

“A RESOLUTION APPROPRIATING \$945,000 FOR THE REMEDIATION OF HISTORICAL CONTAINMENTS AND THE ENHANCEMENT OF RECREATIONAL FACILITIES AT GOULD MANOR PARK AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION” TO INCREASE THE APPROPRIATION AND BOND AUTHORIZATION BY \$450,000 TO A TOTAL OF \$1,395,000.

WHEREAS, on June 28, 2021, the Representative Town Meeting of the Town of Fairfield (the “Town”) approved a resolution (the “Resolution”) entitled “RESOLUTION APPROPRIATING \$945,000 FOR THE REMEDIATION OF HISTORICAL CONTAMINANTS AND THE ENHANCEMENT OF RECREATIONAL FACILITIES AT GOULD MANOR PARK AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION”; and

WHEREAS, due to additional enhancements needed at the recreational facilities at Gould Manor Park and increased costs for the remediation and enhancements previously anticipated, the Town desires to increase the appropriation and bond authorization by \$450,000 for a total appropriation and bond authorization of \$1,395,000; and

WHEREAS, it is necessary for the Town to amend and restate the Resolution to reflect the increased appropriation and bond authorization; and

NOW, THEREFORE, BE IT RESOLVED, that the Resolution is hereby amended and restated to provide as follows:

**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 Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$1,395,000) for costs related to the remediation of historical contaminants and the enhancement of recreational facilities at Gould Manor Park, as well as, all related administrative, financing, legal, contingency and other soft costs (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 Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$1,395,000) 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 Chief 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 Chief 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 Chief 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 Chief 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, Chief 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 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, but not limited to the negotiation, execution and delivery of contracts related to such grants and to accept any grants to fund the Project on behalf of the Town. 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.

**From:** [Bremer, Tom](#)  
**To:** [Carpenter, Jennifer](#)  
**Cc:** [Kupchick, Brenda](#); [Bertolone, Jackie](#); [Schmitt, Jared](#)  
**Subject:** Gould Manor Backup  
**Date:** Thursday, December 2, 2021 11:21:34 AM  
**Attachments:** [Gould Manor Cost Breakdown 3.pdf](#)

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As part of the Gould Manor backup please send this e-mail and attachment along to the members of the Board of Selectmen.

Please find attached the backup for the request for additional funding for Gould Manor. In order to provide more explanation please note the following:

- 1) The additional costs were not included in the original estimate. The irrigation and temporary fencing changes were the result of the changing of the outfield which were not anticipated when the replacement was originally planned.
- 2) The remediation costs were a direct result of a discovery after the fields' top layer was removed. It was discovered that the underlying layer in one of the infields was originally improperly constructed and did not properly drain as a result. Consequently, in order for the field to be properly built the underlying layer of debris had to be removed. The base rubble layer (which included contaminated soil) was removed by the field contractor. Cisco then disposed of the material under the direction of our LEP. The additional costs were all based on that discovery.
- 3) Finally, in standing at the ball field and reviewing the site it is apparent that the perimeter chain link fencing around the park should be replaced (\$55k). It's useful life is long since passed. Additionally, the public comfort station is in need of repair and renovation. Although technically not part of the ball field project, it is something that should be considered as we return this field to public use. This estimate will be to allow an outside contractor to renovate the comfort station by spring.

I am happy to answer any questions at the BOS meeting.

**Thomas R. Bremer**  
Chief Administrative Officer  
Town of Fairfield  
203 256-3031

## Gould Manor

### Additional Costs

\$	16,500	Add'l Cost-Pickleball Court/Half Basketball
\$	28,000	Irrigation
\$	35,500	Temporary Fencing
\$	10,000	Scoreboards
<hr/>		
\$	<b>90,000</b>	

### Park Enhancements

\$	55,000	Perimeter Fencing
\$	75,000	Bathrooms/Comfort Station
<hr/>		
\$	<b>130,000</b>	

### Remediation Costs

\$	150,000	Change Order- Ballfields-Base Rubble
\$	55,000	Additional Cisco
\$	15,000	Logical
<hr/>		
\$	<b>220,000</b>	

**\$ 440,000**

\$ 10,000 Contingency

**\$ 450,000 Total Additional Funds**

## Gould Manor

### Additional Costs

\$	16,500	Add'l Cost-Pickleball Court/Half Basketball	This additional cost is related to more complicated conditions, as well as a required 3-foot shift in the location of the courts. The original budgeted cost estimate was \$53,625. The new cost is \$70,125. <b>See Attachment A for details.</b>
\$	28,000	Irrigation	This additional cost is related to repairing and expanding the irrigation system at Gould Manor. The system was damaged during remediation and over the time the park was closed. <b>See Attachment B for details.</b>
\$	35,500	Temporary Fencing	This additional cost was to purchase new outfield fencing for the two ball diamonds. <b>See Attachment F for details.</b>
\$	10,000	Scoreboards	This additional cost was to purchase two new scoreboards to upgrade the two ball diamonds. <b>See Attachment D for details.</b>
\$	90,000		

### Park Enhancements

\$	55,000	Perimeter Fencing	This additional cost is to replace the current perimeter fencing and to install new fabric on the two backstops. <b>See Attachment E for details.</b>
\$	75,000	Bathrooms/Comfort Station	This additional cost is to refurbish the comfort station at Gould Manor. This estimate was based upon similar projects that are taking place.
\$	130,000		

### Remediation Costs

\$	150,000	Change Order- Ballfields-Base Rubble	This additional cost is related to the renovation of the two ball diamonds. The extra cost was not expected as additional work was discovered once ground was broken. <b>See Attachment C for details.</b>
\$	55,000	Additional Cisco	
\$	15,000	Logical	
\$	220,000		
\$	440,000		
\$	10,000	Contingency	
\$	450,000	Total Additional Funds	

## Hinding Proposal Summary

		New Asphalt Pickleball Court 34' x 60' and Half Basketball Court 43' x 40' Proposal (3,760 sq ft total)			New Asphalt Tennis Courts Proposal 110' x 55'		
		Cost	Measurements		Cost	Measurements	
1	Mobilization	\$3,185.00	n/a	lump sum	\$5,000.00	n/a	lump sum
2	Excavation & Stone	\$9,000.00	\$2.39 sq. ft.	n/a	\$4,500.00	Pulverization	lump sum
3	Grade	\$940.00	\$0.25 sq. ft.	n/a	\$2,500.00	n/a	\$0.41 sq. ft.
4	Paving	\$18,000.00	3,760 sq. ft	\$5 sq. ft.	\$30,500.00	6050 sq. Ft.	\$5 sq. ft.
5	Fence	\$18,000.00	8' high 254 l.f.	\$50.84 l.f.	\$18,000.00	10' high 330 l.f.	\$54.54 l.f.
6	Net Posts	\$2,800.00	n/a	lump sum	\$3,000.00	Net posts, net amd center ancho	Lump Sum
7	Basketball Hoop	\$4,000.00	n/a	lump sum	n/a	n/a	n/a
8	Acrylic Color Coating	\$12,000.00	103' x 74' (7622 sq. ft.)	\$3.19 sq. ft.	\$15,000.00	110' x 55' (6050 sq. ft.)	\$2.47/sq. ft.
9	Line Striping	\$2,400.00	338 l.f.	\$1,200 per game	\$1,500.00		\$1,500.00 lump sum
		<b>\$70,125.00</b>			<b>\$80,000.00</b>		
Notes:		*Includes Excavation			$  \begin{array}{r}  \$80,000.00 \\  - 3,000.00 \\  \hline  \$77,000.00  \end{array}  $		

## Hinding Proposal Summary - Revised with Tom Hinding's Updates

		New Asphalt Pickleball Court 34' x 60' and Half Basketball Court 43' x 40' Proposal (3,760 sq ft total)		
		Cost	Measurements	
1	Mobilization	\$3,185.00	n/a	lump sum
2	Excavation & Stone	\$9,000.00	\$2.39 sq. ft.	n/a
3	Grade	\$940.00	\$0.25 sq. ft.	n/a
4	Paving	\$18,000.00	3,760 sq. ft	\$5 sq. ft.
5	Fence	\$18,000.00	8' high 254 l.f.	\$50.84 l.f.
6	Net Posts	\$2,800.00	n/a	lump sum
7	Basketball Hoop	\$4,000.00	n/a	lump sum
8	Acrylic Color Coating	\$12,000.00	103' x 74' (3,760 sq. ft.)	\$3.19 sq. ft.
9	Line Striping	\$2,400.00	338 l.f.	\$1,200 per game (\$7.10/l.f)
		<b>\$70,125.00</b>	\$18.65/sq.ft.	
Notes:		*Includes Excavation		

original \$53,627.00  
quote

Add'l \$16,498.00

New Cost \$70,125.00





Hinding Tennis Courts, LLC • 24 Spring Street • West Haven, CT 06516 • p 203-285-3055

## Request for ChangeOrder

*re Tennis Court*

November 12, 2021

Anthony Calabrese  
Gould Manor  
120 Crestwood Road  
Fairfield, CT 06824  
203-256-3191  
acalabrese@fairfieldct.org

Project ID: Gould Manor

Dear Anthony,

Hinding Tennis proposes the following change order in association with the above referenced project. Please review and contact Tom Hinding directly for any additional detail needed.

