

Prepared for

# Town of Fairfield, CT - Pension and OPEB Plan

October 28, 2020

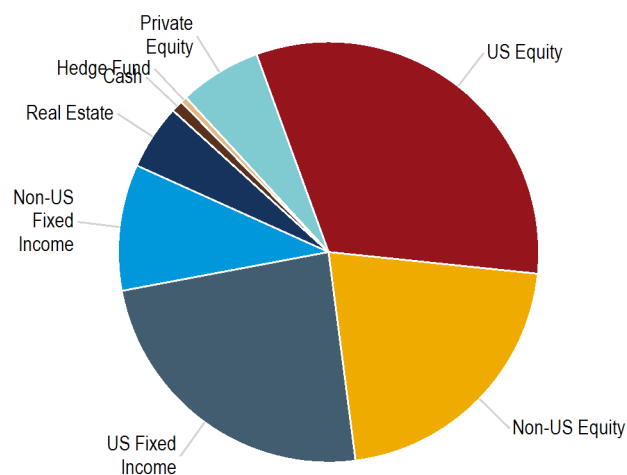
## Total Portfolio Performance & Asset Allocation

Performance Summary ending September 30, 2020

	Market Value (\$)	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
<b>Town of Fairfield Pension (Net)</b>	<b>406,489,394</b>	<b>-1.14</b>	<b>4.71</b>	<b>4.56</b>	<b>4.93</b>	<b>6.68</b>	<b>7.19</b>	<b>14.24</b>	<b>Mar-20</b>
Pension Total Target		-1.49	5.35	6.42	5.89	7.36	8.07	14.30	Mar-20

- Pension Total Target = 30% Russell 3000 / 20% MSCI ACWI ex USA / 25% BBgBarc US Aggregate TR / 10% BBgBarc Global Aggregate Hedged TR / 5% NCREIF NFI-ODCE Equal Weight 3 Month Lag / 5% HFRI.EH.Equity Market Neutral 1 month Lag / 5% Russell 3000 Index + 3% 3 Month Lag

Current Allocation as of September 30, 2020



	Current \$	Current %	Policy	Difference*
US Equity	\$130,748,798	32.2%	30.0%	2.2%
Non-US Equity	\$86,671,479	21.3%	20.0%	1.3%
US Fixed Income	\$98,131,502	24.1%	25.0%	-0.9%
Non-US Fixed Income	\$39,238,016	9.7%	10.0%	-0.3%
Real Estate	\$20,484,237	5.0%	5.0%	0.0%
Cash	\$3,530,296	0.9%	--	0.9%
Hedge Fund	\$2,203,813	0.5%	5.0%	-4.5%
Private Equity	\$25,481,252	6.3%	5.0%	1.3%
<b>Total</b>	<b>\$406,489,394</b>	<b>100.0%</b>	<b>100.0%</b>	

\*Difference between Policy and Current Allocation

Net of Fee returns reflect the deduction of fund expense ratios, any purchase or redemption fees, and VIAS advisory fee applied to the client portfolio.

Returns greater than one year represent annualized returns. Returns less than one year represent cumulative returns.



## Performance Summary (Net) ending September 30, 2020

	Market Value (\$)	% of Portfolio	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
<b>Town of Fairfield Pension</b>	<b>406,489,394</b>	<b>100.00</b>	<b>-1.14</b>	<b>4.71</b>	<b>4.56</b>	<b>4.93</b>	<b>6.68</b>	<b>7.19</b>	<b>14.24</b>	<b>Mar-20</b>
Pension Total Target			-1.49	5.35	6.42	5.89	7.36	8.07	14.30	Mar-20
<b>Total Equity</b>	<b>217,420,277</b>	<b>53.49</b>	<b>-2.92</b>	<b>8.13</b>	<b>3.65</b>	<b>4.22</b>	<b>8.38</b>	<b>8.76</b>	<b>31.33</b>	<b>Mar-20</b>
<b>Equity Domestic</b>	<b>130,748,798</b>	<b>32.17</b>	<b>-3.56</b>	<b>9.21</b>	<b>1.15</b>	<b>5.95</b>	<b>9.69</b>	<b>--</b>	<b>33.50</b>	<b>Mar-20</b>
Russell 3000			-3.64	9.21	15.00	11.65	13.69	13.48	33.26	Mar-20
<b>Equity International</b>	<b>86,671,479</b>	<b>21.32</b>	<b>-1.91</b>	<b>6.48</b>	<b>6.54</b>	<b>2.03</b>	<b>6.64</b>	<b>5.29</b>	<b>28.42</b>	<b>Mar-20</b>
MSCI AC World ex-US Total Return Index			-2.46	6.25	3.00	1.16	6.23	4.00	23.38	Mar-20
<b>Total Fixed Income</b>	<b>137,369,519</b>	<b>33.79</b>	<b>0.30</b>	<b>0.76</b>	<b>5.25</b>	<b>4.31</b>	<b>3.74</b>	<b>3.76</b>	<b>3.79</b>	<b>Mar-20</b>
<b>Fixed Income Domestic</b>	<b>98,131,502</b>	<b>24.14</b>	<b>0.09</b>	<b>0.62</b>	<b>6.77</b>	<b>5.05</b>	<b>4.14</b>	<b>3.82</b>	<b>1.87</b>	<b>Mar-20</b>
BBgBarc US Aggregate Float Adjusted TR			-0.05	0.65	7.14	5.33	4.26	3.67	3.70	Mar-20
<b>Fixed Income International</b>	<b>39,238,016</b>	<b>9.65</b>	<b>0.83</b>	<b>1.14</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>1.14</b>	<b>Jun-20</b>
Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Hedged			0.84	1.07	2.33	5.33	4.57	--	1.07	Jun-20
<b>Hedge Funds</b>	<b>2,203,813</b>	<b>0.54</b>	<b>-1.70</b>	<b>3.07</b>	<b>4.09</b>	<b>5.97</b>	<b>5.80</b>	<b>--</b>	<b>1.66</b>	<b>Mar-20</b>
HFRI EH: Equity Market Neutral Index 1 Month Lag			0.17	0.98	-0.83	0.94	1.93	2.51	-0.04	Mar-20
Hedge Funds ex Madoff Settlement			-1.70	3.07	4.23	6.02	5.83	5.42	1.80	Mar-20
<b>Private Equity</b>	<b>25,481,252</b>	<b>6.27</b>	<b>5.85</b>	<b>5.85</b>	<b>13.07</b>	<b>17.62</b>	<b>15.75</b>	<b>14.48</b>	<b>2.85</b>	<b>Mar-20</b>
Russell 3000 Index + 3% 3 Month Lag			22.77	22.77	9.72	13.29	13.27	17.04	-1.98	Mar-20
<b>Real Estate</b>	<b>20,484,237</b>	<b>5.04</b>	<b>-0.17</b>	<b>-0.17</b>	<b>1.32</b>	<b>6.03</b>	<b>8.72</b>	<b>--</b>	<b>-1.94</b>	<b>Mar-20</b>
NCREIF NFI-ODCE Equal Weight 3 Month Lag			-1.27	-1.27	2.46	--	--	--	-0.38	Mar-20
<b>Total Short Term Reserves</b>	<b>3,530,296</b>	<b>0.87</b>	<b>0.00</b>	<b>0.02</b>	<b>0.87</b>	<b>1.46</b>	<b>1.05</b>	<b>0.40</b>	<b>0.09</b>	<b>Mar-20</b>
91 Day T-Bills			0.01	0.02	0.82	1.58	1.13	0.59	0.05	Mar-20

Net of Fee returns reflect the deduction of fund expense ratios, any purchase or redemption fees, and VIAS advisory fee applied to the client portfolio.

Returns greater than one year represent annualized returns. Returns less than one year represent cumulative returns.

## Performance Summary (Net) ending September 30, 2020

	Market Value (\$)	% of Portfolio	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
<b>Town of Fairfield Pension</b>	<b>406,489,394</b>	<b>100.00</b>	<b>-1.14</b>	<b>4.71</b>	<b>4.56</b>	<b>4.93</b>	<b>6.68</b>	<b>7.19</b>	<b>14.24</b>	<b>Mar-20</b>
Pension Total Target			-1.49	5.35	6.42	5.89	7.36	8.07	14.30	Mar-20
<b>Total Equity</b>	<b>217,420,277</b>	<b>53.49</b>	<b>-2.92</b>	<b>8.13</b>	<b>3.65</b>	<b>4.22</b>	<b>8.38</b>	<b>8.76</b>	<b>31.33</b>	<b>Mar-20</b>
<b>Equity Domestic</b>	<b>130,748,798</b>	<b>32.17</b>	<b>-3.56</b>	<b>9.21</b>	<b>1.15</b>	<b>5.95</b>	<b>9.69</b>	<b>--</b>	<b>33.50</b>	<b>Mar-20</b>
Russell 3000			-3.64	9.21	15.00	11.65	13.69	13.48	33.26	Mar-20
Vanguard® Total Stock Market Index Institutional Plus Shares	130,748,798	32.17	-3.56	9.21	15.01	11.66	13.70	--	9.21	Jun-20
CRSP US Total Market TR USD			-3.56	9.20	14.99	11.65	13.69	13.44	9.20	Jun-20
<b>Equity International</b>	<b>86,671,479</b>	<b>21.32</b>	<b>-1.91</b>	<b>6.48</b>	<b>6.54</b>	<b>2.03</b>	<b>6.64</b>	<b>5.29</b>	<b>28.42</b>	<b>Mar-20</b>
MSCI AC World ex-US Total Return Index			-2.46	6.25	3.00	1.16	6.23	4.00	23.38	Mar-20
Vanguard® Total International Stock Index Institutional Shares	86,671,479	21.32	-1.91	6.48	3.80	1.28	6.33	--	25.77	Mar-20
Spliced Total International Stock Index			-2.28	6.70	3.69	1.31	6.41	4.23	24.89	Mar-20
International Funds Average			-1.85	6.82	5.52	1.51	5.82	4.59	26.15	Mar-20
<b>Total Fixed Income</b>	<b>137,369,519</b>	<b>33.79</b>	<b>0.30</b>	<b>0.76</b>	<b>5.25</b>	<b>4.31</b>	<b>3.74</b>	<b>3.76</b>	<b>3.79</b>	<b>Mar-20</b>
<b>Fixed Income Domestic</b>	<b>98,131,502</b>	<b>24.14</b>	<b>0.09</b>	<b>0.62</b>	<b>6.77</b>	<b>5.05</b>	<b>4.14</b>	<b>3.82</b>	<b>1.87</b>	<b>Mar-20</b>
BBgBarc US Aggregate Float Adjusted TR			-0.05	0.65	7.14	5.33	4.26	3.67	3.70	Mar-20
Vanguard® Total Bond Market Index Fund Institutional Shares	98,131,502	24.14	0.09	0.62	7.05	5.32	4.21	3.60	0.62	Jun-20
Spliced Bloomberg Barclays US Aggregate Float Adjusted Index			-0.05	0.65	7.14	5.33	4.26	3.67	0.65	Jun-20
<b>Fixed Income International</b>	<b>39,238,016</b>	<b>9.65</b>	<b>0.83</b>	<b>1.14</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>1.14</b>	<b>Jun-20</b>
Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Hedged			0.84	1.07	2.33	5.33	4.57	--	1.07	Jun-20
Vanguard® Total International Bond Index Fund Institutional Shares	39,238,016	9.65	0.83	1.14	2.22	5.18	4.40	--	1.14	Jun-20
Bloomberg Barclays Global Aggregate ex-USD Float Adjusted RIC Capped Hedged			0.84	1.07	2.33	5.33	4.57	--	1.07	Jun-20
<b>Hedge Funds</b>	<b>2,203,813</b>	<b>0.54</b>	<b>-1.70</b>	<b>3.07</b>	<b>4.09</b>	<b>5.97</b>	<b>5.80</b>	<b>--</b>	<b>1.66</b>	<b>Mar-20</b>
HFRI EH: Equity Market Neutral Index 1 Month Lag			0.17	0.98	-0.83	0.94	1.93	2.51	-0.04	Mar-20
Hedge Funds ex Madoff Settlement			-1.70	3.07	4.23	6.02	5.83	5.42	1.80	Mar-20

## Performance Summary (Net) ending September 30, 2020

	Market Value (\$)	% of Portfolio	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Wellington Archipelago Holdings LTD	2,203,813	0.54	-1.70	3.07	2.28	4.39	4.18	--	0.42	Mar-20
HFRI EH: Equity Market Neutral Index 1 Month Lag			0.17	0.98	-0.83	0.94	1.93	2.51	-0.04	Mar-20
<b>Private Equity</b>	<b>25,481,252</b>	<b>6.27</b>	<b>5.85</b>	<b>5.85</b>	<b>13.07</b>	<b>17.62</b>	<b>15.75</b>	<b>14.48</b>	<b>2.85</b>	<b>Mar-20</b>
Russell 3000 Index + 3% 3 Month Lag			22.77	22.77	9.72	13.29	13.27	17.04	-1.98	Mar-20
Mesirow Financial Private Equity Partnership Fund VI	16,577,318	4.08	11.80	11.80	19.21	20.86	15.04	--	4.34	Mar-20
Russell 3000 Index + 3% 3 Month Lag			22.77	22.77	9.72	13.29	13.27	17.04	-1.98	Mar-20
Lexington Middle Market Investment Fund III	4,750,354	1.17	-5.68	-5.68	2.34	11.89	13.85	--	1.13	Mar-20
Russell 3000 Index + 3% 3 Month Lag			22.77	22.77	9.72	13.29	13.27	17.04	-1.98	Mar-20
Mesirow Financial Private Equity Fund VII-A	2,228,258	0.55	8.21	8.21	5.50	1.14	--	--	2.50	Mar-20
Russell 3000 Index + 3% 3 Month Lag			22.77	22.77	9.72	13.29	13.27	17.04	-1.98	Mar-20
Lexington Middle Market Investment Fund II	1,173,973	0.29	-9.97	-9.97	0.72	12.82	13.35	14.10	-7.14	Mar-20
Russell 3000 Index + 3% 3 Month Lag			22.77	22.77	9.72	13.29	13.27	17.04	-1.98	Mar-20
Lexington Middle Market Investment Fund IV	751,349	0.18	-10.37	-10.37	0.33	--	--	--	-1.46	Mar-20
Russell 3000 Index + 3% 3 Month Lag			22.77	22.77	9.72	13.29	13.27	17.04	-1.98	Mar-20
<b>Real Estate</b>	<b>20,484,237</b>	<b>5.04</b>	<b>-0.17</b>	<b>-0.17</b>	<b>1.32</b>	<b>6.03</b>	<b>8.72</b>	<b>--</b>	<b>-1.94</b>	<b>Mar-20</b>
NCREIF NFI-ODCE Equal Weight 3 Month Lag			-1.27	-1.27	2.46	--	--	--	-0.38	Mar-20
Principal Enhanced Property Fund, L.P	20,484,237	5.04	-0.17	-0.17	1.32	6.06	9.36	--	-1.94	Mar-20
NCREIF NFI-ODCE Equal Weight 3 Month Lag			-1.27	-1.27	2.46	--	--	--	-0.38	Mar-20
<b>Total Short Term Reserves</b>	<b>3,530,296</b>	<b>0.87</b>	<b>0.00</b>	<b>0.02</b>	<b>0.87</b>	<b>1.46</b>	<b>1.05</b>	<b>0.40</b>	<b>0.09</b>	<b>Mar-20</b>
91 Day T-Bills			0.01	0.02	0.82	1.58	1.13	0.59	0.05	Mar-20
Cash- Town Employees	1,212,934	0.30	0.00	0.00	0.73	1.40	1.02	0.53	0.06	Mar-20
91 Day T-Bills			0.01	0.02	0.82	1.58	1.13	0.59	0.05	Mar-20
Cash- Fire and Police	1,205,541	0.30	0.00	0.00	0.68	1.38	1.01	0.53	0.01	Mar-20
91 Day T-Bills			0.01	0.02	0.82	1.58	1.13	0.59	0.05	Mar-20
Cash	1,111,821	0.27	0.00	0.08	1.10	1.54	1.10	-0.09	0.18	Mar-20
91 Day T-Bills			0.01	0.02	0.82	1.58	1.13	0.59	0.05	Mar-20

## Investment Expense Analysis as of September 30, 2020

Name	Market Value	% of Portfolio	Expense Ratio
<b>Total Equity</b>	<b>\$217,420,277</b>	<b>53.5%</b>	
<b>Equity Domestic</b>	<b>\$130,748,798</b>	<b>32.2%</b>	
Vanguard® Total Stock Market Index Institutional Plus Shares	\$130,748,798	32.2%	0.020%
<b>Equity International</b>	<b>\$86,671,479</b>	<b>21.3%</b>	
Vanguard® Total International Stock Index Institutional Shares	\$86,671,479	21.3%	0.080%
<b>Total Fixed Income</b>	<b>\$137,369,519</b>	<b>33.8%</b>	
<b>Fixed Income Domestic</b>	<b>\$98,131,502</b>	<b>24.1%</b>	
Vanguard® Total Bond Market Index Fund Institutional Shares	\$98,131,502	24.1%	0.035%
<b>Fixed Income International</b>	<b>\$39,238,016</b>	<b>9.7%</b>	
Vanguard® Total International Bond Index Fund Institutional Shares	\$39,238,016	9.7%	0.070%
<b>Hedge Funds</b>	<b>\$2,203,813</b>	<b>0.5%</b>	
Wellington Archipelago Holdings LTD	\$2,203,813	0.5%	
<b>Private Equity</b>	<b>\$25,481,252</b>	<b>6.3%</b>	
Lexington Middle Market Investment Fund II	\$1,173,973	0.3%	
Lexington Middle Market Investment Fund III	\$4,750,354	1.2%	
Lexington Middle Market Investment Fund IV	\$751,349	0.2%	
Mesirow Financial Private Equity Partnership Fund VI	\$16,577,318	4.1%	
Mesirow Financial Private Equity Fund VII-A	\$2,228,258	0.5%	
<b>Real Estate</b>	<b>\$20,484,237</b>	<b>5.0%</b>	
Principal Enhanced Property Fund, L.P	\$20,484,237	5.0%	
<b>Total Short Term Reserves</b>	<b>\$3,530,296</b>	<b>0.9%</b>	
Cash	\$1,111,821	0.3%	
Cash- Fire and Police	\$1,205,541	0.3%	
Cash- Town Employees	\$1,212,934	0.3%	
<b>Total</b>	<b>\$406,489,394</b>	<b>100.0%</b>	<b>0.039%</b>



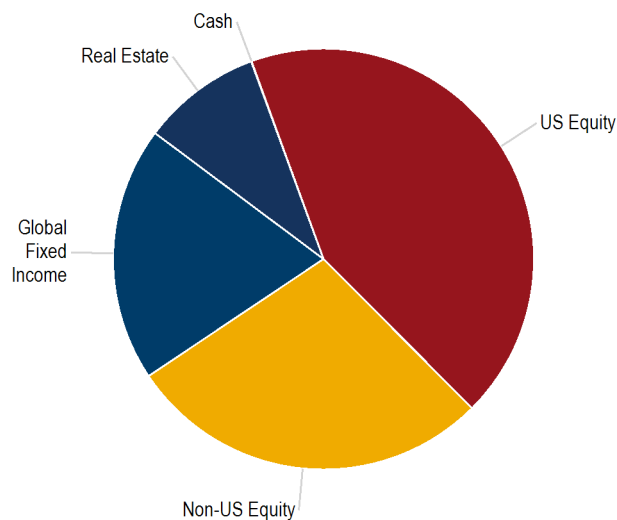
## Total Portfolio Performance & Asset Allocation

Performance Summary ending September 30, 2020

	Market Value (\$)	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
<b>Town of Fairfield OPEB (Net)</b>	<b>56,014,442</b>	<b>-2.04</b>	<b>6.36</b>	<b>8.82</b>	<b>6.21</b>	<b>8.26</b>	<b>5.85</b>	<b>20.98</b>	<b>Mar-20</b>
OPEB Total Target		-2.27	5.65	8.61	6.63	8.69	6.11	20.63	Mar-20

- OPEB Total Target = 42% Russell 3000 / 28% MSCI ACWI ex USA / 20% Bloomberg Barclays Global Aggregate Index Hedged USD / 10% NCREIF NFI-ODCE Equal Weight 3 Month Lag

Current Allocation as of September 30, 2020



	Current \$	Current %	Policy	Difference*
US Equity	\$24,120,210	43.1%	42.0%	1.1%
Non-US Equity	\$15,760,089	28.1%	28.0%	0.1%
Global Fixed Income	\$10,973,777	19.6%	20.0%	-0.4%
Real Estate	\$5,139,372	9.2%	10.0%	-0.8%
Cash	\$20,994	0.0%	--	0.0%
<b>Total</b>	<b>\$56,014,442</b>	<b>100.0%</b>	<b>100.0%</b>	

\*Difference between Policy and Current Allocation

Net of Fee returns reflect the deduction of fund expense ratios, any purchase or redemption fees, and VIAS advisory fee applied to the client portfolio.

Returns greater than one year represent annualized returns. Returns less than one year represent cumulative returns.

## Performance Summary (Net) ending September 30, 2020

	Market Value (\$)	% of Portfolio	1 Mo (%)	3 Mo (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
<b>Town of Fairfield OPEB</b>	<b>56,014,442</b>	<b>100.00</b>	<b>-2.04</b>	<b>6.36</b>	<b>8.82</b>	<b>6.21</b>	<b>8.26</b>	<b>5.85</b>	<b>20.98</b>	<b>Mar-20</b>
OPEB Total Target			-2.27	5.65	8.61	6.63	8.69	6.11	20.63	Mar-20
<b>Total Equity</b>	<b>39,880,299</b>	<b>71.20</b>	<b>-2.92</b>	<b>8.20</b>	<b>10.65</b>	<b>7.56</b>	<b>10.81</b>	<b>--</b>	<b>30.50</b>	<b>Mar-20</b>
<b>Equity Domestic</b>	<b>24,120,210</b>	<b>43.06</b>	<b>-3.56</b>	<b>9.20</b>	<b>15.01</b>	<b>11.65</b>	<b>13.69</b>	<b>--</b>	<b>33.33</b>	<b>Mar-20</b>
Russell 3000			-3.64	9.21	15.00	11.65	13.69	13.48	33.26	Mar-20
Vanguard® Total Stock Market Index Institutional Plus Shares	24,120,210	43.06	-3.56	9.21	15.02	11.66	13.70	--	9.21	Jun-20
Spliced Total Stock Market Index			-3.56	9.20	14.99	11.65	13.69	13.50	9.20	Jun-20
Multi-Cap Core Funds Average			-3.00	8.18	10.05	8.23	10.44	10.69	8.18	Jun-20
<b>Equity International</b>	<b>15,760,089</b>	<b>28.14</b>	<b>-1.91</b>	<b>6.48</b>	<b>3.82</b>	<b>1.28</b>	<b>6.33</b>	<b>--</b>	<b>25.76</b>	<b>Mar-20</b>
MSCI AC World ex-US Total Return Index			-2.46	6.25	3.00	1.16	6.23	4.00	23.38	Mar-20
Vanguard® Total International Stock Index Institutional Shares	15,760,089	28.14	-1.91	6.48	3.82	1.28	6.33	--	25.77	Mar-20
Spliced Total International Stock Index			-2.28	6.70	3.69	1.31	6.41	4.23	24.89	Mar-20
International Funds Average			-1.85	6.82	5.52	1.51	5.82	4.59	26.15	Mar-20
<b>Total Fixed Income</b>	<b>10,973,777</b>	<b>19.59</b>	<b>0.34</b>	<b>2.61</b>	<b>5.35</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>7.54</b>	<b>Mar-20</b>
<b>Fixed Income Global</b>	<b>10,973,777</b>	<b>19.59</b>	<b>0.34</b>	<b>2.61</b>	<b>5.35</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>7.54</b>	<b>Mar-20</b>
Bloomberg Barclays Global Aggregate Index Hedged USD			0.37	0.73	4.14	5.12	4.32	3.92	3.16	Mar-20
PIMCO Global Agg	10,973,777	19.59	0.34	2.61	5.35	--	--	--	7.54	Mar-20
Bloomberg Barclays Global Aggregate Index Hedged USD			0.37	0.73	4.14	5.12	4.32	3.92	3.16	Mar-20
<b>Real Estate</b>	<b>5,139,372</b>	<b>9.18</b>	<b>-0.17</b>	<b>-0.17</b>	<b>1.32</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>-1.94</b>	<b>Mar-20</b>
NCREIF NFI-ODCE Equal Weight 3 Month Lag			-1.27	-1.27	2.46	--	--	--	-0.38	Mar-20
Principal Enhanced Property Fund, L.P	5,139,372	9.18	-0.17	-0.17	1.32	--	--	--	-1.94	Mar-20
NCREIF NFI-ODCE Equal Weight 3 Month Lag			-1.27	-1.27	2.46	--	--	--	-0.38	Mar-20
<b>Total Short Term Reserves</b>	<b>20,994</b>	<b>0.04</b>	<b>0.00</b>	<b>0.08</b>	<b>1.13</b>	<b>1.59</b>	<b>1.15</b>	<b>--</b>	<b>0.28</b>	<b>Mar-20</b>
91 Day T-Bills			0.01	0.02	0.82	1.58	1.13	0.59	0.05	Mar-20
Cash	20,994	0.04	0.00	0.08	1.12	1.58	1.15	--	0.28	Mar-20
91 Day T-Bills			0.01	0.02	0.82	1.58	1.13	0.59	0.05	Mar-20

## Investment Expense Analysis as of September 30, 2020

Name	Market Value	% of Portfolio	Expense Ratio
<b>Total Equity</b>	<b>\$39,880,299</b>	<b>71.2%</b>	
<b>Equity Domestic</b>	<b>\$24,120,210</b>	<b>43.1%</b>	
Vanguard® Total Stock Market Index Institutional Plus Shares-Fire and Police	\$12,336,057	22.0%	0.020%
Vanguard® Total Stock Market Index Institutional Plus Shares-Town Employees	\$11,784,153	21.0%	0.020%
<b>Equity International</b>	<b>\$15,760,089</b>	<b>28.1%</b>	
Vanguard® Total International Stock Index Institutional Shares-Fire and Police	\$8,070,180	14.4%	0.080%
Vanguard® Total International Stock Index Institutional Shares-Town Employees	\$7,689,910	13.7%	0.080%
<b>Total Fixed Income</b>	<b>\$10,973,777</b>	<b>19.6%</b>	
<b>Fixed Income Global</b>	<b>\$10,973,777</b>	<b>19.6%</b>	
PIMCO Global Agg- Fire and Police	\$5,469,274	9.8%	
PIMCO Global Agg- Town Employees	\$5,504,504	9.8%	
<b>Real Estate</b>	<b>\$5,139,372</b>	<b>9.2%</b>	
Principal Enhanced Property Fund, L.P- Fire and Police	\$2,569,686	4.6%	
Principal Enhanced Property Fund, L.P- Town Employees	\$2,569,686	4.6%	
<b>Total Short Term Reserves</b>	<b>\$20,994</b>	<b>0.0%</b>	
Cash- Fire and Police	\$10,446	0.0%	
Cash- Town Employees	\$10,548	0.0%	
<b>Total</b>	<b>\$56,014,442</b>	<b>100.0%</b>	<b>0.031%</b>

## Important information

***For more information about any fund, visit [institutional.vanguard.com](https://institutional.vanguard.com) or call 866-499-8473 to obtain a prospectus or, if available, a summary prospectus. Investment objectives, risks, charges, expenses, and other important information are contained in the prospectus; read and consider it carefully before investing.***

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Investments in bond funds are subject to the risk that an issuer will fail to make payments on time and that bond prices will decline because of rising interest rates or negative perceptions of an issuer's ability to make payments. High-yield bonds generally have medium- and lower-range credit quality ratings and are therefore subject to a higher level of credit risk than bonds with higher credit quality ratings. Although the income from a municipal bond fund is exempt from federal tax, you may owe taxes on any capital gains realized through the fund's trading or through your own redemption of shares. For some investors, a portion of the fund's income may be subject to state and local taxes, as well as to the federal Alternative Minimum Tax. Diversification does not ensure a profit or protect against a loss.

While U.S. Treasury or government agency securities provide substantial protection against credit risk, they do not protect investors against price changes due to changing interest rates. Unlike stocks and bonds, U.S. Treasury bills are guaranteed as to the timely payment of principal and interest.

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*A stable value investment is neither insured nor guaranteed by the U.S. government. There is no assurance that the investment will be able to maintain a stable net asset value, and it is possible to lose money in such an investment.*

Factor funds are subject to investment style risk, which is the chance that returns from the types of stocks in which the fund invests will trail returns from U.S. stock markets. Factor funds are subject to manager risk, which is the chance that poor security selection will cause the fund to underperform relevant benchmarks or other funds with a similar investment objective.

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Vanguard Marketing Corporation, Distributor of the Vanguard Funds. U.S. Patent Nos. 6,879,964; 7,337,138; 7,720,749; 7,925,573; 8,090,646; 8,417,623; and 8,626,636.



## Important information

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**Historic District Commission:** The Historic District Commission shall consist of five members, no more than three of whom shall be registered with the same political party and three alternate members, no more than two of whom shall be registered with the same political party. Terms are five years with a two-term limit. Members are appointed by the Board of Selectmen and subject to RTM approval.

Seat	Name	Position	Party	Term Start	Term End
1	Rosina C. Negron	Clerk	U	11/17	11/22
2	Arthur N. Gravanis		R	11/18	11/23
3	Adam J. Klyver	Chair	R	11/19	11/24
4	Dr. Daryn Reyman-Lock		U	11/20	11/25
5	Christopher Shea	Vice-Chair	R	11/16	11/21
ALT1	James P. Bohan		R	11/18	11/23
ALT2	VACANT			11/19	11/24
ALT3	George E. Clark		R	11/16	11/21

Full		Alternate	
Party	Count	Party	Count
Republicans	3	Republicans	2
Unaffiliated	2	Vacant	1
Total Full	<b>5</b>	Total ALT	<b>3</b>

The Historic District Commission discusses and votes on alterations to properties that are within the town's three historic districts in Greenfield Hill, Southport, and the Old Post Road by downtown Fairfield. The Historic District Commission shall have the powers and duties conferred upon historic district commissions and historic properties commissions generally by Chapter 97a of the General Statutes (C.G.S. § 7-147a et seq.).

Duties include approving nearly any change to a property that is within a historic district if that change is visible from a public street (assuming that natural barriers such as shrubs and trees are not in place, since they can be removed) and studying and making recommendations to the RTM to establish additional historic properties from time to time as it sees fit. Only properties authorized in writing by the owner of record shall be recommended by the commission as designated by the RTM as historic properties.

**From:** [null@town.fairfield.ct.us](mailto:null@town.fairfield.ct.us)  
**To:** Carpenter, Jennifer  
**Subject:** New submission for form: Boards and Commissions Interest Form (ID #7)  
**Date:** Monday, December 2, 2019 9:54:42 AM

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## Boards and Commissions Interest Form

Record #7 submitted from IP address 64.251.58.118 on 12/2/2019 9:55 AM

[View form](#)

<b>ID</b>	7
<b>First Name</b>	Alyssa
<b>Last Name</b>	Stack
<b>Street Address</b>	16 Essex St
<b>Zip Code</b>	06825
<b>Email Address</b>	agoulia@aol.com
<b>Cell Phone</b>	203-249-1119
<b>Home Phone</b>	
<b>Work Phone</b>	
<b>Voter Registration Status</b>	Yes
<b>Political Party Affiliation</b>	Unaffiliated (No party affiliation)
<b>Board or Commission</b>	Historic District Commission
<b>Read the Boards Role</b>	Yes
<b>How You Learned About the Position</b>	Jennifer Maxon Kennelly, a colleague at Greenwich High School, told me about the position and encouraged me to apply.
<b>Who You Have</b>	Other Person(s)

<b>Spoken To</b>	
<b>Explanation of Interest and Contribution</b>	As a social studies teacher at Greenwich High School I am passionate about history. Since I moved to Fairfield six years ago, I have become interested in local history, joining the Fairfield Historical Society and attending lectures and walking tours. I'm interested in giving back to my community, and serving on the Historic District Commission seems like a natural place for me.
<b>Resume or Bio</b>	<u><a href="#">Stack- CV 2019.pdf</a></u>
<b>Additional Comments</b>	

**Manage**



## **Alyssa Goulian Stack**

16 Essex St Fairfield, CT 06825

203-249-1119- cell

agoulian@aol.com

### **EDUCATION**

**Teachers College, Columbia University** New York, NY  
MA, Social Studies, August 1999

**Cornell University** Ithaca, NY  
BA, History, May 1998  
Cum laude in history, Distinction in all subjects

### **CERTIFICATION**

Connecticut Certification in Social Studies, 7-12, expires June 2019  
University of Connecticut Early College Experience Instructor  
TEAM Mentor  
TEAM Review

### **TEACHING EXPERIENCE**

1999-present

**Greenwich High School** Greenwich, CT

- Teach 9-12 grade: AP European History/ History 1400-University of Connecticut, Global Studies, Contemporary America, Modern European History, Sociology, Law in America
- Collaborate with social studies teachers to develop new curriculum for Global Studies, Modern European History and AP European History
- Collaborate and team teach with English partners
- Supervise student teachers and beginning teachers through TEAM program
- Review beginning teachers' TEAM papers
- Coach beginning teachers as social studies department coach

2015- 2018 **Fairfield University**

Fairfield, CT

- Teach ED 401, K-12 Teaching Internship Seminar
- Supervise and support interns in K-12 classrooms
- Share "best practices" of pedagogy and management across levels and disciplines

### **AWARDS**

Summer 2004

Gilder-Lehrman Fellow, Columbia University

Summer 2001

Lillian Butler Davey/ English-Speaking Union Fellow, Oxford University

### **REFERENCES**

References available upon request

# Memorandum

**To:** Representative Town Meeting members  
**From:** Mark S. Barnhart, Director of Community & Economic Development  
**Date:** 12/3/2020  
**Re:** Substantial Amendment to Community Development Block Grant Program

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As an entitlement community, the Town of Fairfield receives funding annually from the U.S. Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG) Program. The Town of Fairfield recently received notice from HUD that it will receive an additional \$297,452 as part of a second round of supplemental funding to enable the Town to “prevent, prepare for and respond to” the coronavirus pandemic (CDBG-CV2) under the provisions of the Coronavirus Aid, Relief and Economic Security (CARES) Act.

To account for these additional funds, the Town is required to prepare a substantial amendment to its previously approved Program Year 45 (FY2019) Annual Action Plan. The substantial amendment and supporting documentation must be submitted to the U.S. Department of Housing & Urban Development (HUD) for its review and approval. Prior to submission, the Town must also provide for public comment on the proposed amendment for a minimum of five (5) calendar days.

As was the case before, most statutory and regulatory provisions that govern the use of CDBG funds still apply. For example, grantees still need to demonstrate to HUD that a project meets a national objective (e.g. benefits persons or areas of low to moderate income) and that it is eligible for funding consideration under the CDBG program. HUD has further advised its grantees that they should be prepared to demonstrate satisfactorily that the activities and programs funded through CDBG-CV directly correlate to the global pandemic and allow the recipient to prevent, prepare for and/or respond to COVID-19 and the public health emergency. Moreover, grantees have been cautioned to adhere to the requirements of the Stafford Act and scrupulously avoid any “duplication of benefits.”

The Town, through its Office of Community & Economic Development, published a notice of funding availability on October 13<sup>th</sup>, and solicited funding proposals from current and past recipients. Attached herewith is a list of those applications received and funds requested, as well as a brief description of each activity. All of the applications received

*December 3, 2020*

and presented herewith meet the criteria for funding consideration and are consistent with the priority needs identified in the Town's Five Year Consolidated Plan.

As is required by HUD and our Citizen Participation Plan, the Town provided notice and conducted a virtual public hearing on the proposed allocations and amendments to our Annual Action Plan, and received no comments regarding the proposed actions.

This item will be considered at the Board of Selectmen meeting of December 7<sup>th</sup>. Assuming favorable action, I would respectfully request your timely and favorable consideration of this item at your December 14<sup>th</sup> meeting so that we might submit to HUD at the earliest possible opportunity. Please do not hesitate to contact me in the event that you have any questions.

Thank you for your consideration.

**PROPOSED USE OF CDBG-CV2 FUNDS**

**Town of Fairfield Department of Human & Social Services** **\$ 20,000**

Funds are being requested to provide limited, one-time emergency assistance with utility costs to support persons or households impacted by the COVID-19 pandemic.

**Operation Hope of Fairfield** **\$ 40,000**

Funds are being requested to provide limited, one-time emergency rental assistance to persons or households facing eviction due to the impact of the global pandemic.

**Operation Hope of Fairfield** **\$ 10,000**

Funds are being requested to purchase needed cleaning supplies, personal protective equipment and custodial/office cleaning for their two facilities due to the impact of the global pandemic.

**Fairfield Museum and History Center** **\$ 15,000**

Funds are being requested to provide online educational resources to support virtual learning through Cultural Connect.

**Fairfield Health Department** **\$ 50,000**

Funds are being requested for two part-time Community Health Workers/Contact Tracers to assist in the Health Department's Response to the coronavirus pandemic.

**LifeBridge Community Services (dba Fairfield Counseling Center)** **\$ 25,000**

Funds are being requested to provide mental health clinicians with reliable, secure agency-managed video technology to be able to provide telehealth services and to meet other costs associated with providing for mental health services to the community during the Covid-19 pandemic.

**Team Woofgang** **\$ 5,000**

Funds are being requested for the purchase of personal protective equipment and other safety modifications needed at their facility including Plexiglas barriers, air purifiers, antibacterial cleaning spray and professional cleaning services.



**Wakeman Boys & Girls Club**

**\$ 40,000**

Funds are being requested for Remote Learning Village Assistants to support children and families in the Fairfield community and provide before and after school activities and care during the pandemic.

**Bridgeport Neighborhood Trust**

**\$ 5,000**

Funds are being requested for equipment for virtual crisis budget counseling/emergency rental assistance to low and moderate income families in Fairfield during the pandemic.

**Fairfield Department of Community & Economic Development**

**\$ 82,452**

Funds are being requested to provide personal protective equipment and direct financial assistance in the form of mini-grants to impacted businesses to assist these businesses to prevent, prepare for and respond to the coronavirus pandemic.

