 2022 as Fire Prevention Month
7. **UNFINISHED BUSINESS FOR TOWN MEETING ACTION**
8. **CITIZEN'S STATEMENTS AND PETITIONS**

Pursuant to the Town Council's Rules of Procedure, Article IV, Section 2, all presentations by citizens shall be limited to an aggregate of forty-five (45) minutes and each citizen's presentation shall not exceed five (5) minutes unless otherwise indicated by a majority vote of the Town Council. Public comment can be emailed to publiccomment@killinglyct.gov or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All written public comment must be received prior to 2 p.m. the day of the meeting. Written public comment will be posted on the Town's website, www.killinglyct.gov.
9. **COUNCIL/STAFF COMMENTS**
10. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
 - a) Andrew Farner – appointment to the Zoning Board of Appeals.
 - b) Brian Breire – appointment to the Water Pollution Control Authority
11. **REPORTS FROM LIAISONS**
 - a) Board of Education Liaison
 - b) Borough Council Liaison
12. **DISCUSSION AND ACCEPTANCE OF MONTHLY BUDGET REPORTS**
 - a) Summary Report on General Fund Appropriations for Town Government
 - b) System Object Based on Adjusted Budget for the Board of Education

13. CORRESPONDENCE/COMMUNICATIONS/REPORTS

- a) Town Manager Report
- b) Economic Development Commission Annual Report

14. UNFINISHED BUSINESS FOR TOWN COUNCIL ACTION

- a) Consideration and action on a resolution to authorize the Town Manager to expend \$100,000 of the American Rescue Act Funding for the Windham 4-H Dam repair project
- b) Consideration and action on a resolution to authorize the Town Manager to expend \$200,500 of the American Rescue Act Funding for the Fire Department Life Safety and Communication Update
- c) Consideration and action on an ordinance to authorize acceptance from David and Josephine Tripodi of a Permanent Drainage Easement and Rights to Drain for Drainage Improvements at 249 Bailey Hill Road
- d) Consideration and action on an ordinance to authorize acceptance from Tammy Rainville and Robert Labonte of a Permanent Drainage Easement and Rights to Drain for Drainage Improvements at 146 Pineville Road

15. NEW BUSINESS

- a) Consideration and action on a resolution authorizing fiscal year 2021-2022 budgetary year end transfers
- b) Consideration and action on a resolution authorizing the transfer of fiscal year 2021-2022 unexpended funds for Unexpended Departmental Budgets to Special Reserves and Programs
- c) Consideration and action on a resolution approving the transfer of fiscal year 2021-2022 unexpended funds from the Killingly Commission, Killingly Inlands Wetlands and Watercourses Commission and Killingly Agricultural Commission appropriations to the Open Space Land Acquisition Fund

16. COUNCIL MEMBER REPORTS AND COMMENTS**17. EXECUTIVE SESSION**

- a) Sale of property

18. ADJOURNMENT**REGULAR MEETING**

1. Chairman Anderson called the meeting to order at 7:08 p.m.
2. Prayer by Mr. Wood.
3. Pledge of Allegiance to the flag.
4. Upon roll call all Councilors were present except Mr. Whitehead, who signed in virtually at 7:14 p.m. Also present were Town Manager Calorio, Finance Director Hawkins, Director of Planning and Development Aubrey and Council Secretary Buzalski.
5. Adoption of minutes of previous meetings

5a. & 5b.

Mr. Grandelski made a motion, seconded by Mr. Wood, to adopt the minutes of the Special Town Council Meeting of September 6, 2022, and the Regular Town Council Meeting of September 13, 2022.

Discussion followed. Mr. Kerttula noted a correction on page 5, the Regular Meeting was held on September 13, 2022.

Voice Vote: Unanimous, with corrections. Motion passed.

Mr. Kertulla made a motion, seconded by Ms. George, to add agenda item 15d, Review of Town Manager's Evaluation.

Voice vote: Unanimous. Motion passed.

6. Presentations, proclamations, and declarations:

6a. Proclamation recognizing Proclamation recognizing October 2022 as Breast Cancer Awareness Month

Mr. Kerttula read the following:

**PROCLAMATION RECOGNIZING OCTOBER 2022 AS
BREAST CANCER AWARENESS MONTH**

WHEREAS, breast cancer is the second most diagnosed form of cancer for women in the United States and is expected to be detected in 1 out of 8 women in America every year; and

WHEREAS, early detection is vital to ensure the most effective diagnosis and treatment possible and can save lives; and

WHEREAS, it is vital to meet with your physician and discuss your individual risk, family history, other common risk factors, preventive care and regular screenings; and

WHEREAS, researchers, scientists, numerous nonprofit organizations, and breast cancer survivors are dedicated to discovering the cure for breast cancer and providing education about breast cancer. Today the five-year survival rate 90%; and

WHEREAS, all breast cancer survivors should be recognized for their determination and courage and acknowledge that these survivors give us hope for a better future for those affected by this disease;

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the month of October hereby be recognized as Breast Cancer Awareness Month; and

BE IT FURTHER PROCLAIMED that all citizens learn the facts about breast cancer and along with practicing a healthy lifestyle, obtain regular breast cancer screenings.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 11th day of October 2022

6b. Proclamation recognizing October 2022 as National Bully Prevention Month
Mr. Kerttula read the following:

**PROCLAMATION RECOGNIZING OCTOBER 2022 AS
NATIONAL BULLY PREVENTION MONTH**

WHEREAS, bullying is physical, verbal, sexual, and emotional harm or intimidation intentionally directed at a person or a group of people; and

WHEREAS, bullying occurs in schools, playgrounds, neighborhoods, and through technology, such as the internet and cell phones, often referred to as cyberbullying; and

WHEREAS, according to national statistics, 28% of students in grades 6-12 experience bullying, a higher percentage of male students are physically bullied, where female students have the higher percentage of being subjected to rumors and exclusion from activities, 70.6% of young people have witnessed bullying, 16% of high school students were electronically bullied in the past year, and 55.2% of LGBTQ students experienced cyberbullying, and 10% of the dropout student rate is due to repetitive bullying; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional, and learning problems and students who are repeatedly bullied often fear such activities like riding the bus, going to school, and attending community events; and

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors in contrast to the children who witness bullying often feel less secure, are more fearful, and are intimidated.; and

WHEREAS, National Bullying Prevention Awareness Month is a month long observance to educate and raise awareness about bullying, creating a safe supportive learning environment, talk about bullying at home, supporting your community, and by asking for help.

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the month of October hereby be recognized as National Bully Prevention Month which further commits to support the safety of the children in our community.

BE IT FURTHER PROCLAIMED that all citizens are encouraged to unite against bullying and to share the message that no one should to be bullied.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 11th day of October 2022

6c. Proclamation recognizing October 2022 as Down Syndrome Awareness Month
Mr. Anderson read the following:

**PROCLAMATION RECOGNIZING OCTOBER 2022 AS
DOWN SYNDROME AWARENESS MONTH**

WHEREAS, Down Syndrome is the most common chromosomal disorder which produces an array of challenges, health and growth concerns including delayed language and developmental skills. Down Syndrome occurs when a baby receives a full or partial extra copy of Chromosome 21; and

WHEREAS, Approximately one (1) in every 700 babies are born with Down Syndrome, representing an estimated 6,000 births per year in the United States. There are over 400,000 individuals living with Down Syndrome in the United States. Life expectancy has increased dramatically in recent decades ranging from age 25 in 1983 to reaching the age of 60 as of today; and

WHEREAS, possessing a wide range of abilities, individuals with Down Syndrome attend school, work, participate in decisions that affect them, have meaningful relationships, vote, and contribute to society and their communities in many wonderful ways; and

WHEREAS, individuals with Down Syndrome should have equal opportunity to achieve the universally desired goals of self-fulfillment, pride in their achievements, inclusion in their community and reaching their fullest potential; and

WHEREAS, quality educational programs, a stimulating home environment, good health care and positive support from family, friends, and the community enable people with Down Syndrome to lead fulfilling and productive lives; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the month of October hereby be recognized as Down Syndrome Awareness Month; and

BE IT FURTHER PROCLAIMED The Killingly Town Council supports and encourages meaningful participation of people with Down Syndrome in all aspects in society during Down Syndrome Awareness Month and throughout the year.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 11th day of October 2022

6d. Proclamation recognizing October 2022 as Fire Prevention Month
Mr. Anderson read the following:

**PROCLAMATION RECOGNIZING OCTOBER 2022 AS
FIRE PREVENTION MONTH**

WHEREAS, Fire Prevention Week is observed each year during the week of October 9th in tribute to the Great Chicago Fire, which began October 8th, 1871, causing devastating damage, homelessness, and left a city in mourning; and

WHEREAS, in 1911, the 40th anniversary of the Great Chicago Fire, the Fire Marshals Association of North America determined that the anniversary be observed in ways to keep the public informed about the importance of fire prevention, specifically designating the week of October 9th as that is when most of the devastation had occurred. In 1920, President Woodrow Wilson signed the proclamation for the first Fire Prevention Day and in 1925, President Calvin Coolidge proclaimed Fire Prevention Week to be a national observance; and

WHEREAS, the 2022 Fire Prevention Week theme is "*Fire won't wait, Plan your Escape.*" The importance of planning your escape in case of a fire is not just for schools but for the entire community. Residents should take precautions such as installing new smoke/CO alarms, routinely check batteries in existing alarms, have a fire extinguisher on hand and have fire drills. These are all proactive safety measures that can increase fire safety; and

WHEREAS, Killingly's Fire Departments and First Responder's are dedicated to reducing the occurrence of home fires and injuries through prevention education; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the month of October hereby be recognized as Fire Prevention Month. We urge our residents to plan and practice your escape plan as well as utilizing everyday fire prevention for your safety.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 11th day of October 2022

7. Unfinished Business for Town Meeting Action: None

8. Citizens' Statements and Petitions:

No written public comment was received.

Donna Bromwell, Baily Hill Rd, spoke about the activities of the Conservation Commission, highlighting Walktober, efforts to clean up some trails, the American Chestnut trees, and the Slater Mill Museum in Webster.

9. Council/Staff Comments:

Mr. Anderson asked Town Manager Calorio if there would be any room for a Mill Museum in the Westfield Ave Community Center. Town Manager Calorio suggested the Historical Society may be able to help with finding a location.

10. Appointments to Boards and Commissions:

10a. Andrew Farner – appointment to Zoning Board of Appeals

Mr. Kerttula made a motion, seconded by Ms. Tiik-Barclay, to appoint Andrew Farner as a Regular Member of the Zoning Board of Appeals.

Discussion followed.

Voice vote: Unanimous. Motion passed.

10b. Brian Briere – appointment to the Water Pollution Control Authority

Mr. Kerttula made a motion, seconded by Mr. Grandelski, to appoint Brian Briere as a Regular Member of the Water Pollution Control Authority.

Discussion followed.

Voice vote: Unanimous. Motion passed.

11. Reports from Liaisons:

11a. Report from the Board of Education Liaison: No report.

11b. Report from the Borough Liaison:

Ms. Wakefield gave the Borough Liaison report.

12. Discussion and Acceptance of Monthly Budget Reports:

12a. Summary Report on General Fund Appropriations for Town Government:

Mr. Grandelski made a motion, seconded by Mr. Wood to accept the summary report on general fund appropriations for Town Government.

Discussion followed.

Voice Vote: Unanimous. Motion passed.

12b. System Object Based on Adjusted Budget for the Board of Education:

Mr. Wood made a motion, seconded by Mr. Kerttula, to accept the System Object Based on Adjusted Budget for the Board of Education.

Discussion followed.

Voice vote: Majority, Ms. Tiik-Barclay abstained. Motion passed.

13. Correspondence/Communications/Reports:

13a. Town Manager Report

Town Manager Calorio discussed her report and responded to comments and questions from Council Members.

13b. Economic Development Commission Annual Report

Town Manager Calorio noted that she had included the Economic Development Commission Annual Report in the meeting packet.

14. Unfinished Business for Town Council Action:

14a. Consideration and action on a resolution to authorize the Town Manager to expend \$100,000 of the American Rescue Act Funding for the Windham 4-H Dam repair project

Mr. Grandelski made a motion, seconded by Mr. Wood, to adopt the resolution as presented in the Public Hearing.

Discussion followed.

Mr. Kerttula made a motion, seconded by Mr. Grandelski, to suspend the rules, allowing Barry Rider to speak.

Voice Vote: Unanimous. Motion passed.

Mr. Rider explained the scope of the project and what the funds would be used for.

On the resolution, voice vote: Unanimous. Motion passed.

14b. Consideration and action on a resolution to authorize the Town Manager to expend \$200,500 of the American Rescue Act Funding for the Fire Department Life Safety and Communication Upgrade

Mr. Kerttula made a motion, seconded by Ms. George, to adopt the resolution as presented in the Public Hearing.

Mr. Wood recused himself from this issue.

Discussion followed.

Mr. Kerttula made a motion, seconded by Ms. George, to amend the motion to expend \$206,500 for this equipment.

Voice vote: Unanimous. Motion passed.

On the motion, as amended, voice vote: Unanimous. Motion passed.

14c. Consideration and action on an ordinance to authorize acceptance from David and Josephine Tripodi of a Permanent Drainage Easement and Rights to Drain for Drainage Improvements at 249 Bailey Hill Road

Mr. Wood made a motion, seconded by Ms. Tiik-Barclay, to adopt the resolution as presented in the Public Hearing.

Discussion followed.

Voice vote: Unanimous. Motion passed.

14d. Consideration and action on an ordinance to authorize acceptance from Tammy Rainville and Robert Labonte of a Permanent Drainage Easement and Rights to Drain for Drainage Improvements at 146 Pineville Road

Mr. Kerttula made a motion, seconded by Ms. Tiik-Barclay, to adopt agenda item 14d as presented in the Public Hearing.

Discussion followed.

Voice vote: Unanimous. Motion passed.

15. New Business:

15a. Consideration and action on a resolution authorizing fiscal year 2021-2022 budgetary year end transfers

Mr. Grandelski made a motion, seconded by Mr. Wood, to adopt the following:

RESOLUTION AUTHORIZING FISCAL YEAR 2021-2022 BUDGETARY YEAR END TRANSFERS

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager has requested the sum of Twenty-Seven Thousand One Hundred Ninety-Seven dollars (\$27,197) be transferred within the fiscal year 2021-2022 Town Operating Budget as follows:

From:

Assessor	Materials & Supplies	\$ 230
Revenue Collector	Contractual Services	\$ 57
Town Hall Building	Materials & Supplies	\$ 999
Highway Supervision	Contractual Services	\$ 44
Central Garage	Materials & Supplies	\$ 187
Parks and Grounds	Contractual Services	\$ 6,862
Parks and Grounds	Materials & Supplies	\$ 77
Community Center	Materials & Supplies	\$ 67
Other Town Buildings	Materials & Supplies	\$ 445
Special Reserve & Programs	Contractual Services	\$ 18,229
		<u><u>\$ 27,197</u></u>

To:

Assessor	Contractual Services	\$ 230
Revenue Collector	Personnel	\$ 57
Town Hall Building	Personnel	\$ 88
Town Hall Building	Contractual Services	\$ 4,514
Highway Supervision	Materials & Supplies	\$ 44
Central Garage	Contractual Services	\$ 187
Parks and Grounds	Personnel	\$ 13,154
Community Center	Personnel	\$ 67
Other Town Buildings	Contractual Services	\$ 1,545
Human Services Subsidies	Contractual Services	\$ 2,039
Employee Benefits	Contractual Services	\$ 5,272
		<u><u>\$ 27,197</u></u>

WHEREAS, the Town Manager has further certified the total sum of \$27,197 is unencumbered within the accounts specified; and

WHEREAS, such transfers are for necessary expenditures in the accounts specified,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the sum of \$27,197 is hereby transferred as described above.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 11th day of October 2022

Discussion followed.

Voice vote: Unanimous. Motion passed.

15b. Consideration and action on a resolution authorizing the transfer of fiscal year 2021-2022 unexpended funds for Unexpended Departmental Budgets to Special Reserves and Programs
Mr. Wood made a motion, seconded by Ms. George, to adopt the following:

**RESOLUTION AUTHORIZING THE TRANSFER OF FISCAL YEAR 2021-2022
UNEXPENDED FUNDS FROM UNEXPENDED DEPARTMENT BUDGETS TO SPECIAL
RESERVES AND PROGRAMS**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the transfer of up to \$91,194 from the Highway Departments to Capital and Non-recurring Fund, \$142,488 from Law Enforcement to the Reserve for Constabulary, and \$52,100 from Recreation to the Capital Projects Fund for Owen Bell Projects for fiscal year 2021-2022.

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut,
this 11th day of October 2022

Discussion followed.

Voice vote: Majority, Mr. Whitehead opposed. Motion passed.

15c. Consideration and action on a resolution approving the transfer of fiscal year 2021-2022 unexpended funds from the Killingly Commission, Killingly Inlands Wetlands and Watercourses Commission and Killingly Agricultural Commission appropriations to the Open Space Land Acquisition Fund

Mr. Grandelski made a motion, seconded by Ms. George, to adopt the following:

**RESOLUTION APPROVING THE TRANSFER OF FISCAL YEAR 2021-2022
UNEXPENDED FUNDS FROM THE KILLINGLY CONSERVATION COMMISSION,
KILLINGLY INLANDS WETLANDS AND WATERCOURSES COMMISSION AND
KILLINGLY AGRICULTURE COMMISSION APPROPRIATIONS TO THE OPEN
SPACE LAND ACQUISITION FUND**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the unexpended funds for fiscal year 2021-22 from the Killingly Conservation Commission (account #09-50264) in the amount of \$385, the Killingly Inlands Wetlands and Watercourses Commission (account #09-50258) in the amount of \$830 and the Killingly Agriculture Commission (account #09-50298) in the amount of \$465 be transferred to the Open Space Land Acquisition Fund (account #23310).

KILLINGLY TOWN COUNCIL
Jason Anderson
Chairman

Dated at Killingly, Connecticut
This 11th day of October 2022

Discussion followed.

Voice vote: Unanimous. Motion passed.

15d. Review of the Town Manager's Evaluation

17. Executive Session:

17a. Sale of Property

Mr. Kertulla made a motion, seconded by Ms. George, to move the order of the agenda, pushing agenda item 16 after Executive Session then move to Executive Session with Town Manager Calorio, Town Attorney Roberts, and Finance Director Hawkins, to discuss the Town Manager's Evaluation and the sale of property.

Voice vote: Unanimous. Motion passed.

Moved to Executive Session at 9:20 p.m.

Ms. Wakefield left at 9:57 p.m.

Returned from Executive Session at 10:50 p.m.

Mr. Anderson gave a summary of the Town Manager's Evaluation, saying that Town Manager Calorio exceeded expectations.

16. Council Member Reports and Comments:

Mr. Grandelski reported on the Conservation Commission meeting and the Housing meeting.

Ms. Murphy reported on the WPCA meeting.

Mr. Wood attended the Fiscal Subcommittee meeting.

Mr. Kertulla attended the PBC meeting.

Mr. Anderson attended the Fiscal Subcommittee meeting.

Ms. George reported on the NECCOG meeting and the Board of Ed meeting.

Ms. Tiik-Barclay reported on the P&Z meeting.

18. Adjournment:

Mr. Grandelski made a motion, seconded by Mr. Wood, to adjourn the meeting.

Voice Vote: Unanimous. Motion passed.

The meeting ended at 10:58 p.m.

Respectfully submitted,

Elizabeth Buzalski
Council Secretary

**PROCLAMATION RECOGNIZING NOVEMBER AS NATIONAL ALZHEIMER'S
AWARENESS MONTH**

WHEREAS, Alzheimer's disease is a progressive disease of the brain causing deterioration in memory, reasoning, motor skills, and the ability to take care of oneself. The impact of Alzheimer's on individuals, families, and our health care system makes this disease one of our nation's primary medical, social, and fiscal challenges; and

WHEREAS, Alzheimer's affects every level of society. According to the Center for Disease Control and Prevention: every 66 seconds, someone in the United States develops the disease; more than 6.5 million Americans are living with Alzheimer's; and Alzheimer's is the 7th leading cause of death. It kills more than breast and prostate cancer combined; and

WHEREAS, Alzheimer's is the most common form of dementia, and the social, emotional, and financial impacts of dementia are felt by everyone—persons with dementia, their families, caregivers, and communities; and

WHEREAS, currently, there is no cure for Alzheimer's disease. The stigma associated with these diseases leads many people with them, and their families, to fear exclusion and differential treatment, preventing them from seeking help and disclosing their diagnosis; and

WHEREAS, early detection provides individuals and families an opportunity to connect with resources, engage in early intervention therapies and plan for the future; and

NOW, THEREFORE BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the month of November is hereby be recognized as National Alzheimer's Awareness Month and encourage our citizens to learn more about Alzheimer's, Dementia, and other brain disorders and how we can support those affected by them.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 22nd day of November 2022

PROCLAMATION HONORING
Kirk Walker
Killingly Public Schools
2022-2023 TEACHER OF THE YEAR

WHEREAS, Kirk Walker earned his Bachelor of Science in Psychology and his Master's Degree in Education from Keene State College and has served as a dedicated counselor at Killingly High School since 2003; and

WHEREAS, Kirk is active within the Freshman Academy. He is devoted to his students' social and emotional growth and builds positive supportive relationships and can counsel with earned trust and respect. His commitment to his professional goals exhibits tremendous leadership, while increasing student achievement and strengthening a positive school climate; and

WHEREAS Kirk works closely with other school personnel to continually improve the environment for both students and teachers at Killingly High School. His ability to communicate while being enthusiastic and wearing a smile has gained trust amongst his peers; and

WHEREAS Kirk takes an active role in the lives of his students, encouraging them to appreciate diversity, become active and independent learners, and become self-advocates and lifelong learners as they prepare to become skilled workers in the community; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that Kirk Walker be publicly recognized for his exemplary service and the well-earned distinction and respect he receives from his students and peers as the 2022-2023 Killingly Public School Teacher of the Year; and

BE IT FURTHER PROCLAIMED that he be commended for his devotion to his students, their families, their school, and their community.

Presented this 8th day of November 2022 by the
KILLINGLY TOWN COUNCIL

PROCLAMATION HONORING
Joseph Asermelly
HARVARD H. ELLIS TECHNICAL HIGH SCHOOL'S
2022-2023 TEACHER OF THE YEAR

WHEREAS, Joe Asermelly graduated in 2008 from Hofstra University with a Bachelor of Science in Education. Joe is a passionate and vibrant educator who demonstrates commitment to his professional goals and exhibits tremendous teacher leadership, while increasing student achievement and strengthening a positive school climate at Harvard H. Ellis Technical High School for the last thirteen years; and

WHEREAS, in addition to his duties as a teacher, Joe has taken his enthusiasm to the sports fields and courts. Joe was awarded Coach of the Year in 2014 which is supported by many successful seasons winning Track & Field Division and Conference Titles, and a football team that under his coaching, ranked in the Top 10 in Connecticut three times. Joe actively coaches Freshman Boys Basketball; and

WHEREAS, Joe works in unity with his colleagues to continually enhance the environment for both students and teachers at Ellis Tech. Joe takes an active role in the lives of his students, encouraging them to appreciate diversity, become active members of their school community, become active and independent learners, and become self-advocates and lifelong learners as they prepare to become skilled workers in the community; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that Joseph Asermelly be publicly recognized for his exemplary service and the well-earned distinction and respect he receives from his students and peers as the 2022-2023 Harvard H. Ellis Technical High School Teacher of the Year; and

BE IT FURTHER PROCLAIMED that he be commended for his devotion to his students, their families, their school, and their community.

Presented this 8th day of November 2022 by the
KILLINGLY TOWN COUNCIL

PROCLAMATION HONORING
Kim Barrette
ST. JAMES SCHOOL
2022-2023 TEACHER OF THE YEAR

WHEREAS, Kim is a passionate and vibrant educator at St. James School. Kim joined the St. James faculty as a part-time music teacher in 2013 and was eager to move into the Kindergarten classroom where she has been since 2017; and

WHEREAS, Kim who demonstrates Spiritual Leadership and implements the beliefs and values of the school's Mission Statement and School Expectations for Learning. She models the school's mission in her Christian values, gladly performing her duties with patience, kindness, flexibility, dedication, and compassion; and

WHEREAS, Kim captures the attention of her students with her passion, imagination, and music. She welcomes them daily in song and positivity which builds throughout the day as they go on their journey of learning and discovery; and

WHEREAS, Kim has been blessed with musical talent and enthusiasm. She is part of the Musical Ministry which brightens the parishioners at St. James Church; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that Kim Barrette be publicly recognized for her exemplary service and the well-earned distinction and respect she receives from her students and colleagues as the 2022-2023 St. James School Teacher of the Year; and

BE IT FURTHER PROCLAIMED that she be commended for her devotion to her students, their families, their school, and the community.

Presented this 8th day of November 2022 by the
KILLINGLY TOWN COUNCIL

Interview Candidates for Boards and Commissions

Water Pollution Control Authority

Joseph Higgins III - 247 North Shore Road, Dayville

Mr. Higgins is interested in being re-appointed as a Regular Member of the Water Pollution Control Authority. His term would run from 11/1/2022 through 10/31/2025.

Mr. Higgins' attendance over the course of his appointment with the Water Pollution Control Authority has been consistent with minimal absenteeism, missing only 2 meetings in his last 3-year term.

Water Pollution Control Authority has 2 Alternate member vacancies available.

Inlands Wetland Water Commission

Sandy Eggers – 86 Margaret Henry Rd, Danielson

Ms. Eggers is interested in being re-appointed as a Regular Member of the Inland Wetland Water Commission. Her term would run from 05/01/2022 through 04/30/2025.

Ms. Eggers has served on the Inland Wetlands Water Commission since 1988. During Ms. Eggers' tenure, her attendance has been solid with minimal absenteeism. During her last term, she had missed 2 meetings, both with notice.

There are currently 4 Regular Member and 2 Alternate vacancies available.

Historic District Commission

There are currently 2 Regular Member and 3 Alternate vacancies available.

The Regular Term runs for 5 years. The available terms would run as follows:

1. from 4/1/2020 through 3/31/2025
2. from 4/1/2022 through 3/31/2027

The Alternate Term runs for 3 years. The available terms are from 04/01/2022 through 03/31/2025

Matthew Wirth, 856 Bailey Hill Road, Dayville

Mr. Wirth is interested in being appointed to be a Regular Member of the Historic District Commission.



TOWN OF KILLINGLY

TOWN MANAGER'S OFFICE

172 Main Street, Killingly, CT 06239
Tel: 860-779-5300 Fax: 860-779-5382
Email: townmanager@killinglyct.gov



BOARDS & COMMISSIONS REAPPOINTMENT QUESTIONNAIRE

DATE: 10/7/2022

NAME: Joseph Higgins

Please fill in the following information to help us keep our information current.

ADDRESS: 247 North Shore Rd. Dayville
EMAIL: Jdh777@hotmail.com

Best Phone: Home: 860-942-7137
Business and/or Cell: _____

PARTY AFFILIATION: ☐ Republican ☐ Democrat ☒ Unaffiliated/Other

Are you a registered voter? ☒ Yes ☐ No

I AM currently a member of the (board/commission) : WPCA

MY membership term is due to expire or has expired? (when) 10/31/2022

Do you wish to be appointed to this Board/Commission as a Regular / Alternate for another term?

☒ Yes ☐ No

Joe Higgins
Signature

10/7/2022
Date

Please return this form to the Town Manager's Office by mail, email, or faxing to 860-779-5382

***** TO BE COMPLETED by TOWN MANAGERS OFFICE *****

Attendance Current Year _____

Attendance Previous Year _____

Visit us on the web at WWW.KILLINGLYCT.GOV

10/11
conf. voted statutory
per 17/1/2022
10/25, 9:15 to
ext. 11/2



TOWN OF KILLINGLY

TOWN MANAGER'S OFFICE

172 Main Street, Killingly, CT 06239
Tel: 860-779-5300 Fax: 860-779-5382
Email: townmanager@killinglyct.gov



BOARDS & COMMISSIONS REAPPOINTMENT QUESTIONNAIRE

DATE: 9-2-2022

NAME: Sandy Eggers

Please fill in the following information to help us keep our information current.

