



Council Agenda

**Council Chambers
Windsor Town Hall
December 3, 2018**



7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER – Deputy Mayor Terranova
3. PLEDGE OF ALLEGIANCE – Deputy Mayor Terranova
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Board of Education
 - b) Zoning Board of Appeals
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - a) *Approve an appropriation of \$400,000 from the General Fund Unassigned Fund Balance to fund the School Safety and Security Project (Town Manager)
 - b) *Consideration of the Memorandum of Agreement between the Windsor Board of Education and the Windsor Education Association (Town Manager)
 - c) *Approve Fiscal Year 2020 Budget Parameters (Town Manager)
 - d) *Approve Fiscal Year 2020 Budget Calendar (Town Manager)
 - e) *Approve Fiscal Year 2020 Budget Format (Deputy Mayor)


**Town Council Agenda
Windsor Town Hall
December 3, 2018**



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13. *RESIGNATIONS AND APPOINTMENTS
 14. MINUTES OF PRECEDING MEETINGS
 - a) *Minutes of the November 19, 2018 Regular Town Council Meeting
 15. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
 16. EXECUTIVE SESSION
 - a) Discussion of the selection of a site or a lease, sale or purchase of real estate
 17. ADJOURNMENT

★Back-up included

Agenda Item Summary

Date: December 3, 2018
To: Honorable Mayor and Members of the Town Council
Prepared By: Peter Souza, Town Manager 
Subject: School Safety and Security Project Appropriation

Background

Public Act 14-98 established funding for competitive state grants to improve safety and security infrastructure in school buildings. Windsor Public Schools took advantage of this opportunity and received a School Safety and Security Grant in the 2014/2015 school year. The state is once again soliciting applications from local school districts and the Board of Education is respectively requesting the Town Council to consider approving a funding authorization.

Discussion/Analysis

The school district is proposing a variety of projects to improve and enhance security at several facilities. The work includes installing additional surveillance cameras and monitors, interior identification and directional signage, upgrading public address systems, reconfiguring the high school's main entrance and lobby, as well as installing bollards at building entrances to prohibit entry of vehicles. Attached is a description of proposed improvements.

Windsor qualifies for a 52% reimbursement of the project cost. The total project cost is estimated at \$400,000 and therefore a 52% reimbursement rate equals \$208,000. The Board of Education is requesting the approval of \$400,000. If awarded, the grant reimbursement funds from the State will then go directly to the town once the projects are completed.

Financial Impact

Funding authorization in the amount of \$400,000 is requested from the General Fund Unassigned Fund Balance with an anticipated reimbursement from the State of \$208,000. Upon completion of the project, grant proceeds will be available to be returned to the General Fund Unassigned Fund Balance.

Other Board Action

The Board of Education authorized submittal of the grant application at their November 20th meeting.

Recommendations

If the Town Council is in agreement the following motion is recommended for approval:

“MOVE that \$400,000 be appropriated from the General Fund Unassigned Fund Balance for the 2019 School Safety and Security project.”

Attachments

Outline of Project Components

Certification of Funds

I hereby certify that \$400,000 is available in the General Fund Unassigned Fund Balance to fund the above appropriation.



James Bourke
Finance Director

School Security Grant Application Detail

PROJECT 1 - Projected Total Cost \$15,900

Mounted Security Monitor in each School Office (SSIC Standard 1.14 – 1.20 Surveillance)

Overview:

Installation and interface of six large monitors and associated NUC computers utilizing the Avigilon Virtual Matrix software. Each monitor will displayed video panes from all interior and exterior surveillance cameras.

PROJECT 2 - Projected Total Cost \$40,200

Additional Cameras at the Windsor High School and Sage Park Middle School

Overview:

Windsor High School currently has 108 surveillance cameras and Sage Park Middle School has 74 surveillance cameras.

The project request is to add 10-12 additional cameras at both locations.

Interior and exterior security measures are a valuable part of our schools' overall physical security infrastructure. In order to maximize all points of entry/egress and all interior locations, the additional cameras are needed.

PROJECT 3 - Projected Total Cost \$87,016

Upgrade Schools' Existing Public Address Systems (SSIC 4. Communication System – 4.4 ECS Public Address (PA) Systems)

Overview:

Replace and upgrade Public Address (PA) systems.

PROJECT 4 - Projected Total Cost \$150,000

Reconfiguration of the WHS Front Main Entrance. (SSIC School Building Exterior – Points of Entry/Egress and Accessibility – Main Entrance/Administrative Offices/Lobby 5.9-5.17)

Overview:

Reconfigure the Main Front Entrance at Windsor High School. The reconfiguration will reduce the current number of doors from 6 to 4 doors. Currently the front entrance doors are all glass and the school safety monitor and office staff cannot see if someone is walking up to the main entrance until they are right in front of the glass door.

The reconfiguration will move the 4 entrance doors to the far side of the current layout. The safety monitors desk will also move to the far side of the current layout (the handicapped accessible ramp side).

PROJECT 5 - Projected Total Cost \$29,950

Interior Directional Signage (SSIC Standard = School Building Interior 6.3 - Placement of Interior Signage)

Overview:

Signage (Directional; Informational; Identification and Safety / Security) is one of the most important navigation forms for safeguarding buildings.

The project request is the creation and implementation/placement of interior signage in each building to allow staff, students, and emergency personnel the ability to navigate themselves to key locations within the school with ease.


PROJECT 6 - Projected Total Cost \$24,000

Perimeter Barrier Security (SSIC Standard = Access Control - School Site Perimeter 1.1.4 Target Hardening – Use of features that prohibit entry or accessibility.)

Overview:

The project request is to add perimeter barriers along the schools' main entrances. A bollard barrier system will protect the building entrance.

Agenda Item Summary

Date: December 3, 2018
To: Honorable Mayor and Members of the Town Council
Prepared By: Peter Souza, Town Manager 
Subject: Board of Education & Windsor Education Association Agreement

Background

Attached is the contract between the Windsor Board of Education and the Windsor Education Association. The agreement was officially received at the Town Clerk's Office on November 29, 2018.

Discussion/Analysis

Connecticut General Statutes provides that "the terms of such a contract shall be binding on the legislative body of the local school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract" in the Town Clerk's office. The highlights of the negotiated agreement include:

1. Three years in length (7/1/19 until 6/30/22)
2. Reimbursement rate for continuing education course will increase to \$200 per credit in year 1 and to \$300 per credit as of July 1, 2020.
3. Budget for tuition reimbursement plan will increase \$10,000 in year 1 and an additional \$10,000 as of July 1, 2020.
4. Employee premium cost sharing for health insurance coverage increases to 19% in year 1 and then to 20% for years 2 and 3.
5. Increases in employee cost share for health insurance and prescription coverage equal \$97,780.
6. Stipend amounts increase 1.50% in FY 2020 and FY 2021 and 1.75% in FY22.
7. General wage increase of 1.50% for the top pay step only in FY 2020 and FY 2021 and 1.75% for top step only in FY22.

Financial Impact

The projected net financial impact of wage and benefit changes is \$808,800 for FY 2020, \$944,000 for FY 2021, and \$1,037,000 for FY 2019.

Other Board Action

The Board of Education approved the contract on November 20, 2018.

Recommendation

As per state law, the specific motion regarding the contract is required to be in the negative. (A no vote equals a vote to approve contract.) The Town Council may also choose not to take action within the thirty-day time frame and the terms of the negotiated contract would go into place. If action is desired, the following motion would be in order:

"MOVE to reject the Memorandum of Agreement between the Windsor Board of Education and the Windsor Education Association."

Attachments

Executive summary
Settlement Recap
Proposed contract

**Windsor Education Association
(WEA)
Tentative Agreement
July 1, 2019 – June 30, 2022
(Three Year Agreement)**

Executive Summary

5.14 The Association President shall be provided with a list of new hires and their contact information prior to the start of the school year. The Superintendent or his/her designee shall inform the Association President within a reasonable time of any teacher hired after the start of the school year. The Association President shall be notified within a reasonable time when a long-term substitute has been in any assignment for forty (40) consecutive days.

5.15 The Superintendent shall provide the Association President with time to address newly hired teachers during a new teacher orientation prior to the start of the student school year.

5.16 The Association President may use teacher mailboxes and district email accounts to conduct Association business with the understanding that confidential Association business should be conducted through other means.

24.1 The course reimbursement rate will increase from \$100.00 per credit to \$200.00 per credit and as of July 1, 2020 it will increase to \$300.00 per credit.

24.1.5 The total to be expended by the Board for tuition reimbursement plan will increase from \$40,000 to \$50,000 per year. It will increase to \$60,000 per year as of July 1, 2020.

Salary

2019-2020	Step movement 1.50% increase to max only
2020-2021	Step movement 1.50% increase to max only
2021-2022	Step movement 1.75% increase to max only

Insurance

2019-2020	HDHP \$2000/\$4000 100% of employer funding on September 1 Rx after deductible \$5/\$25/\$40 19% employee premium cost sharing (currently 18%) HRA for those ineligible for HSA
2020-2021	HDHP \$2000/\$4000 100% of employer funding on September 1 Rx after deductible \$5/\$25/\$40 20% employee premium cost sharing HRA for those ineligible for HSA
2021-2022	HDHP \$2000/\$4000 100% of employer funding on September 1 Rx after deductible \$5/\$25/\$40 20% employee premium cost sharing HRA for those ineligible for HSA

(For employees who resign prior to September 1, there shall be no employer contribution toward the HDHP.)

Stipends

2019-2020	1.50%
2020-2021	1.50%
2021-2022	1.75%

Proposed Motion: “Move that the Board of Education vote to ratify the Agreement between the Windsor Board of Education and the Windsor Education Association covering July 1, 2019 through June 30, 2022.

**Windsor Public Schools
WEA Settlement Recap
Contract Negotiations 07/01/2019-6/30/2022**

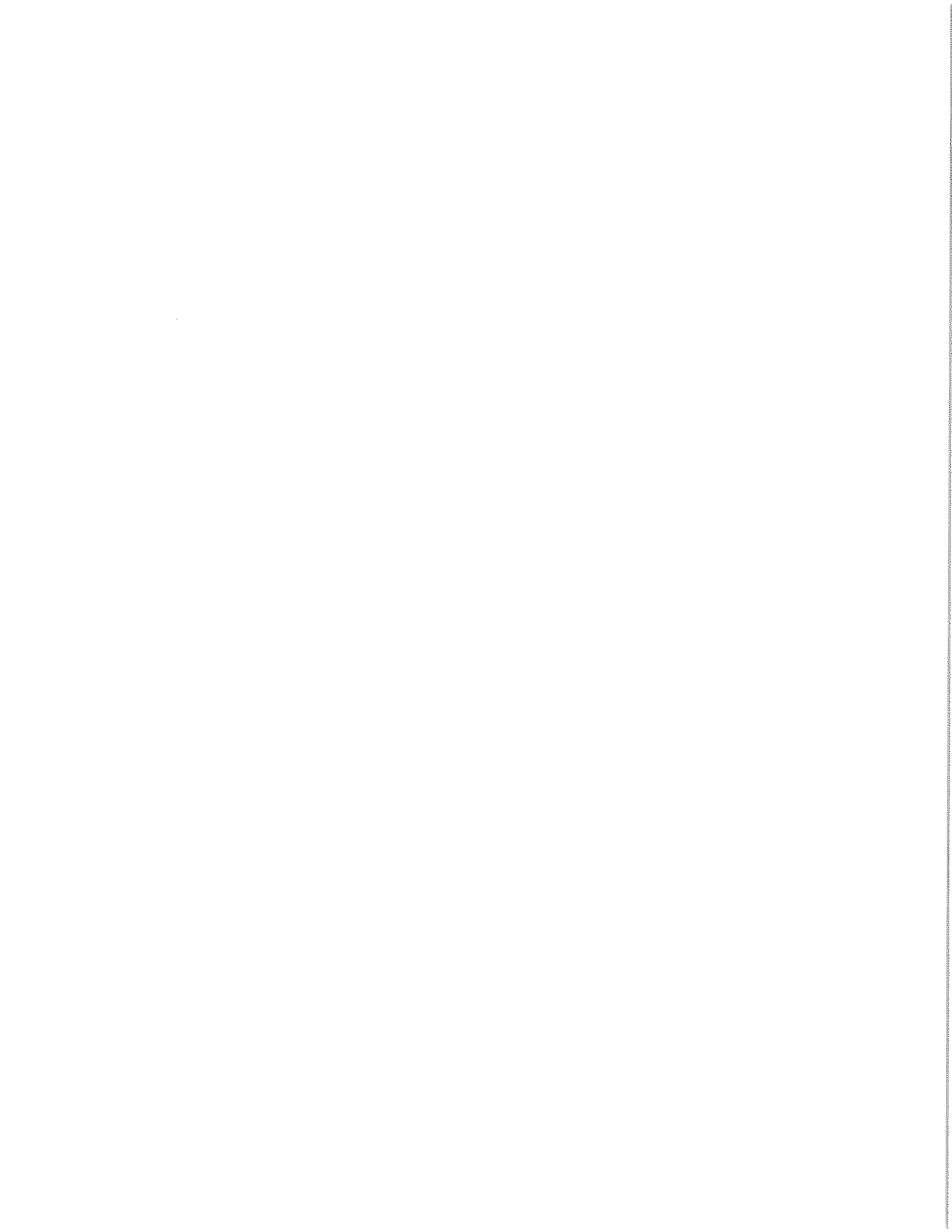
	Fiscal Year 2019/2020	Fiscal Year 2020/2021	Fiscal Year 2021/2022
<u>BASE SALARY</u>	<u>\$28,582,220</u>	<u>\$29,575,054</u>	<u>\$30,611,918</u>
GWI COST	\$222,939	\$257,244	\$339,334
GWI %	1.50%	1.50%	1.75%
STEP COST	\$634,734	\$735,590	\$697,530
STEP %	1.59%	1.97%	1.76%
Total WageCost	\$857,673	\$992,834	\$1,036,864
%	3.09%	3.47%	3.51%
<u>Medical & RX Changes</u>			
EE Cost Share Increase	\$48,890	\$48,890	-
Total Cost Containment	\$48,890	\$48,890	\$0
TOTAL NET COST	\$808,783	\$943,944	\$1,036,864
TOTAL %	2.83%	3.19%	3.39%

Notes:

FY 2019/2020 Step plus GWI 1.50% to top step only; 1% increase to employee cost share (19%)

FY 2020/2021 Step plus GWI 1.50% to top step only; 1% increase to employee cost share (20%)

FY 2021/2022 Step plus GWI 1.75% to top step only; employee cost share remains at 20%



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AGREEMENT

BETWEEN THE

WINDSOR BOARD OF EDUCATION

AND THE

WINDSOR EDUCATION ASSOCIATION

July 1, 2019 through June 30, 2022

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THIS AGREEMENT MADE AND ENTERED INTO by and between the WINDSOR BOARD OF EDUCATION (hereinafter called "Board") and the WINDSOR EDUCATION ASSOCIATION (hereinafter called "Association"), affiliated with the Connecticut Education Association and the National Education Association.

ARTICLE 1

PREAMBLE

WHEREAS, the Board and the Association recognize the importance of sustaining a high level of morale among the professional staff, and maintaining a harmonious relationship between the Board and said staff, and encouraging responsible participation by said staff in the improvement and development of the Windsor Public Schools, and assuring necessary, usual and beneficial communications between the Board and said staff;

NOW, THEREFORE, in consideration of these premises and other good consideration, the Board and the Association agree as herein set forth.