- Shift court 3' west

**TOTAL COST: \$3,000.00**

Sincerely,

*Thomas P Hinding*

Thomas Hinding  
203-410-6090

REQ

# AQUA-LAWN, INC.

IRRIGATION PROFESSIONALS

242 KINGS HIGHWAY CUT-OFF  
FAIRFIELD, CONNECTICUT 06824

## Invoice

E-mail	Date	Invoice #
smoretti@aqualawn.com	9/13/2021	247555

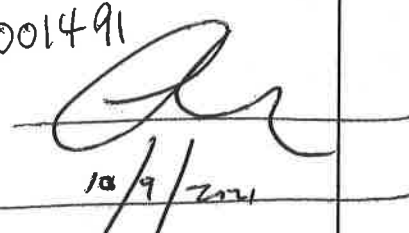
Bill To

TOWN OF FAIRFIELD  
E-MAIL  
kfox@fairfieldct.org

Property

GOULD MANOR FIELDS  
655 HOLLAND HILL ROAD  
FAIRFIELD, CT 06824

Minimum Labor Charge	WSS Hourly Charge	Terms	P. O. No.
\$99.50	\$135.00	UPON RECEIPT	

Serviced	Item	Description	Qty	Rate	Amount
	CONTRACTS	REWORK IRRIGATION SYSTEM AND MAKE ADDITIONS TO GOULD MANOR FIELDS CONTRACT \$23,005.00			23,005.00
		GOULD MANOR PROJECT ACCOUNT # 228 09010-57000-GOULD ✓			
		REQ # 1568 ✓ PO # 22001491 Approved:  Date: 10/9/2021			

Per manufacturer's recommendations all testcocks & drain valves should be left open after winterization. Before opening your system in the spring these testcocks & drains should be closed. It is important to have your system properly winterized and professionally opened and fully tested in the spring. Please do not hesitate to call Aqua-Lawn to perform this service.

Sales Tax (0.00) \$0.00

Total Due \$23,005.00 ✓

Phone # (203) 367-7444

Irrigation Professionals CT Lic.# 208673

pay only.

REQ



## Greenway Property Services

95 Elmcroft Road  
Stamford, CT 06902  
info@GreenwayPS.com

Rocco Lagana  
(Cell) 702-682-2424

## Invoice

101321424-2 ✓

Date: 10-13-21 ✓

GOULD MANOR  
PROJECT ACCOUNT # 228 090 10 - 57000 - GOULD.

### Customer Information:

Billing Address:		Shipping Address:	
Company:	Town of Fairfield		
Name:			
Address:	899 Richard White Way		
City/State/Zip	Fairfield, CT 06824		

### Services: Gould Manor Field Renovations (Outside Original Scope)

	Description	Amount Each	Amount
<b>Additional work</b>	<b>Beyond original scope</b>		
<b>Additional Seeding</b>	Remove existing grass, grade, add 2" of topsoil and laser grade	(Breakdown)	77,300.00
75,000 sq. ft.	Hydro Seeding entire area		
Stripping of existing	65,000 sq. ft. @.30	19500.00	
450 yards of topsoil	@45.00 x 1.25 = \$56.25	25000.00	
Install/Laser Grade	\$3700 per day x 4	14800.00	
Hydro Seed (Labor/Material)	75,000 sq. ft @.24	18000.00	
<b>Aeration</b>	Aeration of all compacted areas effected by the large equipment and dump trucks before any grading is performed.		15,000.00

<u>Extra Topsoil for Hill where Cisco did not bring in extra stone dust and areas in field after drainage lines were installed by DPW</u>	200 yards @45.00 x 1.25 = \$56.25		11250.00 * <i>Added</i>
<b>Infield Base (pond field)</b>	Excavate existing base and remove debris, purchase, and install a ¾" gravel base, install filter fabric, purchase and install 2" of sand. Top off with 90 additional tons of Partec clay	(Breakdown)	50,250.00
120Tons	¾" stone @75.00	9000.00	
60 Tons	sand@52.10	3125.00	
Typar 3151	Geo textile filter fabric	3125.00	
90 Tons	Partec specialty lite infield mix@162.50	14625.00	
Labor/Equipment		20375.00	
<b>NOTE:</b>	<b>A flow over of the pond, will void any warrantee of the work performed.</b>		
		<b>Grand Total</b>	<b>\$153,800.00</b>

*pay only*

REQ# 1775

PO#

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

*on HOLD  
Awaiting new  
funds approval*

# QUOTATION

Created On: July 30, 2021

106 Max Hurt Drive  
Murray KY 42071Toll-Free: 1-800-323-7745  
varsityscoreboards.com

## PREPARED FOR

### Town of Fairfield

One Rod Highway  
Fairfield CT 06824

### Linda Hilliker

lhilliker@fairfieldct.org  
2032563191

## DETAILS

Quote Number: 33806263

Prepared By: Amberly Hodge

PO Number:

Expires: October 28, 2021

PART #	DESCRIPTION	QTY.	LIST PRICE (\$)	EXTENDED PRICE (\$)
	<b>9' x 8' BASEBALL SCOREBOARD</b>			
	<ul style="list-style-type: none"> <li>• 15" red LED digits</li> <li>• LED digit protective shields</li> <li>• Home/Guest scores, Pitches up to 99, Innings up to 9</li> </ul>			
3355-21	<ul style="list-style-type: none"> <li>• Clock counts down from 99 minutes</li> <li>• 2" Round - Ball, Strike, Out Indicators</li> <li>• Galvanized steel cabinet with powder coat finish</li> <li>• Wireless Remote Control with internal rechargeable battery</li> <li>• 5 - Year Limited Warranty</li> </ul>	2	\$3,995.00	\$7,990.00
SP9X21-OD	<b>9' Outdoor School/Sponsor Panel</b>	2	\$450.00	\$900.00
	<b>Controller Carrying Case - Large</b>			
CS5	<b>19" x 16" x 7" Impact Resistant Water Proof Dust Proof</b>	2	\$95.00	\$190.00
SHIPPING	SHIPPING	1	\$590.00	\$590.00

## NOTES:

Subtotal

\$9,670.00

\$ 9,670.00

Perimeter Fencing



P&C Fence Co.

## QUOTE

DATE: 7-Sep-21

Page No. 1 of 2 Pages

Bid 126-21

WBE/AA/EEOC

60 Radel Street Bridgeport, CT 06607  
Phone: (203) 375-9780 Fax: (203) 386-9574

JOB NAME Gould Manor Park	BID NUMBER: B.126-21
JOB LOCATION Town of Fairfield	ESTIMATOR Salvatore Librano - Sal@pandcfencecompany.com
ATTENTION Doug Novak	SALES COORDINATOR

### SCOPE OF WORK

1) Remove and Replace chain link fence and gates	\$40,340.00	
2) Replace Chain Link Fence at Baseball fields	\$10,850.00	
	Total Scope of Work	\$51,190.00

### DESCRIPTION & BREAKDOWN

1) Remove and Replace chain link fence and gates	
a) Remove and dispose of Approx 612LF of existing chain link fence plus two (2) double swing gates. Fence at Holland Hill Road and Playground	\$3,600.00
b) Furnish and Install approx 457LF of 4' high black vinyl coated chain link fence with top rail along Holland Hill Road. Posts will be set into concrete footings	
c) Furnish and Install 155LF of 4' high green vinyl coated chain link fence with top rail at Playground Posts will be set into concrete footings	\$4,650.00
d) Furnish and Install 16' wide by 4' high black vinyl coated double swing chain link gates. Posts will be set into concrete footings	\$3,780.00
e) Furnish and Install approx 70LF of 6' high black vinyl coated chain link fence with top rail at the overflow wall Quote includes one (1) 10' wide double swing gate	\$ 7,150.00

- Customer is responsible for clearing fence line of all obstructions. • Location of property lines is the responsibility of the owner.
- Digging in other than normal ground conditions will be an extra charge. • Grounding not included. • Signed contract required.

Payment to be made as follows:

If payment is not received as scheduled above, unpaid balances are subject to a monthly 1.5% service charge and all costs of collection including court costs and reasonable attorney's fees. There is a \$ 25.00 fee for any returned check.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

• Pricing does not include applicable Taxes which will be added upon billing.

NOTE: This proposal is only valid for 30 days.  
Payment Terms: 30 Days

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date \_\_\_\_\_

Signature \_\_\_\_\_



**P&C Fence Co.**

## QUOTE

DATE: 09.07.21

Page No. 2 of 2 Pages

**WBE/AA/EOC**

60 Radel Street Bridgeport, CT 06607  
Phone: (203) 375-9780 Fax: (203) 386-9574

JOB NAME Gould Manor Park	BID NUMBER: B.123-21
JOB LOCATION Fairfield, CT	ESTIMATOR Jack Piccolo <a href="mailto:jack@pandcfencecompany.com">jack@pandcfencecompany.com</a>
	SALES COORDINATOR

f) Furnish and Install 110LF of 10' high black vinyl coated chain link fence with top and middle rail along Holland Hill Road. Posts will be set into concrete footings.

\$7,460.00

### 2) Replace Chain Link Fence

Remove and Dispose of existing chain link fabric. Furnish and Install new black vinyl coated chain link fence at two baseball fields. -approx 120LF of 4' high at batting cages and 8' high CLF at (4) dugouts.

\$10,850.00

- Customer is responsible for clearing fence line of all obstructions. • Location of property lines is the responsibility of the owner.
- Digging in other than normal ground conditions will be an extra charge. • Grounding not included. • Signed contract required.