**Town of Fairfield Administration**

**\$ 5,000**

Funds are being requested to cover administrative costs associated with the Department's response to the COVID-19 pandemic, including the cost of producing education and community outreach materials.

## **Information and Justification Regarding the Community Development Block Grant**

1. *BACKGROUND*: HUD designates Fairfield as an entitlement community for its CDBG program. As an entitlement community, the Town receives grant funds in an amount established by HUD for each fiscal year to be used for various HUD eligible activities. This amount represents a supplemental appropriation under the provisions of the Coronavirus Aid, Relief and Economic Security (CARES) Act. The Town must amend its existing Annual Action Plan and/or its Consolidated Plan, as appropriate, to account for these funds and their proposed uses.
2. *PURPOSE AND JUSTIFICATION*: The objective of the CDBG program is to develop viable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income. Supplemental funding provided under the CARES Act is intended to enable recipients "...to prevent, prepare for and respond to..." the coronavirus pandemic.
3. *DETAILED DESCRIPTION OF PROPOSAL*: See attached program description.
4. *RELIABILITY OF ESTIMATED COSTS*: The grant funds are a fixed amount established by HUD.
5. *PAYBACK PERIOD*: Not Applicable
6. *ADDITIONAL LONG RANGE COSTS*: Not Applicable
7. *ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES*: Not Applicable
8. *ALTERNATES TO THIS REQUEST*: Not Applicable
9. *SAFETY AND LOSS CONTROL*: Not Applicable
10. *ENVIRONMENTAL CONSIDERATIONS*: HUD requires that all recipients of CDBG funds follow Federal regulations as contained in 25 CFR Part 58, thereby furthering the purposes of the National Environmental Policy Act of 1969 (NEPA). The Town must complete its environmental review record obligations prior to committing federal resources.
11. *INSURANCE*: Not Applicable
12. *FINANCING*: Not Applicable
13. *OTHER CONSIDERATIONS*: Not Applicable

14. *OTHER APPROVALS:* Public Hearing conducted by Teleconference (November 12, 2020), Board of Selectmen (December 7, 2020), and Representative Town Meeting (December 14, 2020) and 5-Day Public Comment Period prior to submission to HUD.

**A RESOLUTION APPROPRIATING \$1,484,000 FOR ENVIRONMENTAL TESTING AND REMEDIATION COSTS AT VARIOUS LOCATIONS IN THE TOWN OF FAIRFIELD, CONNECTICUT RELATED TO CONTAMINATION AT THE TOWN'S RECLAMATION YARD AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION**

-----

**RESOLVED:**

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the "Town") hereby appropriates the sum of One Million Four Hundred Eighty-Four Thousand and 00/100 Dollars (\$1,484,000) for environmental testing and remediation costs at various locations in the Town related to contamination at and emanating from the Town's Reclamation Yard, which costs include but are not limited to planning, testing, engineering and environmental services, legal costs, temporary and permanent financing costs and other costs related to the Project (the "Project").
2. To finance such appropriation and in lieu of a tax therefor, and as recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed One Million Four Hundred Eighty-Four Thousand and 00/100 Dollars (\$1,484,000) and issue its general obligation bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all

requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectwoman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The First Selectwoman and Treasurer or Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
6. The bonds may be designated "Public Improvement Bonds of the Town of Fairfield", series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issuance or as otherwise provided by statute. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
7. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and

limitations as provided by the Connecticut General Statutes. Notes evidencing such borrowings shall be signed by the First Selectwoman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

8. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
9. The First Selectwoman, Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
10. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States. The First Selectwoman is authorized to negotiate and enter into grant agreements on behalf of the Town to fund the Project and to accept on behalf of the Town any grant to fund the Project. The First Selectwoman and other Town officials are authorized to seek grants and other contributions for the costs of the Project and take all such actions necessary or appropriate to obtain such grants and other contributions including execution and delivery of contracts related to such grants. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and shall reduce the amount of the Bonds that can be issued pursuant to this resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay the principal on the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax exempt status of the Bonds or the Town's receipt of such grant or contribution.



**A RESOLUTION APPROPRIATING \$202,000 FOR COSTS ASSOCIATED WITH AN ENVIRONMENTAL HAZARD INVESTIGATION AND REMEDIATION OF THE TOWN'S WATER POLLUTION CONTROL FACILITY AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION**

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**RESOLVED:**

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the "Town") hereby appropriates the sum of Two Hundred Two Thousand and 00/100 Dollars (\$202,000) for costs associated with an environmental hazard investigation and remediation of the Town's Water Pollution Control Authority facility, which costs include but are not limited to planning, testing, engineering and environmental services, legal costs, temporary and permanent financing costs and other costs related to the Project (the "Project").
2. To finance such appropriation and in lieu of a tax therefor, and as recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed Two Hundred Two Thousand and 00/100 Dollars (\$202,000) and issue its general obligation bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
3. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and



delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectwoman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The First Selectwoman and Treasurer or Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
6. The bonds may be designated "Public Improvement Bonds of the Town of Fairfield", series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issuance or as otherwise provided by statute. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.
7. The Committee is further authorized to make temporary borrowings as authorized by the General Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Connecticut General Statutes. Notes evidencing such

borrowings shall be signed by the First Selectwoman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

8. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
9. The First Selectwoman, Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution.
10. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Connecticut General Statutes and the laws of the United States. The First Selectwoman is authorized to negotiate and enter into grant agreements on behalf of the Town to fund the Project and to accept on behalf of the Town any grant to fund the Project. The First Selectwoman and other Town officials are authorized to seek grants and other contributions for the costs of the Project and take all such actions necessary or appropriate to obtain such grants and other contributions including execution and delivery of contracts related to such grants. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and shall reduce the amount of the Bonds that can be issued pursuant to this resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay the principal on the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax exempt status of the Bonds or the Town's receipt of such grant or contribution.



### Bonding needed for environmental testing and remediation costs

REMEDATION					
	Site Name	Remediation Costs	Consultant Oversight	Total	Description
1	Jennings Beach Parking Lot*	\$225,448.00	\$55,900.00	\$281,348.00	Cost for Remediation and Oversight of Jennings Park Lot Remediation
2	Mckinley School	\$115,781.00	\$33,700.00	\$149,481.00	Cost for Remediation and Oversight of Mckinley School Playground Area
3	Osborn School Parking Area*	\$193,494.00	\$56,700.00	\$250,194.00	Cost for Remediation and Oversight Osborne Hill Parking Area
4	Mill Hill *	\$20,928.00	\$13,500.00	\$34,428.00	Cost for Remediation and Oversight of Mill Hill Walking Ramp
5	Sunset Avenue*	\$10,066.00	\$9,600.00	\$19,666.00	Cost for Remediation and Oversight of Sidewalk Area
6	Old Dam Road (Tennis Facility)*	\$8,857.00	\$18,750.00	\$27,607.00	Cost for Remediation and Oversight of Behind Tennis Facility
7	Southport Beach	\$36,378.75	\$15,500.00	\$51,878.75	Cost for Remediation and Oversight of sidewalk at Southport Beach
INVESTIGATION					
8	Landfill Supplemental Investigation		\$202,851.00	\$202,851.00	Consultant Cost to Finish Landfill Investigation and Develop
9	Penfield Remedial Investigation		\$78,000.00	\$78,000.00	Consultant Cost to Develop Site Wide Work Plan and complete PCB Investigation
10	WPCA Significant Environmental Hazard Investigation		\$202,000.00	\$202,000.00	Consultant Cost to Develop Site Wide Work Plan and complete PCB Investigation
11	Additional Site Investigation for Select Sites		\$71,100.00	\$71,100.00	Consultant Cost to Complete Additional Investigation of Final Fill Material Sites
Total remediation and Consultant Costs				\$1,368,553.75	
10% contingency				\$136,855.38	
Legal fees-DEEP Enforcement				<u>\$180,000.00</u>	
Total Funds Needed				\$1,685,409.13	

\*Since the bid opening in March 2020, the remediation costs for Jennings Beach, Osborn Hill School, Mill Hill School, Sunset Avenue and Old Dam Road have increased based on a per ton cost basis for the disposal of the polluted materials from \$68/ton to \$86/ton. Several of the previous landfill disposal options in Massachusetts are no longer available due to regulatory closure. The Town has worked with the selected contractor to explore every available disposal option in order to minimize costs.



## Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

### BID #2020-65 Soil Remediation Projects

TOWN OF FAIRFIELD  
PURCHASING AUTHORITY  
725 OLD POST ROAD  
INDEPENDENCE HALL  
FAIRFIELD, CT 06824.

Date Submitted 3/11/20 2020

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

[Signature]  
First Selectwoman

[Signature]  
Director of Purchasing

Date 02/20/2020

Bidder:

Cisco LLC  
Doing Business As (Trade Name)  
525 Elm Grasso Blvd  
Address

New Haven CT 06519  
Town, State, Zip

Todd Welden  
(Mr/Ms) Name and Title, Printed

[Signature]  
Signature

203-752-2558  
Telephone Fax

twelden@ciscoenv.com  
E-mail

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00 am, Thursday 5th March, 2020

To provide labor, materials, equipment and all else necessary to perform soil remediation at seven (7) sites within the Town of Fairfield as detailed in the attached specifications.

#### NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2020-65" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

**BID PROPOSAL FORM**  
**Site #1**  
**Jennings Beach Playground**

PROPOSAL TO: Town of Fairfield, Purchasing Department  
 First Floor, Sullivan Independence Hall  
 725 Old Post Road, Fairfield, Connecticut 06824

I, Todd Weldon have received the following contract documents,

1. BID Document #2020-65,
2. Posted addenda (if any) numbered 1 thru 2, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc. to supply and deliver materials as specified:

<b>BASE BID ITEMS (Recreational Direct Exposure Criteria)</b>					
<b>Bid Item No.</b>	<b>DESCRIPTION</b>	<b>Estimated Quantities</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXTENDED TOTAL</b>
<b>1</b>	Mobilization/Demobilization	<b>1</b>	Lump Sum	<b>\$1,950.00</b>	<b>\$1,950.00</b>
<b>2</b>	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	<b>722</b>	Tons	<b>\$68.00</b>	<b>\$49,096.00</b>
<b>3</b>	Backfill and Compaction	<b>722</b>	Tons	<b>\$33.00</b>	<b>\$23,826.00</b>
<b>4</b>	Placement of Topsoil and Seeding	<b>1</b>	Lump Sum	<b>\$5,500.00</b>	<b>\$5,500.00</b>
<b>UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:</b>					<b>\$ 80,372.00</b>
<b>BASE BID ITEMS (Residential Direct Exposure Criteria)</b>					
<b>Bid Item No.</b>	<b>DESCRIPTION</b>	<b>Estimated Quantities</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXTENDED TOTAL</b>
<b>1</b>	Mobilization/Demobilization	<b>1</b>	Lump Sum	<b>\$1,950.00</b>	<b>\$1,950.00</b>
<b>2</b>	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	<b>1792</b>	Tons	<b>\$68.00</b>	<b>\$121,856.00</b>
<b>3</b>	Backfill and Compaction	<b>1792</b>	Tons	<b>\$33.00</b>	<b>\$59,136.00</b>
<b>4</b>	Placement of Topsoil and Seeding	<b>1</b>	Lump Sum	<b>\$10,250.00</b>	<b>\$10,250.00</b>
<b>UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:</b>					<b>\$ 193,192.00</b>

**BID PROPOSAL FORM**  
**Site #2**  
**McKinley Elementary School**

PROPOSAL TO: Town of Fairfield, Purchasing Department  
 First Floor, Sullivan Independence Hall  
 725 Old Post Road, Fairfield, Connecticut 06824

I, Todd Weldon have received the following contract documents,

3. BID Document #2020-65,  
 4. Posted addenda (if any) numbered 1 thru 2, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc. to supply and deliver materials as specified:

<b>BASE BID ITEMS (Recreational Direct Exposure Criteria)</b>					
<b>Bid Item No.</b>	<b>DESCRIPTION</b>	<b>Estimated Quantities</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXTENDED TOTAL</b>
<b>1</b>	Mobilization/Demobilization	<b>1</b>	Lump Sum	<b>\$3,000.00</b>	<b>\$3,000.00</b>
<b>2</b>	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	<b>292</b>	<b>Tons</b>	<b>\$156.50</b>	<b>\$45,698.00</b>
<b>3</b>	Backfill and Compaction	<b>292</b>	<b>Tons</b>	<b>\$33.00</b>	<b>\$9,636.00</b>
<b>4</b>	Placement of Topsoil and Seeding	<b>1</b>	Lump Sum	<b>\$1,643.75</b>	<b>\$1,643.75</b>
<b>UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:</b>					<b>\$ 59,977.00</b>
<b>BASE BID ITEMS (Residential Direct Exposure Criteria)</b>					
<b>Bid Item No.</b>	<b>DESCRIPTION</b>	<b>Estimated Quantities</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXTENDED TOTAL</b>
<b>1</b>	Mobilization/Demobilization	<b>1</b>	Lump Sum	<b>\$3,000.00</b>	<b>\$3,000.00</b>
<b>2</b>	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	<b>578</b>	<b>Tons</b>	<b>\$156.50</b>	<b>\$90,457.00</b>
<b>3</b>	Backfill and Compaction	<b>578</b>	<b>Tons</b>	<b>\$33.00</b>	<b>\$19,074.00</b>
<b>4</b>	Placement of Topsoil and Seeding	<b>1</b>	Lump Sum	<b>\$3,250.00</b>	<b>\$3,250.00</b>
<b>UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:</b>					<b>\$ 115,781.00</b>

**BID PROPOSAL FORM**  
**Site #3**  
**Osborn Hill Elementary School**

PROPOSAL TO: Town of Fairfield, Purchasing Department  
 First Floor, Sullivan Independence Hall  
 725 Old Post Road, Fairfield, Connecticut 06824

I, Todd Weldon have received the following contract documents,

5. BID Document #2020-65,  
 6. Posted addenda (if any) numbered 1 thru 2, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

BASE BID ITEMS (Recreational Direct Exposure Criteria)					
Bid Item No.	DESCRIPTION	Estimated Quantities	UNIT	UNIT COST	EXTENDED TOTAL
1	Mobilization/Demobilization	1	Lump Sum	\$1,950.00	\$1,950.00
2	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	347	Tons	\$68.00	\$23,596.00
3	Backfill and Compaction	347	Tons	\$33.00	\$11,451.00
4	Placement of Topsoil and Seeding	1	Lump Sum	\$3,000.00	\$3,000.00
UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:					\$ 39,997.00
BASE BID ITEMS (Residential Direct Exposure Criteria)					
Bid Item No.	DESCRIPTION	Estimated Quantities	UNIT	UNIT COST	EXTENDED TOTAL
1	Mobilization/Demobilization	1	Lump Sum	\$1,950.00	\$1,950.00
2	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	1501	Tons	\$68.00	\$102,068.00
3	Backfill and Compaction	1501	Tons	\$33.00	\$49,533.00
4	Placement of Topsoil and Seeding	1	Lump Sum	\$12,925.00	\$12,925.00
UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:					\$ 166,476.00



**BID PROPOSAL FORM**  
**Site #4**  
**Mill Hill Elementary School**

PROPOSAL TO: Town of Fairfield, Purchasing Department  
 First Floor, Sullivan Independence Hall  
 725 Old Post Road, Fairfield, Connecticut 06824

I, Todd Weldon have received the following contract documents,

7. BID Document #2020-65;  
 8. Posted addenda (if any) numbered 1 thru 2, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc. to supply and deliver materials as specified:

BASE BID ITEMS (Recreational Direct Exposure Criteria)					
Bid Item No.	DESCRIPTION	Estimated Quantities	UNIT	UNIT COST	EXTENDED TOTAL
1	Mobilization/Demobilization	1	Lump Sum	\$1,950.00	\$1,950.00
2	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	100	Tons	\$68.00	\$6,800.00
3	Backfill and Compaction	100	Tons	\$33.00	\$3,300.00
4	Placement of Topsoil and Seeding	1	Lump Sum	\$900.00	\$900.00
UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:					\$ 12,950.00
BASE BID ITEMS (Residential Direct Exposure Criteria)					
Bid Item No.	DESCRIPTION	Estimated Quantities	UNIT	UNIT COST	EXTENDED TOTAL
1	Mobilization/Demobilization	1	Lump Sum	\$1,950.00	\$1,950.00
2	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	178	Tons	\$68.00	\$12,104.00
3	Backfill and Compaction	178	Tons	\$33.00	\$5,874.00
4	Placement of Topsoil and Seeding	1	Lump Sum	\$1,000.00	\$1,000.00
UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:					\$ 20,928.00

**BID PROPOSAL FORM**

Site #5  
Sunset Avenue

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, Todd Weldon have received the following contract documents,

9. BID Document #2020-65,

10. Posted addenda (if any) numbered 1 thru 2, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc. to supply and deliver materials as specified:

BASE BID ITEMS (Recreational Direct Exposure Criteria)					
Bid Item No.	DESCRIPTION	Estimated Quantities	UNIT	UNIT COST	EXTENDED TOTAL
1	Mobilization/Demobilization	1	Lump Sum	\$1,950.00	\$1,950.00
2	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	64	Tons	\$68.00	\$4,352.00
3	Backfill and Compaction	64	Tons	\$33.00	\$2,112.00
4	Placement of Topsoil and Seeding	1	Lump Sum	\$500.00	\$500.00
UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:					\$ 8,914.00
BASE BID ITEMS (Residential Direct Exposure Criteria)					
Bid Item No.	DESCRIPTION	Estimated Quantities	UNIT	UNIT COST	EXTENDED TOTAL
1	Mobilization/Demobilization	1	Lump Sum	\$1,950.00	\$1,950.00
2	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	64	Tons	\$68.00	\$4,352.00
3	Backfill and Compaction	64	Tons	\$33.00	\$2,112.00
4	Placement of Topsoil and Seeding	1	Lump Sum	\$500.00	\$500.00
UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:					\$ 8,914.00

**BID PROPOSAL FORM**  
**Site #6**  
**Old Dam Road Tennis Facility**

PROPOSAL TO: Town of Fairfield, Purchasing Department  
 First Floor, Sullivan Independence Hall  
 725 Old Post Road, Fairfield, Connecticut 06824

I, Todd Weldon have received the following contract documents,

11. BID Document #2020-65,  
 12. Posted addenda (if any) numbered 1 thru 2, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

<b>BASE BID ITEMS (Recreational Direct Exposure Criteria)</b>					
<b>Bid Item No.</b>	<b>DESCRIPTION</b>	<b>Estimated Quantities</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXTENDED TOTAL</b>
<b>1</b>	Mobilization/Demobilization	<b>1</b>	Lump Sum	<b>\$1,950.00</b>	<b>\$1,950.00</b>
<b>2</b>	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	<b>53</b>	<b>Tons</b>	<b>\$68.00</b>	<b>\$3,604.00</b>
<b>3</b>	Backfill and Compaction	<b>53</b>	<b>Tons</b>	<b>\$33.00</b>	<b>\$1,749.00</b>
<b>4</b>	Placement of Topsoil and Seeding	<b>1</b>	Lump Sum	<b>\$600.00</b>	<b>\$600.00</b>
<b>UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:</b>					<b>\$ 7,903.00</b>
<b>BASE BID ITEMS (Residential Direct Exposure Criteria)</b>					
<b>Bid Item No.</b>	<b>DESCRIPTION</b>	<b>Estimated Quantities</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>EXTENDED TOTAL</b>
<b>1</b>	Mobilization/Demobilization	<b>1</b>	Lump Sum	<b>\$1,950.00</b>	<b>\$1,950.00</b>
<b>2</b>	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	<b>53</b>	<b>Tons</b>	<b>\$68.00</b>	<b>\$3,604.00</b>
<b>3</b>	Backfill and Compaction	<b>53</b>	<b>Tons</b>	<b>\$33.00</b>	<b>\$1,749.00</b>
<b>4</b>	Placement of Topsoil and Seeding	<b>1</b>	Lump Sum	<b>\$600.00</b>	<b>\$600.00</b>
<b>UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:</b>					<b>\$ 7,903.00</b>

**BID PROPOSAL FORM****Site #7****Southport Beach**

PROPOSAL TO: Town of Fairfield, Purchasing Department  
First Floor, Sullivan Independence Hall  
725 Old Post Road, Fairfield, Connecticut 06824

I, Todd Weldon have received the following contract documents,

13. BID Document #2020-65,

14. Posted addenda (if any) numbered 1 thru 1, posted at [www.fairfieldct.org/purchasing.htm](http://www.fairfieldct.org/purchasing.htm)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc. to supply and deliver materials as specified:

BASE BID ITEMS (Recreational Direct Exposure Criteria)					
Bid Item No.	DESCRIPTION	Estimated Quantities	UNIT	UNIT COST	EXTENDED TOTAL
1	Mobilization/Demobilization	1	Lump Sum	\$3,000.00	\$3,000.00
2	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	169	Tons	\$157.00	\$26,533.00
3	Backfill and Compaction	169	Tons	\$33.00	\$5,577.00
4	Placement of Topsoil and Seeding	1	Lump Sum	1,268.75	1,268.75
UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:					\$ 36,378.75
BASE BID ITEMS (Residential Direct Exposure Criteria)					
Bid Item No.	DESCRIPTION	Estimated Quantities	UNIT	UNIT COST	EXTENDED TOTAL
1	Mobilization/Demobilization	1	Lump Sum	\$3,000.00	\$3,000.00
2	Loading, Transport & Disposal of Contaminated Soil/Fill to Treatment/Disposal Facility	169	Tons	\$157.00	\$26,533.00
3	Backfill and Compaction	169	Tons	\$33.00	\$5,577.00
4	Placement of Topsoil and Seeding	1	Lump Sum	1,268.75	1,268.75
UNOFFICIAL TOTAL, BASE BID ITEMS 1 THROUGH 4:					\$ 36,378.75

## BID BOND

## Aegis Security Insurance Company

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**CONTRACTOR:**

(Name, legal status and address)

**Cisco, LLC**  
**525 Ella Grasso Boulevard, Suite C**  
**New Haven, CT 06519**

**OWNER:**

(Name, legal status and address)

**Town of Fairfield**  
**725 Old Post Road**  
**Fairfield, CT 06824**

**BOND AMOUNT:**

**Five Percent (5%) of Total Amount Bid**

**SURETY:**

(Name, legal status and principal place of business)

**Aegis Security Insurance Company**  
**4507 N. Front Street, Suite 200**  
**Harrisburg, PA 17110**

**PROJECT:**

(Name, location or address, and Project number, if any)

**Soil Remediation Projects, Bid #2020-65**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

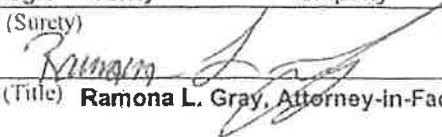
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of March 2020

  
(Witness)

  
(Witness)

Cisco, LLC   
(Principal) (Seal)  
Member  
(Title)

Aegis Security Insurance Company  
(Surety) (Seal)  
  
(Title) Ramona L. Gray, Attorney-in-Fact

## REFERENCES

Provide reference details of most recent similar scope projects performed.

### REFERENCE #1:

Name of Company City of Shelton Phone 203-924-2521  
Contact Person Paul Grimmer Cell \_\_\_\_\_  
Company Address 54 Hill Street Email p.grimmer@sheltonedc.com  
Project, Location, & Date Completed Former Chromium Process Building

### REFERENCE #2:

Name of Company TRC Phone 860-298-6305  
Contact Person Liam Bane Cell \_\_\_\_\_  
Company Address 21 Griffin Road North, Windsor CT Email lbane@trccompanies.com  
Project, Location, & Date Completed multiple

### REFERENCE #3:

Name of Company HRP Phone 800-246-9021  
Contact Person Jason Beach Cell \_\_\_\_\_  
Company Address 197 Scott Swamp Road, Farmington, CT Email jason.beach@hrpassociates.com  
Project, Location, & Date Completed various

### REFERENCE #4:

Name of Company TRC Phone 860-298-6305  
Contact Person Brent Gilpin Cell \_\_\_\_\_  
Company Address 21 Griffin Road North, Windsor, CT Email bgilpin@trccompanies.com  
Project, Location, & Date Completed various

### REFERENCE #5:

Name of Company Triton Environmental Phone 203-458-7200  
Contact Person David Vasiliou Cell \_\_\_\_\_  
Company Address 385 Church Street, Guilford, CT Email dvasiliou@tritonenvironmental.com  
Project, Location, & Date Completed Multiple

THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED  
POWER CERTIFICATE NO. CT 213

AEGIS SECURITY INSURANCE COMPANY  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: RAMONA L. GRAY, KENNETH P. MOROTTO, JR., KENNETH J. COCO, ELLEN C. COCO

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **\$5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4<sup>th</sup> day of February, 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 23<sup>rd</sup> day of October, 2019.

AEGIS SECURITY INSURANCE COMPANY

By:

*W. J. Wollyung, III*

W. J. WOLLYUNG, III  
President



Commonwealth of Pennsylvania

County of Dauphin

s.s.: Harrisburg

On this 23<sup>rd</sup> day of October, 2019, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

*Jeanne LP Tennis*

JEANNE LP TENNIS  
Notary Public  
My Commission Expires June 16, 2021



I, the undersigned, Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 1<sup>st</sup> day of March, 2020

*Rebecca J. Liddick*

REBECCA J. LIDDICK  
Secretary







## Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

(203) 256-3060  
FAX (203) 256-3080

### ADDENDUM #2 Bid #2020-65 Soil Remediation Projects

3<sup>rd</sup> March, 2020 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

#### New Information:

1. The due date for bid submissions has been extended from 11:00 am, Thursday, March 5<sup>th</sup>, 2020 to 11:00 am, Wednesday, March 11<sup>th</sup>, 2020.

#### Response to Questions:

1. Please provide a revised or additional Bid Form to include pricing for items that are required per site basis if projects are awarded as one whole project or separated into multiple projects based on costs (e.g., HASP, Respiratory Protection Program, Lead Exposure Pan, etc.).

*Response: Pricing for these items should be absorbed and included in your bid submission pricing.*

End of Addendum #2

Company: Disco LLC Name: Todd Welden Signature: [Signature] Date: 3/9/20

**ADDENDUM #1**  
**Bid #2020-65**  
**Soil Remediation Projects**  
*(page 3 of 3)*

- 18. For the work that takes place at schools, what are the restrictions/if any on work scheduling?**

*Response: No work can take place during school hours. Refer to the New Information Section of this Addendum for school dismissal times.*


- 19. As discussed at the pre-bid meeting on February 25, 2020, please confirm this project is not held to the Commission on Human Rights and Opportunities (CHRO) Contract Compliance Regulations, a CHRO approved Affirmative Action Plan will not be required following award, and that MBE/SBE Set-Aside Goals do not apply.**

*Response: You are correct, this project is not held to the Commission on Human Rights and Opportunities (CHRO) Contract Compliance Regulations and a CHRO approved Affirmative Action Plan will not be required following the award. No, there are no MBE/SBE set-aside goal requirements for these projects.*

- 20. We kindly request a bid due date extension to March 12, 2020 to be able to review the pending Owner/Engineer's responses to the requests for clarification, provide a fair assessment of the project specifications and drawings, and preset a competitive response.**

*Response: The Town does not anticipate a bid due date extension at this time.*

**End of Addendum #1**

Company: Cisco LLC Name: Todd Welden Signature:  Date: 3/9/20

F-0439  
April 7, 2020

Brian Carey  
Conservation Director  
Fairfield Conservation Department  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services  
Jennings Beach Park  
Remediation Observation**

Dear Mr. Carey:

Thank you for the opportunity to submit this proposal to the Town of Fairfield for environmental consulting services related to Jennings Beach Park. The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for remediation observation, dust and air monitoring, collection of post-excavation soil samples, and reporting.

## **Background**

Tighe & Bond was contacted by the Town of Fairfield regarding the potential use of impacted fill material at Jennings Beach Park. The fill may have originated from a former demolition materials processing facility located at the closed Town landfill. Some of the fill material was previously tested at the former facility and was found to contain PCBs, lead, and asbestos.

Tighe & Bond conducted investigations in August, September, October, and December 2019 consisting of the installation of approximately five hand test pits. Tighe & Bond also observed the characteristic of soil during sampling for presence of fill materials and asbestos containing materials. In August and September, 22 soil samples were collected for the analysis of arsenic, lead, Extractable Total Petroleum Hydrocarbons (ETPH), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and/or asbestos in building materials and soil. After it was determined that PAHs and arsenic were identified above the Res DEC and GB PMC, an additional 72 samples were collected for the analysis of PAHs and/or arsenic to delineate the extent of impacts. Using SPLP analysis on select samples with high concentrations of PAHs it was determined that the PAHs complied with the GB PMC. Tighe & Bond is currently preparing a Remedial Action Plan with Technical Specifications.

## **Scope of Services**

We have developed the following anticipated Scope of Services for this project based on our discussions and understanding of the Town's objectives:

### **Task 1 – Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling**

Tighe & Bond will provide on-site remediation observation services and evaluate the Contractor's conformance with Contract Documents. Based on discussions with the

Contractor (Cisco), we have assumed 13 days of observation services, which will include the following:

1. Provide technical assistance to the Town relative to the remediation and restoration work, including review of submittals to evaluate conformance with the requirements of the Contract Documents.
2. Participate in communications between the Town and the Contractor to assist in clarifying technical issues related to the work.
3. Impacted soil and fill will be removed to the limits identified in the Contract Documents and based on visual observations of fill in the field. Upon completion of soil and fill removal, post-excavation soil samples will be collected from the sidewalls and bottom of the excavations on a 20-ft interval from the base and sidewalls of the excavation for the analysis of arsenic and PAHs. A total of 200 samples will be collected including 5% duplicates in soil on a 24-hour turn-around-time. Removal of asbestos containing material will be based on visual observations.
4. Tighe & Bond will conduct daily total particulate (dust) air monitoring using real time monitors at two locations up and down wind of the work area to document the Contractor's use of appropriate dust controls and their effectiveness. This will be accomplished using two monitoring units, conduct real-time monitoring of dust levels during soil remediation using TSI DUSTTRAK 8530 air monitoring instruments and Netronix Thiamis 1000 telemetry units (or equivalent) to determine if levels are below those specified in the Project Specifications. Each monitor will be equipped with a wireless telemetry system capable of sending alerts to the project monitor's cellular telephone using a web-based application should the Action Level be exceeded. Field observation time will include on-site time to set up, take down, and download data from the monitors. Set up will take place prior to the start of active soil excavation / asphalt removal each day. Monitors will be taken down and data downloaded at the end of each day after work is stopped. If the downwind airborne particulate levels exceed those allowable as per the Contract Documents or if airborne dust is observed leaving the work area, then additional dust suppression techniques must be employed by the Contractor. If, after implementation of dust suppression techniques, downwind particulate levels are still above levels specified in the Contract Documents, work must be stopped, and a re-evaluation of activities initiated by the Contractor.

## **Task 2 – Remedial Action Report**

At the completion of field activities, Tighe & Bond will prepare a Remedial Action Report (RAR) to document cleanup efforts. Tighe & Bond will follow up with the Contractor for missing or incomplete documentation and match quantities of unit priced wastes hauled from the site with that received at the landfill. The report will include records required to be kept by the Town documenting the proper removal and disposal of wastes during the remediation project. The report will also include a summary and discussion of the dust monitoring and air sampling data.

## **Fee**

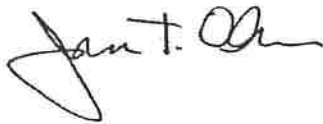
Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$55,900. A detailed breakdown of this fee is provided in Table 1. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the enclosed rates schedule. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

**ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

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Authorized Representative

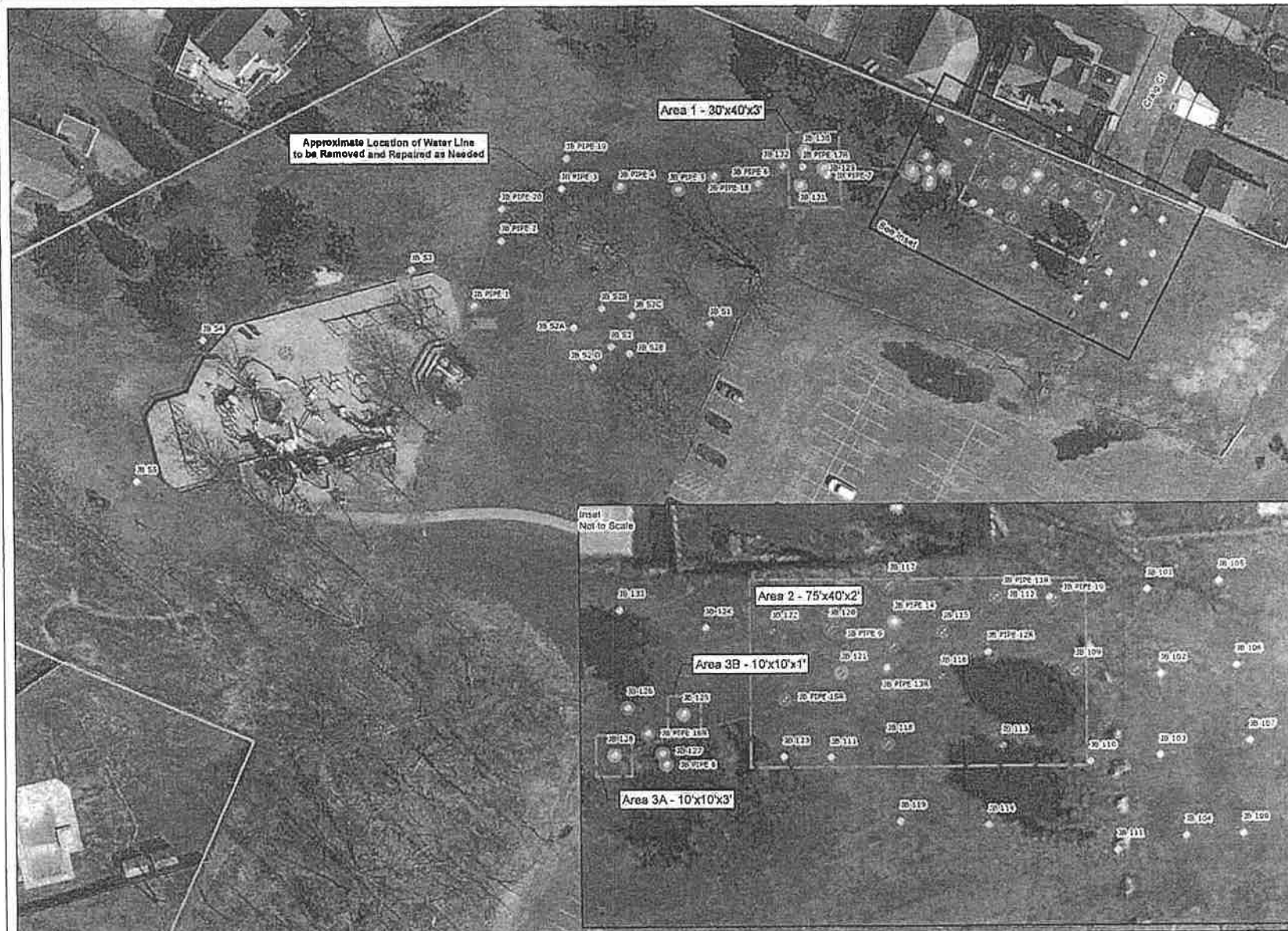
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Date

Enclosures: Table 1 – Cost Breakdown  
2020 Rate Schedule  
Terms & Conditions

**Table 1**  
**Estimated Level of Effort Breakdown**  
**Jennings Beach - Remediation Observation**  
**Fairfield, CT**

Task	Hourly Rate	Manhours							Total Hours	Cost
		Project Director	Project Env. Scientist 2	Project Env. Scientist 1	Senior Environmental Scientist 2	Compliance Specialist 2	Staff Engineer 1	Admin		
		\$225	\$125	\$115	\$140	\$95	\$100	\$80		
<b>Task 1 - Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling</b>										
1.1 Remediation Observation, Post-Excavation Sampling, Data Management		10	180						190	\$24,750
1.2 Project Management, Communications, Meetings, Planning		12	10	2			2		26	\$4,355
									0	\$0
<b>Total Hours</b>		22	190	2	0	0	2	0	216	<b>\$29,105</b>
<b>Expenses</b>										
Laboratory 24-HR TAT (200 samples*)										\$15,000
Equipment & Mileage										\$4,000
<b>Task 1 Subtotal =</b>										<b>\$48,105</b>
<b>Task 2 - Remedial Action Report</b>										
2.1 Report Preparation		8	30	10	0		9	2	59	\$7,760
										\$0
<b>Task 2 Subtotal =</b>		8	30	10	0	0	9	2	59	<b>\$7,760</b>
<b>Total Project Cost</b>										<b>\$55,865</b>
<b>Total Hours</b>		30	220	12	0	0	11	2	275	

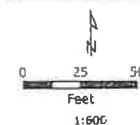


# **R-100 REC SOIL EXCAVATION LIMITS**

## **LEGEND**

- Bulk Sample
- Arsenic < 10 mg/Kg
- Arsenic > 10 mg/Kg < 15 mg/Kg
- Arsenic > 15 mg/Kg
- PAH: Recreational DEC Exceedance
- PAH: RES DEC Exceedance
- - - Approximate Water Line
- Approximate Excavation
- Approximate Site Parcel
- Approximate Parcel Boundary

## **LOCUS MAP**



## **NOTES**

1. Based on 2016 Statewide Orthophotography, Courtesy of CTCEP

Jennings Beach  
880 South Benson Road  
Fairfield, Connecticut

February 2020

**Tighe & Bond**  
Engineers | Environmental Specialists

F-0439  
April 7, 2020

Brian Carey  
Conservation Director  
Fairfield Conservation Department  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services  
McKinley Elementary School  
Remediation Observation**

Dear Mr. Carey:

Thank you for the opportunity to submit this proposal to the Town of Fairfield for environmental consulting services related to McKinley Elementary School. The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for remediation observation, dust and air monitoring, collection of post-excavation soil samples, and reporting.

## **Background**

Tighe & Bond was contacted by the Town of Fairfield regarding the potential use of impacted fill material at McKinley Elementary School. The fill may have originated from a former demolition materials processing facility located at the closed Town landfill. Some of the fill material was previously tested at the former facility and was found to contain PCBs, lead, and asbestos.