ADDRESS: 86 Margaret Henry Rd, Danielson, CT 06239

EMAIL: geggelsa@snet.net

Best Phone:

Home:

Business and/or Cell:

860-208-5814

PARTY AFFILIATION: ☒ Republican ☐ Democrat ☐ Unaffiliated/Other

Are you a registered voter? ☒ Yes ☐ No

I AM currently a member of the (board/commission): Inland Wetlands / Watercourse

MY membership term is due to expire or has expired? (when) April 2022

Do you wish to be appointed to this Board/Commission as a Regular / Alternate for another term?

☒ Yes ☐ No

Sandy Eggers
Signature

9-2-2022
Date

Please return this form to the Town Manager's Office by mail, email, or faxing to 860-779-5382

***** TO BE COMPLETED by TOWN MANAGERS OFFICE *****

Attendance Current Year: _____

Attendance Previous Year: _____

Visit us on the web at WWW.KILLINGLYCT.GOV

8 confirmed address
in voter party
10/25/22: OK to attend
11/1



TOWN OF KILLINGLY

TOWN MANAGER'S OFFICE

172 Main Street, Killingly, CT 06239
Tel: 860-779-5300 ext 7 Fax: 860-779-5382

FOR OFFICE USE ONLY

Interview Date:

Interview Time:

Action Taken:

All Actions Completed: ☐ Yes ☐ No



Boards & Commissions Questionnaire

Date: 10/28/2022

Name: Matthew J. Wirth _____

Residence Address: 856 Bailey Hill Road, Dayville CT 06241

Mailing Address: Same

Occupation: Criminal Intelligence Officer

Phone Number: Home: _____ Business: _____ Cell: 401.742.5664

*E-Mail Address: matthewjameswirth@gmail.com matthew.j.wirth@uscg.mil

1. How long have you lived in Killingly? 1 year 10 months
2. Are you a registered voter of the Town of Killingly? ☒ Yes ☐ No: Yes
3. What is your party affiliation? ☐ Republican ☒ Democrat ☐ Independent (X)
4. Which Board or Commission appointment are you seeking? Historical
5. Would you prefer a **regular** position, **alternate** position, or **it does not matter**. (Please circle one)
6. Why are you seeking appointment to this Board or Commission? I am trying to give back to the community where I live and use the skills that I possess to positively affect those in my community.
7. What is your experience or knowledge regarding this Board or Commission? I have both a law enforcement and educational background with emphasis on geography and history.
8. State your philosophy regarding this Board or Commission: Town or community pride is an important attribute to providing a safe and prosperous place for people to work and live. Understanding the history and the uniqueness of the community is important to building strong foundations with residents/visitors so as to improve the quality of life for everyone in the community.
9. Boards and Commissions meet a minimum of 15 times per year; more if there are special meetings or projects. Therefore, it is required for all members to be in attendance to insure a quorum. Are you able to devote this amount of time? ☐ Yes ☐ No (YES)

10. Have you attended any meetings of the Board or Commission for which you are seeking an appointment? ☐ Yes ☐ No (NO)

If yes, how many times in the past twelve months? _____

11. Would there be a possible conflict of interest if you were appointed to this Board or Commission? ☐ Yes ☐ No

If yes, please explain:

_____ NO _____

12. Have you ever come before or dealt with the Board or Commission to which you are seeking appointment? ☐ Yes ☐ No

If yes, please explain:

_____ NO _____

13. Have you ever served on a local government Board or Commission in this or any other town?

☐ Yes ☐ No

If yes, please explain:

_____ NO _____

14. If no openings exist on the Board or Commission to which you are seeking appointment, would you accept an alternate Board or Commission? ☐ Yes ☐ No (YES)

If yes, please list the Board(s) or Commission(s) in priority order:

1. Public Safety
2. Historical
3. Veterans (if there is one)



TOWN OF KILLINGLY

FINANCE DEPARTMENT

172 Main Street, Killingly, CT 06239

Tel: 860-779-5339 Fax: 860-779-5363

Finance Department Budget Review

October 31, 2022

To: Mary Calorio, Town Manager

October 2022 Revenues

For the first month of the Town's fiscal year 2022-2023 collections appear to be within expectations at 56.48% of the overall budget for general town revenue. In the prior year, October 2021 revenue collections represented 52.96%. Tax collections continue to remain within expectations. Revenues for building permits and conveyance tax continue to exceed expectations due to the current market conditions. Furthermore, year to date building permits include permits collected related to the Frito lay expansion project. In addition, current month receipts include various State of CT grant payments for municipal stabilization, adult education and educational cost sharing. The town received additional funds included in municipal stabilization for municipal revenue sharing that was not committed to the Town at the time of the fiscal year 2023 budget process.

October 2022 Expenditures

Budget to actual results for total Town operations and debt service expenditures are currently at 21.00% for the month of October 2022, compared to 19.88% in the prior year (October 2021). As we enter the new fiscal year, many subscriptions and services with annual renewal become due and payable and several other services are subject to a payment schedule which results in the payment of the first of four quarterly installments. Expenditures that have exceed expectations in terms of current month expenditure line items with significant year to date utilization are as follows:

Current Month Discussion:

1. Town Hall Building - Contractual Services

Current month costs include a service call related to the Town Hall Building heating and cooling system that was outside the scope of the Town's contracted maintenance agreement. In addition, during the current year, the Town entered into an agreement for pest management services for regular insect control. At this time, it is anticipated that overall annual costs will remain within budgeted expectations.

2. Highway Maintenance- Materials and Supplies

Current expenditures reflect purchases for supplies for line striping and drainage projects on various Town roadways for repairs conducted during the summer/fall season. These costs were planned initiatives reflective of what has been approved in the current year budget.

3. Highway Winter Maintenance – Materials and Supplies

Year to date costs represent commitments made for road treatment products (salt and sand) for the upcoming winter season. Overall costs are expected to remain within budgeted expectations.

4. Building Safety & Inspections – Contractual Services

Year to date costs include the purchase of knowledge and reference materials related to updated code books released by the State in October 2022.

October 2022 Expenditures (Continued)

Prior Month Discussion:

1. Town Manager - Contractual Services

Year to date costs represent annual dues and subscriptions which become due and payable for the entire fiscal year. The year-to-date budget to actual is consistent with expectations and the prior year.

2. Assessor – Contractual Services

Consistent with budget expectations, year to date budget to actual includes costs related to knowledge and reference materials, such as motor vehicle pricing guides, necessary for departmental operations.

3. Registration/Elections - Contractual Services

Current expenditures represent the costs associated with the annual maintenance contract for the Town's voter/elections systems is renewable each fiscal year in July.

4. Recreation Admin and Program - Contractual

Consistent with budget expectations, year to date budget to actual includes costs related to summer programs and are consistent with the prior year.

5. Town Council - Contractual Services

Year to date costs represent annual dues for the Town's memberships and affiliations which become due and payable in July for the entire fiscal year. The year-to-date budget to actual is consistent with expectations and the prior year.

6. Town Commissions and Service Agencies

Current expenditures are paid quarterly, semi-annually or as requested for the Town's Commissions and Service Agencies.

7. Information Technology – Contractual Services

Current expenditures for information technology included certain annual and quarterly installments for many of the Town's IT software products. Current costs to date remain with budgeted expectations.

8. Recreation Admin and Program - Personnel Services

Consistent with budget expectations, year to date budget to actual includes the seasonal staff for summer programs and these costs are also consistent with the prior year.

9. Recreation Admin and Program - Contractual

Consistent with budget expectations, year to date budget to actual includes costs related to summer programs and are consistent with the prior year.

10. Public Library - Contractual Services

Costs related to data processing are renewed annually and are within budget expectations.

11. Animal Control – Contractual Services

Animal control services are paid in quarterly installments. Costs are consistent with the prior year and are within current budget expectations.

October 2022 Expenditures (Continued)

Prior Month(s) Discussion (Continued):

12. Human Service Subsidies

A majority of the Town's human service subsidy contracts are paid in quarterly installments. Costs are consistent with the prior year and are within current budget expectations.

13. Employee Benefits

The Town's portion of the contributions made to certain employee's health savings accounts as required by contract are made in July and January each year. Current costs do date remain consistent within budgeted expectations.

14. Insurance

Insurance contracts are paid in quarterly installments. Costs are consistent with the prior year and are within current budget expectations.

TOWN OF KILLINGLY
Estimated Revenue Detail
Monthly Report Through October 31, 2022

REVENUE ITEM	Fiscal Year 2022-2023		
	Budget	October	Percent
TAXES			
Current Property Taxes	37,509,792	23,335,545	62.21%
Back Taxes	520,000	170,936	32.87%
Penalty Fees	6,500	2,227	34.26%
Tax Interest	275,000	67,031	24.37%
Supplemental Motor Vehicle	375,000	-	0.00%
Remediation Financing	(150,595)	-	0.00%
TOTAL	\$38,535,697	23,575,739	61.18%
LICENSES & PERMITS			
Building Permits	235,000	432,106	183.87%
P&Z Permits	17,000	5,095	29.97%
Other Permits	12,000	4,380	36.50%
Airplane Tax	1,500	1,850	123.33%
TOTAL	\$265,500	\$443,431	167.02%
FINES & FEES			
Library Fines & Fees	10,000	2,441	24.41%
Alarm Reg Fees and Fines	6,000	775	12.92%
Dog Licenses	500	1,375	275.00%
TOTAL	\$16,500	\$4,591	27.82%
USE OF MONEY & PROPERTY			
Interest Income	85,000	75,814	89.19%
Louisa E. Day Trust	60	-	0.00%
Thomas J. Evans Trust	30	-	0.00%
Sewer Plant Lease	-	8,000	100.00%
Communication Tower Lease	116,000	32,930	28.39%
TOTAL	\$201,090	\$116,744	58.06%
STATE GRANTS IN LIEU OF TAXES			
State-Owned Property	237,555	-	0.00%
Disability Exemption	5,096	-	0.00%
Veteran's Exemption	9,916	-	0.00%
Municipal Stabilization Grant	268,063	528,621	197.20%
	\$520,630	\$528,621	101.53%
OTHER STATE GRANTS			
Pequot/Mohegan Fund Grant	-	-	0.00%
Municipal Grants - In - Aid	1,228,578	-	0.00%
Connecticard	-	-	0.00%
Adult Education	109,923	78,598	71.50%
TOTAL	\$1,338,501	\$78,598	5.87%

TOWN OF KILLINGLY
Estimated Revenue Detail
Monthly Report Through October 31, 2022

REVENUE ITEM	Fiscal Year 2022-2023		
	Budget	October	Percent
CHARGES OF SERVICE			
Community Development	65,000	-	0.00%
Town Clerk	200,000	50,425	25.21%
Conveyance Tax	260,000	125,973	48.45%
Elderly Housing - Sewer PILOT	29,498	-	0.00%
Recreation	136,000	9,800	7.21%
District Collections	15,286	-	0.00%
TOTAL	705,784	186,198	26.38%
OTHER REVENUES			
Miscellaneous	85,000	90,995	107.05%
Sewer Assessment Fund	15,000	-	0.00%
Sewer Operating Fund	2,280,023	-	0.00%
PILOT - Telecommunications	43,000	-	0.00%
Law Enforcement - SRO Reimbursement	84,000	-	0.00%
School Capital Contribution	213,750	-	0.00%
TOTAL	2,720,773	90,995	3.34%
GENERAL TOWN REVENUE	\$44,304,475	\$25,024,916	56.48%
SCHOOL			
Educational Cost Sharing	15,245,633	3,811,408	25.00%
Vocational Agriculture	645,860	366,892	56.81%
Non-Public School - Health	24,357	-	0.00%
Tuition:			
Regular	1,381,965	-	0.00%
Special Ed-Voluntary	250,000	-	0.00%
Vocational-Agriculture	941,574	-	0.00%
TOTAL	\$18,489,389	4,178,300	22.60%
Fund Balance	2,045,000	-	0.00%
TOTAL REVENUES	64,838,864	29,203,216	45.04%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through October 31, 2022

Expenditure	Fiscal Year 2022-2023			
	Budget	Transfers	October	Percent
GENERAL GOVERNMENT				
Town Council				
Personnel Services	13,500	-	2,625	19.44%
Contractual Services	30,500	-	14,043	46.04%
Materials and Supplies	800	-	-	0.00%
Total	\$44,800	\$0	\$16,668	37.20%
Town Manager				
Personnel Services	268,305	-	63,921	23.82%
Contractual Services	23,850	-	7,194	30.16%
Materials and Supplies	2,500	-	136	5.43%
Total	\$294,655	\$0	\$71,251	24.18%
Legal Services				
Contractual Services	99,200	-	41,296	41.63%
Total	\$99,200	\$0	\$41,296	41.63%
Town Clerk				
Personnel Services	168,010	-	54,945	32.70%
Contractual Services	32,250	-	9,420	29.21%
Materials and Supplies	1,800	-	146	8.11%
Total	\$202,060	\$0	\$64,511	31.93%
Finance				
Personnel Services	250,070	-	88,757	35.49%
Contractual Services	55,710	-	1,937	3.48%
Materials and Supplies	1,600	-	523	32.69%
Total	\$307,380	\$0	\$91,218	29.68%
Assessor				
Personnel Services	184,105	-	55,306	30.04%
Contractual Services	7,620	-	1,860	24.41%
Materials and Supplies	1,300	-	530	40.76%
Total	\$193,025	\$0	\$57,695	29.89%
Revenue Collection				
Personnel Services	200,925	-	62,925	31.32%
Contractual Services	33,660	-	4,946	14.69%
Materials and Supplies	2,000	-	540	26.99%
Total	\$236,585	\$0	\$68,411	28.92%
Registration/Elections				
Personnel Services	57,000	-	11,355	19.92%
Contractual Services	15,750	-	9,003	57.16%
Materials and Supplies	500	-	349	69.78%
Total	\$73,250	\$0	\$20,706	28.27%
Town Comm. & Service Agencies				
Contractual Services	82,282	-	43,856	53.30%
Total	\$82,282	\$0	\$43,856	53.30%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through October 31, 2022

Expenditure	Fiscal Year 2022-2023			
	Budget	Transfers	October	Percent
Planning and Development				
Personnel Services	257,090	-	78,604	30.57%
Contractual Services	6,800	-	868	12.76%
Materials and Supplies	1,000	-	405	40.52%
Total	\$264,890	\$0	\$79,877	30.15%
Information Technology				
Contractual Services	227,340	-	118,872	52.29%
Total	\$227,340	\$0	\$118,872	52.29%
Town Hall Building				
Personnel Services	18,500	-	5,479	29.62%
Contractual Services	67,180	-	24,530	36.51%
Materials and Supplies	3,700	-	1,613	43.59%
Capital Outlay	20,569	-	-	0.00%
Total	\$109,949	\$0	\$31,622	28.76%
Economic Development				
Personnel Services	90,000	-	28,589	31.77%
Contractual Services	9,100	-	1,324	14.55%
Materials and Supplies	500	-	353	70.50%
Total	\$99,600	\$0	\$30,265	30.39%
Highway Division Supervision				
Personnel Services	205,145	-	57,440	28.00%
Contractual Services	6,070	-	1,426	23.50%
Materials and Supplies	600	-	57	9.58%
Capital Outlay	11,714	-	-	0.00%
Total	\$223,529	\$0	\$58,924	26.36%
Engineering				
Personnel Services	416,153	-	108,857	26.16%
Contractual Services	14,550	-	1,165	8.01%
Materials and Supplies	10,000	-	1,387	13.87%
Capital Outlay	11,274	-	-	0.00%
Total	\$451,977	\$0	\$111,409	24.65%
Central Garage				
Personnel Services	245,975	-	75,958	30.88%
Contractual Services	123,800	-	20,698	16.72%
Materials and Supplies	310,200	-	87,694	28.27%
Capital Outlay	6,067	-	-	0.00%
Total	\$686,042	\$0	\$184,349	26.87%
Highway Maintenance				
Personnel Services	892,850	-	244,313	27.36%
Contractual Services	55,250	-	9,232	16.71%
Materials and Supplies	74,750	-	28,076	37.56%
Capital Outlay	1,659,145	-	54,705	3.30%
Total	\$2,681,995	\$0	\$336,326	12.54%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through October 31, 2022

Expenditure	Fiscal Year 2022-2023			
	Budget	Transfers	October	Percent
Highway Winter Maintenance				
Personnel Services	115,000	-	-	0.00%
Contractual Services	9,000	-	0	0.00%
Materials and Supplies	260,000	-	196,520	75.58%
Total	\$384,000	\$0	\$196,520	51.18%
Recreation Admin. & Program				
Personnel Services	392,940	-	157,391	40.05%
Contractual Services	54,250	-	29,086	53.61%
Materials and Supplies	15,400	-	5,736	37.25%
Capital Outlay	3,053	-	-	0.00%
Total	\$465,643	\$0	\$192,213	41.28%
Parks and Grounds				
Personnel Services	180,520	-	75,811	42.00%
Contractual Services	46,275	-	17,913	38.71%
Materials and Supplies	39,200	-	16,044	40.93%
Capital Outlay	34,313	-	-	0.00%
Total	\$300,308	\$0	\$109,768	36.55%
Public Library				
Personnel Services	454,616	-	138,022	30.36%
Contractual Services	127,450	-	71,229	55.89%
Materials and Supplies	12,400	-	6,319	50.96%
Capital Outlay	3,901	-	-	0.00%
Total	\$598,367	\$0	\$215,570	36.03%
Civic & Cultural Activities				
Contractual Services	3,500	-	-	0.00%
Total	\$3,500	\$0	\$0	0.00%
Community Center				
Personnel Services	18,000	-	5,475	30.41%
Contractual Services	78,350	-	18,147	23.16%
Materials and Supplies	7,050	-	3,248	46.08%
Total	\$103,400	\$0	\$26,870	25.99%
Other Town Buildings				
Contractual Services	14,635	-	3,840	26.24%
Materials and Supplies	700	-	-	0.00%
Total	\$15,335	\$0	\$3,840	25.04%
Building Safety & Inspections				
Personnel Services	326,540	-	102,285	31.32%
Contractual Services	8,175	-	2,970	36.33%
Materials and Supplies	1,450	-	80	5.53%
Capital Outlay	22,871	-	-	0.00%
Total	\$359,036	\$0	105,335	29.34%
Animal Control				
Contractual Services	58,535	-	29,268	50.00%
Materials and Supplies	60	-	-	0.00%
Total	\$58,595	\$0	29,268	49.95%

TOWN OF KILLINGLY
Estimated Expenditure Summary
Monthly Report Through October 31, 2022

Expenditure	Fiscal Year 2022-2023			
	Budget	Transfers	October	Percent
Law Enforcement				
Personnel Services	670,500	-	166,017	24.76%
Contractual Services	465,600	-	12,207	2.62%
Materials and Supplies	41,400	-	7,808	18.86%
Capital Outlay	72,144	-	-	0.00%
Total	<u>\$1,249,644</u>	<u>\$0</u>	<u>\$186,032</u>	<u>14.89%</u>
Community Development				
Personnel Services	122,855	-	24,134	19.64%
Contractual Services	6,300	-	579	9.19%
Materials and Supplies	500	-	29	5.84%
Total	<u>\$129,655</u>	<u>\$0</u>	<u>\$24,741</u>	<u>19.08%</u>
Human Service Subsidies				
Contractual Services	640,650	-	350,201	54.66%
Total	<u>\$640,650</u>	<u>\$0</u>	<u>\$350,201</u>	<u>54.66%</u>
Employee Benefits				
Contractual Services	1,691,130	-	574,360	33.96%
Total	<u>\$1,691,130</u>	<u>\$0</u>	<u>\$574,360</u>	<u>33.96%</u>
Insurance				
Contractual Services	712,000	-	359,932	50.55%
Total	<u>\$712,000</u>	<u>\$0</u>	<u>\$359,932</u>	<u>50.55%</u>
Special Reserves & Programs				
Contractual Services	387,000	-	13,101	3.39%
Total	<u>\$387,000</u>	<u>\$0</u>	<u>\$13,101</u>	<u>3.39%</u>
General Town Operating Expenditures	\$13,376,822	\$0	\$3,815,007	28.52%
Debt Service	4,552,762	-	344,965	7.58%
Total	<u>\$4,552,762</u>	<u>\$0</u>	<u>\$344,965</u>	<u>7.58%</u>
Solid Waste Disposal Fund Subsidy	234,801	-	-	0.00%
	<u>234,801</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
Capital Projects Fund	1,300,000	-	0	0.00%
	<u>1,300,000</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
Due To CNR Education	344,680	-	-	0.00%
	<u>344,680</u>	<u>\$0</u>	<u>\$0</u>	<u>0.00%</u>
TOTAL OPERATIONS & DEBT SERVICE	\$19,809,065	\$0	\$4,159,972	21.00%
General Fund - Education	45,029,799	-	6,869,245	15.25%
	<u>45,029,799</u>	<u>\$0</u>	<u>\$6,869,245</u>	<u>15.25%</u>
Total Expenditures	<u>\$64,838,864</u>	<u>\$0</u>	<u>\$11,029,217</u>	<u>17.01%</u>

MEMO: Robert Angeli, Superintendent of Schools
FROM: Christine Clark, Manager of Business Affairs
RE: Monthly Financial Report (September 2022)
DATE: October 18, 2022

Attached please find the financial report for the month of September, the third month of fiscal year 2022-2023, which reflects expenditures and encumbrances of \$10,718,976 or 23.8% of the \$45,029,799 budget.

1. **BUDGET STATUS:** The challenges associated with employee turnover and the staffing of positions have made projections of the related salary and benefit costs particularly difficult to calculate. Vacancies and temporary staffing situations have been valued with placeholders of estimated costs and durations. Staffing costs will remain a primary focus of the budget review over the course of the year. Review of the month's financial reports indicates no specific budget accounts of particular concern. Overall, most accounts are at expected levels of expenditures and encumbrances. Projected costs for special education outplacements as of 9/30/22 are within the budget appropriations. Third-party transportation costs for some of these placements have been included in the analysis. Arrangements are being made and changed as staffing and other conditions change. Current conditions indicate that costs will be variable and create some budget uncertainty throughout the year. At this time, it is not expected that additional transportation costs for the currently recorded outplacements will exceed the budget. Details of the projected costs are provided in the **OTHER** section below.

SALARIES:

The expenditures include seven payroll periods (out of 27) or 26.92% for our full year (twelve month) employees. Salary projections as of 9/30/22 are more fluid than at the same point in prior years due to position vacancies and turnover we continue to experience beyond the usual start of the school year.

Analysis of the Teachers' Salaries (5113) accounts as of 9/30/22 shows a preliminary budget surplus of approximately \$218K. Several placeholders have been included for positions not yet filled or filled with uncertified staff. This figure will change over time as vacancies are filled and certifications are received.

Paraprofessionals (5122)- Projection of paraprofessional salaries reflects an anticipated budget surplus of approximately \$33K as of 9/30/22, primarily due to staff turnover and position vacancies. As of the end of September, approximately twenty budgeted special education paraprofessional positions were open.

BENEFITS:

Health/Dental Insurance (5210)- Three months of contributions to the health insurance fund for 2022-2023 have been made. In line with the salary projections, benefit projections are proving similarly challenging. Based on current enrollments and placeholders for potential additions a line-item surplus of approximately \$480K is indicated. This figure will change with additional hires expected and the normal staffing and coverage changes throughout the year.

HSA Contributions (Health Savings Account) (5212)- As of the end of September most HSA account holders have received 50% of their annual contributions. Agreements for the administrators, supervisors, paraprofessionals, nurses, and teachers call for 50% of the annual contribution to be made in September. The collective bargaining unit agreement for the custodians, secretaries, et al. requires 50% of the annual contribution to the health savings accounts to be deposited in July. The remaining 50% for both groups will be deposited in January 2023. Bus drivers and mechanics receive their contributions throughout the course of the year per the agreement which expired 6/30/22 with terms for 2022-2023 subject to potential changes. Projection of expenditures for HSA contributions based on the current and expected staffing in line with the health/dental insurance expenditures indicates a line-item surplus of approximately \$59,000.

Disability Insurance (5217)- The full year premium for the Board of Education's share (66%) of administrator disability insurance has been encumbered.

HRA Funding (Health Reimbursement Account) (5218)- HRA funding is provided as an alternative to HSA contributions for employees enrolled in Medicare and ineligible to contribute to a health savings account. In lieu of the 50% funding of the health plan deductible, health expenditures up to the annual contribution amount are paid through an administrative service agreement with Stirling Benefits. Health reimbursement account expenditures are recorded in the month incurred. As of 9/30/22, Stirling Benefits was undergoing a conversion with the debit cards issued to participants. Issues with the conversion resulted in no reported expenditures to date. If all currently enrolled participants use their maximum contributions and rollover balances from the prior year, there will be a line-item budget surplus of \$1,625 at year-end.

Pension (5231)- Contribution to the defined benefit pension plan for non-certified staff is actuarially determined and will be booked by the Town by year-end.

Workers' Compensation (5260)- The full year premium has been encumbered for 2022-2023, leaving an available balance of \$1,832. This balance is not expected to materially change.

OTHER:

Pupil Transportation (5510)- While no expenditures were made as of the 9/30/22 report, outside transportation providers are being used to meet several special education runs. The 2022-2023 line-item budget of \$30,000 was prepared with the assumption that most runs would be covered with in-district staffing. For the most part, we are currently covering the regular education runs with in-district staffing. Recruitment efforts and hourly pay increases have been successful in attracting and retaining new drivers. This has been critical to maintaining operations as several of our existing staff members have been unable to work for various reasons. Due to the nationwide bus driver shortage, it is anticipated that recruitment and retention will remain an issue for the foreseeable future. The financial impact is difficult to project, with both staffing and transportation needs evolving throughout the year. This is an area requiring continued monitoring.

Other Insurance & Judgments (5529)- \$14,000 was paid for the annual premium of the interscholastic sports accident medical policy.

Tuition (5560)- Tuition for magnet schools has not yet been encumbered, pending enrollment information from the various schools. A new regular education tuition account has been added for Agricultural Education with a charge of \$325 for an online certificate course for students.

Local and Agency Placement Tuition (5561) and (5562)- Local and agency outplacements per the September 30 report reflect balances of \$876,474 and \$186,121 respectively. Approximately \$3,511,817 of expenditures and encumbrances for local and agency placement tuition has been recorded for known placements. The addition of pending outplacements not yet recorded increases the expected expenditures to \$4,401,772, within the budgeted appropriations of \$4,574,412. Transportation costs related to these placements have been encumbered where contracted, and are expected to change, pending review of transportation arrangements. Excess cost reimbursements for these placements have also not been calculated. The excess cost grant payment was modified during last year's legislative session, to include three tiers of reimbursement percentages based on a town's wealth ranking. The reimbursements range from 70% to 76.25% of costs in excess of 4.5 times the net current expenditures per pupil (NCEP). We received notice from the State Department of Education there may be an issue with the new language which may be addressed with a proposed legislative fix. Further information will be provided in the coming months. Analysis of these accounts will be ongoing as the variables change throughout the year.

Heat Energy (5620)- The 2022-2023 budget of \$3,500 was prepared with the expectation natural gas service would be operational for Killingly High School and Killingly Central School by the end of summer 2022. The heating oil previously budgeted in this line item was removed and replaced with natural gas budgeted in Utilities (5410). Due to unexpected conditions, natural gas service has not begun at either school as of 9/30/22. Propane purchases at KHS of \$3,143 as of 9/30/22 have used almost the entire line-item budget. A line-item deficit is anticipated for heating oil and propane purchases needed for some portion of the year at either or both schools. Lacking sufficient information to

quantify the budgetary impact at this point, the line-items for Utilities (5410) and Heat Energy (5620) have been left at the budgeted amounts for the monthly and quarterly projections.

Contingency (5900)- The 2022-2023 budget was approved at \$1 over the 2021-2022 budget of \$45,029,798 in consideration of unexpended funds from prior years' appropriations. A portion of the reduction required to the Board of Education's proposed budget, or \$275,671, was allocated to the Contingency line item. It represents potential expenditures from the Unexpended Education Funds account (non-lapsing fund), if needed.

2. **BUDGET TRANSFERS:** The following transfers were made in September.