Payment to be made as follows:

If payment is not received as scheduled above, unpaid balances are subject to a monthly 1.5% service charge and all costs of collection including court costs and reasonable attorney's fees. There is a \$ 25.00 fee for any returned check.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

**• Pricing does not include applicable Taxes which will be added upon billing.**

**NOTE: This proposal is only valid for 30 days.**  
**Payment Terms: 30 Days**

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date \_\_\_\_\_

Signature \_\_\_\_\_



## Greenway Property Services

95 Elmcroft Road  
Stamford, CT 06902  
info@GreenwayPS.com

Rocco Lagana  
(Cell) 702-682-2424

## Proposal

Date: 9-13-21

### Customer Information:

Billing Address:		Shipping Address:	
Company:	Town of Fairfield		
Name:			
Address:	899 Richard White Way		
City/State/Zip	Fairfield, CT 06824		

### Services: Gould Manor Outfield Fencing with Foul Poles

	Description	Amount Each	Amount
	Sportaflex 320' Temporary Grass Outfield Fence Package Color: GREEN 2 pkg 9,335.95 18,671.90T A33-187 Jaypro 12' Foul Poles 2 pr 1,088.95 2,177.90T A33-199 Jaypro Foul Pole Ground Sleeves for 12 Poles		32,750.00
		Shipping	2750.00
		Total	\$35,500.00



12/06/2021 12:55  
 6537cbos

FAIRFIELD TOWN  
 OPEN PURCHASE ORDERS BY ACCOUNT  
 GROUPED BY FUND

P 1  
 poreport

DATE RANGE: 01/01/1900 TO 12/06/2021 CURRENT YEAR POS

PO #	LN	Vendor	Vendor Name	PO Date	Ordered Amount	Open Amount	Line Description
DETAILS FOR ACCOUNT: 228 -09-0901-09010-57000-GOULD				CAPITAL OUTLAY			
22000156	001	012735	KOMPAN, INC	07/13/21	106,760.92	106,760.92	Outdoor Fitness Equipment
22000157	001	012735	KOMPAN, INC	07/13/21	225,855.68	225,855.68	Playground equipment
22000553	001	008662	TIGHE & BOND INC.	07/31/21	16,820.00	249.17	April 9, 2021 Proposal for Enviro
22000830	001	020256	CISCO, LLC	08/23/21	189,100.00	125,279.65	GOULD MANOR PARK - SITE REMEDIATI
22001405	001	017392	HINDING TENNIS COURTS, LLC	10/14/21	80,000.00	80,000.00	Rehabilitation of the Tennis Court
					618,536.60	538,145.42	
TOTALS FOR FUND: 228 NON-RECUR CAPITAL PROJECTS-LT					618,536.60	538,145.42	
Grand Totals:					618,536.60	538,145.42	

\*\* END OF REPORT - Generated by CAITLIN BOSSE \*\*

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FAIRFIELD TOWN  
YTD BUDGET

P 1  
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FOR 2022 13

JOURNAL DETAIL 2019 1 TO 2022 13

ACCOUNTS FOR: 228	NON-RECUR CAPITAL PROJECTS-LT	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
22809010 NON-RECUR CAPITAL PROJECTS-LT								
<a href="#">22809010 57000 GOULD CAPITAL OUT</a>		945,000	0	945,000	366,163.97	538,145.42	40,690.61	95.7%
08/16/21 API PO22000553IN072192138					9,758.75	TIGHE & BOND #623231		
08/16/21 API PO22000553IN062192120					5,315.83	TIGHE & BOND #623231		
10/19/21 API PO22000553IN092192112					1,496.25	TIGHE & BOND #624644		
09/28/21 API PO22000830IN202064-9-01					63,820.35	CISCO, LLC #624106		
10/19/21 API PO22001269IN101321424-1					250,000.00	GREENWAY PROP#624564		
10/19/21 API PO22001335IN202064-9col					12,290.00	CISCO, LLC #624526		
11/02/21 API PO22001456INMS403759					85.46	MADISON SUPPL#624876		
11/02/21 API PO22001457INMS404240					192.00	MADISON SUPPL#624876		
11/02/21 API PO22001458INMS404313					200.33	MADISON SUPPL#624876		
11/08/21 API PO22001491IN247555					23,005.00	AQUA-LAWN INC#624966		
TOTAL NON-RECUR CAPITAL PROJECTS-LT		945,000	0	945,000	366,163.97	538,145.42	40,690.61	95.7%
TOTAL NON-RECUR CAPITAL PROJECTS-LT		945,000	0	945,000	366,163.97	538,145.42	40,690.61	95.7%
TOTAL EXPENSES		945,000	0	945,000	366,163.97	538,145.42	40,690.61	

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 FAIRFIELD TOWN  
 YTD BUDGET

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FOR 2022 13

JOURNAL DETAIL 2019 1 TO 2022 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	945,000	0	945,000	366,163.97	538,145.42	40,690.61	95.7%

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December 10, 2021

Betsy P. Browne, MMC, MCTC, Town Clerk  
Old Town Hall  
611 Old Post Road  
Fairfield, CT 06824

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DEC 13 2021

TOWN CLERK'S OFFICE  
FAIRFIELD, CT

Ms. Laura Anastasio, Esq.  
Connecticut State Department of Education  
Division of Legal and Governmental Affairs  
450 Columbus Avenue  
Hartford, CT 06103

RE: **Fairfield School Administrators Association – Fairfield Board of Education**

Pursuant to Connecticut General Statute 10-153(f) (as amended), enclosed please find the Award in the above referenced matter.

Sincerely,

William DeVane Logue  
Panel Chair

Electronic Copy:

Stephen Sedor, Esq.  
Kevin Dineen, Esq.  
Jason Bluestein, President Fairfield School Administrators Association  
Mike Cummings, Superintendent, Fairfield Public Schools  
James Ferguson, Esq.  
John Romanow, Esq.

**STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION  
ARBITRATION PROCEEDINGS  
GENERAL STATUTES OF CONNECTICUT  
Under Section 10-153f (as Amended)**

In the matter of Arbitration Between	Hearings: October 29 &
	November 23, 2021
FAIRFIELD SCHOOL	:
ADMINSTRATORS ASSOCIATION	:
-and-	:
FAIRFIELD BOARD OF EDUCATION	:
	:
	Award: December 10, 2021

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

James Ferguson – Representing the interests of the Fairfield Schools Administrators Association

APPEARANCES

For the Fairfield Board of Education – Stephen Sedor, Esq.

For the Fairfield Schools Administrators Association – Kevin Dineen. Esq.

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FAIRFIELD, CT

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## **I. THE PROCEEDINGS**

The Fairfield Board of Education (the Board) and the Fairfield School Administrators Association (the Association) come before this panel pursuant to the provisions of Section 10-153f of the General Statutes of the State of Connecticut. The Administrators and the Board are parties to a collective bargaining agreement for the period July 1, 2019 through June 30, 2022. Pursuant to their statutory obligations, the parties commenced negotiations for a successor agreement for the period July 1, 2022 through June 30, 2025. Following negotiations the parties engaged in mediation. Through mediation and subsequent negotiations the parties reached agreement on outstanding issues including duration, wages, wage adjustment and health insurance premium share. The parties were unable to reach agreement on one issue, Association proposal 9, the inclusion of a “just cause” provision.

An initial hearing on procedural issues was held on October 29, 2021, and a subsequent hearing on evidentiary issues was held on November 23, 2021. Due to the COVID-19 Pandemic and recent exposure of a participant to the arbitration, the hearings were held via Zoom. At the latter hearing, the parties presented evidence and argument through testimony and cross-examination, submission of documentary evidence and presentation and discussion of spokespersons with respect to the issue in dispute. Attorney Kevin Dineen presented evidence and argument and examined the sole witness in the hearing, Jason Bluestein, President of the Fairfield School Administrators Association. Attorney Stephen Sedor, attorney for the Board was given opportunity to present evidence and argument and cross-examine Mr. Bluestein. The parties stipulated that the sole issue in dispute was non-economic in nature and submitted the agreed upon language and last best offers. They subsequently filed post hearing briefs on November 30, 2021. The arbitration panel met in executive session on December 3 and 7 to consider the issue presented and make the following award. The agreed upon language of the parties is contained herein in Section VI of this award.

## **II. STATUTORY CRITERIA**

In hearing and deciding this matter the arbitration panel is required to apply the criteria set forth in the Teacher Negotiation Act, Connecticut General Statute Section 10-153f et seq. which provides in part:

In arriving at a decision, the arbitrators or the single arbitrator shall give priority to the public interest and the financial capability of the town or towns in the school district, including consideration of other demands on the financial capability of the town or towns in the school district. In assessing the financial capability of the town or towns, there shall be an irrebuttable presumption that a budget reserve of five per cent or less is not available for payment of the cost of any item subject to arbitration under this chapter. The arbitrators or the single arbitrator shall further consider, in light of such financial capability, the following factors:

- (A) The negotiations between the parties prior to arbitration, including the offers and the range of discussion of the issues;
- (B) the interests and welfare of the employee group;
- (C) changes in the cost of living averaged over the preceding three years;
- (D) the existing conditions of employment of the employee group and those of similar groups; and
- (E) the salaries, fringe benefits, and other conditions of employment prevailing in the state labor market, including the terms of recent contract settlements or awards in collective bargaining for other municipal employee organizations and developments in private sector wages and benefits.

## **III. ISSUE IN DISPUTE AND LAST BEST OFFERS OF THE PARTIES**

The sole issue for consideration is the Association's proposal for inclusion of a "just cause" provision in the contract. The parties submitted the following last best offers:

### **Association (Association Ex. 1 Tab 3)**

No administrator shall be disciplined, reprimanded, reduced in rank or compensation, or suspended without just cause.



#### **Board (Board Ex. 6)**

No administrator shall be issued a written warning, demoted or suspended except for reasons set forth in the criteria listed in Connecticut General Statutes Section 10-151. Grievances brought under this section may proceed through step 2 (Board of Education level) of the grievance procedure. The decision of the Board of Education at Step 2 shall be final.

#### **IV. DISCUSSION OF THE STATUTORY CRITERIA**

The Teacher Negotiation Act requires that the panel give priority consideration to the public interest and the financial capability of the town and consider the additional factors in light of those criteria. The parties have stipulated that the issue in dispute is non-economic. Consequently, the priority interest of economic capability of the town and the economic aspects of the subordinate criteria are not relevant to consideration of the contested issue.

The Association contends that the public interest, as with the financial capability of the town, is not relevant to the issue presented to the panel. The Board asserts that administrators are high-level employees whose responsibilities include public exposure necessitating holding them to a higher standard of conduct and professionalism. Therefore, the Board contends that there is a public interest in having the flexibility to issue discipline short of termination with limited review.