ARTICLE 2

RECOGNITION

2.1 The Board recognizes the Association as the exclusive representative of the teachers' unit as defined in Chapter 166, Section 10-153b through 10-153f of the Connecticut General Statutes as amended, which includes persons holding durational shortage area permits (DSAPs).

2.2 Unless otherwise specifically defined, the term "teacher" when used in this Agreement shall mean all employees in the above-noted group.

ARTICLE 3

BOARD RIGHTS AND RESPONSIBILITIES

3.1 It is recognized that the Board retains and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Windsor Public Schools in all its aspects including but not limited to the acquisition, control, and regulation of all property, the employment and supervision of all employees, and the organization and administration of the program of the Windsor Public Schools.

3.2 These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in

violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

ARTICLE 4

NO STRIKE CLAUSE

4.1 The Association agrees that, in an effort to effect a settlement of any disagreement with the Board, it shall not engage in any strike or concerted refusal to render services for the duration of the contract.

ARTICLE 5

GENERAL

5.1 This Agreement has been entered into by virtue of negotiations under Chapter 166, Section 10-153b through 10-153f of the General Statutes of the State of Connecticut, as amended, in order to fix for its term the salaries and other conditions of employment provided herein.

5.2 If there is any previously adopted policy, rule or regulation of the Board which is in conflict with any provision of this Agreement, said provision shall govern during the term of this Agreement. No such provision shall operate retroactively unless expressly so stated.

5.3 During negotiations, the Board and the Association shall exchange points of view and proposals and counterproposals. Either party may, if it so desires, utilize the services of outside bona fide consultants; provided, however, that if such consultants are to be present at negotiations the other party shall be advised beforehand.

5.4 It is understood that this Agreement is subject to, and shall operate within the framework of, the Statutes of the State of Connecticut.

5.5 It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with Board and administrative policies, rules and regulations.

5.6 There shall be no reprisals of any kind taken against any teacher by reason of membership in a professional organization or participation in its activities.

5.7 Teachers shall have the opportunity to review and discuss any evaluation reports with their supervisors, and to review the contents of any evaluation reports originated in this

system which are contained in their official personnel files as maintained by the Central Administrative Office.

5.8 When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representative of the teachers, during the school day, they may be given such free time, without loss of pay, as is necessary to perform any such activities, provided such activities and free time have been approved by the Superintendent or a designated representative in accordance with established administrative regulations. The Association and its officers recognize and agree that this privilege should not be abused.

5.9 If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect.

5.10 Teachers shall not encourage or participate in student protests or knowingly violate the official position of the Board or the administration regarding the operation of the school system during the basic teaching day in which students are in attendance.

5.11 The cost of duplication of the contract shall be divided equally between the Association and the Board.

5.12 Part-time teachers with full-time benefits assigned a teaching load of fifty percent or more shall be responsible for the same professional activities (in-service meetings, faculty and department meetings, etc.) as are full-time teachers (provided that such meetings take place on their regularly scheduled work day). Such part-time teachers may be excused from such activities for cause, including scheduling issues.

5.13 Each staff member who, having completed at least twenty (20) years of continuous and unbroken service in Windsor, except for leaves defined in Articles 12 – 19, may submit to the Superintendent in writing an irrevocable resignation for purposes of retirement on or before February 1, of the year prior to retirement, and such staff members shall receive a \$2,000 payment in their final paycheck.

5.14 The Association President shall be provided with a list of new hires and their contact information prior to the start of the school year. The Superintendent or his/her designee shall inform the Association President within a reasonable time of any teacher hired after the start of the school year. The Association President shall be notified within a reasonable time when a long-term substitute has been in any assignment for forty (40) consecutive days.

5.15 The Superintendent shall provide the Association President with time to address newly hired teachers during a new teacher orientation prior to the start of the student school year.

5.16 The Association President may use teacher mailboxes and district email accounts to conduct Association business with the understanding that confidential Association business should be conducted through other means.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Purpose

6.1.1 The purpose of the grievance procedure shall be to resolve at the lowest possible administrative level issues which may arise from time to time with respect to the provisions of this Agreement.

6.1.2 A member of the group who feels aggrieved shall attempt to resolve the issue through administrative channels before following the below-noted grievance procedure.

6.1.3 In the case of multiple grievances on the same issue, the parties may by mutual agreement designate a representative grievance to adjudicate, which shall resolve the related grievances.

6.2 Definitions

6.2.1 A "grievance" is a claim that a specific provision of this Agreement has been misapplied or misinterpreted. A "working condition claim" is a claim regarding working conditions of significance to the Association, excluding the evaluation procedure or practice. Working condition claims shall be processed in accordance with this procedure, but shall not be processed beyond Level Three, and the decision of the Board on such claims shall be final.

6.2.2 An "aggrieved person" is the member or members of the group making the claim.

6.2.3 A "party in interest" is the person or persons who, in addition to the aggrieved person, has a recognized and reasonable interest in the grievance or in its resolution.

6.2.4 The term "days" means teachers' work days. After June 20, the term "days" means "business days" as established by the Board's twelve month calendar. Either party may request extensions of the time limits because of vacations or other scheduling conflicts, consent to which shall not be unreasonably withheld.

6.2.5 "Board" shall mean the Board or a designated committee of the Board. At least three members of the Board must be present to hear a grievance.

6.2.6 Notwithstanding the informal procedure, all grievances shall be in writing and set forth the specific section of the contract in question, the nature of the

misapplication or misinterpretation, and the specific relief requested, and must be filed within twelve days of the act or omission complained of.

6.3 Procedure

6.3.1 Informal:

A member of the group with a grievance shall have the right to discuss it with the immediate supervisor involved accompanied by one member of the Association with the object of resolving the matter informally.

6.3.2 Formal:

(a) Level One

If the aggrieved person is not satisfied with the disposition of the problem through the informal procedure, or if the problem is not resolved through the informal procedure, he/she shall have the right to present the grievance to the immediate supervisor involved accompanied by one member of the Association. Such grievance shall be in writing and set forth the specific section of the contract in question, the nature of the misapplication or misinterpretation, and the specific relief requested, and must be filed within twenty days of the act or omission complained of.

(b) Level Two

(1) If the grievance is not resolved at Level One, or if no decision is rendered within five days of its presentation under Level One, the aggrieved person shall have the right to present the grievance in writing to the Association; provided, however, such grievance shall be presented within five days of a decision under Level One, or within ten days of its presentation under Level One if there is no decision.

(2) Within five days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. Prior thereto, the Association shall review the grievance and determine the position of the Association in the case.

(3) Within ten days after receipt of the written grievance, the Superintendent with the supervisor involved shall meet with the aggrieved person in an effort to resolve the grievance.

(4) A maximum of three representatives of the Association shall have the right to attend and participate in the meeting of the Superintendent with the aggrieved person relating to the grievance.

(c) Level Three

(1) If the grievance is not resolved at Level Two, or if no decision is rendered within five days of the meeting with the Superintendent under Level Two, the aggrieved person shall have the right to notify the Association of same; provided, however, such notification shall be in writing and shall be made within three days of a decision under Level Two, or within eight days of the meeting with the Superintendent under Level Two if there is no decision.

(2) Within three days of the notification, the Association shall refer the grievance in writing to the Board. Prior thereto, the Association shall review the grievance and determine the position of the Association in the case.

(3) Within ten days after receipt of the written grievance or at the next regularly scheduled meeting (whichever is later), the Board with the Superintendent shall meet with the aggrieved person for the purpose of resolving the grievance.

(4) A maximum of three representatives of the Association shall have the right to attend and participate in the meeting of the Board with the aggrieved person relating to the grievance.

(d) Level Four - Impartial Arbitration

(1) If the grievance is not resolved at Level Three, or if no decision is rendered within ten days of the meeting with the Board under Level Three, the aggrieved person shall have the right to request the Association to submit the grievance to arbitration; provided, however, such request shall be in writing and shall be made within five days of a decision under Level Three, or within fifteen days of the meeting with the Board under Level Four if there is no decision.

(2) Within fifteen days after receiving the request, the Association shall decide whether to submit the grievance to arbitration.

(3) If the Association decides to submit the grievance to arbitration, it shall notify the Board in writing.

Within ten days of notification, the Board and the Association shall seek to select a mutually acceptable and available arbitrator. If the parties are unable to agree upon or to obtain a mutually acceptable arbitrator within the time period specified, a request for a list of arbitrators shall be made to the American Arbitration Association by either party and the parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(4) The arbitrator so selected shall confer promptly with representatives of the Board and the Association, shall hold hearings with the aggrieved person and such other parties in interest as the arbitrator deems requisite, shall review the record of prior hearings and, unless extended by mutual agreement, shall issue a decision not later than twenty days from the date of the closing of the hearings. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

(5) The parties recognize that the Board is legally charged with the responsibility of operating the school system. The sole responsibility of the arbitrator shall be to determine whether the terms of this agreement have been misapplied or misinterpreted, and the arbitrator shall have no power or authority to make any decision which violates, modifies, or amends any then-established terms of this Agreement. The arbitrator's judgment shall not be substituted for that of the Board where the Board's action is not unreasonable except in the following circumstances:

(a) where an issue to be determined by the arbitrator is an issue of fact;

(b) where the issue before the arbitrator involves the interpretation of the terms of this Agreement.

(6) The decision of the arbitrator shall be rendered to the Board and to the Association and shall be binding upon both parties during the life of this Agreement unless the same is contrary to law.

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

6.4 Miscellaneous

6.4.1 The Board and the Association agree that these proceedings shall be kept as informal and confidential as possible. All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

6.4.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process. The time limits specified, however, may be extended by mutual agreement in writing, except the initial filing of the grievance.

6.4.3 Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal a decision within the specified time limits shall be

considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved.

6.4.4 Forms for filing and processing grievances shall be prepared by the Superintendent and distributed to the parties in interest and the Association so as to facilitate operation of the grievance procedure. The forms will make provision for noting the date for response or appeal based on the timeline specified in this article. Hand delivery is an acceptable alternative to a registered letter, and in such a case the form will provide for acknowledgment of receipt and the next date determined by the timeline.

6.4.5 Commencing with Level One, decisions rendered at all levels of the procedure shall be in writing setting forth the decision and the reasons therefor.

6.4.6 It is understood that the aggrieved person or persons shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and Administration until such grievance and any effect thereof shall have been fully determined.

6.4.7 The Board and the aggrieved person or the Association may utilize the service of a bona fide professional consultant at levels three or four of this procedure.

6.4.8 The Association shall send a copy of any communication with the Board involving levels three and four of this article to the Superintendent.

ARTICLE 7

WORK YEAR

7.1 The basic work year covered by the Teachers' Salary Schedule of all members of the group, shall include no more than 187 days. One of the 187 days shall be a work day, and four days shall be scheduled for professional activities, including at least three days of in-service presentations, devoted to professional development activities, planned with the advice and assistance of the teachers, including representatives of the Association. Staff members shall report to their building on work days or in-service days and are required to participate in Board-sponsored in-service programs when scheduled. The scheduling of the non-instructional days shall be annual and shall be by mutual agreement between the Board and the Association.

7.1.1 In addition to the basic work year, 3 days may be scheduled for the orientation of new personnel.

7.1.2 There shall be six early release days at the elementary level only for parent teacher conferencing. Three days shall be scheduled in the fall for conferences and three days shall be scheduled in the spring for conferences. Kindergarten teachers assigned to two kindergarten sessions on one day shall have four early release days in the fall and four early release days in the spring for the purpose of parent teacher conferences.

Conferences on one day in the fall and one day in the spring shall be scheduled in the evening following an early release day, and an administrator shall be present in the building during such scheduled conference time, which shall conclude by 8 p.m. There shall be two days during the school year at the middle and high school level for parent conferencing. These conferences will be held in the afternoon after dismissal from 3 p.m. to 5 p.m. and in the evening from 6 p.m. to 8 p.m. All elementary and secondary teachers, regardless of assignment, are expected to be present at teacher conferences.

7.1.3 Each teacher shall engage in at least one additional family/student/community engagement meeting/event planned by the teacher either individually or collectively with a group of teachers working towards the same engagement goal. The goal of the family/student/community engagement meeting/event is to promote and facilitate family engagement or the community in the educational process. Teachers will submit notification of the family/student/community engagement meeting/event to administration for approval, and it will be scheduled by mutual agreement between the teacher(s) and the principal.

7.1.4 Administration may schedule up to two family/student/community engagement meetings/events requiring teacher participation. Should administration choose to schedule family/student/community engagement meetings/events, one such event shall satisfy the teacher's obligation in 7.1.4 above. In such cases of administratively scheduled family/student/community engagement meetings/events, teachers shall be compensated at the hourly rate established in Article 25.4, and if preparation is required for the meeting/event (such as for an Academic Parent Night) teachers will be compensated for one hour for preparation time or given time during the regular work day to prepare for the meeting/event. If administration elects to schedule a family/student/community engagement meeting/event during a school year, notification of such will be given to teachers prior to September 15 of the school year in which the meeting will be scheduled.

7.2 The Board reserves the right to change the work year set forth above. Should the Board change the length of the work year, Appendix A-1 shall be subject to reopening for the year in which such change is effective, and the Board shall negotiate with the Association over the impact of such change, if any, on the members of the bargaining unit.

7.3 All high school faculty shall be required to attend graduation exercises. If the high school faculty votes to wear gowns, they shall be provided at Board expense.

7.4 In addition to the basic work year, guidance counselors shall be required to be available to work on the three (3) days prior to the first teacher work day of the school year. Notification of such assignment shall be provided by May 15.

ARTICLE 8

WORK DAY

8.1 The Board and the Association recognize and agree that the teachers' responsibility to their pupils, the school system and their profession entails the performance of duties and the expenditure of time beyond the time period scheduled for pupil attendance, but that the teachers are entitled to regular time schedules on which they can rely in the ordinary course and which will be fairly and evenly maintained to the extent possible throughout the school system. Therefore, except in emergencies and instances of staffing exigencies, and without prejudice to voluntary professional service above and beyond contract requirements, the following shall apply:

8.1.1 The basic teaching day of all members of the group shall include the time period scheduled for pupil attendance plus a minimum of fifteen minutes before and a minimum of twenty minutes following this period. Five minutes of the time before and after school may be reallocated by the principal after consultation with the staff in that school. The time before and after school refers to the time of mandatory attendance. With the agreement of the WEA, the Superintendent or his/her designee may require any teacher to be in attendance up to two hours before or after the time scheduled for pupil attendance, provided that the length of that teacher's working day remains unchanged. When a teacher chooses to be present at school beyond these minimum periods is a matter for the professional discretion of that teacher.

8.1.2 In addition to the basic teaching day, the work day of all members of the group shall include time for supervising pupils, assigned supervisory duties (generally ten minutes of additional supervisory responsibilities), advising and supervising pupil activities, improving the educational program, and conferring with parents. Attendance at scheduled Board-sponsored in-service programs shall be mandatory.

8.1.3 Teachers will be assigned to more than one school only when necessary because of district needs. In such cases, teachers assigned to more than one school will be relieved of extra duties before and after school on days they have a split assignment, and the required time for before and after school attendance described in Article 8.1.1 above will be modified, so as to minimize the impact of the split assignment on such teachers. Such assignments will be rotated among available staff members. When assigning duties, the Board will take into account the impact of responsibilities at more than one school.

8.1.4 The teacher work day on professional development days shall have the same number of hours as regular work days.

8.2 Teachers may normally be required to attend faculty, subject, field, grade level, and special group meetings as well as general staff meetings outside the basic teaching day. No member of the group shall be required to attend more than a total of four such meetings monthly.

Such meetings shall be one hour in length on Tuesdays or Wednesdays in accordance with a schedule provided at the beginning of the year.