One transfer in excess of \$10,000 approved by the Board of Education at the September 28, 2022 meeting was made:

From: 100-140-00-21500-5113 PPS Teacher Salaries	\$86,043.00
From: 100-140-00-21000-5210 PPS BC/BS- Dental Insurance	\$16,841.43
From: 100-140-00-21000-5212 PPS HSA Contributions	\$ 1,125.00
From: 100-140-00-21000-5213 PPS Life Insurance	\$ 48.12
From: 100-140-00-21500-5225 PPS Medicare	\$ 1,247.62
To: 100-140-00-21000-5330 PPS Professional/Technical Services	\$105,305.17

To transfer PPS department funds from a budgeted Speech & Language Pathologist position to a contracted services line for outsourced speech and language services due to inability to staff the position

Following are additional budget transfers made:

From: 100-110-10-10101-5430 KHS Repairs/Maintenance Services	\$ 652.00
To: 100-110-10-10101-5612 KHS Instructional Supplies	\$ 104.00
To: 100-110-10-10101-5731 KHS Instructional Equipment	\$ 548.00

To transfer KHS Video Technology department funds for purchase of audio/video equipment and supplies for KHS livestream sports broadcasts and video project based on updated curriculum

From: 100-155-00-22100-5550 II Printing and Binding \$ 1,000.00
To: 100-125-25-10000-5731 KMS Instructional Equipment \$ 1,000.00

To transfer Instructional Improvement department funds to KMS for purchase of a cart for Grade 4 Science classes at Westfield

From: 100-110-10-10101-5430 KHS Repairs/Maintenance Services \$ 233.00
To: 100-110-10-10101-5612 KHS Instructional Supplies \$ 233.00

To transfer KHS Video Technology department funds for KTV logo branded mouse pads and office supplies

From: 100-110-10-24000-5890 KHS Other Objects \$ 700.00
To: 100-110-10-10000-5890 KHS Other Objects \$ 700.00

To transfer KHS Administrative department funds for additional catering costs due to higher than expected attendance at Grade 9 family dinner

From: 100-110-10-10110-5612 KHS Instructional Supplies \$ 466.00
To: 100-110-10-10110-5530 KHS Communications \$ 466.00

To transfer KHS Math department funds for additional Kuta software licenses

From: 100-170-70-26000-5430 O/M Repairs/Maintenance Services \$ 3,687.09
To: 100-170-70-26000-5730 O/M Non-Instructional Equipment \$ 3,687.09

To transfer Operations and Maintenance department funds for purchase of replacement water fountains for Grade 4 at Westfield Avenue

From: 100-115-15-10160-5530 Ag-Ed Communications \$ 325.00
To: 100-115-15-10160-5560 Ag-Ed Tuition \$ 325.00

To transfer Ag-Ed funds for UCONN GMO online certificate program of study for students

From: 100-110-10-10030-5530 KHS Communications \$ 1,000.00
To: 100-110-10-10030-5641 KHS Textbooks \$ 1,000.00

To transfer KHS Business Education department funds for purchase of additional textbooks for Accounting and Hospitality pathway courses

From: 100-120-20-24000-5691 KIS Office Supplies \$ 203.00
 To: 100-120-20-24000-5730 KIS Non-Instructional Equipment \$ 203.00

To transfer KIS Administrative department funds for purchase of an office chair

From: 100-130-30-10000-5612 KCS Instructional Supplies \$ 360.00
 To: 100-130-30-24000-5550 KCS Printing and Binding \$ 360.00

To transfer KCS schoolwide funds for purchase of KCS staff logo shirts

3. **QUARTERLY REPORTS ON EXPENDITURES AND REVENUES:** Pursuant to Section 290 of Public Act 19-117, the first quarterly report for 2022-2023 expenditures and revenues has been prepared for submission to the Town.
4. **2021-2022 STATUS:** As of 9/30/22 there are 60 outstanding purchase orders totaling \$267,614 that remain open from fiscal year 2021-2022. Most represent purchases or services not received in their entirety, with many items backordered. Efforts continue to resolve the remaining issues.
5. **SUBSTANTIAL DONATIONS:** In accordance with BOE policy, the following substantial donations were reported to the Business Office during September 2022:

Katherine Mitchell	\$ 1,000.	Donation	KHS Marching Band
Renegade Enterprises	\$ 700.	Sign Sponsor	KHS Athletic Revenue
RE/Max Bell Park	\$ 700.	Sign Sponsor	KHS Athletic Revenue
Desmarais & Sons	\$ 1,000.	Golf Sponsor	KHS Athletic Revenue
Brooklyn General Repair	\$ 1,300.	Golf Sponsor	KHS Athletic Revenue
Zip's Diner	\$ 1,500.	Golf Sponsor	KHS Athletic Revenue
Drock Trucking	\$ 1,500.	Golf Sponsor	KHS Athletic Revenue
North Star Home Loans	\$ 1,700.	Golf Sponsor	KHS Athletic Revenue
Brunet & Co.	\$ 1,700.	Golf Sponsor	KHS Athletic Revenue
Gerardi Insurance	\$ 2,200.	Golf Sponsor	KHS Athletic Revenue
Brooklyn CountryView	\$ 2,200.	Golf Sponsor	KHS Athletic Revenue
RB Greene Trucking	\$ 2,200.	Golf Sponsor	KHS Athletic Revenue
Beagary Charitable Trust	\$52,000.	Donation	KHS Turf Field
Beagary Charitable Trust	\$ 6,000.	Donation	KHS Athletics department
Beagary Charitable Trust	\$ 6,000.	Donation	KHS Music department

If you have any questions or would like to discuss this report, please let me know.

Killingly Public Schools System Object

Report # 113054

Statement Code: Sys Object

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 9/30/2022	Requisitions	Expenditures 7/1/2022 - 9/30/2022	Amount Percent Expended Remaining 7/1/2022 - 9/30/2022
5111 Central Administration	\$354,520.03	\$0.00	\$354,520.03	\$0.00	\$0.00	\$89,978.70	\$264,541.33 25.38 %
5112 School Administration	\$1,954,894.83	\$0.00	\$1,954,894.83	\$0.00	\$0.00	\$498,605.12	\$1,456,289.71 25.51 %
5113 Teachers' Salaries	\$15,818,354.24	\$(86,043.00)	\$15,732,311.24	\$0.00	\$0.00	\$1,302,109.26	\$14,430,201.98 8.28 %
5114 Finance/HR/Computer	\$401,136.58	\$0.00	\$401,136.58	\$0.00	\$0.00	\$103,552.81	\$297,583.77 25.81 %
5115 Tutoring	\$101,560.00	\$0.00	\$101,560.00	\$0.00	\$0.00	\$2,661.00	\$98,899.00 2.62 %
5119 Co-Curricular Stipends	\$383,653.30	\$0.00	\$383,653.30	\$0.00	\$0.00	\$13,097.72	\$370,555.58 3.41 %
5120 Non-Certified Salaries	\$360,323.46	\$0.00	\$360,323.46	\$0.00	\$0.00	\$22,938.86	\$337,384.60 6.37 %
5121 Secretarial/Clerical	\$1,355,521.87	\$0.00	\$1,355,521.87	\$0.00	\$0.00	\$344,338.39	\$1,011,183.48 25.40 %
5122 Para-Professionals	\$2,381,396.37	\$0.00	\$2,381,396.37	\$0.00	\$0.00	\$183,226.40	\$2,198,169.97 7.69 %
5123 Medical/Health	\$586,576.65	\$0.00	\$586,576.65	\$0.00	\$0.00	\$56,281.79	\$530,294.86 9.59 %
5124 Operations & Maintenance	\$1,860,085.90	\$0.00	\$1,860,085.90	\$0.00	\$0.00	\$438,053.98	\$1,422,031.92 23.55 %
5125 Transportation	\$1,088,865.58	\$0.00	\$1,088,865.58	\$0.00	\$0.00	\$149,834.63	\$939,030.95 13.76 %
5126 Substitutes	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$19,459.88	\$380,540.12 4.86 %
5127 Student Services	\$22,000.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$12,915.00	\$9,085.00 58.70 %
5128 Temporary	\$158,550.00	\$0.00	\$158,550.00	\$0.00	\$0.00	\$14,532.00	\$144,018.00 9.17 %
5130 Overtime	\$198,900.00	\$0.00	\$198,900.00	\$0.00	\$0.00	\$40,039.49	\$158,860.51 20.13 %
5131 Computer Maintenance	\$215,255.00	\$0.00	\$215,255.00	\$0.00	\$0.00	\$41,239.10	\$174,015.90 19.16 %

Killingly Public Schools System Object

Report # 113054

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 9/30/2022	Requisitions	Expenditures 7/1/2022 - 9/30/2022	Amount Percent Expended Remaining 7/1/2022 - 9/30/2022
2200 Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
2210 Health/Dental Insurance	\$4,897,413.22	\$(16,841.43)	\$4,880,571.79	\$0.00	\$0.00	\$1,059,254.91	\$3,821,316.88 21.70 %
2212 HSA Contributions	\$509,916.67	\$(1,125.00)	\$508,791.67	\$0.00	\$0.00	\$214,214.56	\$294,577.11 42.10 %
2213 Life Insurance	\$28,606.56	\$(48.12)	\$28,558.44	\$0.00	\$0.00	\$6,596.14	\$21,962.30 23.10 %
2214 Benefits- Early Retirees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
2215 Post-Employment Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
2217 Disability Insurance	\$5,158.32	\$0.00	\$5,158.32	\$3,868.74	\$0.00	\$1,289.58	\$0.00 100.00 %
2218 HRA Funding	\$10,625.00	\$0.00	\$10,625.00	\$0.00	\$0.00	\$0.00	\$10,625.00 0.00 %
2220 FICA	\$466,172.92	\$0.00	\$466,172.92	\$0.00	\$0.00	\$76,867.14	\$389,305.78 16.49 %
2225 Medicare	\$398,371.95	\$(1,247.62)	\$397,124.33	\$0.00	\$0.00	\$46,213.17	\$350,911.16 11.64 %
2230 ERIP Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
2231 Pension	\$165,000.00	\$0.00	\$165,000.00	\$0.00	\$0.00	\$0.00	\$165,000.00 0.00 %
2232 Annuity Contributions	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$1,166.72	\$5,833.28 16.67 %
2250 Unemployment Compensation	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00 0.00 %
2260 Workers' Compensation	\$360,000.00	\$0.00	\$360,000.00	\$179,084.63	\$0.00	\$179,083.33	\$1,832.04 99.49 %
2322 Instructional Improvement	\$30,000.00	\$0.00	\$30,000.00	\$2,518.32	\$0.00	\$7,293.00	\$20,188.68 32.70 %
2323 Pupil Services	\$130,126.00	\$0.00	\$130,126.00	\$0.00	\$0.00	\$7,235.18	\$122,890.82 5.56 %

Killingly Public Schools System Object

Report # 113054

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 9/30/2022	Requisitions	Expenditures 7/1/2022 - 9/30/2022	Amount Percent Expended Remaining 7/1/2022 - 9/30/2022
5324 Field Trips	\$115,875.00	\$0.00	\$115,875.00	\$0.00	\$0.00	\$11,735.59	\$104,139.41 10.13 %
5326 Testing	\$34,850.00	\$0.00	\$34,850.00	\$3,277.45	\$0.00	\$2,809.75	\$28,762.80 17.47 %
5330 Professional/Technical Services	\$505,622.00	\$105,107.97	\$610,729.97	\$182,063.96	\$0.00	\$78,572.34	\$350,093.67 42.68 %
5410 Utilities	\$1,558,822.04	\$0.00	\$1,558,822.04	\$20,778.65	\$0.00	\$211,749.84	\$1,326,293.55 14.92 %
5420 Contracted Maintenance Services	\$810,573.45	\$0.00	\$810,573.45	\$300,309.21	\$74,985.13	\$392,683.34	\$117,580.90 85.49 %
5430 Repairs & Maintenance Services	\$490,582.00	\$ (4,572.09)	\$486,009.91	\$35,844.95	\$452.20	\$47,328.67	\$402,836.29 17.11 %
5432 Technology-Related Repairs/Maintenance	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00 0.00 %
5440 Rentals	\$25,400.00	\$0.00	\$25,400.00	\$1,384.60	\$0.00	\$581.40	\$23,434.00 7.74 %
5510 Pupil Transportation	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00 0.00 %
5520 Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 —
5529 Other Insurance & Judgments	\$18,000.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$14,000.00	\$4,000.00 77.78 %
5530 Communications	\$566,905.92	\$ (961.80)	\$565,944.12	\$88,514.78	\$0.00	\$237,082.79	\$240,346.55 57.53 %
5531 Postage	\$26,000.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$10,027.39	\$15,972.61 38.57 %
5532 Telephone	\$75,900.00	\$0.00	\$75,900.00	\$0.00	\$0.00	\$13,149.52	\$62,750.48 17.32 %
5540 Advertising	\$12,500.00	\$ (400.00)	\$12,100.00	\$0.00	\$0.00	\$3,431.00	\$8,669.00 28.36 %
5550 Printing & Binding	\$29,110.50	\$ (1,840.00)	\$27,270.50	\$4,553.38	\$0.00	\$1,063.09	\$21,654.03 20.60 %
560 Tuition	\$326,975.00	\$325.00	\$327,300.00	\$0.00	\$0.00	\$325.00	\$326,975.00 0.10 %

Killingly Public Schools System Object

Report # 113054

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 9/30/2022	Requisitions	Expenditures 7/1/2022 - 9/30/2022	Amount Percent Expended Remaining 7/1/2022 - 9/30/2022
5561 Local Placement Tuition	\$4,384,411.97	\$0.00	\$4,384,411.97	\$3,263,949.02	\$0.00	\$243,988.62	\$876,474.33 80.01 %
5562 Agency Placement Tuition	\$190,000.00	\$0.00	\$190,000.00	\$0.00	\$0.00	\$3,878.88	\$186,121.12 2.04 %
5580 Travel	\$65,911.00	\$(2,100.00)	\$63,811.00	\$0.00	\$0.00	\$5,980.67	\$57,830.33 9.37 %
5590 Other Purchased Services	\$203,290.00	\$0.00	\$203,290.00	\$0.00	\$0.00	\$95,182.00	\$108,108.00 46.82 %
5611 Instructional Supplies- Warehouse	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 ---
5612 Instructional Supplies	\$169,242.72	\$3,511.00	\$172,753.72	\$28,403.62	\$1,137.92	\$23,318.98	\$121,031.12 29.94 %
5613 Custodial & Maintenance Supplies	\$141,320.00	\$0.00	\$141,320.00	\$5,723.24	\$0.00	\$18,667.34	\$116,929.42 17.26 %
5620 Heat Energy	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,143.25	\$356.75 89.81 %
5626 Motor Fuels & Oils	\$205,000.00	\$0.00	\$205,000.00	\$0.00	\$0.00	\$18,243.26	\$186,756.74 8.90 %
5627 Transportation Supplies	\$137,300.00	\$0.00	\$137,300.00	\$4,257.38	\$0.00	\$43,611.66	\$89,430.96 34.86 %
5641 Textbooks	\$3,256.00	\$1,000.00	\$4,256.00	\$0.00	\$677.25	\$860.75	\$3,395.25 20.22 %
5642 Library Books/Periodicals	\$50,274.63	\$0.00	\$50,274.63	\$744.19	\$0.00	\$1,987.45	\$47,542.99 5.43 %
5691 Office Supplies	\$26,210.60	\$(744.75)	\$25,465.85	\$1,343.03	\$0.00	\$3,176.53	\$20,946.29 17.75 %
5692 Health Supplies	\$18,000.00	\$(300.00)	\$17,700.00	\$3,609.44	\$0.00	\$4,094.58	\$9,995.98 43.53 %
5695 Computer Software & Supplies	\$30,000.00	\$0.00	\$30,000.00	\$2,230.19	\$413.93	\$20,082.27	\$7,687.54 74.37 %
5730 Non-Instructional Equipment	\$26,600.00	\$4,396.84	\$30,996.84	\$11,383.42	\$0.00	\$5,873.52	\$13,739.90 55.67 %
5731 Instructional Equipment	\$32,800.50	\$1,883.00	\$34,683.50	\$6,516.17	\$0.00	\$4,643.15	\$23,524.18 32.17 %

Killingly Public Schools System Object

Report # 113054

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 9/30/2022	Requisitions	Expenditures 7/1/2022 - 9/30/2022	Amount Percent Expended Remaining 7/1/2022 - 9/30/2022
7732 Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
7734 Computer Hardware	\$41,000.00	\$0.00	\$41,000.00	\$525.00	\$0.00	\$32,727.82	\$7,747.18 81.10 %
8810 Dues & Fees	\$114,948.97	\$0.00	\$114,948.97	\$664.00	\$315.00	\$52,516.05	\$61,768.92 46.26 %
890 Other Objects	\$110,303.00	\$0.00	\$110,303.00	\$21,892.72	\$0.00	\$6,941.71	\$81,468.57 26.14 %
900 Contingency	\$(275,670.75)	\$0.00	\$(275,670.75)	\$0.00	\$0.00	\$0.00	\$(275,670.75) 0.00 %
00 General Fund	\$45,029,799.00	\$0.00	\$45,029,799.00	\$4,173,440.09	\$77,981.43	\$6,545,536.07	\$34,310,822.84 23.80 %
GRAND TOTAL	\$45,029,799.00	\$0.00	\$45,029,799.00	\$4,173,440.09	\$77,981.43	\$6,545,536.07	\$34,310,822.84 23.80 %

MEMO: Robert Angeli, Superintendent of Schools
FROM: Christine Clark, Manager of Business Affairs
RE: Monthly Financial Report (October 2022)
DATE: November 10, 2022

Attached please find the financial report for the month of October, the fourth month of fiscal year 2022-2023, which reflects expenditures and encumbrances of \$14,705,484 or 32.66% of the \$45,029,799 budget.

1. **BUDGET STATUS:** This month's report reflects largely the same conditions as last month. However, there have been some financial projections made possible with additional expenditure information available for salaries. The challenges associated with employee turnover and the staffing of positions have made projections of the related salary and benefit costs particularly difficult to calculate. Vacancies and temporary staffing situations have been valued with placeholders of estimated costs and durations. Staffing costs will remain a primary focus of the budget review over the course of the year. Review of the month's financial reports indicates no specific budget accounts of particular concern. Overall, most accounts are at expected levels of expenditures and encumbrances. Projected costs for special education outplacements as of 10/31/22 are within the budget appropriations. At this time, it is not expected that additional transportation costs for the currently recorded outplacements will exceed the budget. Details of the projected costs are provided in the **OTHER** section below.

SALARIES:

The expenditures include nine payroll periods (out of 27) or 33.33% for our full year (twelve month) employees. Central Administration (5111), School Administration (5112), and Finance/HR/Computer (5114) are at the expected expenditure levels. Salary projections as of 10/31/22 are more fluid than at the same point in prior years due to position vacancies and turnover we continue to experience beyond the usual start of the school year.

Analysis of the Teachers' Salaries (5113) accounts as of 10/31/22 shows a preliminary budget surplus of approximately \$290K. Several placeholders have been included for positions not yet filled or filled with uncertified staff. This figure will change over time as vacancies are filled and certifications are received.

Secretarial/Clerical (5121), Operations & Maintenance (5124), and Computer Maintenance (5131) salaries have yet to be projected since the collective bargaining agreement between Killingly Board of Education and AFSCME Local 1303-149 of Council #4 expired June 30, 2022 and is currently in negotiation. Current expenditures

are based on 2021-2022 rates and conditions. Financial impact for 2022-2023 will be determined when retroactive payments are made.

Paraprofessionals (5122)- Projection of paraprofessional salaries reflects an anticipated budget surplus of approximately \$28K as of 10/31/22, primarily due to staff turnover and position vacancies. As of the end of October, approximately twenty budgeted special education paraprofessional positions were open.

Transportation (5125)- A projection of transportation salaries based on the activity and rate of spending as of 10/31/22 indicates a certain line-item deficit. The wage for bus drivers of \$25.00/hour pursuant to the recently settled collective bargaining agreement exceeds the wages budgeted of \$19.00-\$22.00/hour for 2022-2023 by approximately 25%. Bus drivers have received the wage rate of the new agreement since July 1, 2022, so no retroactive wages are due. However, wage adjustments and retroactive pay for van drivers and mechanics still need to be made per the agreement. The magnitude of the deficit is difficult to predict at this point in the year. A calculation of the average daily spend for the thirty-six school days paid as of 10/31/22 projected over the remainder of the year indicates a line-item deficit between \$200,000-\$350,000 depending on the provision made for summer transportation expenditures. Factors affecting driver hours such as driver vacancies, absences, training for new drivers, and changes in routing will continue to change throughout the year and determine the final line-item balance.

Substitutes (5126)- Although only 16.73% of the line-item has been expended as of 10/31/22, the current rate of spending with the existing vacancies and absences indicates a potential deficit by year-end. At this early juncture, a purely mathematical projection of Substitutes based on current year spending of \$93,636 for student days through 10/28/22 indicates that the line-item could be over budget by approximately \$75K by 6/30/23. Monitoring for changes in absences, for the usual sick days and FMLA (Family and Medical Leave Act) and child-rearing leaves, and replacements and their effect on the budget will continue. Longer-term substitute stints for teacher vacancies usually mean higher rates of pay and overall spending.

BENEFITS:

Disability Insurance (5217)- The full year premium for the Board of Education's share (66%) of administrator disability insurance has been encumbered.

HRA Funding (Health Reimbursement Account) (5218)- HRA funding is provided as an alternative to HSA contributions for employees enrolled in Medicare and ineligible to contribute to a health savings account. In lieu of the 50% funding of the health plan deductible, health expenditures up to the annual contribution amount are paid through an administrative service agreement with Stirling Benefits. Health reimbursement account expenditures are recorded in the month incurred. As of 10/31/22, Stirling Benefits was undergoing a conversion with the debit cards issued to participants. Issues with the conversion resulted in no reported expenditures to date. If all currently enrolled

participants use their maximum contributions and rollover balances from the prior year, there will be a line-item budget surplus of \$1,625 at year-end.

Pension (5231)- Contribution to the defined benefit pension plan for non-certified staff is actuarially determined and will be booked by the Town by year-end.

Unemployment Compensation (5250)- As of 10/31/22 no invoices for unemployment compensation have been received or paid. The State of Connecticut rolled out a new tax and benefit system, ReEmployCT, in July 2022. As a reimbursable employer, Killingly Public Schools was to be switched from monthly to quarterly billing, with the first quarterly bill to be sent in July 2022 with charges for April, May, and June 2022. This bill for the last quarter of 2021-2022 has not yet been received, nor has the first quarterly bill for 2022-2023. Experian, our employer services provider, is investigating the issue.

Workers' Compensation (5260)- The full year premium has been encumbered for 2022-2023, leaving an available balance of \$1,832. This balance is not expected to materially change.

OTHER:

Pupil Transportation (5510)- The need for outside transportation providers remains the same for this month as last. While expenditures of only \$1,475 were made as of the 10/31/22 report, outside transportation providers are being used to meet several special education runs and encumbrances of \$17,490 have been recorded. The 2022-2023 line-item budget of \$30,000 was prepared with the assumption that most runs would be covered with in-district staffing. For the most part, we are currently covering the regular education runs with in-district staffing. Recruitment efforts and hourly pay increases have been successful in attracting and retaining new drivers. This has been critical to maintaining operations as several of our existing staff members have been unable to work for various reasons. Due to the nationwide bus driver shortage, it is anticipated that recruitment and retention will remain an issue for the foreseeable future. The financial impact is difficult to project, with both staffing and transportation needs evolving throughout the year. This is an area requiring continued monitoring.

Tuition (5560)- Tuition costs of \$171,623 for magnet schools were encumbered or expended as of 10/31/22, with additional special education tuition charges of approximately \$50,000 expected from the various schools. A new regular education tuition account has been added for Agricultural Education with a charge of \$325 for an online certificate course for students. Magnet school enrollment is down from budgeted, with a projected line-item surplus of \$100,000.

Local and Agency Placement Tuition (5561) and (5562)- Local and agency outplacements per the October 31 report reflect balances of \$122,733 and \$186,121 respectively. Approximately \$4,265,558 of expenditures and encumbrances for local and agency placement tuition has been recorded for known placements. The addition of pending outplacements not yet recorded increases the expected expenditures to \$4,357,507, within

the budgeted appropriations of \$4,574,412. Transportation costs related to these placements have been encumbered where contracted, and are expected to change, pending review of transportation arrangements. Excess cost reimbursements for these placements have been calculated with a reimbursement rate of 70%, but not applied, since the budget appropriations are sufficient to cover the projected expenditures. The excess cost grant payment was modified during last year's legislative session, to include three tiers of reimbursement percentages based on a town's wealth ranking. The reimbursements range from 70% to 76.25% of costs in excess of 4.5 times the net current expenditures per pupil (NCEP). We received notice from the State Department of Education there may be an issue with the new language which may be addressed with a proposed legislative fix. Further information will be provided in the coming months. Analysis of these accounts will be ongoing as the variables change throughout the year.

The following table illustrates the projected costs and budget impact of the available excess cost reimbursement. As of October 31, 2022, total outplacement costs are projected to be within budget; therefore, none of the estimated excess cost reimbursement would be applied to the expenditures. Since the budget appropriation is sufficient for the costs related to the high-cost special education students, the Town would retain the excess cost reimbursement received from the State.

As of October 31, 2022	
Budgeted Local Placement Costs	\$4,384,412
Total Projected Local Placement Costs	\$4,353,628
Excess Cost Reimbursement-Local Placements	\$0
Net Local Placements	\$30,784
Budgeted Agency Placement Costs	\$190,000
Total Projected Agency Placement Costs	\$3,879
Excess Cost Reimbursement- Agency Placements	\$0
Net Agency Placements	\$186,121
Net Outplacements	\$216,905

Heat Energy (5620)- The 2022-2023 budget of \$3,500 was prepared with the expectation natural gas service would be operational for Killingly High School and Killingly Central School by the end of summer 2022. The heating oil previously budgeted in this line item was removed and replaced with natural gas budgeted in Utilities (5410). Due to unexpected conditions, natural gas service has not begun at either school as of 10/31/22. Propane purchases at KHS of \$4,598 as of 10/31/22 have expended the entire line-item budget. Additional heating oil and propane purchases will be needed for some portion of the year at either or both schools. The Utilities (5410) and Heat Energy (5620) line-items will be monitored as information becomes available to quantify the budgetary impact.

Contingency (5900)- The 2022-2023 budget was approved at \$1 over the 2021-2022 budget of \$45,029,798 in consideration of unexpended funds from prior years' appropriations. A portion of the reduction required to the Board of Education's proposed budget, or \$275,671, was allocated to the Contingency line item. It represents potential expenditures from the Unexpended Education Funds account (non-lapsing fund), if needed.

2. **BUDGET TRANSFERS:** No transfers in excess of \$10,000 requiring Board of Education approval were made during the month. The following transfers were made in October.

From: 100-110-10-10100-5530 KHS Communications	\$ 500.00
To: 100-110-10-10100-5731 KHS Instructional Equipment	\$ 500.00

To transfer KHS Technology Education department funds for purchase of Cricut machine

From: 100-120-20-10000-5612 KIS Instructional Supplies	\$ 199.35
To: 100-120-20-10060-5612 KIS Instructional Supplies	\$ 199.35

To transfer KIS Instructional Supplies funding for purchases specific to World Languages instructional materials

From: 100-110-10-10040-5691 KHS Office Supplies	\$ 400.00
To: 100-110-10-10040-5731 KHS Instructional Equipment	\$ 400.00

To transfer KHS Career Education department funds for purchase of a new filing cabinet

From: 100-120-20-10120-5430 KIS Repairs/Maintenance Services \$ 118.00
To: 100-120-20-10120-5612 KIS Instructional Supplies \$ 118.00

To transfer KIS Music department funds for purchase of chair glides to extend the longevity of the chairs

From: 100-150-00-10000-5432 IT Technology-Related Repairs/Maint Svcs \$ 870.00
To: 100-160-00-26600-5691 CO Office Supplies \$ 870.00

To transfer IT department funds to Central Administration for purchases of additional proxy badges due to new staff

From: 100-110-10-10000-5530 KHS Communications \$ 1,350.00
To: 100-110-10-10100-5530 KHS Communications \$ 1,350.00

To transfer KHS Communications funding to Technical Education department for renewal of Chief Architect license

From: 100-115-15-10160-5580 Ag-Ed Travel \$ 2,260.00
To: 100-115-15-10160-5731 Ag-Ed Instructional Equipment \$ 2,260.00

To transfer Ag-Ed funds for purchase of sink for plant science lab

3. **2021-2022 STATUS:** As of 10/31/22 there are 39 outstanding purchase orders totaling \$123,262 that remain open from fiscal year 2021-2022. Most represent purchases or services not received in their entirety, with many items backordered. Efforts continue to resolve the remaining issues.