Tighe & Bond subsequently conducted an investigation at the School which consisted of the completion of approximately 20 hand test pits. During the investigations, approximately 20 samples were collected for the analysis of PCBs, lead, asbestos in soil, polycyclic aromatic hydrocarbons (PAHs) and/or asbestos in building materials. Results of the analyses did not indicate the presence of PCBs or asbestos in soil. PAHs and arsenic were detected at concentrations exceeding the Residential Direct Exposure Criteria (RES DEC). Asbestos in building materials was detected in three samples. Tighe & Bond is currently preparing a Remedial Action Plan with Technical Specifications.

## **Scope of Services**

We have developed the following anticipated Scope of Services for this project based on our discussions and understanding of the Town's objectives:

### **Task 1 – Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling**

Tighe & Bond will provide on-site remediation observation services evaluate the Contractor's conformance with Contract Documents. Based on discussions with the Contractor (Cisco), we have assumed 6 days of observation services, which will include the following:



1. Provide technical assistance to the Town relative to the remediation and restoration work, including review of submittals to evaluate conformance with the requirements of the Contract Documents.
2. Participate in communications between the Town and the Contractor to assist in clarifying technical issues related to the work.
3. Impacted soil and fill will be removed to the limits identified in the Contract Documents and based on visual observations of fill in the field. Upon completion of soil and fill removal, post-excavation soil samples will be collected from the sidewalls and bottom of the excavations on a 20-ft interval from the base and sidewalls of the excavation for the analysis of arsenic and PAHs. A total of 65 samples will be collected including 5% duplicates in soil on a 24-hour turn-around-time. Removal of asbestos containing material will be based on visual observations.
4. Tighe & Bond will conduct daily total particulate (dust) air monitoring using real time monitors at two locations up and down wind of the work area to document the Contractor's use of appropriate dust controls and their effectiveness. This will be accomplished using two monitoring units, conduct real-time monitoring of dust levels during soil remediation using TSI DUSTTRAK 8530 air monitoring instruments and Netronix Thiamis 1000 telemetry units (or equivalent) to determine if levels are below those specified in the Project Specifications. Each monitor will be equipped with a wireless telemetry system capable of sending alerts to the project monitor's cellular telephone using a web-based application should the Action Level be exceeded. Field observation time will include on-site time to set up, take down, and download data from the monitors. Set up will take place prior to the start of active soil excavation / asphalt removal each day. Monitors will be taken down and data downloaded at the end of each day after work is stopped. If the downwind airborne particulate levels exceed those allowable as per the Contract Documents or if airborne dust is observed leaving the work area, then additional dust suppression techniques must be employed by the Contractor. If, after implementation of dust suppression techniques, downwind particulate levels are still above levels specified in the Contract Documents, work must be stopped, and a re-evaluation of activities initiated by the Contractor.
5. A State of Connecticut licensed Asbestos Project Monitor (APM) will perform full time air monitoring at the excavation area as requested by the CT Department of Health (DPH). The APM will perform pre-commencement visual inspections of each work area to evaluate if the work area preparation is performed in accordance with applicable regulations, variances and the technical specifications. Progress inspections will be performed within the work areas to evaluate the Contractor's compliance with applicable regulations and the Contract Documents. The APM will maintain daily log notes, work area check lists, containment inspection logs, and waste loadout logs. Final visual inspections will be completed following the completion of final cleaning to evaluate if the work area meets the "no visible residue" criteria. Asbestos final air clearance samples will be analyzed by Phase Contrast Microscopy (PCM). Tighe & Bond is an accredited American Industrial Hygiene Association (AIHA) member and a State of Connecticut Department of Public Health (CTDPH) approved lab. The APM will analyze the PCM background and PCM final air clearance samples onsite.

## **Task 2 – Remedial Action Report**

At the completion of field activities, Tighe & Bond will prepare a Remedial Action Report (RAR) to document cleanup efforts. Tighe & Bond will follow up with the Contractor for missing or incomplete documentation and match quantities of unit priced wastes hauled from the site with that received at the landfill. The report will include records required to be kept by the Town documenting the proper removal and disposal of wastes during the

remediation project. The report will also include a summary and discussion of the dust monitoring and air sampling data.

## **Fee**

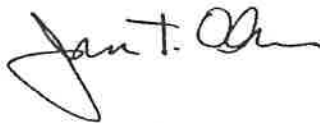
Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$33,700. A detailed breakdown of this fee is provided in Table 1. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the enclosed rates schedule. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

## **ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Enclosures: Table 1 – Cost Breakdown  
2020 Rate Schedule  
Terms & Conditions

Table 1  
Estimated Level of Effort Breakdown  
McKinley - Remediation Observation  
Fairfield, CT

Task	Hourly Rate	Manhours							Total Hours	Cost
		Project Director	Project Env. Scientist 2	Project Env. Scientist 1	Senior Environmental Scientist 2	Compliance Specialist 2	Staff Engineer 1	Admin		
Task 1 - Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling										
1.1 Remediation Observation, Post-Excavation Sampling , Data Management			17			75			92	\$9,250
1.2 Project Management, Communications, Meetings, Planning		10	10	2			2		24	\$3,905
									0	\$0
	Total Hours	10	27	2	0	75	2	0	116	\$13,155
Expenses										
	Laboratory 24-HR TAT (65 samples*)									\$11,500
	Equipment & Mileage									\$3,500
	Task 1 Subtotal =									\$28,155
Task 2 - Remedial Action Report										
2.1 Report Preparation		6	30		0		4	1	41	\$5,555
										\$0
	Task 2 Subtotal =	6	30	0	0	0	4	1	41	\$5,555
	Total Project Cost									\$33,710
Total Hours		16	57	2	0	75	6	1	157	

F-0439  
April 7, 2020

Brian Carey  
Conservation Director  
Fairfield Conservation Department  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services  
Osborne Hill School  
Remediation Observation**

Dear Mr. Carey:

Thank you for the opportunity to submit this proposal to the Town of Fairfield for environmental consulting services related to Osborne Hill School. The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for remediation observation, dust and air monitoring, collection of post-excavation soil samples, and reporting during remediation. Tighe & Bond previously provided environmental services for the abatement of a Significant Environmental Hazard (SEH) condition. The Scope of Services herein is for the remaining cleanup at the parking lot area.

## Background

Tighe & Bond was contacted by the Town of Fairfield regarding the potential use of impacted fill material at Osborne Hill School. The fill may have originated from a former aggregate reclamation facility located at the closed Town landfill.

Tighe & Bond subsequently conducted investigation and delineation at the School parking lot which consisted of the completion of approximately 43 hand test pits. During the investigations, 69 samples were analyzed for select constituents of concern (COCs) including but not limited to poly-chlorinated biphenyls (PCBs), lead, arsenic, polycyclic aromatic hydrocarbons (PAHs), extractable total petroleum hydrocarbons (ETPH), pesticides and/or asbestos in building materials. Results of the analyses did not indicate the presence of PCBs or asbestos. PAHs were detected concentrations in excess of the Residential Direct Exposure Criteria (RES DEC) at multiple locations and SEH notification threshold at two locations (OH-204 and OH-209).

## Scope of Services

We have developed the following anticipated Scope of Services for this project based on our discussions and understanding of the Town's objectives:

### **Task 1 – Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling**

Tighe & Bond will provide on-site remediation observation services and evaluate the Contractor's conformance with Contract Documents. Based on discussions with the Contractor (Cisco), we have assumed 12 days of observation services which will include the following:

1. Provide technical assistance to the Town relative to the remediation and restoration work, including review of submittals to evaluate conformance with the requirements of the Contract Documents.
2. Participate in communications between the Town and the Contractor to assist in clarifying technical issues related to the work.
3. Impacted soil and fill will be removed to the limits identified in the Contract Documents and based on visual observations of fill in the field. Upon completion of soil and fill removal, post-excavation soil samples will be collected from the sidewalls and bottom of the excavations as needed. Up to 150 samples will be collected for analysis of PAHs on a 24-hour turn-around-time.
4. Tighe & Bond will conduct daily total particulate (dust) air monitoring using real time monitors at two locations up and down wind of the work area to document the Contractor's use of appropriate dust controls and their effectiveness. This will be accomplished using two monitoring units, conduct real-time monitoring of dust levels during soil remediation using TSI DUSTTRAK 8530 air monitoring instruments and Netronix Thiamis 1000 telemetry units (or equivalent) to determine if levels are below those specified for the project. Each monitor will be equipped with a wireless telemetry system capable of sending alerts to the project monitor's cellular telephone using a web-based application should the Action Level be exceeded. Field observation time will include on-site time to set up, take down, and download data from the monitors. Set up will take place prior to the start of active soil excavation. Monitors will be taken down and data downloaded at the end of each day after work is stopped. If the downwind airborne particulate levels exceed those allowable as per the Contract Documents or if airborne dust is observed leaving the work area, then additional dust suppression techniques must be employed by the Contractor. If, after implementation of dust suppression techniques, downwind particulate levels are still above levels specified in the Contract Documents, work must be stopped, and a re-evaluation of activities initiated by the Contractor.

## **Task 2 – Remedial Action Report**

At the completion of field activities, Tighe & Bond will prepare a Remedial Action Report (RAR) to document cleanup efforts. Tighe & Bond will follow up with the Contractor for missing or incomplete documentation and match quantities of unit priced wastes hauled from the site with that received at the landfill. The report will include records required to be kept by the Town documenting the proper removal and disposal of wastes during the remediation project. The report will also include a summary and discussion of the dust monitoring and air sampling data.

## **Fee**

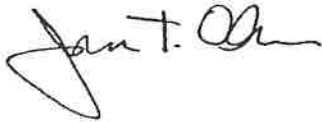
Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$56,700. A detailed breakdown of this fee is provided in Table 1. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the enclosed rates schedule. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

**ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

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Authorized Representative

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Date

Enclosures: Table 1 – Cost Breakdown  
2020 Rate Schedule  
Terms & Conditions

Table 1  
Estimated Level of Effort Breakdown  
Osborn Hill - Remediation Observation  
Fairfield, CT

Task	Hourly Rate	Manhours						Total Hours	Cost
		Project Director	Project Env. Scientist 2	Project Env. Scientist 1	Senior Environmental Scientist 2	Compliance Specialist 2	Staff Engineer 1	Admin	
		\$225	\$125	\$115	\$155	\$95	\$100	\$80	
<b>Task 1 - SEH Remediation Observation, Air/Dust Monitoring, and Post-Excavation</b>									
<b>Soil Sampling</b>									
1.1 Remediation Observation, Post-Excavation Sampling, Data Management			150					150	\$18,750
1.2 Project Management, Communications, Meetings, Planning	10		10	2			2	24	\$3,905
								0	\$0
<b>Total Hours</b>		10	160	2	0	0	2	0	\$22,655
<b>Expenses</b>									
Laboratory 24-HR TAT (200 samples*)									\$25,000
Equipment & Mileage									\$3,000
<b>Task 1 Subtotal =</b>									<b>\$50,655</b>
<b>Task 2 - Remedial Action Report</b>									
2.1 Report Preparation		8	30		0		4	1	\$6,005
									\$0
<b>Task 2 Subtotal =</b>		8	30	0	0	0	4	1	<b>\$6,005</b>
<b>Total Project Cost</b>									<b>\$56,660</b>
<b>Total Hours</b>		18	190	2	0	0	6	1	217



R-100 REC  
SOIL REMEDIATION  
LIMITS

LEGEND

- LEGEND**
- Approximate Sample Location
  - PAH: Recreational DEC Experience
  - PAH: RES DEC Experience
  - PAH: GA PMG Experience
  - Approximate Excavation Area
  - Approximate Site Parcel
  - Approximate Parcel Boundary

## LOCUS MAP



## NOTES

1. *Journal of the American Statistical Association*  
*Official Journal of the American Statistical Association*

Osborn Hill  
Elementary School  
Parking Lot  
760 Stillson Road  
Fairfield, Connecticut

February 2020








**Tighe & Bond**  
Engineering, Environmental Sciences



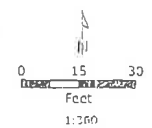


# R-100 RES SOIL REMEDIATION LIMITS

### LEGEND

-  Approximate Sample Location
-  PAM Retrospective OES Expenditure
-  PAM RES OES Expenditure
-  PAM CAPAC Expenditure
-  Approximate Expenditure Area
-  Approximate Site Perimeter
-  Approximate Parcel Boundary

## LOCUS MAP



## NOTES

- [illegible]

Osborn Hill  
Elementary School  
Parking Lot  
760 Stillson Road  
Fairfield, Connecticut

February 2020

**Tighe & Bond**  
Engineers & Environmental Specialists

#4

F-0439  
April 8, 200

Brian Carey  
Conservation Director  
Fairfield Conservation Department  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services**  
**Mill Hill School**  
**Significant Environmental Hazard Abatement and Remediation Observation**

Dear Mr. Carey:

Thank you for the opportunity to submit this proposal to the Town of Fairfield for environmental consulting services related to Mill Hill School. The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for remediation observation, dust and air monitoring, collection of post-excavation soil samples, and reporting during remediation and abatement of a significant environmental hazard (SEH) condition.

## **Background**

Tighe & Bond was contacted by the Town of Fairfield regarding the potential use of impacted fill material at Mill Hill School. The fill may have originated from a former aggregate reclamation facility located at the closed Town landfill.

Tighe & Bond subsequently conducted investigation and delineation at the School which consisted of the completion of approximately 20 hand test pits. During the investigations, 24 samples were analyzed for select constituents of concern (COCs) including but not limited to poly-chlorinated biphenyls (PCBs), lead, arsenic, polycyclic aromatic hydrocarbons (PAHs), extractable total petroleum hydrocarbons (ETPH), pesticides and/or asbestos in building materials. Results of the analyses did not indicate the presence of PCBs or asbestos. PAHs were detected at concentrations exceeding the Residential Direct Exposure Criteria and in excess of the SEH notification threshold. Tighe & Bond is currently preparing a Remedial Action Plan with Technical Specifications.

## **Scope of Services**

We have developed the following anticipated Scope of Services for this project based on our discussions and understanding of the Town's objectives:

### **Task 1 – Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling**

Tighe & Bond will provide on-site remediation observation services and evaluate the Contractor's conformance with Contract Documents. Based on discussions with the Contractor (Cisco), we have assumed 2 days of observation services which will include the following:

1. Provide technical assistance to the Town relative to the remediation and restoration work, including review of submittals to evaluate conformance with the requirements of the Contract Documents.
2. Participate in communications between the Town and the Contractor to assist in clarifying technical issues related to the work.
3. Impacted soil and fill will be removed to the limits identified in the Contract Documents and based on visual observations of fill in the field. Upon completion of soil and fill removal, post-excavation soil samples will be collected from the sidewalls and bottom of the excavations as needed. Up to 30 samples will be collected for analysis of PAHs on a 24-hour turn-around-time.
4. Tighe & Bond will conduct daily total particulate (dust) air monitoring using real time monitors at two locations up and down wind of the work area to document the Remediation Contractor's use of appropriate dust controls and their effectiveness. This will be accomplished using two monitoring units, conduct real-time monitoring of dust levels during soil remediation using TSI DUSTTRAK 8530 air monitoring instruments and Netronix Thiamis 1000 telemetry units (or equivalent) to determine if levels are below those specified for the project. Each monitor will be equipped with a wireless telemetry system capable of sending alerts to the project monitor's cellular telephone using a web-based application should the Action Level be exceeded. Field observation time will include on-site time to set up, take down, and download data from the monitors. Set up will take place prior to the start of active soil excavation. Monitors will be taken down and data downloaded at the end of each day after work is stopped. If the downwind airborne particulate levels exceed those allowable as per the Contract Documents or if airborne dust is observed leaving the work area, then additional dust suppression techniques must be employed by the Contractor. If, after implementation of dust suppression techniques, downwind particulate levels are still above levels specified in the Contract Documents, work must be stopped, and a re-evaluation of activities initiated by the Contractor.

## **Task 2 – Remedial Action Report**

At the completion of field activities, Tighe & Bond will prepare a Remedial Action Report (RAR) to document cleanup efforts. Tighe & Bond will follow up with the Remediation Contractor for missing or incomplete documentation and match quantities of unit priced wastes hauled from the site with that received at the landfill. The report will include records required to be kept by the Town documenting the proper removal and disposal of wastes during the remediation project. The report will also include a summary and discussion of the dust monitoring and air sampling data.

## **Fee**

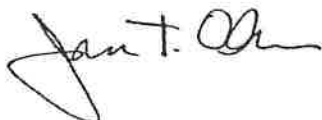
Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$13,500. A detailed breakdown of this fee is provided in Table 1. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the enclosed rates schedule. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

**ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

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Authorized Representative

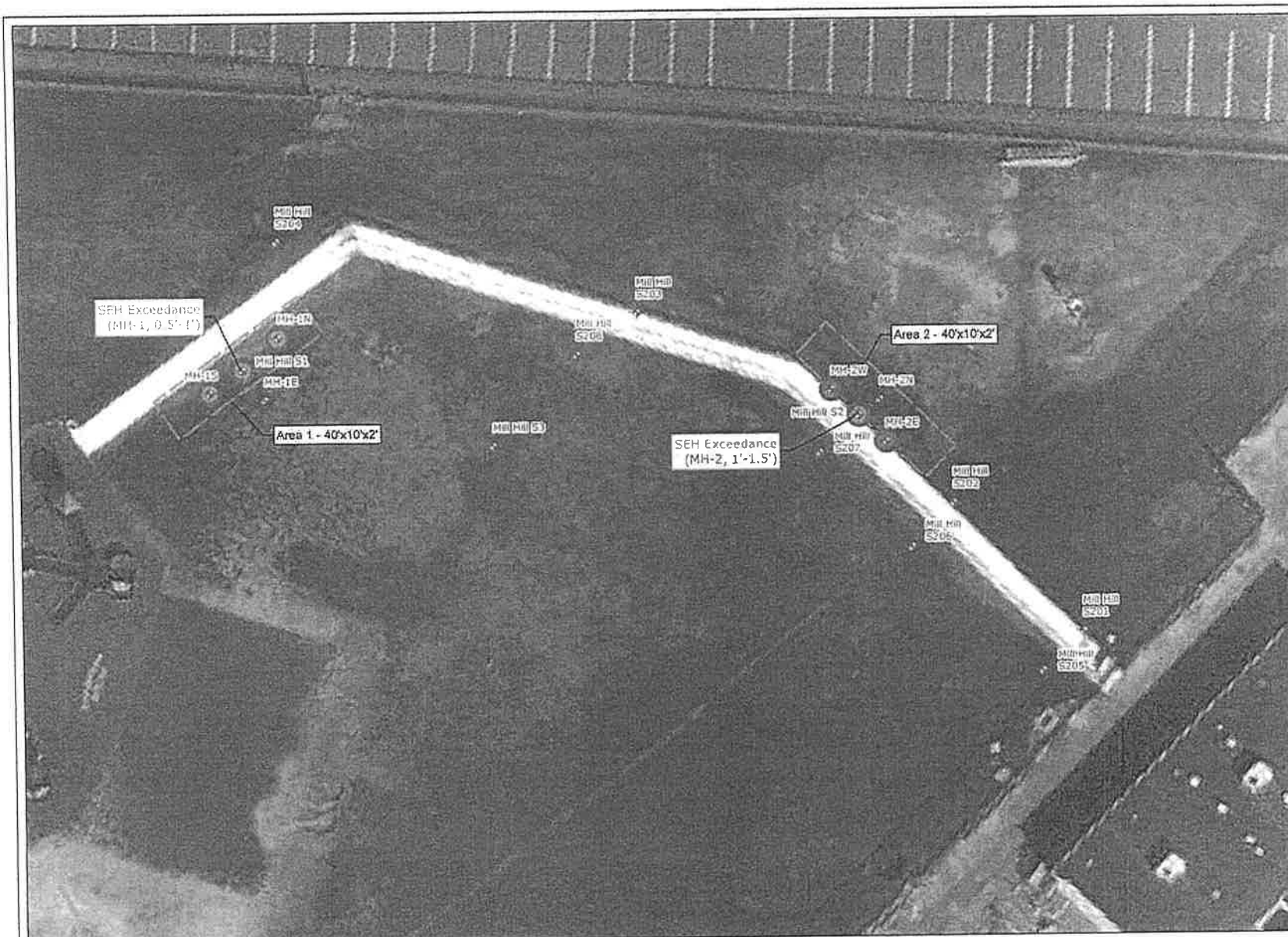
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Date

Enclosures: Table 1 – Cost Breakdown  
2020 Rate Schedule  
Terms & Conditions

Table 1  
Estimated Level of Effort Breakdown  
Mill Hill - Limited Remediation Observation  
Fairfield, CT

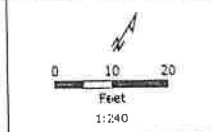
Task	Hourly Rate	Manhours						Total Hours	Cost
		Project Director	Project Env. Scientist 2	Project Env. Scientist 1	Senior Environmental Scientist 2	Compliance Specialist 2	Staff Engineer 1	Admin	
		\$225	\$125	\$110	\$155	\$95	\$100	\$80	
<b>Task 1 - SEH Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling</b>									
1.1 Remediation Observation, Post-Excavation Sampling, Data Management			2	21				23	\$2,505
1.2 Project Management, Communications, Meetings, Planning		4	4	2			2	12	\$1,845
								0	\$0
<b>Total Hours</b>		4	6	23	0	0	2	0	35
									<b>\$4,350</b>
<b>Expenses</b>									
Laboratory 24-HR TAT (30 samples*)									\$4,150
Equipment & Mileage									\$1,100
<b>Task 1 Subtotal =</b>									<b>\$9,600</b>
<b>Task 2 - Remedial Action Report</b>									
2.1 Report Preparation		4	20		0		4	2	\$3,920
									\$0
<b>Task 2 Subtotal =</b>		4	20	0	0	0	4	2	30
									<b>\$3,920</b>
<b>Total Project Cost</b>									<b>\$13,520</b>
<b>Total Hours</b>		8	26	23	0	0	6	2	64



# R-100 RES SOIL REMEDIATION LIMITS

- LEGEND**
- Approximate Sample Location
  - PAH: REC DEC Exceedance
  - PAH: RES DEC Exceedance
  - PAH: GA PMC Exceedance
  - Approximate Excavation Area
  - Approximate Site Parcel
  - Approximate Parcel Boundary

## LOCUS MAP



**NOTES**

1. Based on 2016 Statewide Orthophotography, Courtesy of CTECO

**MILL HILL Elementary School**  
635 Mill Hill Terrace  
Fairfield, Connecticut

February 2020

**Tighe & Bond**  
Engineers Environmental Specialists

#5

F-0439  
April 7, 2020

Brian Carey  
Conservation Director  
Fairfield Conservation Department  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services  
Sunset Ave Curb Project  
Remediation Observation**

Dear Mr. Carey:

Thank you for the opportunity to submit this proposal to the Town of Fairfield for environmental consulting services related to the Sunset Ave Curb Project. The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for remediation observation, dust and air monitoring, collection of post-excavation soil samples, and reporting during remediation.

## **Background**

Tighe & Bond was contacted by the Town of Fairfield regarding the potential use of impacted fill material at Sunset Ave Curb Project. The fill may have originated from a former aggregate reclamation facility located at the closed Town landfill.

Tighe & Bond subsequently conducted investigation and delineation at the School parking lot which consisted of the completion of approximately 30 hand test pits. During the investigations, 43 samples were analyzed for select constituents of concern (COCs) including but not limited to poly-chlorinated biphenyls (PCBs), lead, arsenic, and/or asbestos in building materials. Results of the analyses did not indicate the presence of PCBs or asbestos. Concentrations of arsenic were detected concentrations in excess of the Residential Direct Exposure Criteria (RES DEC).

## **Scope of Services**

We have developed the following anticipated Scope of Services for this project based on our discussions and understanding of the Town's objectives:

### **Task 1 – Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling**

Tighe & Bond will provide on-site remediation observation services and evaluate the Contractor's conformance with Contract Documents. Based on discussions with the Contractor (Cisco), we have assumed 2 days of observation services which will include the following:

1. Provide technical assistance to the Town relative to the remediation and restoration work, including review of submittals to evaluate conformance with the requirements of the Contract Documents.



2. Participate in communications between the Town and the Contractor to assist in clarifying technical issues related to the work.
3. Impacted soil and fill will be removed to the limits identified in the Contract Documents and based on visual observations of fill in the field. Upon completion of soil and fill removal, post-excavation soil samples will be collected from the sidewalls and bottom of the excavations as needed. A total of 25 samples will be collected for analysis of arsenic on a 24-hour turn-around-time.
4. Tighe & Bond will conduct daily total particulate (dust) air monitoring using real time monitors at two locations up and down wind of the work area to document the Contractor's use of appropriate dust controls and their effectiveness. This will be accomplished using two monitoring units, conduct real-time monitoring of dust levels during soil remediation using TSI DUSTTRAK 8530 air monitoring instruments and Netronix Thiamis 1000 telemetry units (or equivalent) to determine if levels are below those specified for the project. Each monitor will be equipped with a wireless telemetry system capable of sending alerts to the project monitor's cellular telephone using a web-based application should the Action Level be exceeded. Field observation time will include on-site time to set up, take down, and download data from the monitors. Set up will take place prior to the start of active soil excavation. Monitors will be taken down and data downloaded at the end of each day after work is stopped. If the downwind airborne particulate levels exceed those allowable as per the Contract Documents or if airborne dust is observed leaving the work area, then additional dust suppression techniques must be employed by the Contractor. If, after implementation of dust suppression techniques, downwind particulate levels are still above levels specified in the Contract Documents, work must be stopped, and a re-evaluation of activities initiated by the Contractor.

## **Task 2 – Remedial Action Report**

At the completion of field activities, Tighe & Bond will prepare a Remedial Action Report (RAR) to document cleanup efforts. Tighe & Bond will follow up with the Contractor for missing or incomplete documentation and match quantities of unit priced wastes hauled from the site with that received at the landfill. The report will include records required to be kept by the Town documenting the proper removal and disposal of wastes during the remediation project. The report will also include a summary and discussion of the dust monitoring and air sampling data.

## **Fee**

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$9,600. A detailed breakdown of this fee is provided in Table 1. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the enclosed rates schedule. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

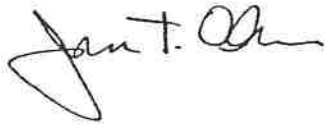
If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.



Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

**ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

---

Authorized Representative

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Date

Enclosures: Table 1 – Cost Breakdown  
2020 Rate Schedule  
Terms & Conditions

Table 1  
Estimated Level of Effort Breakdown  
Sunset Ave - Remediation Observation  
Fairfield, CT

Task	Hourly Rate	Manhours							Total Hours	Cost
		Project Director	Project Env. Scientist 2	Project Env. Scientist 1	Senior Environmental Scientist 2	Compliance Specialist 2	Staff Engineer 1	Admin		
Task 1 - Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling										
1.1 Remediation Observation, Post-Excavation Sampling , Data Management			2	20					22	\$2,488
1.2 Project Management, Communications, Meetings, Planning		2	3	1					6	\$856
									0	\$0
	Total Hours	2	5	21	0	0	0	0	27	\$3,344
Expenses										
	Laboratory 24-HR TAT (30 samples*)									\$1,600
	Equipment & Mileage									\$1,400
	Task 1 Subtotal =									\$6,344
Task 2 - Remedial Action Report										
2.1 Report Preparation		4	16		0		2	2	24	\$3,260
									0	\$0
	Task 2 Subtotal =	4	16	0	0	0	2	2	24	\$3,260
	Total Project Cost									\$9,604
Total Hours		6	21	21	0	0	2	2	51	



# **R-100 REC EXCEEDANCE SUMMARY**

## **LEGEND**

- Arsenic < 10 mg/Kg
- Arsenic > 10 mg/Kg < 15 mg/Kg
- Arsenic > 15 mg/Kg
- Approximate Excavation Area
- Approximate Parcel Boundary

## **LOCUS MAP**



## **NOTES**

1. Based on 2018 Statewide  
Orthorectography, Courtesy of CT&CO.

**Curb Project  
Sunset Avenue  
Fairfield, Connecticut**

February, 2020

**Tighe & Bond**  
Engineers Environmental Specialists

F-0439  
April 7, 2020

Brian Carey  
Conservation Director  
Fairfield Conservation Department  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services  
Old Dam Rd/Tennis Facility  
Remediation Observation**

Dear Mr. Carey:

Thank you for the opportunity to submit this proposal to the Town of Fairfield for environmental consulting services related to the Old Dam Rd/Tennis Facility. The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for remediation observation, dust and air monitoring, collection of post-excavation soil samples, and reporting during remediation.

## Background

Tighe & Bond was contacted by the Town of Fairfield regarding the potential use of impacted fill material at the Old Dam Rd/Tennis Facility. The fill may have originated from a former aggregate reclamation facility located at the closed Town landfill.

Tighe & Bond subsequently conducted investigation and delineation at the Tennis Facility which consisted of the completion of approximately 26 hand test pits. During the investigations, 39 samples were analyzed for select constituents of concern (COCs) including but not limited to poly-chlorinated biphenyls (PCBs), lead, arsenic, and/or asbestos in building materials. Results of the analyses did not indicate the presence of asbestos. Concentrations of PCBs were detected concentrations in excess of the Residential Direct Exposure Criteria (RES DEC).

Tighe & Bond prepared a Remedial Action Plan (RAP) and submitted to the CT Department of Energy and Environmental Protection (CTDEEP) for review. To date, CTDEEP has not provided any comment or approval. Tighe & Bond has provided an assumed Scope of Service below. Please note that this may change following CTDEEP's review.

## Scope of Services

We have developed the following anticipated Scope of Services for this project based on our discussions and understanding of the Town's objectives:

### Task 1 – Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling

Tighe & Bond will interface with CTDEEP and provide responses to any CTDEEP comments and revise RAP if necessary. Please note that we have not included any costs for additional investigations or services that CTDEEP may require other than those listed below.

Tighe & Bond will provide on-site remediation observation services and evaluate the Contractor's conformance with Contract Documents. Based on discussions with the Contractor (Cisco), we have assumed 2 days of observation services which will include the following:

1. Provide technical assistance to the Town relative to the remediation and restoration work, including review of submittals to evaluate conformance with the requirements of the Contract Documents.
2. Participate in communications between the Town and the Contractor to assist in clarifying technical issues related to the work.
3. Impacted soil and fill will be removed to the limits identified in the Contract Documents and based on visual observations of fill in the field. Upon completion of soil and fill removal, post-excavation soil samples will be collected from the sidewalls and bottom of the excavations as needed. A total of 25 samples will be collected for analysis of PCBs on a 24-hour turn-around-time.
4. Tighe & Bond will conduct daily total particulate (dust) air monitoring using real time monitors at two locations up and down wind of the work area to document the Contractor's use of appropriate dust controls and their effectiveness. This will be accomplished using two monitoring units, conduct real-time monitoring of dust levels during soil remediation using TSI DUSTTRAK 8530 air monitoring instruments and Netronix Thiamis 1000 telemetry units (or equivalent) to determine if levels are below those specified for the project. Each monitor will be equipped with a wireless telemetry system capable of sending alerts to the project monitor's cellular telephone using a web-based application should the Action Level be exceeded. Field observation time will include on-site time to set up, take down, and download data from the monitors. Set up will take place prior to the start of active soil excavation. Monitors will be taken down and data downloaded at the end of each day after work is stopped. If the downwind airborne particulate levels exceed those allowable as per the Contract Documents or if airborne dust is observed leaving the work area, then additional dust suppression techniques must be employed by the Contractor. If, after implementation of dust suppression techniques, downwind particulate levels are still above levels specified in the Contract Documents, work must be stopped, and a re-evaluation of activities initiated by the Contractor.

## **Task 2 – Remedial Action Report**

At the completion of field activities, Tighe & Bond will prepare a Remedial Action Report (RAR) to document cleanup efforts. Tighe & Bond will follow up with the Contractor for missing or incomplete documentation and match quantities of unit priced wastes hauled from the site with that received at the landfill. The report will include records required to be kept by the Town documenting the proper removal and disposal of wastes during the remediation project. The report will also include a summary and discussion of the dust monitoring and air sampling data.

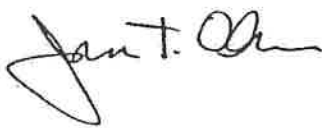
## **Fee**

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$18,750. A detailed breakdown of this fee is provided in Table 1. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the enclosed rates schedule. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,  
**TIGHE & BOND, INC.**



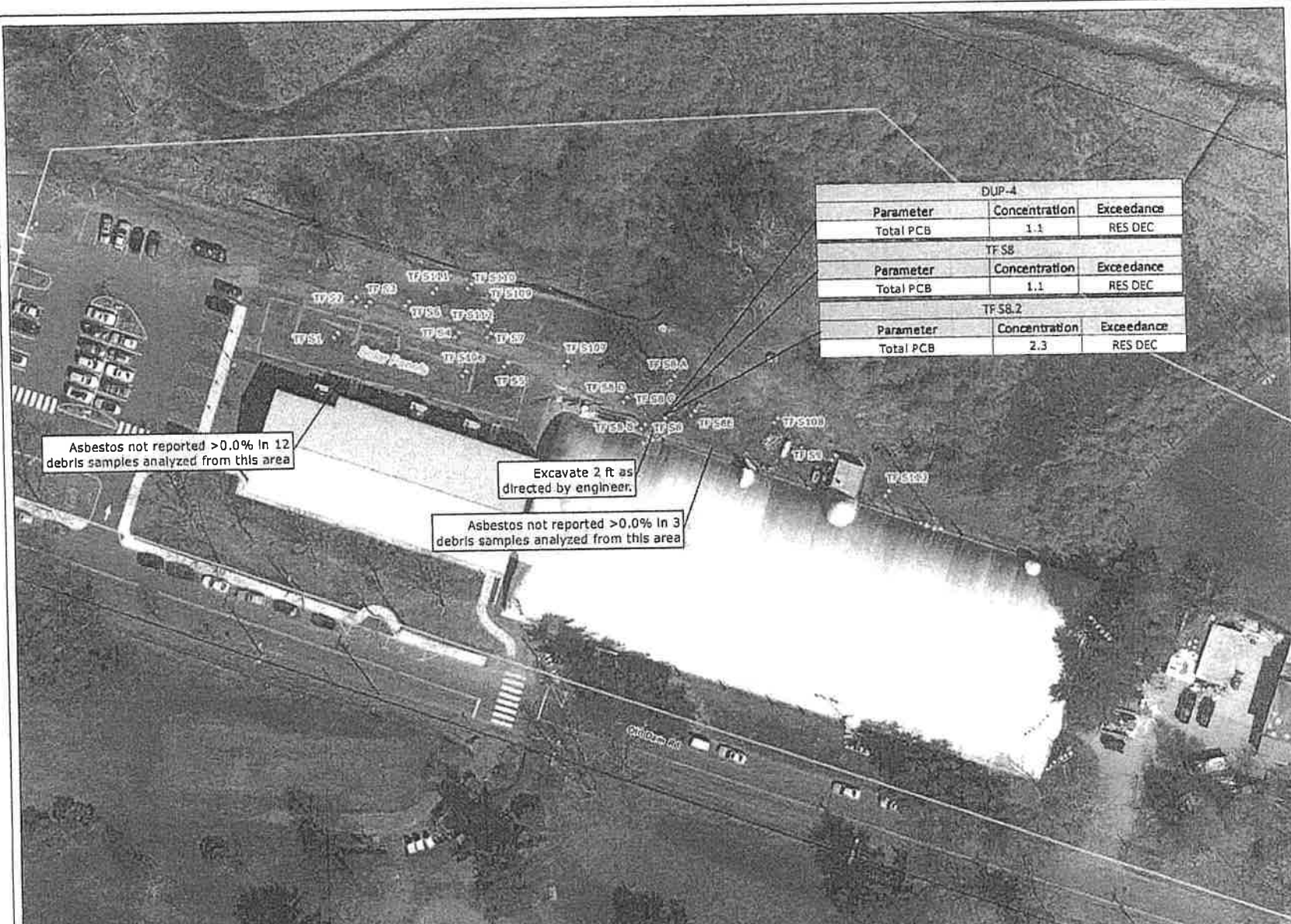
James T. Olsen, PG, LEP  
Vice President

**ACCEPTANCE:**  
On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

_____	_____
Authorized Representative	Date
Enclosures: Table 1 – Cost Breakdown	
2020 Rate Schedule	
Terms & Conditions	

Table 1  
Estimated Level of Effort Breakdown  
TennIs Facility - Investigation & Remediation Observation  
Fairfield, CT

Task	Hourly Rate	Manhours						Total Hours	Cost
		Project Director	Project Env. Scientist 2	Project Env. Scientist 1	Senior Environmental Scientist 2	Compliance Specialist 2	Staff Engineer 1	Admin	
		\$225	\$125	\$115	\$155	\$95	\$100	\$80	
Task 1 - Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling									
1.1 Remediation Observation, Post-Excavation Sampling , Data Management		2	24					25	\$3,481
1.2 Project Management, Communications, Meetings, Planning		10	10	2			3	25	\$3,980
								0	\$0
	Total Hours	12	34	2	0	0	3	0	\$7,461
Expenses									
	Laboratory 24-HR TAT (25 samples*)								\$4,000
	Equipment & Mileage								\$1,500
	Task 1 Subtotal =								\$12,961
Task 2 - Remedial Action Report									
2.1 Remedial Report Preparation		10	24		0		4	1	\$5,755
									\$0
	Task 2 Subtotal =	10	24	0	0	0	4	1	\$5,755
	Total Project Cost								\$18,716
Total Hours		22	58	2	0	0	7	1	90





F-0439  
April 7, 2020

Brian Carey  
Conservation Director  
Fairfield Conservation Department  
Sullivan Independence Hall  
725 Old Post Road  
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services  
Southport Beach Park  
Remediation Observation**

Dear Mr. Carey:

Thank you for the opportunity to submit this proposal to the Town of Fairfield for environmental consulting services related to Southport Beach Park. The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for remediation observation, dust and air monitoring, collection of post-excavation soil samples, and reporting.

## Background

Tighe & Bond was contacted by the Town of Fairfield regarding the potential use of impacted fill material at Southport Park Beach. The fill may have originated from a former demolition materials processing facility located at the closed Town landfill. Some of the fill material was previously tested at the former facility and was found to contain PCBs, lead, and asbestos.