8.3 All teachers shall have a duty-free period for lunch daily of at least thirty minutes duration and this shall include the right of teachers to leave the building provided that the teacher informs the principal of their destination, time of departure and time of return prior to leaving. Should the period for student lunch be changed to be less than thirty minutes, the Board may adjust the teacher lunch period accordingly, provided that upon request it shall engage in impact bargaining with the Association over any such change.

8.4 Reorganization of School Day - The Board shall also have the right to divide the school day on other than a school length basis in order to accomplish education goals such as, but not limited to, modular scheduling. When the day is divided into other than school length periods, the following provisions shall apply:

8.4.1 All elementary school teachers shall be scheduled preparation time that shall be no less than four hundred fifty (450) minutes over a two week cycle with a goal of forty five (45) minute blocks per day. Should elementary school teachers lose their scheduled preparation time because of the absence of a special teacher, they shall receive a payment equivalent to the supervisory hourly rate specified in Article 25.4. Payment, if any, because of the absence of a special teacher under this Section shall be required only when such teachers are part of the established schedule.

8.4.2 Secondary teachers may be assigned duties for no more than six-sevenths of the instructional day or the equivalent over the period of a week. Preparation time shall vary with teaching time within a ratio of 1:6 provided that in no event shall preparation time for such regular full-time teachers be less than one-seventh of the instructional day or the equivalent over the period of two weeks, with such preparation time prorated for part-time teachers. Secondary teachers may be assigned to cover a class for an absent teacher, provided that such coverage shall first be assigned (1) to teachers on duty assignments, where reasonably possible, (2) to teachers who have previously signed up to volunteer to provide such coverage. Should secondary teachers, including such volunteers, lose their scheduled preparation time because of the absence of another teacher, they shall receive a payment equivalent to the hourly rate specified in Article 25.4. Up to two (2) times per month, administration may schedule a meeting during a high school teacher's preparation period; such meetings shall not last more than one hour in duration. If it is necessary to assign a teacher at the secondary or middle school level to a sixth class, such assignments shall be voluntary to the extent practicable and shall be made in lieu of the teacher's supervisory period. Should no teacher voluntarily accept such assignment, the Superintendent (or designee) shall consult with the WEA President before assigning a teacher. Teachers so assigned shall receive a stipend for such sixth class of \$4,000.00 per semester.

8.4.3 In the event the instructional day is divided on other than a seven period basis, the foregoing ratios shall be satisfied to the nearest fifteen minutes of assigned time.

8.4.4 Instructional day, as used above, is defined as that part of the day when pupils are scheduled for instruction.

8.4.5 Preparation time is to be used generally for self-directed/collaborative professional activities, that include, but are not limited to, preparation for instruction, student/parent meetings, and evaluations. On occasion, it may also be used for administrative activities at the discretion of the Building Principal/Supervisor to be scheduled by mutual agreement between the teacher and the Building Principal/Supervisor.

8.5 The Board reserves the right to change the work day set forth above. Should the Board change the length of the work day, Appendix A-1 shall be subject to reopening for the year in which such change is effective, and the Board shall negotiate with the Association over the impact of such change, if any, on the members of the bargaining unit.

8.6 Emergency Procedures - Should an emergency situation occur which affects the safety of the students and/or employees of the Windsor Public Schools, the following guidelines are set forth to govern an orderly resolution of the emergency.

8.6.1 The Board delegates all responsibility for development and implementation of emergency procedures to the Superintendent of Schools.

8.6.2 The Superintendent has the responsibility to determine and implement emergency procedures which may result in a shortened school day for students and employees.

8.6.3 Should the emergency situation result in an adjustment to the regularly scheduled and published school day schedule, the Superintendent or his/her designee will authorize teachers to be dismissed from their assignments after the last student has safely departed from the school.

8.6.4 The principal of the school, as authorized by the Superintendent or his/her designee, will determine when the last student has safely departed and that all of the staff responsibilities have been met in order to safeguard the welfare of the students. The principal will then dismiss teachers from that school site.

8.6.5 Should students not be able to leave the school, the principal may designate staff remain with their students to provide appropriate supervision until the emergency situation has passed or parents have assumed responsibility for their children. In such situations, the Superintendent or his/her designee shall notify the Association president.

8.6.6 In the event of an extreme emergency situation, the Superintendent or his/her designee may deviate from the aforementioned procedure when in the best interest of the safety of students and/or staff. He/she will attempt to notify the president of the

Association as soon as possible after the emergency situation has passed to apprise the Association of the circumstances surrounding the deviation from the procedure.

8.7 Job sharing is a voluntary annual arrangement between two teachers and the Board, whereby the teachers shall share the responsibilities of one full-time position. In order to apply for such a job sharing arrangement, the teachers involved must submit a written proposal each year to the Superintendent for consideration. Such proposal must, at a minimum, provide that both teachers shall work teacher workdays, and the proposal shall also provide for meetings between both teachers on a frequent basis, and, where appropriate, the joint development of lesson plans. In situations in which the same students will be taught by both teachers, the proposal shall also provide for additional periodic overlap of schedule.

8.7.1 Teachers on job sharing arrangements are both responsible for attending such parent conferences, open houses, etc. as a full-time teacher would be expected to attend. It is the responsibility of those teachers filling a full time teaching position through job sharing to also cover the fifteen minutes before and the twenty minutes after that time during which pupils are in attendance.

8.7.2 Upon recommendation of the Superintendent and approval of the Board, the sharing of the responsibilities for one full time teaching position by two teachers in accordance with such a proposal is permitted. The approval of any proposal is within the sole discretion of the Board.

8.7.3 Each participating teacher will be paid on a percentage basis proportionate to the amount of time such teacher will normally work in comparison to a normal school day. The combined salary paid to the individuals filling a full time teaching position through participation in job sharing shall be no greater than one hundred percent of the salary for one full time teacher filling that position.

8.7.4 The Board's contribution to medical insurance benefits for each full time teaching position filled by individuals participating in job sharing shall be no greater than the cost of insurance benefits for one full time teacher.

8.8 Any of the provisions of this article may be waived through a site based management committee elected by the faculty of the building, which committee shall include the building principal. No such waiver shall be implemented without the agreement of the Association and the Board. A site based management committee, comprised of representatives of the Board, the Association, teachers and administrators, shall be established to review and develop implementation procedures.

ARTICLE 9

ASSIGNMENT, TRANSFER AND PROMOTION

9.1 Assignment

9.1.1 The Board and the Association recognize and agree that the work responsibilities of teachers shall include teaching, planning and preparing instruction, supervising pupils, advising and supervising pupil activities, improving the educational program, conferring with parents, and participating in school community functions. The Board and the Association also recognize and agree that the basic authority for assigning work responsibilities to teachers resides with the principal. Such authority, however, shall be exercised in a reasonable and equitable manner.

9.1.2 All teachers shall receive written notification of any changes in their grade level and subject assignment for the following school year by June 5.

9.1.3 Assignments may be changed after June 5 if circumstances and conditions require. However, if a change is necessary, the teacher shall be notified in writing of the circumstances and conditions. The need for such change shall be reasonable.

9.1.4 A request for change in grade level and subject matter assignment for the following school year shall be made in writing to the principal by January 15.

9.1.5 All vacancies that arise shall be posted as they become available. During the school year this shall be done electronically by email sent to the user group, and interested unit members may apply for such vacancies within five business days of the posting. The Superintendent may fill such vacancies on an interim basis until appointments are made following such posting. Vacancies that occur during the summer months shall be posted electronically on the Windsor Public Schools Website for at least two days before they are filled. Notice of all such posted vacancies shall be sent to the President of the Association.

9.1.6 Should the Board change any job description or job title so as to constitute a change in working conditions that would require negotiations under the Teachers Negotiations Act, it shall notify the Association of any such change to provide the Association an opportunity to request negotiations over the impact of any such change.

9.2 Transfer

9.2.1 Voluntary:

- a. The Superintendent or his/her designee shall notify teachers of existing vacancies within the district through the electronic posting process.

- b. The Superintendent or his/her designees shall interview qualified internal candidates as selected after screening applications. All candidates will be notified.

9.2.2 Involuntary:

- a. Before an involuntary transfer is made, the Superintendent or a member of the Superintendent's staff shall meet with the teacher and a representative of the Association, if requested, to explain the circumstances and conditions.
- b. Following this meeting, the circumstances and conditions shall be confirmed to the teacher in writing.
- c. The need for such transfer shall be reasonable.
- d. Whenever feasible, a teacher who is required to transfer may choose to transfer to any open position for which he/she is qualified. Upon written request, the transferred teacher shall be notified by certified mail if, prior to two weeks before the beginning of the school year, a vacancy arises in the building from which the teacher had been transferred that year. Then, upon written application made within two days of receipt of notification and if qualified for the position, the teacher shall be transferred back to the original building.

9.3 Promotions:

The following procedures shall apply to administrative and supervisory positions outside the bargaining unit.

9.3.1 Notices of openings in such positions shall be posted, clearly setting forth the qualifications for the position, in all schools within seven work days following their announcement, except during the period between school years.

9.3.2 Where the need to fill a vacancy in such positions arises between school years, the Board will notify by mail those teachers who during the preceding school year filed with the Superintendent a written request to be considered for those positions.

9.3.3 Qualification letter: Upon the applicant's request, the Board through the Superintendent or a designee shall either orally or in writing, at the Superintendent's discretion, advise whether the unsuccessful applicant is qualified or not qualified for a promotion and, if not qualified, a suggested course of self-improvement.

9.3.4 The Board through the Superintendent or a designee reserves the right in all cases to choose the most qualified candidate in its judgment for any promotion without

regard to a candidate's prior applications, nor shall a designation of "qualified" in one instance be construed as qualified for any future vacancy.

9.3.5 Such statements whether oral or written or the promotion itself shall not be subject to the grievance procedure nor shall such statements adverse or complimentary be placed in the teacher's file.

ARTICLE 10

PERSONAL INJURY BENEFITS

10.1 When a teacher is absent from his/her regular assignment in the event of a disability resulting in a claim under the Town's Worker's Compensation program, the Board shall pay that employee the difference between the compensation payment and his/her regular salary to a maximum of one hundred twenty days.

ARTICLE 11

REDUCTION IN FORCE

11.1.1 The Association shall be notified of the need for staff reduction. Initial determination of staff members who are to be released, except in unusual circumstances, shall be in accordance with the following guidelines:

- (1) Volunteer resignations and retirements;
- (2) Transfers;
- (3) Non-tenure teachers in accordance with the criteria set forth in 11.1.3 below;
- (4) Tenure teachers.

This procedure shall not apply to persons employed under a durational shortage area permit, who serve at the discretion of the Superintendent.

11.1.2 In making decisions among teachers in category 11.1.1(4), within certification area, the Board shall apply the criteria set forth in section 11.1.3 below to teachers in seniority bands in the following order:

- I. Persons employed under DSAPs shall be considered for reduction before any certified staff member. The Superintendent shall identify such person(s) for layoff, and such employees shall have no rights under this procedure.
- II. Teachers with 0 through 40 teaching months of service in Windsor as a tenure teacher.

- III. Teachers with 41 through 80 teaching months of service in Windsor as a tenure teacher.
- IV. Teachers with 81 through 120 teaching months of service in Windsor as a tenure teacher.
- V. Teachers with 121 through 160 teaching months of service in Windsor as a tenure teacher.
- VI. Teachers with 161 through 200 teaching months of service in Windsor as a tenure teacher.
- VII. Teachers with 201 to 240 teaching months of service in Windsor as a tenure teacher.
- VIII. Teachers with over 240 teaching months of service in Windsor as a tenure teacher

provided that the Board may consider for lay-off teachers in one or more additional bands to assure that it may apply the criteria in Section 11.1.3 to and make a decision from among at least five teachers or fifty percent of the teachers, whichever is less, currently teaching within the certification area in which the reduction is to be accomplished. Teachers will be added to the group from additional bands in reverse order of seniority. Teaching service shall commence with the first full month of employment as a teacher in Windsor. Tenure status shall be determined in accordance with Conn. Gen. Stat. §10-151.

11.1.3 Within the bands established in 11.1.2, the Board shall consider the following criteria in determining tenured teachers to be laid off:

- (1) Academic degree status and certification;*
- (2) Skill and ability as determined through written evaluations;
- (3) Total experience in the position in the Windsor Public Schools;
- (4) Total contractual teaching experience in the Windsor Public Schools;
- (5) Recommendations of principals and administrative staff;
- (6) Total teaching experience in any school system;
- (7) Additional course credits.

Within these criteria and when two or more positions must be eliminated with a consequent reduction in staff, when in the judgment of the Superintendent staff members under consideration for layoffs have similar skill and ability, then in that event the least senior teacher in the Windsor

Public Schools shall be laid off. No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not remaining on the reappointment list. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of layoff, and further accrual of salary increments and fringe benefits shall resume where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes.

* Certification shall be considered to mean that area of certification in which the teacher is actively employed. Although the Board will give consideration to certification of any kind, it is understood that certification in an area which has not been utilized for six or more years will not have the same weight as active certification.

11.2 Recall Procedure

If the contract of employment of a teacher is terminated because of elimination of a position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of two years. If a position becomes open during such period and if the Board unilaterally determines to restrict its selection to the recall list, the teacher determined by the Board as the person on the recall list who is certified and most qualified to hold that position shall be notified in writing by registered mail, sent to the last known address at least thirty days prior to the anticipated date of re-employment where possible. In determining whether a teacher is qualified for reappointment, the Board shall consider that teacher's total years of teaching experience in the Windsor Public Schools, and that teacher's qualifications and ability as determined by an objective evaluation of the teacher's performance. The teacher shall accept or reject the appointment. If the appointment is accepted, the teacher shall receive a written contract within twenty days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within seven days after receipt of such notification, the name of the teacher will be removed from the recall list, unless the position offered is less time than the position from which the teacher was laid off.

11.3 Submission to Grievance or Arbitration

The provisions of Article 11 shall not be subject to the grievance and arbitration provisions of this contract. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in Conn. Gen. Stat. §10-151 as amended, and in no other manner.

11.4 All administrators employed by the Board who are covered by the provisions of the teacher fair dismissal (tenure) law and who are laid off from work due to a reduction in administrative staff shall have rights to displace teachers covered by this agreement, in positions where said administrators are qualified and certified as determined by Article 11 of this agreement in a manner provided by applicable law. No administrator shall be discriminated against with respect to such displacement rights by virtue of his/her service outside the teacher bargaining unit.

ARTICLE 12

SICK LEAVE

12.1 Each professional employee in the group shall be entitled to a minimum sick leave with full pay of fifteen days each school year. Unused sick leave shall be accumulated from year to year, so long as the employee remains continuously in the service of the Board, and as authorized by the Board, but such accumulation of sick leave shall not be more than one hundred and sixty-five days. With the additional fifteen days provided each year, 180 days shall be the maximum total available sick leave in any year. This shall be known as Class I leave under policy.

12.2 Each professional employee in the group shall be entitled to fifteen days additional sick leave when Class I leave is exhausted at full pay each day less the per diem rate for substitutes. This shall be known as Class II leave under policy and may be extended by special vote of the Board. Such leave shall be limited to tenured employees.

