

### TOWN OF KILLINGLY

#### OFFICE OF THE TOWN MANAGER

172 Main Street Killingly, CT 06239 Tel: 860 779-5335 Fax: 860 779-5382

#### SPECIAL TOWN COUNCIL MEETING

DATE: Tuesday, October 6, 20

**TIME: 7:00 PM** 

PLACE: 172 Main Street, Killingly

(Council members Only)

Public can view the meeting on Facebook Live or Channel 22. Go to www.killing ct.good click on Facebook Live

- 1. Call to Order
- 2. Roll Call
- 3. Interviews of board/commission applicants
- 4. Citizens' Statements and Petitions

Pursuant to Governor's Executive Order 7B, all public comment can be emailed to <a href="mailto:publiccomment@killinglyct.gov">publiccomment@killinglyct.gov</a> or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All public comment received prior to the meeting will be posted on the Town's website <a href="https://www.killinglyct.gov">www.killinglyct.gov</a>.

- 5. Old Business None
- 6. New Business
  - a. Consideration and action on a resolution the issuance of \$7,400,000 refunding bonds for payment of all or a portion of the outstanding principal of and interest and any call premium on the Town of Killingly's \$1,383,000 general obligation bonds, issue of 2001 (USDA), dated as of April 11, 2001, \$2,400,000 general obligation bonds, issue of 2012, dated as of May 1, 2012, and \$5,600,000 general obligation bonds, issue of 2013(USDA), dated as of May 1, 2013, and costs related thereto
  - b. Consideration and action on a resolution adopting the Collective Bargaining 1 Year Extension Agreement between the Killingly Board of Education and the Killingly Administrators Association for the period July 1, 2021 through June 20, 2022.
- 7. Executive Session None
- 8. Adjournment

#### Interview Candidates for Boards and Commissions

#### **Appointments:**

The following candidates are scheduled to be interviewed at 7:00 p.m. for positions on the *Agricultural Commission*.

#### Agricultural Commission

There are currently 3 Alternate vacancies.

The Alternate term would run 11/2020 to 10/2022.

#### Etienne Steve LaBelle, 500 Chestnut Hill Road, Killingly

Mr. LaBelle is interested in being appointed as a Regular or Alternate member of the Agricultural Commission.

#### Kristie Ann Wallis, 249 Mashentuck Rd, Danielson

Ms. Wallis is interested in being appointed as a Regular or Alternate member of the Agricultural Commission.



#### TOWN MANAGER'S OFFICE

172 Main Street, Killingly, CT 06239 Tel: 860-779-5335 Fax: 860-779-5382

#### FOR OFFICE USE ONLY

Interview Date:

Interview Time:

Action Taken:

All Actions Completed: 🗌 Yes 🔲 No

#### **Boards & Commissions Questionnaire**

	Date: 8 19 2020
Nai	
Res	sidence Address: 500 CHOSTNUT Hill Rd, Killingly
Ma	iling Address: P.O. Box 122 Ballouville ct 06233
Occ	supation: Ket, Rod union carpenter
Pho	one Number: Home: 860 88 41808 Business: Cell:
	lail Address: Labelle - Carol Quakoo, Com
1,	How long have you lived in Killingly? 60 405
2.	Are you a registered voter of the Town of Killingly? Yes No:
3.	What is your party affiliation? Republican Democrat Unaffiliated/Other
4.	Which Board or Commission appointment are you seeking? ag Ricultu Ral
5.	Would you prefer a regular position, alternate position, or it doesn't matter. (Please circle one)
6.	Why are you seeking appointment to this Board or Commission? Helf out
7. 8.	What is your experience or knowledge regarding this Board or Commission?  Work Ked For State of Ct. Dert of ag. grew up on Fah M  State your philosophy in regard to this Board or Commission:
	self SuproRting took Moduction
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
	Visit us on the web at WWW.KIILINGLYCT.GOV Was luca the lice test of the web at WWW.KIILINGLYCT.GOV

E. W. I. B.

No. 0089

P. 3/3

### Boards & Commissions Questionnaire Page 2

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:  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:  13. Have you ever served on a local government Board or Commission in this or any other town?  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 If yes, please list the Board(s) or Commission(s) in priority order:  1	TU.	Have you attended any meetings of the Board or Commission for which you are seeking an appointment? Yes No
11. Would there be a possible conflict of interest if you were appointed to this Board or Commission? Yes No If yes, please explain:  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:  13. Have you ever served on a local government Board or Commission in this or any other town?  Yes No If yes, please explain:  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 If yes, please list the Board(s) or Commission(s) in priority order:  1		
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If yes, please explain:  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:  13. Have you ever served on a local government Board or Commission in this or any other town?  Yes  No  If yes, please explain:  4. 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  If yes, please list the Board(s) or Commission(s) in priority order:  1		
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seeking appointment?		If yes, please explain:
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If yes, please list the Board(s) or Commission(s) in priority order:  1		If no openings exist on the Board or Commission to which you are seeking appointment,
1 2		
2	1	would you accept an alternate Board or Commission?
	1	would you accept an alternate Board or Commission? Yes No If yes, please list the Board(s) or Commission(s) in priority order:
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IF ADDITIONAL SPACE IS NEEDED, PLEASE CONTINUE ON REVERSE SIDE. RETURN TO: KILLINGLY TOWN MANAGER, 172 MAIN STREET, KILLINGLY, CT 06239. PLEASE CALL IF YOU HAVE ANY QUESTIONS: 860-779-5334.