The statute does not define “public interest” and it has been the practice of arbitration panels to interpret this phrase with some flexibility in light of the issues and circumstances of the town. It is in the public interest to have effective public schools providing a quality education to the students and which are run in an efficient manner with a minimum of disruption to their operations. As part of this, it benefits the district if it is viewed as an attractive place to work. This allows the district to recruit and retain more highly qualified administrators. The attractiveness of a district as a place of employment includes not only compensation and benefits but also how discipline, in all of its forms, is handled and if it is deemed to be fair and efficient.

In applying this priority criteria of the public interest to the Last Best Offers the panel finds that it does not clearly favor one or the other as both offers are deemed wanting to some degree. Therefore, we turn to the subordinate criteria.

As context for considering the subordinate criteria we begin with a brief overview of some of the evidence presented concerning just cause in other collective bargaining agreements. In reviewing the record and in deliberations the panel closely examined the submissions of the parties with examples of just cause language and the lack thereof in other collective bargaining agreements for administrators across the state. In support of their position that the overwhelming number of districts have a just cause provision, the Association submitted excerpts of approximately 111 administrators contracts and the contracts for other bargaining units within the Fairfield school system. The Board submitted contracts for approximately 23 districts as examples of collective bargaining agreements in support of their position that just cause provisions are not ubiquitous. The Board also included a number of individual contracts for unaffiliated administrators. The panel distinguished the latter in its analysis. In reviewing the contracts with just cause provisions, the panel looked at the scope of the clauses in terms of the nature and form of discipline referenced in the clause and whether it included reference to the Teacher Tenure Act, Conn. Gen. Stat. §10-151. A more detailed analysis of the conclusions of the majority of the panel is included below.

**IV.i. Subordinate Criteria (A) [t]he negotiations between the parties prior to arbitration, including the offers and the range of discussion on the issues**

The parties commenced negotiations and made proposals (Association Exh. 1 Tabs 4 and 5) within the statutory timeframe and then engaged in mediation and follow-up negotiations prior to the start of the arbitration. Through these stages each party made and withdrew various proposals in good faith until a compromise was reached where they achieved an agreement that they could support on all issues save the one presented to the panel. The Association presented its proposal for a just cause provision at the opening of

the negotiation process. The Board presented its proposal in the late stages prior to the arbitration.

The issue presented arises from the Association's concern about a recent disciplinary action in which an administrator was demoted to a teacher position. That disciplinary action has been grieved and the Board has contested its arbitrability. (Board Exh. Vol II B.S. 2 and Association Exh. 1 Tab 7) The Association asserts that the Board failed to negotiate on the just cause provision until it submitted its offer prior to arbitration.

Through the testimony of Mr. Bluestein, Board's counsel elicited that in his recollection there had been only one other instance of discipline of an administrator. The Board asserts that the paucity of discipline issued to Administrators obviates the need for a just cause provision. The Board introduced contracts dating back to 1984 where just cause is not part of the collective bargaining agreement. (Board Exh. Vol 1 B.S. 50-438)

The introduction of a proposed new provision to the contract is an acceptable part of the bargaining process as new issues emerge or come to the attention to the parties and which they seek to address in the contract. The introduction of new terms to a contract are often gained after vigorous negotiations. In light of the discussion of other subordinate criteria below with respect to the language of the last best offers and lack of evidence that just cause provisions in agreements from other districts were other than result of consensual bargaining, there is a higher burden on the Association to prevail in arbitration with the broad language proposed in the Association's Last Best Offer. Therefore, the majority of the panel finds that this criteria favors the Board.

#### **IV.ii. Subordinate Criteria (B) the interests and welfare of the employee group**

As noted above, through argument, evidence and testimony it appears the parties have co-existed without the need for recourse to the grievance or other process for discipline except for the most recent instance. However, it is in the interest and welfare of the employee group to have a fair and orderly disciplinary process. In looking at

discipline most arbitrators and courts will assess whether it is progressive in nature and places the burden of proof on the employer. The underlying goal of a just cause provision is to protect the employee from unreasonable adverse employment actions without some level of procedural and substantive due process.

The Association argues that it is in the interest and welfare of the employee group to have access to grievance arbitration for independent review of unfair or unjust disciplinary actions. The Association's Last Best Offer includes all forms of discipline and would give members access to the full grievance process, including arbitration. On its face this would provide substantive and procedural due process up to and through resort to independent review in arbitration.

The Board's Last Best Offer proscribes the types of discipline – "written warning, demoted, suspended" – and the conduct for which discipline may be issued through reference to the Teacher Tenure Act. Verbal warnings and reprimands are not included in the list. These more severe forms of discipline articulated in the Last Best Offer are the ones that could eventually lead to termination or non-renewal. The conduct subject to review is therefore the same for discipline from a written warning through termination or non-renewal. However, the access to review differs. The Teacher Tenure Act provides for procedural due process protection with the opportunity for independent review through appeal to the Superior Court. The Board's Offer provides access to the grievance steps up to Step 2 with the Board and curtails access to the impartial grievance step of arbitration.

A majority of the panel has concerns with the Association's proposed language because termination is included within the range of possible discipline and the Teacher Tenure Act is the exclusive forum for termination as is detailed in the discussion of the other subordinate criteria in IV.iv. below. The Chair and Mr. Ferguson question whether the Board's Last Best Offer includes sufficient due process protections that are in the interests and welfare of the employee group<sup>1</sup> and find that the interests of the employee

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<sup>1</sup> If so, this would leave employees with recourse to the courts only for constitutional claims which would be highly speculative because the claim would not be for a termination or non-renewal. For a

group are served by access to the grievance process. Mr. Romanow dissents with respect to this criteria.

**IV.iii. Subordinate Criteria (C) changes in the cost of living averaged over the preceding three years**

The parties have stipulated that this criteria is not applicable as the issue in contention is non-economic.

**IV.iv. Subordinate Criteria (D) the existing conditions of employment of the employee group and those of similar groups**

**and**

**IV.v. Subordinate Criteria (E) the salaries, fringe benefits, and other conditions of employment prevailing in the state labor market, including the terms of recent contract settlements or awards in collective bargaining for other municipal employee organizations and developments in private sector wages and benefits**

These criteria are discussed together as they both examine the prevalence and nature of just cause provisions in collective bargaining agreements for administrators in other jurisdictions and for other bargaining units in the Fairfield Schools.

Discipline is commonly understood to span from a verbal warning to termination. In issuing discipline under a just cause standard an employer has the burden of proof and is typically deemed to need to follow the principles of progressive discipline and arbitrators apply a multipart test to determine if just cause exists. (For a discussion of just cause see generally *A Practical Guide to Connecticut School Law*, 9<sup>th</sup> ed. Thomas B. Mooney, pp. 606-609)

A large majority of administrator collective bargaining agreements include a just cause provision in some form. (Excerpts compiled in Association Exh. 1 Tab 9) However, those clauses vary in scope. The summary included in this discussion is based

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general discussion of these types of claims see *A Practical Guide to Connecticut School Law*, 9<sup>th</sup> ed., Thomas B. Mooney, p. 645 et seq

on the Association's submission and is approximate because some of the excerpts are incomplete or unclear. There is no evidence in the record that indicates that any of the proffered just cause provisions for administrators across the state were the result of an arbitration decision.

There are 32 districts that include language for just cause for all discipline. Of those, nine districts have an exemption for the Teacher Tenure Act, Conn. Gen. Stat. §10-151. A number of others exclude some forms of discipline and include reference to the Teacher Tenure Act or explicitly exclude termination, for example:

- Bloomfield: "No administrator shall be disciplined (exclusive of oral reprimands and dismissal pursuant to §10-151 of the Connecticut General Statutes), or reduced in status or pay, except for just cause."
- Greenwich: "No Administrator shall be suspended or disciplined without just cause provided however that this provision shall not be applicable to contract non-renewal or termination decisions, which are governed exclusively by Conn. Gen. Stat. §10-151"
- North Haven: "No administrator shall be suspended or demoted (except as may be provided in Section 10-151 of the Connecticut General Statutes) without just cause."
- New London: "In cases where the School Administration elects to impose discipline upon a bargaining unit member by either; 1) the issuance of a written disciplinary reprimand; 2) the imposition of a disciplinary suspension without pay; or 3) involuntary demotion to a lower paying position for disciplinary reasons; then such discipline must be supported by just cause, and may be challenged through the grievance and arbitration provisions of this Agreement. This provision shall not apply to evaluations of professional performance under the evaluation plan, to involuntary demotions as part of a reduction in force, or to no-renewals and/or terminations which shall be conducted solely in accord with the tenure law."
- Westport: "Except for matters covered exclusively by Conn. Gen. Stat. Section 10-151, other applicable statutory provisions, or the provisions of Article XV, no administrator shall be disciplined or reduced in pay without just cause."

Collective bargaining agreements in other districts specify the types of discipline subject to just cause and do not include termination. For example:

- Ansonia: "No administrator shall be disciplined, reprimanded, reduced in rank or compensation or suspended without just cause. Any protest by the A.A.O. against any such discipline or rank reduction shall be handled in accordance with the Grievance and Arbitration procedures set forth in this agreement."
- Danbury: "No professional staff member shall be suspended or given a written reprimand without just cause." (Repeated wording in original.)
- East Hartford: "No administrator shall be suspended, reduced in rank or compensation or denied an increment without just cause."
- Farmington: "No administrator shall be suspended without pay or demoted except for just cause."

- Norwalk: “No administrator shall be disciplined or reduced in status or pay without just cause. For purposes of this provision, discipline will not include termination.”
- Shelton: “No Administrator shall receive a disciplinary suspension without pay, or a disciplinary demotion without cause.”

The Association also submitted the just cause provisions for the other bargaining units in the Fairfield schools. The most relevant unit is the teachers as that employee group falls within the same statutory framework as the administrators. The teachers collective bargaining agreement just cause provision states in the contract July 2021-June 2024 is broad in scope with the exclusion of terminations. It states: “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.*” (Emphasis added.)