ARTICLE 13

PERSONAL AND OTHER LEAVE

13.1 All teachers shall be entitled annually to a total of six days personal leave annually with full pay. The following definitions and limitations shall govern such leave:

13.1.1 Personal leave shall not accumulate from year to year.

13.1.2 Each member of the group shall be entitled to six days leave of absence with pay for the following matters of pressing personal concern: legal matters (which after good faith effort cannot be scheduled or accommodated outside of the school day), birth of one's child, adoption or placement of a child, religious holidays, illness in the immediate family, marriage in the immediate family, death of a person, including close friend, who is not part of the immediate family or graduation in the immediate family, including one's own graduation, provided the graduation occurs during school hours and the member attends such graduation ceremony. A son, daughter, mother, father, sister, brother and any regular resident of employee's immediate household shall constitute the immediate family. Upon application to and approval of the Superintendent or his/her designee, one of these days may be used for a personal emergency that cannot be accommodated outside of the school day and/or the school year (e.g. child's PPT or parent-teacher conference, transporting child to and from college, taking a parent to a doctor's appointment).

13.1.3 The Association and the Board jointly accept the responsibility to encourage staff members to use leave of absence days with discretion. The Association shall receive annually a list of all staff members who have used leave of absence days and the number of such days used. Such leave of absence shall not be utilized for vacation,

recreational, or other purposes not consistent with the permitted uses for legal, religious holidays, household or family matters.

13.2 All teachers shall be entitled to a total of three days leave of absence annually with full pay for death in the immediate family. A spouse, son, daughter, mother, father, mother-in-law, father-in-law, grandparents, grandparents of spouse, sister, brother, sister-in-law and brother-in-law and any regular resident of employee's immediate household shall constitute the immediate family only. Such leave shall not accumulate from year to year.

13.3 Application for leave hereunder shall be made to the immediate supervisor at least forty-eight hours before taking such leave (except in the case of emergencies) and such leave shall be granted automatically except in cases of hardship or disability to the school system as determined by the immediate supervisor.

13.4 Leaves taken pursuant to the above provisions shall be in addition to any sick leave to which the teacher is entitled.

13.5 Additional days beyond the limits provided in this Article may be granted without pay by the Superintendent for extenuating circumstances.

13.6 For absences without pay, the per diem rate of deduction shall be based on the number of work days set forth in Article 7.1.

13.7 Teachers called for jury duty during the regular school year shall notify the Superintendent within two days of receipt of notification. Teachers not excused shall be paid the difference between the per diem jury duty fee and the per diem amount of their salary for days they serve such jury duty.

13.8 Upon request of her physician, subject to consultation with the school medical advisor, a pregnant teacher may be excused from her duties when there exists a risk of contagion of a disease potentially harmful to the fetus (including but not limited to Fifth Disease). Such leave shall be charged to sick leave to the extent accrued and shall thereafter be without pay but with benefits. Such teachers shall return after tests establish immunity from the disease or when otherwise her physician, in consultation with the school medical advisor, determines the teacher may return to work.

ARTICLE 14

SABBATICAL LEAVE - RULES AND REGULATIONS

14.1 Authorization

14.1.1 Sabbatical leave of absence may be granted to members of the group. The granting of such leave is subject to the approval of the Board upon the recommendation of the Superintendent of Schools, when in their considered judgment the professional

competence of the staff member and the general welfare of the public school system will be benefited and that the costs are justified in view of the other financial obligations of the Board.

14.1.2 The rules and regulations of the Windsor Sabbatical Leave Program are made a part hereof and shall be interpreted in accordance with the following provisions:

- (a) After a certified teacher has been employed at least seven consecutive years in the Windsor Public Schools, the Board may grant said teacher a sabbatical leave for professional improvement not to exceed two consecutive college semesters at any one time, provided, however, that the teacher holds a professional certificate and has earned a master's degree or has completed 32 graduate hours of which 30 must be in a planned program. During that sabbatical leave, the teacher shall continue in the employ of the said board, shall have a contract, and shall be paid compensation as provided in the rules and regulations of said Board. Said Board shall not be held liable for death, injuries or other liabilities sustained or incurred by any teacher while on sabbatical leave.

Arrangements to participate in the State Teachers Retirement System and payments to the State Teachers Retirement System while on sabbatical leave shall be solely the responsibility of the staff member on leave. The Board agrees to make a fixed monthly deduction for retirement from the teacher's sabbatical salary if the teacher requests said deduction in writing.

- (b) A teacher upon return from a sabbatical leave shall be restored to his/her teacher position or to a position of like nature insofar as is possible. Said teacher shall be entitled at that time to participate in any other benefits that may be provided for by rules and regulations of the Board.

14.2 Eligibility and Qualifications

Any member of the group who meets the following qualifications shall be eligible to apply for sabbatical leave:

14.2.1 Applicant must hold a Professional Educator Certificate.

14.2.2 Applicant must hold an earned Master's Degree or have completed 32 graduate hours of which 30 must be in a planned program.

14.2.3 Applicant must have seven consecutive years of satisfactory service as a full-time certified employee in the Windsor Public School System. While leave time granted by the Board shall not be considered service time, it shall be disregarded in determining consecutive years of service.

14.2.4 A maximum of one percent of the professional employees may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves shall be made with regard to the separate professional groupings within the group.

14.2.5 A sabbatical leave may be granted for a period of not less than one full semester nor for more than two full consecutive college semesters.

14.2.6 As a condition to receiving final approval for a sabbatical leave, a staff member shall file with the Superintendent of Schools a written agreement to remain in the service of the Windsor Public School System for a period of one year immediately following the expiration of said leave.

14.3 Purpose of Sabbatical Leave

14.3.1 Sabbatical leave is given to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or educational writing. Application for sabbatical leave for other types of experiences will be considered on their merits and may be approved by the Board upon the recommendations of the Superintendent.

14.3.2 The following information shall be included in the application for sabbatical leave as evidence of the teacher's intention to fulfill the purposes for which such leave shall be granted:

(a) For Formal Study:

A program of work should be outlined which will indicate as its purpose general professional improvements in relationship to staff member's present assignment. The proposed study must be part of an approved graduate level program at an accredited college or university.

(b) For Research and/or Writing:

The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in the Windsor Public Schools. The proposed project shall be approved by a graduate college or university as part of a formal program of study.

14.4 Application Requirements and Procedures

14.4.1 Application for sabbatical leave shall be filed with the Superintendent of Schools on or before November 15 of the school year prior to the requested leave, and shall set forth the benefits which such leave will have to both the school system and the employee.

14.4.2 After review of a member's application for sabbatical leave, the Superintendent will direct the request with a recommendation to the Board. The Board will notify the member of acceptance or rejection of the request by April 1 of the school year in which the application was submitted.

14.4.3 The following factors shall govern in reviewing and approving sabbatical leave applications:

- (a) In recommending approval of an application, the Superintendent shall consider the following factors:
 - 1. Date of filing application.
 - 2. Purpose of the leave.
 - 3. Seniority of service in the school system.
 - 4. Professional growth of the staff member.
 - 5. Potential benefit to the school system.
 - 6. The expense to the school system.
- (b) Granting of approval of a sabbatical leave by the Board shall be contingent upon securing an employee qualified to assume the applicant's duties.
- (c) After commencement of a sabbatical leave, it shall not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the Superintendent and the Board.

14.5 Requirements and Status While On Sabbatical Leave

14.5.1 Financial Policies:

- a. The salary paid by the Board to the staff member on sabbatical leave shall be the master's degree minimum or two-thirds of the basic teacher's salary, whichever is greater in effect during the leave period and shall not include differentials, extra stipends or ratios. In the event a recipient receives cash awards or grants, the sabbatical leave salary shall be reduced if the total received exceeds the basic teacher's salary (excluding differentials, extra stipends or ratios). Such reduction shall be limited to the amount the total received exceeds said basic salary.
- b. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board in payment of salary to other members of the professional staff. The employee on leave shall be responsible for keeping the business office notified as to his/her address.

- c. The Superintendent shall be notified promptly of accident of illness. This notice shall be sent within ten days after an accident or the beginning of illness. Upon request, evidence of such accident or illness shall be provided for the Superintendent's consideration.
- d. A sabbatical leave granted to a regular employee of the professional staff shall also operate as a leave of absence without pay from all other school activities.
- e. While on approved sabbatical leave, the teacher will be allowed to continue participating in the health benefit plan and co-payment of benefits in effect for the other members of the unit.
- f. Notwithstanding the provisions of this Article, the Board reserves the right to offer a sabbatical leave under different conditions regarding pay, benefits and duration of such leave, provided however, that any such leave shall be voluntary.

14.5.2 Reports Required While on Sabbatical Leave:

Any employee on Sabbatical Leave shall report to the Superintendent as follows:

- a. The employee shall immediately request approval from the Superintendent for substantial changes in the planned program of the leave as outlined in the approved application.
- b. An interim report shall be filed at the mid-point of the leave period or at any time deemed necessary by the Superintendent. This report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the approved manner.
- c. A final report shall be filed with the Superintendent in accordance with the provisions as stated in a following section.

14.6 Requirements and Status Upon Returning From Sabbatical Leave

14.6.1 At the expiration of a sabbatical leave, the employee shall be restored to his/her position or to a position of like nature, seniority, status, and pay; provided that the employee remains eligible for reinstatement under other rules and regulations of the Board.

14.6.2 If an employee does not remain in the Windsor Public Schools for one year immediately following sabbatical leave, the employee shall rebate the compensation

for that proportion of this period he/she is not in the employ of the Board. This repayment shall be made within one year following the date service in the Windsor Public Schools terminates. However, the Board may waive this requirement or grant a grace period before the one year repayment period commences.

14.6.3 Each employee returning from sabbatical leave shall file a final written report with the Superintendent not later than a month after the day on which the employee again takes up active service. The report shall include the names of the institutions attended, program pursued, transcript of credits received, experience gained, together with the applicant's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the school system.

14.6.4 An employee shall not be considered as having completed the requirements of the sabbatical leave until the final report has been approved by the Superintendent. At his/her discretion, the Superintendent may require proof that the program as presented by the applicant has been followed. When approved by the Superintendent, these final reports shall be transmitted to the Board.

ARTICLE 15

CHILDBEARING LEAVE

15.1 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as temporary disabilities for all job-related purposes. (The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Connecticut General Statutes.)

15.2 Accumulated sick leave shall be available for use during periods of such disability.

15.3 Disability leave beyond any accumulated sick leave shall be available for such reasonable further period of time as a female employee is determined by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.

15.4 Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

15.5 Pregnancy or childbirth shall not be a basis for termination of employment or compulsory resignation.

15.6 Unit members who are adopting an infant less than one year of age are eligible to use the provisions of this Article to cover an absence of up to six weeks, beginning on the date that the child is given into the custody of the adopting parent. During this absence, the unit member may use accumulated sick leave, Class II leave and/or leave without pay.

ARTICLE 16

CHILDREARING LEAVE

16.1 Childrearing leave of absence may be granted for one year by the Board based upon the recommendation of the Superintendent of Schools. Such leave of absence must be requested in writing prior to the commencement of childbearing leave and shall be taken for the remainder of the academic year then in effect and, if stated in the request, for the entire academic year following. Non-child-bearing parent members of the group shall apply for such leave at least six weeks prior to the expected delivery date certified by a physician. In the case of adoption, the written request must be submitted to the Superintendent within five days of the agency approval of the teacher as an adopting parent.

16.2 The Board shall reinstate the teacher to the original or an equivalent position at the start of the following school year, providing the teacher has given notice of intent to return by March 1st of the school year in which the leave is taken. A teacher on leave of absence under this Article shall, upon return from leave, be placed on that step of the prevailing applicable salary schedule which represents the amount of teaching experience the Board recognized at the time the leave commenced. The above provision shall not require the Board to create a position for a teacher returning from leave. If a teacher's former position has been eliminated, the teacher shall be considered along with actively employed teachers in accordance with Article 11.

ARTICLE 17

MILITARY LEAVE

17.1 Military leave of absence shall be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of absence, provided, however, that such increase shall not exceed that obtainable with a maximum of two years of service.

17.2 Upon return from such leave, a teacher will be assigned to the same position, if available, or, if not available, to a substantially equivalent position.

17.3 Teachers shall be granted the difference between their regular pay and their military pay for a period not to exceed thirty days while on compulsory training or an emergency call.

ARTICLE 18

ASSOCIATION LEAVE

18.1 The Board agrees that one teacher designated by the Association shall, upon request, be granted a leave of absence for one full school year renewable for up to three full school years without pay to serve as a full-time elected executive officer of the Connecticut Educational Association or a full-time elected executive officer of the National Education Association. A teacher on leave of absence under this Article for at least one full school year shall, upon return from leave, be placed one step higher on the prevailing applicable salary schedule than that teacher's placement at the commencement of leave.

18.2 The President of the Association shall not be assigned duties before or after the school day during the school year(s) he/she serves in this office. The President shall have release time of one period per week as needed.

ARTICLE 19

PROFESSIONAL LEAVE

19.1 When it is evident that convention or conference attendance or the observation of an activity in another school building or school system will contribute to the improvement of a teacher's instructional effectiveness, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school building or school system to the teacher without loss of pay.

19.2 The Board agrees to reimburse all teachers for all reasonable expenses, as approved in advance, incurred in attending a convention or conference, regardless of geographical location, or observing activities in another school system as an official representative of the Windsor Public Schools designated by the Superintendent.

19.3 Professional leave days to attend summer school may be granted by the Superintendent in cases in which members of the professional staff must leave before the end of the school year. However, the Superintendent in making a decision in such cases shall take into account the number of professional staff members involved in a school, department, or grade level and the feasibility of the professional staff member concerned to arrange for fulfilling his/her responsibilities. The substitute's pay for each day of leave shall be deducted from the final check in June. If the summer school program provides a stipend payment and the stipend payment period commences during the leave time, a per diem stipend rate for each leave day involved in addition to the substitute's pay shall be deducted from the final check in June. Requests for such leave shall be received by the Superintendent no later than May 15.

19.4 Professional development activities sponsored by the Windsor Education Association, the Connecticut Education Association and/or the National Education Association may be considered for leave in accordance with Section 19.1 above.

ARTICLE 20

ASSOCIATION USE OF SCHOOL FACILITIES

20.1 The Association as the exclusive negotiating representative of the professional staff, realizing its obligation to represent and communicate to all members of the unit, shall be afforded the following privileges:

20.1.1 The school mailboxes may be used to facilitate the dissemination of the Association material in accordance with guidelines jointly established by the Superintendent and the President of the Association.

20.1.2 The Association shall be provided bulletin board space for the purpose of posting notices and other materials related to Association activities. The Association and its building representative shall have the responsibility for and prerogative of posting materials in accordance with guidelines jointly established by the Superintendent and the President of the Association.

20.1.3 A copy of all materials distributed through mailboxes and/or posted shall be given to the building principal and Superintendent of Schools previous to being distributed or posted.

20.1.4 Copies of the agenda of all regular Board meetings shall be sent to the Association President at the same time they are sent to Board members.

20.1.5 Sufficient copies of current Board Policy shall be given to the Association President for distribution to building representatives. Approved changes in Board Policy and Administrative Regulations shall be given to the Association President within five school days after their adoption.

ARTICLE 21

SALARY

21.1 The salaries of all persons covered by this Agreement are set forth in Appendix A-1 and A-2 which are attached hereto and made a part of this Agreement.

21.2 Salary payments shall be made by direct deposit every two weeks on a Friday.

21.3 Teachers shall be paid in 22 installments which shall be equal except that, if the first regular pay day of the school year falls in the first week of work, teachers will be paid in that installment only for days worked through said payday, with only statutory deductions. The final check shall be paid on the last day of work. Any unscheduled checks shall be by mutual agreement.

ARTICLE 22

INSURANCE BENEFITS

22.1 The group insurance program for the benefit of the teachers herein (referred to herein also as the "Covered Employees" or "Individuals," and their covered dependents collectively as "family(ies)") shall be as follows:

22.1.1 The teachers shall make an annual election of health plan Options available to them. Changes during the year will be permitted only if a "Qualified Life Event," as enumerated in IRC Section 125 and defined below, occurs, and such change is elected within thirty (30) days of the occurrence of the qualifying life event. Changes then requested must be on account of and consistent with the Life Event. Election changes made annually or as a result of a Qualified Life Event, shall be permitted without the imposition of pre-existing condition limits, late entrant requirements, or medical evidence requirements.