Tighe & Bond subsequently conducted an investigation at the Park which consisted of the completion of approximately 8 hand test pits. During the investigations, approximately 11 samples were collected for the analysis of PCBs, lead, asbestos in soil, polycyclic aromatic hydrocarbons (PAHs) and/or asbestos in building materials. Results of the analyses did not indicate the presence of PCBs or asbestos in soil. PAHs and arsenic were detected at concentrations exceeding the Residential Direct Exposure Criteria (RES DEC). Asbestos in building materials was detected in seven samples. Tighe & Bond is currently preparing a Remedial Action Plan with Technical Specifications.

## Scope of Services

We have developed the following anticipated Scope of Services for this project based on our discussions and understanding of the Town's objectives:

### Task 1 – Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling

Tighe & Bond will provide on-site remediation observation services evaluate the Contractor's conformance with Contract Documents. Based on discussions with the Contractor (Cisco), we have assumed 2 days of observation services which will include the following:

1. Provide technical assistance to the Town relative to the remediation and restoration work, including review of submittals to evaluate conformance with the requirements of the Contract Documents.

2. Participate in communications between the Town and the Contractor to assist in clarifying technical issues related to the work.
3. Impacted soil and fill will be removed to the limits identified in the Contract Documents and based on visual observations of fill in the field. Upon completion of soil and fill removal, post-excavation soil samples will be collected from the sidewalls and bottom of the excavations on a 20-ft interval from the base and sidewalls of the excavation for the analysis of arsenic and PAHs. A total of 65 samples will be collected including 5% duplicates in soil on a 24-hour turn-around-time. Removal of asbestos containing material will be based on visual observations.
4. Tighe & Bond will conduct daily total particulate (dust) air monitoring using real time monitors at two locations up and down wind of the work area to document the Contractor's use of appropriate dust controls and their effectiveness. This will be accomplished using two monitoring units, conduct real-time monitoring of dust levels during soil remediation using TSI DUSTTRAK 8530 air monitoring instruments and Netronix Thiamis 1000 telemetry units (or equivalent) to determine if levels are below those specified in the Project Specifications. Each monitor will be equipped with a wireless telemetry system capable of sending alerts to the project monitor's cellular telephone using a web-based application should the Action Level be exceeded. Field observation time will include on-site time to set up, take down, and download data from the monitors. Set up will take place prior to the start of active soil excavation / asphalt removal each day. Monitors will be taken down and data downloaded at the end of each day after work is stopped. If the downwind airborne particulate levels exceed those allowable as per the Contract Documents or if airborne dust is observed leaving the work area, then additional dust suppression techniques must be employed by the Contractor. If, after implementation of dust suppression techniques, downwind particulate levels are still above levels specified in the Contract Documents, work must be stopped, and a re-evaluation of activities initiated by the Contractor.
5. A State of Connecticut licensed Asbestos Project Monitor (APM) will perform full time air monitoring at the excavation area as requested by the CT Department of Health (DPH). The APM will perform pre-commencement visual inspections of each work area to evaluate if the work area preparation is performed in accordance with applicable regulations, variances and the technical specifications. Progress inspections will be performed within the work areas to evaluate the Contractor's compliance with applicable regulations and the Contract Documents. The APM will maintain daily log notes, work area check lists, containment inspection logs, and waste loadout logs. Final visual inspections will be completed following the completion of final cleaning to evaluate if the work area meets the "no visible residue" criteria. Asbestos final air clearance samples will be analyzed by Phase Contrast Microscopy (PCM). Tighe & Bond is an accredited American Industrial Hygiene Association (AIHA) member and a State of Connecticut Department of Public Health (CTDPH) approved lab. The APM will analyze the PCM background and PCM final air clearance samples onsite.

## **Task 2 – Remedial Action Report**

At the completion of field activities, Tighe & Bond will prepare a Remedial Action Report (RAR) to document cleanup efforts. Tighe & Bond will follow up with the Contractor for missing or incomplete documentation and match quantities of unit priced wastes hauled from the site with that received at the landfill. The report will include records required to be kept by the Town documenting the proper removal and disposal of wastes during the remediation project. The report will also include a summary and discussion of the dust monitoring and air sampling data.

## **Fee**

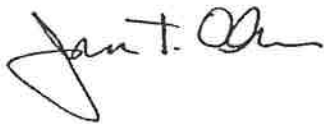
Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$15,500. A detailed breakdown of this fee is provided in Table 1. We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the enclosed rates schedule. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

### **ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

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Authorized Representative

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Date

Enclosures: Table 1 – Cost Breakdown  
2020 Rate Schedule  
Terms & Conditions

Table 1  
Estimated Level of Effort Breakdown  
Southport Beach - Remediation Observation  
Fairfield, CT

Task	Hourly Rate	Manhours						Total Hours	Cost
		Project Director	Project Env. Scientist 2	Project Env. Scientist 1	Senior Environmental Scientist 2	Compliance Specialist 2	Staff Engineer 1	Admin	
		\$225	\$125	\$115	\$155	\$95	\$100	\$80	
<b>Task 1 - Remediation Observation, Air/Dust Monitoring, and Post-Excavation Soil Sampling</b>									
1.1 Remediation Observation, Post-Excavation Sampling, Data Management		2	8			24			\$3,730
1.2 Project Management, Communications, Meetings, Planning		4	8	1			2		\$2,215
								0	\$0
<b>Total Hours</b>		6	16	1	0	24	2	0	\$5,945
<b>Expenses</b>									
Laboratory 24-HR TAT (20 samples*)									\$3,000
Equipment & Mileage									\$1,500
<b>Task 1 Subtotal =</b>									<b>\$10,445</b>
<b>Task 2 - Remedial Action Report</b>									
2.1 Report Preparation		6	24		0		4	1	\$4,830
									\$0
<b>Task 2 Subtotal =</b>		6	24	0	0	0	4	1	<b>\$4,830</b>
<b>Total Project Cost</b>									<b>\$15,275</b>
<b>Total Hours</b>		12	40	1	0	24	6	1	





273 Dividend Road, Rocky Hill, CT 06067  
Tel: 860.513.1473

September 18, 2020

Mr. Brian Carey  
Conservation Director  
Sullivan Independence Hall, Second Floor  
725 Old Post Road  
Fairfield, CT 06824

Re: Environmental Investigation – Data Gap Investigation and SLERA  
Town of Fairfield - Aggregate Recycling Facility  
Richard White Way, Fairfield, Connecticut

Dear Mr. Carey:

Weston & Sampson Engineers, Inc. (Weston & Sampson) is pleased to provide the Town of Fairfield (Town) with this proposal to implement the September 17, 2020 Investigation Work Plan (Work Plan) and the Field Sampling Plan (FSP) for the Screening Level Ecological Risk Assessment (SLERA) for the Town's Aggregate Recycling Facility (Site). This proposal has been developed for the scope of work described in the Work Plan and SLERA FSP submitted to the Connecticut Department of Energy and Environmental Protection (CT DEEP) and the United States Environmental Protection Agency (EPA) on September 17, 2020. .

#### PROJECT UNDERSTANDING

Following receipt of reports that polychlorinated biphenyls (PCBs) had been identified in materials received at the Site and that solid wastes had been disturbed without prior written approval, CT DEEP issued three Notices of Violation (NOVs) for the Site. Each of the NOVs requires submittal of a Compliance Statement demonstrating that alleged violations have been corrected.

Weston & Sampson completed an investigation of the Site and submitted a report summarizing findings to EPA and CT DEEP in August 2020. The Investigation Work Plan was developed to address data gaps identified following the completion of the first investigation. The FSP was developed to perform a SLERA to characterize surface water and sediments and evaluate ecological risk which is a requirement of the Compliance Statement. Implementation of the Work Plan and FSP, following resolution of comments from CT DEEP and EPA, will further the process of site characterization.

Following completion of work as described in this proposal, Weston & Sampson will work with the Town to plan future actions at the Site which are anticipated to include remedial planning and design and potentially limited additional investigation. Weston & Sampson will also aid the Town in public outreach.

#### SCOPE OF WORK

The Scope of Work described in this proposal includes:

- Initial survey of investigation locations and site preparation activities;
- Implementation of the soil boring program;
- Implementation of the monitoring well installation program;
- Analytical laboratory testing;
- Implementation of the SLERA FSP;
- Preparation of a report summarizing the site investigation;
- Preparation of a report summarizing the SLERA;
- Meeting with regulators; and
- Participation in public outreach.

Costs are included for all tasks except for analytical laboratory work. The Town will contract directly with the selected analytical laboratory and will receive separate invoices for that task.

#### Site Survey

Weston & Sampson will mobilize a crew of two people to mark out and survey the twenty-three (23) soil boring locations (as shown on Figure 2 of the Work Plan) in the field. For each of the boring locations, the boring location will be marked, and the northings, eastings, and elevation of each location will be recorded. The location of the borings may be modified slightly from what is shown on Figure 2 from the Work Plan because Site conditions may not allow for the borings to be performed at the proposed location.

#### Soil Boring/Groundwater Monitoring Well Installation Program

Weston & Sampson and their selected subcontractor will perform 23 soil borings ranging in total depth of 35 to 45 feet below grade in borings performed around the exterior of the pile created from fill brought to the Site after reclamation and 10 to 15 feet for boring performed in the later fill. As described in the Work Plan, for borings performed within the later fill which contains concrete debris, a maximum of three attempts will be made to penetrate to the specified final depth. If unable to complete the borings because of the presence of debris, Weston & Sampson will provide a separate proposal with alternative means for sampling.

It is anticipated that the soil boring program will take seven (7) days to complete. Weston & Sampson will subcontract with Cummins Envirotech for the soil boring program and they shall mobilize a geoprobe, equipment decontamination materials, and two personnel to the Site for the duration of the project. The Weston & Sampson team will include one person who will be responsible for logging soil and collecting and logging samples. Excess soil from the soil borings will be returned to the boring location.

Six groundwater monitoring wells will be installed at locations shown on Figure 2 of the Work Plan. It is assumed that these monitoring wells can be installed using traditional Hollow-Stem Auger methods to a total depth of approximately 40 feet below grade. Analytical data from the soil boring program will be used to determine disposal options for the spoils generated during monitoring well installation. For those monitoring wells to be installed at locations where PCB concentrations were determined to be  $>1$  mg/kg, the soil will be drummed and disposed. For those monitoring wells to be installed at locations where PCB concentrations are  $<1$  mg/kg, the spoils will be spread at the location of the monitoring well.

The monitoring wells will be allowed to settle for one week following installation and then developed. The wells will be allowed to stabilize for one week following development and then sampled. Purge and development wastewater will be drummed, and groundwater data used to determine appropriate disposal/decontamination.

Costs have been included for up to 25 drums of drilling spoils and water as PCB-containing wastes. Personal vehicles will be parked outside of Site fencing. All equipment mobilized for work inside the site fence will be decontaminated as described in the Work Plan prior to leaving the Site.

#### Analytical Laboratory Testing

Contest Analytical Laboratories (Contest) has been selected as the primary analytical laboratory for the work scope. The Town will contract directly with Contest and will be billed directly under DAS rates.

As described in the Work Plan, soil samples will be submitted to the analytical laboratory for analysis of PCBs by EPA Methods 3540/8082 and a limited subset of those samples will be submitted for extractable total petroleum hydrocarbon (ETPH) by the CT DEEP Method, total metals by EPA Methods 6010 and 7471, and polyaromatic hydrocarbons (PAH) by EPA Method 8270. The table below summarizes the samples planned for each analysis, but additional samples may be collected based upon site conditions encountered during drilling.

Analysis	Soil	Duplicates	Total
PCBs	95	5	100
ETPH	14	1	15
Metals	14	1	15
PAHs	14	1	15

Groundwater samples will be collected at each of the eight monitoring wells (six new wells and two existing) for PCBs, ETPH, total Metals, PAHs, and C<sub>9</sub>-C<sub>18</sub> aliphatic hydrocarbons, C<sub>19</sub>-C<sub>26</sub> aliphatic hydrocarbons, and C<sub>11</sub>-C<sub>22</sub> aromatic hydrocarbons by the Massachusetts Department of Environmental Protection Extractable Petroleum Hydrocarbons Method. A field duplicate will be collected for each of the analyses and a total of nine samples will be submitted for each analysis.

#### Site Investigation Report

An Investigation Report will be prepared following the completion of site activities. The report will summarize findings from the investigation that will include:

- Types of soil materials identified and chemical impacts to the soil;
- A revision of the Conceptual Site Model based upon findings of the investigation;
- Discussion of chemical impacts to soil and debris placed at the Site; and
- The extent of delineation of the chemical impacts and identification of data gaps.

A final draft of the Investigation Report will be provided to the Town for review and comment. Following resolution of comments, the report will be submitted to EPA and CT DEEP.

#### SLERA Investigation

The SLERA investigation will be performed by a Subcontractor, Anchor QEA, by personnel experienced in the types of sampling to be performed, collecting samples from a boat, and in the use of the specialized equipment to be employed. As described in the SLERA FSP, 11 sediment samples will be collected, four from tidal marsh areas and 7 from open water areas. Four surface water samples will be collected as well. All samples will be analyzed for PCBs by EPA Method 8082, PAHs by a special high-resolution method with selected ion monitoring, CT ETPH, and metals. A matrix spike/matrix spike duplicate and field duplicate will be collected for each analysis. Sediment samples will also be analyzed for Total Organic Carbon by EPA Method 9060 and grain-size distribution.

#### SLERA Report

A SLERA Report will be prepared following the completion of site activities. The report will provide findings from the investigation that will include:

- Summary of the data validation;
- The ecological risk screening of results including evaluation of reference conditions,
- The nature and extent of impacts within the shallow sediment.
- A sediment sample summary table (including date of collection, GPS coordinates, recovery, water depth, and general visual observations of sediment type and impacts; and
- A similar surface water sampling summary table will be created with date of collection, GPS coordinates, water depth, and any observations.

A final draft of the Investigation Report will be provided to the Town for review and comment. Following resolution of comments, the report will be submitted to EPA and CT DEEP.



### Regulatory Meeting and Site Planning

It is assumed that one meeting with regulators will be required to discuss findings from the Site investigation and the SLERA. Prior to that meeting, it is assumed that two meetings will be held with the Town representatives to discuss findings from this investigation and SLERA, required deliverables to complete a Compliance Statement to address the three NOV's, and to address remaining data gaps, if any.

### Public Participation

Public participation tasks were included in the original proposal and none of the work has been performed to date. Public participation tasks are to be covered under funding from the original authorization including preparation of one informational flyer for distribution to the community and aiding the Town in planning for a public meeting that would be virtual.

### **PROJECT SCHEDULE**

The Project Schedule developed below assumes that there will be no restrictions on work and that Weston & Sampson will have free and clear access to the Site.

Weston & Sampson is prepared to begin work immediately after receiving a Purchase Order from the Town. It is anticipated that it will take two weeks to arrange for equipment mobilization to the Site and to begin the scope of work described above. Survey activities will be completed prior to mobilization.

Soil boring activities are anticipated to take seven (7) workdays to complete. Installation of groundwater monitoring wells is anticipated to take 3 days to complete and will be developed, purged, and sampled over the next two weeks. Analytical data will be received, reviewed, and validated as received and it is anticipated that the last of the data will be received two weeks after groundwater sample has been completed.

Draft final reports will be submitted to the Town four weeks after Site investigation and SLERA sampling activities are completed. The reports will include text, tables and figures summarizing the findings of the investigations and include an assessment of data gaps, if any. Weston & Sampson complete finalized reports for submittal to federal and state regulators within two weeks of receiving comments from the Town. Reports will be submitted in electronic format.

Meetings with the Town and their representatives to discuss future actions and with federal and state regulators will be held as scheduled by the Town.

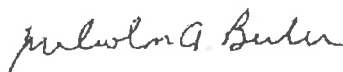
### **PROJECT FEE**

Our proposed lump sum cost for the work described above is \$181,940 and costs are broken down on the task level in the table below.

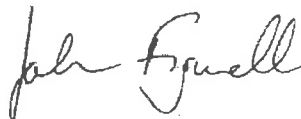
Task	Labor	Subcontractor/ Expenses	Cost
Site Investigation	\$23,300	\$53,300	\$76,600
SLERA Investigation	\$450	\$36,750	\$37,200
Site Investigation Report	\$32,640	-0-	\$32,640
SLERA Report	\$400	\$31,500	\$31,900
Regulatory Meeting, Public Communications, and Planning	\$3,600	-0-	\$3,600
Total	\$60,390	\$121,550	\$181,940

If you have any questions, comments, or concerns regarding this proposal, please do not hesitate to contact Malcolm Beeler via phone at 860-986-7929 or email at [beelerm@wseinc.com](mailto:beelerm@wseinc.com) or John Figurelli via phone at 860-513-1473 or email at [figurej@wseinc.com](mailto:figurej@wseinc.com). Weston & Sampson can provide the Town with additional project experience information and references if requested.

Sincerely,  
WESTON & SAMPSON ENGINEERS, INC.



Malcolm A. Beeler, LEP  
Team Leader, PCB Technical Lead



John Figurelli, PG, LEP  
VP, Team Leader

# Analytical Costs

Soil	Sample Prep	Analysis	% Moisture	Disposal	Total
PCBs	\$0	\$55	\$0	\$2	\$57
ETPH	\$0	\$58	\$0	\$2	\$60
PAHs	\$0	\$85	\$0	\$2	\$87
Metals	\$2	\$171	\$0	\$2	\$175
SPLP Soil	Sample Prep	Analysis	% Moisture	Disposal	Total
PCBs	\$25	\$55	\$0	\$3	\$83
ETPH	\$25	\$58	\$0	\$3	\$86
PAHs	\$25	\$85	\$0	\$3	\$113
Metals	\$25	\$171	\$0	\$3	\$199
Groundwater	Sample Prep	Analysis		Disposal	Total
PCBs	\$0	\$42		\$3	\$45
ETPH	\$0	\$50		\$3	\$53
MADEP EPH	\$0	\$210		\$3	\$213
PAHs	\$0	\$85		\$3	\$88
Metals	\$2	\$95		\$3	\$100

# Sample Counts

Soil	Collected	Duplicates	MS/MSDs	Total	Contingency	Costs
PCBs	95	5	0	100	120	\$6,840
ETPH	14	1	0	15	18	\$1,080
PAHs	14	1	0	15	18	\$1,566
Metals	14	1	0	15	18	\$3,150
SPLP Soil						
PCBs	5	0	0	5	6	\$498
ETPH	5	0	0	5	6	\$516
PAHs	5	0	0	5	6	\$678
Metals	5	0	0	5	6	\$1,194
Groundwater						
PCBs	8	1	0	9	11	\$486
ETPH	8	1	0	9	11	\$572
MADEP EPH	8	1	0	9	11	\$2,300
PAHs	8	1	0	9	11	\$950
Metals	8	1	0	9	11	\$1,080
						\$20,911

#9



F-0439  
April 7, 2020

Brian Carey  
Conservation Director  
Town of Fairfield  
Old Town Hall  
611 Old Post Road  
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services  
Additional Site Investigations and Remedial Planning  
Penfield Pavilion**

Dear Mr. Carey:

Thank you for the opportunity to submit this Amendment to the Town of Fairfield for environmental consulting services related to additional investigations and remedial planning for Penfield Pavilion. The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for further investigation and delineation of impacted fill, remedial evaluations, and preparation of a PCB Cleanup Plan for EPA and CTDEEP review.

## **Scope of Services**

We have developed the following anticipated Scope of Services for this project based on our discussions:

### **Task 1 - LEP and HBM Consulting Services**

At the Town's request, Tighe & Bond is proposing to provide Licensed Environmental Professional (LEP) and Hazardous Building Material (HBM) consulting services on an hourly/on-call basis to assist with project management and to provide advice as necessary to assist with the fill issue. Services may include the following:

- Communications with the Town, CT Department of Health (CTDPH), CT Department of Environmental Protection (CTDEEP), US Environmental Protection Agency (EPA), and other stakeholders regarding Penfield Pavilion. Communications may include telephone calls, emails, in-person and conference call meetings.

### **Task 2 - Additional Fill Investigations and Delineation**

A sampling plan has been developed to further investigate and delineate impacted fill at Penfield Pavilion where exceedances of PCB cleanup criteria and asbestos were found. This information in turn will be used to estimate fill volume, remedial evaluation, and planning.

Samples will be collected on a 40-ft sampling grid throughout the parking and beach areas where fill was observed. Due to inaccessibility, further sampling will not be conducted under the building. Up to 40 test pits will be installed in areas not previously investigated. It is assumed that the Town will provide the equipment and personnel to conduct the test pits so no costs have been included in this proposal for those services.

Up to three debris samples will be collected from each test pit for analysis of PCBs and asbestos (120 samples total plus 5% duplicates). One soil sample will be collected from



each test pit for analysis of PCBs (40 samples total plus 5% duplicates). Samples will be collected following Tighe & Bond Standard Operating Protocols (SOPs) and industry standards. Laboratory analysis will be conducted follow EPA and/or CTDEEP Reasonable Confidence Protocols (RCPs).

Results of the investigations will be summarized in tables and sampling locations will be identified on maps. E-mail reports with the results and recommendations will be sent to the Town on a timely basis.

### **Task 3 – Remedial Planning**

Tighe & Bond will evaluate various remedial approaches for the site including but not limited to complete excavation and removal, partial removal and capping, and capping only. This will include a review of applicable regulatory programs regulations including CTDEEP Remediation Standard Regulations (RSRs) (RSCA Section 22a-133k) and Solid Waste Regulations (RSCA 22a-209) and EPA PCB Regulations (40 CFR Section 761). We will also re-evaluate the volume of fill estimated from the investigations to that reported by the Town to have been used in the project. A presentation of costs for each remedial approach will also be provided.

Tighe & Bond will prepare a Disruption Permit (RSCA Section 22a-209-7(u)) for submittal to CTDEEP. This permit is required since more than 10 cubic yards of solid waste are being disturbed. We will respond to any CTDEEP comments.

Tighe & Bond will also prepare a PCB Cleanup Plan for EPA and CTDEEP review. This plan will most likely be Risk-Based Plan (40 CFR Section 761.61(c)) to allow potential Remediation Waste less than 50 ppm in a non-TSCA landfill and for a Low-Occupancy Cleanup Level of 25 ppm thereby saving significant costs. We will respond to any comments from EPA and CTDEEP.

### **Services Not Included**

The following tasks are not included in the Scope of Services.

- preparation of technical specifications for cleanup
- engineering design for site restoration
- structural or geotechnical evaluations
- permitting
- remediation observation, confirmatory sampling, and closure reporting

An Amendment to this proposal will be submitted for completion of these tasks once the investigations and PCB Cleanup Plan are completed.

### **Fee**

Tighe & Bond will perform the Scope of Services noted above for a not-to-exceed fee of \$78,000. A detailed breakdown of this fee is as follows:

Task 1 - LEP and HBM Consulting Services	\$11,000
Task 2 – Additional Fill Investigations/Delineations	\$34,500
Task 3 – Remedial Planning	\$32,500

As discussed above, it is assumed that the Town will provide the equipment and personnel to conduct the test pits so no costs have been included in this proposal for those services.

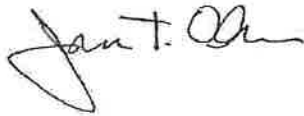
We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the enclosed rate schedule. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

**ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Enclosures: Table 1 – Cost Breakdown  
2020 Rate Schedule  
Terms & Conditions

		Staff Hours						
Task		Project Director	Senior Env Scientist 2	Project Env. Scientist 2	Staff Engineer 1	Admin	Total Hours	Cost
Task 1 - LEP and HBM Consulting Services		Hourly Rate	\$225	\$155	\$125	\$100	\$80	
1.1 On-Call Support		40		10	4	2	56	\$10,810
Expenses	Total Hours	40	0	10	4	2	56	\$10,810
	Mileage							\$200
	Task 1 Subtotal							\$11,010
Task 2 - Additional Fill Investigation/Delineation								
3.1 Test Pit Sampling		4		50	50		104	\$12,150
3.2 Data Evaluation		16	4	24	40		84	\$11,220
Expenses	Total Hours	20	4	74	90	0	188	\$23,370
	Laboratory Expenses & Mileage							\$10,000
	Total Expenses							\$1,100
Task 2 Subtotal								\$11,100
Task 2 Subtotal								\$34,470
Task 3 - Remedial Planning								
3.1 Remedial Evaluation		16	24	12	24		76	\$11,220
3.2 Disruption Permit		4	16		4		24	\$3,780
3.3 PCB Cleanup Plan		16	40		4		60	\$10,200
3.4 Address Regulatory Comments		16	24				40	\$7,320
Task 3 Subtotal		52	104	12	32	0	200	\$32,520
Total Hours		112	108	96	126	2	444	
							Total Cost	\$78,000



F-0439  
September 29, 2020

Brian Carey  
Conservation Director  
Town of Fairfield  
Old Town Hall  
611 Old Post Road  
Fairfield, Connecticut 06824

Re: **Wastewater Treatment Plant  
Environmental Consulting Services - Sitewide PCB Soil Assessment**

Dear Mr. Carey:

Tighe & Bond is submitting this Proposal to the Town of Fairfield for environmental consulting services related to the delineation and management contaminated soils identified within the wastewater treatment plant (WWTP). Soil contamination identified within the north/west portion the site has been determined to represent a Significant Environmental Hazard (SEH) condition as defined in Connecticut General Statutes (CGS) Section 22a-6u. Soil contamination within the SEH area and across the site is also subject to Federal regulations 40 CFR 761, known as the Toxic Substances Control Act (TSCA). The Scope of Services will only focus on PCBs and not the other potential Constituents of Concern (COCs) which may be present in soil at the WWTP.

## Background

During the course of the WWTP soil management planning activities, Tighe & Bond identified PCBs in soil at the site, the results of which have been communicated to the United States Environmental Protection Agency (EPA) and Connecticut Department of Energy and Environmental Protection (DEEP). The concentrations of PCBs exceeded the SEH Notification threshold concentration in the upper two feet of soil with a maximum concentration of 4,100 milligrams per kilogram (mg/Kg) and notification was reported to DEEP on July 7, 2020. DEEP acknowledged receipt of the SEH Notification in a letter dated September 3, 2020. In their acknowledgement letter, DEEP requested that the Town install a temporary fence and warning signs around the SEH area and submit a plan to "delineate the extent of soil exceeding the hazard criteria and remove the soil."

DEEP also issued a Notice of Violation (NOV) to the Town on September 8, 2020 regarding the PCB contaminated soils identified at the WWTP. As per the NOV the Town must provide the following information to DEEP:

- 1) Initial analytical results for samples taken from the site;
- 2) A soil investigation work plan to delineate the extent of soil contamination at the site;
- 3) Analytical results for samples showing that PCB contamination at the site has been corrected;
- 4) Analytical results evaluating the migration or lack thereof of PCB contamination at the site;
- 5) Documentation confirming that wastes generated in addressing the alleged violations have been properly disposed;
- 6) Measures taken to prevent future such violations at this or other sites, or;



- 7) A schedule for providing 1) through 6), and;
- 8) Documentation that measures have been implemented to prevent PCB exposure to the public.

Tighe & Bond is in the process of delineating the extent of PCB contaminated soils within the SEH area and has conducted a significant amount of soil sampling within other parts of the site during soil management activities for the WWTP hardening project. This information will be used to prepare a schedule for DEEP as requested in item 7 of the NOV.

The goal of the assessment activities included in this proposal is to identify the vertical and horizontal limits of soils across the site exceeding both the SEH cleanup criteria as well as the EPA cleanup criteria of 1 mg/Kg, as required by the SEH acknowledgment and NOV. Based on sample results reported to date, additional soil borings and samples are needed to delineate PCB impacted soil to the west of the WWTP within the former drying beds, to the north into the marsh, to the south along Richard White Way, and within the operational parts of the WWTP not already assessed during the hardening improvements project. The existing data set will also be used to help determine where the temporary fencing and warning signage is required.

## Scope of Services

### Task 1 – PCB Delineation

**Assessment Activities:** The assessment and delineation activities will be conducted using a geoprobe direct-push drill rig to advance borings within the SEH area in an approximate 50 foot grid pattern throughout the former drying beds, northern marsh area, and to the south adjacent to Richard White Way. Additional borings will also be advanced within the operational parts of the WWTP at locations that will result in representative coverage across the site. Borings will be advanced to 15 feet below the existing ground surface. Prior to boring installation, parts of the SEH area will be cleared of vegetation to provide free and clear access to the boring locations. Extra care will be taken not to remove any unnecessary vegetation or to create a situation where the ground surface is more susceptible to erosion. We will work with the Town to identify locations where borings can be advanced safely within the WWTP and will subcontract a private utility marking company to identify potential underground conflicts at each boring location.

We anticipate that drilling activities will include up to 50 soil borings within the SEH area, four of which will be completed as groundwater monitoring wells. We anticipate these drilling activities will be completed within three business days. In addition, up to ten test pits will be excavated within the former drying bed area using a small excavator during one day of work to assess soil conditions within the former dike walls. Additional soil sampling using hand tools may also be necessary to assess shallow soil conditions (depth of two feet or less) at areas not accessible using a geoprobe or small excavator.

We anticipate that drilling activities within the operational parts of the WWTP will include up to 40 soil borings, six of which will be completed as groundwater monitoring wells. We anticipate these drilling activities will be completed within three business days.

Soil from each boring, test pit, and hand sample location will be observed for soil type and visual signs of contamination, and field screened for volatile organic compounds (VOCs) with a photo-ionization detector (PID). Each sample location will be recorded using a handheld global positioning system (GPS) unit. On average four soil samples will be collected from each location at various depth intervals for PCB analysis following Tighe & Bond Standard Operating Procedures (SOPs), industry standards, and DEEP/EPA expectations.

Soil samples will be submitted to Phoenix Environmental Laboratories (Phoenix) for PCB analysis using EPA method 8082 including Soxhlet extraction. A standard (5-7 business day)

turnaround time will be requested. This task includes up to 550 samples for PCBs analysis, consisting of on average four samples per location, a 20% contingency should deeper samples need to be analyzed, and duplicate samples collected on a 20% frequency.

In addition, following a request from EPA and DEEP, six groundwater monitoring wells were installed within the WWTP on September 10 and 11, 2020. Five wells were installed within the SEH area and one well was installed behind the conservation building. The wells were constructed of 2-inch PVC and finished with a 10-foot well screen. The wells were prepacked and also completed with an extra sand filter pack to prevent turbidity during sample collection.

Following installation, the wells were developed using Tighe & Bond's SOPs including the use of dedicated polyethylene tubing, surge blocks, check valves, and a submersible electric pump. Development water was evacuated and stored in 55-gallon drums pending laboratory analysis.

The six monitoring wells were sampled and analyzed for PCBs using EPA and DEEP Low Flow Sampling guidelines. One sample was also filtered at the lab and reanalyzed. Samples were submitted to Phoenix under chain of custody protocols.

The ten new wells identified above will be installed and developed in the same manner as the six wells that were installed on September 10 and 11, 2020. Each of the six existing and ten new wells will be sampled for PCBs using low flow methodology. We anticipate that sampling will be completed over the course of five days.

In total this proposal includes one day of brush clearing observation, two days of private utility markout observation, eight days of drilling (two already completed), one day of test pits, and one day of hand sampling and seven days of groundwater sampling (two already completed).

**Investigation Work Plan:** Tighe & Bond will prepare an investigation work plan and schedule in accordance with CGS Section 22a-6u (k)(3) and EPA expectations for additional soil and groundwater assessment activities within the SEH area and operational parts of the WWTP. The plan will document the sampling rational, frequency, and locations summarized above. The plan will be submitted to the Town for approval and then to EPA/DEEP for review and comment prior to executing the work.

**Results Summary:** Results of the assessment activities will be summarized in tables and sampling locations will be identified on maps. Email summaries of the sample results, recommended actions, and Opinions of Probable Remediation Costs will be provided to the Town, DEEP, and/or EPA as deemed necessary by the Town. Results of the assessment will also be summarized in the PCB Cleanup Plan for submittal to DEEP and EPA, as discussed under Task 3.

## Task 2 – SEH Interim Control Planning

Tighe & Bond will prepare a figure depicting the interpreted limits of the SEH area and proposed location of temporary fencing and warning signs to be used as an interim control. This drawing will be communicated to the Town, DEEP, and EPA for comment. Once approved by the regulators, Tighe & Bond will assist the Town in preparing a scope of work for use in procuring a fence installation contractor. We anticipate that the Town will solicit bids using their standard bidding and contract documents and that we will not be required to develop a traditional "Bid Package" or contract for this work. Our services under this Task will include preparatory communications with the Town, contractors, and regulators; contractor submittal review; and documenting the installation of the temporary controls. Observation of the fence installation will be limited to a kickoff meeting, two two-hour site visits to review progress, and a final inspection and preparation of a punch list.

A summary of the interim control installation activities will be provided to the Town, DEEP, and EPA. The summary will include appropriate figures and photographs as necessary to document the installation.

### **Task 3 – PCB Cleanup Plan**

Tighe & Bond will prepare a PCB Cleanup Plan to address soil contamination identified in the north west side of the property, referred to above as the SEH area and operational parts of the WWTP. The Cleanup Plan will be prepared in accordance with TSCA requirements and will incorporate aspects of both Self-Implementing and Risk-Based cleanup options, as per 40 CFR761.61 (a) and (c), respectively. The Cleanup plan will also be prepared in a manner that satisfies the DEEP PCB cleanup requirements under Section 22a-463 to 22a-469 and the Remediation Standard Regulations (RSRs) as they apply to PCBs cleanup. The Cleanup Plan will be submitted to the Town for review, comment and approval prior to being submitted to DEEP and EPA.

The PCB Cleanup Plan will likely include a means by which PCB impacted soils can be left in place at the site, potentially by rendering them inaccessible or by installing an Engineered Control (EC) as a cap. If PCB impacted soils are left in place, an Environmental Land Use Restriction (ELUR) and Deed Restriction (separate EPA requirement) will also need to be filed on the land records. Preparation of the EC design and applications, ELUR, and Deed Restriction cannot be completed until the PCB Cleanup Plan is approved by DEEP and EPA, which can greatly affect the scope of each document. For this reason, we have not included costs to prepare these documents in this proposal.

Following their review, the regulators will likely request additional information, clarification, and/or revisions to the Cleanup Plan, as is common and has been our experience working on similar projects. This proposal includes 20 hours of effort from the project Licensed Environmental Professional (LEP) to respond to such inquiries and make appropriate revisions to the Cleanup Plan. Should more extensive revisions or communications be necessary it will be brought to the Town's attention and addressed through a contract amendment.

### **Task 4 – Technical On-Call Consulting Services**

Tighe & Bond has provided LEP consulting services to assist the Town in project management, provide advice as necessary in managing contaminated soils, communications with legal counsel, and negotiation with DEEP and EPA. We anticipate that such services will be required going forward as the Town advances the project towards regulatory closure of the SEH and further site cleanup. Specific services included in Task 4 are listed below:

- Communications with the Town, Contractor, and legal counsel regarding assessment, remediation and regulatory compliance activities including the SEH condition and NOV.
- Communications with the Town, DEEP, EPA, Residents and/or other stakeholders regarding soil and/or groundwater contamination at the WWTP. Communications may include telephone calls, emails, in-person and conference call meetings.
- Remediation planning and communication with EPA and DEEP for managing PCB contaminated soils located below the groundwater in the SEH area.
- This Task is also intended to allow flexibility to respond to various tasks that could otherwise be considered out of scope such as additional sampling, reporting, design adjustments, etc.

## Services Not Included

The following tasks are not included in the Scope of Services.

- The Contractor is responsible for site Health and Safety and environmental protection including dust control, contaminated materials management, sedimentation and erosion controls, and protection of existing on and off-site features to remain including the adjacent properties, streets, wetlands and WWTP infrastructure. Tighe & Bond assumes no responsibility for the Contractor's action or inaction.
- Assessment and cleanup planning or actions at the Fire Training Center, nearby residential properties, surface waters, sediments, marshland outside the former drying beds, and any other off-site areas are not included.
- Wetland delineation services are not included.
- Monitoring well elevation survey services are not included as they have previously been provided by the Town.
- Permitting costs are not anticipated or included.
- Remediation observation, soil or groundwater sampling, and reporting not specifically included in the Scope of Services.

## Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$202,000. We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the Company's standard billing rates. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors and materials purchased directly for this project will be invoiced at cost plus ten percent.

In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement. The included schedule and fees are based on the above scope of services and assumptions. The schedule includes reasonable allowances for review and approval times by applicable parties. This schedule may need to be adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by you, or for delays or other causes beyond our reasonable control, including delays due to Force Majeure, including those delays that may incur due to the COVID-19 pandemic.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the Town a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

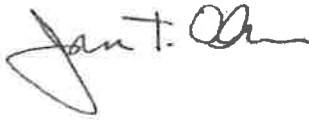
Task	Labor	Expenses	Total
Task 1 – PCB Assessment	\$64,000	\$93,000	\$157,000
Task 2 – SEH Interim Control Planning	\$4,900	\$100	\$5,000
Task 3 – PCB Cleanup Plan	\$25,000	\$0	\$25,000
Task 4 – Technical On-Call Consulting Services	\$15,000	\$0	\$15,000
<b>Total</b>	<b>\$108,900</b>	<b>\$93,100</b>	<b>\$202,000</b>

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact Harley Langford at 860 704-4781 or [hlangford@tighebond.com](mailto:hlangford@tighebond.com) or Jim Olsen at (860) 704-4761 or [jtolson@tighebond.com](mailto:jtolson@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

**ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Enclosures: Terms & Conditions (Rev. 4/2020)

F-0439  
October 8, 2020

Brian Carey  
Conservation Director  
Town of Fairfield  
Old Town Hall  
611 Old Post Road  
Fairfield, Connecticut 06824

Re: **Proposal for Environmental Consulting Services  
Additional Site Investigations  
Second List of 21 Sites**

Dear Mr. Carey:

Tighe & Bond is submitting this proposal to the Town of Fairfield for environmental consulting services related to additional investigations at the Second List of 21 Sites. The Scope of Services outlined herein is intended to provide the Town with environmental consulting services for further investigation and delineation of impacted soils, statistical evaluations, and to support remedial planning.