### TOWN MANAGER'S OFFICE 172 Main Street, Killingly, CT 06239 Tel: 860-779-5335 Fax: 860-779-5382 FOR OFFICE USE ONLY Interview Date: Interview Time: All Actions Completed: Yes No

**Boards & Commissions Questionnaire** 

Name: Kristie Ann Wouls Residence Address: 249 Mashentuck POAD DANIELSON CT 06229 Mailing Address: 50Me As Residence Address Occupation: Direct SUPPORT STATE: State OF COnnecticut DDS Phone Number: Home: VIA Business: NIA Cell: <u>860 230 1017</u> E-Mail Address: Kristie . A. Wallis @amail.com How long have you lived in Killingly? 18 VEARS 2. Are you a registered voter of the Town of Killingly? XYes What is your party affiliation? X Republican Democrat Unaffiliated/Other 3. 4. Which Board or Commission appointment are you seeking? Hacklift Commission Would you prefer a regular position, alternate position, or it doesn't matter. (Please circle one) Anu! 5. Why are you seeking appointment to this Board or Commission? I have experience 6. knowledge regarding this Board 7. 8. Agriculture and help tarmers 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 🏻 [

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Action Taken:

Date: September 104n 2080

Pag	ne 2
10.	Have you attended any meetings of the Board or Commission for which you are seeking an appointment? Yes X No  If yes, how many times in the past twelve months? NIA, Attended P6 ONFFA Months  in 2013+2014
11.	Would there be a possible conflict of interest if you were appointed to this Board or Commission?  Yes No  If yes, please explain: NIA
12.	Have you ever come before or dealt with the Board or Commission to which you are seeking appointment? X Yes No  If yes, please explain: MOVED TO NEID SEEN APPROVAL FOR FFA MOMPAS  TO NOIL THEIR DIOJECTS WITHIN TOWN I MITTINGS. I have also with them, I have also with them, specifically Fronk as a Judge for Regional
13.	Have you ever served on a local government Board or Commission in this or any other town?  Yes No  If yes, please explain: N/A
14.	If no openings exist on the Board or Commission to which you are seeking appointment, would you accept an alternate Board or Commission?  If yes, please list the Board(s) or Commission(s) in priority order:  1
ΓOW	DDITIONAL SPACE IS NEEDED, PLEASE CONTINUE ON REVERSE SIDE. RETURN TO: KILLINGLY N MANAGER, 172 MAIN STREET, KILLINGLY, CT 06239. PLEASE CALL IF YOU HAVE ANY STIONS: 860-779-5334.

Boards & Commissions Questionnaire

### Volunteer board experience

- 2016 2018: USS Pittsburgh Family Readiness Group Secretary Position
- 2018 2019: USS Pittsbugh Family headiness Group President Position DeDloyment year
  - Certification: US Navy Family Ombudsmon Drogram Obtained in 2018
    Valid Until 2021

I am also a small business owner and have a farm of six 1 goats and 10° Chickens. We also activity year fruits, Vegetables, Flowers and Merbs on a small scale.

#### AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution authorizing the issuance of \$7,400,000 refunding bonds for payment of all or a portion of the outstanding principal of and interest and any call premium on the Town of Killingly's \$1,383,000 general obligation bonds, issue of 2001 (USDA), dated as of April 11, 2001, \$2,400,000 general obligation bonds, issue of 2012, dated as of May 1, 2012, and \$5,600,000 general obligation bonds, issue of 2013(USDA), dated as of May 1, 2013, and costs related thereto

ITEM SUBMITTED BY:

Jennifer Hawkins, Finance Director Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF:

October 6, 2020

**TOWN MANAGER APPROVAL:** 

**ITEM SUMMARY:** This item would authorize refunding of bonds previously issued in 2001, 2012, and 2013. In September, the Town's Financial Advisor (First Southwest) evaluated the Town's debt portfolio to determine if there were potential refunding opportunities. First Southwest is recommending the refinancing on the basis that the current bond market rates are substantially lower and that the Town's financial position is strong enough to support a refunding bond sale. First Southwest performed an initial market test to determine the potential savings which reflected potential savings of approximately \$600,000 - \$1,000,000. I have included an illustrative comparison provided by First Southwest to show the potential savings in each year. The bonds selected for refunding have an original call date of 10 years. The overall cost for the refunding will be \$75,000, which will be covered in the refunding premium therefore the budget will not be impacted with these costs. The Town's Bond Counsel, Judith Blank with Day Pitney, has prepared this item. This item requires a super majority vote for approval.

**FINANCIAL SUMMARY:** The refunding of the 2001, 2012, and 2013 bonds is estimated to save approximately \$500,000 to \$600,000 from now to 2050, the final payment date for the bonds. This savings would be realized in the WPCA budget as the debt was for various sewer capital projects. The timing of repayment will be substantially the same under the refunding. The annual debt payments will be adjusted to reflect the new debt schedule. Finally, the municipal bond market appears favorable regarding rates.

STAFF RECOMMENDATION: TOWN ATTORNEY REVIEW: COUNCIL ACTION DESIRED: SUPPORTING MATERIALS: Approval of the Resolution Reviewed by Bond Council Action on the Resolution

- Resolution
- Illustrative Refunding Proposal Comparison

AUTHORIZING THE ISSUANCE OF \$7,400,000 REFUNDING BONDS FOR PAYMENT OF ALL OR A PORTION OF THE OUTSTANDING PRINCIPAL OF AND INTEREST AND ANY CALL PREMIUM ON THE TOWN OF KILLINGLY'S \$1,383,000 GENERAL OBLIGATION BONDS, ISSUE OF 2001 (USDA), DATED AS OF APRIL 11, 2001, \$2,400,000 GENERAL OBLIGATION BONDS, ISSUE OF 2012, DATED AS OF MAY 1, 2012 AND \$5,600,000 GENERAL OBLIGATION BONDS, ISSUE OF 2013 (USDA), DATED AS OF MAY 1, 2013, AND COSTS RELATED THERETO