22.1.2 "Qualified Life Events" are defined as follows:

- a. The Covered Employee's marriage or divorce,
- b. The death of the Covered Employee's spouse or dependent,
- c. The birth or adoption of a child of the Covered Employee,
- d. Termination of employment or commencement of employment of the Covered Employee's spouse,
- e. The Covered Employee or his/her spouse switches from full-time to part-time or part-time to full-time employment,
- f. The taking of an unpaid leave of absence by the Covered Employee or his/her spouse,
- g. Separation from service,
- h. A significant change in the cost of the plan which causes a corresponding increase in the Covered Employee's contribution during the plan year, or

- i. A significant change in the health coverage of the Covered Employee or spouse due to the spouse's employment.

22.1.3 "Covered Charges" – For the purposes of this Article, the term "Covered Charges" shall mean any charges, or portions thereof, for healthcare expenses deemed reimbursable under the policy of coverage provided Windsor Public Schools by the health plan administrator.

THE UTILIZATION REVIEW PROGRAM

22.1.4 A comprehensive utilization management program shall be a part of the health plan, providing for precertifications of all hospitalizations, and surgeries; discharge planning and voluntary large case management, as provided for by the health plan administrator, ("Utilization Review Procedures"). Failure to follow the Utilization Review Procedures will result in a reduction of reimbursement of Covered Charges by 25%. However, if compliance with the program's procedures exceeds 98% of the cases requiring compliance with these procedures in a given quarter, then no penalty will apply in the succeeding quarter.

HIGH DEDUCTIBLE HEALTH PLAN ("HDHP")

22.1.5 The HDHP is the sole insurance plan. For those teachers electing to participate in the health insurance plan, the Board will pay 81.5% of the premium cost for the class of enrollment (i.e., individual, two person or family coverage) for the plan, and the Covered Employee is to pay 18.5% of the premium for the class of enrollment chosen. Effective July 1, 2020 the premium cost for the covered employee is to pay 19%. Effective July 1, 2021 the premium cost for the covered employee is to pay 20%.

22.1.6 The HDHP shall have the following structure:

Annual Deductible (Individual/Aggregate Family)	\$2,000/\$4,000
Co-insurance	0% after deductible in-network; 20% after deductible out-of-network, subject to co-insurance limits
Co-insurance Maximum	\$2,000/\$4,000
Cost Share Maximum	\$4,000/\$8,000
Lifetime Maximum	unlimited
Prescription Drug Coverage	Treated as any other medical expense; subject to deductible; once deductible is met, then \$5/\$25/\$40 co-pay per prescription

22.1.7 The Board will fund fifty percent (50%) of the applicable HDHP deductible for each full-time employee who elects coverage under the HDHP (with pro-rated funding of the deductible for part-time employees). The Board's contribution

toward the HDHP deductible will be deposited into the HSA in one installment on September 1 each year. For employees who resign prior to September 1, there shall be no employer contribution toward the HDHP deductible.

22.1.8 A Health Reimbursement Account (“HRA”) shall be made available for any teacher who is precluded from participating in a 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.

LONG TERM DISABILITY

22.1.9 The Board will make a long term disability plan available to employees, with the Board contributing fifty percent (50%) of the cost of the premium for participating employees.

LIFE INSURANCE PROGRAM

22.1.10 Term life insurance in the amount of annual salary rounded to the nearest \$1,000 shall be provided to the individual teacher; ninety percent (90%) of the premium shall be paid by the Board and ten percent (10%) shall be paid by the Covered Employee, in accordance with the Board’s master contract with the insurance carrier.

22.1.11 The individual may participate in a supplemental group term life insurance program in the amount equal to his/her annual salary rate, with the cost shared equally by the teacher and the Board (50%/50%).

DENTAL INSURANCE

22.1.12 The Board shall provide teachers with an individual/family dental plan. The plan will provide coverage for caps and crowns. The Board shall pay ninety percent (90%) of the premium for individual coverage and the Covered Employee shall pay ten percent (10%) of the applicable premium. Covered Employees may buy the family plan at their own additional expense and the Board shall pay seventy-five percent (75%) of the premium for Covered Employees electing such family coverage. This benefit shall be subject to a \$2,500 per person annual maximum.

VISION INSURANCE

22.1.13 The Board shall provide teachers with an individual/family vision plan as described in Appendix A-5. All benefits payable are subject to the provisions, limitations and exclusions contained in the group plan.

MISCELLANEOUS

22.1.14 The Board shall meet and confer with the Association prior to implementing any change in insurance carriers. If the Board elects to provide insurance coverage through alternative carriers, it will provide benefits equal to or better than the current coverage. If the Association does not agree to a proposed change in carriers, it may file a grievance commencing at Level 3, which grievance shall be resolved prior to the implementation of such change.

22.1.15 The Board shall make an I.R.C. Section 125 Plan available to employees for payment of premium contribution. The Board shall make available to eligible employees a Health Care and Dependent Care flexible spending account.

HEALTH BENEFITS COMMITTEE

22.1.16 There shall be a joint Health Benefits Committee (three members from the Association, three members from the Board or their designees) to address health benefits and related issues. The Committee shall review health insurance programs that may reduce costs and provide improved coverages. By mutual agreement, the parties may invite representatives of other bargaining units to specified meetings of the Committee. The Board shall retain a consultant of its choice at its expense, and the Association reserves the right to retain a consultant at its expense. Should the Health Benefits Committee develop recommendations acceptable to both the Board and the Association, the parties may choose to implement such recommendations upon mutual agreement in writing.

ARTICLE 23

EXTRA PAY FOR EXTRA DUTY

23.1 The basic work year covered by the Teachers' Salary Schedule of all members of the group may include a maximum of fifty hours for athletic and intramural coaching and extracurricular pupil advisory and supervisory assignments outside the basic teaching day, except that in accordance with Appendix A-3, III, extra compensation shall be paid for specially assigned evening and non-school day duties relating to athletic, extracurricular and student social or cultural activities. The Board and the Association recognize and agree that the principal has the authority to assign teachers to such assignments. Such authority, however, shall be exercised in a reasonable and equitable manner.

23.2 A teacher shall be relieved of an athletic assignment, an intramural assignment or an extracurricular advisory or supervisory assignment at his/her written request to the principal made at least three months in advance of the date the teacher wishes to be relieved. A teacher relieved of one assignment may be assigned to another.

23.3 It is recognized that certain athletic and intramural coaching and extra-curricular pupil advisory and supervisory assignments involve time beyond the required fifty hours and for this extra time the Board agrees to extra pay. The amount of and conditions for payment for each such assignment are set forth in Appendix A-3 which is attached hereto and made a part of this Agreement.

23.4 Notwithstanding the above, a teacher, after serving two years from the date of notice of resignation in any extra duty position, will not be required to work in an extra duty position for the third year. The intent of this provision is to allow a teacher, after filing proper notice, to be exempt from the obligation to serve in an extra duty position for a period of one year after serving at least two consecutive years.

ARTICLE 24

EDUCATIONAL BENEFITS

24.1 Upon satisfactory completion of a course and submission of proof of payment, certified professional employees covered by this Agreement shall be reimbursed by the Board at the rate of \$200.00 per credit and as of July 1, 2020 \$300 per credit. Payments for such coursework shall be made only under the following conditions:

24.1.1 The course must be a graduate level course in a course of study for the master's degree, the sixth year degree or the doctorate in a course directly related to the teacher's assignment or to education, as approved by the Superintendent.

24.1.2 Reimbursement shall be limited to a maximum of nine semester hours for any one calendar year, and three semester hours in any one semester or term except during the summer, provided that requests for reimbursement beyond six hours in a given year may not be submitted prior to March 1 of that year. Subject to the other provisions of this Article, up to a total of nine semester hours shall be approved for reimbursement for coursework successfully completed taken during the summer semester.

24.1.3 Reimbursement shall be made following the satisfactory completion of the course with a grade of B or better.

24.1.4 The coursework shall be related to the teacher's assignment or the needs of the school district.

24.1.5 No more than \$50,000 per year shall be expended by the Board for this tuition reimbursement plan. As of July 1, 2020 no more than \$60,000 per year shall be expended by the Board for this tuition reimbursement plan.

24.1.6 The Board shall establish an annual stipend of \$2,000 for classroom teachers for the attainment of National Board Certification as certified by the National Board for Professional Teaching Standards (NBPTS). Compensation shall be adjusted on

a pro-rata basis if certification is earned during the work year. The Board shall also subsidize fifty percent (50%) of the employee's application/assessment fee.

24.1.7 Teachers taking courses during the summer shall receive reimbursement pursuant to this Article in the first paycheck following September 30.

24.2 The present salary schedule has four degree levels, each with its own salary increments. These degree levels shall be defined as follows:

BA: Based on a Bachelor's Degree from an accredited college or university and an appropriate certification by the Connecticut State Board of Education.

MA: Based on the attainment of a Master's Degree from an accredited college or university.

6th: Based on the attainment of a 6th Level Degree, Certificate of Advanced Graduate Studies, a second Master's Degree of at least thirty (30) credits, or completion of a prior approved planned program of at least thirty (30) credits at the Master's level. Master's degrees of 60 credits or more may be placed directly on the 6th level at the Superintendent's discretion.

DOC: Based on the attainment of a Doctoral Degree acquired from an institution accredited by an affiliate of the Association of Colleges and Secondary Schools. Such Doctoral Degrees must be directly related to the field of education or subject area studies, e.g., Ph.D., or Ed.D.

Notwithstanding the foregoing, successful completion of any program approved by the Superintendent on or before June 30, 2010 shall result in the granting of salary track credit as approved.

ARTICLE 25

SPECIAL SCHOOL PROGRAMS

25.1 The following provisions shall apply for summer school and adult school:

25.1.1 All other bases of qualification being essentially equal, applicants from within the school system shall be given preference over applicants from outside the school system for positions in the summer school and the adult school.

25.1.2 In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the system, and prior experience in these programs, if any.

25.1.3 Notices of all openings for these positions shall be posted, clearly setting forth the qualifications for the position, in all schools as soon after they become available as possible.

25.2 Compensation for any teacher required to work beyond the regular school year as approved by the Superintendent in advance shall be at his or her per diem rate for such days, except as provided by paragraph 25.4. When unit members work additional work days under this provision (or under Appendix A-2) as approved in advance based on district needs, such additional work days shall be contiguous to the scheduled work year for teachers or shall otherwise be scheduled by mutual agreement. Such days may be scheduled as whole days or partial days.

25.3 Overnight Field Trips: If a teacher volunteers for an overnight field trip and the Board has approved the trip, the teacher with other members of the professional staff, will be expected to provide appropriate and necessary supervision to the participating students as directed by the staff member in charge.

25.4 Hourly rates for work beyond the teacher work year including staff work on curriculum projects, compensated staff development and approved work with students in instructional clusters shall be:

2019-2020	2020-2021	2021-2022
\$37.93	\$38.50	\$39.17

25.5 Staff development activities (excluding the 18 hours of mandated CEU activities) may be made available on a voluntary basis without compensation.

ARTICLE 26

PAYROLL DEDUCTIONS

26.1 The Board agrees to make fixed monthly payroll deductions for all personnel covered herein for employee insurance payments and the Tobacco Valley Teachers' Federal Credit Union upon written request of the employee requesting said deductions.

26.2 Dues Deduction

26.2.1 All teachers who elect to join the Association shall sign and deliver to the Association, if they have not already done so, an authorization for the payroll deduction of membership dues of the Association. Said authorization shall be delivered to the Board and shall continue in effect from year to year, unless such teacher shall notify the Board and the Association in writing in the month of August of any year, that he/she no longer authorizes deduction of membership dues of the Association.

26.2.2 The Board agrees to deduct from each teacher so authorizing such deduction an amount equal to the Association membership dues by means of payroll deductions. The deduction from each paycheck of membership dues shall be made in seventeen (17) equal installments, commencing from the second paycheck in October and then from the first two paychecks in each following month. The amount of Association membership dues shall be certified by the Association to the Board prior to August 15.

26.2.3 Those teachers commencing employment after the start of the school year may sign and deliver to the Board an authorization card as described in paragraph 26.2.1. Deductions of Association membership dues shall commence with following pay period.

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

26.2.5 The singular reference to the "Association" herein shall be interpreted as referring to the Association, the Connecticut Education Association and the National Education Association.

26.2.6 The Association agrees to indemnify and hold the Board harmless against any or all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of, or by reason of, action taken by the Board for the purpose of complying with the provisions of this article.

ARTICLE 27

SUBSTITUTES

27.1 Teachers shall keep up-to-date seating arrangement charts and teaching plans for substitutes.

27.2 Principals shall have the authority in emergencies to assign teachers to substitute during their planning periods on a per period rotation basis. No teacher during a planning period shall be required to cover another teacher's class except as his/her turn appears on the rotation list.

ARTICLE 28

CONSULTATION PROCEDURE

28.1 It is recognized by the Board and the Association that means should exist for the Board and the Association to communicate generally on professional and educational matters. It is recognized also that means should exist for the Board and the Association to communicate specifically on the interpretation and administration of the provisions of this Agreement.

28.2 To provide for general communication between the Board and the Association on professional and educational matters, it is agreed that the Superintendent as the executive agent of the Board and the President of the Association shall meet as necessary. Either the Superintendent or the President of the Association may request such a meeting and a meeting shall be held within ten days of such request unless both parties agree to a later date. A request for a meeting must be in writing and must state the purpose of the meeting. Both parties may be represented as such meetings by members of their respective groups of their own choosing.

28.3 To provide for specific communication between the Board and the Association on interpretation and administration of the provisions of this Agreement, it is agreed that the negotiating agents designated by the Board and the Association shall meet as necessary. Either negotiating agent may request such a meeting and a meeting shall be held within ten days unless both parties agree to a later date. A request for a meeting must be in writing and must state the purpose of the meeting.

28.4 The Board and the Association shall establish a Committee to discuss and make recommendations on attraction and retention issues. The Committee's recommendations may be implemented by mutual agreement in writing.

ARTICLE 29

AMENDMENT

29.1 This Agreement shall not be altered, amended, or changed unless agreed by the parties hereto which agreement shall be in writing signed by both the Board and the Association. Any amendment shall be appended hereto and made a part thereof.

ARTICLE 30

DURATION

30.1 The provisions of this Agreement shall be effective pursuant to statute commencing on July 1, 2019 and shall continue in full force and effect to and including June 30, 2022.

ARTICLE 31

MISCELLANEOUS

31.1 When the Board requires physical examinations of teachers, it will reimburse such teachers for the cost of such physical examinations, up to a maximum of \$100.00.

31.2 Part-time teachers are defined as teachers assigned to less than a normal teaching load. Such teachers are covered by this Agreement, under the following terms. Part-time teachers assigned to one-half or more of a normal teaching load shall receive the insurance benefits set forth in Article 22. Part-time teachers assigned less than one-half of a normal teaching load do not receive the insurance benefits set forth in Article 22, but they may participate in such benefits at their own expense.

31.3 No teacher shall receive a written reprimand or be suspended without pay except for just cause.

ARTICLE 32

NON-DISCRIMINATION

32.1 In the application of the provisions of this contract, no unlawful discrimination shall be made. Given that discrimination claims can be made in other forums, this statement is included for information purposes and is not subject to the grievance procedure.

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 hereto as of the date and year first above written.