## **Scope of Services**

We have developed the following anticipated Scope of Services for this project based on our discussions:

### **Task 1 - LEP and HBM Consulting Services**

At the Town's request, Tighe & Bond is proposing to provide Licensed Environmental Professional (LEP) and Hazardous Building Material (HBM) consulting services on an hourly/on-call basis to assist with project management and to provide advice as necessary to assist with the fill issue. Services may include the following:

- Communications with the Town, CT Department of Health (CTDPH), CT Department of Environmental Protection (CTDEEP), US Environmental Protection Agency (EPA), and other stakeholders. Communications may include telephone calls, emails, in-person and conference call meetings.
- Preparation of Data Reports for submittal to CTDEEP.
- Revision of Conceptual Site Model (CSM) that was submitted to CTDEEP.
- Preparation of Hazardous Building Materials submittal to the CTDEEP and CTDPH.
- Discussions with CTDEEP on remedial approach for Old Dam Rd/Tennis Facility.
- Assist in negotiating Consent Order with CTDEEP.

### **Task 2 - Additional Fill and Soil Investigations**

A sampling plan has been developed to further investigate and delineate impacted fill and soil on the second list of 21 sites where exceedances of cleanup criteria were found. This information in turn will be used for statistical evaluations, further delineation of fill limits, management, and remedial planning. The specific sites, numbers of samples, and laboratory analyses included in the Scope of Services are listed in Table 1.

Results of the investigations will be summarized in tables and sampling locations will be identified on maps and included in a data packet. E-mail reports with the results and recommendations will be sent to the Town on a timely basis.

**Fee**

Tighe & Bond will perform the Scope of Services noted above for a not-to-exceed fee of \$71,100. A detailed breakdown is provided in Table 2 and summarized below:

Task 1 - LEP and HBM Consulting Services	\$14,750
Task 2 - Additional Fill and Soil Investigations	\$46,350
Contingency	\$10,000

A contingency of \$10,000 has also been included if investigations are required which are beyond which is proposed in Table 1.

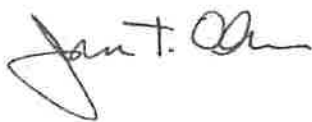
We will undertake this work on an hourly plus expense basis and you will be billed in accordance with the enclosed rates schedule. Reimbursable expenses performed by other than Tighe & Bond employees, such as subcontractors, materials purchased directly for this project, and permitting fees will be invoiced at cost plus ten percent. In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.

If this proposal is acceptable, please forward and executed copy of this letter as authorization to proceed. Should the Town prefer issuing its standard purchase order format, it should be understood that services will be rendered in accordance with the enclosed terms and conditions.

Thank you for the opportunity to provide our services and we look forward to working with you on this very important project. If you have any questions or comments, please contact me at (860) 704-4761 or [jtolsen@tighebond.com](mailto:jtolsen@tighebond.com).

Regards,

**TIGHE & BOND, INC.**



James T. Olsen, PG, LEP  
Vice President

**ACCEPTANCE:**

On behalf of the **Town of Fairfield** the scope, fee, and terms of this proposal are hereby accepted.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Enclosures: Table 1 – Investigation Summary  
Table 2 – Estimated Level of Effort  
Terms & Conditions – REV 04/2020  
2020 Rate Schedule



**Table 1**  
**Investigation Summary**  
Fairfield Fill Sites  
Fairfield, CT  
Date: October 8, 2020

Site Name	Analyses						Notes
	PCBs	Arsenic	PAHs	SPLP PAHs	Lead	Asbestos PLM	
Beach Road			12	2			Attempting statistical compliance with Res DEC and GB PMC instead of Remediation
Hillside Road Curb Project		50					Analyze up to 8 samples at each of the 6 locations with arsenic exceedances. Road/curb project PAHs not analyzed.
Perry Street	9	22	14				One sample contained PCBs at concentrations below criteria. Most exceedances were PAHs and Arsenic. Millings and asphalt fragments present in the material.
McKinley	12	22	30	2	12	12	Includes 12 additional samples for PAH, arsenic, lead, ACM and PCB analysis in the soccer field
Hoydens Hill	15	20	20	2	12		Only PCBs analyzed previously. Additional analyses needed for PAHs, Arsenic and Lead. Delineate PCBs.
Mill Hill Road	7						Road/curb project. PAHs not analyzed
Frank Rice Senior Trail	7		20				PAH analyses not conducted on trails. Collect 20 samples for statistical use if needed. Asphalt millings observed on trail.
	43	114	76	6	24	12	



Table 2  
Estimated Level of Effort Breakdown  
Second List of 21 Sites - Additional Site Delineation  
Fairfield, CT

Task	Hourly Rate	Manhours					Staff Engineer 1	Admin	Total Hours	Cost
		Project Director	Senior Env. Scientist 2	Project Env. Scientist 2 (BS)	Project Env. Scientist 2 (MS)	Project Env. Scientist 2 or GIS (GG/LC)				
Task 1 - LEP and HBM Consulting Services										
1.1 On-Call Support		60		10						\$14,750
	<b>Total Hours</b>	60	0	10	0	0	0	0	70	\$14,750
Expenses	Mileage									
	<b>Task 1 Subtotal =</b>									\$14,750
Task 2 - Additional Fill Investigation/Delineation - Assumes 6 Remaining Sites										
3.1 Site Observations		8		8					16	\$2,800
3.2 Surficial Sampling Oversight				50			50		100	\$11,250
3.3 Test Pit Sampling Oversight				10			10		20	\$2,250
3.4 Data Analysis & Reporting		20		20	20	20	10		90	\$13,000
	<b>Total Hours</b>	28	0	88	20	20	70	0	226	\$29,300
Expenses	Laboratory Equipment & Mileage									\$15,000
										\$2,050
	<b>Task 2 Subtotal =</b>									\$46,350
	<b>Total Project Cost</b>									\$61,100
<b>Total Hours</b>		88	0	98	20	20	70	0	296	

## MEMORANDUM

**TO: MEMBERS OF THE FAIRFIELD RTM**

**CC: MEMBERS OF THE FAIRFIELD BOE  
MICHAEL CUMMINGS, SUPERINTENDENT OF SCHOOLS  
COLLEEN DEASY, EXECUTIVE DIRECTOR OF PERSONNEL  
AND LEGAL SERVICES**

**FROM: ATTORNEY STEPHEN M. SEDOR, ATTORNEY FOR BOE**

**RE: 2021-2024 TEACHERS' CONTRACT**

**DATE: NOVEMBER 30, 2020**

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Greetings:

The Board of Education (the "Board") has approved a new three-year successor contract (the "Contract") with the Fairfield Education Association (the "FEA"). The details of this Contract are summarized below.

I. Current Salary Information:

- For the base year (2020-2021), there are 921 full-time equivalent teachers.
- The salary obligation for the base year is \$85, 853, 207.

II. Cost of Increment:

- There are 19 steps in the Teachers' Contract. This is the highest number of steps in any contract in Fairfield County and DRG B.
- The projected cost of increment over the 3 years of the Contract is 6.59%. In other words, the projected cost to have each teacher who is not at Step 19 (the top or "max" step) to advance one step each year is 6.59%, broken down as follows:

○ 2021-22:	2.32% (\$1, 995, 963)
○ 2022-23:	2.23% (\$1, 956, 060)
○ 2023-24:	2.04% (\$1, 831, 921)

TOTAL: 6.59% (\$5, 783, 944)

### III. Salary Settlement:

The salary settlement for this Contract is 8.36% over 3 years (8.598% compounded). It is lower than 14 of the 19 settlements that have resulted in contracts of a 3-year duration or more. The wage settlement is structured as follows:

- Step plus 1.0% GWI to those at top step only (year 1);
- Step plus 1.2% GWI to those at top step only (year 2); and
- Step plus 1.2% GWI to those at top step only (year 3).

In monetary terms, the settlement breaks down as follows:

YEAR	AMOUNT FROM STEP	AMOUNT FROM GWI	TOTAL NEW MONEY	SALARY OBLIGATION
2020-21				85, 853, 207
2021-2022	1,995,963	391,822	2,387,785 (2.78%)	88,240,993
2022-23	1,956,061	555,835	2,511,896 (2.85%)	90,752,889
2023-24	1,831,921	649,983	2,481,904 (2.73%)	93,234,793
TOTAL	5,783,945	1,597,640	7,381,585	

### IV. 2020 Teacher Settlements:

Fairfield's settlement is lower than 14 of the 19 settlements of contracts that were of a duration of 3 years or more. Set forth below is a chart showing the public settlements for teachers' contracts thus far during this negotiation cycle.

2020 PUBLIC TEACHER SETTLEMENTS

DISTRICT/DRG	2021-22	2022-23	2023-24	TOTAL 3-Year	4 <sup>TH</sup> YEAR
Fairfield (B)	2.78	2.85	2.73	8.36*	
Glastonbury (B)	3.08	3.22	3.06	9.36	2.8
Vernon (G)	2.87	3.0	2.95	8.82	2.94
Mansfield (C)	2.8	2.83	2.88	8.51	
Bolton (C)	2.97	2.51	2.97	8.45	
Andover (C)	2.99	2.97	2.7	8.84	2.7
Newington (D)	2.99	2.98	2.98	8.95	
Norwich (H)	2.95				
Westbrook (E)	2.86	2.63			
Woodstock (E)	3.19				
Eastford (E)	2.22	2.47	3.3	7.99	
New Milford (D)	2.5				
Plymouth (F)	2.61				
Bethany (C)	2.53	3.01	3.08	8.62	
Cheshire (B)	1.75	2.56	2.79	7.1	3.02
Redding (A)	2.21	2.63	2.96	7.8	2.52
Oxford (C)	2.6	2.85	3.25	8.7	
Salisbury (E)	3.0	3.0	3.0	9.0	
Region 6 (E)	4.25	4.25			
Region 9 (A)	1.32	2.25	1	4.57	
Easton (A)	2.86	2.9	2.74	8.5	
Region 8 (C)	3.63				
Granby (B)	2.52	3.1	3.11	8.73	
Sprague (F)	2.8	2.92	2.78	8.5	
Canton (C)	2.38	3.06	3.18	8.62	
Plainfield (G)	2.2	2.8			
West Haven (H)	3.57	3.27	2.0	8.84	
Bristol (G)	2.84				
Average for all districts by year	2.759	2.912	2.814	8.49	
Average for 3-year Contracts	2.645	2.86	2.814	8.33**	

\*Fairfield's total settlement is lower than 14 of the other 18 school district's settlements who entered into a 3-year (and plus) settlement this year.

\*\*Removing the outlier of Region 9 increases the state average of public settlements to 8.54%.

V. Insurance:

The Board shall continue to provide insurance through the State Plan 2.0. The teachers currently pay 23% in premium cost share ("P.C.S."). This is the highest P.C.S. in Fairfield County and in DRG B. The Contract settlement increases the P.C.S. by .5% each year (23.5% in year 1; 24% in year 2; 24.5%). The P.C.S. for dental insurance will also increase by .5% per year. Given the fact that the P.C.S. is already very high comparatively, this is a favorable increase. It is estimated that it will allow for a cost transfer of approximately \$110,000 per year in the insurance costs.

VI. Language and Work Rule Changes:

The parties reached a fair agreement with respect to work rules changes. The teachers began with approximately 50 total proposals when considering each proposal and "sub-proposal." However, the primary work rule changes related to the use of personal days and sick days.

Personal Days:

The Board made important changes to the use of personal days in the new Contract. Teachers currently receive 5 personal days, 1 of which is a private or "no tell" day in which they do not have to give a reason for the absence. They may also receive 10 additional days, at the discretion of the administration, but their pay for those days is their salary minus substitute teacher costs. The changes in this Contract as to personal days are as follows:

- (1) Personal days were reduced from 5 to 3, 2 of which may be private days;
- (2) Teachers may not use a private "no tell" day on (i) professional development days, (ii) on days that are tandem to a holiday or long weekend; or (iii) on any days in May and June.
- (3) The number of personal days minus sub pay was reduced from 10 to 3.

Sick Days:

The Board and the FEA negotiated a fair use of sick time. By statute, teachers are granted 15 sick days on July 1 and may accumulate up to 150 days. Currently, the teachers must provide a doctor's note after 10 consecutive absences. Moreover, the teachers must use a personal day (they are not permitted to use a sick day) if they have a doctor's appointment or surgery and/or if one of their family members are sick. The primary changes in the new Contract give the teachers the ability to use sick days in such situations up to a limited extent.

Specifically, the changes to the sick day sections are as follows:

- (1) A doctor's note may now be required after only 5 consecutive absences;
- (2) Teachers will be able to use up to 5 sick days for their own doctor's appointments or for the day(s) of their own surgery(ies);

- (3) Teachers may use up to 5 sick days to care for a sick family member living in the household; and
- (4) Teachers may use up to an additional 5 sick days to care for a sick family member living in the household if the teacher would be eligible for FMLA leave under those circumstances. (In other words, the child or sick family member must have a “serious health condition” that qualifies for leave under the FMLA).

Miscellaneous:

- The Teachers may request an additional 3 hours of time to set up their classrooms at the beginning of the year.
- Under the current Contract, teachers may take a child-rearing leave through the end of the school year in which the child is born, plus another full school year. The new Contract shortens the length of such leave to the end of the year in which the child is born, plus another one-half of a school year.

Thank you for your attention.

Very truly yours,

Stephen M. Sedor



# FAIRFIELD PUBLIC SCHOOLS

Colleen Deasy, Esq.  
Executive Director of Personnel & Legal Services  
cdeasy@fairfieldschools.org

November 25, 2020

Betsy P. Browne, Town Clerk  
Town Clerk's Office  
Old Town Hall  
611 Old Post Road  
Fairfield, CT 06824

Re: **Fairfield, CT Collective Bargaining Agreement with Fairfield Education Association**

Dear Ms. Browne:

Pursuant to Connecticut General Statutes §10-153d, enclosed please find a copy of the successor collective bargaining agreement that has been ratified by the Fairfield Education Association (the "FEA") and approved by the Fairfield Board of Education. The FEA is the exclusive bargaining representative of the teachers in the Fairfield Public Schools. A copy of this agreement is also being filed with the State Department of Education as required by Connecticut General Statutes §10-153d.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,

Colleen Deasy,  
Executive Director  
Personnel and Legal Services

Enclosures

RECEIVED

NOV 25 2020

TOWN CLERK'S OFFICE  
FAIRFIELD, CT

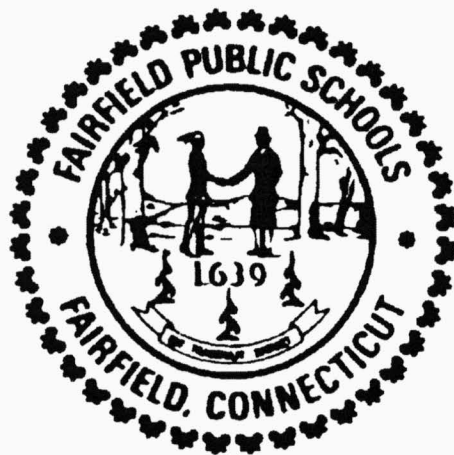
**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**FAIRFIELD BOARD OF EDUCATION**

**AND**

**FAIRFIELD EDUCATION ASSOCIATION**



**TOGETHER WITH RELATED**

**ADMINISTRATIVE AND BOARD OF EDUCATION POLICIES  
OF THE**

**FAIRFIELD PUBLIC SCHOOLS**

**JULY 2021 – JUNE 2024**



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## **COMPREHENSIVE DOCUMENT**

This booklet contains the Comprehensive Document developed between the Board of Education of Fairfield and the Fairfield Education Association, which is recognized by the Board of Education of Fairfield as the bargaining agent for the teaching staff of Fairfield Public Schools.

The Comprehensive Document is divided into two parts as follows:

### **Part 1**

Collective Bargaining Agreement negotiated by the Board of Education and the Fairfield Education Association effective July 1, 2021 and terminating June 30, 2024, containing herewith otherwise referenced documents.

### **Part 2**

Board/Administrative policies and memorandum. Throughout the document, those Policies are designated with an asterisk (\*). They are not part of the contract but are noted throughout in order to reference topics in a common location.

## **PART 1**

### **COLLECTIVE BARGAINING AGREEMENT**

#### **PREAMBLE**

##### **Collective Bargaining Agreement**

The Board of Education of Fairfield (hereinafter called "Board") and the Fairfield Education Association (hereinafter called the "Association") recognize that, among the Board, the Superintendent and the Association, there currently exists a harmonious working relationship. This relationship is predicated on co-operation and good faith and is structured to ensure the best interest of public education in Fairfield.

In developing this Collective Bargaining Agreement, the Association recognizes the legal authority of the Board; the Board and the Association recognize the legal responsibility of the Superintendent to the Board and to the professional certified staff; the Board and the Superintendent recognize the Association and its statutory right to negotiate salaries and conditions of employment for the professional certified staff.

#### **ARTICLE I** **RECOGNITION**

1. The Board hereby recognizes the Fairfield Education Association as the exclusive representative of the teacher group of certified professional employees of the

Board, and of those employees holding Durational Shortage Area Permits (DSAP), except as excluded by Connecticut General Statutes Section 10-153b as amended; the Association having been designated pursuant to a designation petition certified by the Board of Education on December 20, 1965, and reaffirmed in a Representation Election held May 17, 1983. All of the provisions of the Agreement except Article V, Separation and Recall Procedure, apply to DSAP's.

2. The Board agrees that it will not negotiate or confer with any individual or organization of teachers, other than the Fairfield Education Association as long as said Association retains organizational recognition status.

## **ARTICLE II**

### **PROCEDURE FOR CONDUCTING NEGOTIATIONS**

Upon a request of either party for a meeting to open negotiations, a meeting shall be held not more than 15 calendar days following such a request, unless mutually postponed by the parties.

This Agreement shall constitute the policy of the Board and the Association in the subject areas covered by the Agreement for the duration of the Agreement unless changed by the consent of the parties to this Agreement. Previously adopted policies, rules or regulations in conflict with this agreement are superseded by this Agreement. Nothing in this Agreement which changes pre-existing Board of Education Policy will have retroactive applicability or operation.

#### **Translations Due to Changes**

If during the life of this contract, substantial changes in the school organization, instructional practices and/or program structures should render the language in any part of this contract inappropriate, the following shall occur:

- a. Either party may submit a written request for a meeting to translate the contract provisions in question into appropriate language.
- b. Within five days of receipt of such request, a meeting shall occur between the Superintendent and the FEA President and/or their designees to translate the contract provisions in question into language appropriate to the new situation.
- c. If within thirty days of the first meeting, the parties cannot reach an agreement, then the issue of translation shall be submitted to binding arbitration. A single arbitrator shall be mutually agreed upon, or failing that, shall be assigned from the CT. State Department of Education approved list of interest arbitrators. Said single arbitrator shall render his/her decision based on the criteria cited in C.G.S. 10-153f (c).

- d. The parties acknowledge that the high school schedule may be modified during the term of this Agreement (trimester, block schedule, etc.) and such may trigger an obligation to bargain the impact of any said change.

### **ARTICLE III**

#### **RIGHTS AND RESPONSIBILITIES OF THE BOARD**

Subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities, to control, supervise and manage the public schools of the Town of Fairfield and its professional staff under governing laws, ordinances, rules and regulations - Municipal, State and Federal.

### **ARTICLE IV**

#### **DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

##### **BASIC TEACHING RESPONSIBILITIES**

The basic teaching assignment for all levels shall include:

- a. All scheduled teaching assignments during the school day, together with the usual assignments as the supervision of home rooms, study halls, guidance periods, cafeteria, playground, bus, student activity proctoring and special assignments because of emergencies created by the absence of teachers or by other unusual circumstances.
- b. All activities relevant to good teaching and professional status such as planning and preparation of work and homework, construction and correction of tests, evaluation of student work, extra help periods, and the completion of all requested reports related to the teaching process.
- c. All activities related to the development and maintenance of good school program, including desirable community relations such as faculty, house, subject area, grade level, committee or subcommittee meetings; responsibility for assembly program; sponsorship of clubs, councils and intramurals; parent conferences; special PTA and open house programs; and student programs for parent audiences. Such duties shall be shared as equally as possible by all members of the staff.

## **4.1 ELEMENTARY DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

### **4.1.1 Preparation Time**

All certified teachers in the elementary schools will be provided with an average of forty continuous minutes or a class period (whichever is greater) of daily preparation time which shall occur during normal working hours, excluding wrap-around time.

Certified teachers in the elementary schools will be compensated for any loss of preparation time below 150 minutes per week. Said compensation shall be computed at the curriculum rate for such teachers. Exceptions to this clause may be made, on a reasonable basis, for emergencies which arise during the school day or in situations where the lack of preparation time is due to the failure of a specialist to notify the building principal of his/her absence by 7:15 a.m.

### **4.1.2 Duty Free Lunch**

All elementary teachers shall have at least 30 minutes continuous duty free lunch period.

### **Class Size and Staffing Adequacy**

The parties agree that, subject to legal and contractual limitation, the matters of class size and staffing adequacy are subject to the ultimate judgment of the Board of Education. The Board of Education agrees that prior to increasing the existing elementary class size average more than ten percent (10%) above the 1973-74 average class size, it will notify the Fairfield Education Association and give the Fairfield Education Association representatives an opportunity to discuss such modifications or changes.

- a. Special Education Intensive or Self-Contained\*
- b. Special Education - Resource\*

### **4.1.3 Elementary Class Size (Board Policy #6151)\***

#### **4.1.4**

The number of direct student contact teaching hours for 1.0 FTE elementary art, world language, teachers is 25.8 hours in a six day rotation, with corresponding reductions of hours per weeks proportionate to reduction in F.T.E. status (e.g.: .1 FTE teaching load is 2.15 hours per week.)

This direct student contact teaching time may be divided into a varying number and length of classes per week at the discretion of administration; provided however that no class shall

be scheduled for a length less than thirty (30) minutes, except for World Language which shall not be less than twenty-five (25) minutes.

For music and physical education teachers, direct student contact time is as follows:

Physical Education	Music
0.1 = 3 classes	.1 = 3 classes
0.2 = 7 classes	.2 = 7 classes
0.3 = 11 classes	.3 = 11 classes
0.4 = 15 classes	.4 = 14 classes
0.5 = 19 classes	.5 = 18 classes
0.6 = 23 classes	.6 = 22 classes
0.7 = 27 classes	.7 = 26 classes
0.8 = 30 classes	.8 = 29 classes
0.9 = 34 classes	.9 = 33 classes
1.0 = 38 classes	1.0 = 37 classes

Adaptive Physical Education: A single 30 minute class over a Five Day Schedule.

Pre-School Art, Music and Physical Education: A single 20 minute class over a Six Day Schedule.

Early Childhood Center Physical Education: Two 30 minute classes over a Six Day Schedule.

In addition, Elementary art teachers shall have one and one half hours per week of non-instructional time for the performance of art related building responsibilities.

## **4.2 MIDDLE SCHOOL DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

### **4.2.1 Community Approach**

When students are organized in communities, the size of the community shall not exceed 120 students. This load applies to the core instructors – English, Social Studies, Science, and Mathematics, except for sixth grade wherein the Reading instructor shall also be included. Where the team determines that it may be in the best interest of the children to deviate from the 120 for grouping purposes such shall be accommodated within this community size in accord with Item 4.2.5 below.

### **4.2.2 Student Load and Class Size**

- a. Student load for middle school teachers (6-8) shall not exceed the following:

Art	120
Computer	110
World Language	110
Health	125 per day
Home Economics	
Lab	90
Non-Lab	120
Industrial Arts/Technology	
Shop	90
Drafting	120
Music	
General	150
Theory, History & Appreciation (30 per class)	120
Band, Orchestra, Choir, Chorus (No more than 5 assigned periods)	
Physical Education	150 per day

Student load shall be interpreted in accordance with the past practice of the parties.

- b. When students are not organized in communities, student load shall be pursuant to the loads for grades 9-12 as found in 4.3.1 below.

#### **4.2.3 School Counselors**

Within the middle school, there shall be at least one school counselor per grade. If the individual's student load is less than 150 or exceeds 250 students, the contract may be reopened for negotiations, but said negotiations will not be subject to binding arbitration.

#### **4.2.4 Special Education - Middle School\***

- a. Student load - Special Education Resource
- b. Student load - Special Education Intensive or Self-contained

#### **4.2.5 Student Load Excess**

If, any time after October 1, a teacher is assigned more students than allowed by the student load maximum, it shall be the responsibility of the teacher to notify the FEA president who shall request a meeting with the building principal and the teacher involved to discuss the reason(s) for such excess.

- a. If it can be shown that the overage is necessitated by the enrollment of new students in a school after July 1, the overage shall be permitted as long as

the individual teacher's student load does not exceed the contractual maximum by more than 5%.

- b. If the excess is caused by other factors, it shall be permitted unless the FEA submits a written exception to the Superintendent or designee within five working days of the meeting.
- c. Failure to file an exception to a specific overage shall not be considered as precedent setting nor shall it be applicable to any other situation.

#### **4.2.6 Grade 6 Foreign Language**

Effective 1994-95, if there are shortened periods for foreign language Grade 6, the teaching load can be increased in inverse proportion to the length of the instructional period; each child will count proportionally less toward the teacher's total load.

#### **4.2.7 Preparation Periods**

Full-time teachers shall have one class period of continuous, unbroken time per day or five (5) periods per week as a preparation period, which shall occur during normal working hours, excluding wrap-around time. If within the school day an emergency arises which necessitates that a teacher be required to cover another class or extra duty assignment during his/her scheduled preparation periods, the provisions of the previous sentence are waived.

#### **4.2.8 Secondary Class Size (Board Policy )\***

#### **4.2.9 Class Coverage - Middle School:**

If an administrator requests a teacher to cover a class for another teacher, in a non-emergency situation, the teacher covering the class shall be relieved of a duty.

### **4.3 HIGH SCHOOL DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS**

#### **4.3.1 Student Load and Class Size**

Student load for high school teachers (grades 9-12) shall not exceed the following:

Art	125
Business Education	125
Counselor	250
English	110



Foreign Language	110	
Health	130 per day	
Home Economics		
Lab	95	
Non-Lab	125	
Industrial Arts/Technology		
Shop	95	
Drafting	125	
Mathematics	125	
Music		
General	155	
Theory, Hist. & Appreciation	125	(30 per class)
Band, Orchestra, Choir, Chorus		
(No more than 5 assigned periods)		
Physical Education	155 per day	
Science	110	
(24 students max in lab class)		
Social Studies	125	

Student load shall be interpreted in accordance with the past practice of the parties.

#### **4.3.2 Student Load Excess**

If, any time after October 1, a teacher is assigned more students than allowed by the student load maximum it shall be the responsibility of the teacher to notify the FEA president who shall request a meeting with the building principal and the teacher involved to discuss the reason(s) for such excess.

- a. If it can be shown that the overage is necessitated by the enrollment of new students in a school after July 1, the overage shall be permitted as long as the individual teacher's student load does not exceed the contractual maximum by more than 3%.
- b. If the excess is caused by other factors, it shall be permitted unless the FEA submits a written exception to the Superintendent or designee within five working days of the meeting.
- c. Failure to file an exception to a specific overage shall not be considered as precedent setting nor shall it be applicable to any other situation.

#### **4.3.3 Secondary Class Size (Board Policy)\***

#### **4.3.4 Special Education - High School\***

- a. Student load - Special Education Resource

- b. Student load - Special Education Intensive or Self-contained

#### **4.3.5 Preparation Periods- High School**

Full-time teachers shall have one class period of continuous, unbroken time per day or five (5) periods per week as a preparation period. Under a block schedule, full-time teachers will have one-mini block of continuous, unbroken time per day or five (5) mini-blocks per week as a preparation period, which shall occur during normal working hours, excluding wrap-around time. If within the school day, an emergency arises which necessitates that a teacher be required to cover another class or extra duty assignment during his/her scheduled preparation periods, the provisions of the previous sentence are waived.

#### **4.3.6 Duty Period Adjustments- High School**

The Administration shall make reasonable efforts to equalize duty periods and non-instructional duties. If a high school teacher has twenty six (26) or more instructional periods for the week, school administration shall make a reasonable effort to reduce the number of duties or non-instructional periods assigned to any such teacher.

#### **4.3.7 Teaching Preparations- High School**

Prior to assigning a secondary school teacher to more than three (3) different preparations (except where additional subjects or preparations are requested by the teacher in writing) school administration shall review the master schedule to determine whether any such additional preparation may be assigned to another teacher who currently has fewer than three (3) preparations. The administration will make a reasonable effort to adjust assignments based on that determination.

#### **4.3.8 Class Coverage - High School:**

If an administrator requests a teacher to cover a class for another teacher, in a non-emergency situation, the teacher covering the class shall be relieved of a duty.

### **4.4 WORKING CONDITIONS FOR PART-TIME STAFF AND SHARED STAFF**

#### **4.4.1 Teaching Assignment**

- a. Part-time Staff: The teaching and duty assignment for part-time staff shall be proportional to that of a full-time equivalent teacher.

- b. Shared Staff: In circumstances where a teacher is assigned in two or more buildings, the following shall be complied with to allow the most effective implementation of the teaching assignments.
  - i. The student load of a shared teacher shall be proportional to that of a full-time equivalent teacher as defined in Article IV, Section 4.2 subsection 4.2.2 (a) (b) (c).
  - ii. Teachers may be assigned to non-teaching duties in proportion to their teaching assignment.
  - iii. Staff have a responsibility to participate in parent conferences, building and system-wide meetings. The need for exception to this should be discussed with the administrator involved.
  - iv. Shared staff will be provided reasonable time for travel between buildings.

#### **4.5 TEACHER EVALUATION AND PERSONNEL FILE**

##### **4.5.1 Evaluation (Administrative Policy)\***

See evaluation document entitled Educator Professional Growth Plan. A copy of this publication can be obtained from the Human Resources Office. According to Connecticut General Statute §10-151b, any claims of failure to follow the established procedures of this Program shall be subject to the grievance procedure of Article XI.

##### **4.5.2 Personnel File**

The Superintendent will be responsible for the maintenance of personnel files in accordance with Connecticut General Statutes, Section 10-151 a. (as amended).

Each professional employee certified by the State Board of Education and employed by any local or regional board of education shall be entitled to knowledge of, access to, and upon request, a copy of supervisory records and reports of competence, personal character and efficiency maintained in such employee's personnel file with reference to evaluation of performance as a professional employee of such board of education.

#### **4.6 FACULTY AND DEPARTMENT MEETINGS (ADMINISTRATIVE POLICY)\***

#### **4.7 PROMOTION OF STAFF MEMBER (ADMINISTRATIVE POLICY)\***

#### **4.8 EARLY LEAVE POLICY (ADMINISTRATIVE POLICY)\***

## **4.9 PERMISSIBLE ABSENCES**

### **4.9.1 Sick Leave**

- a. All regular employees shall be allowed full days for absence due to personal illness not to exceed fifteen (15) days in each school year. Unused sick leave may be accumulated from year-to-year, provided however, that the maximum of such accumulation shall not be more than one hundred fifty (150) days. A doctor's certificate may be required in the case of any absence due to illness over five (5) consecutive school days.
- b. The Fairfield Board of Education will observe in reference to pregnancy (disability) and childbirth leaves the provisions as outlined in the Connecticut General Statutes and as it may be amended from time-to-time.
- c. All regular employees shall be allowed up to twenty (20) days of his/her accumulated sick leave for the purpose of adoption of a minor child.
- d. All regular employees may use up to 5 sick days per year for a teacher's own doctor's visit and/or for the day of a teacher's surgery(ies).
- e. All regular employees may use up to 5 sick days per year to care for a sick family member (spouse, child, or relative residing in the teacher's household). A sick day to care for a child may be used only when the child cannot attend school because the child is sick. A sick day to care for a spouse may be used because the spouse either cannot work or provide care for himself/herself due to illness.
- f. In addition to section 4.9.1(e) above, regular employees may request up to an additional 5 sick days to care for a sick family member if the teacher would be eligible for leave to provide such care under the Family and Medical Leave Act ("FMLA"). The teacher may be required to provide a doctor's note to support these absences if requested by the school administration.

**4.9.1.1** Notwithstanding the foregoing limitations, the Superintendent may allow sick leave with full pay according to the following guidelines:

- a. Up to thirty (30) additional days for employees with one to five years of service.
- b. Up to sixty (60) additional days for employees with five to ten years of service.

- c. Up to ninety (90) additional days for employees with ten or more years of service.

The Board of Education may allow any teacher with more than five years of service additional sick leave with pay equal to the difference between the regular salary of such teacher or supervisor and the pay of his/her substitute.

However, no such leave shall extend beyond the school year in which it is allowed, and no allowance shall be made without a doctor's certificate.

- 4.9.1.2 Workers' Compensation:** If an employee is absent on workers' compensation, other than related to Connecticut General Statute Section 10-236a, the employee shall suffer no loss of regular pay for up to one calendar year provided that for each work day absent, one third of a sick day will be debited. If an employee has no sick days remaining, the Employee's compensation shall be reduced to the statutory amount.

#### **4.9.2 Personal Absence**

- a. In case of death in the family or immediate household of any regular employee, such employee shall be entitled to leave with full pay for not more than five days.
- b. Up to three (3) days in each school year may be allowed with pay for such absences, which in the opinion of the Superintendent of Schools, are needed to address important personal matters that cannot be reasonably attended to outside of working hours. Two (2) of such days may be private days. Personal days are subject to the following conditions: Only personal days with a reason may be used on the following days (1) on professional development days; (2) days that are tandem to a long weekend or school vacation; and (3) in May and June.
- c. Up to three (3) additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These three (3) days may be made available to the employee with pay equal to the difference between the regular salary and the pay of the substitute. Such absences are to be exclusive of allowable sick leave.
- d. Private days may not be used in May and June.
- e. Any pay loss for an individual on a per diem basis shall be figured at the rate of 1/187 times salary and if this absence is five or more days in length then in addition, loss of Board paid insurance cost will also be deducted for said period. The per-diem rate for 10 ½ month personnel shall be computed at a rate of 1/197 times salary.

**4.9.2.1      Personal or Private Absence Requests** (Administrative Policy)\* For Definition/Examples, see corresponding Administrative Section.

**4.9.2.2      Absence with Full Pay** (Administrative Policy)\*

**4.9.2.3      Absence with Pay Less Substitute** (Administrative Policy)\*

For days taken for reasons stated in 4.9.2.3 Policy Section: If an employee is absent on a non-instructional day and employee has personal days remaining per section 4.9.2(b) then there shall be no substitute pay loss; however, if no personal days remain, substitute pay will be deducted.

#### **4.10    DUTY FREE LUNCH**

All 50% or more FTE teachers shall have a minimum of thirty (30) continuous minutes of duty free lunchtime per day. Such lunch period shall be allocated in addition to the teacher's preparation period.

#### **4.11    TRANSFER**

A transfer is a change from one supervising unit to another. Any transfer shall be at the discretion of the Superintendent in the best interests of the school system.

The interests of the students and the educational program are paramount in the assignment of certified personnel. Transfers shall be made after every reasonable effort has been made to make staff aware of opportunities which may exist for voluntary transfers and to meet the requests and preferences of the individual staff members.

When a vacancy is known for the ensuing school year causing the administration to seek candidates from outside the district, the Human Resources Administrator will notify the FEA president. Present employees interested in being considered candidates will be provided an opportunity to be interviewed.

Although the Board and Association recognize that some involuntary transfer of certified personnel is unavoidable and in the system's best interest, they also recognize that frequent transfer of certified personnel can be disruptive to the educational program. The Board will make every effort to avoid repeated involuntary transfers of the same member of the certified staff.

An employee who is involuntarily transferred to another supervising unit solely because of declining enrollment shall have the right to return to their prior position, if it is reconstituted, for one year after the date of their transfer and school has not yet started in the current year.

Any employee affected by a potential transfer will be provided an opportunity to discuss with the Superintendent (or designee) the transfer in advance of the decision.

Notice of transfer shall be given to the teacher as soon as practicable and under normal circumstances not later June 1<sup>st</sup>.

#### **4.12 PROFESSIONAL ATTIRE**

Each member of the bargaining unit shall dress in a professional manner appropriate to his/her assignment.

#### **4.13 Teaching Protection**

The Board of Education shall protect and save harmless any teacher from financial loss and expense, including payment of reasonable expenses incurred for medical or other service necessary as result of an assault on a teacher while he/she was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board of Education, which expenses are not paid by the individual teacher's insurance, worker's compensation or any other source not involving an expenditure by such teacher (C.G.S. 10-236a).

When a teacher is assaulted as a result of his/her employment, the Board will pay his/her full salary, less worker's compensation payments, while absent. These days will not be deducted from the teachers accumulated sick leave.

#### **4.14 Start of School Set Up and Preparation**

All teachers shall be allowed a four-hour block of preparation time during the first three non-student days prior to the start of school for purposes of set up of their classrooms, caseloads and other necessary task to prepare for the start of school. If necessary, teachers may request an additional block of time of 3 hours for moving classrooms, which shall be paid at the applicable curriculum rate. Building based administration will determine which of the three days would be used for set up and preparation, and whether such additional class set up time in addition to the four-hour block above is necessary. The professional development day of the above-referenced three days shall be the same length of the regular work day, as are the other two of the three days.

#### **4.15** Wrap-around time is that part of a teacher work day which is prior to and after the regular student school day when the teacher is required to be present.



**ARTICLE V**  
**SEPARATION AND RECALL PROCEDURE**

**5.1 SEPARATION**

Should reduction of certified personnel within a department or specialty field be necessary, staff will be released in the following order:

- a. Non-tenured teachers
- b. Tenured teachers with Provisional Certification
- c. Tenured teachers with Professional Certification with less than ten (10) years of contractual service in Fairfield Public Schools.
- d. Tenured teachers with Professional Certification with at least ten (10) but less than fifteen (15) years of contractual service in the Fairfield Public Schools.
- e. Tenured teachers with Professional Certification and fifteen (15) years or more of contracted service in the Fairfield Public Schools.

**5.1.1** Where there are more individuals within a category than necessary to reduce, least senior teachers shall be terminated before more senior teachers, provided that those teachers remaining are the most qualified to perform the work available after the reduction, based upon the following criteria: education, certification, unique qualifications, salary status and job description analysis.