#### RESOLVED,

- That the Town of Killingly issue its refunding bonds, in an amount not to exceed SEVEN MILLION FOUR HUNDRED THOUSAND DOLLARS (\$7,400,000), the proceeds of which are hereby appropriated: (1) to fund one or more escrows, and to apply the balance held in such escrows, together with the investment earnings thereon, to the payment in whole or in part, as to be determined by the Town Manager and the Treasurer of the Town, of the outstanding principal of and interest and any call premium on the Town's \$1,383,000 General Obligation Bonds, Issue of 2001 (USDA), dated as of April 11, 2001 (consisting at original issue of \$1,383,000 Sewer Bonds), \$2,400,000 General Obligation Bonds, Issue of 2012, dated as of May 1, 2012 (consisting at original issue of \$2,400,000 General Purpose Bonds) and \$5,600,000 General Obligation Bonds, Issue of 2013 (USDA), dated as of May 1, 2013 (consisting at original issue of \$5,600,000 Sewer Bonds), including the payment of interest accrued on said bonds to the date of payment, and (2) to pay costs of issuance of the refunding bonds authorized hereby, including legal fees, consultants' fees, trustee or escrow agent fees, underwriters' fees, bond insurance premiums, net interest and other financing costs and other costs related to the payment of the outstanding bonds described above. The refunding bonds shall be issued pursuant to Section 7-370c of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.
- (b) That the Town Manager and the Treasurer of the Town shall sign the bonds by their manual or facsimile signatures. The Town Manager and the Treasurer are authorized to determine the bonds to be redeemed and the amount, date, interest rates, maturities, redemption provisions, form and other details of the refunding bonds; to designate one or more banks or trust companies to be certifying bank, registrar, transfer agent and paying agent for the bonds and escrow agent with respect to the refunding escrow or escrows to be funded with proceeds of the bonds; to provide for the keeping of a record of the bonds; to sell the bonds at public or private sale; to deliver the bonds; and to perform all other acts which are necessary or appropriate to issue the bonds.
- (c) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that costs of the refunding may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the refunding. The Town Manager and the Treasurer are authorized to amend such declaration of official intent as they deem necessary or advisable and to

bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

- (d) That the Town Manager and the Treasurer are authorized to make representations and enter into written agreements for the benefit of holders of the bonds to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds.
- (e) That the Town Manager and the Treasurer and other proper officers and officials of the Town are authorized to take all other action which is necessary or desirable to enable the Town to effectuate the refunding of all or a portion of the Town's outstanding bonds listed above, and to issue refunding bonds authorized hereby for such purposes, including, but not limited to, the entrance into agreements on behalf of the Town with underwriters, trustees, escrow agents, bond insurers and others to facilitate the issuance of the refunding bonds, the escrow of the proceeds thereof and investment earnings thereon, and the payment of the outstanding bonds in whole or in part.

KILLINGLY TOWN COUNCIL

Jason Anderson Chairman

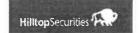
Dated at Killingly, Connecticut this 6<sup>th</sup> day of October 2020

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of the resolution adopted by the Killingly Town Council at its duly called and held meeting on October 6, 2020, 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)		

		HAHAI	<b>Vi</b> e	saw Francial	Pi	perJaffray	RAY	AOND JAMES	ROOS	EVELT & CROSS
Refunded Bonds		2001 & 2013	_	2001 & 2013		2001 & 2013	2	001 & 2013	- 2	2001 & 2013
Refunding Savings		13 X 54/8	G 3.835		100		X 43		Name of Street	FINE S
Total Budgetary Savings		\$ 1,345,1	32 \$	1,171,348	\$	1,364,592	\$	1,378,399	\$	1,372,516
Present Value Savings		\$984,9		\$835,835		\$998,412		\$1,009,767		\$1,037,417
Present Value Savings %		18.66	0%	15.834%		18.910%		19.129%		19.497%
Arbitrage Yield		1.753	5%	1.9688%		1.8250%		1.8744%		1.6177%
Refunding Bonds Details			A STATE	ES INVEN	1000		Barbara.	Eight.	SERIO III	Ballon Fill B
Par Amount		\$4,835,0	00	\$4,725,000		\$5,085,000		\$5,255,000		\$4,860,000
Total Debt Service		\$6,977,9		\$6,976,782		\$6,879,544		\$6,865,737		\$6,864,642
True Interest Cost (TIC)		2.120	7%	2.1967%		1.9450%		1.9219%		1.9913%
Dated Date		11/12/20	020	11/12/2020		11/12/2020		11/12/2020		11/12/2020
Final Maturity		4/1/20	050	4/1/2050		4/1/2050		4/1/2050		4/1/2050
Call Date		4/1/20	)30	4/1/2030		4/1/2030		4/1/2030		4/1/2030
Refunded Bonds Details	DE LOCK	A STATE OF THE STA			DEV.			ng vi gişi	I LYAN	
Par Amount Refunded		\$5,278,6		\$5,278,611		\$5,278,611		\$5,278,611		\$5,320,955
Total Debt Service		\$8,323,1		\$8,148,130		\$8,244,136	_	\$8,244,136		\$8,237,158
Maturities to be Refunded		All Outstand	_	All Outstanding		II Outstanding	A	Il Outstanding	А	II Outstanding
Average Coupon		3.686		3.5950%		3.5950%		3.5948%		3.5934%
Call Dates	4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	11/12/20	)20	11/22/2020	Section 1	11/23/2020	1000	11/12/2020	V F F S	11/13/2020
Annual Budgetary Savings -	As of 9/24/2020		A SHARE		751/0			CONTRACTOR OF THE		
	6/30/2021	\$ 23,33	32 \$	32,502	\$	25,214	\$	22,010	\$	39,177
	6/30/2022	41,60	06	31,477		39,696		39,746		33,328
	6/30/2023	41,83	39	32,645		40,314		44,014		35,246
	6/30/2024	42,07	71	28,814		40,933		45,033		37,165
	6/30/2025	42,30	04	30,232		41,551		41,051		34,083
	6/30/2026	42,53		31,651		37,170		42,269		36,252
	6/30/2027	42,70		28,069		37,988		43,488		38,420
	6/30/2028	43,00		29,738		38,806		39,706		35,589
	6/30/2029	38,23		31,406		39,625		44,125		38,007
	6/30/2030	38,73		28,075 29,993		40,443 41,262		43,393 42,662		35,425 43,094
	6/30/2031 6/30/2032	39,19 39,43		31,912		40,230		39,980		40,512
	6/30/2032	39,63		28,830		44,199		37 <b>,29</b> 9		41,331
	6/30/2034	39,8		30,999		43,017		39,617		38,449
	6/30/2035	40,0		33,167		41,836		41,836		40,568
	6/30/2036	40,29		30,336		40,654		38,954		37,586
	6/30/2037	38,8:		29,154		39,473		41,073		44,605
	6/30/2038	37,32	29	27,972		38,291		38,091		41,423
	6/30/2039	35,84	47	31,791		45,310		40,110		43,454
	6/30/2040	34,30	66	30,459		42,128		42,028		40,379
	6/30/2041	37,88		29,128		38,947		38,847		37,304
	6/30/2042	31,6		32,346		31,190		31,303		30,478
	6/30/2043	30,70		30,696		29,139		29,252		28,997
	6/30/2044	29,72		29,045		32,089		32,201		27,515
	6/30/2045	28,7		32,394		29,932		30,044		31,033
	6/30/2046 6/30/2047	27,77		30,619 29,006		27,775 30,787		32,888 30,787		29,420 28,294
	6/30/2047	30,78 28,68		32,392		28,686		28,686		27,168
	6/30/2048	31,58		30,648		31,586		31,586		26,043
	6/30/2050	29,37		28,904		29,372		29,372		29,917
	6/30/2051	152,1		152,159		152,159		152,159		153,641
	6/30/2052	104,79		104,790		104,790		104,790		148,616
		\$ 1,345,13		1,171,348	\$	1,364,592	\$	1,378,399	\$	1,372,517
Transaction Costs - potential	savings are net of t	hese costs				18 De 18				
Average Takedown Bond		\$ 5.0	00 \$	3.90	\$	4.38	\$	2.88	\$	3.42
Expenses		=	=0	-		0.61		2.24		1.68
<b>Gross Underwriting Spread</b>	- Per \$1,000 Bond	\$ 5.0	00 \$	3.90	\$	4.99	\$	5.12	\$	5.10
Issuance Costs		\$90,00	00	\$90,000		\$90,000		\$90,000		\$90,000