Thus, a large majority of agreement for administrators and the Fairfield teachers contract address the issue of termination as a disciplinary measure and either exclude it through reference to the Teacher Tenure Act or specific exclusion of termination under broad language or by specifying the types of termination subject to just cause and not listing termination. By doing so these clauses avoid potential conflict with the Teacher Tenure Act and provide access to the grievance process.

When discipline is imposed under a just cause provision the administrator has access to the grievance process to contest that discipline. In the agreed upon language stipulated by the parties, the grievance process includes the common steps from informal through the levels of formal, superintendent, and board and finally to arbitration under the auspices of the American Arbitration Association.

As noted above, discipline includes termination. The Connecticut courts have ruled that termination and non-renewal are to be addressed exclusively through the Teacher Tenure Act, see *West Hartford Education Association v. DeCourcy*, 162 Conn. 566 (1972). A termination decision is not subject to review through a grievance procedure. In *DeCourcy* the court states:

“The question presented in the present case is not whether the defendant board must agree to arbitrate all disputes but only whether it is under a duty to negotiate with the plaintiff as to what, if any, grievance matters can be submitted to arbitration. A grievance procedure involves the interpretation and enforcement of an existing group teacher contract. Insofar as the board has the power to make such a contract it follows that it has the power to agree on a method and forum for the purpose of settling disputes arising under the terms of the contract. It is an amicable and efficient means of resolving any differences within a contract previously acceptable to and executed by the parties. Obviously, the board cannot delegate to an arbitrator its statutory authority as to matters of policy nor can it agree to binding arbitration of matters concerning which a statutory duty rests on the board alone. If the board sees fit to agree to binding arbitration it obviously must confine the subjects involved to those matters which are not ultra vires. Within these limitations binding arbitration of grievances within the terms and conditions of an existing group teacher contract is a permissible method for settling disputes and is a mandatory subject of negotiation between the parties.”

Further, the courts have ruled that discipline short of termination is not subject to appeal under the Teacher Tenure Act, See *Tucker v. Norfolk Board of Education*, 4 Conn. App. 87 (1985). This leaves it to the parties to bargain over the process available for discipline up to termination. Under the court holdings it is not permissible for a board to bargain concerning the process for termination or non-renewal as that is the province of the Teacher Tenure Act. To accept the language as proposed by the Association, without an exclusion for the Teacher Tenure Act or other language eliminating termination, would require the panel to infer that the language of the Association’s Last Best offer means discipline in all its forms *except* termination or non-renewal because of the existence of the statute. A court may feel empowered to make that inference; however, a majority of the panel does not.

## V. AWARD

Based on the foregoing reasoning, a majority of the panel finds the Last Best Offer of the Board best meets the statutory criteria. The Last Best Offer of the Board is awarded.



## **VI. Dissent**

In the matter between Fairfield Board of Education and Fairfield School Administrators Association

### Dissent from the decision of the majority of the Arbitration Panel

I hereby dissent from the majority decision in the above referenced case concerning the single issue before the panel of inclusion of "just cause" provision within the parties Collective Bargaining Agreement. Both parties submitted last best offers concerning the issue in dispute. The Union proposed "no administrator shall be disciplined, reprimanded, reduced in rank or compensation, or suspended without just cause. The Board of Education's last best offer provides "no administrator shall be issued a written warning, demoted suspended except for the reasons set forth and the criteria listed Section 10-151 of the Connecticut General Statutes. Grievances brought under this section may proceed through Step 2 (Board of Education) of the grievance procedure. The decision of the Board of Education at Step 2 shall be final." The distinction between the Union's last best offer cited above and the Board of Education's last best offer, also cited above is that the Board's last best offer no administrator issued a verbal warning shall have access to their procedure. Secondly, under the Board of Education's last best offer the issue regarding discipline as defined by them has no access to an impartial arbitrator and the decision of the Board of Education shall be final.

**FERGUSON, DOYLE & CHESTER, P.C.**  
ATTORNEYS AT LAW

35 MARSHALL ROAD ~ ROCKY HILL, CT 06067 ~ TEL. (860) 529-4762 ~ FAX (860) 529-0339 ~ JURIS No. 401708

Under Section 10-153 at (4) (C) the arbitration panel must make its decision based upon statutory factors. After giving priority to the public interest and the financial ability of the town or town's school district the arbitrator or single arbitrator shall further consider the following factors:

- (A) Negotiations between the parties prior to arbitration including the offers and range of discussion of the issues
- (B) The interest and welfare of the employee group
- (C) Changes in the cost of living averaging in the preceding three years
- (D) The existing conditions of employment of the employee group and those of similar groups, and
- (E) The salaries, fringe benefits and other conditions of employment prevailing in the labor market

With regard to the statutory factors, both parties agreed that the financial capability of the town was not an issue nor was changes in cost of living averaged over the preceding three years. The arbitration panel therefore had to consider public interest, the negotiations between the parties prior to arbitration, the interest and welfare of the employee group, the existing conditions of employment of the employee group and those in similar groups, and salaries, fringe benefits and other conditions of employment prevailing in the labor market.

This arbitrator believes that for the reasons stated herein applying the statutory factors reviewed above that the majority opinion awarding the last best offer of the Board of Education does not comport with the evidence on the record concerning the issues which this panel is statutorily required to consider.

I. Public Interest

Connecticut recognizes through statute and case law that the resolution of labor disputes between employers and employees should be decided through the arbitration process. Most disputes between labor and management are decided through contractual arbitration processes outlined in Collective Bargaining Agreements, see below with regard to the just cause under consideration here and see also Conn. Gen. Stat. 52-418. Secondly with regard to public interest it should be noted that every other employee group employed by the Fairfield Board of Education has access to the grievance procedure and arbitration for disciplinary proceedings. In fact, the Fairfield Education Association has the exact same language that is contained in the last best offer of the Fairfield Administrators Association.<sup>1</sup>

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<sup>1</sup> The difference between the Fairfield Education Association contract language regarding just cause and the last best offer of the Administrators Union is that the Fairfield Educators Association language explicitly exempts 10-

## II. Negotiations Between the Parties Prior to Arbitration

In its brief and in support of its last best offer the Fairfield Board of Education argues that there is no need for a just cause provision for administrators in Fairfield. The same Fairfield Board of Education provides a just cause provision for every other employee that it employs, including teachers, secretaries, and paraprofessionals.

## III. The Interest and Welfare of the Employee Group

This factor militates in favor of the Union's last best offer. All employees should have access to a meaningful due process. Due process is recognized by our state and federal constitutions providing that nobody shall be entitled to due process of law. The best interest of the employee is to have a meaningful opportunity to defend against discipline by the Board of Education. The Board of Education does not provide for due process through their last best offer because the decision of the Board of Education is final and unlike all other Fairfield employees the Administrators under the last best offer granted by the majority denies this due process to employees.

## IV. The Existing Conditions of the Employee Group and Those of Similar Groups

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151. See below for discussion of the issue of explicit or implicit explanation of 10-151 from just cause provision contracts.

Again, all other employees of the Fairfield Board of Education, including teachers have access to due process through the grievance procedure ending in binding arbitration, something that the administrators are denied by the awarding of the last best offer of the Board of Education's group in this decision. Finally, fifteen out of the eighteen administrator unions in Fairfield County have access to a just cause provision ending in binding arbitration and this due process is not afforded to Fairfield Administrators under the Fairfield Board of Education's last best offer in this proceeding. Thirdly, ninety one out of one hundred and ten administrator contracts provided to the panel by the parties contain a just cause provision. Granted, some of them are less broad than the last best offer of the Fairfield Administrators Association but ninety one out of a hundred and ten have just cause. The biggest distinction between the last best offer from the Fairfield Administrators Association and others is that it contains the right to file grievances with regard to written and verbal warnings, but it should also be noted that except for verbal warnings the Fairfield Teachers have the exact right to file grievances to arbitration that is being denied to the administrators in this case.

V.     Salaries, Fringe Benefits, and Other Conditions of Employment Prevailing in the State Labor Market

This also favors the last best offer of the Union in this case. As indicated above, ninety one out of one hundred and ten administrator unions have a just cause provision which provides

for, with the exception of three of those ninety one the right to proceed to arbitration. Additionally, another two provide for the right to file grievances when an administrator is unfairly treated or the actions of the Board of Education is arbitrary or capricious. Only a very small minority of jurisdictions in the state labor market do not provide a just cause provision for administrators ending in binding arbitration.

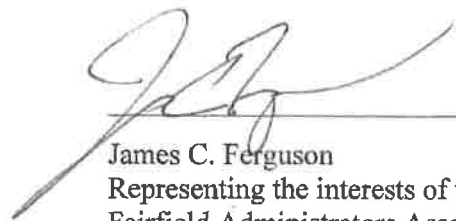
One of the arguments posited during the Executive Session of this matter was the question of the explicit exemption of 10-151 from the just cause provision. This arbitrator believes that this issue is a non-issue and is really a red herring which distracts the majority. In his book A Practical Guide to Connecticut School Law, 9<sup>th</sup> Edition, Thomas B. Mooney discusses the issue of just cause, page 606 – 609. Mr. Mooney posits on 608 “the discipline of certified staff members must be considered separately from that of non-certified employees.” Mooney states unequivocally “first, dismissal is not subject to review through the grievance procedure; it is the exclusive province of the Teacher Tenure Act, Conn. Gen. Stat. Sec. 10-151.” West Hartford Education Association v. DeCourcy, 162 Conn. 566 (1972) Mr. Mooney goes on to say, “by contrast, discipline short of dismissal relates to working conditions and is a mandatory subject of negotiations. Moreover, it is clear that the Teacher Tenure Act does not cover disciplinary actions short of termination of contract, Tucker v. Norfolk Board of Education 4 Conn. App 87 (1985). Mr. Mooney goes on to say, “the

concept of just cause and progressive discipline apply to the supervision of discipline of certified staff as well". Reading Tucker v. Norfolk Board of Education case indicates that in the absence of a just cause provision in a Collective Bargaining Agreement an administrator may be disciplined far beyond the action disciplined for without any reasonable, meaningful due process. The last best offer of the Board of Education does not afford any due process since the decision of the Board of Education's final. As stated above, the awarding of the administrator's last best offer in this case, predicated upon the fact that there is not an explicit exemption for 10-151 does not matter. As Mooney states, "based upon the West Hartford Education Association v. DeCourcy dismissal is not subject to review through the grievance procedure. It is the exclusive province of the Teacher Tenure Act.