No more than the ten (10) least senior teachers at one time within a category will be subject to the process as set forth below:

**5.1.2** In determining those best qualified within a category, the following point system will be used:

**5.1.2.1 Education:**

Has an undergraduate and graduate major directly related to the area of teaching  
10 points

Has either an undergraduate or graduate major directly related to the area of teaching.  
8 points

Has a graduate or undergraduate minor directly related to the area of teaching  
6 points



Has taken more than six graduate semester hours of instruction in the area of teaching. 4 points

Has taken the minimum of six semester hours of instruction to qualify for teaching in a minor field. 2 points

#### **5.1.2.2 Certification:**

Possesses a teaching certificate valid for teaching in areas outside the department or specialty field 5 points

#### **5.1.2.3 Unique Qualifications:**

Within the category, is uniquely qualified by training or experience (i.i., the only person in the category) to teach a subject matter specialty which is an acknowledged need of the school. 20 points

#### **5.1.2.4 Salary Status:**

Earned Doctorate	10 points
7th Year	8 points
6th Year	6 points
Masters	4 points
Bachelors	2 points

#### **5.1.2.5 Job Description Analysis:**

- a. The employee's immediate supervisor will complete a Job Description Analysis of the extent to which the teacher successfully completes the requirements of the job description and the resulting impact on the quality of the instructional or non-instructional program.
- b. The immediate supervisor will assess the teacher's qualifications by writing comments for each of the five items in the job description. Through specific examples contained within this report, the teacher's qualifications will be identified both to the extent to which the job description has been accomplished and the impact of the teacher's contribution to the quality of the instructional or non-instructional program.
- c. The Superintendent shall then assign points for employees involved, to each of the major items under the respective Job Description as set forth in specific examples below.
- d. The category of "Not Up to Fairfield Expectations" will not be assigned to a staff member under any item in the Job Description unless the staff member

has been previously made aware, formally or informally, of the concern by the immediate supervisor.

- e. Teachers or immediate supervisors may request a conference prior to the completion of the Job Description Analysis by the immediate supervisor, at which at least the following might be accomplished: (a) the individual and the supervisor will discuss those persons to be "consulted" in the preparation of the Analysis; (b) the individual can provide the immediate supervisor with any information of which the supervisor might not be aware which is appropriate to the Analysis.
- f. Staff members may add comments at the bottom of the Job Description Analysis before it is submitted to the Superintendent if they feel the Analysis is not fully representative of their qualifications. The immediate supervisor shall review and comment upon any such addition.
- g. Job Description Analyses will be used only for the purpose of Reduction in Force. In recognition of contract-monitoring rights, the President of the exclusive bargaining representative organization will have access to all documents used for purposes of reduction in force.

## SPECIFIC EXAMPLES TEACHERS

### Teacher Job Description Major Responsibilities Point Spread

#### Planning and Organization:

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+20 points

#### Instructional Techniques:

Not up to Fairfield Expectations	-15 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+15 points
Greatly Beyond Fairfield Expectations	+30 points

#### Classroom Environment:

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	20 points

#### School Environment:

Not up to Fairfield Expectations	-5 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+5 points
Greatly Beyond Fairfield Expectations	10 points

Professional Attitude:

Not up to Fairfield Expectations	-5 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+5 points
Greatly Beyond Fairfield Expectations	+10 points

Total number of points available from Job Description Analysis statements is 90.

Highest possible accumulation of points in the rating scale is 135.

**OTHERS**

<u>Positions</u>	<u>Major Responsibilities</u>	<u>Point Spread</u>
Career Administration		-10, 0, +10, +15
Guidance	Guidance	-10, 0, +10, +15
Specialist	Curriculum	-10, 0, +10, +15
	Supervision	-10, 0, +10, +15
	Personnel	-10, 0, +10, +15
	Miscellaneous	-10, 0, +10, +15
	Control	-15, 0, +15, +30
Dean, H.S.	Attendance	-10, 0, +10, +20
	Student Activities	-10, 0, +10, +20
	Substitutes	-10, 0, +10, +20
	Control	-20, 0, +20, +40
Dean, M.S.	Student Activities & Sports	-15, 0, +15, +30
	Transportation & Safety	-10, 0, +10, +20
	Curriculum Development	-10, 0, +10, +20
Coord.	Resource Responsibilities	-10, 0, +10, +20
	Program/Course Evaluation	-10, 0, +10, +20
	Administrative Duties	-10, 0, +10, +20
	Community & Public Relations	-5, 0, +5, +10
	Counseling	-20, 0, +20, +40
Guidance Counselor	Guidance Services	-15, 0, +15, +30
	Miscellaneous	-10, 0, +10, +20
Psychologist K-5	Assessment & Evaluation	-10, 0, +10, +20
	Learning Facilitation	-5, 0, +5, +10
	Planning & Placement Team	-5, 0, +5, +10
	Counseling & Consultation	-5, 0, +5, +10
	Early Intervention Program	-5, 0, +5, +10
	Community Resource & Referral	-5, 0, +5, +10
	Group Assessment	-5, 0, +5, +10
	Articulation	-5, 0, +5, +10
	Assessment & Evaluation	-10, 0, +10, +20
Psychologist	Assessment & Evaluation	-10, 0, +10, +20

Secondary	Student Counseling	-5, 0,+5,+10
	Staff Conferencing	-5, 0,+5,+10
	Parent Conferencing	-5, 0,+5,+10
	Coordination with Social Worker	-5, 0,+5,+10
	BPPT Membership	-5, 0,+5,+10
	Special Ed Staff Conferencing	-5, 0,+5,+10
Social Worker	Communications (Articulation)	-5, 0,+5,+10
	Counseling	-5, 0,+5,+10
	Crisis Intervention	-5, 0,+5,+10
	Consultation	-5, 0,+5,+10
	School Resources	-5, 0,+5,+10
	Placement Contacts	-5, 0,+5,+10
	Special Services Planning	-5, 0,+5,+10
	Planning & Placement Team Srvs.	-10, 0,+10,+20
	Miscellaneous	-5, 0,+5,+10
	Work Study Counselor	-30, 0,+30,+60
Work Study Counselor	Miscellaneous	-15, 0,+15,+30

The point spread shall be applied with regard to each major responsibility in these job descriptions in the same manner and based upon the same standards as set forth in Paragraph 5.1.2.5c.

### **Illustrative Example Utilizing Career Guidance Specialist**

#### **Administration:**

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points

#### **Guidance:**

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points

#### **Curriculum:**

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points

#### **Supervision:**

Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+5 points
Greatly Beyond Fairfield Expectations	+15 points

#### **Personnel:**

Not up to Fairfield Expectations	-10 points
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Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points
Miscellaneous:	
Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points

**5.1.2.6** Reviews of point assignments will only be undertaken by the Superintendent or designee where it is felt that there may have been an error in computation or in the assignment of points for education, certification, unique qualification or salary status.

**5.1.2.7** Unless the teacher or immediate supervisor requests an update for new information, the points assigned will remain valid for a three-year period.

**5.1.2.8** The Rating Scale shall be used in a manner which provides that the staff with the highest accumulation of points awarded will be retained and/or recalled first. In the event of a tie in the total number of accumulated points:

- a. The employee with the greatest number points under the job description Analysis shall be retained or recalled first.
- b. In the event that there still exists a tie, the employee with the greatest number of years experience in full time public school education shall be retained or recalled first.
- c. In the event that there still exists a tie, then the individual with the greatest number of years under contract in the Fairfield Public Schools shall be retained.
- d. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.

**5.1.2.9** When necessary to reduce teachers in Category e. (Tenured teachers with Professional Certification and fifteen (15) years or more of contracted service in the Fairfield Public Schools), reduction shall be according to seniority where least senior teachers are released before more senior teachers.

The employer will distribute to the FEA president one seniority list containing endorsements of all those Category e. teachers within the affected department or specialty field.

In the event that two or more staff within a department or specialty field have equal seniority, the following criteria shall determine precedence:

- i. Teacher with the higher total number of years creditable to the Connecticut State Teachers' Retirement Service.
- ii. Teacher with the earlier date of the Board's contract to hire.
- iii. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.

Exceptions to the "least senior before more senior" concept may be exercised in cases of patently unacceptable and documented violation of school policies and professional practices that have been placed in the personnel file within the previous five (5) years. Such violations and the possible ramifications on RIFing will be brought to the teacher's attention at the time of the violation.

## **5.2 RECALL OF SEPARATED CERTIFIED STAFF**

- a. A teacher within thirty 30 days of separation shall submit his/her name in writing by certified mail to the Superintendent of Schools to be placed on the Recall list, which Recall list shall be in effect for the next thirty-six (36) calendar months.
- b. A teacher will be recalled only to a department or specialty field in which that teacher has taught in the system. A teacher may be recalled to a comparable position in any department or specialty field in which he/she is certified and, in the judgment of the Superintendent of Schools, is qualified.
- c. The teacher must notify the Board of Education in writing of any address change within 30 days.
- d. A teacher who accepts a recall to a position of less than the full-time equivalency held by the teacher when separated, shall retain the right of recall to the next occurring full-time position or fraction above that to which he/she was recalled and for which he/she is certified and in the judgment of the Superintendent of Schools is qualified. The recall opportunity will be offered said teacher no later than the beginning of the school year following the availability of said higher FTE position.
- e. A teacher's refusal to accept a position under these Recall procedures, when the position offered is less than the full-time equivalency held by the teacher when separated, will not cause the teacher's name to be removed from the list.
- f. Recall must be based on a reversal of the Separation procedure for Reduction in Professional Staff.

- g. If a teacher desires to accept a position offered under the provisions of this section, said acceptance must be made by certified mail and postmarked within two (2) weeks of receipt of the offer.
- h. Written notice by certified mail shall be adhered to by both parties.
- i. No new teacher shall be hired in a certification area until all teachers on the recall list with that endorsement and who, in the judgment of the Superintendent, are qualified in that area, have been recalled or declined a position.
- j. Any teacher who requests appointment to a position of less than the FTE held at the time of separation shall not retain the option to return to a full-time position until all teachers on the recall list for that endorsement have been recalled.
- k. Any teacher separated under the provisions of this section shall have the same rights to the protection of the grievance procedure contained in Article XII as applied to a non-separated teacher.

### **5.3 SEPARATION OF HOLDERS OF DSAPS**

Should circumstances lead to a need to reduce the number of professional staff members, holders of durational shortage area permits (DSAPS) will be released before certified staff, provided there are appropriately certified teachers to perform the remaining work. Under no circumstances will an appropriately certified teacher be reduced while a DSAP holder remains in a position for which the DSAP teacher is certified.

## **ARTICLE VI LEAVES OF ABSENCE**

### **6.1 GENERAL**

- a. Any tenured certified professional employee may be granted a leave of absence as approved by the Superintendent of up to two years without pay for the purpose of study, travel, service in an organization such as VISTA or the Peace Corps, employment in a field related to his/her teaching area, illness or other purpose.
- b. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.



- c. Any person on leave of absence, upon filing written notice of intent to return at least 90 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.
- d. In the event the Board has not received a written notice of intent to return within 80 calendar days prior to the expiration of the leave from a professional employee, the Board shall notify the individual at his/her most recently provided address by certified mail (return receipt requested) regarding his/her obligation to provide such written notice of intent to return within the next ten (10) business days. Failure to respond to this letter will constitute resignation.

## **6.2 CHILDREARING LEAVE**

Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of Schools, or designee, to an extended leave without pay for purpose of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonable requested portion thereof for the remainder of the school year in which the child is born, adopted, or fostered, and for an additional one half of another school year if requested by the employee.

Childrearing leave, shall be subject to the following provisions:

- a. Employees requesting leave shall submit not less than thirty calendar days written notice of the anticipated date of ending performance of duties.
- b. While on a leave, the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to the total of such premiums to the Board of Education in four equal quarterly payments in advance.
- c. Any tenured certified professional employee on childrearing leave, upon filing written notice of intent to return at least 90 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence



may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement. The expiration date of leave through the end of a school year is June 30.

- d. Non-tenured personnel on childrearing leave will be granted priority for a position in Fairfield Public Schools based upon certification. Every reasonable effort will be made to reinstate the person on leave of absence in the present position upon return.
- e. In the event the Board has not received a written notice of intent to return within eighty (80) calendar days prior to the expiration of the leave from a professional employee, the Board shall notify the individual at his/her most recently provided address by certified mail (return receipt requested) regarding her/his obligation to provide such written notice of intent to return within the next ten (10) business days. Failure to respond to this letter will constitute resignation.
- f. Personnel on childrearing leave who accept full-time employment or employment which approaches full-time may lose rights granted in this section at the discretion of the Superintendent. An individual coming under the provisions of this item is entitled to use of the grievance procedure.
- g. Any childrearing leave provided under this Collective Bargaining Agreement shall be used concurrently with FMLA leave.

### **6.3 SERVICE IN THE ARMED FORCES**

A teacher in the employment of the Fairfield Board of Education who enters the Armed Forces of the United States during a national emergency shall be entitled to the following:

- a. The same or a similar position in the school system upon his/her return from service.
- b. The salary upon renewal of service in the school system based upon the step in the salary schedule to which the teacher would have been entitled had he/she remained in continuous employment in the system.
- c. Credit for armed forces service time toward all seniority rights to which the teacher is entitled.
- d. A teacher who is under contract at the time of induction into the armed forces but who has not taught in the system shall be entitled to the following provision:

- e. Such teacher shall be placed at the head of the list of applicants for any vacancy for which he/she may be eligible at the time of his application for reinstatement.
- f. All applications for reinstatement under the above provisions shall be made within 90 days of termination of service in the Armed Forces of the United States.

**ARTICLE VII**  
**INCLUSION OF SPECIAL EDUCATION CHILDREN**

**7.1 PRACTICES IN THE SCHOOL SYSTEM INVOLVING THE INCLUSION OF SPECIAL EDUCATION STUDENTS (Memorandum of Understanding)**

- a. The Board and the Association agree that the matter of educational practices in the inclusion of special education students is not properly a subject for collective bargaining; rather, it is a matter of school board policy and administrative regulation.
- b. The Board and the Association agree that the report and procedures outlined below should be undertaken by the school system in implementing special education programs.

**7.2 INCLUSION OF SPECIAL EDUCATION STUDENTS**

**Inclusion** of Special Education students will be done in a manner consistent with the following policies and procedures:

- a. When a classroom teacher is required to attend a PPT, Early Intervention Plan (EIP) meeting or any other meetings, that teacher is not responsible for covering, providing, and arranging for instruction in the regular class.
- b. Every effort should be made to balance the distribution of students with special needs in arranging staff schedules.

**7.2.1 Notification to staff of IEP Goal Requirements (Administrative Policy) \***

**7.2.2 Right to call for a Planning and Placement Meeting (Administrative Policy) \***

**ARTICLE VIII**  
**FRINGE BENEFITS**

**8.1 INSURANCE**

- a. The Board shall continue, through the life of this Contract, to provide medical, RX and dental insurance benefits under the State of Connecticut 2.0 Plan, as amended in 2017 and as may be amended from time to time, and as set forth

under the conditions set forth in the Memorandum of Understanding that was signed by the Board and the Union on February 5, 2016 and February 8, 2016, respectively (unless the Board decides to withdraw under the terms of said Memoranda). The Board may further provide such benefits so long as it is done in accordance with the terms of said Memorandum.

During the term of this collective bargaining agreement, the employees shall pay the following premium cost share:

- Effective July 1, 2021 – 23.5%
- Effective July 1, 2022– 24%
- Effective July 1, 2023 – 24.5%

The Patient Protection and Affordable Care Act has set forth and codified under the Internal Revenue Code the imposition of an excise tax related to employer-provided health insurance plans that exceed certain value thresholds. The imposition of the excise tax is currently scheduled to take effect in 2020. Should any federal statute or regulation pertaining to the ACA be mandated to take effect during the term of this Agreement, triggering the imposition of an excise tax with respect to any of the contractually agreed upon insurance plans offered herein, and the Board is in any way obligated to pay such tax, the parties agree to commence mid-term negotiations in accordance with the Teachers Negotiation Act. During such mid-term negotiations, the parties will reopen the Insurance Benefits Section for the purpose of addressing the impact of the excise tax. No other provision of the contract shall be reopened during such mid-term negotiations.

- b. A long-term disability insurance plan for the employee providing sixty percent (60) of his/her respective salary after a one hundred and eighty (180) day elimination period. Benefit payable should include but not be limited to such for sickness and accident to age 65, rights of survivorship, and primary social security leveled at the time of disability. The employee must apply to the State Teachers' Retirement for disability when filing for coverage under disability insurance. The employee will pay a premium cost share of \$.80 cents per month.
- c. The Board shall have the right to provide increased or substantially equivalent coverage to the life insurance and aforementioned medical insurance provisions. The Board shall formally consult with the Association at least 60 days prior to the institution of any change in these provisions. Nothing herewith shall in any way diminish the benefits described above and/or modify the Plan administration (or function) to such an extent that teachers are no longer provided the substantially equivalent or

increased coverage enjoyed from these specific insurance policies, except as may otherwise result from application of the Medical Insurance Sideletter.

- d. The parties, if unable to define substantially equivalent coverage, shall submit the dispute to the American Arbitration Association to provide an arbiter specializing in matters of insurance benefits and be bound by the ruling of the A.A.A.
- e. Recovery Incentive Program. Teachers are encouraged to scan their hospital bills for overcharges and shall be paid 25% of all monies recovered.
- f. Any teacher may elect to resume board-provided insurance coverage upon written notice to the Board of Education. Upon receipt of such notice, insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers.
- g. The Board of Education has established an IRS Section 125 for treating premium payment on a pretax arrangement. As of 1996-97, Subsections 106, 109, 119 will be available provided a sufficient number volunteer to participate. Participants shall pay any operating fees. Under Section 125, the Board of Education will make available those subsections that relate to dependent care and excess medical expenses.
- h. The Board agrees to offer retiring teachers who, upon retirement, will be collecting a retirement allowance from the Connecticut Teachers Retirement Act, including dependents, the option to continue to be covered by the following: a, b, c, and d above, and as those plans may be from time to time amended through collective bargaining for active employees.

Upon retiring on or after July 1, 1993, teachers with sufficient quarters to qualify for automatic Medicare Part A coverage at age 65 will be covered with medical insurance as required by Connecticut State Statute with costs borne by the employee.

This medical coverage will include a Medicare carve out. The Medicare carve out will be designed to coordinate with Medicare in order to provide a similar benefit to those enjoyed by active employees. The Medicare carve out will assume that plan participants are covered by Medicare Parts A and B and these are primary to the Board's medical insurance even in the event that the participant does not take Medicare Part A and Part B, if eligible.

- i. Payment by Retirees: Group rate premiums are to be paid quarterly in advance to the Board of Education.

- j. The Board shall mail and/or e-mail annual premium payment bill notification and any plan documentation to said retiree. Any subsequent amendments or change in insurance carrier shall also be mailed to participating retirees.
- k. The teacher must certify annually, on a form, provided by the Board, as to the dependent status of those enrolled in any of the Board's insurance programs, as well as provide information as to any qualifying events affecting eligibility.

## **8.2 DEATH BENEFIT**

Each certified employee shall be provided with life insurance in a principle amount of \$50,000. Coverage extends through the summer for personnel remaining in the employment of the Fairfield Public Schools.

## **8.3 NATIONAL HEALTH INSURANCE**

In the event that the Congress of the United States enacts a national health insurance program or the State of Connecticut enacts a state-wide insurance program which would duplicate any of the group insurance benefits provided by the Board under this Agreement, when and in that event, the Board and the F.E.A. shall meet to:

- a. verify the area(s) of duplication;
- b. verify the amount of money by which premiums will be reduced by the Board through elimination of that part of the Board's group insurance program which reflects said duplication, and;
- c. determine if there are rebates due, their amounts and their distribution.

## **ARTICLE IX PROFESSIONAL GROWTH PROGRAM**

The unique needs of program and students in Fairfield, and the successful efforts undertaken by staff, justifies the Board's providing financial support for these professional growth activities in accord with the following provisions.

The Fairfield Education Association and Fairfield Board of Education have jointly developed, under the provisions of the Connecticut General Statutes, the Program for Evaluation of the Professional Staff. Through this program, teacher strengths and weaknesses are identified and goals are set for capitalizing upon strengths and improving

teacher performance in appropriate areas. Teachers will maintain their qualifications for teaching through appropriate certification and study as determined by the "Focusing Form For Competent Tenured Staff on Goal Setting". Staff are granted the regular salary increment or salary adjustment (MX or MY) as they maintain qualifications through professional growth activity.

Provisions for Reimbursement:

1. At the discretion of the superintendent or designee, teachers will be reimbursed for the cost of conference expenses, workshop registration, and professional leaves that are incurred in pursuit of professional growth. In order to be reimbursable, such activities must be both:

- a. identified by and agreed to between the staff member and his/her supervisor, and;
- b. approved by the superintendent or his/her designee.

The amount of reimbursement for such activities shall be at the discretion of the superintendent or designee, and up to 100% of such cost.

2. Costs of college/university courses which have:

- a. been identified by and agreed to between the staff member and his/her supervisor, and;
- b. received prior approval by the superintendent or his/her designee, will be reimbursed according to the following:
  - i. Courses that relate to one's teaching assignment will be reimbursed at 80% of the cost for the first course taken during the contract year and 50% for the second.
  - ii. Courses taken to add an additional endorsement to a Professional certificate will be reimbursed at one-third the cost.
  - iii. Courses approved for degree change shall be reimbursed at 25% of the cost.
  - iv. Reimbursement for courses will be in direct proportion to their FTE for part-time teachers.

If a request satisfies two of the above mentioned categories, then the higher rate shall prevail. In any contract year, the Board is obligated to a limit of two courses, not to exceed ten (10) graduate credits maximum. Reimbursement for dissertation advisement will be limited to a maximum of two semesters.

3. A professional growth leave normally requires approval by the superintendent during the fiscal year prior to any granting and such leaves shall not be granted to more than 2% of the total staff in any one year. Full reimbursement under this program shall be given for college and/or university tuition that is paid to any accredited institution of higher learning, provided that the teacher already holds a Master's Degree.
4. Upon completion of the approved Professional Growth Activity, reimbursement shall be given by submission to the Personnel Office. Requests must be submitted within 60 days of the employee's receipt of his or her final grade in a class.
5. Return from Professional Growth Leave

Any person on professional growth leave, as described in this section, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.

## **ARTICLE X**

### **SALARIES**

#### **10.1 SALARY UPON APPOINTMENT**

- a. No regular teacher shall be appointed at a salary lower than that of the first step on the Teachers Salary Schedule within the training level column in which such person belongs.
- b. In the initial placement of new staff on the salary schedule, the Superintendent may place the staff member on the proper step of the salary schedule according to his/her previous record of teaching service or education, or give placement credit for non-teaching experience related to the area of the teacher's professional responsibility or assignment, or may place the teacher on the step the Superintendent feels is necessary to employ the teacher, in areas of teacher shortage as identified by the State Department of Education or by Fairfield's own staffing needs as reflected in current teacher vacancies which the Board is unable to fill.
- c. The word "service" shall be interpreted as (i) any service recognized by the State Teachers' Retirement Board, or, (ii) teaching service in a private school.



## 10.2 PAY PLAN OPTION

- a. The Board of Education shall allow any member of the certified staff to select payment of annual salary in one of the following manners:
  - i. 22 pay plan.
  - ii. 26 pay plan.
  - iii. 21 pay plan, plus a 22nd check which represents 5/26ths of the annual salary.
- b. Initial Check for the Year:
  - i. If the teacher school year commences before Labor Day then the first pay date shall be the Friday following Labor Day. Subsequent paychecks will be in intervals of no more than two weeks.
  - ii. Should the teacher school year start after Labor Day then the first pay date will be the eighth school day of employment. Subsequent paychecks will be in intervals of no more than two weeks commencing on the second Friday following.
  - iii. All 10 1/2 month employees will be issued their first pay check for the school year on the first Friday following Labor Day and then follow the calendar as noted above for subsequent pay checks.
- c. Extra Pay Payment
  - i. The extra pay salaries for sports/activities will be divided into 5 *equal payments* on the following schedule for seasonal appointments:
    - Fall- on the fourth through eighth payroll
    - Winter - on the eleventh through fifteenth payroll
    - Spring - on the seventeenth through the twenty- first
  - ii. The extra pay salaries for sports/activities will be divided into 5 *equal payments* on the following schedule for yearlong appointments:
    - Last payday in October
    - Last payday in December
    - Last payday in February
    - Last payday in April
    - Last payday in June



### 10.3 DEGREE CHANGE

In order to be placed on a new lane at the start of one year, notice of intention to complete applicable lane change requirements must be submitted in writing to the Personnel Office no later than the preceding October 1. The Personnel office shall notify staff prior to October 1st of the October 1st deadline. A teacher who provides said notice shall not be penalized for failure to complete lane change requirements. This section shall not otherwise affect the current practice regarding the time of recognition of degree changes.

To move from one salary schedule to another, the following evidence must be presented to the administration:

- a. To go from the "Bachelor's" schedule to the "Master's" schedule, satisfactory evidence (official transcript) that a Master's degree has been earned.
- b. To go from the "Master's" schedule to the "Sixth Year" schedule, satisfactory evidence that one of the following requirements has been met. All work, or its equivalent, shall have been completed within the last eight years:
  - i. Thirty hours of approved graduate work at accredited colleges or universities (official transcript or transcripts required).
  - ii. Writing a book which would be within the professional scope of the person and which shall have been accepted for publication.
  - iii. Travel of at least one year duration that shall have been accompanied by specific plans and objectives consistent with a field of concentration.
  - iv. Teacher's participation in Exchange Teacher Program that shall have included an intense program of study and teaching and a series of planned visitations that shall insure personal contacts with the people and culture of a land.
  - v. A minimum of twenty-two (22) hours of graduate work and a maximum of eight credits for equivalent activities such as noted below.

The relative value of these activities and the amount of credit they shall receive (within the range of 2 to 8 credits) shall be

determined by the Superintendent or designee and the existing Board of Credit Review in the event of an appeal by any person involved. No more than 6 credits shall be awarded in any one category.

- (a) Travel of not less than two months duration, but containing a planned program with specific objectives. The planned program shall be NEA or university sponsored.
  - (b) Writing of two articles that shall have been published in a recognized professional publication.
- c. For teachers on the Sixth Year schedule to receive a Seventh Year stipend, satisfactory evidence shall be submitted that thirty (30) hours of approved graduate work at accredited colleges or universities (official transcripts required) beyond the Sixth Year have been earned. All work, or its equivalent, shall have been completed within the last eight years.

If one has earned thirty (30) hours of approved graduate work at accredited colleges or universities in order to move from a "Master's" to the "Sixth Year" schedule, then movement from the "Sixth Year" schedule to entitlement for the "Seventh Year" stipend may also be accomplished by submitting satisfactory evidence of ii through v above.

Seventh Year stipend shall remain at the dollar amount provided in the 1996-97 contract year. Teachers hired for the 1997-98 school year and thereafter shall not be eligible for the Seventh Year stipend.

## **10.4 SALARY PROVISIONS**

- 10.4.1** a. The teacher salary schedule for the 2021-2022 school year is set forth in Appendix B. The teacher salary schedule for 2022-2023 shall be as set forth in Appendix C. The teacher salary schedule for 2023-2024 shall be as set forth in Appendix D.

Personnel with a position which extends beyond the school year referred to in §10.4.4, shall have each additional day compensated at their individual per diem salary for each additional work day.

For ten and one half month positions, a multiplier of 1.053 will be utilized.

- b. The salary for staff members who hold vocational certificates but do not have a bachelor's degree shall be \$500 less than the appropriate step on the BA lane.
- c. If the Board establishes an eleven month work year for any bargaining unit position, a 1.095 multiplier will be utilized. No current employee (on the payroll as of June 30, 2004) will be required to occupy any such position.

**10.4.2** The work year for coordinators, deans, school psychologists, social workers, audiologists, school counselors, work/study specialists and all other teachers referred to in 10.4.1, shall be the teacher work year plus the five (5) consecutive non-holiday workdays immediately preceding and the five (5) consecutive non-holiday workdays following the teacher year.

The regular work year for teachers who are hired and/or assigned in 1993-94 or thereafter to any of the positions referenced in this subsection, shall be the regular teacher work year. Increases beyond the regular work year or decreases back to the regular work year for these teachers are changes of assignment, with corresponding changes in compensation.

The required flexibility as set forth in the settlement agreement of the school psychologists' grievance dated January 1992 shall continue. Scheduling of the workdays in excess of 187 days must be reasonable in time and scope.

**10.4.3 Length of the Teacher's Day**

If the teacher's day is lengthened beyond the hours in effect during the 1999-2000 school year, either party may submit after prior negotiations, the issue to binding arbitration to determine the remedy.

**10.4.4 Length of the School Year**

If the scheduled employment year is extended beyond the 187 days in effect in 2002-2003 either party may submit, after negotiations, the issue to binding arbitration to determine the remedy.

**10.4.5** In order to allow the scheduling of evening conference nights, teachers and students would have an early release day with teachers returning for a time not to exceed the afternoon release time in the evening. Conferences should be scheduled district-wide during the conference week for either the elementary or middle school level. Teachers without conference responsibilities will adhere to the normal schedule. Evening conferences shall not exceed three (3) per year.

**10.4.6 Evening Meeting Attendance**

Attendance by School Counselors, Social Workers and Psychologists at evening meetings will be divided evenly to the extent possible among the above referenced positions by the Director Pupil Personnel Services.

**10.5 EXTRA COMPENSATION FOR EXTRA CLASS ACTIVITIES (See Appendix's E, F & G)**

a. Appendix E: Effective July 1, 2021, the extra pay salary schedule will be the same as the prior year; except as follows:

- The Stipends for Business Liason, EL Liason, Family/Consumer Science Liason, Industrial Tech. Ed. Liason and Library Media Liason shall be increased to \$7,600 per year.

Appendix F: Effective July 1, 2022, the schedule will be the same as the prior year.

Appendix G: Effective July 1, 2023, the schedule will be the same as the prior year.

b. All extra pay staff shall sign an individual agreement for each assignment they accept.

**10.5.1 Placement of Personnel on Schedule and Payment**

a. If an individual has had experience in the extra class activities program and is appointed to the same assignment, he/she will be placed on the appropriate step of the schedule according to his years of experience in the assignment.

b. If an individual changes assignments outside of his/her category (e.g., from yearbook advisor to chess advisor), he will be placed on the first step on the new assignment.

c. If an individual changes assignments within the same category, then the following pattern will apply:

- i. If the assignment is upgraded (e.g., from assistant football coach to Varsity football coach), then the individual will be placed on the nearest step to earning more dollars than he/she is currently receiving.
- ii. If the assignment is downgraded (e.g., from Varsity tennis coach to JV Tennis coach), then the individual will be placed

on the appropriate step reflecting his/her years of experience in the category.

- d. If an individual new to Fairfield is appointed to an activity he/she will be placed on the schedule reflecting previous comparable experience on the same level. It is the responsibility of the individual to submit adequate proof of the previous experience.

#### **10.5.2 Provisions for Modifications**

- a. Qualifications for Participation
  - (aa) In order to participate in the extra compensation program, a staff member must:
    - i. be designated by the building administrator as the advisor of an approved activity.
    - ii. show evidence that the duties related to such activity are beyond those designated as the basic teaching responsibility.
    - iii. be endorsed by the building administrator that such duties conform to the job description.
    - iv. submit such documentation to the Board of Review for study and point assignment.
  - (bb) When a vacancy occurs in a building in the extra compensation program, the administration shall announce the position on a system-wide basis. If there is no qualified, competent applicant in the Fairfield Public Schools, the position will then be opened to qualified, competent persons outside the Fairfield Public Schools.
- b. Extra pay will not be considered for duties that are basic teaching responsibilities.

#### **10.5.3 Provisions for Supervision and Evaluation**

- a. All approved activities in the Extra Compensation Program will be under the supervisory responsibility of the appropriate building administrator.

#### **10.5.4 Board of Review**

- a. A Board of Review with representation from the Association and Administration shall be created for the purpose of studying requests for the inclusion of additional activities; and making recommendations to the Superintendent or his/her authorized designee regarding the placement of such activities on the extra pay salary schedule on a once-a-school-year basis. This committee shall meet by October 15 of each school year. No activities under this section shall constitute negotiations.
- b. Membership on the Board of Review shall include the following:
  - (aa) Four members, including the Chairman, drawn from the non-teaching staff to be appointed by the Superintendent.
  - (bb) Four members of the teaching staff representing all levels to be appointed by the President of the Fairfield Education Association.
- c. Appointment to the Board of Review shall be for a three-year term on a staggered basis to provide for continuity of operation.
- d. The operating procedures shall be determined by the Board of Review.

#### **10.5.5 Grievances**

All grievances related to the implementation of this program shall follow established procedures.

### **10.6 OTHER SALARY PROVISIONS AND SCHEDULES**

#### **10.6.1 Adult Education**

The Board of Education shall maintain a uniform Salary Schedule for certified teachers. The opportunity to teach in the program will be first offered to certified employees of the Fairfield Board of Education.

#### **10.6.2 Homebound Tutoring**

The hourly rate for homebound tutors shall be \$50 per hour, effective July 1, 2021.

#### **10.6.3 Summer and Curriculum Workers**

The hourly rate of pay for curriculum workers and approved summer work shall be \$45 per hour, effective July 1, 2021.

**10.6.4 Summer School**

- a. The hourly rate of pay for summer school teachers shall be \$50 per hour, effective July 1, 2021.
- b. Summer school principals will be paid \$4,828.68.
- c. Grievance procedures will follow the regular day school procedures for members of this bargaining unit.
- d. Recruitment of Teachers
  - aa. Positions will be offered first to qualified members of the Fairfield Public School certified staff who have applied for summer school.
  - bb. Selection of teachers will be based on the following criteria:
    - i. Certification appropriate to the assignment.
    - ii. Prior teaching experience in the appropriate subject area or level.
- e. The teacher will be notified in writing of his/her appointment as soon as possible.
- f. The normal school day for summer school teachers will extend from 8:00 am to 12:30 pm.

**10.6.5 Special Assignments, Ticket Selling and Collecting at Varsity Football and Basketball, Volleyball and Track Meets.**

If done by teachers, will be a special assignment done on a voluntary basis. Teachers who apply for and are accepted for these special assignments will be paid the following:

Ticket collector/Scoreboard Operator/Announcer/Linesperson/ Track Timer (dual meet)	\$45.00
Ticket Seller (accountable for money) and Track Starter (dual meet)	\$50.00
Track Timer (tri-meet)	\$55.00

Track Starter (tri-meet)  
\$60.00

Track Timer (quad-meet) \$65.00

Track Starter (quad-meet) \$70.00

If done by teachers, will be a special assignment done on a voluntary basis. Teachers who apply for and are accepted for these special assignments will be paid the following as of July 1, 2011:

Ticket collector/Scoreboard Operator/Announcer/Linesperson/  
Track Timer (dual meet) \$45.90

Ticket Seller (accountable for money) and Track Starter (dual meet) \$51.00

Track Timer (tri-meet) \$56.10

Track Starter (tri-meet)  
\$61.20

Track Timer (quad-meet) \$66.30

Track Starter (quad-meet) \$71.40

**10.6.6 Secondary Intramural Supervisors**

The hourly rate for Secondary Intramural Supervisors shall be \$31.83.

**10.6.7 Middle School Team Liaison**

The annual rate of pay for Middle School Team Liaison shall be \$3,893.34.

**10.6.8 High School Department Liaison**

The annual rate of pay for High School Department Liaison shall be \$3,893.34.

**10.6.9 Mentors**

The annual rate of pay for Mentors shall be \$1,143.42.

**10.6.10 Subject Area Lead Teacher**

The annual rate of pay for Subject Area Lead Teacher shall be \$1,373.94.



**10.6.11** There will be no increase to the rates above for the term of the Agreement.

**10.6.12** In-District Professional Development - For each hour of presentation of an in-district professional development activity, each presenter will be compensated for one and one-half hours of planning time at the curriculum per hour rate. This compensation stipend shall be paid only once for the same presentation topic, even if the topic is delivered more than once.

**10.7 PAYROLL DEDUCTIONS**

The Board of Education shall allow any member of the certified staff to change payroll deductions for credit union and annuities with 30 days advance notice.

**10.7.1 PAYROLL SLOTS**

The Board of Education shall provide two (2) additional payroll deduction slots. One shall be for additional contributions to the FEA (the account addressee) and the other shall be for voluntary individualized accounts which will be administered at no cost to the Board.

**10.7.2 DIRECT DEPOSIT**

Effective July 1, 2015, all employees must enroll in direct deposit.

**10.8 DUES DEDUCTION AND SERVICE FEE DEDUCTION**

**1. DEDUCTIONS**

- a. In the event a unit member resigns or otherwise terminates his or her employment or receives a leave of absence, the Association shall inform the Board of Education of the amount of dues to be deducted from the final check.
- b. The Association shall meet its legal obligations to inform non-members as to the dues and their deductions, and the Board shall refer all inquiries concerning such dues to the Association.

**2. SUBSEQUENT EMPLOYMENT**

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

the remaining school year. Teachers hired after October 1 will have their dues deducted in equal installments from the remaining paychecks, from which service fees are deducted.

3. FORWARDING OF MONIES

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

4. LISTS

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

5. REFERENCE TO ASSOCIATION

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

6. SAVE-HARMLESS

The Association shall indemnify and save the Board and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

A grievance is a specific claim of a violation of the rights of employment allegedly caused by a misinterpretation or inequitable application of established policy or the terms of the Collective Bargaining Agreement. A grievance may be brought by an individual who is a member of the bargaining unit or by the President acting for the Association.

**Step 1:**       **Informal Level** - In an effort to resolve the issue, the individual (and/or representatives of the Association) who is aggrieved, discusses the matter informally with his or her immediate supervisor or the person whose

decision or action gave rise to the grievance, who for the purpose of this grievance procedure, shall be referred to as "supervisor". Such discussion must be requested within thirty (30) school days of the action causing the matter to have occurred. No formal written records other than the date when such request was made will be maintained at Step 1. It is understood that the grievant has attempted to resolve the problem on his/her own before initiating Step 1.

**Step 2:**        **Formal Level** - Failing a resolution of the issue at the informal level in Step 1, the aggrieved individual prepares a written statement of the grievance and requested remedy and submits it within five (5) days of the meeting in Step 1 to the supervisor. The written statement will contain the following:

- a.        A statement of the nature of the dispute.
- b.        A citation of the specific contract or policy language alleged to have been violated (or past practice, policy, and regulation).
- c.        A terse statement of what action has given rise to the grievance.
- d.        A statement of what remedy the grievant is seeking. The supervisor will respond in writing to the formal statement of the grievance within three (3) days of its presentation. Should other members of the administrative and supervisory staff, other than the Superintendent, have line authority over the supervisor involved in Step 3 proceedings, the aggrieved individual and/or representatives of the Association, if not satisfied with the administrative reply, may initiate similar Step 2 proceedings with the next level of administration. Under an additional Step 2 procedure, the same requirements apply to the grievant and the administrator as in the initial Step 2 process.