4. **SUBSTANTIAL DONATIONS:** In accordance with BOE policy, the following substantial donations were reported to the Business Office during October 2022:

EXXON/Mobil	\$ 500.	Donation	KHS Math & Science
Deb Burlingame	\$ 3,000.	Golf Sponsor	KHS Athletic Revenue
Rief Family	\$ 1,600.	Golf Sponsor	KHS Athletic Revenue
CNG Holdings- Jim West	\$ 2,000.	Golf Sponsor	KHS Athletic Revenue
Brooklyn General Repair	\$ 1,300.	Golf Sponsor	KHS Athletic Revenue
Cary Marcoux	\$ 3,000.	Golf Sponsor	KHS Athletic Revenue
Northeast Flooring & Kitchens	\$ 700.	Sign Sponsor	KHS Athletic Revenue
Drock Trucking	\$ 1,000.	KTV Sponsor	KHS Video Tech
Autumnfest Parade Committee	\$ 1,200.	Donation	KHS Band
Railside Tavern	\$ 1,000.	Corporate Sponsor	KHS Video Tech
Spirol International	\$15,000.	Donation- Travel	KHS Robotics

If you have any questions or would like to discuss this report, please let me know.

Killingly Public Schools System Object

Report # 113643

Statement Code: Sys Object

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 10/31/2022	Requisitions	Expenditures 7/1/2022 - 10/31/2022	Amount Percent Expended Remaining 7/1/2022 - 10/31/2022
11 Central Administration	\$354,520.03	\$0.00	\$354,520.03	\$0.00	\$0.00	\$115,683.53	\$238,836.50 32.63 %
12 School Administration	\$1,954,894.83	\$0.00	\$1,954,894.83	\$0.00	\$0.00	\$644,998.29	\$1,309,896.54 32.99 %
13 Teachers' Salaries	\$15,818,354.24	\$(86,043.00)	\$15,732,311.24	\$0.00	\$0.00	\$2,473,892.85	\$13,258,418.39 15.72 %
14 Finance/HR/Computer	\$401,136.58	\$0.00	\$401,136.58	\$0.00	\$0.00	\$133,054.98	\$268,081.60 33.17 %
15 Tutoring	\$101,560.00	\$0.00	\$101,560.00	\$0.00	\$0.00	\$2,806.00	\$98,754.00 2.76 %
19 Co-Curricular Stipends	\$383,653.30	\$0.00	\$383,653.30	\$0.00	\$0.00	\$57,310.32	\$326,342.98 14.94 %
20 Non-Certified Salaries	\$360,323.46	\$0.00	\$360,323.46	\$0.00	\$0.00	\$49,122.35	\$311,201.11 13.63 %
21 Secretarial/Clerical	\$1,355,521.87	\$0.00	\$1,355,521.87	\$0.00	\$0.00	\$444,283.17	\$911,238.70 32.78 %
22 Para-Professionals	\$2,381,396.37	\$0.00	\$2,381,396.37	\$0.00	\$0.00	\$378,029.80	\$2,003,366.57 15.87 %
23 Medical/Health	\$586,576.65	\$0.00	\$586,576.65	\$0.00	\$0.00	\$94,992.08	\$491,584.57 16.19 %
24 Operations & Maintenance	\$1,860,085.90	\$0.00	\$1,860,085.90	\$0.00	\$0.00	\$568,585.23	\$1,291,500.67 30.57 %
25 Transportation	\$1,088,865.58	\$0.00	\$1,088,865.58	\$0.00	\$0.00	\$255,258.63	\$833,606.95 23.44 %
26 Substitutes	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$0.00	\$66,912.50	\$333,087.50 16.73 %
27 Student Services	\$22,000.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$13,305.00	\$8,695.00 60.48 %
28 Temporary	\$158,550.00	\$0.00	\$158,550.00	\$0.00	\$0.00	\$18,387.00	\$140,163.00 11.60 %
29 Overtime	\$198,900.00	\$0.00	\$198,900.00	\$0.00	\$0.00	\$66,474.41	\$132,425.59 33.42 %
31 Computer Maintenance	\$215,255.00	\$0.00	\$215,255.00	\$0.00	\$0.00	\$50,059.10	\$165,195.90 23.26 %

Killingly Public Schools System Object

Report # 113643

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 10/31/2022	Requisitions	Expenditures 7/1/2022 - 10/31/2022	Amount Percent Expended Remaining 7/1/2022 - 10/31/2022
00 Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
10 Health/Dental Insurance	\$4,897,413.22	\$(16,841.43)	\$4,880,571.79	\$0.00	\$0.00	\$1,415,908.57	\$3,464,663.22 29.01 %
12 HSA Contributions	\$509,916.67	\$(1,125.00)	\$508,791.67	\$0.00	\$0.00	\$215,131.22	\$293,660.45 42.28 %
13 Life Insurance	\$28,606.56	\$(48.12)	\$28,558.44	\$0.00	\$0.00	\$8,897.73	\$19,660.71 31.16 %
14 Benefits- Early Retirees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
15 Post-Employment Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
17 Disability Insurance	\$5,158.32	\$0.00	\$5,158.32	\$3,438.88	\$0.00	\$1,719.44	\$0.00 100.00 %
18 HRA Funding	\$10,625.00	\$0.00	\$10,625.00	\$0.00	\$0.00	\$0.00	\$10,625.00 0.00 %
20 FICA	\$466,172.92	\$0.00	\$466,172.92	\$0.00	\$0.00	\$111,563.73	\$354,609.19 23.93 %
25 Medicare	\$398,371.95	\$(1,247.62)	\$397,124.33	\$0.00	\$0.00	\$74,591.77	\$322,532.56 18.78 %
30 ERIP Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
31 Pension	\$165,000.00	\$0.00	\$165,000.00	\$0.00	\$0.00	\$0.00	\$165,000.00 0.00 %
32 Annuity Contributions	\$7,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$1,750.08	\$5,249.92 25.00 %
36 Unemployment Compensation	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00 0.00 %
38 Workers' Compensation	\$360,000.00	\$0.00	\$360,000.00	\$179,084.63	\$0.00	\$179,083.33	\$1,832.04 99.49 %
39 Instructional Improvement	\$30,000.00	\$0.00	\$30,000.00	\$1,451.85	\$0.00	\$8,817.00	\$19,731.15 34.23 %
33 Pupil Services	\$130,126.00	\$0.00	\$130,126.00	\$7,200.00	\$0.00	\$21,128.39	\$101,797.61 21.77 %

Killingly Public Schools System Object

Report # 113643

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 10/31/2022	Requisitions	Expenditures 7/1/2022 - 10/31/2022	Amount Percent Expended Remaining 7/1/2022 - 10/31/2022
14 Field Trips	\$115,875.00	\$0.00	\$115,875.00	\$1,204.90	\$0.00	\$24,632.53	\$90,037.57 22.30 %
16 Testing	\$34,850.00	\$0.00	\$34,850.00	\$2,526.85	\$0.00	\$3,560.35	\$28,762.80 17.47 %
10 Professional/Technical Services	\$505,622.00	\$105,107.97	\$610,729.97	\$310,382.71	\$0.00	\$132,737.37	\$167,609.89 72.56 %
10 Utilities	\$1,558,822.04	\$0.00	\$1,558,822.04	\$20,778.65	\$0.00	\$295,506.16	\$1,242,537.23 20.29 %
10 Contracted Maintenance Services	\$810,573.45	\$0.00	\$810,573.45	\$279,973.11	\$0.00	\$481,147.74	\$49,452.60 93.90 %
10 Repairs & Maintenance Services	\$490,582.00	\$ (4,690.09)	\$485,891.91	\$37,662.21	\$3,727.18	\$79,188.68	\$369,041.02 24.05 %
12 Technology-Related Repairs/Maintenance	\$25,000.00	\$ (870.00)	\$24,130.00	\$0.00	\$0.00	\$0.00	\$24,130.00 0.00 %
10 Rentals	\$25,400.00	\$0.00	\$25,400.00	\$1,232.35	\$0.00	\$733.65	\$23,434.00 7.74 %
10 Pupil Transportation	\$30,000.00	\$0.00	\$30,000.00	\$17,490.00	\$0.00	\$1,475.00	\$11,035.00 63.22 %
10 Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 ---
19 Other Insurance & Judgments	\$18,000.00	\$0.00	\$18,000.00	\$0.00	\$0.00	\$14,000.00	\$4,000.00 77.78 %
10 Communications	\$566,905.92	\$ (1,461.80)	\$565,444.12	\$35,728.38	\$1,373.38	\$304,838.68	\$224,877.06 60.23 %
11 Postage	\$26,000.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$10,027.39	\$15,972.61 38.57 %
12 Telephone	\$75,900.00	\$0.00	\$75,900.00	\$0.00	\$0.00	\$19,362.17	\$56,537.83 25.51 %
10 Advertising	\$12,500.00	\$ (400.00)	\$12,100.00	\$0.00	\$0.00	\$3,431.00	\$8,669.00 28.36 %
10 Printing & Binding	\$29,110.50	\$ (1,840.00)	\$27,270.50	\$7,400.94	\$0.00	\$2,489.09	\$17,380.47 36.27 %
10 Tuition	\$326,975.00	\$325.00	\$327,300.00	\$29,661.00	\$0.00	\$142,287.00	\$155,352.00 52.54 %

Killingly Public Schools System Object

Report # 113643

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 10/31/2022	Requisitions	Expenditures 7/1/2022 - 10/31/2022	Amount Remaining 7/1/2022 - 10/31/2022	Percent Expended
51 Local Placement Tuition	\$4,384,411.97	\$0.00	\$4,384,411.97	\$3,392,219.48	\$0.00	\$869,459.34	\$122,733.15	97.20 %
52 Agency Placement Tuition	\$190,000.00	\$0.00	\$190,000.00	\$0.00	\$0.00	\$3,878.88	\$186,121.12	2.04 %
30 Travel	\$65,911.00	\$(4,360.00)	\$61,551.00	\$0.00	\$0.00	\$7,783.73	\$53,767.27	12.65 %
30 Other Purchased Services	\$203,290.00	\$0.00	\$203,290.00	\$0.00	\$0.00	\$95,182.00	\$108,108.00	46.82 %
11 Instructional Supplies- Warehouse	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	---
12 Instructional Supplies	\$169,242.72	\$3,629.00	\$172,871.72	\$30,185.74	\$103.54	\$35,169.38	\$107,516.60	37.81 %
13 Custodial & Maintenance Supplies	\$141,320.00	\$0.00	\$141,320.00	\$5,204.59	\$0.00	\$26,577.14	\$109,538.27	22.49 %
20 Heat Energy	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$4,598.15	\$(1,098.15)	131.38 %
26 Motor Fuels & Oils	\$205,000.00	\$0.00	\$205,000.00	\$0.00	\$0.00	\$41,221.76	\$163,778.24	20.11 %
27 Transportation Supplies	\$137,300.00	\$0.00	\$137,300.00	\$2,482.10	\$0.00	\$57,263.16	\$77,554.74	43.51 %
11 Textbooks	\$3,256.00	\$1,000.00	\$4,256.00	\$677.25	\$0.00	\$860.75	\$2,718.00	36.14 %
12 Library Books/Periodicals	\$50,274.63	\$0.00	\$50,274.63	\$9,207.74	\$0.00	\$2,115.53	\$38,951.36	22.52 %
11 Office Supplies	\$26,210.60	\$(274.75)	\$25,935.85	\$1,469.71	\$0.00	\$5,410.87	\$19,055.27	26.53 %
12 Health Supplies	\$18,000.00	\$(300.00)	\$17,700.00	\$3,609.44	\$0.00	\$4,217.58	\$9,872.98	44.22 %
15 Computer Software & Supplies	\$30,000.00	\$0.00	\$30,000.00	\$285.00	\$0.00	\$22,103.35	\$7,611.65	74.63 %
10 Non-Instructional Equipment	\$26,600.00	\$4,396.84	\$30,996.84	\$9,859.24	\$0.00	\$7,397.70	\$13,739.90	55.67 %
11 Instructional Equipment	\$32,800.50	\$5,043.00	\$37,843.50	\$6,574.00	\$449.99	\$10,389.60	\$20,879.90	44.83 %

Killingly Public Schools System Object

Report # 113643

Account Number / Description	Adopted Budget 7/1/2022 - 6/30/2023	Transfers 7/1/2022 - 6/30/2023	Revised Budget 7/1/2022 - 6/30/2023	Encumbrances 7/1/2022 - 10/31/2022	Requisitions	Expenditures 7/1/2022 - 10/31/2022	Amount Remaining 7/1/2022 - 10/31/2022	Percent Expended
12 Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	--
14 Computer Hardware	\$41,000.00	\$0.00	\$41,000.00	\$4,291.67	\$0.00	\$33,662.32	\$3,046.01	92.57 %
10 Dues & Fees	\$114,948.97	\$0.00	\$114,948.97	\$2,717.00	\$0.00	\$55,357.05	\$56,874.92	50.52 %
10 Other Objects	\$110,303.00	\$0.00	\$110,303.00	\$18,981.90	\$0.00	\$12,690.92	\$78,630.18	28.71 %
10 Contingency	\$(275,670.75)	\$0.00	\$(275,670.75)	\$0.00	\$0.00	\$0.00	\$(275,670.75)	0.00 %
1 General Fund	\$45,029,799.00	\$0.00	\$45,029,799.00	\$4,422,981.32	\$5,654.09	\$10,282,502.52	\$30,324,315.16	32.66 %
TOTAL	\$45,029,799.00	\$0.00	\$45,029,799.00	\$4,422,981.32	\$5,654.09	\$10,282,502.52	\$30,324,315.16	32.66 %

KILLINGLY PUBLIC SCHOOLS

Current and Projected Revenues 2022-2023

As of September 30, 2022

TOWN BUDGET BOOK	TOWN BUDGET CODE	TOWN 2022-2023 BUDGET	REVENUES RECEIVED AS OF 9/30/22	PROJECTED REVENUES TO 6/30/23 as of 9/30/22	2022-2023 BUDGET TO PROJECTION
OTHER REVENUES					
School Capital Contribution	40410	213,750	-	202,500	(11,250)
TOTAL		213,750	-	202,500	(11,250)
SCHOOL REVENUES					
Education Cost Sharing (ECS)	40216	15,245,633	-	15,245,633	-
School Transportation	40217	-	-	-	-
Agriculture Science and Tech Ed Operating Cost Grant Tuition:	40219	645,860	183,446	733,784	87,924
Regular	40411	1,381,965	-	1,309,230	(72,735)
Special Ed-Voluntary (Other Districts)	40412	250,000	-	250,000	-
Vocational-Agriculture	40413	941,574	-	886,990	(54,584)
F-1 Student	40417	-	-	-	-
Non-Public School-Health	40220	24,357	-	24,357	-
Non-Public School-Transportation	40221	-	-	-	-
TOTAL SCHOOL REVENUES ONLY		18,489,389	183,446	18,449,994	(39,395)
TOTAL ALL REVENUES		18,703,139	183,446	18,652,494	(50,645)

Information provided per Section 290 of Public Act 19-117 (effective 7/1/19)

KILLINGLY PUBLIC SCHOOLS

Current and Projected Expenditures by Object Code 2022-2023

As of September 30, 2022

Account Number / Description	Revised Budget 7/1/2022 - 6/30/2023	Expenditures & Encumbrances 7/1/2022 - 9/30/2022	Amount Remaining 7/1/2022 - 9/30/2022	Estimated Expenditures to 6/30/23	Projected Balance 6/30/2023
5111 Central Administration	\$354,520.03	\$89,978.70	\$264,541.33	\$264,541.33	\$0.00
5112 School Administration	\$1,954,894.83	\$498,605.12	\$1,456,289.71	\$1,447,772.33	\$8,517.38
5113 Teachers' Salaries	\$15,732,311.24	\$1,302,109.26	\$14,430,201.98	\$14,212,258.45	\$217,943.53
5114 Finance/HR/Computer	\$401,136.58	\$103,552.81	\$297,583.77	\$297,583.77	\$0.00
5115 Tutoring	\$101,560.00	\$2,661.00	\$98,899.00	\$98,899.00	\$0.00
5119 Co-Curricular Stipends	\$383,653.30	\$13,097.72	\$370,555.58	\$370,555.58	\$0.00
5120 Non-Certified Salaries	\$360,323.46	\$22,938.86	\$337,384.60	\$299,362.08	\$38,022.52
5121 Secretarial/Clerical	\$1,355,521.87	\$344,338.39	\$1,011,183.48	\$1,015,196.66	(\$4,013.18)
5122 Para-Professionals	\$2,381,396.37	\$183,226.40	\$2,198,169.97	\$2,164,985.25	\$33,184.72
5123 Medical/Health	\$586,576.65	\$56,281.79	\$530,294.86	\$536,430.75	(\$6,135.89)
5124 Operations & Maintenance	\$1,860,085.90	\$438,053.98	\$1,422,031.92	\$1,394,517.08	\$27,514.84
5125 Transportation	\$1,088,865.58	\$149,834.63	\$939,030.95	\$939,030.95	\$0.00
5126 Substitutes	\$400,000.00	\$19,459.88	\$380,540.12	\$380,540.12	\$0.00
5127 Student Services	\$22,000.00	\$12,915.00	\$9,085.00	\$14,937.50	(\$5,852.50)
5128 Temporary	\$158,550.00	\$14,532.00	\$144,018.00	\$144,018.00	\$0.00
5130 Overtime	\$198,900.00	\$40,039.49	\$158,860.51	\$176,111.42	(\$17,250.91)
5131 Computer Maintenance	\$215,255.00	\$41,239.10	\$174,015.90	\$169,022.28	\$4,993.62
5200 Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5210 Health/Dental Insurance	\$4,880,571.79	\$1,059,254.91	\$3,821,316.88	\$3,340,941.66	\$480,375.22
5212 HSA Contributions	\$508,791.67	\$214,214.56	\$294,577.11	\$236,000.00	\$58,577.11
5213 Life Insurance	\$28,558.44	\$6,596.14	\$21,962.30	\$21,163.43	\$798.87
5214 Benefits- Early Retirees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5215 Post-Employment Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5217 Disability Insurance	\$5,158.32	\$5,158.32	\$0.00	\$0.00	\$0.00
5218 HRA Funding	\$10,625.00	\$0.00	\$10,625.00	\$10,625.00	\$0.00
5220 FICA	\$466,172.92	\$76,867.14	\$389,305.78	\$385,650.03	\$3,655.75
5225 Medicare	\$397,124.33	\$46,213.17	\$350,911.16	\$346,905.14	\$4,006.02
5230 ERIP Contributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5231 Pension	\$165,000.00	\$0.00	\$165,000.00	\$165,000.00	\$0.00
5232 Annuity Contributions	\$7,000.00	\$1,166.72	\$5,833.28	\$5,833.28	\$0.00
5250 Unemployment Compensation	\$50,000.00	\$0.00	\$50,000.00	\$50,000.00	\$0.00
5260 Workers' Compensation	\$360,000.00	\$358,167.96	\$1,832.04	\$0.00	\$1,832.04

KILLINGLY PUBLIC SCHOOLS

Current and Projected **Expenditures** by Object Code 2022-2023

As of September 30, 2022

Account Number / Description	Revised Budget 7/1/2022 - 6/30/2023	Expenditures & Encumbrances 7/1/2022 - 9/30/2022	Amount Remaining 7/1/2022 - 9/30/2022	Estimated Expenditures to 6/30/23	Projected Balance 6/30/2023
5322 Instructional Improvement	\$30,000.00	\$9,811.32	\$20,188.68	\$20,188.68	\$0.00
5323 Pupil Services	\$130,126.00	\$7,235.18	\$122,890.82	\$122,890.82	\$0.00
5324 Field Trips	\$115,875.00	\$11,735.59	\$104,139.41	\$104,139.41	\$0.00
5326 Testing	\$34,850.00	\$6,087.20	\$28,762.80	\$28,762.80	\$0.00
5330 Professional/Technical Services	\$610,729.97	\$260,636.30	\$350,093.67	\$350,093.67	\$0.00
5410 Utilities	\$1,558,822.04	\$232,528.49	\$1,326,293.55	\$1,326,293.55	\$0.00
5420 Contracted Maintenance Services	\$810,573.45	\$692,992.55	\$117,580.90	\$117,580.90	\$0.00
5430 Repairs & Maintenance Services	\$486,009.91	\$83,173.62	\$402,836.29	\$402,836.29	\$0.00
5432 Technology-Related Repairs/Maintenance	\$25,000.00	\$0.00	\$25,000.00	\$25,000.00	\$0.00
5440 Rentals	\$25,400.00	\$1,966.00	\$23,434.00	\$23,434.00	\$0.00
5510 Pupil Transportation	\$30,000.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00
5529 Other Insurance & Judgments	\$18,000.00	\$14,000.00	\$4,000.00	\$0.00	\$4,000.00
5530 Communications	\$565,944.12	\$325,597.57	\$240,346.55	\$240,346.55	\$0.00
5531 Postage	\$26,000.00	\$10,027.39	\$15,972.61	\$15,972.61	\$0.00
5532 Telephone	\$75,900.00	\$13,149.52	\$62,750.48	\$65,540.00	(\$2,789.52)
5540 Advertising	\$12,100.00	\$3,431.00	\$8,669.00	\$8,669.00	\$0.00
5550 Printing & Binding	\$27,270.50	\$5,616.47	\$21,654.03	\$21,654.03	\$0.00
5560 Tuition	\$327,300.00	\$325.00	\$326,975.00	\$326,975.00	\$0.00
5561 Local Placement Tuition	\$4,384,411.97	\$3,507,937.64	\$876,474.33	\$849,955.37	\$26,518.96
5562 Agency Placement Tuition	\$190,000.00	\$3,878.88	\$186,121.12	\$40,000.00	\$146,121.12
5580 Travel	\$63,811.00	\$5,980.67	\$57,830.33	\$57,830.33	\$0.00
5590 Other Purchased Services	\$203,290.00	\$95,182.00	\$108,108.00	\$108,108.00	\$0.00
5611 Instructional Supplies- Warehouse	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5612 Instructional Supplies	\$172,753.72	\$51,722.60	\$121,031.12	\$121,031.12	\$0.00
5613 Custodial & Maintenance Supplies	\$141,320.00	\$24,390.58	\$116,929.42	\$116,929.42	\$0.00
5620 Heat Energy	\$3,500.00	\$3,143.25	\$356.75	\$356.75	\$0.00
5626 Motor Fuels & Oils	\$205,000.00	\$18,243.26	\$186,756.74	\$186,756.74	\$0.00
5627 Transportation Supplies	\$137,300.00	\$47,869.04	\$89,430.96	\$89,430.96	\$0.00
5641 Textbooks	\$4,256.00	\$860.75	\$3,395.25	\$3,395.25	\$0.00
5642 Library Books/Periodicals	\$50,274.63	\$2,731.64	\$47,542.99	\$47,542.99	\$0.00
5691 Office Supplies	\$25,465.85	\$4,519.56	\$20,946.29	\$20,946.29	\$0.00
5692 Health Supplies	\$17,700.00	\$7,704.02	\$9,995.98	\$9,995.98	\$0.00
5695 Computer Software & Supplies	\$30,000.00	\$22,312.46	\$7,687.54	\$7,687.54	\$0.00

KILLINGLY PUBLIC SCHOOLS

Current and Projected **Expenditures** by Object Code 2022-2023

As of September 30, 2022

Account Number / Description	Revised Budget 7/1/2022 - 6/30/2023	Expenditures & Encumbrances 7/1/2022 - 9/30/2022	Amount Remaining 7/1/2022 - 9/30/2022	Estimated Expenditures to 6/30/23	Projected Balance 6/30/2023
5730 Non-Instructional Equipment	\$30,996.84	\$17,256.94	\$13,739.90	\$13,739.90	\$0.00
5731 Instructional Equipment	\$34,683.50	\$11,159.32	\$23,524.18	\$23,524.18	\$0.00
5732 Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5734 Computer Hardware	\$41,000.00	\$33,252.82	\$7,747.18	\$7,747.18	\$0.00
5810 Dues & Fees	\$114,948.97	\$53,180.05	\$61,768.92	\$61,768.92	\$0.00
5890 Other Objects	\$110,303.00	\$28,834.43	\$81,468.57	\$81,468.57	\$0.00
5900 Contingency	(\$275,670.75)	\$0.00	(\$275,670.75)	\$0.00	(\$275,670.75)
100 General Fund TOTAL	\$45,029,799.00	\$10,718,976.16	\$34,310,822.84	\$33,566,473.89	\$744,348.95
Information provided per Section 290 of Public Act 19-117 (effective 7/1/19)					

Town of Killingly
Town Manager's Report
November 22, 2022

1. KB Ambulance Board of Directors

As part of KB Ambulance's by-laws, the Town of Killingly has representation on their Board of Directors. The Town Council appoints a member to serve on the KB Ambulance Board of Directors. I was notified by KB Ambulance that the Killingly representative has stepped down. This leaves a vacancy on this Board. The Town Council appoints the representative. I will add this to the advertising of open positions.

2. Employee Holiday & Recognition Luncheon

Annually the Town celebrates our employees and recognizes their years of service to the Town at a luncheon in December. This year's luncheon will be held on December 15th (flyer attached). All Town buildings will close at 12pm for the day. Staff will gather at the Community Center to enjoy a catered lunch and celebrate the years of service of their colleagues. Town Council members are welcome to join us. Please RSVP to my office if you plan to attend.

3. KMS - Update

On November 3, 2022, the State Office of School Construction issued the approval to proceed with the bidding process. Bids have been issued and are due on December 8th. Bid submissions will then be evaluated for responsiveness. We will be looking for the Permanent Building Commission to hold a special meeting before the Christmas holiday when Downes Construction will make recommendations on bid awards. This will allow for the bid awards to be communicated before the holiday season and allow for the contractors to begin the mobilization process to remain on schedule.

4. Electronic Vehicle Charging Stations

The Town has submitted grant applications to Eversource for the purchase and installation of Electronic Vehicle (EV) charging locations. The proposed locations would be as follows:

1. Town Hall – 1 unit to replace the existing unit – Cost \$14,000
2. 79 Westfield Ave – 2 new units – located near the new Community Center entrance – Cost \$42,000
3. Library – 2 new units – one located near the main entrance and the second located in the island near the Marie Chartier Community Room entrance – Cost \$40,000
4. Brickyard/Art Park – 1 new unit – centrally located between the Brickyard and Art Park – Cost \$14,000

The current Eversource program lists a maximum reimbursement of \$40,000 per site. We are waiting for the response from Eversource with the grant award which will detail the amount of the cost Eversource will cover and the remaining costs that will be the Town share. Once we received that notification, we will bring the projects forward to the Town Council for funding consideration.

5. Tax Sale

A tax sale was conducted by attorney Adam Cohen with Pullman & Comley on November 3, 2022 at the Town Hall. There were five lots of properties up for auction that day. I've attached the Notice of Tax Sale which outlines all of the properties, the back taxes, liens and associated fees. All properties were sold at tax sale. The Town collected \$23,972.61 in taxes and \$3,413.25 in sewer fees.

6. Family Ice Skating

The Recreation Department has worked with the Pomfret Recreation Department to have access to ice skating throughout the winter. The ice skating is held at Pomfret School's Jahn Ice Hockey Rink starting in December. The flyer is attached. For more information, reach out to our Recreation department.

7. Meetings Attended

Bi-weekly KMS Project planning meeting

CCM Board Meeting

CCM Legislative Committee Meeting

Permanent Building Committee Regular Meeting

NECCOG Regular Meeting

Panelist at National Academy of Public Administration Fall Meeting – CT Public Sector Workforce Development



Holiday Luncheon

Thursday, December 15, 2022 at 12:30 PM.

*We will be celebrating the
accomplishments of 2022
in the*

Little Theater on Broad Street.

Years of Service Recognition

David Cappachione

Mathew Dube

Anthony Eisle

Linda Newcomb

Claudette Stockwell

NOTICE OF TAX SALE AND DELINQUENCIES

November 3, 2022 10:00 a.m.