The majority also ignores the contract interpretation principle of "Noscitur a Socio" (known by one's association) according to How Arbitration Works Chapter 9 (p 9-41) Fifth Edition signifying that a word takes on coloration from its association with accompanying words. Thus according to How Arbitration Works, "disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage does not encompass dismissal because all the terms following discipline indicate a lesser not greater form of discipline." Under this principle of contract language interpretation in this case the Union's last best offer does not encompass termination. Couple that with the absence of the just cause provision in

the administrator's contract then the Fairfield Board of Education will continue to have an unfettered right to discipline administrators who will have no meaningful due process to contest fairness or unfairness of the discipline through the grievance procedure ending in an impartial decision by a binding arbitrator.

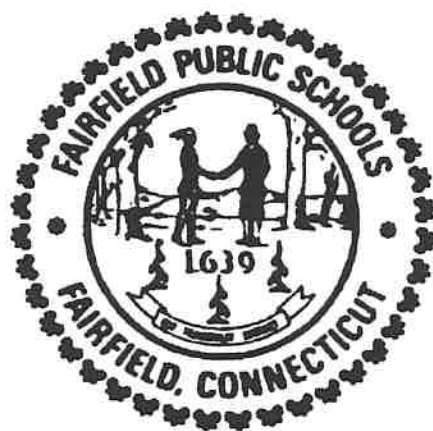
For the reasons stated herein this arbitrator dissents from the majority opinion and believes that the last best offer of the Fairfield Administrators Association should be awarded.



James C. Ferguson  
Representing the interests of the  
Fairfield Administrators Association



FAIRFIELD  
SCHOOL  
ADMINISTRATORS  
ASSOCIATION



**JULY 1, 2022– JUNE 30, 2025**

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## **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED by and between the Fairfield Board of Education (hereinafter referred to as the "Board") and the Fairfield School Administrators' Association (hereinafter referred to as the "Association").

### **ARTICLE I**

#### **GENERAL**

##### **Section 1**

This Agreement is negotiated under Section 10-153 (a) through 10-153 (g) of the General Statutes of the State of Connecticut, as amended in order:

- (a) To fix for its term the salaries and all other conditions of employment provided herein, and;
- (b) To encourage and provide effective and harmonious working relationships between the Board and the Administrative Staff in order that the cause of public education may best be served.

##### **Section 2**

The Board and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development and growth. To this end both parties agree to maintain communication to inform about programs, to guide in development and to assist planning and growth either by committee, individual consultation or designated representatives.

##### **Section 3**

This Agreement shall constitute the full and only policy of the Board and the Association in the subject areas covered by the specific provisions of this Agreement for the duration of the Agreement unless changed by the mutual consent of both parties or pursuant to ARTICLE XVI hereof. Previously adopted policies, rules or regulations of the Board of Education in conflict with this Agreement are superseded by this Agreement.

### **ARTICLE II**

#### **RECOGNITION**

The Board hereby recognizes the Fairfield School Administrators' Association as the exclusive representative of all those certified professional employees in the Fairfield school district who are not excluded from the purview of Sections 10-153a to 10-153n, inclusive, of the

Connecticut General Statutes, who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and whose administrative or supervisory duties shall equal at least fifty percent of the assigned time of such employee.

### **ARTICLE III**

#### **AGENCY SHOP**

##### **Section 1**

Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Association and execute an authorization permitting the deduction of union dues and assessments.

##### **Section 2**

Any member of the bargaining unit who has not joined the Association during such period, or having joined, has not remained a member, shall have the opportunity to voluntarily execute an authorization permitting deduction of a service fee which shall be no greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment. The Association shall be required to notify the school Board sufficiently in advance of issuance of the first employee paychecks of the amount of such service fee. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Association.

##### **Section 3**

The Board shall deduct the dues or service fee from the salary of non-members of the Association who voluntarily choose to pay dues or a service fee and authorize the Board to deduct the same bi-weekly and remit the same to the Association treasurer. Notwithstanding the foregoing, no employee shall be compelled as a condition of employment to pay either dues or a service fee.

### **ARTICLE IV**

#### **TRANSFER & ASSIGNMENTS OF ADMINISTRATORS**

##### **Section 1**

- A. A transfer is a reassignment from one position to another (except a promotion) or from one location (home base) to another, a modification of a position or change or reclassification in the formula for determining position differentials. Any transfer shall be at the discretion of the Superintendent in the best interest of the school system.
- B. Transfers shall be made after staff has been made aware of opportunities which might exist for voluntary transfers and the meeting of requests and/or preferences of the

individual staff member. It is recognized that some involuntary transfers are unavoidable and that frequent transfers can be disruptive to both the program and the individual.

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

## **Section 2**

- A. If an involuntary transfer results in the administrator being placed into a lower administrator's category salary then he/she will be placed on that step of the appropriate degree column of the respective new administrator's salary schedule such that if possible one will make no less on a per diem basis than earned in the prior assignment from which reassigned.
- B. When it becomes necessary to transfer an administrator resulting in a diminished salary level, the Superintendent shall make reasonable effort to provide appropriate additional employment for the administrator to help mitigate the salary loss involved.
- C. No person shall be reduced in pay except for cause as set forth in the criteria listed in Section 10-151 of the Connecticut General Statutes.

## **ARTICLE V**

### **REDUCTION OF ADMINISTRATIVE STAFF/ELIMINATION OF POSITION**

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, or staff. Further, it is understood that the Board of Education is committed to the policy of recruiting and retaining the best-qualified staff. The criteria used for the selection and retention of staff shall be those which permit the employment/retention of the best qualified.

If, in the Board's opinion, it is necessary to reduce the administrative staff within particular Administrative Classifications (Section F below), the following procedures will be followed:

- A. Should reduction be required, staff will be released within categories in the order listed below:
  - a. Non-tenured staff
  - b. Tenured staff with Provisional Certificates
  - c. Tenured staff with Professional Certificate and less than ten (10) years of contractual service in the Fairfield Public Schools.

- d. Tenured staff with Professional Certificate and ten (10) or more years of service in the Fairfield Public Schools.
- B. Where there are more individuals within the category than necessary to reduce, least senior administrators shall be terminated before more senior administrators, provided that those administrators remaining are, in the judgment of the Superintendent, equally or more qualified to perform the work available after the reduction. This shall be based upon the following criteria: education, certification, unique qualifications, salary status, and job description analysis.
- C. In determining those best qualified within a category, the following point system will be used:

Education:

has an undergraduate and graduate major directly related to the classification	10 points
has either an undergraduate or graduate major directly related to the classification	8 points
has a graduate or undergraduate minor directly related to the classification	6 points

Certification:

possesses a certificate valid for assignments other than classroom teaching and administration	5 points
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Unique Qualifications:

within the category, is uniquely qualified by training or experience (i.e., the only person in the category) to perform an existing assignment	20 points
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Salary Status:

Earned Doctorate	10 points
7th Year	8 points
6th Year	6 points
Master's	4 points

**Job Description Analysis:**

- a. The employee's immediate supervisor will complete an analysis of the extent to which the administrator successfully completes the requirements of the job description and the resulting impact on the quality of the instructional or non-instructional program. The Superintendent shall assign points under this Job Description Analysis as follows:

Not up to Fairfield Expectations	20 points
Up to Fairfield Expectation	0 points
Beyond Fairfield Expectations	+20 points
Greatly Beyond Fairfield Expectations	+45 points

- b. 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.
- c. Individuals 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 Job Description Analysis; (b) the individual might provide the immediate supervisor with any information of which the supervisor might not be aware which is appropriate to the Analysis.
- d. Staff members may add comments at the bottom of the Job Description Analysis before it is submitted to the Superintendent if they feel the Job Description Analysis is not fully representative of their qualifications. The immediate supervisor shall review and comment upon any such addition.
- e. Job Description Analyses will be used only for the purpose of Reduction in Force.
- f. Reviews of point assignments will 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.
- g. In the event an administrator is displaced to an administrative classification with a salary lower than that which the displaced administrator previously enjoyed, such administrator's salary shall be 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement. After the second year, the Administrator shall receive the salary of the lower level administrator.

- h. In the event an administrator is displaced to a teaching position, then, upon the happening of such event, the displaced administrator shall be paid a separation allowance. The separation allowance will be paid in ten (10) equal installments each year commencing on September 1st of the first school year of displacement and computed annually as follows: 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement. After the second year, the Administrator shall receive the salary of the teacher. 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;
  - 1. The employee with the greatest number of points under the Job Description Analysis shall be retained or recalled first.
  - 2. In the event that there still exists a tie, the employee with the greatest number of years of Fairfield experience under contract in the Classification shall be retained or recalled first.
  - 3. In the event that there still exists a tie, the individual with the greatest number of years under contract in assignments covered by this bargaining unit shall be retained or recalled first.
  - 4. 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 or recalled first.
  - 5. 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.
- D. If, through the above process, an Administrator is subject to Reduction In Force, he/she will be offered an administrative opening, if one exists in any other classification firstly of equal salary and secondly of lower salary, for which the individual is qualified. Open or vacant positions shall include those held by consultants, retirees, temporary assignees or acting appointees.
- E. Recall:
  - a. Any administrator who, through this process, has been reduced in salary or separated from employment, shall be placed on a re-appointment list and shall remain thereon until re-appointment or for two (2) years, whichever shall first occur, provided such administrator does not refuse a re-appointment.