Date 11/27/18

WINDSOR BOARD OF EDUCATION

By Zurich
Its President

Date Nov. 27, 2018

WINDSOR EDUCATION ASSOCIATION

By Dr. Miriam Klein
Its President

By Andrea Kay
Its President

APPENDIX A-1

SALARY SCHEDULE

2019-2020

<u>YEARS OF EXPERIENCE</u>	<u>STEP PLACEMENT</u>	<u>BA</u>	<u>MA</u>	<u>SIXTH YEAR</u>	<u>DOC</u>
0	1	48,485	51,248	53,616	56,668
1-2	2	50,790	53,625	56,159	59,228
3	3	53,203	56,110	58,823	61,904
4-5	4	55,141	58,711	61,612	64,700
6-8	5	57,477	61,434	64,534	67,623
9-10	6	59,812	64,283	67,595	70,680
11	7	60,709	67,262	70,800	73,872
12-13	8		70,380	74,158	77,209
14	9		73,644	77,675	80,697
15-16	10		77,058	81,358	84,343
17	11		80,630	85,216	88,153
18+	12		89,282	94,456	97,502

Teachers not yet at maximum shall advance one step in 2019-2020.

APPENDIX A-1(cont.)

SALARY SCHEDULE

2020-2021

<u>YEARS OF EXPERIENCE</u>	<u>STEP PLACEMENT</u>	<u>BA</u>	<u>MA</u>	<u>SIXTH YEAR</u>	<u>DOC</u>
0	1	48,485	51,248	53,616	56,668
1	2	50,790	53,625	56,159	59,228
2-3	3	53,203	56,110	58,823	61,904
4	4	55,141	58,711	61,612	64,700
5-6	5	57,477	61,434	64,534	67,623
7-9	6	59,812	64,283	67,595	70,680
10-11	7	61,620	67,262	70,800	73,872
12	8		70,380	74,158	77,209
13-14	9		73,644	77,675	80,697
15	10		77,058	81,358	84,343
16-17	11		80,630	85,216	88,153
18+	12		90,621	95,873	98,965

Teachers not yet at maximum shall advance one step in 2020-2021.

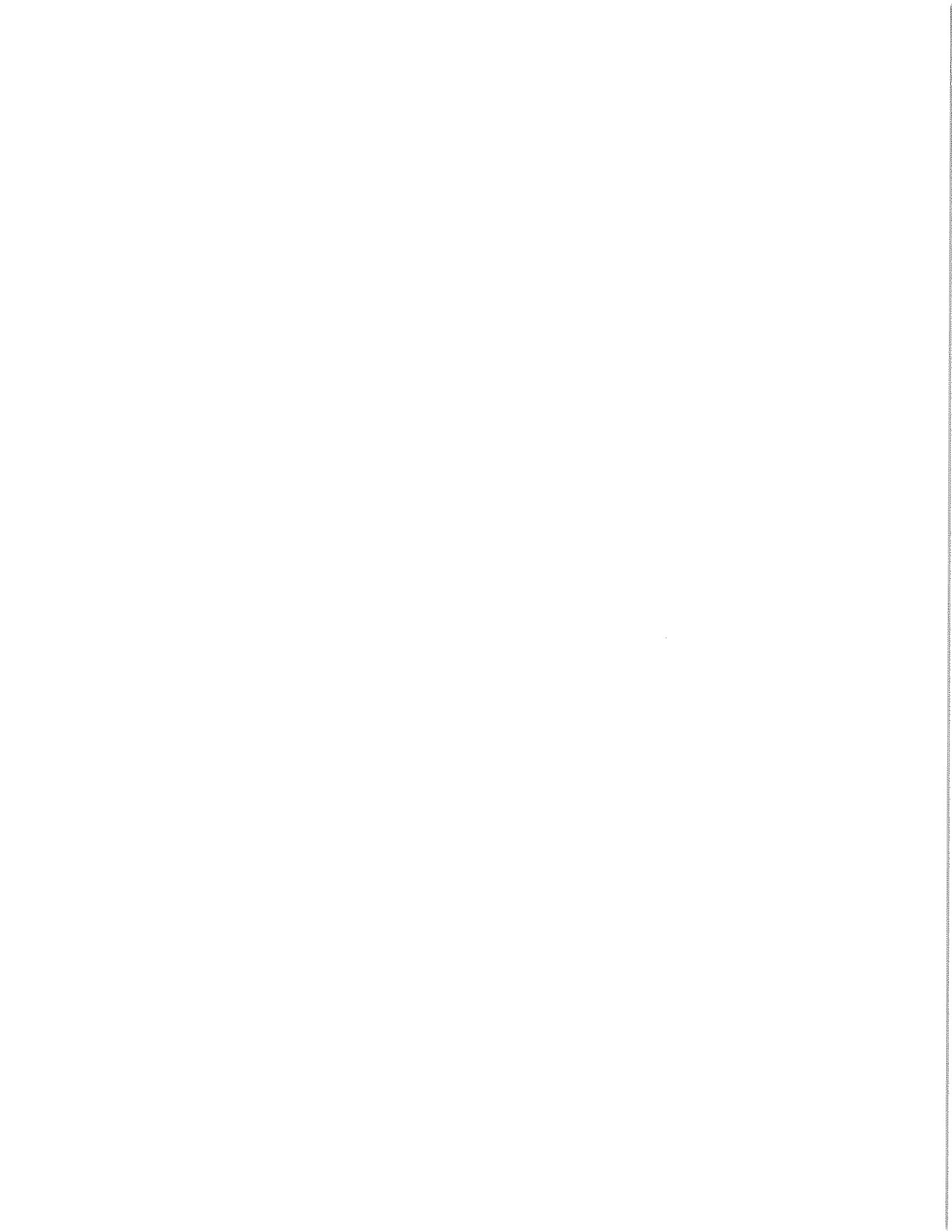
APPENDIX A-1(cont.)

SALARY SCHEDULE

2021-2022

<u>YEARS OF EXPERIENCE</u>	<u>STEP PLACEMENT</u>	<u>BA</u>	<u>MA</u>	<u>SIXTH YEAR</u>	<u>DOC</u>
0	1	48,485	51,248	53,616	56,668
1	2	50,790	53,625	56,159	59,228
2	3	53,203	56,110	58,823	61,904
3-4	4	55,141	58,711	61,612	64,700
5	5	57,477	61,434	64,534	67,623
6-7	6	59,812	64,283	67,595	70,680
8-10	7	62,698	67,262	70,800	73,872
11-12	8		70,380	74,158	77,209
13	9		73,644	77,675	80,697
14-15	10		77,058	81,358	84,343
16	11		80,630	85,216	88,153
17+	12		92,207	97,551	100,697

Teachers not yet at maximum shall advance one step in 2021-2022.



APPENDIX A-2

SALARY DIFFERENTIALS

A. School Social Workers

1. The Chief Social Worker shall receive an annual stipend of \$3,762 in 2019-20, \$3,818 in 2020-21 and \$3,885 in 2021-22.
2. Social Workers shall be paid per diem for days assigned by the Administration beyond the normal work year.
3. Social Workers shall be placed on the Sixth Year lane of the salary schedule. As used herein, a school social worker is a certified employee who has completed a two-year graduate program at an accredited college or university, majoring in social work.

B. School Psychologists

1. The Chief School Psychologist shall receive an annual stipend of \$3,762 in 2019-20, \$3,818 in 2020-21 and \$3,885 in 2021-22.
2. School Psychologists shall be paid per diem for days assigned by the Administration beyond the normal work year.

C. Unit Leaders

Unit Leaders shall receive a stipend \$1,073 in 2019-20, \$1,089 in 2020-21 and \$1,108 in 2020-21.

D. Data Team Leaders

Data Team Leaders shall receive a stipend of \$1,341 in 2019-20, \$1,361 in 2020-21, \$1,385 in 2020-21.

E. Chief Speech Pathologist

The Chief Speech Pathologist shall receive an annual stipend of \$3,762 in 2019-20, \$3,818 in 2020-21 and \$3,885 in 2021-22.

F. Counselor Leaders

1. Each Counselor Leader shall receive an annual stipend of \$3,762 in 2019-20, \$3,818 in 2020-21 and \$3,885 in 2021-22.
2. Each counselor leader shall be paid per diem for days assigned by the administration beyond the normal work year.

G. Instructional Liaisons

1. Each instructional liaison for grades 6 through 8 shall receive an annual stipend of \$1,808 in 2019-20, \$1,835 in 2020-21, \$1,867 in 2021-22.
2. Each instructional liaison for grades 9 through 12 shall receive an annual stipend of \$1,808 in 2019-20, \$1,835 in 2020-21, \$1,867 in 2021-22
3. Each instructional liaison for grades 6 through 12, in the area of world languages, shall receive an annual stipend of \$1,808 in 2019-20, \$1,835 in 2020-21, \$1,867 in 2021-22
4. Each instructional liaison for grades K through 12, in the areas of art music and physical education, shall receive an annual stipend of \$3,762 in 2019-20, \$3,818 in 2020-21 and \$3,885 in 2021-22.
5. Each literacy liaison for grades K through 5 shall receive an annual stipend of \$1,808 in 2019-20, \$1,835 in 2020-21, \$1,867 in 2021-22

H. Team Leader

Team leaders shall receive a stipend of \$1,420 in 2019-20, \$1,441 in 2020-21, \$1,467 in 2021-22.

- I. Unit leaders, team leaders and instructional liaison positions shall be posted annually, and the Superintendent shall appoint the successful candidate.
- J. Mentor teachers shall receive an annual stipend of \$607 in 2019-20, \$616 in 2020-21, \$627 in 2021-22 for each mentee teacher. This stipend amount is in addition to any payment made by the State of Connecticut to TEAM members.
- K. District TEAM Facilitators shall receive a stipend of \$5,177 in 2019-20, \$5,255 in 2020-21, \$5,347 in 2021-22 for (WHS, SPMS, OE, JFK facilitator); a stipend of \$2,588 in 2019-20, \$2,627 in 2020-21, \$2,673 in 2021-22 for (POQ & Clover facilitator).
- L. District EL Leaders shall receive a stipend of \$5,558 in 2019-20, \$5,641 in 2020-21, \$5,739 in 2021-22.

APPENDIX A-3

Positions on this Appendix A-3 shall be posted annually, and the Superintendent shall appoint the successful candidate each year. The parties agree to form a collaborative committee to review stipend categories. This committee shall include the administrators who oversee said stipends as well as representatives appointed by the Association. Recommendations from this committee shall be presented to the Board of Education by July 1, 2019.

SALARY STIPENDS

The following percentages shall be applied to a base of \$52,297. During the 2020-2021 academic year, the base shall be increased to \$54,255. During the 2021-2022 academic year, the base shall be increased to \$56,213.

I. ATHLETIC AND INTRAMURAL COACHING

	<u>Rating</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Football - Varsity	15	.15	.16	.17
1st Assistant	8.5	.085	.088	.09
1st Assistant	8.5	.085	.088	.09
Assistant	7	.07	.074	.078
Assistant	7	.07	.074	.078
Basketball (Boys) Varsity	13	.13	.14	.15
Assistant	8	.08	.084	.088
Freshman Assistant	8	.08	.084	.088
Wrestling (Boys) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Baseball (Boys) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Freshman Assistant	7	.07	.074	.078
Track (Boys) Varsity	10	.10	.105	.11
Assistant & Indoor (co-ed)	7	.07	.074	.078
Hockey (Boys) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Lacrosse (Boys) (Girls) Vars.	10	.10	.105	.11
Assistant (Boys)(Girls)	7	.07	.074	.078
Soccer (Boys) (Girls) Vars.	10	.10	.105	.11
Assistant	7	.07	.074	.078
Freshman Assistant	7	.07	.074	.078

I. ATHLETIC AND INTRAMURAL COACHING (continued)

	<u>Rating</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Field Hockey (Girls) Vars.	10	.10	.105	.11
Assistant	7	.07	.074	.078
Basketball (Girls) Varsity	13	.13	.14	.15
Assistant	8	.08	.084	.088
Freshman Assistant	8	.08	.084	.088
Gymnastics (Girls) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Track (Girls) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Softball (Girls) Varsity	10	.10	.105	.11
Assistant	7	.07	.074	.078
Freshman Assistant	7	.07	.074	.078
Volleyball (Girls) Varsity	8	.08	.085	.09
Assistant	5	.05	.054	.058
Swimming (Boys) Varsity	10	.10	.105	.11
Diving (Boys) Varsity	6*	.06	.063	.066
Swimming (Girls) Varsity	8	.08	.085	.09
Diving (Girls) Varsity	5*	.05	.054	.058
Cross Country - Varsity	6	.06	.063	.066
Assistant	4	.04	.042	.044
Golf - Varsity	6	.06	.063	.066
Tennis (Boys) Varsity	6	.06	.063	.066
Tennis (Girls) Varsity	6	.06	.063	.066
Cheerleaders	10	.10	.105	.11
Assistant	4	.04	.042	.044
Intramural Coordinator	6	.06	.063	.066
Strength and Conditioning Coach	7	.07	.074	.078
Intramural Coordinator (Sage Park)	3	.037	.039	.041
Athletics Manager (Sage Park)	8	.08	.085	.09

I. ATHLETIC AND INTRAMURAL COACHING (continued)

	<u>Rating</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Unified Sports (Head) (Windsor High)	8	.08	.085	.09
Assistant (Windsor High)	3	.03	.032	.034

Unified Sports (Head) (Middle School)	5	.05	.053	.056
Assistant (Middle School)	2	.02	.021	.022
Middle School Athletic Teams				
Head Coach	5	.05	.053	.056
Assistant	4	.04	.043	.046

*Boys have longer season

Intramural Assistants	\$26.30/hour in 2019-20, \$26.69/hour in 2020-21 and \$27.16/hour in 2021-22			
Basketball Scorer (2 games)	\$69.06/evening in 2019-20, \$70.10/evening in 2020-21 and \$71.32/evening in 2021-22			
Basketball Timer (2 games)	\$69.06/evening in 2019-20, \$70.10/evening in 2020-21 and \$71.32/evening in 2021-22			
Hockey Timer	\$49.72/event in 2019-20, \$50.47/event in 2020-21 and \$51.35/event in 2021-22			
Soccer Timer	\$42.19/event in 2019-20, \$42.83/event in 2020-21 and \$43.58/event in 2021-22			
Track and Field Judge	\$64.80/meet in 2019-20, \$65.77/meet in 2020-21 and \$66.92/meet in 2021-22			

At the high school level, the season for all athletic activities shall start on the first legal practice date designated by the Connecticut Interscholastic Athletic Conference. Once the season has started, practice sessions shall be held daily Monday through Friday to the last scheduled game and games shall be played as scheduled. Any exceptions shall be approved by the Program Director of Athletics.

B. Intramural Coordinators and Intramural Assistants Responsibility

The function of Intramural Coordinator shall be:

1. To provide every student with an opportunity to participate in an intramural activity.
2. To insure the utmost use of all available facilities.
3. To insure the utmost use of all available equipment.
4. To utilize every skill of available personnel.
5. To integrate out-of-school resources whenever possible.
6. To provide co-ed opportunities whenever possible.

The Intramural Coordinator shall be specifically responsible for:

- (a) overall motivation of the student body;
- (b) assigning staff, space, and equipment;
- (c) designating seasonal and year-round activities, allot time slots for same and thereby insure a broad and well-diversified program;
- (d) a minimum of 50 hours of personal student supervision;
- (e) assume direct responsibility for assistants supervising intramural activities;
- (f) maintaining time records of assistants;
- (g) maintaining student participation records;
- (h) securing transportation for special activities or inter-school events;
- (i) maintaining accurate budget accounts;
- (j) filing all accident reports with the school nurse;
- (k) shall be directly responsible to the school principal.