The Town of Killingly and/or Dayville Fire District will sell the following properties at public auction today in accordance with Connecticut General Statutes § 12-157 for delinquent taxes and charges. The total delinquencies (and starting bids) are:

Street Address / Owner	<u>25 + 33 LaFleur and 119 Reynolds St (Desautels)</u>	<u>28 Ballouville Rd (Johnson)</u>	<u>29 L'Homme St (Whalen)</u>	<u>38 Laurel Dr (Montella)</u>	<u>225 Wauregan Rd (Sec. of Housing)</u>
Real Estate Tax Principal	\$930.13	\$10,636.08	\$11,301.68	\$35.74	\$215.48
Real Estate Tax Interest	\$1,281.11	\$4,450.80	\$4,105.02	\$17.48	\$245.21
Real Estate Lien Fees	\$1,008.00	\$96.00	\$192.00	\$96.00	\$264.00
Motor Vehicle Taxes	\$438.99	\$89.60	\$0.00	\$0.00	\$0.00
Sewer Charges	\$0.00	\$4,176.02	\$3,413.25	\$0.00	\$0.00
Code Enforcement	\$0.00	\$426.74	\$0.00	\$0.00	\$0.00
Auction Expenses	\$767.91	\$870.63	\$750.91	\$691.05	\$691.05
Attorney's Fees	<u>\$2,950.00</u>	<u>\$3,950.00</u>	<u>\$3,950.00</u>	<u>\$2,950.00</u>	<u>\$2,950.00</u>
TOTAL	\$7,376.14	\$24,695.87	\$23,712.86	\$3,790.27	\$4,365.74

Qualified bidders must present a deposit of at least \$5,000.00 per parcel in certified funds payable to "Pullman & Comley, Trustee," and pay the balance of the sale price by 4:00 p.m. on November 8, 2022 or forfeit that deposit. **ALL OTHER PROPERTIES SLATED FOR AUCTION TODAY HAVE BEEN REMOVED DUE TO PAYMENT.**

All attendees are encouraged to remain six feet apart, wear tightly-woven masks covering their mouths and noses, limit contact with shared surfaces, and obey all other COVID-19 safety guidelines posted or announced at the sale. Attendance is forbidden for anyone with fever, cough, fatigue, respiratory distress, or other symptoms. Deposits by certified check only -- NO CASH.



Pomfret Recreation Department Sponsors:

Family Ice Skating



No children under 16 are allowed to stay and skate without an adult who is supervising them. We are not responsible for missing or lost items left at the rink

No guest passes. Passes can not be transferred to other people. Admittance with family/single season pass only. ID's will be checked.



AT POMFRET SCHOOL'S JAHN ICE HOCKEY RINK -STARTING IN DECEMBER, 2022 —FEBRUARY, 2023

A SCHEDULE & TICKETS WILL BE SENT AFTER YOUR PAID REGISTRATION IS RECEIVED

SUNDAYS FROM 4:15 to 6:15 pm

*TIMES AND DATES ARE SUBJECT TO CHANGE

Pomfret Recreation Family Skating Registration Form

Pomfret Residents: Single: \$75.00 Family: \$80.00 / Non-Resident: Single \$80.00 Non Resident Family \$85.00

Person filling out this form: _____

Please list first and last name of skaters to be placed on the pass, and if children are to receive a pass, please list their full name and their age: _____

Note: Age 19 and older is considered an adult—only 2 adults are allowed per family FAMILY — IMMEDIATE FAMILY THAT RESIDES IN THE HOME
Singles: are not allowed to bring a guest—two or more becomes a family pass

Complete Mailing Address: _____ Email _____

Make check payable to "Pomfret Recreation Dept." and mail to: Town of Pomfret, Recreation Dept., 5 Haven Rd. Pomfret Center, CT 06259. Please read carefully: Assumption of risk and release. Please enroll me/my family in the Pomfret Rec. Dept. Family Ice Skating Program. I agree to assume all responsibility for all risk or damage that may occur to me/my children/us as participants in this program. In consideration of being enrolled in this program, I hereby, for myself, my heirs, executors and administrators, release and discharge the Town of Pomfret (including Constables), Pomfret School, Pomfret Recreation Commission or others from all claims, damages, rights of action, present or future, whether the same be known anticipated or unanticipated, resulting from or arising out of, or incident to me/my family's participation in this program. I also understand that if I or my children do not follow the rules of the rink or become disruptive, I may be asked to leave the premises and may have to forfeit my season pass without reimbursement.



Signature: _____ Date: _____
Check # _____ or Cash _____ Amount Paid _____
Please sign and return and we will mail back to you the tickets and schedule.

*Skating times are subject to change based on schedule changes weather or other circumstances unknown at this time.

POMFRET RECREATION FAMILY ICE SKATING SCHEDULE 2022-2023

December 2022

Sun 12/4 4:45 to 6:45 pm
Sun 12/11 6:30 to 8:30 pm
Sun 12/18 4:15 to 6:15 pm

January 2023

Sun 1/8 4:15 to 6:15 pm
Sun 1/15 4:15 to 6:15 pm
Sun 1/22 4:15 to 6:15 pm
Sun 1/29 4:15 to 6:15 pm

February 2023

Sun 2/5 4:15 to 6:15 pm
Sun 2/12 4:15 to 6:15 pm
Sun 2/19 4:15 to 6:15 pm
Sun 2/26 4:15 to 6:15 pm

IF WE ARE HAVING BAD WEATHER YOU SHOULD CHECK
THE TOWN WEBSITE TO SEE IF SKATING IS CANCELLED.
WWW.POMFRETCT.GOV/RECREATION

You must bring your own skates. You'll need to wear a winter hat on the ice at all times (A baseball cap or headband is not considered a winter hat). No admission without your skating tags—guests are not allowed to skate.

Schedule is subject to change. If the weather is bad, please check the Recreation Website for cancellation:
www.pomfretct.gov/recreation

Cancellations if need be will be posted on this site.

Mr. Robert J. Angeli
Superintendent of Schools
rangeli@killinglyschools.org



Dr. Sue Nash-Ditzel
Assistant Superintendent
snash@killinglyschools.org

October 13, 2022

Mary Calorio, Killingly Town Manager
172 Main Street
Danielson, CT 06239

Dear Mary,

In accordance with the Memorandum of Understanding between the Town Council of the Town of Killingly and the Killingly Board of Education, regarding the management of the Unexpended Education Funds Account or Non-Lapsing Account, please consider this letter as notification that on October 12, 2022 the Board passed the following motions:

Motion to approve up to \$25,000 from the non-lapsing account to fund elevator repairs/upgrades located at the 79 Westfield Avenue building.

Motion to approve up to \$250,000 from the non-lapsing account to fund the KMS kitchen renovation project.

Please feel free to share this with members of the Town Council. If there any questions or concerns, please do not hesitate to contact me.

Sincerely,

Robert Angeli
Superintendent of Schools

Cc: Christine Clark, KPS Manager of Business Affairs
Mike Vassar, KPS Operations and Maintenance Supervisor

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution authorizing an amount up to \$266,404 of the Economic Development Trust Funds for local match of the CT Community Challenge Grant for improvements to municipal parking lot areas between Main Street and School Street

ITEM SUBMITTED BY: Jill St. Clair, ED Director
Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: November 22, 2022

TOWN MANAGER APPROVAL:



ITEM SUMMARY: This item would authorize the use of Economic Development Trust Funds up to the amount of \$266,404 as the local match to the CT Community Challenge Grant funds for improvements to the back building entrances and municipally owned parking lot areas located between Main Street and School Street. This project is to enhance the space for placemaking and to drive economic development in the downtown. The Town was awarded a CT Community Challenge Grant for the redevelopment of underutilized space in municipally owned parking lot areas. This project was presented to the Town Council during the March 1, 2022, Special Town Council Meeting by the Economic Development Commission.

The total project budget is \$1,926,621. The funding is as follows:

CT Communities Challenge Grant	\$1,000,000
Danielson Borough ARPA Funding	\$ 130,000
Town In-Kind Services	\$ 530,217
Town Local Match	\$ 266,404

The Town In-Kind Services includes the original purchase cost of the parking lot, the conceptual design cost, and Town employee labor and equipment for construction, administration, and inspection.

At the special meeting on October 17, 2022, the Economic Development Commission unanimously voted to recommend to the Town Council the utilization of the Economic Development Trust Funds for this purpose.

FINANCIAL SUMMARY:
has a current balance of \$304,311.51.

The Economic Development Trust

STAFF RECOMMENDATION:

Approval of the Resolution

TOWN ATTORNEY REVIEW:

N/A

COUNCIL ACTION DESIRED:

Action on the Resolution

SUPPORTING MATERIALS:

Resolution

**RESOLUTION AUTHORIZING AN AMOUNT UP TO \$266,404 OF THE
ECONOMIC DEVELOPMENT TRUST FUNDS FOR LOCAL MATCH OF THE
CT COMMUNITY CHALLENGE GRANT FOR IMPROVEMENTS TO
MUNICIPAL PARKING AREAS BETWEEN MAIN STREET AND SCHOOL
STREET**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager be herein authorized an amount up to \$266,404 in funding from the Economic Development Trust Fund for conceptual design work on improvements to the municipal parking areas between Main Street and School Street.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 22nd day of November 2022

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on November 22, 2022, 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. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

(Seal)

AGENDA ITEM COVER SHEET

ITEM: **Consideration and action on a Resolution to introduce and set a public hearing and special town meeting for December 13, 2022 on an ordinance to authorize the purchase of property at 26 Soap Street from United We Stand LLC.**

ITEM PREPARED BY: Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: November 22, 2022

TOWN MANAGER APPROVAL:



ITEM SUMMARY: This item is a resolution setting the Public Hearing and Special Town meeting on the proposed Ordinance to authorize a Purchase and Sale Agreement between the Town and United We Stand, LLC. for the purchase of property at 26 Soap Street in the amount of \$420,000. The Town has been evaluating properties for the relocation of the administrative offices of our law enforcement division as the Town continues to grow this department. Recognizing that the long-term goal of the Town is to move to a municipal police force, the Town needs to identify a midterm location which will allow the program to grow as the community determines the needs/location and investment for a full police facility that will be needed to become an independent municipal department. The proposed facility meets those midterm needs of the department.

The current office space is located in the Town Hall and is at maximum capacity with six officers. The Town is in the process of hiring two additional officers. With those additions the existing space is insufficient. The Town Council authorized the use of up to \$800,000 of American Rescue Plan Act Funding (ARPA) for the relocation of law enforcement administrative offices.

Department staff has evaluated nine locations throughout town. Many spaces would have required ongoing leases. This property affords a central location, minimal renovations for occupancy use and close connection to our fiber network. The appraisal valued the property with no fixed assets at \$420,000.

The property was fully renovated in 2016, including all mechanical systems. The owner also constructed a three-bay garage. This will be utilized for vehicle and equipment storage. The rear portion of the property, behind the garage, is secured with fencing. The property has well water and town sewer.

The draft Purchase and Sale agreement provides the Town a due diligence period. During which the Town will be able to perform environmental, system and facility testing prior to closing on the sale. If any of the results are unacceptable, the Town will be able to terminate the agreement without penalty.

There are several personal property assets which we will be purchasing separate from the purchase of the real estate. Those items include an 11,000 lb vehicle lift, 20-foot storage

container and security camera system. The purchase price for those items is \$15,000. The estimated cost to purchase and install these items would be approximately \$22,000-\$25,000.

The property would require some additional renovations specific to the intended use. These renovations include restroom reconfiguration, security hardening of the exterior openings, installation of fiber connection, installation of an external call box and installation of a generator. The estimated cost of renovations is \$210,000. Resulting in an estimated investment in the facility at \$630,000.

FINANCIAL SUMMARY: The Town Council has authorized the use of up to \$800,000 of ARPA funds for the relocation of the law enforcement administrative offices. The purchase price and estimated renovation costs are well within that budgeted authorization. The estimated annual operating costs of the building are around \$10,000 - \$15,000 depending on overall energy usage.

STAFF RECOMMENDATION: Approval of the Resolution

TOWN ATTORNEY REVIEW: Yes

COUNCIL ACTION DESIRED: Action on the Resolution

SUPPORTING MATERIALS:

- Resolution
- Proposed Purchase and Sale Agreement

Resolution # 22- 49

**RESOLUTION TO INTRODUCE AND SET A PUBLIC HEARING AND SPECIAL
TOWN MEETING FOR DECEMBER 13, 2022 ON AN ORDINANCE TO
AUTHORIZE THE PURCHASE OF PROPERTY AT 26 SOAP STREET FROM
UNITED WE STAND LLC.**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the following ordinance be introduced and set down for Public Hearing and a Special Town Meeting on Tuesday, December 13, 2022 at 7:00 p.m. and 8:00 p.m. respectively, in the Town Meeting Room of the Killingly Town Hall, 172 Main Street, Killingly, Connecticut:

**ORDINANCE TO AUTHORIZE THE PURCHASE OF PROPERTY AT 26 SOAP
STREET FROM UNITED WE STAND LLC.**

Ordinance # _____

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the Town Manager is hereby authorized to sign and execute a Warranty Deed, Purchase and Sale Agreement and such other documents as may be needed with United We Stand LLC of Danielson, CT, to purchase real estate 26 Soap Street, Killingly, CT in the amount of \$420,000.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 22nd day of November 2022

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on November 22, 2022, 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. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk
(SEAL)

Date

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of the ____ day of December 2022, by and between United We Stand, LLC, a limited liability company with a place of business in Danielson, Connecticut hereinafter referred to as the "Seller" and The Town of Killingly, a municipal corporation having its territorial limits in the County of Windham, Connecticut (hereinafter referred to as the "Purchaser").

W I T N E S S E T H

In consideration of One Dollar (\$1.00) and other good and valuable consideration and of the mutual agreements hereinafter made, the parties hereto agree as follows:

1. PREMISES. Seller hereby agrees to sell and convey, and Purchaser hereby agrees to purchase a piece or parcel of land together with all the improvements thereon and appurtenances thereto, known as 26 Soap Street, Killingly, Connecticut (hereinafter referred to as the "Premises"), said Premises being more particularly described in Schedule A attached hereto and made a part hereof.

The Premises shall be conveyed together with certain personal property, specifically, a vehicle lift, Conex storage container and a security camera system, for which the Purchaser will pay the Seller the sum of \$15,000.

2. TITLE. The Premises shall be conveyed to Purchaser free and clear of all encumbrances, liens or exceptions to title, other than those hereinbefore set forth as described in Schedule A attached hereto and made a part hereof, and subject to the provisions of this Paragraph. The title herein required to be furnished by the Seller shall be marketable, and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force. Any and all defects in and encumbrances against the title, which come within the scope of said Standards, shall not constitute a valid objection on the part of Purchaser, if such Standards do not so provide; provided the Seller furnish any affidavits or other instruments which may be required by the applicable Standards. In the event, however, that the examination of title reveals any encumbrance or defect other than as herein provided for, Purchaser shall have the option to waive the same and complete the transaction, but in the absence of such waiver, Seller shall be allowed thirty (30) days after written notice thereof within which to eliminate such encumbrance or defect. If such elimination is not completed within said period of thirty (30) days or if Seller within said period gives written notice of Seller's inability or unwillingness to eliminate the same at Seller's own expense, and, in either case, if such elimination has not been waived by Purchaser, all rights, duties and obligations of the respective parties hereunder shall terminate, including the right of Purchaser thereafter to waive such elimination. Purchaser, at its sole cost and expense, shall obtain a title search within ten (10) business days of the date a fully executed copy of this Agreement is delivered by Seller to Purchaser.

3. PURCHASE PRICE. The purchase price for the Premises shall be Four Hundred Twenty Thousand Dollars (\$420,000.00), which the Purchaser agrees to pay by bank draft or municipal check at the time of closing and delivery of the deed. The payment for the personal property described in Paragraph 1 shall be paid at the same time.

4. CONVEYANCE OF TITLE. The deed of conveyance to the Premises shall be a Warranty Deed in the usual Connecticut form, which shall be duly executed, acknowledged and delivered, all at the Seller's expense, conveying the Premises to the Purchaser free and clear of all encumbrances or defects in title except as herein set forth in Schedule A attached hereto, and Seller shall pay, at the time of such delivery, all conveyance taxes, if any. Seller shall also execute and deliver at time of closing affidavits for title insurance with respect to the non-existence of claims for mechanics' liens or parties in possession, subject to those exceptions set forth in Schedule A.

5. EXCEPTIONS TO TITLE. The Premises will be conveyed by Sellers and accepted by Purchaser subject to the following:

- (a) Any and all provisions of any ordinance, municipal regulation, public or private law; and
- (b) Other easements, restrictions and encumbrances, if any, as listed in Schedule A or as of record may appear.

It is understood and agreed that all existing mortgages or liens, if any, affecting the Premises shall be the responsibility of Seller and shall be paid at the time of closing and the requirements of Purchaser's title insurance company shall be satisfied for the issuance of the owner's policy of title insurance to Purchaser without exception for such mortgages or liens.

6. ADJUSTMENTS. Adjustments, if any, will be made as of the date of Closing in accordance with the standard practices of the Windham Country Bar Association.

Seller represents that Seller has not been notified or become aware of any sewer or other municipal assessment or charges related thereto which may be levied against the Premises. In the event that such notice is received by Seller prior to the closing, such assessment or charge shall be paid by Seller whenever due, unless otherwise provided for herein.

7. CLOSING DOCUMENTS. At the closing, Seller shall deliver to Purchaser:

- (a) A Warranty Deed with the description of the Premises in accordance with Schedule A herein.
- (b) Releases of any monetary liens on the Premises.
- (c) Evidence of payment of current real property taxes.
- (d) Title affidavit;

- (e) FIRPTA Affidavit; and
- (f) Bill of sale for any personal property being conveyed hereunder.

At the Closing, Purchaser shall provide to Seller the following:

- (a) The purchase price in full as required in this Agreement.
- (b) a signed Closing Statement.
- (c) a favorable Section 8-24 report from the Town of Killingly Planning and Zoning Commission;
- (d) a copy of the Town Council minutes approving the acquisition of the Premises; and
- (e) a copy of the Town Meeting minutes approving the acquisition of the Premises.

8. DEFAULT. In the event Purchaser shall fail to perform any of Purchaser's obligations and duties hereunder and Seller shall not be in default of its obligations hereunder, this Agreement shall terminate, Seller shall have the right to recover its actual reasonable out-of-pocket costs, including but not limited to reasonable attorneys' fees, and neither of the parties shall have any further rights against the other.

In the event Seller shall fail to perform any of Seller's obligations and duties hereunder, Purchaser shall have the right to seek whatever remedy it may have, either at law or equity, including without limitation, the right to specific performance.

9. TESTING CONTINGENCY. At all times prior to the closing, Purchaser, at its sole cost and expense, shall have the right to conduct survey, planning, engineering, and environmental tests, inspections, or studies concerning the condition of the Premises and Purchaser's proposed use thereof, and Seller hereby grant the right to Purchaser and/or its agents and employees to enter the Premises with personnel and equipment to conduct such tests, inspections, or studies. Purchaser agrees to hold Seller harmless from any loss, damage, claim or injury arising out of Purchaser's exercise of its rights under this Paragraph. Purchaser agrees, at its cost, to restore the Premises to the condition which existed prior to Purchaser's inspection and testing.

If the results of any such tests, inspections or studies concerning the condition of the Premises are unsatisfactory to Purchaser, in its sole discretion, then Purchaser shall have the right to terminate this Agreement by written notice to Seller prior to the date of closing of title, whereupon the parties shall not have any further rights against the other.

10. COOPERATION. At no cost to Sellers, Sellers will provide all reasonable cooperation to Purchaser in connection with tests, inspections or studies of the Premises.

11. CLOSING OF TITLE; BUYER CONTINGENCIES. The closing of title shall take place at the offices of Purchaser, Town Hall, 172 Main Street, Killingly, Connecticut on February __, 2023, or on such later date if Purchaser requests an extension or on such earlier date, as agreed upon by Seller and Purchaser and provided that all environmental and title contingencies have been satisfied. At the Closing, all documents required to be executed and delivered under the terms hereof shall be delivered.

The purchase of the Premises by Purchaser and the terms of this Agreement, as applicable, must be approved by the following town agencies: Town Council; Planning and Zoning Commission in conjunction with a review under CGS §8-24; and a special town meeting. In the event any of the foregoing approvals are not obtained on or before December 31, 2022, this Agreement shall terminate. For purposes of avoidance of doubt, notwithstanding the fact that one or more of the above entities may have approved the entering into of this Agreement, the approval of the actual purchase of the Premises by the Purchaser is a separate approval required by each of the above, without exception.

12. NOTICES. Any notices required or contemplated by this Agreement shall be sent to Purchaser's address as follows:

Town of Killingly
Town Hall
172 Main Street
Killingly, CT 06239
Attn: Mary T. Calorio, Town Manager

with a copy to:

Halloran & Sage LLP
225 Asylum Street
Hartford, CT 06103
Attn: Duncan J. Forsyth, Esq.

and to Seller as follows:

United We Stand, LLC
P. O. Box 539
East Killingly, CT 06243

with a copy to:

or to such other address as Seller or Purchaser, as the case may be, shall otherwise direct by notice similarly given. Any such notice shall be deemed to have been received when mailed, postage prepaid, to the addressee, certified mail, return receipt requested. Notices may also be hand delivered to the above respective addresses, such notices to be deemed received on the date of written acknowledgment of receipt by Sellers or Purchaser, as the case may be.

14. BROKER'S FEE. The Seller shall be responsible for any and all brokerage fees and shall hold the Purchaser harmless from any claim resulting from the sale of this Premises and further agrees to indemnify the Purchaser and save it harmless from any loss or expense, including without limitation, reasonable attorneys' fees arising out of any claim by virtue of alleged dealings had by any claimant with Sellers or any representative of Seller.

15. INSURANCE. Seller shall continue to maintain, in full force and effect, all insurance policies relating to or concerning the Premises through transfer of title to Purchaser.

16. ENVIRONMENTAL MATTERS.

- (a) Seller represents and warrants to Purchaser that to the best of Seller's knowledge and belief:
 - i. Seller has not received notice that any use of or condition of the Premises is in violation or has violated any restriction, municipal ordinance, governmental law or regulation nor does Seller have reason to believe that any such violation exists or has existed, other than any and all contamination discovered and disclosed to Seller in the course of the Purchaser's due diligence; and
 - ii. The Premises is not the subject of any pending, threatened or anticipated claim, lawsuit, agency proceeding, or other legal, quasi-legal or administrative action or investigation.
- (b) Seller represents and warrants to Purchaser that Seller has no knowledge that hazardous substances have been generated or stored at or on the Premises, other than any and all contamination discovered and disclosed to Seller in the course of the Purchaser's due diligence.
- (c) Other than those representations and warranties made in sub-paragraphs (a) and (b) of this paragraph 16, Seller has no knowledge of the physical condition of the Premises, and this sale is completely "as is, where is."

17. CONDEMNATION.

- (a) Seller shall promptly notify Purchaser in the event that all or any portion of the land or the buildings thereon is or is threatened to be taken by any public or private authority other than the Town of Killingly or any of its political subdivisions under the power of eminent domain or condemnation.

In the event of any taking of the land or the buildings or any portion thereof by eminent domain or condemnation, Seller shall promptly advise Purchaser in writing of the award offered by the condemning authority.

- (b) In the event of a taking referred to in subparagraph (a) above, Purchaser, at its sole option, may terminate this Agreement, or elect to accept a conveyance of the land and/or the buildings, if applicable, as the case may be, pursuant to the provisions of this Agreement, subject, however, to the condemnation claim, in which event Purchaser shall pay the full purchase price and Sellers shall assign Seller's rights to such condemnation claim to Purchaser. If Purchaser elects to proceed with the purchase as provided under this subparagraph (b), Seller shall not enter into any agreement with the condemning authority fixing the final award for such condemnation without the prior written consent of Purchaser.

18. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire or other casualty, until the time of the delivery of the deed as hereinafter provided, is assumed by Seller, but without any obligation or liability except at Seller's option, for the repair or replacement of such loss or damage to the Premises, provided that Seller makes such repair or replacement within thirty (30) days after the date of such loss or damage. In the event that Seller does not elect to repair or replace, or fail to repair or replace within such thirty (30) day period, any such loss or damage, Purchaser shall have the option as follows:

- (a) Of declaring this Agreement terminated and receiving a refund from Seller of all sums heretofore paid to Seller by Purchaser on account of the aforesaid purchase price. Upon such written declaration of termination, further claims and obligations between the parties hereto by reason of this Agreement shall be released and discharged;
- (b) Of accepting a deed of conveyance to the Premises in accordance with all other provisions of this Agreement upon the payment of the aforesaid purchase price, less the amount of all sums actually paid to Seller because of loss or damage to the Premises or, if applicable, the personal property described herein, if any, by virtue of the provisions of any hazard insurance policies;
- (c) If the amount to be paid under the provisions of any such hazard insurance policies has not been determined as of the date of closing, of electing to accept the deed of conveyance to the Premises in accordance with all other provisions of this Agreement, paying the full purchase price therefore, in which case Seller shall assign to Purchaser Seller's rights to that part of the proceeds of said hazard insurance policies payable because of loss or damage to the Premises or, if applicable, the personal property described herein.

19. SUCCESSION. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, and assigns of the parties.

20. COMPLETE AGREEMENT. It is understood and agreed that this Agreement (including the Schedules hereto) constitutes the entire contract between the parties hereto, and that no oral statement or promises or any understanding not embodied in this writing shall be valid.

21. ATTORNEYS' FEES AND COSTS. If any action is brought in court to enforce the provisions of this Agreement, the prevailing party shall be entitled to all court and service costs and reasonable attorneys' fees.

22. GOVERNING LAW. This Agreement is executed under and shall be construed in accordance with the laws of the State of Connecticut.

23. EXECUTION BY EMAIL OR FACSIMILE. The parties agree that this Agreement may be transmitted between them by e-mail or facsimile and the parties intend that an e-mailed or faxed Agreement containing either the original and/or copies of the signature of all parties shall constitute a binding agreement.

24. EXECUTION IN COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

We have executed this Agreement as of the day and year first above set forth.

WITNESSES:

UNITED WE STAND, LLC

By: _____
Name: _____
Title: _____
Duly Authorized

TOWN OF KILLINGLY

By: _____
Mary T. Calorio
Its Town Manager
Duly Authorized

[illegible]

On this the ____ day of _____, 2022, personally appeared before me _____, the _____ of United We Stand, LLC, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed as such _____ and the free act and deed of said limited liability company.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss. Killingly
COUNTY OF WINDHAM)

On this the 14 day of August, 2022, personally appeared before me Mary T. Calorio, Town Manager of the Town of Killingly, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed as such officer and the free act and deed of said municipal corporation.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

SCHEDULE A

That certain piece or parcel of land, with all buildings thereon, situated on the easterly side of Soap Street in the Village of Dayville, Town of Killingly, County of Windham and State of Connecticut, known as 26 Soap Street, Dayville, CT 06241, and being more particularly bounded and described as follows:

"Beginning at an iron bound in the southeasterly line of the highway leading from Dayville to Attawaugan, said iron bound being at a corner of fence and marking a corner of the within described tract of land and a corner of land conveyed by Solomon Z. Gordon and Charles Gordon to Arthur W. and Marion A. Trim; thence N. $47^{\circ} 47'$ E. 142.2 feet along the southeasterly line of said highway, to an iron bound at a corner of land now or formerly of Patrick Tighe; thence S. $41^{\circ} 06'$ E. 59.7 feet, partly along a bank wall, to a corner of wall; thence S. $76^{\circ} 25'$ E. 34.6 feet to an iron bound; thence S. $79^{\circ} 09'$ E. 62.3 feet to an iron bound to land now or formerly of Samuel Gillette, the last three lines adjoining land now or formerly of Samuel Gillette, to an iron bound; thence N. $72^{\circ} 25'$ W. 65.4 feet adjoining land now or formerly of Annie M. Campbell, to an iron bound; thence N. $43^{\circ} 19'$ W. 169.2 feet, adjoining land now or formerly of Arthur W. and Marion A. Trim, partly along a fence, to the place of beginning. Containing 0.69 acres of land, more or less."

Being the same premises conveyed to Soap Property, LLC by Warranty Deed of Joseph J. Pellecchia aka Joseph J. Pellecchia, Sr. dated August 20, 2014, and recorded in Killingly Land Records, Vol. 1278, Pages 598-599.