**Step 3:**        **Superintendent's Level** - If the grievant, and or the Association, is not satisfied with the response at Step 2, a copy of the grievance and any written administrative replies are to be forwarded to the Superintendent of Schools within three (3) days of receipt of the response. The Superintendent of Schools will schedule a hearing, which will take place within (5) days of receipt of the grievance. Effort will be made at the grievance hearing to resolve the differences between the parties to the dispute. If the grievant and/or the Association and Superintendent agree, however, a hearing may be waived. If a resolution is not possible, the Superintendent will issue a written decision on the matter within three (3) days of the hearing or receipt of the written grievance statement if no hearing is held.

**Step 4:**        **Board of Education Level** - If the aggrieved and/or the Association is not satisfied with the Superintendent's decision, he or she may, within three (3) days after the decision, submit the grievance for appeal to the Board. The Board shall, no later than its next scheduled meeting, or within fifteen (15) days, whichever occurs first, meet with the grievant and any representative of the Association for the purposes of hearing the grievance and making a determination in the matter. The Board shall render its decision and the reasons therefore in writing to the aggrieved person with copies to the Association within three (3) days after such meeting.

**Step 5:**        **Arbitration Level** - If the Association is not satisfied with the disposition of the grievance by the Board, it may, within twenty (20) days of receipt of such Board decision submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and notifying the Board in writing. The Chairman of the Board and the President of the Association, or their designated representatives, shall, within five (5) days after such written notice, jointly select a single arbitrator or request from the American Arbitration Association their listing of available arbitrators. If the parties are unable to agree upon an arbitrator, it is agreed that the selection of an arbitrator shall be determined by the then existing rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the provisions of the Agreement. The decision of the arbitrator shall be binding upon all parties only where the grievance is a claim of a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. The decision of the arbitrator on grievances claiming a violation allegedly caused by misinterpretation or inequitable application of established policy shall be advisory unless the parties agree in writing beforehand that such decision shall be binding upon all parties of interest. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. If the arbitrator's award is binding, nothing shall prevent either party from attempting to modify, vacate, or enforce such decision in court.

#### **General Provisions:**

1. All days referred to in Article XI shall be school days.
2. If possible, any grievance filed prior to June 1 would be processed within the current school year.

3. Any grievance filed that reaches the stage of arbitration on or after May 15, shall become a matter of expedited arbitration in order to resolve this matter during the current school year.
4. Time limits may be extended by mutual agreement, in writing, of the parties involved.
5. The term "Representative of The Association" shall be interpreted to include any representative of the CEA or NEA who may be requested by the FEA.
6. Rights of Teachers to Representation:
  - a. No reprisals of any kind shall be taken by the Board of Education or by any member of the administration against any teacher by reason of his/her participation in the grievance procedure or his/her support of any participant in the grievance procedure.
  - b. Any aggrieved person may be represented at any stage of the grievance procedure by a bargaining unit member of his/her own choosing, and he/she may not be represented by a representative of any teacher organization other than the Association. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at any stage of the grievance procedure.

## **ARTICLE XII**

### **CONTINUATION CLAUSE**

Any section included in this Collective Bargaining Agreement shall be automatically included in any subsequent Collective Bargaining Agreement after the same has been duly adopted, ratified and approved by all applicable parties and authorities provided that no provisions of such sections has been a subject of negotiations between the parties. This clause shall survive the duration of this document.

## **ARTICLE XIII**

### **JUST CAUSE**

- a. No teacher shall be disciplined in any manner without just cause. This provision does not apply to teacher terminations which are covered under Connecticut General Statute §10-151.
- b. Unit members shall have the right to respond to any document or material placed in their personnel file or permanent record, and their response shall be attached to the file copy.

- c. Unit members shall have the right upon request to review and copy the contents of his/her own personnel file. Unit members have the right to have other individuals with proper authorization review their personnel file or permanent record.

#### **ARTICLE XIV** **SEVERABILITY**

In the event that any provision of this Agreement at anytime is declared invalid by any Court of competent jurisdiction or becomes invalid by passage of, or operation, of any law, federal or state, such action shall not invalidate the other provisions of this Agreement. It is the express intention of the parties hereto that all other provisions not so invalidated shall remain in full force and effect during the term thereof.

#### **ARTICLE XV** **DURATION**

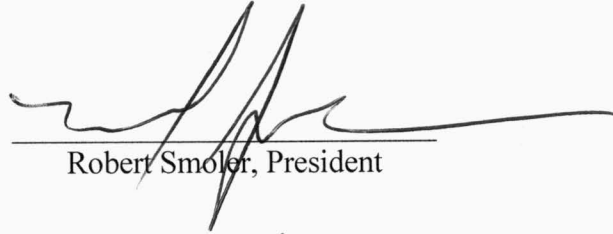
Effective July 1, 2021, this Collective Bargaining Agreement shall extend through June 30, 2024. If either party wishes to amend or modify any provision of this Agreement, it shall do so in accordance with Article II, Procedures for Conducting Negotiations, as set forth in the Collective Bargaining Agreement.

#### **ARTICLE XVI**

If the State of Connecticut at any time during the term of this Agreement forces TRB funding upon the municipality, the Board of Education may re-open this contract in order to negotiate all impacts of such action(s) upon the collective bargaining relationship between the board and the union. If such mid-term bargaining fails, the parties shall resolve said issues through the binding interest arbitration procedures set forth in Connecticut General Statutes 10-153. The Board shall further have this ability in the event the State elects to not fund the Teachers' Retirement Board contributions, payments or obligations, or otherwise places such responsibilities onto the Town and/or Board in whole or in part. This section shall sunset at the end of the term of this Agreement

In Witness Whereof, the parties have caused their names to be signed.


FAIRFIELD EDUCATION ASSOCIATION



Robert Smoler, President

11/24/2020  
Date

FAIRFIELD BOARD OF EDUCATION



Christine Vitale, Chairman

11/25/2020  
Date

## APPENDIX A

### Insurance Prior to State Plan 2.0

The teachers' premium cost shares for the PPO will be based on allocation rates if the plan is self-funded, and based on fully insured equivalent rates if the plan is fully insured.

The Board may implement a comprehensive plan as an alternative to the PPO plan; and may also implement an HDHP/HSA plan as an alternative to the PPO plan. Details and premium cost share of the comprehensive plan or HDHP/ HSA plan shall be as determined by the Board. Participation by any teacher in the comprehensive plan or HDHP/ HSA plan is voluntary.

Effective July 1, 2015, the PPO (insurance and prescription) Plan design and copayments are as follows:

<b><u>Medical Benefits</u></b>	<b><u>In Network</u></b>	<b><u>Out of Network</u></b>
Deductible (ind/fam)	\$0	\$325/\$650/\$975
Coinsurance	0%	20%
Out-of-Pocket Maximum <sup>(1)</sup>	\$5,000/\$10,000	\$1,075/\$2,150/\$3,225
Lifetime Maximum	Unlimited	Unlimited
PCP Office Visit Copay	\$35	20% after ded.
Specialist OV Copay	\$40	20% after ded.
Hospital Copay	\$275	20% after ded.
Urgent Care Copay	\$35	Not Covered
Emergency Room Copay	\$150	\$150
Outpatient Surgery Copay	\$100	20% after ded.
Well Child Care	\$0	20% after ded.
Periodic, Routine Health Exam	\$0	20% after ded.
Routine Eye Exams	\$0	20% after ded.
Routine OB/Gyn Exam	\$0	20% after ded.
Mammography	\$0	20% after ded.
Hearing Screening	\$0	20% after ded.
Outpatient MH/SA	\$35	20% after ded.
Diagnostic Lab and X-Ray (hosp affiliated)	\$0	20% after ded.
Diagnostic Lab and X-Ray (free standing)	\$0	20% after ded.
Allergy Services	\$35	20% after ded.
Semi-Private Room	\$275	20% after ded.



Inpatient MH/SA	\$275	20% after ded.
Skilled Nursing Facility	\$275	20% after ded.
Inpatient Rehabilitative Services	\$275	20% after ded.
High Cost Diagnostics <sup>(2)</sup>	\$75	20% after ded.
Ambulance	\$0	\$0
Outpatient Rehabilitative Services	\$35	20% after ded.
Durable Medical Equipment	\$0	20% after ded.
Prescription Benefits <sup>(3)</sup>		
Retail Generic	\$10	20% after ded.
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	
Mail Order Generic	\$10	
Mail Order Brand Formulary	\$25	
Mail Order Brand Non-Formulary	\$40	
Rx Annual Maximum	Unlimited	

<sup>(1)</sup> Out-of-Pocket maximum equals deductible plus coinsurance maximum

<sup>(2)</sup> high cost diagnostic procedures include CAT, CTA, PET, SPECT, MRA and MRI

<sup>(3)</sup> mandatory generic substitution, and 30 day supply at retail, unless specified DAW

b. Effective July 1, 2018, the employee shall pay 23% of the cost share.

APPENDIX B  
FAIRFIELD TEACHERS  
10-Month Employees  
2021-22

Step	BA	MA	6 <sup>th</sup> Year	7 <sup>th</sup> Year	Doctorate
1	47,553	52,308	57,061		61,816
2	49,190	54,108	59,025		63,945
3	50,658	55,724	60,787		65,853
4	52,305	57,535	62,763		67,993
5	53,870	59,100	64,331		69,561
6	55,440	60,670	65,900		71,130
7	57,535	62,763	67,993		73,223
8	60,670	65,900	71,130	73,006	76,361
9	65,900	69,561	74,791	77,244	80,021
10	67,472	73,223	78,453	80,905	83,683
11	69,041	76,884	82,116	84,566	87,344
12	71,654	80,548	85,777	88,227	91,008
13	73,223	85,777	89,437	91,889	94,666
14	74,791	87,344	94,666	97,118	98,328
15	76,361	88,913	96,238	102,122	103,557
16	78,977	91,528	97,803	103,692	105,127
17	83,159	94,666	101,989	107,874	109,310
18	83,159	96,238	103,557	109,443	110,881
19	83,159	102,493	111,142	116,863	119,791

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 1% to the maximum step.

APPENDIX B: FAIRFIELD TEACHERS  
10.5-Month Employees  
2021-22

Step	BA	MA	6 <sup>th</sup> Year	7 <sup>th</sup> Year	Doctorate
1	50,118	55,130	60,141		65,154
2	51,843	57,027	62,212		67,397
3	53,391	58,729	64,069		69,409
4	55,126	60,638	66,151		71,665
5	56,780	62,294	67,806		73,318
6	58,436	63,945	69,461		74,973
7	60,638	66,151	71,665		77,175
8	63,945	69,461	74,973		80,485
9	69,461	73,318	78,832	80,594	84,342
10	71,086	77,175	82,690	85,272	88,202
11	72,768	81,035	86,552	89,134	92,062
12	75,524	84,896	90,407	92,991	95,921
13	77,175	90,407	94,266	96,850	99,779
14	78,432	92,062	99,779	102,364	103,637
15	80,485	93,715	101,433	107,637	109,149
16	86,485	96,471	103,088	109,290	110,805
17	86,485	99,779	107,496	113,699	115,215
18	86,485	101,433	109,149	115,353	116,869
19	86,485	107,931	117,049	123,083	126,164

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 1% to the maximum step.

APPENDIX C  
FAIRFIELD TEACHERS  
10-Month Employees  
2022-23

Step	BA	MA	6 <sup>th</sup> Year	7 <sup>th</sup> Year	Doctorate
1	47,553	52,308	57,061		61,816
2	49,190	54,108	59,025		63,945
3	50,658	55,724	60,787		65,853
4	52,305	57,535	62,763		67,993
5	53,870	59,100	64,331		69,561
6	55,440	60,670	65,900		71,130
7	57,535	62,763	67,993		73,223
8	60,670	65,900	71,130	73,006	76,361
9	65,900	69,561	74,791	77,244	80,021
10	67,472	73,223	78,453	80,905	83,683
11	69,041	76,884	82,116	84,566	87,344
12	71,654	80,548	85,777	88,227	91,008
13	73,223	85,777	89,437	91,889	94,666
14	74,791	87,344	94,666	97,118	98,328
15	76,361	88,913	96,238	102,122	103,557
16	78,977	91,528	97,803	103,692	105,127
17	84,157	94,666	101,989	107,874	109,310
18	84,157	96,238	103,557	109,443	110,881
19	84,157	103,723	112,476	118,265	121,228

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 1.2% to the maximum step.

APPENDIX C  
FAIRFIELD TEACHERS  
10.5-Month Employees  
2022-23

Step	BA	MA	6 <sup>th</sup> Year	7 <sup>th</sup> Year	Doctorate
1	50,118	55,130	60,141		65,154
2	51,843	57,027	62,212		67,397
3	53,391	58,729	64,069		69,409
4	55,126	60,638	66,151		71,665
5	56,780	62,294	67,806		73,318
6	58,436	63,945	69,461		74,973
7	60,638	66,151	71,665		77,175
8	63,945	69,461	74,973		80,485
9	69,461	73,318	78,832	80,594	84,342
10	71,086	77,175	82,690	85,272	88,202
11	72,768	81,035	86,552	89,134	92,062
12	75,524	84,896	90,407	92,991	95,921
13	77,175	90,407	94,266	96,850	99,779
14	78,432	92,062	99,779	102,364	103,637
15	80,485	93,715	101,433	107,637	109,149
16	87,523	96,471	103,088	109,290	110,805
17	87,523	99,779	107,496	113,699	115,215
18	87,523	101,433	109,149	115,353	116,869
19	87,523	109,226	118,454	124,560	127,678

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 1.2% to the maximum step.

APPENDIX D  
FAIRFIELD TEACHERS  
10-Month Employees  
2023-24

Step	BA	MA	6 <sup>th</sup> Year	7 <sup>th</sup> Year	Doctorate
1	47,553	52,308	57,061		61,816
2	49,190	54,108	59,025		63,945
3	50,658	55,724	60,787		65,853
4	52,305	57,535	62,763		67,993
5	53,870	59,100	64,331		69,561
6	55,440	60,670	65,900		71,130
7	57,535	62,763	67,993		73,223
8	60,670	65,900	71,130	73,006	76,361
9	65,900	69,561	74,791	77,244	80,021
10	67,472	73,223	78,453	80,905	83,683
11	69,041	76,884	82,116	84,566	87,344
12	71,654	80,548	85,777	88,227	91,008
13	73,223	85,777	89,437	91,889	94,666
14	74,791	87,344	94,666	97,118	98,328
15	76,361	88,913	96,238	102,122	103,557
16	78,977	91,528	97,803	103,692	105,127
17	85,167	94,666	101,989	107,874	109,310
18	85,167	96,238	103,557	109,443	110,881
19	85,167	104,968	113,826	119,684	122,683

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 1.2% to the maximum step.

APPENDIX D  
FAIRFIELD TEACHERS  
10.5-Month Employees  
2023-24

Step	BA	MA	6 <sup>th</sup> Year	7 <sup>th</sup> Year	Doctorate
1	50,118	55,130	60,141		65,154
2	51,843	57,027	62,212		67,397
3	53,391	58,729	64,069		69,409
4	55,126	60,638	66,151		71,665
5	56,780	62,294	67,806		73,318
6	58,436	63,945	69,461		74,973
7	60,638	66,151	71,665		77,175
8	63,945	69,461	74,973		80,485
9	69,461	73,318	78,832	80,594	84,342
10	71,086	77,175	82,690	85,272	88,202
11	72,768	81,035	86,552	89,134	92,062
12	75,524	84,896	90,407	92,991	95,921
13	77,175	90,407	94,266	96,850	99,779
14	78,432	92,062	99,779	102,364	103,637
15	80,485	93,715	101,433	107,637	109,149
16	88,573	96,471	103,088	109,290	110,805
17	88,573	99,779	107,496	113,699	115,215
18	88,573	101,433	109,149	115,353	116,869
19	88,573	110,537	119,875	126,055	129,210

All teachers not at maximum shall advance one step on the salary schedule. The schedule reflects an increase of 1.2% to the maximum step.

**APPENDIX E**  
**2021-2024 Extra Pay Salary Schedule**

Position / Step	1	2	3
Activity Director	\$9,415	\$11,126	\$12,839
Advisory Coordinator	\$983	\$1,162	\$1,341
Fall	\$4,919	\$5,814	\$6,707
Winter	\$4,919	\$5,814	\$6,707
Spring	\$4,919	\$5,814	\$6,707
American Field Srvs.			
Advisor	\$3,545	\$4,069	\$4,695
Assistant	\$2,599	\$3,072	\$3,544
Auditorium Manager	\$2,671	\$3,156	\$3,642
Baseball			
Head Coach	\$5,194	\$5,978	\$6,898
1st Assistant	\$3,808	\$4,501	\$5,193
2nd Assistant	\$3,668	\$4,333	\$5,001
3rd Assistant	\$2,980	\$3,521	\$4,064
Basketball			
Head Coach	\$5,960	\$6,726	\$7,761
1st Assistant	\$4,370	\$5,164	\$5,959
2nd Assistant	\$3,401	\$4,019	\$4,637
Middle School	\$2,642	\$3,123	\$3,601
Middle School Assistant	\$2,143	\$2,534	\$2,923
Middle Schl. Fac. Mgr.	\$1,424	\$1,683	\$1,943
Bowling			
High School	\$2,178	\$2,573	\$2,971
Cheerleader Advisor			
Head Coach Varsity Football	\$2,671	\$3,156	\$3,642
Head Coach Varsity Basketball	\$3,451	\$3,653	\$4,215



Head Coach Competitive	\$3,091	\$3,653	\$4,215
1st Assistant Basketball	\$2,530	\$2,990	\$3,450
Middle School	\$1,475	\$1,744	\$2,013
Chess Advisor	\$983	\$1,162	\$1,341
Class Advisor Jr./Sr.	\$3,161	\$3,737	\$4,312
Cross Country			
Co-Ed Coach	\$4,848	\$5,730	\$6,611
1st Assistant	\$3,529	\$4,169	\$4,811
2 <sup>nd</sup> Assistant	\$3,529	\$4,169	\$4,811
Dance Team Advisor	\$2,530	\$2,990	\$3,450
Debate Club	\$2,389	\$2,822	\$3,258
Dramatics			
High School Dir.	\$4,636	\$5,481	\$6,325
H.S. Drama Mus. Dir.	\$2,277	\$2,689	\$3,104
Middle School	\$3,022	\$3,571	\$4,121
Fencing			
Head Coach	\$4,567	\$5,397	\$6,227
Football			
Head Coach	\$7,322	\$8,304	\$9,582
1st Assistant	\$5,368	\$6,345	\$7,321
2nd Assistant	\$5,226	\$6,179	\$7,128
3rd Assistant	\$4,271	\$5,047	\$5,825
4th Assistant	\$4,131	\$4,883	\$5,634
French Hospitality Club	\$2,249	\$2,657	\$3,066
Golf			
Head Coach	\$4,524	\$4,900	\$5,653
1st Assistant	\$3,317	\$3,919	\$4,523
Gymnastics			
Head Coach	\$5,194	\$5,894	\$6,802
1st Assistant	\$3,808	\$4,501	\$5,193

High School-Bowl			
Coach	\$3,161	\$3,737	\$4,312
Odyssey of Mind/Team	\$1,335	\$1,577	\$1,820
Hockey - Field			
Head Coach	\$5,156	\$5,814	\$6,707
1st Assistant	\$3,780	\$4,467	\$5,155
2nd Assistant	\$2,994	\$3,538	\$4,080
Hockey - Ice			
Head Coach	\$5,386	\$6,144	\$7,091
1st Assistant	\$3,949	\$4,666	\$5,385
2nd Assistant	\$3,119	\$3,687	\$4,255
Intramural Coordinator - HS & MS	\$1,546	\$1,827	\$2,110
Key Club Advisor	\$4,357	\$5,148	\$5,940
Lacrosse			
Head Coach	\$4,777	\$5,647	\$6,514
1st Assistant	\$3,385	\$4,002	\$4,618
2nd Assistant	\$2,909	\$3,437	\$3,966
Lit. Mag. Advisor	\$2,318	\$2,739	\$3,161
Math Advisor			
High School	\$1,546	\$1,827	\$2,110
Middle School	\$1,564	\$1,827	\$2,110
Mock Trial			
High School Team	\$3,864	\$4,567	\$5,270
Middle School Team	\$3,161	\$3,737	\$4,312
Music			
Band Director - HS	\$4,496	\$4,706	\$6,132
Ass't Band Director - HS	\$3,246	\$3,836	\$4,426
Chamber Orchestra – HS & MS	\$2,599	\$3,073	\$3,544
Choral Director - HS	\$2,950	\$3,488	\$4,023
Assistant Choral Director	\$1,899	\$2,245	\$2,591

Honors Band Director - MS	\$1,825	\$2,158	\$2,490
Honors Band Assistant Band	\$1,789	\$2,115	\$2,441
6th Grade Honors Band	\$1,899	\$2,245	\$2,591
High School Orch	\$3,161	\$3,737	\$4,312
Honors Orch. Cond. - MS	\$1,899	\$2,245	\$2,591
Honors Assistant Cond. - MS	\$1,825	\$2,158	\$2,490
Vocal Ensemble - MS	\$1,899	\$2,245	\$2,591
Jazz Band - MS	\$1,899	\$2,245	\$2,591
Jazz H.S. Ensemble	\$3,653	\$4,318	\$4,982
Mid. Sachl. Mus. Drama	\$2,810	\$3,320	\$3,831
5th Grade Honors Orch.	\$1,574	\$2,244	\$2,591
High School Vocal Ensemble	\$2,599	\$3,073	\$3,544
5th Grade Honors Orch. - Assistant	\$1,424	\$1,683	\$1,943
Nat'l Honor Society Advisor	\$4,357	\$5,148	\$5,940
Sailing			
Head Coach	\$4,140	\$4,501	\$5,193
1st Assistant	\$3,035	\$3,588	\$4,139
School Paper Advisor			
High School	\$2,881	\$3,404	\$3,929
Middle School	\$1,825	\$2,158	\$2,490
Secondary Bookroom Manager	\$7,500	\$9,100	\$10,500
Secondary District Bookroom	\$3,138	\$3,918	\$4,533
Ski Team			
Head Coach	\$4,813	\$5,481	\$6,325
1st Assistant	\$3,529	\$4,169	\$4,811
Soccer			
Head Coach	\$4,772	\$5,314	\$6,132
1st Assistant	\$3,498	\$4,133	\$4,771
2nd Assistant	\$2,994	\$3,538	\$4,080
3rd Assistant	\$2,784	\$3,289	\$3,795
Softball			
Head Coach	\$4,813	\$5,481	\$6,325

1st Assistant	\$3,529	\$4,169	\$4,811
2nd Assistant	\$3,317	\$3,919	\$4,523
3rd Assistant	\$2,699	\$3,188	\$3,680
Stage Manager			
Head	\$3,653	\$4,318	\$4,983
Assistant	\$1,896	\$2,241	\$2,588
Student Council			
High School	\$4,357	\$5,148	\$5,940
Middle School	\$1,685	\$1,991	\$2,299
Elementary School	\$1,516	\$1,791	\$1,964
Swimming			
Head Coach	\$5,309	\$5,978	\$6,898
1st Assistant	\$3,893	\$4,601	\$5,308
2nd Assistant	\$3,893	\$4,601	\$5,308
Tennis			
Head Coach	\$4,907	\$5,148	\$5,940
1st Assistant	\$3,597	\$4,253	\$4,906
TV Production - HS	\$3,653	\$4,318	\$4,982
Track			
Head Coach	\$5,289	\$6,144	\$7,091
1st Assistant	\$3,878	\$4,582	\$5,288
2nd Assistant	\$3,878	\$4,582	\$5,288
Indoor - Head Coach	\$4,777	\$5,647	\$6,514
1st Assistant - Indoor	\$3,372	\$3,987	\$4,599
Unified Sports Coach - HS	\$2,178	\$2,603	\$2,971
Volleyball			
Head Coach	\$4,236	\$4,817	\$5,556
1st Assistant	\$3,106	\$3,671	\$4,235
2nd Assistant	\$2,417	\$2,856	\$3,296
Weight Training			

Year Long	\$2,881	\$3,404	\$3,929
Fall	\$2,810	\$3,320	\$3,831
Winter	\$3,372	\$3,987	\$4,599
Spring	\$2,459	\$2,906	
Team	\$3,864	\$4,567	
Wrestling Coach			
Head Coach	\$5,972	\$7,057	\$8,143
1st Assistant	\$4,300	\$5,082	\$5,865
2nd Assistant	\$3,233	\$3,820	\$4,409
Yearbook			
High School Adv.	\$5,058	\$5,978	\$6,898
Middle School Adv.	\$2,038	\$2,408	\$2,780
High School Treas.	\$3,529	\$4,169	\$4,811
Unified Sports Coach	\$2,135	\$2,522	\$2,912
Chemical Hygiene Officer	\$3,183	\$3,918	\$4,533
Best Buddies	\$3,545	\$4,069	\$4,695
Student Fan Club	\$1,546	\$1,827	\$2,110

## **PART 2**

### **BOARD/ADMINISTRATIVE POLICIES**

#### **4.1.4 Elementary Class Size and Staffing Adequacy**

- a. Special Education - Intensive or Self-Contained

Intensive or Self-Contained elementary Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Intensive/Self-Contained model as noted below:

Not more than ten (10)

- b. Special Education – Resource

Elementary Special Education students will be assigned to a resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty (20)

#### **4.1.5 Elementary and Secondary Class Size (Board Policy #6151)**

- a. Class size shall be consistent with the requirements for good instructional procedure and efficient use of teaching personnel.
- b. For normal class instruction, a class not exceeding 25 pupils will be considered desirable.
- c. A class size of 15 shall be considered a minimum for efficient utilization of the teaching staff.
- d. When class size in grades K-2 exceeds 30, the class may be divided or a teaching assistant provided.
- e. When class size in grades 3-6 exceeds 35, the class may be divided or a teaching assistant provided.
- f. Secondary class size shall not exceed 35 for normal class operation.

#### **4.3.4 Secondary Special Education Class Size (Administrative Policy)**

- a. Student Load - Special Education - Intensive

Intensive Secondary Middle School Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Secondary Middle School model as noted below:

Not more than ten (10)

- b. Student Load - Special Education - Resource

Secondary Middle School Special Education students will be assigned to a Resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty (20)

- c. Student Load - Special Education - Intensive

Intensive Secondary High School Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Intensive Secondary model as noted below:

Not more than twelve (12)

- d. Student Load - Special Education - Resource

Secondary High School Special Education students will be assigned to a Resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty-five (25)

#### **4.6 FACULTY AND DEPARTMENT MEETINGS (Administrative Policy)**

- a. Tuesday afternoons shall be reserved by all members of the professional staff for faculty or departmental meetings.

- i. All staff members shall remain at the meeting until it is officially adjourned. Any deviation shall be cleared through the chairman in advance.

- ii. Although no definitive time limits can be established it is suggested that meetings should not go beyond 1 1/2 hours.
- iii. Excused absence shall be based upon extraordinary or unavoidable circumstances beyond the control of the person involved and approved by the teacher's immediate supervisor.
- iv. Absence from faculty or departmental meeting shall be communicated to the chairman of the meeting in advance by the teacher.
- v. Those personnel who have coaching assignments are excused from faculty or departmental meetings only at those times when an interscholastic contest is to be held.
- vi. Unexcused Absence
  - a. All unexcused absences shall be reported in writing by the chairman of the meeting, to the immediate supervisor of the teacher.
  - b. The immediate supervisor will discuss the problem with the teacher concerned to rectify the situation.
  - c. If there is a second occurrence, a written report shall be submitted to the Administrative Assistant for Personnel by the immediate supervisor with a copy to the staff member involved.

#### **4.7 PROMOTION OF STAFF MEMBERS (Administrative Policy)**

- a. When administrative vacancies occur in the system, notice is given to staff. Such notice contains the minimum qualifications in terms of education and experience, the duties and certification requirements.
- b. Candidates are evaluated by the Superintendent in conjunction with a screening committee appointed by the Superintendent. All recommendations are referred to the Board of Education for action subsequent to the following procedures:
  - aa. Determination of qualifications.
  - bb. Announcement of vacancy.
  - cc. Evaluation of credentials of candidates.



- dd. Interview of final candidates.
- ee. Recommendation by committee to the Superintendent.
- ff. Recommendation by Superintendent to Board of Education.
- gg. Appointment by Board of Education.

#### **4.8 EARLY LEAVE POLICY (Administrative Policy)**

For a request for early leave to be considered, the teacher must notify the Administrative Assistant for Personnel, in writing, on or before April 1, that he or she has applied for a certain program, giving details of time, place and nature of program. Teachers should realize that their selection for a certain program requiring early leave because of distance or date of start of program will not necessarily guarantee early leave permission.

Request for early leave will require deduction of substitute pay, if such leave is permitted, unless there are extenuating circumstances.

#### **4.9.2. Personal or Private Absence Requests (Administrative Policy)\***

For Definition/Examples, see corresponding Administrative Section.

Personal or private absence with pay or personal absence with pay less substitute shall be granted subject to the formal approval of the superintendent of schools. Such absence shall not be charged against the staff member's sick leave allowance.

##### **4.9.2.1. Personal or Private Absence Requests**

Personal or private business days shall be used only in situations of urgency for the purpose of conducting business which is impossible to transact on the weekend or after school hours. Before making any requests for absences of such nature, staff members should bear in mind that their professional and moral responsibility is to be in the classroom or at the appropriate place of assigned work.

Staff members wishing to utilize a personal or private business day must submit the appropriate form to the Superintendent at least five (5) school days in advance of the anticipated absence. The general reason shall be indicated on the form. The moral and professional responsibility for personal or private judgment shall rest with the individual staff member.

If the nature of the request is that of an extreme emergency, the appropriate form must be submitted at the earliest possible time. Personal or private business days cannot be used prior to or following vacations, single holidays or Teachers'

Convention Day if the purpose is an extension of such holiday or vacation, even if the day immediately preceding or following the above days is taken with loss of pay. All non-permitted days of absence prior or subsequent to days of permitted absence, taken in sequence, shall be deducted. Any situation involving absence which in the opinion of the Superintendent needs investigation may be explored by the proper legal authority.

### **Definitions**

- a. Immediate Family  
Spouse, Child, Parent, Guardian, Ward, Sibling, Civil Union Partner.
- b. Near Relative  
Parent-in-law, Sibling-in-law, First Cousin, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild.
- c. Immediate Household  
Anyone other than a member of the immediate family or a near relative, with whom the employee resides

#### **4.9.2.2 Absence with Full Pay**

- a. Business Absence  
Any absence for business which requires the presence of the individual; and,
  - aa. Bank business
  - bb. Conference with author/publisher
  - cc. Military training obligation
  - dd. Moving arrangements
- b. Legal Absence  
Any absence for legal proceedings which require the presence of the individual and which could not be conducted at times other than the school day.
  - aa. Court appearance

- bb. Property closing
  - cc. Estate settlement
  - dd. Adoption proceedings
- c. Death
  - aa. Immediate family
  - bb. Near relative or member of the immediate household
  - cc. Close friend
- d. Family Obligations (absolutely necessary)
  - aa. Emergency in the home
  - bb. Personal recognition, honors, citations for members of the immediate family or immediate household
  - cc. Wedding in the immediate family or immediate household
  - dd. Transportation for incapacitated member of the immediate family or the immediate household
  - ee. Illness of member of the immediate family or immediate household
  - ff. Birth of a child
- e. Religious
  - aa. Ordination/profession of member of the immediate family, immediate household or near relative
  - bb. Sacred rites for members of immediate family, immediate household, or near relative
- f. Educational
  - aa. School registration of child
  - bb. College conference concerning member of immediate family or immediate household

- cc. University commencement of member of immediate family or immediate household
- dd. Approved attendance at conference, convention, seminar
- ee. Fellowship (travel)
- ff. Interviews for fellowships and doctoral requirements
- gg. Observing in another town (course requirement)
- hh. Approved school business (these days would not be counted against the allowed personal days)
- ii. Approved visitation at own or at other schools
- jj. Doctoral examinations
- g. Medical
  - aa. Illness of immediate family or member of immediate household.
  - bb. Medical, dental, psychiatric consultation, examination, surgery
- h. Private

One of the allowed days may be used for an absence which in the professional judgment of the employee, is deemed important and reasonable.

#### **4.9.2.3 Absence with Pay Less Substitute**

- a. Business Absence
 

Any absence for business which requests but does not require, the presence of the individual, and which could not effectively be done at times other than the school day

  - aa. Fraternal, philanthropic organization, meeting
  - bb. Interview for a job
- b. Legal Business

Any absence for legal proceedings which request but do not require the presence of the individual and could not effectively be done at times other than the school day.

- aa. Consultation with attorney
- c. Death - Close friend
- d. Family Obligation (not absolutely necessary) i.e. Wedding of near relative or friend
- e. Religious
  - aa. Ordination/Profession of near relative or friend
  - bb. Sacred rites of a friend
- f. Educational
  - aa. Commencement of near relative or friend
  - bb. School visit of child
- g. Medical
  - aa. Medical exam for overseas teaching
  - bb. Medical exam for marriage

#### **7.2.1 Notification to Staff of IEP Goal Requirements\***

The Building Planning and Placement team is responsible to provide each teacher involved in any part of a special education student's instructional goals with necessary information in a timely manner.

#### **7.2.2 Right to Call a Planning and Placement Meeting\***

Regulation 10-76d-11 provides that each Planning and Placement Team shall review and, if appropriate, revise each child's individualized education program periodically but not less than annually. In addition, a review shall be made upon request of the parents or personnel working with the child, provided the child's educational performance indicates the need for a review.

The regulation provides any member of the professional staff working with the child the right to request a Planning and Placement Team (PPT) meeting to consider a change in the Individual Education Program (IEP). It is incumbent upon

the chairperson of the PPT to call the meeting and to follow the procedure prescribed by the state and federal law.

## **OTHER SELECTED POLICIES AND MEMORANDA**

### **AS OF THIS PRINTING**

#### **PHYSICAL EXAMINATION - (BOARD POLICY 4114)**

All personnel, on appointment, shall present evidence of physical and mental fitness in accord with the requirements prescribed by the Fairfield Department of Health.

On request of the Superintendent, any staff member may be required to present evidence from a qualified physician that he/she is physically and/or mentally qualified to perform his/her duties in a satisfactory manner.

#### **ASSIGNMENT OF PERSONNEL - (BOARD POLICY 4115)**

Assignment of personnel shall be made by the Superintendent in the best interest of the Fairfield Public Schools.

The Superintendent shall specify and assign duties to personnel, and shall be responsible for the enforcement of such rules and other contractual obligations as the Board may from time to time establish for the proper and efficient operation of the school district.

The assignment of personnel may include assignments at times not restricted to the traditional school day in order to maximize the effectiveness of staff, programs, and time for instruction.

Transfers shall be made in the best interest of the Fairfield Public Schools.

#### **TERMINATION OF EMPLOYMENT - (BOARD POLICY 4119)**

Employees possessing firearms or legally defined weaponry while on school premises will be subject to employment termination proceedings.

#### **SMOKING BY SCHOOL EMPLOYEES - (BOARD POLICY 4119.5)**

Smoking by school employees will not be permitted in any public school building or on school grounds in the Town of Fairfield during the school day. Smoking is permitted by students and staff in Continuing Education, and adults attending meetings in school buildings in designated outside areas which are equipped with receptacles for ashes and associated debris.

PA93-304 prohibits smoking in school buildings while school is in session or student activities are being conducted. There is no designated area in the school building for employees.

#### **CHILD ABUSE - (BOARD POLICY 4119.6)**

In compliance with the Connecticut General Statutes §17-A101, the Fairfield Board of Education recognizes all professional and paraprofessional school employees as mandated reporters in all suspected cases of child abuse in and out of school. In order to protect children from injury and neglect, any suspicion of abuse must be immediately reported (within 72 hours) to the agency designated by State Statutes and to the Superintendent or his/her designee. Failure results in a fine.

#### **DRUG-FREE WORK PLACE - (BOARD POLICY 4119.7)**

In accordance with the Drug-Free Work Place Act of 1988 and the Drug-Free School Act, it is the policy of the Fairfield Public Schools to prevent and prohibit the use or possession of drugs and alcohol on school premises and, further, to prohibit any use of drugs or alcohol which would impair an employee's performance during school hours.

Violations of this policy, including the possession, use, distribution of any drug or alcohol, or drug paraphernalia and/or being under the influence of drugs or alcohol on school property or at any school sponsored event, will be dealt with in accordance with Administrative Regulations.

Since drug or alcohol use and abuse may be indicative of serious underlying problems, the Board of Education shall make every effort to offer an employee help and assistance that could include early identification of substance abuse problems, referral for treatment and aftercare.

In dealing with infractions, school personnel recognize that a sanctuary will not be provided for those who violate local, state, and federal law. Administrative Regulations will govern the involvement of the Police Department with respect to violations which occur on school property or at school sponsored events.

#### **Administrative Regulations**

1. Employees who violate the provisions of Board of Education Policy 4119.7 Drug-Free Work Place, will be subject to disciplinary action, consistent with applicable state and federal laws which may include referral for criminal prosecution. Disciplinary action will include at a minimum a letter of reprimand and may include but is not limited to suspension or termination from employment. Enrollment and successful completion of an appropriate substance abuse rehabilitation program may be required at the discretion of the administration.

2. Employees of the Fairfield Public Schools shall report any suspected violation of Board Policy 4119.7 Drug-Free Work Place, to an administrator or directly to the Superintendent of Schools. The Superintendent or his/her designee will immediately investigate the allegation and meet with the alleged violator. Any disciplinary sanctions imposed will ensure that similar violations are treated similarly.
3. All employees will be notified of this policy on a yearly basis, and are to recognize that compliance is mandated.
4. Information about available drug and alcohol counseling, rehabilitation and re-entry programs will be made available to employees.

### **POLICY REGARDING SEXUAL HARASSMENT**

It is the policy of the Fairfield Public Schools to maintain a working and learning environment free from harassment, insults or intimidation on the basis of sex or sexual orientation. Sexual harassment is against the law and against school district policy. (Connecticut General Statutes Section 46a-60 as amended and Title VII and Title IX of the Education Amendment (29 C.F.R. SS1604.11).

"Sexual harassment" is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or, (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes any such conduct on the part of an employee toward a student.

No employee shall engage in any such conduct or condone such conduct by students. Furthermore, retaliation against an employee or student making a complaint is also prohibited.