- b. Administrators shall be recalled to positions for which they are qualified based upon the points previously awarded under Paragraph C above. If re-appointment is offered and is refused, the administrator shall be removed from the re-appointment list.
  - c. Individuals on the recall list shall be notified by certified mail of the offer of a position. Said notification shall be sent to the last known address of the individual.
  - d. Notice of the acceptance of the offer must be made by certified mail addressed to the Superintendent of Schools and postmarked two weeks from the date of notification identified in Paragraph c. above.
  - e. An administrator's refusal to accept a position under the recall procedures when the position offered is less in full time equivalency (FTE) or lower salary classification than that held by the individual when separated, will not cause the individual's name to be removed from the recall list.
- F. Classifications referred to in Article V have a work year of 223 days and 25 vacation days. Five vacation days may be taken during the student year with the prior approval of the Superintendent or his/her designee:
  - a. Headmaster (Category I)
  - b. Middle School Principal (Category II)
  - c. Elementary Principal (Category III)
  - d. High School Administrator for Pupil & Guidance Services and Secondary Curriculum Administrator (Category IV)
  - e. Housemaster (Category IV)
  - f. Assistant Principal (Category IV)
  - g. Director of Specified Subject area and Special Education Coordinator (Category V)
  - h. Athletic Director (Category VI)
- G. The work year of administrators must include all of the student and teacher days in each school year. Any exceptions to this policy shall be at the sole discretion of the Superintendent.

- H. Up to five (5) vacation days may be carried over into the next school year with prior approval of the Superintendent or his/her designee. Such days shall not be taken during the student year, except with the prior approval of the Superintendent or his/her designee.

## **ARTICLE VI**

### **VACANCIES**

- A. When vacancies in administrative positions occur, notice will be posted throughout the district. Notice shall contain the qualifications in terms of education and experience necessary.
- B. Candidates are evaluated by the Superintendent. The Superintendent may seek qualified candidates outside the district. Where in the reasonable judgment of the Superintendent the qualifications of both outside and inside candidates are equal, preference shall be given to qualified administrators of the school district.
- C. Any position which may be vacated temporarily by an administrator for a period, not to exceed a year, or where for an example the appointment may not exist beyond one year, then the administration may fill said assignment with an interim appointment.

## **ARTICLE VII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 1. - Purpose**

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise from time to time with respect to the provisions of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as appropriate at any level of the procedure.

#### **Section 2. - Definitions**

- A. A grievance is a violation of the rights of employment allegedly caused by a misinterpretation, misapplication or inequitable application of the Collective Bargaining Agreement or Board of Education policy and the Memorandum of Understanding regarding "Reduction of Administrative Staff/Elimination of Position" dated December 12, 1989. A grievance may also include a claim of failure to follow the established procedures of evaluation and support programs, per §10-151b(a) of the Connecticut General Statutes.

- B. Administrator shall mean any certified professional employee member of this bargaining unit and may include a group of Administrators similarly affected by a grievance.
- C. "Days" when referred to in the time limits hereof, such shall mean days when schools are in session.

### **Section 3. - Informal**

In an effort to resolve the issue, the individual (and/or representatives of the Association) who is aggrieved may discuss the matter informally with his or her immediate supervisor or the person whose decision or action gave rise to the grievance, who, for the purposes of this grievance procedure, shall be referred to as "supervisor". No formal written records are maintained at Section 3.

It is understood that the grievant has attempted to resolve the problem on his/her own before initiating the formal level.

### **Section 4. - Formal**

Failing a resolution of the issue at the informal level in Section 3, the aggrieved individual shall file a written statement of the grievance within thirty (30) days of when the grievant knew or should have known of the act or acts or circumstances upon which the grievance is based with the Superintendent. 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.

### **Step 1. - Superintendent's Level**

The Superintendent of Schools will schedule a meeting which will take place within five (5) days of receipt of the grievance. Effort will be made at the grievance meeting to resolve the differences between the parties to the dispute. If the grievant and/or The Association and Superintendent agree, however, a meeting may be waived. If a resolution is not possible, the Superintendent will issue a written decision on the matter within five (5) days of the meeting or receipt of the written grievance statement if no hearing is held.

### **Step 2. - Board of Education Level**

If the aggrieved and/or The Association is not satisfied with the Superintendent's decision, he or she may, within five (5) 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 3. - Arbitration**

If The Association is not satisfied with the disposition of the grievance by The Board, it may, within ten (10) 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 AAA 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 violative of the provisions of the Agreement. The decision of the arbitrator shall be final and binding with regard to grievances claiming a misinterpretation, misapplication or inequitable application of the Collective Bargaining Agreement or failure to follow the established procedures of the evaluation and support programs. For alleged misinterpretation, misapplication or inequitable application of policy, the decision 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. Nothing shall prevent either party from attempting to modify, vacate, or enforce such decision in court.

### **Section 4. - General Provisions**

1. If possible, any grievance filed prior to June 1 should be processed within the current school year.
2. Time limits may be extended by mutual agreement, in writing, of the parties involved.
3. The term "Representative of The Association" shall be interpreted to include any representative who may be requested by the FSAA to participate.

## **ARTICLE VIII**

### **LEAVES OF ABSENCE**

#### **Section 1. - General**

- A. Any tenured certified professional employee may be granted a leave of absence 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/administrative area, illness or other purpose as approved by the Superintendent.
- 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 120 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.

#### **Section 2. - Childrearing Leave**

- A. 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 purposes 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 in which the child is born, adopted, or fostered, and for an additional school year if requested by the employee.
- B. Childrearing leave shall be subject to the following provisions:
  - 1. Employees requesting leave shall submit not less than thirty (30) calendar days written notice of the anticipated date of ending performance of duties.
  - 2. 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.

3. Any tenured certified professional employee on childrearing leave, upon filing written notice of intent to return at least 60 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.
4. 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.
5. Personnel on childrearing leave who accept full-time employment or employment which approaches full-time may lose rights granted to 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.

### **Section 3. - Service in the Armed Forces**

The following regulations apply to an administrator in the employment of the Fairfield Board of Education who enters the Armed Forces of the United States during a national emergency:

- 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 administrator 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 administrator is entitled.
- D. An administrator who is under contract at the time of induction into the armed forces but who has not started in the system 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/her application for reinstatement.
- E. 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.

#### **Section 4. - Sick Leave**

- A. All regular employees shall be allowed full days for absence due to personal illness not to exceed eighteen (18) 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 and seventy-five (175) days. A doctor's certificate must be presented in the case of any absence due to illness over ten consecutive school days.
- B. Notwithstanding the foregoing limitations, the Superintendent may allow sick leave with full pay according to the following guidelines:
  - i. Up to thirty (30) additional days for employees with one to five years service with the Fairfield Board of Education.
  - ii. Up to sixty (60) additional days for employees with five to ten years of service with the Fairfield Board of Education.
  - iii. Up to ninety (90) additional days for employees with ten or more years of service with the Fairfield Board of Education.
  - iv. The Board of Education may allow any administrator or supervisor with more than five years of service with the Fairfield Board of Education additional sick leave with pay equal to the difference between the regular salary of such administrator or supervisor and the pay of his/her substitute.

#### **Section 5. - Permissible 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 five days in each school year may be allowed with pay for such absences which, in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable, including the observances of major religious holidays. One of these days, may be taken as a private day, with no restrictions to when the day may be taken.
- C. Up to three 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 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. Any salary deduction shall be calculated on a per diem basis.

#### **Section 6. - Jury Duty**

- A. All administrators shall fully utilize the exemption from jury duty provided them under Connecticut General Statutes and if called for jury duty shall provide the Superintendent with documentation of their effort to claim the exemption so that the Superintendent may take all steps necessary to support the exemption.

## **ARTICLE IX**

### **PROFESSIONAL GROWTH**

Administrators have an obligation to maintain the qualifications for their assignment through applicable professional growth. In recognition of the professional contributions to the Fairfield Public School System, and as a means of enhancing professional growth and the educational program of the Fairfield Public School System, the Board agrees to reimburse (subject to prior approval by the Superintendent) members of this Unit for the reasonable expenses of college or university tuition, conference attendance and workshop registration. The Board may also grant leaves of absence for the purpose of professional growth for a maximum of one (1) year subject to mutually agreed upon compensation and fringe benefits. At the expiration of this professional growth leave of absence, the administrator shall be reinstated in a position, similar in responsibilities and equivalent in salary (including any new increment or salary adjustment) to that held by the individual at the time the leave was granted.

The administrator shall report to his/her immediate supervisor, prior to July 1 of each year, on all professional growth activities taken during the year.

## **ARTICLE X**

### **PAYROLL DEDUCTIONS**

- A. In addition to those payroll deductions required by law, all deductions currently made will continue according to the practice of the parties.
- B. All requests for deductions must be in writing on approved, authorized forms, executed by the individual administrator.
- C. Deduction changes in kind or amount shall be made by the Board upon proper authorization and only upon no less than thirty (30) days notice.

## **ARTICLE XI**

### **SALARIES**



### **Section 1**

Schedules A, B and C attached hereto reflect salary rates by which all administrators shall be paid during the applicable fiscal years.

### **Section 2**

- A. Employees shall advance or not each year by one step on the salary schedule in effect until reaching step 6, in accordance with the distribution set forth (or to be set forth) in the respective salary schedules.

### **Section 3**

- A. All members shall be placed on the appropriate step in the salary schedule in accordance with their degree status.
- B. Any member who is promoted will not take a decrease in pay if the new position begins at a lower pay. The individual will be placed on the step within the new salary schedule which is equal to or higher in pay than his or her pay in the most previous position. The individual will progress along the new schedule in accord with past practice.

### **Section 4**

#### Recognition for Advance Study

- A. An employee who can provide satisfactory evidence that he/she has earned 30 graduate credits in an approved program beyond a Certification of Advance Study shall be paid an additional \$2,000 beyond that identified in the schedule. Effective July 1, 1995, new hires who wish to qualify for this stipend must have earned the graduate credits in an approved doctoral program. The individual will receive the additional stipend for a maximum of a five (5) year period after which the individual moves to the doctoral column if the degree has been earned. Otherwise, the individual will return to the original base salary.
- B. An employee who can provide satisfactory evidence that he/she has earned a Doctoral Degree in an accredited program from an approved university shall be paid an additional \$4,000 beyond that identified in the schedule.