Agenda Item #15(c)

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution adopting the Collective Bargaining Agreement between the Killingly Board of Education and the Killingly Education Association for the period July 1, 2023 through June 30, 2026

ITEM SUBMITTED BY:

Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF:

November 22, 2022

TOWN MANAGER APPROVAL:

May 1, 2024

ITEM SUMMARY:

ITEM SUMMARY: A collective bargaining agreement between the BoE and the Killingly Education Association was recently reached. The proposed Agreement is for three (3) years from July 1, 2023 to June 30, 2026. In accordance with CGS Section 10-153d, the terms of this agreement are binding upon the Town's legislative body, the Town Council, unless it rejects the agreement at a duly noticed meeting within 30 days of the filing of the agreement with the Town. The BoE filed the adopted agreement with the Town on October 28, 2022. Should the Council reject this agreement, the issue will likely go to binding arbitration.

FINANCIAL SUMMARY:

N/A

STAFF RECOMMENDATION:

Approval of the Resolution

TOWN ATTORNEY REVIEW:

N/A

COUNCIL ACTION DESIRED:

Action on the Resolution

SUPPORTING MATERIALS:

- Resolution
- Agreement

Resolution #22 - 50

**A RESOLUTION ADOPTING THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE KILLINGLY BOARD OF EDUCATION AND THE KILLINGLY
EDUCATION ASSOCIATION FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30,
2026**

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that in accordance with Connecticut General Statutes, Section 10-153d, the collective bargaining agreement between the Killingly Board of Education and the Killingly Education Association for the period July 1, 2023 through June 30, 2026, is hereby approved and adopted.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 22nd day of November 2022

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on November 22, 2022, 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. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk
(Seal)

Date

Mr. Robert J. Angeli
Superintendent of Schools
rangeli@killinglyschools.org



Dr. Sue Nash-Ditzel
Assistant Superintendent
snash@killinglyschools.org

October 28, 2022

Mrs. Elizabeth Wilson, Town Clerk
Town of Killingly
172 Main Street
Danielson, CT 06239

Dear Elizabeth:

Pursuant to Section 10-153d(b) of the Connecticut General Statutes, I am filing a copy of the collective bargaining agreement between the Killingly Board of Education and Killingly Education Association for the period July 1, 2023 through June 30, 2026. This agreement has been ratified by both parties.

Sincerely,

Robert Angeli
Superintendent of Schools

RJA/krd
1 Enclosure

CC: Town Manager, Mary Calorio,

A G R E E M E N T

BETWEEN

KILLINGLY BOARD OF EDUCATION

AND

KILLINGLY EDUCATION ASSOCIATION

July 1, 2023 -- June 30, 2026

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AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS FIRST DAY OF JULY, 2023, by and between the **KILLINGLY BOARD OF EDUCATION** (hereinafter referred to as the "Board") and the **KILLINGLY EDUCATION ASSOCIATION** (hereinafter referred to as the "Association"), affiliated with the Connecticut Education Association and the National Education Association.

ARTICLE 1

PREAMBLE

- 1.1** This Agreement is negotiated under §10-153b through §10-153f of the General Statutes of the State of Connecticut, as amended in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Board and the professional staff in order that the cause of public education may be served.
- 1.2** It is recognized that the Board has and will continue to retain, whether exercised or not, all statutory rights, responsibilities and prerogatives to direct the operation of the public schools in the Town of Killingly in all its aspects, including but not limited to the following: to select, hire, employ, assign and transfer teachers, including the right to prescribe rules and regulations for the maintenance of discipline and for the performance of work; those powers and duties specified in Connecticut General Statutes §10-220 through §10-222 inclusive; to decide the need for school facilities, programs and personnel; and to suspend or dismiss teachers in accordance with Connecticut General Statutes §10-151. Nothing herein shall be construed to waive the Association's right to demand bargaining over changes in mandatory subjects of bargaining. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, however, they shall not be exercised in any manner inconsistent with or in violation of specific terms and provisions of this Agreement or state law.

ARTICLE 2

JUST CAUSE

- 2.1** Disciplinary actions other than those subject to review under General Statutes §10-151 shall be for just cause. The parties agree that evaluations are not disciplinary.

ARTICLE 3

DURATION OF AGREEMENT

- 3.1** The provisions of this Agreement shall be effective as of July 1, 2023, and shall continue in full force and effect, to and including June 30, 2026.

ARTICLE 4

RECOGNITION CLAUSE

- 4.1** The Board recognizes the Association as the exclusive representative, pursuant to Section 10-153b through 10-153f of the Connecticut General Statutes, as amended, of all those certified professional employees of the Board in positions requiring a teaching certificate, other certificate, and/or a durational shortage area permit, and who are not included in the administrators' unit or excluded from the purview of Section 10-153a to 10-153g.
- 4.2** **Durational Shortage Area Permit (DSAP)**
- 4.2.1** The Board and the Association agree that all the provisions of the collective bargaining Agreement, except just cause (Article 2), promotions (Article 13), vacancies (Article 14), transfers (Article 18) and separation and recall (Article 29) shall apply to any teacher possessing a DSAP. In addition, the parties agree that a DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement.
- 4.2.2** Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as a teacher after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
- 4.2.3** The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

ARTICLE 5

AMENDMENT

- 5.1** This Agreement shall not be altered, amended, or changed except by mutual consent, in writing, signed by both the Board and the Association, which amendment shall be appended hereto and become a part hereof.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 **Definitions**

6.1.1 **Grievance**

A grievance shall mean a claim by a teacher or teachers covered by this Agreement that

there has been a personal loss or injury because of violation, misinterpretation, or misapplication of the terms of this Agreement.

- a. It is understood and agreed that handbooks, Board Policy manuals, or excerpts hereof are not, nor can they, be construed to be part of the terms of this Agreement.
- b. It is understood that any teacher grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- c. Nothing herein shall be construed as limiting the right of either Party to seek judicial intervention, prior to an arbitration hearing, with regard to questions concerning the arbitrability of a dispute.
- d. Days will mean school days during the teacher work year. After the last teacher workday, and prior to the first teacher workday of the following year, days shall mean business days on which the Board's central office is open.

6.1.2 Principal -- Shall mean any person designated by the Board as its agent responsible for the management of a school building or any person temporarily assigned such function by the Superintendent of Schools.

6.2 Rights of Teachers to Representation

6.2.1 Any aggrieved teacher may be represented at Levels 1 through 3 of the grievance procedure by himself/herself, or at his/her option, by the Association

6.2.2 When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure.

6.3 Procedure

6.3.1 Grievances must be filed in writing within thirty (30) days after the grievant knew or should have known of the act or conditions on which the grievance is based, otherwise, the grievance shall be considered to have been waived. In the event the act or condition on which the grievance is based occurs after the last teacher workday of the work year, and prior to the first workday in the following work year, the thirty (30) day limitation shall take effect beginning on the first day of school of the subsequent academic year.

6.3.2 A grievance filed at any level of this procedure must be in writing and must contain the following information:

- a. The name(s) of the grievant(s);
- b. A statement of the nature of the grievance;

- c. A statement of the nature and extent of the injury or loss;
- d. A statement of the provision(s) of the contract allegedly misinterpreted, violated, or misapplied;
- e. The result of previous discussions or decisions, if any;
- f. The grievant's dissatisfaction with decisions previously rendered;
- g. Remedy requested.

6.3.3 Failure to provide the information required in this Section shall be deemed by the Parties to be a withdrawal of the grievance.

6.3.4 Level 1 -- Principal

If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her Principal or other appropriate Administrator in an effort to resolve the problem informally. If the grievant is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing, and submit it to the principal. The Principal shall, within five (5) days of the filing of the grievance in writing, give a written answer to the grievant with a copy to the Association.

6.3.5 Level 2 -- Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of the grievance at Level 1, or if no decision is rendered within five (5) days of the filing at Level 1, the grievant shall within five (5) days of the decision or the expiration of the time limit for rendering a decision (whichever is sooner), file the written grievance with the Superintendent of Schools.
- b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent shall, within five (5) days after the meeting, render his/her decision and reasons in writing to the grievant with a copy to the Association and the grievant's principal.

6.3.6 Level 3 -- Board of Education

- a. If the grievant is not satisfied with the disposition of the grievance at Level 2 or if no decision is rendered within five (5) days after such meeting at Level 2, the grievant shall within five (5) days after the decision or the expiration of the time limit for rendering a decision (whichever is sooner), file the written grievance with the Board, with a copy to the Superintendent of Schools. The Superintendent shall forward all documents related to the grievance to the Board.

- b. At the Association's request, the Board or a committee thereof shall schedule a meeting to consider the grievance; the meeting shall be scheduled within ten (10) school days of the receipt of the written grievance.
- c. The Board shall, within ten (10) school days of the meeting, render its decision in writing to the grievant, with a copy to the Association.
- d. The Board's decision shall be final and binding on grievances concerning:
 - (1) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
 - (2) A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required; or
 - (3) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

6.3.7 Level 4 -- Arbitration

- a. If the decision of the Board does not resolve the grievance, then the grievant may submit the grievance to the Association or a committee thereof for the purpose of determining whether the grievance should be submitted to arbitration.
- b. In the event the Association or a committee thereof determines that the matter should be submitted to arbitration, it shall advise the Board of this determination, in writing, within twenty (20) school days of receipt of the Board's decision or the expiration of the time limit for rendering a decision (whichever is sooner).
- c. Only the Association and not an individual teacher or a group of teachers, shall submit a grievance to arbitration.
- d. Procedure for Securing Arbitrator
 - (1) The following procedures shall be used to secure the services of an Arbitrator:
 - (a) Within five (5) days after the Association's submission of a grievance to arbitration, the representatives of the Board and the Association shall attempt to agree upon and select an Arbitrator.
 - (b) If the parties cannot agree upon an Arbitrator, the grievance shall be submitted to the American Dispute Resolution Center, Inc. (ADRC) by the Association, by filing a demand for arbitration under the rules and regulations of the ADRC. The arbitration shall be conducted in accordance with such rules and regulations.

(2) Limitation and Recommendation of Arbitrator

- (a) The Arbitrator shall be limited to the issues submitted to the Arbitrator and shall consider nothing else.
- (b) The Arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board.
- (c) The recommendations of the Arbitrator shall be binding, except as otherwise provided by law.

e. Cost of Arbitration

The cost for the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6.4 Miscellaneous

6.4.1 A grievance which arises out of action or inaction of the Board, or the Superintendent may be initiated at Level 2.

6.4.2 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6.4.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of further appeal of the decision.

ARTICLE 7
TEACHER SALARIES

7.1.1 The salaries of all teachers covered by this Agreement are set forth in Appendices A and B, which are attached hereto and made part thereof.

ARTICLE 8
DEGREE DEFINITIONS

8.1 Definition of Degrees

8.1.1 The salary schedule lists in Appendix A of this Agreement shall be interpreted and applied in accordance with the following definitions:

a. Bachelor Degree

A Baccalaureate Degree earned in an accredited college or university.

b. Bachelor Degree Plus 30

Thirty (30) hours beyond the Bachelor's Degree in a planned program approved by an accredited college or university.

c. Master's Degree

A Master's degree earned in an accredited college or university. Teachers on staff prior to June 30, 1989, who have completed a Bachelor's Degree plus thirty (30) hours by September 1, 1989, shall be appropriately placed on the Master's Degree level of the salary schedule.

d. Sixth Year

- (1) A possessor of a Sixth Year Certificate of advanced graduate specialty or a second Master's Degree from an accredited college or university. The approval of the program by the Superintendent of Schools must be obtained in writing prior to matriculation into a second Master's Degree program. This decision shall be rendered within thirty (30) days of the written request. To qualify for advancement to the Sixth Year level of the salary schedule, the second Master's Degree or Sixth Year Certificate must be earned in an educationally related field.
- (2) Any speech and language pathologist who earns a Master's Degree requiring the completion of at least fifty-two (52) credits shall be placed on the Sixth-Year degree track of the salary schedule. This provision shall apply to any speech and language pathologist employed by the Board during the 2007-08 school year and/or any subsequent year, regardless of the date that the Master's Degree was earned. However, this provision shall be applied prospectively only, beginning with the 2007-2008 school year.
- (3) Effective and retroactive to August 26, 2013, any social worker employed by the Board who has earned a Master's Degree requiring the completion of at least fifty-two (52) credits shall be placed on the Sixth-Year degree track of the salary schedule. However, this provision shall be applied prospectively only, beginning August 26, 2013.

e. Doctorate

Should a certified teacher earn a doctorate in an educationally related field or should a candidate possessing such a doctorate be employed, such person shall automatically be placed on the appropriate step of the Sixth-Year level of the salary schedule and shall

receive an additional one thousand dollars (\$1,000) each year over and above his/her salary.

8.2 Initial Salary Schedule Placement

8.2.1 Initial Step Placement on the Salary Schedule

- a. The Superintendent, at his/her discretion and following documentation of the teacher's credentials, shall place said teacher on the appropriate salary step:
 - (1) Degree status as defined.
 - (2) At the discretion of the Superintendent, credit for previous satisfactory teaching experience in public or private schools will be given. Previous full-time professional experience may be credited for work as a social worker, psychologist, speech therapist, counselor, registered nurse on a year-for-year basis provided the teaching position for which such a person is hired is directly related to the area of past professional experience.
 - (3) Credit for non-teaching employment experiences that are, in the Superintendent's judgment, directly related to the teaching position for which the teacher is hired, may be granted by the superintendent. Such credit shall be on a year-for-year basis or less.
 - (4) Credit for satisfactory active service in the armed forces of the United States to a maximum of three (3) years or as may be stated in the General Statutes of Connecticut.
- b. Newly appointed teachers shall initially not be placed at a higher salary step as current teachers with the same years of experience.

8.3 Salary Schedule Advancement

8.3.1 Documentation and Advancement

- a. A new and/or experienced teacher desiring correct step placement on the salary schedule must adhere to the following regulations before the correct professional level/step placement can be affected:
 - (1) An official transcript from a recognized institution of learning must be submitted to the Superintendent prior to September 1 of the year in which the step or degree status of the individual is to be reviewed and implemented. If an official transcript from the recognized institution of learning is unavailable prior to September 1st, the Board will accept a letter from the recognized institution prior to September 1st, verifying that the teacher has completed all requirements for the conferral of the relevant degree, subject to the following conditions:

- (a) The teacher must submit the official transcript prior to December 1st; and
 - (b) If the teacher fails to submit the official transcript prior to December 1st, the teacher shall be required to reimburse the Board for any salary payments processed prior to December 1st based on the Board's anticipated receipt of such transcript.
- (2) Teachers anticipating a degree change within a given year shall give written notification to the Superintendent of said change by January 31st. The Superintendent will post notification of this requirement in each school, and/or transmit such notification to all teachers electronically through the district's e-mail system, no later than December 31st.
- (3) The teacher must file with the Superintendent a statement from the college or university that all necessary work for the degree is completed and that the teacher is eligible for the diploma.
- b. A copy of the diploma shall be recorded with the Superintendent once it is received.

ARTICLE 9

LEAVES OF ABSENCE

9.1 **Sick Leave**

9.1.1 Teachers shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Unused sick leave may be accumulated to a maximum of one hundred and seventy (170) days. Sick days may be taken only in full-day or half-day increments.

9.1.2 Acceptable medical evidence may be requested by the Superintendent after three (3) consecutive school days absence for any of the following causes:

- a. Personal illness.
- b. Exposure to contagious disease which may endanger the health of pupils or other personnel.
- c. The Superintendent may request medical evidence for frequent or unusual patterns of absence.
- d. In the event a teacher has been advised by a physician that a medical condition exists that will result in the teacher's being absent for two (2) or more weeks, the teacher shall provide a physician's statement indicating the anticipated duration of the absence.

9.1.3 A statement of accumulated days of sick leave and days accumulated toward a sick leave

payment upon retirement in accordance with Article 31 (Retirement-Sick Leave) of this Agreement will be given to each teacher in September of each year.

9.1.4 **Family Illness**

Each teacher shall be entitled to use seven (7) sick days, of the annual fifteen (15) days of sick leave, with full pay for family illness. Family shall be defined as spouse, parent or child. In addition, a teacher may use up to thirty (30) days of accumulated sick leave in the event of a family illness for which the teacher is eligible for leave under the federal Family and Medical Leave Act.

9.2 **Temporary Disability Leave**

9.2.1 Temporary disability leave may be granted by the Board of Education upon written request by a teacher. Upon request, the teacher shall provide a physician's statement indicating the nature of the disability and certifying that the teacher is unable to perform his/her employment duties. The statement shall set forth the anticipated duration of the disability period. The Superintendent of Schools has the right to request updated medical reports. Failure to provide such updated reports shall be cause for termination of the leave. Accumulated sick leave shall be made available for use during temporary disability.

9.2.2 A temporary disability leave, when granted, shall only be for the period of disability. The period of disability leave shall normally be no longer than twelve (12) months, however, disability leave may, at the discretion of the Board of Education, be extended for an additional period of time. Requests for an extension of disability leave shall be in writing and shall be accompanied by a physician's statement verifying the teacher's need for an extension of the leave.

9.2.3 Unless otherwise specified, a teacher shall return to employment from approved temporary disability leave five (5) workdays after presenting to the Superintendent of Schools a written physician's certificate verifying the teacher's ability to perform his/her job responsibilities. The certificate shall state whether there are any physical or other limitations which would prevent the teacher from performing any of his/her duties.

9.2.4 The Board of Education shall have the right to require a teacher requesting temporary disability leave to be examined by a physician for the purpose of verifying the teacher's need for disability leave or need for an extension of such leave. The Board shall also have the right to have a teacher on disability leave examined by a physician to determine the teacher's ability to return to employment. In the event the Board should exercise its right to have a teacher examined, the Board shall select the physician to conduct the examination. The cost of this examination shall be at the expense of the Board of Education, to the extent that such expenses are not covered by insurance.

9.2.5 Insurance benefits, per insurance carrier regulations, will be continued for the teacher at Board expense, subject to the premium cost sharing obligations of this Agreement, during

any portion of the temporary disability leave during which the teacher is using accumulated sick leave. Upon exhaustion of accumulated sick leave, a teacher may continue insurance benefits during a temporary disability leave, at the teacher's expense, except as otherwise required under the Family and Medical Leave Act. Notwithstanding the foregoing, if a teacher has less than one (1) year of accumulated sick leave at the time that the teacher commences a temporary disability leave, then the Board will pay seventy-five percent (75%) of the costs of health insurance for the teacher for a total of up to twelve (12) months from the time the teacher commences such leave, subject to the Board's right, in its discretion, to continue such payment for a period exceeding twelve (12) months.

9.2.6 A teacher must render service for at least one-half (½) of the school year, defined as the first workday in a school year through the last workday in that same year, if he/she is to progress to the next salary scale level at the beginning of the school year immediately following his/her reinstatement. Loss of such service time is unrecoverable in the future.

9.2.7 Upon return, such a teacher shall be assigned a position. Whenever practicable, he/she shall be assigned to that in which he/she performed prior to the commencement of the leave.

9.3 Special Leave Category

9.3.1 Personal Days

a. The Superintendent shall, on one (1) week advance written notice (excepting time when emergencies preclude this written notice), grant a teacher leave with pay for up to three (3) days per year for personal reasons, however, such days may not fall immediately prior to or immediately after a school holiday or vacation period. It is expected that requests will be for extraordinary conditions that could not be handled otherwise and when personally feasible, the reasons for said leave will be stated. Included in the above but not limited to are:

(1) Meeting legal requirements.

(2) Birth of child.

(3) Attendance of graduation exercise of self or a member of the teacher's immediate family, as defined in Section 9.3.3 (Bereavement). Religious observances (such use of days shall not preclude additional days not to exceed two [2] for compelling personal reasons).

b. Personal days may be taken only in full-day or half-day increments. Unused personal days will be converted to sick leave days and added to the sick leave account at the end of the school year.

9.3.2 Professional Days

a. The Superintendent may, upon one (1) week's advance written application, grant a

teacher leave with pay for a maximum of three (3) days per year for:

- (1) Attendance at professional conferences or institutes of an educational nature.
- (2) Taking Comprehensive Examinations at an accredited college or university when such examinations cannot be rescheduled to non-work time.
- (3) Attendance as part of a residency requirement for an advanced degree at an accredited college or university. The degree is part or whole of a planned and prescribed course of study of no less than thirty-two (32) credits which includes a comprehensive admission process and a Capstone requirement.

9.3.3 Bereavement

Bereavement leave shall consist of a maximum of four (4) consecutive school days per year in the event of a death in the immediate family. The immediate family to mean: husband, wife, son, daughter, parent or step-parent, brother or sister, or the same relationship in-law, grandparent or guardian, or grandchildren. Under extenuating circumstances, the Superintendent may grant additional bereavement leave.

9.3.4 Attendance at Funerals

The Superintendent shall, upon proper advance request, grant leave of two (2) days with full pay to attend the funeral of a close friend or relative. Under extenuating circumstances, the Superintendent may grant additional leave.

9.4 Military Leave

9.4.1 A teacher returning from military service will be placed on the proper schedule in accordance with Appendix A (2023-2026 Salary Schedule), including one additional year for each year of satisfactory military service, up to three (3) years.

9.5 General Leave

9.5.1 A teacher may be allowed leave without loss of salary, to begin programs of study which result from foundation or scholarship grants, and which necessitate personal presence in advance of the close of the school year, but not prior to June 1st.

9.5.2 Other extended leaves, with or without salary, may be granted at the discretion of the Board, subject to the following conditions:

- a. Four (4) years of experience with the Killingly Schools System.
- b. A written application requesting the leave shall be submitted to the Superintendent no later than April 1 of the school year proceeding the leave period.

- c. The Board's obtaining a certified teacher to fill the position for the period of the leave.
- d. Nothing herein is intended to prohibit the Board of Education from granting extended leaves with or without salary, upon the recommendation of the Superintendent of Schools for employees who do not meet the criteria set forth above.
- e. Any teacher granted leave under this provision shall notify the Board in writing no later than April 1st regarding the teacher's intention to return to work at the beginning of the next school year. Failure to submit such written notification by April 1st shall be deemed the teacher's resignation from employment.

9.5.3 Any teacher allowed extended leave shall adhere to the regulations set forth in one (1) of the following:

a. Extended Leave Without Pay

A teacher will receive no salary during this period although insurance benefits, subject to insurance carrier regulations, shall remain in effect, the cost of which shall be assumed by the teacher.

b. Extended Leave With Pay

A teacher, as a condition of granting of an extended leave with pay, shall agree to return to employment in the Killingly Schools for a minimum of one (1) full school year, immediately following such leave, or to return upon completion of his/her leave all compensation received from Killingly while on leave. Further, the teacher shall execute a promissory note in the amount the teacher will be paid while on such leave, payable to the Killingly School System. The terms of the note will state that if the teacher chooses not to teach one (1) full school year after returning from the leave, he/she shall be held financially responsible for paying to the Board the amount of money received while on leave. The Superintendent may waive the conditions set forth in this paragraph when, in the Superintendent's judgment, there are exceptional circumstances. Insurance benefits shall remain in effect, the cost of which shall be assumed by the teacher.

9.5.4 Childrearing Leave

- a. Childrearing leave, for the purpose of this Agreement, is defined as a leave of absence, without pay, following the birth of a child or adoption of a child. Upon the expiration of any FMLA leave applicable to the teacher's childrearing leave, the teacher may continue insurance coverage for the duration of the childrearing leave by paying fifty percent (50%) of the cost of such insurance coverage with the Board paying the remaining fifty percent (50%) of such cost.
- b. Leaves of absence, without pay, for childrearing purposes, shall be granted by the Board of Education. Such leaves shall begin within sixty (60) days of the birth or adoption. In

general, this type of leave shall be limited to the remainder of the school year in which it is requested. Whenever a childrearing leave is granted in the last half of a school year, the length of leave may be extended by the Superintendent to one or more semesters of the following school year if requested by the teacher. The length of the leave shall be specified whenever a leave is granted.

- c. Upon return from childrearing leave, a teacher shall be assigned a position. Whenever practicable, he/she shall be assigned a position similar to that in which he/she performed prior to the commencement of the leave.

9.6 A teacher must render service for at least one-half ($\frac{1}{2}$) of the school year, defined as the first workday in a school year through the last workday in that same work year, if he/she is to progress to the next salary scale level at the beginning of the school year immediately following his/her reinstatement. Loss of such service time is non-recoverable in the future.

9.7 Association Leave

9.7.1 In the event the Board schedules negotiation meetings during normal working hours of a school day, five (5) representatives of the Association shall be relieved from all regular duties, without loss of pay, to participate in such negotiations.

9.7.2 In the event mediation or arbitration meetings are scheduled during normal working hours, all authorized members of the Association's negotiations committee shall be relieved from all regular duties, without loss of pay, to participate in such negotiations. If more than five (5) members of the Association's negotiating team attend, the Association shall pay the cost of substitutes for the additional members.

9.7.3 When it is necessary, pursuant to the grievance procedure in Article 6 of this Agreement for a grievance hearing to be held during school hours, the aggrieved person, at least one (1) Association grievance committee representative, and up to two (2) witnesses shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings.

9.7.4 Representatives of the Association will be permitted to use professional days, subject to the provisions of Article 9.3.2 (Professional Days) of this Agreement, for Association conferences or institutes of an educational nature.

9.8 Jury Duty

9.8.1 Any teacher who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or from personal days. The teacher shall receive a rate of pay equal to the difference between the professional salary and the jury fee. In the event a teacher is released from jury duty prior to 12:00 p.m., such teacher shall contact his/her building administrator or supervisor and shall report to his/her regular duty assignment if requested.

ARTICLE 10
INSURANCE BENEFITS

- 10.1** Insurance benefits are defined in Appendix C, the expense of which is to be borne by the Board of Education, unless otherwise stipulated therein.

ARTICLE 11
PERSONAL INJURY BENEFITS

- 11.1** In case of absence because of personal injury which the Worker's Compensation Commissioner or the Board's insurance carrier has determined to have arisen out of and in the course of employment, the teacher shall be allowed to use his or her accumulated sick leave, at the rate of one quarter ($\frac{1}{4}$) sick day deduction for each day of absence, to make up the difference between the Workers' Compensation weekly benefit and the teacher's regular salary. It shall be the teacher's responsibility to pay his or her insurance premium cost share pursuant to Appendix C.

ARTICLE 12
EMPLOYMENT YEAR/WORKDAY

12.1 **Employment Year**

- 12.1.1** The work year for teachers shall be set forth in Administrative Regulations. The Board may alter the work year at any time. Except in cases of emergency, the Board shall notify the Association at least thirty (30) days prior to the effective day of such change.
- 12.1.2** The salaries set forth in this Agreement shall be based on a teacher work year consisting of one hundred eighty-eight (188) days, other than the new teachers referred to in Paragraph 12.1.2b, including:
- a. A total of six (6) professional development days, one (1) of which shall be reserved for preparation and planning on a teacher workday prior to the opening of school for students.
 - b. The equivalent of three (3) additional workdays for the purposes of orientation and related activities designed to support teachers in their initial year of employment in the district. The scheduling of such activities shall be determined by the Superintendent or his/her designee. Teachers hired after this orientation period shall not be obligated to attend such additional workdays in their subsequent year of employment.
 - c. The days referenced in Paragraph a, above shall be contiguous to the student year and

shall not mandatorily be scheduled on weekends or during teacher vacation periods as set forth in the school calendar.

12.1.3 Any teacher working beyond the one hundred eighty-eight (188) days, other than new teachers referred to in Paragraph 12.1.2b, or those hired for specific programs, as referenced in Article 19 (Special School Programs), shall be compensated at the per diem rate of 1/188 times his/her base salary for each day so assigned.

12.1.4 The preceding is exclusive of any emergency and/or storm days provided for in the school calendar.

12.1.5 Any teacher entering or terminating service during a school contract year will be credited and have his/her pay computed on the basis of 1/188th of his/her salary at the appropriate level and step for each day of service.

12.1.6 The Superintendent of Schools or his/her designee may require teachers to participate in educationally related activities on six (6) evenings each school year, provided such participation does not exceed a total of twenty (20) hours per school year.

12.1.7 All per diem calculations required by this contract will be based upon the following formula:

$$\frac{1}{\text{\# days in work year}} \times \text{base salary}$$

12.2 Workday

12.2.1 The workday for teachers shall be seven (7) hours and fifteen (15) minutes at all grade levels.

12.2.2 The Board and the Association acknowledge and agree that at all grade levels in the school district, the Administration has the right to assign teachers to administrative duties before and/or after the student school day, provided that such duties do not extend beyond the contractual workday set forth above and provided further that such duties do not conflict with the provisions of Article 17 (Teaching Periods) concerning time for preparation and planning and duty-free lunch.