Preliminary, Subject to Change. For discussion purposes only.



#### Agenda Item #6(b)

#### AGENDA ITEM COVER SHEET

ITEM: Consideration and action on a resolution adopting the 1-year extension of the

Collective Bargaining Agreement between the Killingly Board of Education

and the Killingly Administrators' Association through June 30, 2022

**ITEM SUBMITTED BY:** Mary T. Calorio, Town Manager

FOR COUNCIL MEETING OF: October 6, 2020

**TOWN MANAGER APPROVAL:** 

**ITEM SUMMARY:** 

An agreement to extend the current collective bargaining agreement between the BoE and the Killingly Administrators' Association was recently reached. The proposed Agreement is for a 1-year extension to June 30, 2022. The current agreement expires on June 30, 2021. 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 September 11, 2020. 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

Memo from BOE

Agreement

#### Resolution #20 - 53

#### A RESOLUTION ADOPTING THE 1-YEAR EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE KILLINGLY BOARD OF EDUCATION AND THE KILLINGLY ADMINISTRATORS' ASSOCIATION THROUGH JUNE 30, 2022

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY that in accordance with Connecticut General Statutes, Section 10-153d, the 1-year extension of the collective bargaining agreement between the Killingly Board of Education and the Killingly Administrators' Association through June 30, 2022, is hereby approved and adopted.

KILLINGLY TOWN COUNCIL

Jason Anderson Chairman

Dated at Killingly, Connecticut this 6<sup>th</sup> day of October 2020

Attest: I, Elizabeth Wilson, Town Clerk of the Town of Killingly, do hereby certify that the above is a true and correct copy of the resolution adopted by the Killingly Town Council at its duly called and held meeting on October 6, 2020, 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)		

Received for Record: September 11, 2020 Killingly Town Clerk's Office Contracts Volume 14, Pages 224-225

## Killingly Board of Education

79 Westfield Ave., PO Box 210, Killingly, Connecticut 06239 (860) 779-6600 FAX (860) 779-3798



September 11, 2020

Elizabeth Wilson, Town Clerk Town of Killingly 172 Main St. Killingly, CT 06239

Re:

2018-2021 (extended to June 30, 2022) Collective Bargaining Agreement between the Killingly Board of Education and the Killingly Administrators Association

tabeth;

Dear Elizabeth;

In accordance with Section 10-153d(b) of the Connecticut General Statutes, I am enclosing a copy of the signed collective bargaining 1-year extension agreement between the Killingly Board of Education and the Killingly Administrators Association, for the period July 1, 2021 through June 30, 2022. The Killingly Board of Education and the Killingly Administrators Association have agreed to extend the current contract on file to June 30, 2022 with the salary changes reflected on the agreement attached to this letter.

Doug Farrow, Chairperson Killingly Board of Education

Cc: Dr. Diane Summa, Interim Superintendent of Schools Kim Gillespie-Burnham, Director of Human Resources Mary Calorio, Town Manager

### Agreement

#### Between

# Killingly Board of Education And Killingly Administrators Association

July 1, 2018 - June 30, 2021

Killingly Public Schools ... Commitment to Excellence

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### ARTICLE 1 RECOGNITION

1.1 For the purposes of collective negotiations, with respect to salaries and all other conditions of employment and any questions arising thereunder, the Board of Education recognizes the Killingly Administrators' Association as the exclusive bargaining agent and representative for all administrators as defined in §10-153b of the Connecticut General Statutes, also known as Public Act 811 of the 1969 General Assembly. The Association recognizes the Board as the legally constituted instrument of local school government as elected under §9-185 of the Connecticut General Statutes.

### ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 Unless expressly limited or relinquished by a specific section of the Agreement, all rights, powers and authority held by the Board prior to this Agreement pursuant to any charter, general or special statute, ordinance, regulation, policy or practice, whether exercised or not, shall remain vested solely and exclusively in the Board.
- 2.2 Such rights, powers and authority include, but are not limited to, establishing standards of performance and conduct of its employees; determining educational policy and the methods and means necessary to fulfill that policy; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; and the establishment of reasonable personnel rules and procedures except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms or provisions of this agreement.