Intramural Assistants shall:

- (a) complete time, student participation and accident reports for all activities being supervised and forward to the coordinator;
- (b) assume duties for an hourly rate of pay;
- (c) be directly responsible to the Intramural Coordinator.

II. COCURRICULAR ADVISING AND SUPERVISING

A. High School Rating 1st Year 2nd Year 3rd Year

School Newspaper:

Minimum 10 issues; 120 pages

Editorial Advisor	7	.07	.074	.078
Technical Advisor	1	.01	.011	.012

Yearbook	7	.07	.074	.078
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Ensembles/Band Director	12	.12	.127	.135
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Rehearse for and conduct at school assemblies, all home games, one evening concert, Veteran's Day Service and Memorial Day Parade

Saturday Music Coordinator	4	.0435	.0475	.0515
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Chorus Director	4	.04	.042	.044
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Rehearse for and conduct at school assemblies, three evening concerts, and Veteran's Day Services

Orchestra Director	4	.04	.042	.044
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Drama Director:	7	.07	.074	.078
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Assistant for Costumes	2	.02	.021	.022
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Sound Technical Director	5	.05	.054	.058
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Minimum of two 3-act plays or the equivalent of one evening performance of each play

Senior Class Advisor

1 man	4	.04	.042	.044
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1 woman	4	.04	.042	.044
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Advise and supervise all fundraising and all class activities

Junior Class Advisor:

1 man	2	.02	.021	.022
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1 woman	2	.02	.021	.022
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Advise and supervise all fundraising and all class activities

Sophomore Class Advisor:

1 man	1	.01	.011	.012
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1 woman	1	.01	.011	.012
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Advise and supervise all fundraising and all class activities

II. COCURRICULAR ADVISING AND SUPERVISING(continued)

A. High School(cont.) Rating 1st Year 2nd Year 3rd Year

Freshman Class Advisor:

1 man	1	.01	.011	.012
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1 woman	1	.01	.011	.012
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Student Council Advisor	10	.10	.105	.11
Advise and supervise all fundraising and class activities				
Student Council Assistant	5	.05	.054	.058
Academic Competitive Team Advisor	3	.03	.032	.034
Debating Team Advisor	3	.03	.032	.034
Schedule, coach, and supervise practice sessions and competitive debates				
DECA	5	.05	.054	.058
VICA	4	.04	.042	.044
FBLA	3	.033	.034	.037
Robotics (semester)	2	.02	.021	.022
As Schools Match Wits	3	.03	.032	.034
Best Buddies (2)	4	.04	.042	.044
Bridges	4	.04	.042	.044
Gay Straight Alliance	2	.02	.021	.022
Literary Magazine	1	.01	.011	.012
Math Team	2	.02	.021	.022
Mock Trial	5	.05	.054	.058
National Honor Society	3	.03	.032	.034
Social Club (2)	4	.04	.042	.044
Young Women's Leadership	7	.07	.074	.078

B. Middle School

School Newspaper:

Sage Park (10 4 page issues)	4	.04	.042	.044
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Jazz Rock and Band Director:

Sage Park	3	.033	.034	.037
Chef's Club (TAP)	2	.02	.021	.022
Yearbook	4	.04	.042	.044

II. COCURRICULAR ADVISING AND SUPERVISING(continued)

B. Middle School (Cont.) Rating 1st Year 2nd Year 3rd Year

Orchestra	3	.033	.034	.037
(Rehearse for and conduct at school assemblies, two evening concerts)				

Chorus Director:

Sage Park	3	.033	.034	.037
(Rehearse for and conduct at school assemblies, two evening concerts at each school)				

Drama Director:				
Sage Park	3	.033	.034	.037
(Minimum of two plays, one evening performance of each play)				
Student Council Advisor:				
Sage Park	5	.05	.054	.058
(Advise and supervise all fundraising and class activities)				
Math Counts and Math Club Advisor	2	.02	.022	.024
Enrichment Cluster	2	.02	.021	.022
Coordinator/Advisor(semester)	2	.02	.021	.022
Aquanaut Advisor(semester)	2	.02	.021	.022
Peer Mediation	7	.075	.078	.080
Drill Team	3	.03	.032	.034
Assistant	2	.02	.021	.022
Gospel Choir Director	3	.033	.034	.037
Best Buddies	4	.04	.042	.044

III. SUPERVISING EVENING AND NONSCHOOL DAY ACTIVITIES

Teachers specially assigned duties relating to athletics, extracurricular, and student social or cultural activities in the evening or on non-school days shall be paid at the rate of \$33.48 per hour in 2019-20, \$33.99 per hour in 2020-21 and \$34.58 per hour in 2021-22.

The elementary chorus director and the elementary band director shall receive this stipend for a maximum of two hours for each evening concert.

This provision shall not apply to coaches or advisors of groups participating in or sponsoring such activities when the coaches or advisors of the groups receive extra-duty stipends.

This provision shall apply only for evening or non-school day student activities approved by the principal.

IV. The principals of the respective schools shall make extra-pay assignments annually for a one-year term for the best interest of the students and school. In the case of interscholastic athletic assignments, the Superintendent of Schools shall determine the working relationship of Director of Athletics, principal, and any other administrative personnel in making these specific assignments.

V. To qualify for an increase in extra-pay for any school year, the person concerned must have done satisfactory work or above in the extra-pay assignment during the previous year in the judgment of the school principal. In the case of interscholastic athletic assignments, the Superintendent of Schools shall determine the working relationship of Director of Athletics, principal, and any other administrative personnel in making these judgments concerning satisfactory work or above.

VI. Principals shall make recommendations to the Superintendent of Schools for new activities to be added to the extra-pay schedule.



Lumenos HSA Plan Summary

The Lumenos® HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And, you can earn rewards by taking certain steps to improve your health.

Your Lumenos HSA Plan

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2018, contributions can be made to your HSA up to the following:

- \$3,450 individual coverage
- \$6,900 family coverage

Note: These limits apply to all combined contributions from any source.

Plus - To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then -

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge Responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

In- and Out-of-Network Providers

- \$2,000 individual coverage
- \$4,000 family coverage

If Needed -

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 70% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

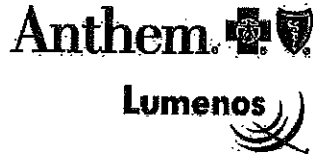
Annual Out-of-Pocket Maximum

In-Network and Out-of-Network Providers

- \$4,000 individual coverage
- \$7,150 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility and your cost share amounts.

APPENDIX A-4
INSURANCE BENEFITS



Lumenos HSA Plan Summary

Healthy Rewards

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers.

Online Wellness Toolkit: Each subscriber can complete the Well-Being Assessment and set up their Well-Being Plan.

Enroll in ConditionCare: Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100% are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer
H. Influenza type b
Polio
Measles, Mumps, Rubella (MMR)

Adult Preventive Care

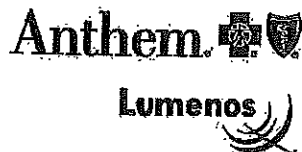
Office Visits after age 18; including preventive vision exams.

Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management

Immunizations:

Hepatitis A
Hepatitis B
Diphtheria, Tetanus, Pertussis (DtaP)
Varicella (chicken pox)
Influenza – flu shot
Pneumococcal Conjugate (pneumonia)
Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have Traditional Health Coverage with the coinsurance listed on Page 1 to help pay for covered services listed below:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Durable Medical Equipment
- Emergency Hospital Services (network coinsurance applies both in-network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per member per calendar year.
- Home Health care services limited to 200 visits per member per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT/OT/ST and chiropractic services limited to a combined total of 50 visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (34 day supply)

\$ 5 Tier 1 copayment
\$25 Tier 2 copayment
\$40 Tier 3 copayment

Mail Order (100 day supply)

\$ 5 Tier 1 copayment
\$50 Tier 2 copayment
\$80 Tier 3 copayment

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.


If you have questions, please call toll-free 1-888-224-4896.

Agenda Item Summary

Date: December 3, 2018

To: Honorable Mayor and Members of the Town Council

Prepared By: James Bourke, Finance Director

Reviewed By: Peter Souza, Town Manager 

Subject: Preliminary Budget Guidelines and Parameters for FY 2020

Background

As part of the annual budget process, the Town Council provides staff with a set of budget guidelines and parameters to be used in preparing the annual operating budget. As we proceed through the budget process, these preliminary projections for revenues and expenditures will be refined as new information is gathered.

Discussion/Analysis

Attached are suggested revenue, expenditure and service delivery guidelines and parameters for FY 20. These parameters set the stage for developing a proposed budget that will attempt to maintain current levels of service, identify resources to address unmet and emerging service delivery needs, as well as continuing multi-year investments in programs such as open space preservation, debt and asset management, infrastructure improvements and funding for other post-employment benefits (OPEB).

The October 1, 2018 grand list will not be formally completed until January 31, 2019. At this time, it is expected that with property appreciation due to mandated revaluation combined with economic growth, the net taxable 2018 grand list will be approximately \$3.1 billion. Included in this amount is additional real property value from the Amazon and Windsor Station assessment abatement agreements.

Non-property tax revenue categories comprise approximately 16% of the current budget, and include such items as state aid, interest earnings, fees, permits and use of General Fund reserves. As in years past, it can be a challenge to forecast non-tax revenues at this early stage in the budget process, as a number of factors influence these revenue sources. One uncertainty is the level of municipal state aid we anticipate to receive as the new Governor's administration and General Assembly take office. From a macro-planning perspective, it is recommended that we utilize the state aid figures as proposed by the State of Connecticut Office of Policy & Management.

Building permit fees, real estate conveyance fees and land recording fees are projected to be similar to what we budgeted from these sources for FY 19. Interest earnings are expected to increase as we continue moving into a higher interest rate environment.

On the expenditure side, our assumptions and projections related to individual expenditure categories will become more firm over the coming months as we gather new data from our vendors, suppliers and cooperative purchasing coalitions. We are currently projecting increases in health insurance costs of approximately 6% and retirement costs of approximately 10%. Additionally, we are expecting electricity distribution cost to increase by at least 3%. Budgeted unit prices for gasoline and diesel are projected to increase as compared to the current year's unit pricing. The Metropolitan District Commission (MDC) ad valorem sewer assessment is projected to increase by approximately 17% and MDC water rates are projected to increase by approximately 11%.

As already noted, there is uncertainty as to the overall level of state aid the town will receive in FY 20. One particular area of concern relates to property tax reimbursements in the Bradley Airport Development Zone. This incentive zone allows for qualifying businesses to receive an 80% local property tax reduction (on both real and personal property) with the State of Connecticut reimbursing the municipality 50% of the foregone revenue. This current fiscal year, the state has not adequately funded the program, therefore it is unlikely the town will receive reimbursement for three projects that qualify for the incentive in FY 20. If not funded adequately, the estimated loss of revenue from state reimbursement in FY 20 is approximately \$275,000.

Other Board Action

The Finance Committee met on November 26th and reviewed the FY 2020 budget assumptions and parameters and recommended them for Town Council approval.

Recommendations

If the Town Council is in agreement, the following motion is recommended for approval:

“MOVE that the FY 2020 budget assumptions and parameters be approved as presented.”

Attachments

Proposed FY 20 Budget Assumptions & Parameters

**PROPOSED FISCAL YEAR 2020
BUDGET ASSUMPTIONS & PARAMETERS**

Revenues

Utilize state aid amounts as proposed by the Office of Policy & Management. There is uncertainty relative to the amount of state aid we will be anticipating to receive as the General Assembly may need to take deficit mitigation measures that could affect state aid.

Building permits, conveyance fees and land recordings are projected to remain flat with FY 19 adopted budget amounts.

Interest earnings are improving and are projected to return approximately 2.00%.

EXPENDITURES

Employee and retiree insurance benefit (health, life, dental) premiums are projected to increase approximately 6.0% (\$195,000)

Town contributions to defined benefit and defined contribution retirement plans are forecasted to increase approximately 10%. (\$135,000)

Budgeted cost for electricity is projected increase 3.0% (\$30,000).

Budgeted unit costs for gasoline and diesel fuel are expected to increase 2.0% and 7.0% respectively. (\$9,000)

MDC water and sewer rates are expected to increase January 1, 2019. The water use charge is projected to increase 11%. (\$8,000). Hydrant maintenance charges are expected to increase 25% (\$27,000)

MDC sewer ad valorem assessment is projected to increase 17%. (\$720,000).

General Fund appropriation for debt service is projected to increase 3.0% as compared to the FY 19 budget amount. (\$215,000)

Continue contribution to the Caring Connection from the general fund. (\$30,000 increase)

Continue planned incremental increase to the OPEB Trust Fund appropriation. (\$150,000)

SERVICE DELIVERY

Present a budget that reflects current levels of service as well as identifies resources to address unmet and emerging service delivery needs. (e.g. mental health outreach / counseling, employee training, succession planning)


Continue multi-year investment program in open space preservation as well as asset management activities including pavement management, fleet, technology, facilities, and athletic fields.

Agenda Item Summary

Date: December 3, 2018

To: Honorable Mayor and Members of the Town Council

Prepared By: James Bourke, Finance Director

Reviewed By: Peter Souza, Town Manager 

Subject: FY 2020 Budget Calendar

Background

The attached budget calendar outlines the process for submittal, review and adoption of the annual operating budget.

Discussion/Analysis

The proposed budget calendar is generally consistent with previous budget calendars. The schedule calls for a public hearing on February 4 to hear budget requests and comments. The proposed budget would be transmitted to the Town Council on March 27. On April 1, a public hearing is proposed prior to the Council's regularly scheduled meeting.

Council discussion and preliminary deliberations are scheduled for April 22 with the final budget adoption being proposed for Wednesday, April 24. The suggested date for the adjourned town meeting (referendum) is Tuesday, May 14. As in years past, the formal setting of the referendum date is set when the Town Council adopts the budget.

Incorporated into the schedule are dates related to Public Act #13-60. This act requires the Town Council to make recommendations and suggestions to the local Board of Education regarding the consolidation of non-educational services within 10 days of the Board of Education submitting its budget information.

The calendar includes public information and community forums on February 27 and March 28. These forums will be hosted by town staff and provide an opportunity for discussion of the budget process, our overall revenue picture, as well as various fiscal and service delivery topics. The March 28 forum will provide an informal setting for the public to hear more about the proposed budget prior to the April 1 Town Council public hearing.

On April 25, May 1 and May 9 there will be additional community budget forums. These forums are sponsored by Windsor CT Votes and the League of Women Voters and will allow the public to hear more about the proposed budget and the budget that will be presented at the referendum. The Town Manager and Superintendent of Schools will be available at these meetings to provide the latest information on the budget and answer questions from residents.

Financial Impact

None

Other Board Action

The Finance Committee met on November 26th and voted to recommend to the Town Council that the attached FY 2020 budget calendar be approved.

Recommendations

If the Town Council is in agreement, the following motion is recommended for approval:

“MOVE that the FY 2020 budget calendar be approved as presented.”