12.2.3 Notwithstanding the foregoing, all teachers at all grade levels may be assigned, on a rotating basis, to work ninety (90) minutes beyond the teacher workday one (1) day per month, excluding the months of December and June. The purpose of such additional time shall be to provide tutoring, detention coverage, office hours, extra help and other assistance to students, and/or to carry out administrative duties as determined by the Administration, before and/or after school. The Administration shall determine the specific days and times during which each teacher shall work such additional time. No more than thirty (30) minutes of such additional time shall be scheduled to occur prior to the start of the teacher workday. The Administration will consult periodically with the Association in determining the types of

activities to be conducted during this time period, in an effort to ensure that the time is used effectively for the benefit of students. The Administration will also consult with the Association in developing the rotation and will make reasonable efforts to accommodate the scheduling needs of individual teachers.

12.2.4 Any extension of the normal workday beyond the workday set forth in Sections 12.2.1 and 12.2.3 shall be compensated at an hourly rate, or portion thereof, which rate shall be based upon such teacher's base per diem salary.

12.2.5 Present practices, i.e. those which have existed during the school year 2012-2013 concerning before and after workday activities shall not be considered extensions of the normal work day.

12.2.6 Before and after school meetings beyond the normal workday shall be of reasonable frequency and length.

12.2.7 Notwithstanding the provisions of any other Section of this Agreement, the parties recognize the Board's unilateral right to alter the scheduling of the student day and or create new programs. If the Board exercises such rights, the parties will bargain over any impact for which impact bargaining is required under C.G.S. 10-153f.

ARTICLE 13 **PROMOTIONS**

13.1 Promotions as defined in this section shall mean any position within the bargaining unit which includes a salary differential and/or involves additional or greater responsibility. Stipend positions, as set out in Appendix D of this Agreement; shall not be regarded as promotional positions.

13.2 Positions open under the provisions of Section 13.1 above will be posted in each building and/or be transmitted electronically to all teachers through the district's e-mail system, no later than outside publication.

13.3 Appointment will be made by the Board of Education upon the recommendation of the Superintendent.

13.4 Current professionals indicating interest in a listed position should apply to the Superintendent in writing.

13.5 Consideration for Promotion:

13.5.1 Consideration for promotion within the Killingly School System will be based upon knowledge, ability, skill, efficiency, character, degree status and certification.

- 13.5.2 Whenever, in the judgment of the Superintendent, the preceding factors are equal or exceed the qualifications of outside candidates, preference will be given to the candidates within the Killingly School System.
- 13.5.3 Whenever, in the judgment of the Superintendent, two (2) or more candidates from the Killingly School System are adjudged as the best qualified candidates and are equal in qualifications based upon the preceding factors, preference will be given to the candidate with the greatest seniority in the Killingly School System.

ARTICLE 14

VACANCIES

- 14.1 A vacancy shall mean all openings of bargaining unit positions within the school system which occur as the result of death, termination, retirement, approved leave of absence of one (1) school year's duration, resignation, non-renewal, transfer, reassignment, or a newly created position.
- 14.2 When a vacancy occurs in a building or program, the vacant position shall be posted in the buildings and the Superintendent's office (with a copy to the President of the Association), and/or be transmitted electronically to all teachers through the district's e-mail system. The posted vacancy shall set forth the qualifications for the vacant position.
- 14.3 All vacancies shall be posted for a minimum of five (5) school days, or five (5) business days during the summer months. However, in the event that the Superintendent receives notice of a teacher resignation or retirement between August 1st and September 1st, the vacancy shall be posted for one (1) day.
- 14.4 Any teacher who desires to apply for any vacancy shall submit a written letter of intent for any vacant position with the office of the Superintendent within the time limit specified in the posting.
- 14.5 New school year vacancies shall be posted, and/or transmitted electronically to all teachers through the district's e-mail system, by the previous June 1st, if known by that date. New school year vacancies, which become known between June 1st, and the close of school, shall be posted and/or transmitted electronically to all teachers when known. Summer vacancies need not be posted in the buildings. Postings/electronic notifications shall not be required until the Board budget is adopted and finalized for the new school year.
- 14.6 Teacher vacancies may be filled by candidates outside the Killingly School System if they possess better qualifications, in the judgment of the Superintendent than those teachers already on staff who have applied for such vacancy.
- 14.7 The greater length of full-time service, from the most recent date of hire as a certified

employee, in the Killingly School System shall be a consideration in filling vacancies except when the filling of a vacancy is necessary to avoid layoff.

ARTICLE 15

CONTRACTS

- 15.1** The Board shall issue an initial contract. An annual salary notification and intent to return statement shall be issued by June 1st or by the fifteenth (15th) day after final approval of the Board of Education's budget by the town, whichever date is later.
- 15.2** Individual supplementary annual letters of appointment shall be issued for special extra assignments such as listed in Appendix D (Extra Curricular Stipends).

ARTICLE 16

CURRICULUM REVISION

- 16.1** The Board recognizes its obligations to insure that a constant, on-going evaluation of the school system and/or its component parts is being carried out under the leadership and supervision of the Superintendent.
- 16.2** It is expected that all professional, certified teachers will work with and through their administrators to the end that the curricula will be constantly reviewed, evaluated, and revised, in keeping with current and future educational philosophy.
- 16.3** Where feasible, pilot programs will be undertaken to determine relative worth and acceptance.

ARTICLE 17

TEACHING PERIODS

- 17.1** Duty-Free Lunch
- 17.1.1** All teachers shall have a duty-free lunch period of at least thirty (30) continuous minutes, except that on scheduled and unscheduled shortened school days, the teacher lunch period shall be at least twenty (20) continuous minutes. During such periods, teachers may absent themselves from their assigned buildings provided they have notified the school principal or his/her designee.
- 17.2** Planning Time
- 17.2.1** High School (Grades 9-12)

- a. To the extent that the high school maintains a block schedule, each teacher at the high school shall have no fewer than one (1) class block for individual planning/preparation period each day, or an average of five (5) class blocks per week, except that on an alternating day basis (i.e. every other day), the Administration shall have the right to assign the teachers to administrative duties and/or other responsibilities determined by the Administration for one-half ($\frac{1}{2}$) of each teacher's planning/preparation block. For any day on which the class blocks are shortened for any reason, on a scheduled or unscheduled basis, the preparation/planning time for teachers shall be shortened on a proportionate basis.
- b. The Administration shall have the right to designate up to one-half ($\frac{1}{2}$) of one (1) block of such planning/preparation time per week as time for collaborative planning/preparation (not to be used for administrative duties).
- c. The Board and the Association acknowledge and agree that the Board has the right to designate a portion of the school day for the purposes of providing intervention and/or advisory services to students, and/or for establishing an activity period, and the Board and the Association further acknowledge and agree that such services and activities shall not be deemed to constitute an academic or instructional block.

17.2.2 Middle School (Grades 5-8)

- a. To the extent that the Board maintains a schedule based on the middle school model for Grades 5-8, the following provisions shall apply:
 - (1) All middle school teachers shall be provided with individual planning time equal to one (1) period per day of not less than forty (40) minutes or an average of five (5) per week.
 - (2) Grade Five (5) teachers shall not be required to attend more than one (1) interdisciplinary Team meeting per week during their individual planning time.
 - (3) An Interdisciplinary Team planning/meeting periods for Grades 6-8 shall be in addition to the teacher's individual planning time.
- b. All Grade 6-8 teachers will have a minimum of two (2) noninstructional periods per day, which shall be inclusive of planning and administrative assignment periods.

17.2.3 Elementary Schools (Pre-School-Grade 4)

All elementary school teachers shall be provided with not less than two hundred (200) minutes of individual planning time per week based upon a five (5) day school week.

17.2.4 Miscellaneous

- a. A teacher's individual planning time shall be scheduled during the normal school day.

Under normal circumstances, teachers will be notified of meetings scheduled during their planning period the preceding school day.

- b. Teachers may not absent themselves from the school building during individual planning time except for official school business or when given permission by his/her administrator or designee.

17.3 Teacher Workload

17.3.1 High School Class Load

To the extent that the high school maintains a block schedule, high school teachers shall not be required to teach more than six (6) academic blocks per school year.

17.3.2 Subject Load

- a. All high school teachers shall not be required to teach more than two (2) subjects. High school teachers will typically be required to teach no more than three (3) teaching preparations at any one time.
- b. At the discretion of the Superintendent, some content areas may be required to teach no more than five (5) teaching preparations in order to preserve the academic program. The Superintendent will consult with the Association in exercising such discretion.

17.3.3 Subject/Program Coordinator's Load

- a. To the extent that the high school maintains a block schedule, the load for subject/program coordinators shall be five (5) teaching blocks, one (1) coordination block, and two (2) planning preparation blocks.
- b. This load may be changed if mutually agreed upon. Such agreement shall not be unreasonably withheld. In emergencies of not more than two (2) days duration, subject/program coordinators may be assigned additional teaching periods.

17.3.4 Definition of Terms

- a. For the purpose of this Article, the term subjects shall mean disciplines or courses.
- b. For the purposes of this Article, the term Teaching Preparations shall mean the unique style of presentation or variety of materials used, occasioned by differences in the ability range or assigned level of specific class groups.

ARTICLE 18 **TEACHING ASSIGNMENTS**

- 18.1 Teachers initially employed by the Board shall receive their tentative building, grade levels

and/or subject assignments from the Superintendent's Office.

18.2 Teachers already in the system shall receive notifications of the grades, levels and/or subjects they will teach by June 1st.

18.3 Any change from a teacher's current grade level or discipline shall be made only after consultation between the teacher and building administrator. If the change occurs after the last day of the school year the administration will make a good faith effort to have the consultation with the teacher.

18.4 Teachers shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades, levels and/or subjects that they will teach as soon as such change is determined.

18.5 Teacher Transfers

18.5.1 A transfer may be voluntary or involuntary. Certification shall be a major consideration in all transfers. For purposes of this Article a transfer shall be defined as a change in assignment from one school building to another school building.

18.5.2 Voluntary Transfers

- a. All voluntary transfers shall be governed by Article 14 (Vacancies).
- b. Prior to submitting a written request for a transfer, the teacher will meet with the current building principal or supervisor to discuss the request.
- c. Transfers will be made only if an opening exists for which the teacher is certified, and such transfer is in the best interest of the school system. When voluntary transfers are approved, the greater length of full-time service in the Killingly School System shall be a consideration except when a transfer is necessary to avoid a layoff.

18.5.3 Involuntary Transfers

- a. When a teacher is transferred involuntarily, it shall be to a position for which the teacher is certified and to a comparable position if possible.
- b. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent, or his designee, at which time the teacher shall be notified in writing of the reason for the transfer.
- c. When involuntary transfers are necessary, the greater length of full-time service, from the most recent date of hire as a certified employee, in the Killingly School System shall be a consideration except when a transfer is necessary to avoid a layoff.

d. If a grievance is filed concerning an involuntary transfer, it shall be initiated at Level Three.

18.5.4 In the event of a staff reduction at any school, transfer to a comparable position in another school shall be made on a voluntary basis whenever possible.

18.5.5 Notice of transfer will be given to the teacher as soon as practicable and under normal circumstances not later than June 1st.

ARTICLE 19

SPECIAL SCHOOL PROGRAMS

19.1 When in the sole discretion of the Board, summer school, homebound instruction, or other instructional programs are to be initiated, compensation for teaching positions including extended day Detention Supervisor shall be at the rate of thirty-five dollars (\$35.00) per hour.

19.2 When teachers assume responsibilities such as, but not limited to, chaperoning and these activities occur after five (5:00) p.m., on weekends, or during vacation periods, they shall be compensated at the rates described in Section 19.1, hereinabove.

19.3 Teachers interested in such openings may apply by submitting letters of application to the Superintendent.

19.4 In filling these positions, first consideration shall be given to teachers regularly employed in the school system.

19.5 The Board shall compensate teachers on a project basis, using the hourly rate in Section 19.1, for curriculum revision/writing projects that are approved in advance by the Superintendent, or his/her designee. The allotted time, compensation and expectations for each project shall be set by the Superintendent, or his/her designee, in consultation with the Association, prior to the commencement of the project.

19.6 If the Board requests that a teacher attend a professional development conference or program on one or more days that are not teacher workdays, the Board shall compensate the teacher at the rate of thirty-five dollars (\$35.00) per hour (in addition to the fees for attendance at the conference or program). Teachers will be compensated only for the time spent in conference or program sessions. All other time associated with conference or program attendance, including but not limited to travel and overnight hotel stay, is not eligible for compensation.

19.7 Goodyear Early Childhood Center (GECC)

19.7.1 GECC teachers will be paid thirty-five dollars (\$35.00) per hour for days worked during the

summer. If there are not adequate volunteers to fill summer positions, the Administration may assign teachers to cover the program.

19.7.2 The teacher assigned to close the Goodyear program will be compensated for additional time in accordance with Section 19.1, hereinabove. Volunteers will be sought for this position. If there are no volunteers, the Administration shall have the right to assign a teacher to cover the responsibility. Seniority will be a consideration when making the assignment. No one will be required to fill this position for more than one (1) year.

19.7.3 If the Killingly Public Schools are closed due to inclement weather but the GECC remains open, up to two (2) GECC teachers will be paid on a per diem basis at the end of year for each such day worked. Volunteers will be sought for these days. If there are no volunteers, the Administration shall have the right to assign such teachers on a rotating basis to cover such responsibility.

ARTICLE 20

EXTRACURRICULAR ACTIVITIES

20.1 The Board reserves the right to request reasonable participation in such activities which the Board deems necessary for good education. Normally, all participation in paid extra-curricular activities shall be made by mutual agreement.

ARTICLE 21

CONSULTATION AND PROCEDURES

21.1 To achieve rapport between the Board and the Association, meetings at mutually agreed times, may be held between the Board and the Association to discuss matters of common interest.

ARTICLE 22

TEACHER EVALUATION

22.1 The Board and the Association acknowledge that the subject of teacher evaluation is governed by Section 10-151b of the Connecticut General Statutes.

22.2 Notwithstanding the provisions of Section 22.1 hereinabove, the professional evaluation of a teacher's performance shall not be the subject of a grievance as provided in Article 6 (Grievance Procedure) of this Agreement unless there has been a violation of the established procedures in conducting said teacher evaluation.

22.3 No written evaluation, or written notice of discipline, or written complaint submitted by any

person against a teacher, 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 review the material. A teacher may submit a written notation regarding any material placed in the teacher's personnel file, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign the material placed in his/her personnel 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.

ARTICLE 23 **PERSONAL FREEDOM**

- 23.1** The Association recognizes that the Board has not interfered in any way with the private and personal life of any teacher and has in no way infringed upon their civil rights. The Association accepts the Board's commitment for continuing such practices.

ARTICLE 24 **PAYROLL/DEDUCTIONS/SCHEDULES**

24.1 **Deductions**

In addition to those payroll deductions required by law, the following payroll deductions may be made:

24.1.1 Insurance.

24.1.2 Professional Association Membership Dues.

24.1.3 Teacher Retirement.

24.1.4 Annuity.

24.1.5 Credit Union.

24.2 Except when limits are prohibited by law or under extenuating circumstances (i.e. births, deaths, changes in marital status, credit union loans) request for changes in deductions will only be honored during the following periods:

24.2.1 The first three (3) weeks of September.

24.2.2 The first two (2) weeks of January.

- 24.2.3 The first two (2) weeks of April.
- 24.2.4 All requests for deductions must be made in writing on an approved authorization form. All such deductions shall be equally deducted.
- 24.3 Teachers may elect to have a portion of their salary deposited into the credit union.
- 24.4 Pay Schedule
- 24.4.1 In an effort to provide standard salary payment periods on a two (2) week delayed schedule, the number of pay periods may vary from year to year.
- 24.4.2 The first payment in any fiscal year will be made during the second week of July and the last payment will be made as close to June 30th as possible. Payment dates for subsequent fiscal years shall be provided by June 1st.
- 24.5 The Board shall not be required to honor for any month's deduction any authorizations that are delivered to it later than thirty (30) days prior to the distribution of the payroll from which the deductions are to be made excepting the first payroll in September.
- 24.6 The Board reserves the right to deduct all outstanding obligations previously agreed to by the teacher prior to the issuance of said teacher's final pay, as permitted by law.
- 24.7 Teachers' salaries shall be distributed by direct deposit to the financial institution of each teacher's choice, in one (1) of the following methods:
- 24.7.1 Twenty-one (21) equal payments beginning no later than the second Friday of the work year. In the event the last pay period occurs more than one (1) week prior to the summer recess in June, the Board may, after consultation with the Association, pay teachers in twenty-two (22) equal payments.
- 24.7.2 Twenty (20) equal payments plus a balloon payment beginning no later than the second Friday of the work year.
- 24.7.3 Teachers shall inform the Superintendent's Office of the method of distribution no later than June 15th of the preceding school year. In the event a teacher fails to inform the Superintendent's Office of the method of payment by June 15th, the teacher's salary shall be distributed according to the method in Section "24.7.1", herein. Teachers hired prior to the first day of the work year shall indicate their method of payment upon hiring.
- 24.7.4 The method of distribution shall be binding for the school year.
- 24.8 Twelve (12) month personnel shall be paid by direct deposit in either twenty-six (26) or twenty-seven (27) equal bi-weekly installments. All other certified personnel whose activities extend into the summer months shall be paid for the extended period biweekly based upon days actually worked.

- 24.9 Amounts deducted shall be paid to the appropriate agent biweekly as deducted.

ARTICLE 25

BOARD PUBLICATION

- 25.1 The Board shall provide each teacher with a handbook containing a fair summary of governing policies and regulations. The Board shall periodically reissue editions of said handbook to all new teachers. Between reissued editions, summaries of new or revised policy or regulations shall be provided each teacher in a form suitable for inclusion in the handbook. The Board may at its option provide electronic access to the documents referenced in this section, in lieu of written copies.
- 25.2 The inclusion of this section is solely for the purpose of providing information and does not constitute any agreement between the Board and the Association and their content matter shall not provide the basis for any grievance consistent with definition "Grievance" contained in Article 6, (Grievance Procedure) Section 6.1.1.
- 25.3 The Board and the Association shall share the cost of producing the complete text of the negotiated Agreement or any successor Agreement.

ARTICLE 26

NO STRIKE CLAUSE

- 26.1 The Association acknowledges that the teachers of the Board of Education which it represents are not entitled to strike or to take any other collective action to disable the Board in the discharge of its statutory duty and the Association agrees that such action would constitute a material breach of this Agreement.
- 26.2 Nothing contained in this Agreement shall be construed to limit or restrict the Board or the Association in its right to seek and obtain such judicial relief as it might be entitled to have, in law or in equity, for injunction or damages or both in the event of such breach.
- 26.3 In the event any teacher or teachers of said Board strike or take any collective action to disable said Board in the discharge of its statutory duties so as to constitute a material breach of this agreement, the said Association shall not be held liable or responsible for said strike or breach provided that it takes immediate action and utilizes all powers within its discretion to abate said condition. It is further agreed that said Association shall formally and expeditiously disavow and declare said act or acts to be in violation of this Agreement.

ARTICLE 27

SEVERABILITY

- 27.1 In the event that any provision or portion of the Agreement is ultimately ruled invalid for any

reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE 28

MEMBERSHIP DUES DEDUCTION

28.1 **Deductions**

28.1 The Board agrees to deduct from each teacher for whom a voluntary written dues deduction authorization is submitted, an amount equal to the Association membership dues by means of payroll deductions. The amount deducted from each paycheck for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year.

28.2 **Subsequent Employment**

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

28.3 **Forwarding of Monies**

28.3.1 The Board agrees to forward to the Association bi-weekly a check for the amount of money deducted during that period. The Board shall include a list of teachers for whom such deductions were made.

28.4 **Lists**

28.4.1 No later than the first (1st) paycheck in October of each school year the Board shall provide the Association with a list of all teachers of the Board and the positions held by said teachers. The Board shall notify the Association monthly of any changes in said list.

28.5 **Save Harmless**

28.5.1 In any case in which a teacher or teachers contest a deduction under the provisions of this Article and it is necessary for the Board to defend its position and engage legal counsel and to incur expenses in so doing, the Association further agrees to save the Board harmless and to reimburse it for any damages including salaries, court costs, etc., provided that the Board notifies the Association of any claims made against it.

28.5.2 In the event that any court of last resort determines that this Article is contrary to the laws of the State of Connecticut or is unenforceable under such laws, the parties will meet and

bargain such new language as is necessary to comply with the laws as determined by such court.

28.6 **Reference to Association**

28.6.1 The singular reference to the "Association" in this Article shall be interpreted as referring to the Killingly Education Association, the Connecticut Education Association, and the National Education Association.

ARTICLE 29

SEPARATION AND RECALL PROCEDURES FOR REDUCTION IN PROFESSIONAL STAFF

29.1 **Definition**

29.1.1 Reduction in professional staff shall mean elimination of a position or positions of certificated teachers employed by the Board.

29.2 **Procedure**

29.2.1 The order of reduction designed to preserve the concept of seniority shall be as follows:

a. **Tenure**

(1) Non-tenured teachers.

(2) Tenured teachers.

b. **Other Criteria** – In the event that tenure is found not to be definitive enough, other criteria shall be used within each level as follows:

(1) **Non-tenured Teachers** – Layoff of non-tenured teachers shall be based upon qualifications and performance, as evidenced by teacher evaluations conducted in accordance with the school district's performance evaluation plan.

(2) **Tenured Teachers** – The following factors shall apply, in the following order:

(a) **Total contractual experience in the system from the most recent date of hire as a certified employee and specific related experience or special training.** The term "date of hire" shall mean the teacher's first (1st) day of work in the district. In the event that two (2) or more teachers have the same date of hire, then the determination of "total contractual experience" shall be based upon the date each teacher signed his/her initial contract. For the purposes of this paragraph, teachers employed in the Goodyear Early Childhood Center

(GECC) program will be credited only with those years of service in the GECC program occurring during or after the 2010-11 school year.

- (b) Experience in position (elementary, middle, or secondary, not grade or subject taught) in the system. For the purposes of this paragraph only, teachers employed in the GECC program will be credited for total continuous service in the GECC program, including years of service occurring prior to 2010-11.
- (c) Degree status.
- (d) Mutual recommendations of principal and superintendent of schools.

29.3 Recall Procedure

29.3.1 Teachers who are released from employment because of elimination of their positions shall be given first opportunity, during the following recall periods, to fill a vacant position for which they are certified in the reverse order of layoff.

29.3.2 Recall Periods

- a. Non-tenured teachers in the Killingly Public Schools shall be eligible for recall for one (1) year following elimination of their position.
- b. Tenured teachers in the Killingly Public Schools shall be eligible for recall for three (3) years following elimination of their position.
- c. The teacher will accept or reject in writing this offer of rehire within fifteen (15) days of the receipt of written notification of position availability from the Board. This notification of position availability will be mailed to the teacher's last known address. The teacher's failure to provide to the Board written notification concerning the offer of rehire within the time specified shall be considered a rejection of the offer.
- d. If the teacher rejects an offer of employment which is equivalent in hours to his/her previously held teaching position, the teacher shall forfeit all recall rights.

29.4 Separation of a teacher under this Article shall not, during the recall period, adversely affect accumulated sick leave, eligibility for placement on the salary schedule, or seniority, upon a teacher's return from layoff. During the recall period, the teacher shall not accrue additional rights or benefits under this Agreement, and in particular upon rehire from layoff, shall not be credited for salary schedule advancement or seniority.

29.5 Nothing herein shall require the promotion of a teacher to a position of greater authority or compensation (e.g. eleven [11] or twelve [12] month positions, subject/program coordinator positions).

ARTICLE 30

STIPENDS

- 30.1** A teacher appointed to an extra-curricular position shall receive the stipend set forth in Appendix D (Extra Curricular Stipends).
- 30.2** The Board and the Association acknowledge that appointments to stipend positions are one (1) year appointments. A teacher appointed to a stipend position will be reappointed unless he/she is formally notified in writing by June 1st that he/she will not be reappointed. Vacancies due to non-appointment shall be posted, and/or transmitted electronically to all teachers through the district's e-mail system, as soon as practicable.
- 30.3** In the event of a vacancy in a stipend position, the position shall be posted in each school building and/or transmitted electronically to all teachers through the district's e-mail system. Qualified applicants who are teachers in the Killingly School System shall be preferred over equally qualified applicants from outside the school system.

ARTICLE 31

RETIREMENT-SICK LEAVE

- 31.1** A teacher who was hired prior to July 1, 2007 and who retires under the Teachers' Retirement Act, after a minimum of twenty (20) years of service to Killingly, shall receive twenty dollars (\$20) for each unused day of accumulated sick leave with no limitation upon the number of accumulated days.
- 31.2** In the event that a teacher dies after twenty (20) years of service to Killingly and has not received any benefits pursuant to this Article, the accumulated benefits under this Article will be paid to the teacher's estate.
- 31.3** The provisions of this Article shall not apply to teachers hired on or after July 1, 2007.

ARTICLE 32

MILEAGE ALLOWANCE

- 32.1** Mileage allowance for automobiles driven on official school business shall be reimbursed at the current Internal Revenue Service (IRS) rate per mile. In order to be eligible for such reimbursement, the teacher must submit a written request for reimbursement to the Business Office no later than the thirtieth (30th) calendar day of the calendar month following the travel. Notwithstanding the foregoing, reimbursement requests for mileage for the month of May must be submitted by June 10th, and reimbursement requests for mileage for the month of June must be submitted by June 30th.

ARTICLE 33

EDUCATIONAL CREDITS

- 33.1** Subject to prior written approval of the Superintendent, or designee, teachers who have earned their Master's Degrees shall be reimbursed for up to twelve (12) credit hours of coursework per year (no more than six [6] credit hours per semester during the school year) for courses beyond their Master's Degrees, subject to the following conditions:
- 33.1.1** Reimbursement per credit hour shall not exceed two hundred fifty dollars (\$250.00).
- 33.1.2** Fifty percent (50%) of the costs of texts and materials up to one hundred dollars (\$100) per course shall be reimbursed.
- 33.1.3** The course must be in the area of the teacher's current assignment or in an educationally related field approved by the Superintendent.
- 33.1.4** A transcript or other official record of successful completion of the course must be forwarded to the Superintendent.
- 33.1.5** A summary of course costs must be forwarded to the Superintendent at the time the teacher requests the Superintendent's approval.
- 33.2** The obligation of the Board of Education under this Article shall not exceed fifteen thousand dollars (\$15,000) per fiscal year.

ARTICLE 34

GENERAL PROVISIONS

- 34.1** It shall continue to be the policy of the Board and the Association that there shall be no illegal discrimination against any teacher or applicant because of race, color, religious creed, national origin, ancestry, genetic information, sex, age, marital status, sexual orientation, gender identity or expression, disability, political affiliation, Association affiliation or activity.

APPENDIX A
SALARY SCHEDULE FOR 2023-2024

<u>YEARS OF EXPERIENCE</u>	<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MASTERS</u>	<u>SIXTH YEAR</u>
0	3				
0	4	46,558	48,005	48,647	51,700
0-2	5	48,972	50,414	51,058	54,110
3	6	52,282	53,733	54,383	57,447
4-7	7	55,595	57,054	57,706	60,784
8	8	58,906	60,372	61,032	64,121
9	9	62,218	63,692	64,355	67,457
10	10	65,529	67,010	67,680	70,796
11-14	11	68,842	70,329	71,003	74,133
15	12	72,154	73,650	74,329	77,469
16-17	13	76,215	77,738	78,429	81,611
18	14	80,354	81,960	82,688	86,043
19 or more	15	84,854	86,550	87,319	90,861

Note: Step movement during the 2023-2024 year of the Agreement.

APPENDIX A
SALARY SCHEDULE FOR 2024-2025

<u>YEARS OF EXPERIENCE</u>	<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MASTERS</u>	<u>SIXTH YEAR</u>
0	3				
0	4				
0	5	49,707	51,170	51,824	54,922
1-3	6	53,066	54,539	55,199	58,309
4	7	56,429	57,910	58,572	61,696
5-8	8	59,790	61,278	61,947	65,083
9	9	63,151	64,647	65,320	68,469
10	10	66,512	68,015	68,695	71,858
11	11	69,875	71,384	72,068	75,245
12-15	12	73,236	74,755	75,444	78,631
16	13	77,358	78,904	79,605	82,835
17-18	14	81,559	83,189	83,928	87,334
19 or more	15	86,127	87,848	88,629	92,224

Note: Step movement during the 2024-2025 year of the Agreement.