### ARTICLE 3 NO STRIKE CLAUSE

3.1 Neither the Association nor any member shall engage in, induce, support, encourage or condone a strike, sympathy strike, work stoppage or slowdown, concerted withholding of services, sick-out, or any interference with the orderly operations of the schools.

### ARTICLE 4 SALARIES

4.1 The Board agrees to pay the scale of salaries set forth in Appendix A.

### ARTICLE 5 EMPLOYMENT YEAR

5.1 The salaries set forth in Appendix A are based on an employment year of twelve months. In the event that the Board establishes a position with a work year shorter than twelve months, the salary for that position shall be pro-rated based on the length of the work year for such position.

### ARTICLE 6 VACATION

- 6.1 The provisions of this Article pertain only to twelve-month administrators.

  Administrators shall be entitled to twenty-five (25) days vacation each year.
- The Board and the Association recognize the importance of scheduling administrators' vacation days in a manner that minimizes the impact on the district's educational program. Except in emergencies, all requests to take vacation days must be submitted in writing to the Superintendent. All vacation requests must be approved by the Superintendent, provided that such requests shall not be denied arbitrarily or capriciously.
- Vacation time is neither cumulative, transferable nor reimbursable except that up to seven (7) days may be carried over to the subsequent fiscal year.
- Administrators hired before June 30, 2005, upon severance of their employment with the Killingly Public Schools, will receive payment for the twenty (20) days of accrued vacation which was earned in their first year of employment. Such payment shall be made at the per diem rate in effect for each eligible administrator at the time of severance of employment with the Killingly Public Schools. Administrators hired on or after July 1, 2005, upon severance of their employment with the Killingly Public Schools, will not be entitled to a per diem rate of pay for vacations accrued but unused.

### ARTICLE 7 INSURANCE BENEFITS

- 7.1 The Board shall provide the following insurance coverage:
- 7.1.1 A high deductible/HSA plan including the following components:

#### For the 2018-19 and 2019-20 contract years:

	In-Network	Out-of-Network		
Annual Deductible (Individual/Aggregate Family)	\$2,000/4,000 (Shared In/Out)			
Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits		
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits		
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$10/25/40 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits		
Co-insurance Maximum (Individual/Aggregate Family) (Reflects In-Network Post Deductible RX Copays and Out-of-Network Coinsurance Amounts)	\$1,000/2,000 (In-Network post deductible RX copays)	\$2,000/4,000 (Out of Network Coinsurance)		
Combined In/Out Out-of-Pocket Maximum (Individual/Aggregate Family)	40,000			
Lifetime Maximum	Unlimited	\$1,000,000		

#### Effective with the 2020-21 contract year:

	In-Network	Out-of-Network
Annual Deductible (Individual/Aggregate Family)	III	2,250/4,500 nared In/Out)
Co-insurance	N/A	20% co-insurance after deductible, subject to co-insurance limits
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense, Subject to deductible, once deductible is met, then \$10/25/40 copay per prescription	20% co-insurance after deductible, subject to co-insurance limits
Co-insurance Maximum (Individual/Aggregate Family) (Reflects In-Network Post Deductible RX Copays and Out-of-Network Coinsurance Amounts)		\$2,250/4,500 (Out of Network Coinsurance)
Combined In/Out Out-of-Pocket Maximum (Individual/Aggregate Family)		,500/11,000 -Network Coinsurance Maximums are met)
Lifetime Maximum	Unlimited	\$1,000,000

For each full-time administrator enrolled in the high deductible/HSA plan, the Board will contribute the following amounts into the administrator's HSA, as applicable:

Individual coverage: \$1,000 per year. Family coverage: \$2,000 per year.

The Board's HSA contribution shall be pro-rated for any part-time administrator. One-half of the Board's annual HSA contribution will be deposited into the HSA accounts in September, and the remaining one-half of the Board's annual HSA contribution toward the HSA deductible will be deposited into the HSA accounts in January.

The parties acknowledge that the Board's contribution toward the funding of the 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 administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. For any plan year in which an administrator is enrolled in the high deductible/HSA plan for only a portion of the plan year, the Board's contribution toward the funding of the deductible shall be pro-rated.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any administrator who is precluded from participating in a Health Savings Account ("HSA") because the administrator receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for administrators participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for administrators enrolled in the HSA.

Excise Tax: If the Board receives notice that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Association will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Teacher Negotiation Act.

- 7.1.2 Life insurance on employee in an amount equal to two times annual salary.
- 7.1.3 Anthem Blue Cross Flex Dental Program to include caps and crowns, implants and root canal paid 100% up to a maximum of \$2,000 (Blue Cross or equal benefits plan).
- 7.1.4 The Board will act as a contracting agent for the Association for the purpose of purchasing group long-term disability insurance for the entire bargaining unit. All bargaining unit members shall participate and will be responsible for 34% of the cost for this disability plan; the Board will pay 66% of the cost of this Plan. Administrators not currently enrolled in the Plan must meet the insurance company's insurability requirements in order to be enrolled in this insurance program. The disability benefits

shall be 60% of the administrator's salary to a maximum of \$6,000 per month after a waiting period of 180 days. Enrolled administrators will submit a wage deduction authorization permitting the Board to deduct the costs for such plan through payroll deductions. Enrollment, participation in the Plan and benefits under the Plan shall be subject to insurance carrier rules, regulations and policy provisions. The disability plan will provide for payment of a benefit upon exhaustion of accumulated sick leave or at a time specified by the long-term disability plan as agreed to by the Association.