Violations of this policy will result in disciplinary action. This disciplinary action may include but is not limited to a reprimand, probation, suspension or termination.

Complaints should be referred to the Title IX Coordinator at Fairfield High School if the occurrence involved the high school. All other complaints should be referred to the District Title IX Coordinator. Investigations of the alleged violations shall commence immediately and a report rendered to the Superintendent within forty (40) days. Those involved with a sexual harassment investigation are expected to protect the confidentiality of all individuals and information related to the case. Investigations will be documented with a written,



factual report, regardless of the investigation's outcome. Findings of an investigation may be appealed to the Board of Education.

## **POLICY REGARDING PHYSICAL FORCE -**

### **(BOARD POLICY 5113)**

Corporal punishment as a disciplinary measure is prohibited in the Fairfield Public Schools. Notwithstanding this, physical force may be used to quell a disturbance which threatens physical injury to others, to obtain possession of weapons or other dangerous objects, for the purpose of self-defense, and for the protection of persons and property.

## **POLICY REGARDING ELECTRONIC MONITORING**

Pursuant to the authority of Public Act 98-142, the Board of Education hereby gives notice to all its employees of the potential use of electronic monitoring in its workplace. While the Board may not actually engage in the use of electronic monitoring, it reserves the right to do so when determined to be appropriate by the Board or the Superintendent of Schools at their discretion.

“Electronic monitoring,” as defined by Public Act 98-142, means the collection of information on school district premises concerning employees’ activities or communications, by any means other than direct observation of the employees. Electronic monitoring includes the use of a computer, telephone, wire, radio, camera, electromagnetic, photo-electronic or photo-optical systems. The law does not cover the collection of information (A) for security purposes in any common areas of the Board of Education premises which are open to the public, or (B) which is prohibited under other state or federal law.

All staff members are made aware of the following:

- Virtually all electronic devices retain a record of each use, and the information about that use may be recoverable.
- Electronic communications may not be secure and therefore may not be an appropriate means by which to communicate confidential or sensitive information.
- Freedom of information Regulations apply to information maintained and/or communicated electronically as well as to information maintained or communicated on other media.

The law also provides that, where electronic monitoring may produce evidence of misconduct, the school district may use electronic monitoring without any prior notice when the Board and/or Superintendent have reasonable grounds to believe employees of the school system are engaged in conduct that (1) violates the law, (2) violates the legal

rights of the Board of Education or other employees, or (3) creates a hostile work environment.

### **USE OF WORKPLACE FACILITIES, PROPERTY AND RESOURCES**

The Board of Education gives notice to all employees that school system facilities, property, and resources are provided for uses which are consistent with the employee's job responsibilities. Other uses of school system facilities, property, and resources require prior approval of the employee's supervisor, with the exception of incidental personal use.

### **PROFESSIONAL DEVELOPMENT (ADMINISTRATIVE POLICY)**

**(BOARD ACTION DECEMBER 12, 1995)**

a. Elementary Level

There will be three (3) early release Professional Development and Planning days during the school year.

b. Middle and High School

Require 10 additional work hours per year of Professional Time for each staff member.

This proposal allows for teachers to develop plans relative to the improvement of instruction priorities in our school system. The time used to work on these plans is an addition to the established work day or work year. The work time should be scheduled in a flexible manner acceptable to both teachers and building administrators.

Plans can take, but are not limited to, any of the following forms:

1. Professional Development
2. Curriculum and Program Planning
3. Professional Collaboration
4. Observation of Other Schools and/or Programs

Plans developed by teachers must be submitted to the designated Administrator and approved in advance.

## MEMORANDUM OF INTENT

Following negotiations with the Fairfield Board of Education and the Fairfield Education Association, for a contract to be effective July 1, 1990 and terminating June 30, 1993, it was agreed that some further clarification was necessary as it relates to the new language in Article VIII i, Insurance Cost Containment. Both parties had a mutual interest in meeting for clarification. The following is reflective of the mutual intent of both parties and should help to serve as clarification and guidance for administrative implementation of the language.

Re: Recovery Incentive Program

It is the intent that the responsibility rests with the employee to follow up on any perceived errors and report same with appropriate documentation to the Board of Education insurance clerk.

Re: Stipend of \$500

It is provided to teachers who elect to waive in writing all health insurance coverage provided by the Fairfield Board of Education. It is clear that those individuals who had already waived insurance coverage would not be affected by the new contract waiver program. This stipend would be available only to individuals presently covered in part or in all for health insurance coverage and who elect to sign a waiver to remove themselves from all Board of Education sponsored insurance.

Re: Number of Payments

While the contract language suggests four equal payments, it is understood that should the Business Office believe a single payment would be more easily managed, then, such would be communicated by the Business Administrator to the president of the FEA prior to the initial implementation. It is understood that this stipend is a one-time payment.

Re: Employed Spouses

It is recognized that there are employees within the bargaining unit who have spouses also employed within the school district. It is the understanding of the parties that the intent was to encourage individuals to remove him/herself from health insurance coverage provided by the Fairfield Board of Education. Hence, to drop coverage and rejoin under one's spouse does not meet the intent of the program..

Re: Electing to Resume Board Provided Insurance

Benefits will not be provided for pre-existing conditions, disease, or ailment if the condition existed within a period of six months immediately prior to the member's effective date of reinstatement in such a manner as would cause a reasonably prudent person to seek diagnosis, care or treatment, or, medical advice or treatment was

recommended or received. Notwithstanding the foregoing, such benefits will be provided for pre-existing conditions after twelve months following the member's reinstatement. The pre-existing condition exclusion is not applicable to benefits for newborns.

Re: Waiver Disclaimer

The waiver which an individual signs to remove him or herself from the Board insurance program so as to qualify for the stipend should, at the same time, have included within or as part of this waiver document a disclaimer indicating the conditions that must be met and/or situations that are excluded. There must be fair and reasonable warning to protect both the Association and Board of Education.

Re: Hardship Situations

Both parties recognize that there are circumstances or hardships that might cause one to opt back into the insurance program. In such cases, arrangements should be made and/or efforts to allow in a most expeditious manner, the complete and full restoration to benefit coverage. Such circumstances might include death of a spouse or family member, divorce, and/or involuntary loss of employment on the part of the insuring spouse.

Re: Both parties recognize that as this intent document is prepared, there may be issues or circumstances that neither party conceives or is aware of and for which further discussions may be necessary as it relates to the intent of the newly negotiated language.

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## IMPORTANT TELEPHONE NUMBERS

Human Resources Office .....	(203) 255-8462
Fairfield Education Association.....	(203) 255-2627
Payroll Office.....	(203) 255-8386
Insurance Office.....	(203) 255-8381
State Certification Board.....	(860) 566-4561
State Teachers' Retirement Board.....	(860) 566-5285

## CREDIT UNIONS

Fairfield/Bridgeport Teachers' Credit Union .....	(203) 576-0554
Town of Fairfield Credit Union .....	(203) 256-3133





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West Hartford, CT 06107  
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November 27, 2020

Ms. Bestsy P. Browne, Clerk  
Town of Fairfield  
Old Town Hall  
611 Old Post Road  
Fairfield, CT 06824

**RE:** Fairfield Board of Education and Fairfield Education Association

Dear Ms. Browne,

Pursuant to Connecticut General Statute Section 10-153f (as amended), enclosed please find the Stipulated Award of the arbitration panel in the above referenced matter.

Sincerely,

William DeVane Logue  
Arbitration Panel Chairperson

RECEIVED

DEC -1 2020

TOWN CLERK'S OFFICE  
FAIRFIELD, CT

STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION  
ARBITRATION PROCEEDINGS  
GENERAL STATUTES OF CONNECTICUT  
Under Section 10-153f (as Amended)

In the matter of Arbitration (Mid-Term) Between  
FAIRFIELD BOARD OF EDUCATION  
-AND-  
FAIRFIELD EDUCATION ASSOCIATION

STIPULATED AWARD DATE: November 23, 2020

THE ARBITRATION PANEL

William DeVane Logue, J.D., – Chair and representing the interests of the public

John M. Romanow, Esq., – Representing the interests of the Fairfield Board of  
Education

Gail McKinley-Anderson – Representing the interests of the Fairfield Education  
Association

APPEARANCES

For the Fairfield Board of Education – Stephen Sedor, Esq.

For the Fairfield Education Association – Eric Fisher

### THE PROCEEDINGS

This is a mid-term interest arbitration proceeding between the Fairfield Board of Education (hereinafter the "Board") and the Fairfield Education Association (hereinafter the "Association") entered into in response to a demand by the Association. The arbitration proceeding was scheduled when issues related to the schedule of elementary school teachers in the Fairfield Public Schools remained unresolved. The Panel convened on November 6, 2020 and scheduled a date to conduct the hearing. Prior to the hearing the parties conferred and reached agreement on all outstanding issues and submitted an executed Memorandum of Understanding to the Panel. Pursuant to Connecticut General Statute 10-153 f (c)(4), "(t)he decision of the arbitrators ... shall incorporate those items of agreement the parties have reached prior to its issues." Accordingly, this Award incorporates the Memorandum of Understanding as the stipulated agreement between the Board and the Association that the statutes mandate the panel to accept.

By the undersigned:

A handwritten signature in dark ink, appearing to read "William DeVane Logue", is written over a horizontal line.

William DeVane Logue, J.D.

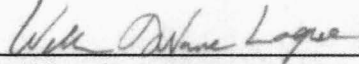
Panel Chair

November 23, 2020

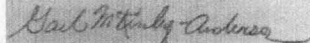
In the Matter of Binding Arbitration :  
 :  
Between :  
 :  
The Fairfield Board of Education :  
 :  
-and- :  
 :  
The Fairfield Education Association :


In accordance with Connecticut General Statute §10-153f the panel awards the attached stipulation of the parties as its award in the above referenced arbitration proceeding, which resolves all outstanding issues between the parties.

ARBITRATION PANEL

  
William DeVane Logue, JD

Chairperson, Arbitration Panel

  
Gail McKinley-Anderson  
Representing the Interests of the  
The Fairfield Education Association

  
John M. Romanow, Esq.  
Representing the Interests of the  
Fairfield Board of Education

November 23, 2020

In the matter of binding mid-term arbitration :

Between :  
Fairfield Board of Education : SUBJECT: Contract Dispute  
And : (Last Best Offer Binding Arbitration)  
Fairfield Education Association :

OATH FOR  
CHAIRPERSON OF ARBITRATION PANEL

State of Connecticut :  
County of Hartford : ss: West Hartford

The undersigned, representing the interests of the public in general, being duly sworn and being aware of the requirements for impartiality, hereby accepts the appointment as Chairperson of the Arbitration Panel to arbitrate the above subject and will faithfully and will faithfully and fairly hear and examine the matters in controversy between the above-named parties, in accordance with Section 10-153f of the Connecticut General Statutes, as amended, and will make a just award according to the best of my understanding.



William DeVane Logue, Chairperson, Arbitration Panel

Subscribed and sworn to before me  
this 6th day of November, 2020

**John Romanow**

John Romanow, Esq  
Commissioner of the Superior Court

Signature:   
John Romanow (Nov 6, 2020 09:05 EST)  
Email: jmromanow@aol.com

In the Matter of Binding Arbitration

Between

Fairfield Board of Education

-and-

Fairfield Education Association

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Subject \_\_\_\_\_  
(Last Best Offer Binding Arbitration)

**OATH FOR  
ARBITRATORS REPRESENTING THE INTERESTS OF EXCLUSIVE BARGAINING  
REPRESENTATIVES OF CERTIFIED EMPLOYEES**

STATE OF CONNECTICUT

COUNTY OF Fairfield

:  
:  
:  
:

ss: Fairfield Education Association

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: Gail McKinley Anderson  
Gail McKinley Anderson (Nov 6, 2020 08:40 EST)  
Gail McKinley-Anderson  
Arbitrator representing the interests of exclusive  
bargaining representatives of certified employees

Subscribed and sworn to before me this 6th day of November 2020.

William DeVane Logue  
William DeVane Logue, JD  
Commissioner of the Superior Court

In the Matter of Binding Arbitration

Between

Fairfield Board of Education

-and-

Fairfield Education Association

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:  
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Subject \_\_\_\_\_  
(Last Best Offer Binding Arbitration)

**OATH FOR  
ARBITRATORS REPRESENTING THE INTERESTS OF THE LOCAL AND  
REGIONAL BOARDS OF EDUCATION**

STATE OF CONNECTICUT

COUNTY OF Fairfield

:  
:  
:

ss: Greenwich

The undersigned, representing the interests of the local and regional boards of education, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: John Romanow  
John Romanow (Nov 6, 2020 09:03 EST)  
John Romanow, Esq.

Arbitrator representing the interests of the local  
and regional boards of education

Subscribed and sworn to before me this 6th day of November 2020.

William DeVane Logue  
William DeVane Logue, JD  
Commissioner of the Superior Court

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is being entered into voluntarily by and between the Fairfield Board of Education (the "BOARD") and the Fairfield Education Association (the "FEA") and is based upon the following circumstances:

WHEREAS, the FEA has filed a demand to bargain over certain issues related to the schedule of elementary school teachers in the Fairfield Public Schools; and

WHEREAS, the BOARD and the FEA have bargained in good faith in this matter; and

WHEREAS, the BOARD and the FEA wish to resolve all issues related to the demand to bargain and to submit this MOU as a stipulated award to the arbitration panel that convened on November 6, 2020;

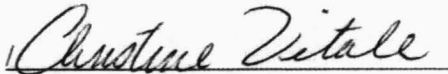
### **IT IS HEREBY AGREED AS FOLLOWS:**

1. For the time period of November 30, 2020 through December 23, 2020, the current hybrid school schedule for elementary schools shall continue, except the following shall take place:
  - Elementary school teachers shall not be required to teach social studies and/or health.
  - The school administration shall continue to provide teachers Number Corner and Word Work curriculum lessons (referred to as "grab and go" lessons) through December 23, 2020. Teachers shall be required to post such lessons and provide asynchronous support to students, which shall include providing feedback to students/parents for such lessons.
  - The BOARD shall release selected Math/Science Teachers ("MST") from their duties on November 23, 24 and 25 to prepare district-provided lessons and curriculum ("grab and go" lessons) for science class. Elementary school teachers shall be required to post such lessons and provide asynchronous support to students, which shall include providing feedback to students/parents for such lessons. If the lessons are not finished by November 25, the MSTs shall continue to create such "grab and go" lessons until they are completed.
  - Elementary school teachers shall be released from Tuesday afternoon staff meetings.
2. The current hybrid schedule for elementary school teachers shall cease on December 24, 2020 and a new schedule shall go into effect on January 4, 2021. Notwithstanding, nothing herein shall in any way prevent the BOARD from at any time changing and/or implementing the former schedule or a new schedule in the future, including but not limited to a hybrid and/or in-person instructional schedule. Prior to implementing a new schedule, the school administration shall

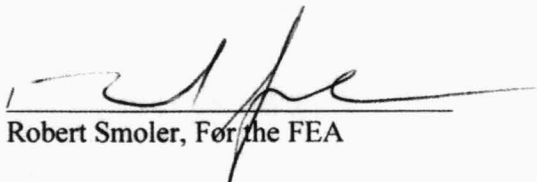


discuss the new schedule informally with the FEA, but the final decision shall be in the discretion of the school administration.

3. After the new schedule for elementary teachers is implemented on January 4, 2021, elementary school teachers shall receive 3 additional preparation periods of 50 minutes over a 6-day cycle, with such preparation periods to take place after the end of the student day. The days for such preparation periods shall be assigned at the discretion of the school administration. If a change in or departure from the new schedule is implemented after January 4, 2021 and such a change impacts these additional preparation periods, the school administration shall first meet with the FEA and informally discuss whether additional preparation periods, beyond that which are set forth in the collective bargaining agreement, are necessary
4. The school administration and the FEA shall meet informally 2 weeks after the implementation of the new schedule that goes into effect on January 4, 2021. They shall thereafter meet as necessary. These meetings shall be informal and not constitute bargaining.
5. The FEA does not waive its right to file a grievance and the Board reserves its defenses regarding any new learning models not addressed herein.
6. This MOU resolves all of the issues between the BOARD and the FEA related to the FEA's demand to bargain and/or the hybrid schedule since the start of the 2020-2021 school year and both parties agree that they shall file no further actions in any forum related to these issues. The parties agree that no grievances, TPPs, or other actions of any kind will be commenced regarding compensation, workload or other issues that may arise or may have arisen from the model.
7. This MOU is being entered into without prejudice and shall not constitute a pattern or practice with respect to any future matter, including but not limited to any workload issue, any interpretation of the Collective Bargaining Agreement, and/or any grievance or interest arbitration. This MOU may not be used in any future proceeding unless it is to either establish a breach of this MOU or to enforce the terms of this MOU.
8. This MOU shall expire on June 30, 2021.

  
For the Board

11 / 20 / 2020  
Date

  
Robert Smoler, For the FEA

11 / 19 / 2020  
Date

Memorandum

To: RTM Members  
Fr: H. James Haselkamp, Jr. Director HR  
Re: Revised VERIP Plan  
Dt: December 1, 2020  
Cc: Brenda Kupchick, First Selectwoman

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Attached please find three revised VERIP agreements between the Town and the THEA, DPW and PETA unions. The major changes are as follows, for those in the Normal Retirement category, the pension enhancement is reduced from 6% to 3% and instead each employee receives a lump sum payment of \$5,000 per year for four years. For those in the Early Retirement category, the early retirement reduction penalties, which were originally waived, are now 50% of the penalty and they receive a lump sum payment of \$2,500 for four (4) years.

In addition, we agreed to a process where eligible employees would submit an expression of interest. The Town would then conduct a financial analysis based on those who are likely to elect the package. The financial analysis reflects our estimate that seventeen normal retirements and six early retirements will occur. We have attached the analysis from Hooker & Holcomb and the Town's financial assessment of the overall cost the VERIP program. We look forward to answering any questions in this regard.

**Town of Fairfield**  
**and**  
**Fairfield Professional and Technical Employees (PETA)**

The Town of Fairfield ("Town") and the Fairfield Professional and Technical Employees Union ("Union") hereby agree to the following voluntary early retirement incentive plan ("VERIP") for eligible bargaining unit members, as defined herein. The Parties agree that this VERIP is designed to ease the financial transition from full employment to retirement while providing the Town the benefit of advanced notification of the retirement intentions of such members as well as allow the Town to reorganize and restructure.

**Eligibility Requirements:**

Any members of the union may avail himself/herself of the VERIP provided herein upon meeting the following eligibility requirements:

I. The applicant must be an active full time employee of the Town of Fairfield on the date of his/her application.

The applicant must be currently (as of December 1, 2020) eligible for a normal retirement or early retirement as summarized in the attached document.

The applicant must submit to the Director of Human Resources, no later than 4:00 p.m. on December 18, 2020, a signed "Election and Retirement Notice," attached hereto. **Resignation shall be irrevocable upon receipt by the Director of Human Resources.**

**Benefits:**

Eligible members that voluntarily elect the VERIP as provided herein:

**A. Normal Retirement: age 62 and 10 years (as of 12/1/2020)**

1. Each eligible employee shall receive a pension adjustment equivalent to 1.5 years of service at 2% per year (Three (3%) percent total pension adjustment to multiplier).
2. Each eligible employee age 65 or older will not be required to make the employee health care contributions for three (3) years from the date of retirement. Employees under 65 shall not be required to make employee/retiree health care contributions for three (3) years from the time they reach age 65.

**B. Early Retirement: age 58 and 15 years (As of 11/1/2020):**

1. Each eligible employee shall have the actuarial reduction factors (early retirement penalties) for early retirement reduced by 50% or .2775% for each month an individual retires early.
2. Eligible employees shall be eligible for the retiree health care as outlined in the current contract and as may change from time to time.
3. Eligible employees shall contribute half the cost as active employees pay or 8% for health insurance, the percentage being frozen at time of retirement until the retiree reaches age 65. At age 65 and older, employees shall contribute the cost for health insurance as contained in the union contract expiring June 30, 2020.
4. Employees electing to retire early shall have the option to elect survivorship options as outlined in pension plan document

**C. Lump Sum:**

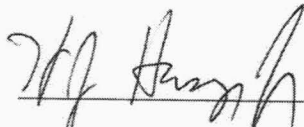
1. **Normal Retirement (as defined above):** Eligible employees shall receive an incentive payment of five thousand dollars (\$5,000) per year for four (4) consecutive years, commencing July 1, 2021 and ending July 1, 2024. This payment will be made within thirty days (30) of each July 1<sup>st</sup> minus applicable withholdings.
2. **Early Retirement (as defined above):** Eligible employees shall receive an incentive payment of two thousand five hundred dollars (\$2,500) per year for four (4) consecutive years, commencing July 1, 2021 and ending July 1, 2024. This payment will be made within thirty days (30) of each July 1<sup>st</sup> minus applicable withholdings.

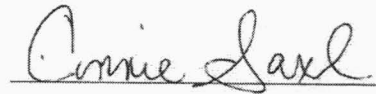
**General Conditions:**

1. The window to elect the VERIP is December 15, 2020- December 18, 2020 (4 p.m).
2. The effective date of retirement is January 1, 2021.
3. This VERIP is subject to approval of the RTM and is **not** subject to negotiations under the Municipal Employees Relations Act (MERA).
4. Employees are required to "express interest" in the Plan in order for the Town to estimate the cost of the VERIP. This expression is confidential and does not bind the employee to a final decision regarding their participation in the plan. However, if the employee does not express interest they are not eligible to participate in the VERIP. The deadline for expressing interest is Tuesday, November 24, 2020.
5. This plan and the benefits hereunder may be withdrawn and rejected by the Town if fewer than two (2) qualified members elect participation in the VERIP by December 18, 2020.

However, the Town may waive the minimum number of participants in its sole discretion.

6. Any and all Town decisions under this VERIP are final and are not subject to the grievance or arbitration process.
7. Notwithstanding any restriction to the contrary, employees/retirees may be reemployed in a part time or temporary status, in any capacity, provided they are working less than twenty (20) hours on average.
8. The VERIP is a one-time offer and may not be extended or implemented in future years unless the Town and the Union are in mutual agreement to reinstate such a plan. This plan shall not establish any precedent or be used to indicate a past practice by either party in the future. This plan does not in any way alter, add to or delete from the current collective bargaining agreement between parties, except as specifically stated herein for those qualified applicants who meet the eligibility criteria and elect participation in this plan.
9. Within thirty (30) days of separation, the Town will make the required severance payments for vacation and compensatory time, if applicable as outlined in the collective bargaining agreement.

  
\_\_\_\_\_  
For Town

  
\_\_\_\_\_  
For Union PTEA

Dated: 11/20/2020

Dated: 11-20-20

TOWN OF  
FAIRFIELD  
VOLUNTARY EARLY RETIREMENT  
INCENTIVE PLAN ELECTION AND  
RETIREMENT NOTICE

ELECTION FORM

I, \_\_\_\_\_ hereby elect to participate in the Town of Fairfield Voluntary Early Retirement Incentive Plan ("VERIP"). I understand that this form must be received by the Human Resources office by 4:00 p.m. on December 18, 2020. Pursuant to the terms of the VERIP, I understand that upon receipt of this form by the HR office, my voluntary election to retire, effective January 1, 2021 will be IRREVOCABLE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Town of Fairfield**  
**and**  
**The United Public Service Employees Union Unit #222 (THEA)**

The Town of Fairfield ("Town") and the United Public Service Employees Union ("Union") hereby agree to the following voluntary early retirement incentive plan ("VERIP") for eligible bargaining unit members, as defined herein. The Parties agree that this VERIP is designed to ease the financial transition from full employment to retirement while providing the Town the benefit of advanced notification of the retirement intentions of such members as well as allow the Town to reorganize and restructure.

**Eligibility Requirements:**

Any members of the union may avail himself/herself of the VERIP provided herein upon meeting the following eligibility requirements:

I. The applicant must be an active full time employee of the Town of Fairfield on the date of his/her application.

The applicant must be currently (as of December 1, 2020) eligible for a normal retirement or early retirement as summarized in the attached document.

The applicant must submit to the Director of Human Resources, no later than 4:00 p.m. on December 18, 2020, a signed "Election and Retirement Notice," attached hereto. **Resignation shall be irrevocable upon receipt by the Director of Human Resources.**

**Benefits:**

Eligible members that voluntarily elect the VERIP as provided herein

**A. Normal Retirement: age 62 and 10 years (as of 12/1/2020)**

1. Each eligible employee shall receive a pension adjustment equivalent to one and a half years of service at 2% per year (Three (3%) percent pension adjustment to multiplier).
2. Each eligible employee age 65 or older retiring will not be required to make the employee health care contributions for three (3) years from the date of retirement, as currently required by contract. Employees under 65 shall, once they reach age 65, not be required to make employee/retiree health care contributions for three (3) years from the date of retirement, as currently required by contract.

**B. Early Retirement: age 58 and 15 years (as of 12/1/2020):**

1. Each eligible employee shall have the actuarial reduction factors (early retirement penalties) for retirement reduced by 50% or .2775% for each month an individual retires early.
2. Employees shall be eligible for the retiree health care as outlined in the current contract and as may change from time to time.
3. Eligible employees shall contribute half the cost as active employees pay for health insurance until age 62, the percentage being frozen at time of retirement until they reach age 62. At age 65 and older, employees shall contribute the cost for health insurance as contained in the contract, expiring June 30, 2021.
4. Employees electing retire early shall have the option to elect survivorship options as outlined in pension plan document

**C. Lump Sum:**

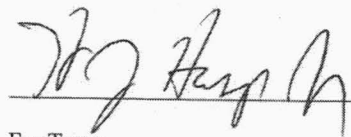
1. **Normal Retirement Eligible:** Eligible employees shall receive an incentive payment of five thousand dollars (\$5,000) per year for four (4) consecutive years, commencing July 1, 2021 and ending July 1, 2024. This payment will be made within thirty days (30) of each July 1<sup>st</sup> minus applicable withholdings.
2. **Early Retirement Eligible:** Eligible employees shall receive an incentive payment of two thousand five dollars (\$2,500) per year for four (4) consecutive years, commencing July 1, 2021 and ending July 1, 2024. This payment will be made within thirty days (30) of each July 1<sup>st</sup> minus applicable withholdings.

**General Conditions:**

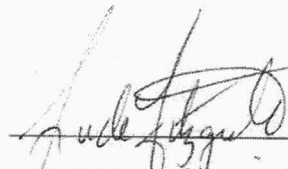
1. The window to elect the VERIP is December 15, 2020 – December 18, 2020 (4 p.m).
2. The effective date of retirement is January 1, 2021.
3. This VERIP is subject to approval of the RTM and is **not** subject to negotiations under the Municipal Employees Relations Act (MERA).
4. Employees are required to “express interest” in the Plan in order for the Town to estimate the cost of the VERIP. This expression is confidential and does not bind the employee to a final decision regarding their participation in the plan. However, if the employee does not express interest they are not eligible to participate in the VERIP. The deadline for submissions of interest is Tuesday November 24, 2020.
5. This plan and the benefits hereunder may be withdrawn and rejected by the Town if fewer than two (2) qualified members elect participation in the VERIP by December 18, 2020. However, the Town may waive the minimum number of participants in its sole discretion.



6. Any and all Town decisions under this VERIP are final and are not subject to grievance or arbitration process.
7. Notwithstanding any restriction to the contrary, employees/retirees may be reemployed in a part time or temporary status, in any capacity, provided they are working less than twenty (20) hours on average.
8. The VERIP is a one-time offer and may not be extended or implemented in future years unless the Town and the Union are in mutual agreement to reinstate such a plan. This plan shall not establish any precedent or be used to indicate a past practice by either party in the future. This plan does not in any way alter, add to or delete from the current collective bargaining agreement between parties, except as specifically stated herein for those qualified applicants who meet the eligibility criteria and elect participation in this plan.
9. Within thirty (30) days of separation, the Town will make the required severance payments for vacation and compensatory time, if applicable, as outlined in the collective bargaining agreement.

  
For Town

Dated: 11/19/20

  
For Union President

Dated: 11/19/20

TOWN OF  
FAIRFIELD  
VOLUNTARY EARLY RETIREMENT  
INCENTIVE PLAN ELECTION AND  
RETIREMENT NOTICE

ELECTION FORM

I, \_\_\_\_\_ hereby elect to participate in the Town of Fairfield Voluntary Early Retirement Incentive Plan ("VERIP"). I understand that this form must be received by the Human Resources office by 4:00 p.m. on December 18, 2020. Pursuant to the terms of the VERIP, I understand that upon receipt of this form by the HR office, my voluntary election to retire, effective January 1, 2021 will be IRREVOCABLE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Town of Fairfield**  
**and**  
**United Public Service Employees Union (DPW)**

The Town of Fairfield ("Town") and the United Public Service Employees Union #454 ("DPW Union") hereby agree to the following voluntary early retirement incentive plan ("VERIP") for eligible bargaining unit members, as defined herein. The Parties agree that this VERIP is designed to ease the financial transition from full employment to retirement while providing the Town the benefit of advanced notification of the retirement intentions of such members as well as allow the Town to reorganize and restructure.

**Eligibility Requirements:**

Any members of the union may avail himself/herself of the VERIP provided herein upon meeting the following eligibility requirements:

I. The applicant must be an active full time employee of the Town of Fairfield on the date of his/her application.

The applicant must be currently (as of December 1, 2020) eligible for a normal retirement or early retirement as defined herein.

The applicant must submit to the Director of Human Resources, no later than 4:00 p.m. on December 18 2020, a signed "Election and Retirement Notice," attached hereto. **Resignation shall be irrevocable upon receipt by the Director of Human Resources.**

**Benefits:**

Eligible members that voluntarily elect the VERIP as provided herein

**A. Normal Retirement: age 59.5 and 10 years (as of 12/1/2020)**

1. Each eligible employee shall receive a pension adjustment of 1.5 years of service or a three percent (3%) total pension adjustment.
2. For three years from retirement, employees will not be required to pay the employee/retiree cost share toward health care, thereafter retirees shall contribute as required by the union contract.

**B. Early Retirement: age 55 and 15 years (As of 12/1/2020):**

1. Each eligible employee shall have the actuarial reduction factors (early retirement penalties) for retirement reduced by 50% or .2775% for each month an individual retires early.
2. Eligible employees shall be eligible for the retiree health care as outlined in the current contract and as may change from time to time.
3. Eligible employees shall contribute half the cost as current active employees pay toward healthcare or 7.5%, the percentage being frozen at time of retirement until they reach age 65. At age 65 or older, employees shall contribute the cost for health insurance as outlined in the union contract expiring June 30, 2020.
4. Employees electing retire early shall have the ability to elect survivorship options as outlined in pension plan document.

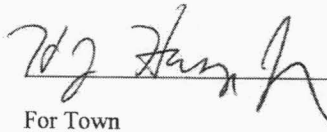
**C. Lump Sum:**


1. **Normal Retirement (as defined above):** Eligible employees shall receive an incentive payment of five thousand dollars (\$5,000) per year for four (4) consecutive years, commencing July 1, 2021 and ending July 1, 2024. This payment will be made within thirty days (30) of each July 1<sup>st</sup> minus applicable withholdings.
2. **Early Retirements (as defined above):** Eligible employees shall receive an incentive payment of two thousand five hundred dollars (\$2,500) per year for four (4) consecutive years, commencing July 1, 2021 and ending July 1, 2024. This payment will be made within thirty days (30) of each July 1<sup>st</sup> minus applicable withholdings.

**General Conditions:**

1. The window to elect the VERIP is December, 15, 2020 – December 18, 2020 (4 p.m.).
2. The effective date of retirement is January 1, 2021.
3. This VERIP is subject to approval of the RTM and is **not** subject to negotiations under the Municipal Employees Relations Act (MERA).
4. Employees are required to “express interest” in the Plan in order for the Town to estimate the cost of the VERIP. This expression is confidential and does not bind the employee to a final decision regarding their participation in the plan. However, if the employee does not express interest they are not eligible to participate in the VERIP. The deadline for expressing interest is Tuesday, November 24, 2020.

5. This plan and the benefits hereunder may be withdrawn and rejected by the Town if fewer than two (2) qualified members elect participation in the VERIP by October 15, 2020. However, the Town may waive the minimum number of participants in its sole discretion.
6. Any and all Town decisions under this VERIP are final and not subject to the grievance or arbitration process outline in the collective bargaining agreement.
7. Notwithstanding any restriction to the contrary, employees/retirees may be reemployed in a part time or temporary status, in any capacity, provided they are working less than twenty (20) hours per week on average.
8. The VERIP is a one-time offer and may not be extended or implemented in future years unless the Town and the Union are in mutual agreement to reinstate such a plan. This plan shall not establish any precedent or be used to indicate a past practice by either party in the future. This plan does not in any way alter, add to or delete from the current collective bargaining agreement between parties, except as specifically stated herein for those qualified applicants who meet the eligibility criteria and elect participation in this plan.
9. Within thirty (30) days of separation, the Town will make the required severance payments for vacation and compensatory time, if applicable as outlined in the collective bargaining agreement.

  
For Town

  
For Union

Dated: 11/19/20

11/18/20  
Dated:

# Town of Fairfield

## 2020 Early Retirement Incentive Analysis

	Baseline		ERP - Revised	
	Early Retirement	Normal Retirement	Early Retirement	Normal Retirement
Actuarial Accrued Liability				
Active Liability	4,639,426	8,435,123	5,371,754	10,639,235
Inactive Liability	-	-	-	-
Total Actuarial Accrued Liability	4,639,426	8,435,123	5,371,754	10,639,235
Market Value of Assets				
Actuarial Value of Assets				
Change in Actuarial Accrued Liability			732,328	2,204,112
Gross Normal Cost	49,914	193,621	-	-
Estimated employee contributions	(20,961)	(58,756)	-	-
Estimated administrative expenses	-	-	-	-
City's normal cost	28,953	134,865	-	-
Amortization of unfunded accrued liability	-	-	63,164	190,108
Contribution before adjustment as of the valuation date	28,953	134,865	63,164	190,108
Fiscal year ending	2022	2022	2022	2022
Adjustment for interest	494	2,301	1,077	3,243
Actuarially determined employer contribution	29,447	137,166	64,241	193,351

**Town of Fairfield**  
**2020 Early Retirement Incentive Analysis - Revised**

	Baseline		10% Retiree Cost Share Rets w/100% married, PPO, Med Elig	
	Early Retirement	Normal Retirement	Early Retirement	Normal Retirement
Actuarial Accrued Liability				
Active Liability	1,226,164	2,518,916	-	-
Inactive Liability	-	-	2,534,866	4,177,449
Total Actuarial Accrued Liability	1,226,164	2,518,916	2,534,866	4,177,449
Market Value of Assets				
Actuarial Value of Assets				
Change in Actuarial Accrued Liability			1,308,702	1,658,533
Gross Normal Cost	10,826	67,222	-	-
Estimated employee contributions	-	-	-	-
Estimated administrative expenses	-	-	-	-
City's normal cost	10,826	67,222	-	-
Amortization of unfunded accrued liability	-	-	103,219	130,810
Contribution before adjustment as of the valuation date	10,826	67,222	103,219	130,810
Fiscal year ending	2022	2022	2022	2022
Adjustment for interest	373	2,313	3,552	4,501
Actuarially determined employer contribution	11,199	69,535	106,771	135,311

# VERIP Budget Impact

VERIP-Related Costs	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
Vacation/Comp time Payout	\$ 319,705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401 A 5% for Replacements	\$ 24,908	\$ 59,780	\$ 62,769	\$ 65,907	\$ 69,203	\$ 72,663	\$ 76,296	\$ 80,111	\$ 84,116	\$ 88,322
Pension ADEC Increase	\$ -	\$ 90,979	\$ 90,979	\$ 90,979	\$ 90,979	\$ 90,979	\$ 90,979	\$ 90,979	\$ 90,979	\$ 90,979
OPEB ADEC Increase	\$ -	\$ 161,348	\$ 161,348	\$ 161,348	\$ 161,348	\$ 161,348	\$ 161,348	\$ 161,348	\$ 161,348	\$ 161,348
Waiver of Retiree Health Care Contribution	\$ -	\$ 23,577	\$ 23,577	\$ 23,577	\$ 23,577	\$ 23,577	\$ 23,577	\$ 23,577	\$ 23,577	\$ 23,577
Lump Sum (\$5k / yr / participant)	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Costs</b>	<b>\$ 344,613</b>	<b>\$ 435,684</b>	<b>\$ 438,673</b>	<b>\$ 441,811</b>	<b>\$ 445,107</b>	<b>\$ 348,567</b>	<b>\$ 352,200</b>	<b>\$ 356,015</b>	<b>\$ 360,020</b>	<b>\$ 364,226</b>

VERIP-Related Savings	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
Salary Differential of 20 Refilled Positions	\$ 170,310	\$ 340,620	\$ 340,620	\$ 340,620	\$ 340,620	\$ 340,620	\$ 340,620	\$ 340,620	\$ 340,620	\$ 340,620
Salary Savings - Three Unfilled Positions	\$ 157,500	\$ 330,750	\$ 347,288	\$ 364,652	\$ 382,884	\$ 330,750	\$ 347,288	\$ 364,652	\$ 382,884	\$ 402,029
Social Security Contribution Savings	\$ 11,108	\$ 22,216	\$ 22,216	\$ 22,216	\$ 22,216	\$ 22,216	\$ 22,216	\$ 22,216	\$ 22,216	\$ 22,216
Medicare Contribution Savings	\$ 2,598	\$ 5,196	\$ 5,196	\$ 5,196	\$ 5,196	\$ 5,196	\$ 5,196	\$ 5,196	\$ 5,196	\$ 5,196
One-Month Vacancy - Hiring Lag	\$ 166,576	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Savings</b>	<b>\$ 508,092</b>	<b>\$ 698,782</b>	<b>\$ 715,320</b>	<b>\$ 732,684</b>	<b>\$ 750,916</b>	<b>\$ 698,782</b>	<b>\$ 715,320</b>	<b>\$ 732,684</b>	<b>\$ 750,916</b>	<b>\$ 770,061</b>

<b>NET Budget SAVINGS of VERIP</b>	<b>\$ 163,479</b>	<b>\$ 263,098</b>	<b>\$ 276,647</b>	<b>\$ 290,872</b>	<b>\$ 305,810</b>	<b>\$ 350,215</b>	<b>\$ 363,119</b>	<b>\$ 376,669</b>	<b>\$ 390,896</b>	<b>\$ 405,834</b>
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