APPENDIX A
SALARY SCHEDULE FOR 2025-2026

<u>YEARS OF EXPERIENCE</u>	<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MASTERS</u>	<u>SIXTH YEAR</u>
0	3				
0	4				
0	5	50,716	52,209	52,876	56,037
1	6	54,143	55,646	56,320	59,493
2-4	7	57,575	59,086	59,761	62,948
5	8	61,004	62,522	63,205	66,404
6-9	9	64,433	65,959	66,646	69,859
10	10	67,862	69,396	70,090	73,317
11	11	71,293	72,833	73,531	76,772
12	12	74,723	76,273	76,976	80,227
13-16	13	78,928	80,506	81,221	84,517
17	14	83,215	84,878	85,632	89,107
18_or more	15	87,875	89,631	90,428	94,096

Note: Step movement during the 2025-2026 year of the Agreement.

APPENDIX B

COORDINATORS/HEAD TEACHER

B.1 Per Diem Compensation

B.1.1 Teachers working in the positions set forth in Section B.1 shall work the work year as set forth in Administrative Regulation and up to an additional twenty (20) days which shall be scheduled by the Superintendent, or designee. Scheduling of individual teachers shall be on the basis of which teacher normally would have responsibility for the work that needs to be done. If no such determination can be made, the work shall be scheduled in an equitable manner.

B.1.2 The Superintendent, or designee shall provide such personnel with their additional work day schedule as soon as practicable but no later than June 1st unless there is no final budget determination.

B.1.3 Teachers working in the positions set forth in Section B.1 shall receive salary at the appropriate step plus per diem compensation as provided for in Article 12 (Employment Year/Workday), Section 12.1 (Employment Year), Paragraph 12.1.3.

B.1.4 Positions in this category include:

- a. Counselors.
- b. Social Workers.
- c. School Psychologists.
- d. High School Band Director.
- e. High School Athletic Director.
- f. High School Special Education Coordinator.
- g. High School Football Coach

B.2 High School Subject/Program Coordinators

B.2.1 Persons in this category shall receive salary at the appropriate step plus:

- a. \$1,171 for the 2023-2026 school years.
- b. \$275 per certified person in the department for the 2023-2026 school years.

B.2.2 Positions in this category include:

- a. English Coordinator.
- b. World Languages Coordinator.

- c. ALPS Coordinator.
- d. Mathematics Coordinator.
- e. Guidance Coordinator.
- f. Social Studies Coordinator.
- g. Science Coordinator.
- h. Music Coordinator.
- i. Business Education Coordinator.
- j. Technology Education Coordinator.
- k. Family & Consumer Science Coordinator.
- l. Physical Education Coordinator.
- m. Art Coordinator.
- n. Special Education Coordinator.

B.3 **Agricultural Science and Technology Education Personnel**

B.3.1 Agricultural Science and Technology Education personnel shall work the regular school year up to a maximum of two hundred twenty-seven (227) days and not less than two hundred eleven (211) days. Such additional days may include school vacation periods.

B.3.2 The Superintendent, or designee shall provide such teachers with their additional workday schedule as soon as practicable and not later than June 1st unless there is no final budget determination.

B.3.3 Compensation is as follows:

a. **Department Head**

- (1) Per diem compensation pursuant to Article 12 – Employment Year/Workday.
- (2) \$1,414 -- (227/188 x \$1,171) for the 2023-2026 school years.
- (3) \$332 -- (277/188 x \$275) per certified person in the department for the 2023-2026 school years.

b. **Teachers**

Regular step plus per diem compensation as provided for in Article 12 (Employment Year/Workday), Section 12.1 (Employment Year), Paragraph 12.1.3.

B.4 Head Teacher (Goodyear Program)

B.4.1 The Superintendent, or designee will designate one (1) teacher to serve as the Head Teacher for the Goodyear program in the absence of the Principal. Notwithstanding any provisions of this Agreement to the contrary, the Superintendent, or designee shall have the right to determine which teacher shall be designated as the Head Teacher and the Superintendent, or designee shall have no obligation to post the position of Head Teacher. The Head Teacher will serve for a term of one-half (½) of the school year (subject to the Superintendent's, or designee's right to appoint an individual to one or more additional terms of one-half (½) of the school year).

B.4.2 A teacher serving as Head Teacher for the Goodyear program shall be paid eight hundred eight dollars (\$808) in 2023-2026 per half-year (½) term for the duration of the Agreement.

B.5 Lead School Counselor

B.5.1 The Lead School Counselor will work thirty (30) additional days beyond the regular teacher work year, which shall be scheduled by the Superintendent, or his/her designee. In addition to per diem compensation for such additional days, the Lead School Counselor will be paid an annual stipend at Level 1, as set forth in Appendix D (Extra-Curricular Stipends).

B.6 Instructional Coordinators (Pre-K-Grade 8)

Instructional Coordinators at the Pre-K-Grade 8 level will work up to four (4) additional days beyond the regular teacher work year, which shall be scheduled by the Superintendent, or designee. In addition to per diem compensation for such additional days, Instructional Coordinators will be paid an annual stipend at Level 6, as set forth in Appendix D (Extra-Curricular Stipends).

B.7 Additional Stipend Positions

The following additional stipend positions shall be compensated according to the Levels listed below and set forth in Appendix D (Extra Curricular Stipends), Section D.2:

- a. Level 1 – High School Channel 22 Manager.
- b. Level 4 – High School Technology Resource Teachers.
- c. Level 5 – High School Auditorium Technical Coordinator.
- d. Level 6 – Middle School Technology Resource Teacher.
- e. Level 6 – Elementary School Technology Resource Teacher.

APPENDIX C

INSURANCE

C.1 The Board shall provide at its expense, except as provided for in Paragraph **C.3**, the following insurance benefits:

C.1.1 High Deductible Health Plan/Health Savings Account (HSA) as outlined in Schedule A for teachers and family with the following components:

- a. Deductibles and cost share maximums as set forth in Schedule A; and an unlimited lifetime maximum.
- b. For the duration of this Agreement, the Board will contribute, for each eligible full-time teacher, one thousand one hundred twenty-five (\$1,125) for individual coverage and two thousand two hundred fifty (\$2,250) for family coverage into the teacher's HSA account.
- c. One-half (½) of the Board's contribution toward the HDHP/HSA deductible will be deposited into the HDHP/HSA accounts in the first payroll in September and the remaining half (½) will be deposited in the first payroll in January. The Board's HSA contribution shall also be pro-rated for teachers hired during the contract year, based on the number of months remaining in the contract year. The parties acknowledge that the Board's contribution toward the funding of the HDHP/HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed teachers. The Board shall have no obligation to fund any portion of the HDHP/HSA deductible for retirees or other individuals upon their separation from employment.
- d. A Health Reimbursement Account (hereinafter referred to "HRA") shall be made available for any teacher who is precluded from participating in the Health Savings Account (HSA) because the teacher receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for teachers participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for teachers enrolled in the HSA.
- e. Following exhaustion of the applicable deductible, prescription drugs shall be subject to the following post-deductible co-payments:
 - (1) Public Sector 3-Tier Option 2 plan with a zero-dollar (\$0) generic/twenty-five-dollar (\$25.00) formulary brand/forty-dollar (\$40.00) non-formulary and a two (2) times the foregoing co-pay for mail orders with an unlimited calendar year maximum.
 - (2) The retail prescription is a thirty (30) day supply, and the mail order is a ninety (90) day supply.

C.1.2 Individual life insurance in the amount of twenty-five thousand dollars (\$25,000). Such policy shall contain an accidental death and dismemberment rider.

C.1.3 Full-service family dental plan (Blue Cross or equal benefits plan).

C.1.4 The maximum age for dependent student eligibility is twenty-six (26) years.

C.2 In each case where the name of a particular company or a specific plan has been used in this Appendix, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or any specific plan. The Board may provide such health insurance coverage, either through the carrier(s) listed in this Appendix, through alternate carriers, or through self-insurance, either in whole or in part, provided that the overall level of benefits, when considered as a whole, remains substantially comparable to the overall level of benefits in effect immediately preceding any such change.

C.2.1 The Board shall inform the Association, in writing, of its intent to change insurance carriers at least thirty (30) days prior to the effective date of the change. In the event the Association does not agree that the new insurance plan offers comparable benefits, the Association shall so inform the Board, in writing, at least ten (10) days prior to the effective date of the change. The issue of whether the proposed insurance plan offers comparable insurance benefits shall be submitted to arbitration. The Arbitrator shall be mutually selected by the Board and the Association. Should the parties be unable to mutually select an Arbitrator, the matter shall be submitted to the American Arbitration Association which shall administrate the proceedings under its voluntary arbitration rules. The Arbitrator's decision shall be in writing and shall be final and binding, except as otherwise provided by law. There shall be no change in the insurance plan pending final agreement of the arbitrator's award.

C.3 Premium Share

C.3.1 High Deductible Health Plan/Health Savings Account (HSA) – The teacher will pay the following percentages of the allocation rates for the insurance set out in Sections C.1.1 and C.1.3 herein for individual and family coverage:

- a. Effective July 1, 2023, twenty-two percent (22%).
- b. Effective July 1, 2024, twenty-two and one-half percent (22½%).
- c. Effective July 1, 2025, twenty-three percent (23%).

C.3.2 The teacher will pay his/her share of the premium by automatic payroll deductions. In this regard, to be eligible to receive such insurance benefits, each teacher must submit a wage deduction authorization permitting the Board to deduct such premium costs. Each teacher will be informed in writing prior to the first deduction of the premium cost. It is understood by the parties that the teacher premium share set forth herein provides for insurance coverage throughout the months of July and August of each year.

C.3.3 A teacher may forego or withdraw from such coverage rather than pay such additional costs. Reinstatement of such coverage shall be subject to insurance carrier rules and regulations.

C.4 Section 125 Pre-tax Deduction

The Board will adopt an Internal Revenue Code 125 Pre-Tax Premium Conversion Account for employee premium contributions. The Internal Revenue Code and its implementing regulations shall govern the administration of this plan.

C.5 Part time Teachers

C.5.1 Teachers who work fifty percent (50%) or more of a full-time teacher's assignment shall be eligible to enroll themselves and their dependents in the insurance program set forth in Section C.1 of this Appendix. Such insurance shall be provided at the Board's expense subject to the premium cost sharing provisions of Section C.3.

C.5.2 Teachers who work less than fifty percent (50%) of a full-time teacher's assignment shall be eligible to enroll themselves and their dependents in the insurance program set forth in Section C.1 of this Appendix. Such teacher shall pay the full cost of the insurance and the Board will have no responsibility to make a payment toward the premium cost for the insurance. In order to receive such insurance, the teacher must submit a wage deduction authorization permitting the Board to deduct the cost of the insurance.

C.6 Wellness Incentive

C.6.1 The HDHP/HSA plan set forth in this Appendix shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include preventive physical examinations. If the teacher and the teacher's spouse, if applicable, complete one (1) preventive physical examination during the term of this Agreement, the Board will make a one-time contribution into the teacher's HSA account, in the following amounts, as applicable:

- a. Individual coverage: One hundred dollars (\$100).
- b. Family coverage: Two hundred dollars (\$200).
- c. For the purposes of this paragraph, the measurement period for completing the physical examination will be the calendar year. The Board will make its additional HSA contributions in the first (1st) payroll in September following completion of the calendar year during which the physical examinations are completed.

APPENDIX C **SCHEDULE A**

CENTURY PREFERRED HDHP/HSA \$2,500/\$5,000 ANNUAL DEDUCTIBLE

COST SHARE PROVISIONS

	In-Network Member Pays	Out-of-Network Member Pays
Annual Deductible (individual/aggregate family)	\$2,500/\$5,000	
Coinsurance	0% after deductible	20% after deductible, up to co-insurance maximum
Cost Share Maximum (individual/aggregate family)	\$6,000/\$12,000	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	After deductible is met--see Appendix C, Section C.1.1e	

APPENDIX D
EXTRA CURRICULAR STIPENDS

D.1 **Method of Payment**

D.1.1 Payment for coaching positions shall be made by separate paycheck twice a season: mid-season and within two (2) weeks following completion of the regular season and in no case later than the last payday in June.

D.1.2 Payment for non-coaching extra-curricular positions shall be made by separate paycheck(s) twice a year during the first two (2) weeks in February and no later than the last payday in June.

D.1.3 Employees holding extra-curricular positions shall receive with their annual letters of appointment a W-4 form on which to indicate the rate at which their stipend is to be taxed. This form shall be returned with the letter of appointment. If no W-4 is returned, the stipends shall be taxed at the same rate as the employee's regular salary.

D.2 **Extra Curricular Stipends**

<u>LEVEL</u>	<u>2023-2026</u>
Level 1	\$8,154
Level 2	\$6,702
Level 3	\$5,441
Level 4	\$4,349
Level 5	\$3,594
Level 6	\$3,385
Level 7	\$3,048
Level 8	\$2,373
Level 9	\$1,525

D.3 **Athletic Positions**

D.3.1 **LEVEL 1:** High School Athletic Director
High School Head Football Coach

D.3.2 **LEVEL 2:**

D.3.3 **LEVEL 3:** High School Head Boys' Basketball Coach
High School Head Girls' Basketball Coach
High School Head Wrestling Coach
Middle School Athletic Director

D.3.4 **LEVEL 4:** High School Head Baseball Coach
High School Head Field Hockey Coach

High School Head Boys' Soccer Coach
High School Head Girls' Soccer Coach
High School Head Softball Coach
High School Head Boys' Track Coach
High School Head Girls' Track Coach
High School Boys' Golf Coach
High School Girls' Golf Coach
High School Boys' Tennis Coach
High School Girls' Tennis Coach
High School Volleyball Coach
High School Girls' Lacrosse Coach

D.3.5 LEVEL 5: High School Head Cross Country Coach
High School Gymnastics Coach
High School Indoor Track Coach

D.3.6 LEVEL 6: High School Assistant Baseball Coach
High School Assistant Boys' Basketball Coach
High School Assistant Girls' Basketball Coach
High School Assistant Field Hockey
High School Assistant Football Coach (5)
High School Assistant Boys' Soccer Coach
High School Assistant Girls' Soccer Coach
High School Assistant Softball Coach
High School Assistant Boys' Track Coach
High School Assistant Girls' Track Coach
High School Assistant Indoor Track Coach
High School Assistant Wrestling Coach
Middle School Cross Country Coach

D.3.7 LEVEL 7: High School Fall Head Cheerleading Coach
High School Winter Head Cheerleading Coach
High School Assistant Volleyball Coach
Middle School Baseball Coach
Middle School Boys' Basketball Coach
Middle School Girls' Basketball Coach
Middle School Intramural Advisor
Middle School Boys' Soccer Coach
Middle School Girls' Soccer Coach
Middle School Softball Coach
Middle School Track Coach

D.3.8 LEVEL 8: High School Unified Sports Head Coach
Middle School Cheerleading Coach
Middle School Assistant Cross Country Coach

D.3.9 LEVEL 9: High School Fall Cheerleading Choreographer
High School Winter Cheerleading Choreographer
High School Assistant Unified Sports Coach
Middle School Assistant Track Coach
Middle School Unified Sports Coach

D.4 Extra Curricular Positions

D.4.1 LEVEL 1: High School Band Director

D.4.2 LEVEL 2: High School Student Activity Account - Financial Secretary

D.4.3 LEVEL 3: High School Student Activity Director

D.4.4 LEVEL 4:

D.4.5 LEVEL 5: High School Dramatics Director
High School Senior Class Advisor
High School Assistant Marching Band Director

D.4.6 LEVEL 6: High School Choral Director
High School Newspaper Advisor
Middle School Band Director

D.4.7 LEVEL 7: High School Band Assistant (2)
High School Assistant Dramatics Director
High School Junior Class Advisor
High School Head Yearbook Advisor

D.4.8 LEVEL 8: High School National Honor Society Advisor
High School Student Government Advisor
High School Assistant Yearbook Advisor
Middle School Assistant Band Director
Middle School Choral Director
Middle School Dramatics Director
Middle School Newspaper Advisor
Middle School Yearbook Advisor

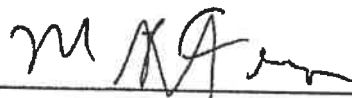
D.4.9 LEVEL 9: High School Freshman Class Advisor
High School Sophomore Class Advisor
High School Vocational Club Advisor (4)
Middle School National Junior Honor Society Advisor
Middle School Student Government Advisor

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed hereto as of the date, herein below:

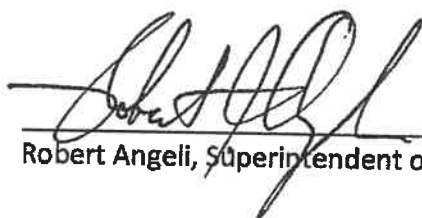
KILLINGLY BOARD OF EDUCATION

BY:



Norm Ferron, Chairperson

WITNESS:



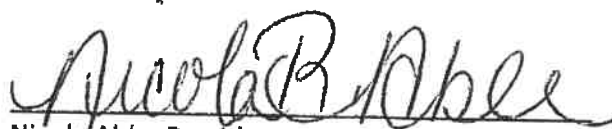
Robert Angeli, Superintendent of Schools

DATE:

October 26, 2022

KILLINGLY EDUCATION ASSOCIATION

BY:



Nicola Able, President

WITNESS:



Lisa Higgins, Vice President

DATE:

October 26, 2022

Agenda Item #15(d)

AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution authorizing a memorandum of agreement between the Town Council and Board of Education for the position of Armed Security Officer.

ITEM SUBMITTED BY: Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: November 22, 2022

TOWN MANAGER APPROVAL:

ITEM SUMMARY: In August 2022 the Board of Education voted for the creation of five Armed Security Officer (ASO) positions. In evaluating the implementation structure of this program, it was recommended by the Town's & BOE's insurance provider CIRMA for the positions to be a division of a law enforcement department. This recommendation was made primarily due to the ongoing training and certification requirements for carrying a firearm which is similar to the training/certification for law enforcement. In September, I began working with the Superintendent to draft the proposed agreement which is similar to the existing agreement the Town and BOE have for the SRO position. These positions would operate as 10-month employees. The MOA outlines the general duties and responsibilities of the ASOs, the financial reimbursement agreement and oversight of the positions.

The Board of Education considered the MOA at their regular meeting on November 16, 2022 and approved the document as presented.

FINANCIAL SUMMARY: The MOA outlines the reimbursement to the Town of salary; fringe benefits and related costs be received based on the number of days assigned as the ASO. The agreement also provides for reimbursement to the Town for the administrative oversight of the ASO employees.

STAFF RECOMMENDATION: Approval of resolution

TOWN ATTORNEY REVIEW: Reviewed

COUNCIL ACTION DESIRED: Action on Resolution

SUPPORTING MATERIALS: Resolution
Memorandum of Agreement

Resolution #22 - 51

**RESOLUTION TO AUTHORIZE THE MEMORANDUM OF AGREEMENT BETWEEN
THE TOWN COUNCIL AND BOARD OF EDUCATION FOR THE POSITIONS OF
ARMED SECURITY OFFICERS**

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that the memorandum of agreement between the Town Council and Board of Education be authorized for the positions of Armed Security Officers.

KILLINGLY TOWN COUNCIL

Jason Anderson
Chairman

Dated at Killingly, Connecticut
this 22nd day of November 2022

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on November 22, 2022, 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. I further certify that Mary T. Calorio now holds the office of Town Manager and that she has held that office since March 11, 2019.

Elizabeth Wilson, Town Clerk

Date

School District Armed Security Officer Agreement

Agreement Between the Town of Killingly and the Killingly Board of Education

The School District Armed Security Officer Program

This agreement is made and entered into this _____ day of _____, 2022, by and between the Town of Killingly (the "Town"), the Killingly Board of Education (the "BOE").

I. Introduction

The Armed Security Officer (the "ASO") Program involves the placement of a qualified civilian employee (the "employee") from the Killingly Police Department within the education environment of the Killingly Public Schools. The ASO is an employee of the Town, who is **contractually** supervised operationally by the Town Police Department.

The ASO is a visible active security officer at the schools to which he/she is assigned. The ASO's primary function **is** providing a safe school environment.

The Town of Killingly, Town Manager/Chief of Police and the Killingly **Public Schools Board of Education** shall review and agree to the principles in this agreement in its entirety.

II. Goals and Objectives

- Establish a positive working relationship in a cooperative effort with staff and students to establishing a positive school environment.
- Maintain a safe and secure environment on school campuses which will be conducive to learning.

III. Supervision of School District Armed Security Officer(s)

The Town of Killingly agrees to provide ASOs within the Killingly Board of Education system during the school year, while school is in session.

The Town Manager/Police Chief, Killingly Police Department and the Superintendent of Schools (or designee) will participate in the hiring process of all ASOs. **Notwithstanding the Town Manager shall be the ultimate hiring authority.**

ASOs shall remain employees of the Town and shall not be an employee of the BOE. The Killingly Public Schools acknowledges that ASO will remain subject to the supervision and control of the Killingly Police Department. However, while acting in the capacity of ASO, the ASO shall take direction from school administration.

The Superintendent of Schools or his/her designee shall meet annually with the ASO and the Chief of Police or his/her designee with input from the administration to discuss the job

performance of the ASO.

IV. Appointment, Term and Schedule

The Town Manager/Chief of Police or designee will assign the ASO's workdays and shifts. The ASO duty hours shall be determined by the Town of Killingly and the Board of Education. It is understood that during these shift/hours, the ASO may be off campus to conduct such tasks as may be required by their assignment or other assignments designated by the Killingly Police Department.

The parties acknowledge the funding allocation for fiscal year 2022-2023 has been approved for five ASO positions. The Town has no obligation to provide ASO coverage when an ASO position is unavailable for duty.

The ASO may be assigned, as part of their regular duties, for designated special events, such as the alcohol-free school parties, homecoming events and graduation events whenever possible. If such attendance requires overtime, overtime is subject to the approval of the ASO's police department supervisor. The ASO shall not be used to replace a Killingly Police Officer for an event. The ASO may be utilized as a safety enhancement due to his/her knowledge of students, staff, and school layout/issues.

V. Duties and Responsibilities of the ASO

- The ASO will patrol the school campus/~~buildings~~ and areas around the school including unsupervised areas. Monitoring the school property for unauthorized persons/~~items~~. If needed, redirect or escort from property.
- The ASO will intervene in activities that may result in injury and encourage students to not participate in such conduct.
- The ASO will build positive and professional relationships with students and leverage those relationships to establish and maintain productive and safe learning environments.
- The ASO shall notify the principal or his/her designee and the Superintendent of Schools whenever any law enforcement action has been requested while performing in the role of ASO;
- The ASO shall maintain records as required by the Town of Killingly and as requested by the Killingly ~~Public Schools~~ Board of Education for their use in evaluating and reviewing the ASO program and this agreement.
- The ASO will assist the Superintendent of Schools, school principals, faculty, and staff to maintain a safe learning environment.
- The ASO will abide by all applicable school board policies and regulations.
- The ASO will consult with and coordinate activities through the school principal or his/her designee.

- The ASO will be available to students, parents and staff who freely want to discuss concerns.
- The ASO shall be available for flexible scheduling to reasonably accommodate designated after school and evening school activities whenever possible.
- The ASO will support the SRO in the performance of his/her duties.
- Searches by ASO- **Sec. 54-33n. Search of school lockers and property.** All local and regional boards of education and all private elementary and secondary schools may authorize the search by school or law enforcement officials of lockers and other school property available for use by students for the presence of weapons, contraband or the fruits of a crime if (1) the search is justified at its inception and (2) the search as actually conducted is reasonably related in scope to the circumstances which justified the interference in the first place. A search is justified at its inception when there are reasonable grounds for suspecting that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school. A search is reasonably related in scope when the measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.
- The ASO will not be responsible for student discipline or enforcement of school rules, although the ASO may provide assistance to school personnel in this regard when requested by the school principal.
- The ASO will work collaboratively with school administrators to determine the goals and priorities for the ASO program and the parameters for the ASO's involvement in school disciplinary matters, consistent with the terms of this agreement.
- ASO will not be used for classroom coverage.
- ASO will not be used to watch a problem student, unless student is violent, attempting to hurt self or others.
- ASO will not conduct a "pat-down" search of a student.
- ASO will not be assigned a task which takes him/her away from his/her primary mission- school safety for a protracted period.

VI. Uniform and Equipment of School District Armed Security Officer

The ASO will wear his/her approved uniform with appropriate emblems and name badges depending on the type of school activity and program and/or the request of the school or the Killingly Police Department.

The ASO will carry their approved duty firearm, and other departmental issued equipment.

The ASO will have his department ID available on his/her person.

The Town Manager/Chief of Police and the Superintendent shall jointly set expectations and resolve any disputes in this area.

VII. Duties of the Killingly Public Schools

The Killingly ~~Public Schools~~ Board of Education shall provide to the ASO the following materials and facilities which are deemed necessary to the performance of the ASO:

- Access to view all security cameras throughout the school.
- Provide key(s) and key card access to schools.
- Access to ~~Power School, Educators Handbook~~ student databases, & ~~Vector Solutions- Training K-12~~ professional development training platforms
- Provide a school email account.
- Provide a school radio.
- Provide access to a computer.
- Access to the Killingly Public Schools records management system including access to inspect and copy public records maintained by the school to the extent allowed by law.
- Access to student record information in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g.

VIII. Funding of the ASO

The ASO is a Killingly Police Department Employee who is based in a Killingly Public-School location during the school year and is considered a part of the Killingly School District team. As such the Killingly Board of Education will compensate the Town of Killingly as described below:

The Killingly ~~Public Schools~~ Board of Education will reimburse the Town annually the prorated cost of the ASO's salary, fringe benefits, equipment, and uniforms each fiscal year based on the number of days assigned as the ASO for the school system. The Killingly ~~Public School System~~ Board of Education will also reimburse the Town annually the prorated cost of administrative costs to oversee the ASO staff, training, and program. The Town will document hours and all administrative costs to be charged to the Killingly ~~Public Schools~~ Board of Education.

IX. Data Collection and Monitoring

The parties agree that they will provide baseline data for comparison purposes and regularly collect, share, monitor and report data resulting from the implementation of this agreement.

Data Collection:

On a regular basis the following information will be collected:

School - number and types of disciplinary actions, numbers and demographics of students involved, referrals to police.

Police - number and types of reportable school incidents and number and types of events which are for documentation only (no report).

Monitoring and Oversight:

On a regular basis and at least quarterly, the parties agree that the school **administration**, Town **Manager** and the Superintendent of Schools will meet to discuss the ASO program, provide oversight of the agreement and review relevant data and analysis. At least annually the parties will discuss improvements to the agreement and/or its implementation.

X. Dismissal of an Armed Security Officer

In the event a school principal or Superintendent feel the ASO assigned is not effectively performing his/her duties and responsibilities, such as documented failure to act, egregious acts or incidents, the principal shall contact the Superintendent of Schools. Within a reasonable amount of time after the Superintendent of Schools receives this information, the Superintendent of Schools shall notify the Town Manager/Chief of Police or designee. A meeting shall be conducted with the ASO to address such concerns and mediate or resolve any issues. The Town Manager/Chief of Police may dismiss or reassign the ASO, in accordance with the Killingly Police Department's rules, regulations and general orders.

The Town of Killingly and the ~~Killingly Public Schools~~ **Killingly Board of Education** agree to provide their respective employees with training relative to this agreement and its purposes. The parties agree to maintain regular and open communication to evaluate the effectiveness of this agreement and suggest improvement or adjustments that may be necessary.

XI. Term of Agreement

The ASO is appointed by the Town Manager/Chief of Police, in consultation with the Superintendent of Schools. It is understood that either party may terminate this agreement voluntarily upon written notice of sixty (60) days. A request for revisions or modifications (agreed upon mutually) to this agreement may be made by either party in writing.

This agreement constitutes a final written expression of all terms of this agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their authorized officers.

Signed, sealed and delivered in the presence of:

Robert Angeli
Superintendent
Killingly Public Schools

Date

Norm Ferron
Chairman
Killingly Board of Education

Date

Mary T. Calorio
Town Manager/ Chief of Police
Town of Killingly

Date

Jason Anderson
Chairman
Killingly Town Council

Date

Cc: Lieutenant State Police, Troop D