- 7.1.5 The Board will adopt an Internal Revenue Code Section 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.
- 7.1.6 In each case where the name of a particular company or a specific plan has been used in this Article, the intent is to indicate a general type of insurance and not to establish a relationship with one particular company or any specific plan. In each case, the Board is free to seek comparable insurance with other companies.
- 7.2 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 that 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 in accordance with the provisions of Section 15.2.6. The arbitrator's decision shall be in writing and shall be final and binding. There shall be no change in the insurance plan pending the arbitrator's award. For purposes of this article, term "benefits" shall include the factors of claim processing and availability of service providers.
- 7.3 The Board and the administrators shall pay the following percentages of the premiums for the insurance benefits set forth in this article:

	H.S.A. Plan and Dental
2018-19	22.5 %
2019-20	23.5 %
2020-21	24.5%

7.3.1 The administrator will pay his/her share of the premium by automatic payroll deduction. In this regard, to be eligible to receive such insurance benefits, each administrator must submit a wage deduction authorization permitting the Board to deduct such premium costs. Each administrator will be informed in writing prior to the first deduction of the premium cost. An administrator 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.

### ARTICLE 8 HOLIDAYS

8.1 Twelve month administrators shall be entitled to the following holidays, provided that school is not in session on such days:

New Year's (2 days)

Good Friday

Memorial Day

Columbus Day

Thanksgiving Day

Martin Luther King Day

Memorial Day

Fourth of July

Veteran's Day

Christmas (2 days)

\*Presidents' Day: Administrators will have a total of two (2) paid holidays in conjunction with Presidents' Day weekend, as designated by the Board.

In the event that school is in session on any of the holidays set forth above, the Board will provide a floating holiday in lieu of the holiday. The Superintendent and the President of the Association shall, by mutual agreement, designate the date on which any floating holiday shall be taken by all administrators.

8.2 If a holiday falls on a weekend and if in celebration of such holiday schools are closed on another day administrators shall be entitled to that day as the holiday. The dates of the Christmas holidays shall be scheduled by the Superintendent of Schools.

#### ARTICLE 9 SICK LEAVE

9.1 Twelve-month administrators shall be entitled to paid sick leave for up to eighteen (18) working days in each school year. Unused sick leave for administrators shall be accumulated from year to year to a maximum of 200 days. If requested by the Superintendent, sick leave shall be affirmed by a certificate of an attending physician.

### ARTICLE 10 SPECIAL LEAVES

- 10.1 The Board agrees to maintain the following leaves with pay policies. Such leaves must be requested in writing as far in advance as possible.
- 10.1.1 Personal Days. The Superintendent may, at his/her discretion, grant each twelve-month administrator personal leave with pay for up to four (4) days per year.
- 10.1.2 <u>Professional days</u>. The Superintendent may, at his/her discretion, grant leave with pay for professional conventions or conferences or to observe an activity in another school or school system.

- 10.1.3 Bereavement Funeral Leave The Superintendent will grant bereavement/funeral leave with pay in the event of death in an administrator's family. For the purposes of this leave, family shall mean: spouse, son, daughter, parent or step-parent, brother, sister, or the same relationship in-law, grandparent or guardian, or grandchildren.
- 10.2 Paid leave may be granted at the discretion of the Superintendent to attend the funeral of a non-family member.

### ARTICLE 11 JURY DUTY

Any administrator who is called to serve on jury duty shall receive his/her regular salary less reimbursement for jury service.

### ARTICLE 12 PAYROLL DEDUCTIONS

- 12.1 In addition to those payroll deductions required by law, the following payroll deductions will be made:
  - A. Insurance
  - B. Professional Association Dues
  - C. Teacher Retirement
  - D. Annuity
  - E. Credit Union
- 12.2 Administrators will have a limited choice of companies for the purpose of investing in tax-sheltered annuities. A list of the companies will be maintained in the Superintendent of Schools' office. A company will be added to the list upon the receipt of a written request signed by seven (7) or more administrators. A condition to the addition of a company to the list shall be the company's execution of a hold harmless agreement in favor of the Board of Education.
- 12.3 All requests for deductions must be in writing on an approved authorization form and such deductions shall be equally deducted except as required by law.
- 12.4 Twenty-six (26) or twenty-seven (27) equal bi-weekly salary payments will be made. Payment dates for subsequent fiscal years shall be provided by June 1st.
- 12.5 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.

#### ARTICLE 13 AGENCY FEE

- 13.1 Conditions of Continued Employment: All administrators employed by the Killingly Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- 13.2 <u>Deductions</u>: The Board agrees to deduct from each administrator an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deduction for each paycheck shall be equal to the Association membership dues or service fee divided by twenty-four (24) paychecks from the first paycheck in July at the rate of two (2) per month. The amount of Association membership dues and service fee shall be certified by the Association to the Board prior to the beginning of each July.
- 13.3 <u>Subsequent Employment</u>: Those administrators whose employment commences after July 1 shall pay a prorated amount equal to the percentage of the remainder of the work year.
- 13.4 Forwarding of Moneys: The Board agrees to forward to the Association each month a check for the amount of money deducted during the month. The Board shall include with such check a list of administrators for whom such deductions were made.
- Indemnification: The Association shall indemnify and save the board and/or the Town harmless against all claims, demands, suits or other forms of liability including attorney's fees and costs which may arise by reason of any action taken in making deductions pursuant to this Article. Any claims, demands, suits or other forms of liability arising pursuant to this Article as a result of a failure by the Board of Education to comply with the terms of this Article will not be subject to this hold harmless clause.

### ARTICLE 14 USE OF PRIVATE VEHICLES

14.1 The Board shall reimburse employees for the authorized use of a private motor vehicle on official school business at the rate approved by the federal government, except for the Director of Pupil Personnel Services, Assistant Director of Pupil Personnel Services and the District Reading and Math Coordinators who shall receive the following amounts annually (subject to all applicable taxes):

2018-19: \$1,500 2019-20: \$1,600 2020-21: \$1,700

### ARTICLE 15 GRIEVANCE PROCEDURE

#### 15.1 Definition

15.1.1 Grievance - A "grievance" shall mean (a) a claim by an administrator, or group of administrators or the Killingly Administrators' Association, because of violation, misinterpretation, or misapplication of the terms of this Agreement; (b) upon a violation of a procedure contained within the district's administrator evaluation plan.