Attachments

Draft FY 2020 Budget Calendar


**TOWN OF WINDSOR, CONNECTICUT
FY 2020
BUDGET CALENDAR BY DEPARTMENT**

Date	Day	Step
February 4, 2019 7:15 PM	Monday	Public Hearing by Town Council to hear budget requests from citizens.
February 21, 2019	<i>Tentative</i>	Board of Education to submit to Town Council information regarding Public Act 13-60
February 27, 2019	Wednesday	Informational meeting on Proposed Budget (<i>hosted by staff</i>)
March 4, 2019	<i>Tentative</i>	Town Council suggestions due to the BOE per Public Act 13-60 within 10 days of BOE submission
March 2019	<i>Tentative</i>	Board of Education to submit written responses to Town Council regarding suggestions made per Public Act 13-60.
March 11, 2019	Monday	Finance Committee Meeting (<i>tentative date</i>)
March 27, 2019	Wednesday	Estimated receipts and expenditures submitted to Town Council by Town Manager (proposed budget)
March 28, 2019	Thursday	Informational meeting on Proposed Budget (<i>hosted by staff</i>)
April 1, 2019 7:00 PM	Monday	Town Manager's Presentation of FY 20 Proposed Budget Public Hearing re: public opinion regarding budget as proposed by Town Manager Regular Town Council meeting
April 3, 2019 6:30- 9 PM	Wednesday	Board of Education, Revenues, Public Works, Landfill Enterprise Fund, Resident Transfer Station Enterprise Fund, Child and Adult Day Care
April 15, 2019 6:30- 9 PM	Monday	Board of Education, Information Services, Health Services, Library, Human Services, Safety Services, Recreation & Leisure Services
April 17, 2019 6:30 - 9 PM	Wednesday	Development Services, Community Development, Administrative Services, General Government, General Services, Insurance Internal Service Fund, Town Support for Education
April 22, 2019 6:30 – 9 PM	Monday	Public Comment, Capital Spending, Price Guide, Preliminary Deliberations
April 24, 2019 6:30 - 9 PM	Wednesday	Public Comment, Town Council final deliberations and vote
May 14, 2019	Tuesday	Recommended date for Adjourned Town Meeting (<i>referendum</i>)
May 20, 2019	Monday	Regular Town Council Meeting; Council sets tax rate
June 19, 2019	Wednesday	Tax bill mailing completed
June 30, 2019	Sunday	End of current fiscal year

Additional Community Budget Forums – April 25, May 1 & May 9 (sponsored by League of Women Voters & CT Votes)

Windsor school vacation week is April 8-12, 2019

Agenda Item Summary

Date: December 3, 2018
To: Honorable Mayor and Members of the Town Council
Prepared By: James Bourke, Finance Director
Reviewed By: Peter Souza, Town Manager 
Subject: FY 2020 Budget Format

Background

The *Town Charter* requires that should the Town Council desire any changes to the budget format, that these changes must be adopted by January 15.

Discussion/Analysis

Staff is not proposing changes to the budget format for FY 2020.

Financial Impact

None

Other Board Action

The Finance Committee met on November 26th and recommended that the FY 2020 budget format remain the same as the format utilized for FY 2019.

Recommendations

If the Town Council is in agreement, the following motion is recommended for approval:

“MOVE that the FY 2020 budget format remain the same as the format utilized for FY 2019.”

Attachments

None

**Town Council
Resignations/Appointments/Reappointments
December 3, 2018**

Resignations

None

Appointments / Reappointments (to be acted upon at tonight's meeting)

None

Names submitted for consideration of appointment

None

**TOWN COUNCIL
COUNCIL CHAMBERS
WINDSOR TOWN HALL
NOVEMBER 19, 2018
Regular Town Council Meeting
UNAPPROVED MINUTES**

1) CALL TO ORDER

Mayor Trinks called the meeting to order at 7:31 p.m.

Present: Mayor Donald Trinks, Deputy Mayor Jody Terranova, Councilor James Govoni, Councilor Donald Jepsen, Councilor Joseph McAuliffe, Councilor Richard O'Reilly, Councilor Michael Tustin and Councilor Kenneth Wilkos.

Councilor Black-Burke was absent.

2) PRAYER

Councilor O'Reilly offered a moment of silence for people affected by the ongoing wildfires in California.

3) PLEDGE OF ALLEGIANCE

Councilor O'Reilly led the group in the pledge of allegiance.

4) PROCLAMATIONS AND AWARDS

5) PUBLIC COMMUNICATIONS AND PETITIONS

6) REPORT OF APPOINTED BOARDS AND COMMISSION

7) TOWN MANAGER'S REPORT

Property Revaluation

The Assessor's Office has mailed out the real estate 'Notice of Assessment Change' to all property owners.

A searchable database is on the town's website which allows individuals to look up specific properties to see the new valuations as well as the previous valuations.

The notices and website have an explanation about the process to schedule an informal hearing in December. Informal hearings, which will be by appointment only, are planned for weekdays from December 3 - December 28. Property owners can schedule an informal hearing by contacting the Assessor's Office between now and December 14.

Property owners will also be able to make a formal appeal to the Board of Assessment Appeals. The formal appeals are held in March and appeal applications must be filed by no later than February 20.

Below is a high-level summary of the revaluation results. Please note these are overall *averages* by class or category.

- 1, 2 & 3 family residential property assessed values increased by 4.8%
- Condominium assessed values increased by 11.3%
- Apartments assessed values increased by 9.0%
- Commercial/Industrial property assessed values increased 9.0%

With this revaluation, there appears not to be a significant overall tax burden shift in terms of real estate value. Net assessments for non-residential and apartments comprise approximately 38% of the 10/1/18 Real Estate Grand List compared to 37% for the 10/1/17 Grand List.

Proposed MDC Budget

The Metropolitan District Commission is in the process of reviewing their proposed budget for calendar year 2020. The Commission plans to adopt a budget on December 10th.

The proposed MDC budget would result in the ad valorem sewer assessment to the town increasing 17% or approximately \$720,000 over the FY 19 amount.

Water rates are proposed to increase over 10%.

Also, the district is proposing to increase the annual maintenance fee for fire hydrants by 25%. This equals a \$27,000 increase to the town's operating budget.

While I recognize and appreciate the MDC's efforts to reduce the overall number of employees, combining job responsibilities and renegotiating employee benefits, these proposed increases are placing significant pressure on the town's operating budget.

To help mitigate the ad valorem assessment to member towns, it is imperative that the CT Department of Energy and Environmental Protection and the MDC come to an agreement to resolve the dispute over the fees the State of CT should be paying related to discharging of leachate into the sewer system.

Prescription Drug and Opioid Abuse Awareness Program

A presentation and discussion will be given on December 5 regarding the epidemic of prescription drugs and opioid abuse. The program's objective is to help the public understand the scope and severity of this crisis. A documentary film will be shown followed by a moderated panel discussion with local law enforcement and medical personnel.

This program is a collaboration between the Windsor Youth Services Bureau, Windsor Youth Commission and Windsor High School. The event is on Wednesday, December 5, 6:00 PM – 7:30 PM, in the Windsor High School Auditorium. This screening contains strong language and graphic images. Viewer discretion is advised. This event is open to Windsor Public School

students and their families as well as the general public. For more information, please call the Windsor Youth Services Bureau at 860-285-1990.

Winter Parking Rules Began November 15

Just a reminder for residents that from November 15th to April 15th of each year, there is no parking on Windsor streets between the hours of 1:00 AM and 6:00 AM. Also, there is no parking on any street during a snow or ice storm that has been in progress for one hour or more. Residents are asked to not leave their vehicle on the street in such a position that it impedes snowplowing operations or the free flow of traffic.

When the snow arrives this year, remember to keep outside exits, walks and stairs free of snow and ice. Don't forget there is a town ordinance that requires all property owners to clear snow from the sidewalk (and fire hydrants if there is one on or adjacent to your property) within 12 hours after a storm.

Town Hall Closed Thursday and Friday

Just as a reminder, town offices will be closed on both Thursday, 11/22, and Friday, 11/23, for the Thanksgiving holiday.

Councilor Wilkos noted that if the MDC added any other users that fall under the proposed high-volume discount, they would seemingly be maxing out their available water supply. If this is accurate, he wondered what the motivation is to offer the discounted rate. Town Manager Souza responded that he is not sure about the MDC's water supply, but the proposed high-volume discount has been tabled for now. He also stated that he would reach out to the MDC for clarification.

8) COMMUNICATIONS FROM COUNCIL MEMBERS

Councilor O'Reilly wished everyone a Happy Thanksgiving.

Councilor Wilkos wished everyone a Happy Thanksgiving and safe travels.

Councilor Black-Burke – Absent

Councilor Govoni – None

Councilor McAuliffe – None

Councilor Tustin – None

Deputy Mayor Terranova wished everyone a Happy Thanksgiving.

Councilor Jepsen wished everyone a Happy Thanksgiving.

Mayor Trinks – None.

9) REPORTS OF STANDING COMMITTEES

Personnel Committee – Councilor O'Reilly reported that the committee is in the process of scheduling a meeting, likely during the second week of December, to discuss appointments and reappointments.

Health & Safety Committee – None.

Finance Committee – Deputy Mayor Terranova reported that the Finance Committee will be meeting Monday, November 26 to discuss MDC's Integrated Plan proposal and to begin looking at next year's budget.

Special Projects Committee – None.

Town Improvements Committee – None.

10) ORDINANCES

11) UNFINISHED BUSINESS

12) NEW BUSINESS

- a) Approve Library Services job position descriptions

MOVED by Deputy Mayor Terranova, seconded by Councilor Jepsen that the job descriptions for the positions of Children's Services Librarian, Information Technology Librarian, Library Director, Head of Reference and Technical Services Librarian, Library Branch Manager, Lending Services Librarian, Librarian, and Library Assistant be approved as presented.

Amelia Bliss, Human Resources Director and Gaye Rizzo, Library Director presented the following:

- The proposed changes will update the current job descriptions of full time positions at the library to reflect duties the incumbents are currently performing and do not add new duties or expectations for employees.
- The Librarian, Assistant Librarian, Branch Manager, and Library Director job descriptions have not been updated since 2000.
- The Lending Services Manager job description was last updated in 2009 and the Reference and Technical Services job description was updated in 2012.
- The proposed changes will ensure that they all use the same language for physical demands, work environment, and required competencies.

Ms. Bliss gave an overview of the changes for each specific job description as well as an overview of the requirements for the two new job descriptions of Children's Services Librarian and Information Technology Librarian.

Councilor Wilkos stated that these updates needed to be done.

Motion Passed 8-0-0 (Councilor Black-Burke absent)

- b) Refer Public Safety Complex to Public Building Commission for implementation and oversight

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova that the Public Safety Complex project be referred to the Public Building Commission for implementation and oversight.

Town Manager Souza stated that the project is being referred to the Public Building Commission for a second time as recommended by Councilor Jepsen and Deputy Mayor Terranova to provide clarity after the recent referendum. Town staff recently met with the architect and the project will be entering the next phase of design this December.

Councilor Jepsen clarified that the Radio System Replacement project did not need to be referred because town staff already oversees it. Town Manager Souza responded that was correct.

Motion Passed 8-0-0 (Councilor Black-Burke absent)

- c) Approve accepting \$27,442 from the Metropolitan District Commission and authorize these funds be placed in Capital Project No. 9030, Pavement Management, to be utilized for the pavement rehabilitation of East Street

MOVED by Deputy Mayor Terranova, seconded by Councilor Jepsen to accept \$27,442 from the Metropolitan District Commission and to authorize funds from Capital Project No. 9030 for the pavement rehabilitation of East Street.

Bob Jarvis, Town Engineer and Director of Public Works presented the following:

This past summer, the MDC replaced an outdated water main on East Street between Pleasant Street and Clubhouse Road. Following completion, the MDC restored the trench and patched the pavement. In lieu of performing the milling and overlay work, the MDC offered \$27,442 to the town toward the pavement rehabilitation. The cost was based on engineering staff's cost estimate to do the work. Staff expects to request funding to be allocated for the rehabilitation of streets in the East Street area within the next two years. The MDC funds will help to offset the cost of that funding allocation.

Councilor Wilkos asked if all of East Street is scheduled to be milled and paved in the Capital Improvement Plan (CIP). Mr. Jarvis responded that it was not a CIP project and it would have come from the paving and rehabilitation budget as that area has been designated to receive rehabilitation. Councilor Wilkos recommended that it be considered for next year.

Motion Passed 8-0-0 (Councilor Black-Burke absent)

- d) Approve an appropriation of \$75,000 from the Capital Project Fund Assigned Fund Balance to fund the Goslee Pool Improvement project

MOVED by Councilor Jepsen, seconded by Councilor McAuliffe, to approve an appropriation of \$75,000 from the Capital Projects Fund Assigned Fund Balance to fund the Goslee Pool Filtration System Replacement project.

Town Manager Souza stated that during FY 18, the filtration system replacement project was completed at Welch Pool and this evening, funding is requested to do similar work at Goslee Pool. The project has already been bid, so if the council approves the project this evening, the work can be scheduled for this spring. The money includes a \$2,500 contingency.

Councilor Govoni expressed his support for the project and recalled part of the filtration system failing and it was down for multiple days during the heat of the season. He remembered it being very disruptive and thinks it is great to be proactive about the project.

Councilor Wilkos asked if the project included replacing the pump that was purchased a few years ago as well. Paul Norris, Recreation Director, responded that the pump will be replaced with a new one to be consistent with the other work being done, but the old one will be kept as a spare. The new pump is interchangeable with the one at Welch Pool and the main objective is that the main components are similar at each pool in order to easily maintain parts and train staff.

Councilor Jepsen expressed his support for the project in order to keep the pools safe and healthy for our citizens. He noted the importance of teaching children in town how to swim in order to prevent drowning and stated that the maintenance of the pools is connected to that mission.

Motion Passed 8-0-0 (Councilor Black-Burke absent)

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to move item 12(e) to appear on tonight's agenda after item 16(a).

Motion Passed 8-0-0 (Councilor Black-Burke absent)

13) RESIGNATIONS AND APPOINTMENTS

MOVED by Councilor O'Reilly, seconded by Councilor Jepsen to accept the resignation of Nathan Scharoff from the Town Planning & Zoning Commission.

Motion Passed 8-0-0 (Councilor Black-Burke absent)

14) MINUTES OF PRECEEDING MEETINGS

- a) Minutes of the November 5, 2018 Regular Town Council meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to approve the unapproved minutes of the November 5, 2018 Regular Town Council meeting as presented.

Motion Passed 8-0-0 (Councilor Black-Burke absent)

15) PUBLIC COMMUNICATIONS AND PETITIONS

MOVED by Councilor Jepsen, seconded by Councilor O'Reilly to enter into Executive Session at 8:05 p.m. for discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee (Town Manager's evaluation).

Motion Passed 8-0-0 (Councilor Black-Burke absent)

16) EXECUTIVE SESSION

Present: Mayor Donald Trinks, Deputy Mayor Jody Terranova, Councilor Nuchette Black-Burke, Councilor James Govoni, Councilor Donald Jepsen, Councilor Joseph McAuliffe, Councilor Richard O'Reilly, Councilor Michael Tustin and Councilor Kenneth Wilkos

Staff: Peter Souza, Town Manager

Peter Souza, Town Manager, entered Executive Session at 8:35 p.m.

MOVED by Councilor Jepsen, seconded by Councilor Wilkos to exit Executive Session at 8:52 p.m. and to re-enter the regular Town Council session.

Motion Passed 8-0-0 (Councilor Black-Burke absent)

12 e) Town Manager Annual Performance Evaluation

Councilor O'Reilly reported that the Town Council had completed the Town Manager's annual performance evaluation. Overall, the rating was 3.81.

MOVED by Councilor O'Reilly, seconded by Councilor McAuliffe to adjust the Town Manager's annual salary compensation by \$2,500.

Motion Passed 8-0-0 (Councilor Black-Burke absent)

17) ADJOURNMENT

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to adjourn the meeting at 8:54 p.m.

Motion Passed 9-0-0

Respectfully Submitted,

Erin Rand
Clerk of the Council