<u>Days</u> - The term "days" shall mean business days on which the Board's central office is open.

15.1.2 Rights of Administrators to Representation - Any aggrieved person may be represented at Levels 1 and 2 of the grievance procedure by himself/herself, or at his/her option, by a representative of the administrators' association

#### 15.2 Procedure

- 15.2.1 Grievances must be filed in writing at Level 1 of this grievance procedure within twenty (20) 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.
- 15.2.2 A grievance filed at the formal 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 provision(s) of the contract allegedly misinterpreted, violated or, when applicable, inequitably applied;
  - d. The results of previous discussions or decisions, if any;
  - e. Remedy requested.

#### 15.2.3 Informal Discussion

If an administrator feels that he/she may have a grievance, he/she may first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.

#### 15.2.4 Formal Procedure

#### Level 1 - Superintendent of Schools

- a. If the grievant is not satisfied with the informal discussion of the grievance, the grievant shall within the time limitations of Section 15.2.1 of this Article, file a 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 this decision and reasons in writing to the grievant with a copy to the Association.

#### 15.2.5 Level 2 - Board of Education

- 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 after such meeting at Level 1, 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 of Education with a copy to the Superintendent of Schools. The Superintendent shall forward all documents related to the grievance to the Board of Education.
- b. At the Association's request, the Board of Education or a committee thereof shall schedule a meeting to consider the grievance; the meeting shall be scheduled within ten (10) days of the receipt of the written grievance.
- c. The Board shall, within ten (10) days of the meeting, render its decision in writing to the grievant with a copy to the Association.

#### 15.2.6 Level 3 - Arbitration

a. If the decision of the Board does not resolve the grievance then the grievant may submit the grievance to the administrators' association or a committee thereof for the purpose of determining whether the grievance should be submitted to arbitration.

In the event the administrators' association or a committee thereof determines that the matter should be submitted to arbitration, it shall advise the Superintendent of this determination in writing within ten (10) days of receipt of the Board's decision or the expiration of the time limit for rendering a decision (whichever is sooner).

#### b. Procedure for Securing Arbitrator

The Superintendent and the Association shall within five (5) days after such written notice jointly attempt to select a single arbitrator who is an experienced labor arbitrator. If the parties are unable to agree on an arbitrator within such five-day period, the Association shall submit the demand for arbitration to the American Dispute Resolution Center, Inc., (ADRC) in accordance with its administrative procedures, practices and rules within an additional five-day period.

#### c. Limitation and Recommendation of Arbitrator

The arbitrator shall limit consideration to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be "final and binding," except as otherwise provided by law.

#### d. Cost of Arbitration

The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel 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.

e. Failure to 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 one. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

### ARTICLE 16 REDUCTION IN FORCE

- 16.1 For purposes of this Article, a reduction in force occurs when the Board of Education eliminates an administrative position and/or reduces the number of administrators in the bargaining unit. The parties acknowledge the definition of teacher as set forth in Connecticut General Statute §10-151.
- 16.2 An administrator's employment can be terminated as a result of a reduction in force only if no vacancy exists in a certified position for which the administrator is qualified.
- 16.3 The determination of whether an administrator is qualified for the purposes this provision shall be based upon the administrator's certification, performance (as determined from

written evaluations), training, experience, academic background and the needs of the school system. Notwithstanding the above, an administrator shall not be considered qualified for an administrative position unless the administrator has prior administrative experience within such position or a higher level position, or teaching experience, at the grade level in question. As between two equally qualified administrators, the senior administrator shall be given preference. Seniority for the purposes of this provision shall be based on administrative service in the Killingly School System. Nothing herein requires the placement of an administrator in a position of higher rank or compensation.

#### 16.4 Recall Procedure

- a. The name of any administrator whose employment has been terminated because of a reduction in force shall be placed on a re-appointment list and remain on such list for three (3) years provided such administrator does not refuse an appointment to an administrative position of comparable pay to that previously held and provided such administrator applies, in writing, by certified or registered mail for the retention of his/her name on said list on or before July 1st of each year subsequent to his/her termination.
- b. No new administrator shall be hired for an administrative position until all qualified persons on the re-appointment list have been offered the position and have declined the offer (see Section 16.3 for definition of "qualified"). In determining the order in which offers of re-appointment will be made to qualified persons, preference shall be given to those earlier terminated.
- c. A qualified administrator on the re-appointment list shall receive a written offer of re-appointment by registered or certified mail to his/her last known address. The administrator shall accept or reject the appointment within ten (10) days. An administrator who rejects (or who fails to accept) any such appointment within that time period shall forfeit all further recall rights.
- d. In the event an administrator is recalled to an administrative position, such administrator shall have his/her accumulated sick leave at the time of termination restored to him/her.

#### ARTICLE 17 TRANSFERS

17.1 An administrator transferred against his/her will to a different position within the administrators' bargaining unit, shall be entitled to the higher of the two salaries for the following contract year only. An administrator transferred against his/her will to a position within the teachers' bargaining unit, shall be entitled to a separation allowance in recognition of the employee's service as an administrator, with such separation allowance being equal to the difference between the employee's salary as an administrator

immediately prior to the bump into the teaching position and the employee's salary as a teacher following the bump into the teaching position. The separation allowance shall be paid for a period of one school year, and shall be paid to the employee throughout the course of that school year in accordance with the Board's regular payroll schedule. The provisions of this Article shall be applicable to transfers which result from elimination of administrative positions. However, this provision will not be applicable to transfers which result from unsatisfactory performance.

### ARTICLE 18 PERSONAL INJURY BENEFITS

- 18.1 When an administrator is absent from work as a result of personal injury caused by an accident or an incident arising out of and in the course of his/her employment other than an assault while acting in the discharge of his/her duties, he/she may elect to receive his/her full salary for the period of such absence by utilizing available sick leave. Any salary payable pursuant to this Article shall be reduced by the amount of any workers' compensation awarded for temporary disability due to the said injury for the period for which salary is paid.
- Payment of the salary benefits set forth in this Article shall be contingent upon the administrator's filing a workers' compensation claim. In the event the Workers' Compensation Commissioner determines the claim is not compensationable, the Board will have no obligation to the administrator under this Article.
- 18.3 It is not the intent of this Article to limit the administrator's statutory rights pursuant to the Workers' Compensation Act.

### ARTICLE 19 WITHHOLDING OF INCREASES

19.1 Annual salary increases for administrative services may be withheld by the Superintendent because of unsatisfactory performance on the part of any administrator as judged by the Superintendent of Schools, provided that the Superintendent shall not withhold a salary increase arbitrarily or capriciously. Before an increase can be withheld, the Superintendent must notify the administrator in writing on or before February 1 of any school year that such action is being considered and state the reasons why such action is under consideration. The administrator shall be notified prior to May 15 if increases are to be withheld for the next year. Such notification shall be in writing and reasons shall be stated.

#### ARTICLE 20 PERSONNEL FILES

20.1 An administrator has the right to review his/her personnel file upon request at a mutually agreed upon time. No written statement of criticism will be placed in an administrator's personnel file unless the administrator has been notified. The administrator may submit a written response regarding any material in his/her personnel file and the response shall be attached to the file copy of the material in question. No anonymous complaints shall be placed in any administrator's personnel file.

### ARTICLE 21 DISCIPLINARY ACTIONS

No administrator may be disciplined for reasons that would be considered arbitrary or capricious. This provision is not applicable to terminations and non-renewals which are covered by the provisions of Connecticut General Statutes §10-151.

### ARTICLE 22 AMENDMENT

22.1 This agreement shall not be altered, amended or changed except by mutual consent, in writing, signed by both the Board and the Association.

### ARTICLE 23 SAVINGS CLAUSE

23.1 Should any provision of this Agreement be found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in force.

### ARTICLE 24 EDUCATIONAL CREDITS

- 24.1 Subject to the prior written approval of the Superintendent or his/her designee, administrators shall be reimbursed for up to twelve (12) credit hours of course work per year (no more than six (6) credit hours per semester during the school year) subject to the following conditions:
- 24.2 Reimbursement per credit hour shall not exceed \$400.
- 24.3 Fifty (50%) percent of the costs of texts and materials up to \$100 per course shall be reimbursed.
- 24.4 The Course must be in the area of the administrator's current assignment or in an educationally related held approved by the Superintendent.

- 24.5 A transcript or other official record of successful completion of the course must be forwarded to the Superintendent.
- 24.6 A summary of course costs must be forwarded to the Superintendent of Schools at the time the administrator requests the Superintendent's approval.
- 24.7 The obligation of the Board of Education under this Article shall not exceed \$6,500.

### ARTICLE 25 DURATION OF AGREEMENT

25.1 Accept as noted below, this Agreement shall be binding on the Board, the Association and the employees from July 1, 2018 to June 30, 2021.

#### SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized, and their seals affixed.

By: Olympson, Chairperson

WITNESS:

Steven Rioux, Superintendent of Schools

KILLINGLY ADMINISTRATORS ASSOCIATION

Francis Lagran Co Provid

Francis Lagace, Co-President

Heather Taylor, Co-President

WITNESS:

### APPENDIX A - SALARY SCHEDULES 2018-19

	1	2	3
High School Principal Director Curriculum & Instruction	\$132,376	\$135,582	\$138,800
Middle School Principal PPS Director	\$126,104	\$128,810	\$132,057
Elementary Principal Family Resource Director	\$120,205	\$123,115	\$126,095
High School Assistant Principal PPS Assistant Director	\$114,118	\$116,869	\$119,699
Middle School Assistant Principal District Mathematics Consultant District Reading Consultant	\$112,882	\$115,606	\$118,397
Elementary Assistant Principal	\$110,403	\$113,067	\$115,794

**GWI: 2.00%** 

Administrators who were not on top step in 2017-18 shall advance one step effective July 1, 2018. Note: schedule was re-numbered from 2-5 to 1-3.

2019-20

	1	2	3
High School Principal Director Curriculum & Instruction	\$135,685	\$138,972	\$142,270
Middle School Principal PPS Director	\$129,257	\$132,030	\$135,358
Elementary Principal Family Resource Director	\$123,210	\$126,193	\$129,247
High School Assistant Principal PPS Assistant Director	\$116,971	\$119,791	\$122,691
Middle School Assistant Principal District Mathematics Consultant District Reading Consultant	\$115,704	\$118,496	\$121,357
Elementary Assistant Principal	\$113,163	\$115,894	\$118,689

**GWI: 2.50%** 

Administrators who were not on top step in 2018-19 shall advance one step effective July 1, 2019.

2020-21

	1	2	3
High School Principal Director Curriculum & Instruction	\$139,077	\$142,446	\$145,827
Middle School Principal PPS Director	\$132,488	\$135,331	\$138,742
Elementary Principal Family Resource Director	\$126,290	\$129,348	\$132,478
High School Assistant Principal PPS Assistant Director	\$119,895	\$122,786	\$125,758
Middle School Assistant Principal District Mathematics Consultant District Reading Consultant	\$118,597	\$121,458	\$124,391
Elementary Assistant Principal	\$115,992	\$118,791	\$121,656

GWI: 2.50%

Administrators who were not on top step in 2019-20 shall advance one step effective July 1, 2020.

- A. The Board in its discretion may award additional compensation during the contract year.
- B. Placement of newly hired administrators on the appropriate position scale shall be at the discretion of the Board.
- C. An administrator who is promoted to a higher paying position shall be placed on that step of the position scale which pays to the administrator a salary which is at least one (1) salary step greater than his/her present salary.
- D. An administrator who is appointed by the superintendent to a higher paying position on a temporary basis shall, after fifteen (15) calendar days of service in such temporary position, be placed on that step of the position scale for the temporary position which pays to the administrator a salary which is at least one (1) salary step greater than his/her present salary.

Temporary appointments which provide coverage during vacation periods shall be excluded from the provisions of this paragraph.