## **ARTICLE XII**

### **BENEFIT PROGRAMS**

## **Section 1 - Health Insurance**

The Board agrees to offer health insurance coverage (except dental) for all eligible employees and families including eligible dependents pursuant to the State of Connecticut 2.0 Plan, as amended in 2017, and as may be amended from time to time, and pursuant to the terms of the Memorandum of Understanding between the Board and the Union (unless the Board decides to withdraw under the terms of said Memorandum).

Effective July 1, 2022, the Administrator shall pay 26.75% of the premium cost share;

Effective July 1, 2023, the Administrator shall pay 27.25% of the premium cost share;

Effective July 1, 2022, the Administrator shall pay 27.75% of the premium cost share;

If the Board self-insures, the employee premium contribution shall be based on the allocation rates and all minimum mandates shall be provided.

The language in this Article relating to the insurance provided by the State Plan 2.0 shall be transferred to Appendix D, to be memorialized in the event reference to such insurance is made necessary under the terms of the Parties' Memorandum of Understanding.

- A. Full pay dental with rider, additional basic benefits administered by the dental carrier.
- B. A long term disability insurance for the employee providing sixty (60) percent of their respective salary, up to a maximum monthly benefit of \$7,500 per month after a 180 calendar day waiting period. Benefits payable will be for sickness and accident to age 65, rights of survivorship, and primary social security leveled at time of disability. Employees shall pay \$.80 per month as premium cost share.
- C. Each administrator 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.
- D. The Board may change carriers and/or plans and/or to fully insure or self insure in whole or in part provided there is substantial equivalency between the old and the new, when viewed as a whole.

## **Section 2 - Health Insurance Cost Containment**

- A. Administrators must request physicians to specify medications by their generic titles as approved by the Food and Drug Administration in order to qualify for the prescription drug rider.
- B. Recovery Incentive Program - Administrators are encouraged to scan their hospital bills for overcharges and shall be paid 25% of all monies recovered.
  - 1. Notwithstanding the above, administrators may elect to waive, in writing, all health insurance coverage provided for under this contract, and in lieu thereof, may receive an annual payment of seven hundred and fifty dollars (\$750.00) in cash. Payment to those employees waiving such coverage shall be made in June.
  - 2. Notice of intention to waive insurance coverage must be sent to the Superintendent or his designee not less than ninety (90) calendar days before such waiver is to take effect, subject, however, to any regulations or restrictions which may be prescribed by the appropriate insurance carriers.
  - 3. Any administrator 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.

### **Section 3 - Health Insurance Upon Retirement**

Upon retirement, the Board agrees to offer staff members under the age of 65 the option to be covered under the State Plan 2.0, if permissible under the conditions set forth in the Parties' Memorandum of Understanding and the State Plan 2.0, as such may be amended from time to time. Retired employees may also continue to be covered by the Major Medical insurance plan. Major Medical Premium payment is due quarterly.

Upon retiring on or after July 1, 1993, administrators 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.

### **Section 4 - IRS Section 125 Plan**

The Board of Education will implement an IRS Section 125 Plan, applicable to premium cost share, dependent care and un-reimbursed medical expenses.

#### **Section 5 - Term Life Insurance**

Each certified employee shall be provided with life insurance in a principal amount equal to two and one half times the staff member's annual contracted salary.

### **ARTICLE XIII**

#### **WORK YEAR**

- A. If any administrator's work year is increased beyond that which is currently in effect, by state regulation or state statute, the rate of pay for said additional time shall be negotiated between the Board of Education and the Fairfield Association of School Administrators. If impasse is reached, a resolution of the issue shall be determined by arbitration under the rules and procedures established by the American Arbitration Association. In reaching his decision, the arbitrator shall utilize the criteria provided in Connecticut General Statute Section 10-153(f)(c)(4).
- B. Work year for each administrator is defined in Article V, Section F.

### **ARTICLE XIV**

#### **ADMINISTRATOR FILES**

Official administrator files, wherever kept, shall be maintained under the following conditions:

- A. Administrators shall have the opportunity to review and discuss their observation and evaluation with their supervisors. Administrators shall have the right to receive copies of their individual evaluations. The supervisor may acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- B. The supervisor shall have the right to answer any material filed, and the answer shall be attached to the file copy.
- C. Upon appropriate request by the supervisor, he shall be permitted to examine his files.
- D. The supervisor shall be permitted to reproduce any material in his files within five calendar days of his request at his own expense.

- E. Material will be removed from the files when an Administrator's claim that it is inaccurate or unfair is sustained by the Superintendent, Board, Arbitrator, Labor Board, or Court.

#### **ARTICLE XV**

#### **MID-CONTRACT NEGOTIATIONS**

If, pursuant to the terms of this Agreement or order of the State Labor Relations Board, the parties are required to negotiate any issue during the life of this Agreement, and have reached impasse in such negotiations, any unresolved issue(s) shall be submitted to binding arbitration pursuant to Connecticut General Statutes per Step 3 of the Grievance Procedure by either party within five (5) days after written declaration of impasse is presented to either party by the other. The costs of the arbitration shall be equally borne by the parties.

#### **ARTICLE XVI**

#### **NO STRIKE**

No Administrator shall engage in a strike or concerted refusal to render services. The Association shall not cause, counsel, sponsor, condone or participate in any strike or concerted refusal to render services.

#### **ARTICLE XVII**

#### **GENERAL SAVINGS CLAUSE**

If any provisions of this Agreement or any application thereof to any administrator or group of administrators is found contrary to law, then such provision or application will be invalid and subsisting only to the extent permitted by law; however, all other provisions or applications will continue in full force and effect.

#### **ARTICLE XVIII**

#### **MISCELLANEOUS**

Inclement Weather Closing: When school is closed due to inclement weather, administrators may work from home rather than report to their respective assignments. Such days shall not be charged to vacation or personal days.

## **ARTICLE XIX**

### **DURATION**

The provisions of this Agreement shall be in full force and effect as of July 1, 2022 and shall continue to remain in full force and effect until June 30, 2025. Negotiations for successor Agreements shall be in accordance with statutory requirements.

#### **FAIRFIELD SCHOOL ADMINISTRATORS' ASSOCIATION**

\_\_\_\_\_  
FSAA President

\_\_\_\_\_  
Date

#### **FAIRFIELD BOARD OF EDUCATION**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

## SCHEDULE A

### 2019-20 FAIRFIELD SCHOOL ADMINISTRATION SALARIES For administrators employed as of June 30, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	160,420	151,763	140,552	135,112	132,606	123,499
2	164,356	155,476	143,977	138,398	135,827	126,486
3	167,589	158,527	146,789	141,094	138,472	128,940
4	171,381	162,102	150,090	144,259	141,576	131,815
5	185,437	175,388	162,379	156,064	153,894	142,582

SV - +\$2,000

DR - +\$4,000

- Due to step-renumbering, Administrators shall be on the same numerical step as they were in 2018-2019.
- All "red-circled" employees from 2018-2019 shall advance to step 5 herein.

SCHEDULE A

2019-20 FAIRFIELD SCHOOL ADMINISTRATION SALARIES  
For administrators hired on or after July 1, 2019

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	160,420	151,763	140,552	135,112	132,606	123,499
2	164,356	155,476	143,977	138,398	135,827	126,486
3	167,589	158,527	146,789	141,094	138,472	128,940
4	171,381	162,102	150,090	144,259	141,576	131,815
5	176,066	166,531	154,186	148,194	145,682	135,404
6	180,751	170,960	158,282	152,129	149,788	138,993
7	185,437	175,388	162,379	156,064	153,894	142,582

SV - +\$2,000

DR - +\$4,000



**SCHEDULE B**

**2020-21 FAIRFIELD SCHOOL ADMINISTRATION SALARIES**  
**For administrators employed as of June 30, 2019**

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	166,000	157,031	145,417	139,782	137,185	127,751
2	169,265	160,112	148,257	142,505	139,857	130,229
3	173,095	163,723	151,591	145,702	142,992	133,133
4	187,291	177,142	164,003	157,625	155,433	144,008

SV - +\$2,000

DR - +\$4,000

- Due to step-renumbering, Administrators shall be on the same numerical step as they were in 2019-2020.

SCHEDULE B

2020-21 FAIRFIELD SCHOOL ADMINISTRATION SALARIES  
For administrators hired on or after July 1, 2019

STEPS	CATEGORIES					
	I	II	III	IV	V	VI
1	166,000	157,031	145,417	139,782	137,185	127,751
2	169,265	160,112	148,257	142,505	139,857	130,229
3	173,095	163,723	151,591	145,702	142,992	133,133
4	177,827	168,196	155,728	149,676	147,139	136,758
5	182,559	172,670	159,865	153,650	151,286	140,383
6	187,291	177,142	164,003	157,625	155,433	144,008

SV - +\$2,000

DR - +\$4,000

-Due to step renumbering, all administrators shall remain at the same numerical step as they were on in 2019-2020.

**SCHEDULE C**

**FAIRFIELD SCHOOL ADMINISTRATION SALARIES**

For administrators employed as of June 30, 2019

2022-23

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	171,993	162,700	155,268	144,828	142,138	132,363
2	175,375	165,891	158,210	147,649	144,906	134,930
3	179,343	169,634	161,664	150,962	148,154	137,939
4	194,052	183,537	174,524	163,315	161,044	149,206

2023-24

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	175,863	166,361	158,762	148,087	145,336	135,341
2	179,321	169,624	161,770	150,971	148,166	137,966
3	183,378	173,451	165,301	154,359	151,487	141,043
4	198,418	187,667	178,451	166,990	164,667	152,563

2024-25

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	180,260	170,520	162,731	151,789	148,969	138,725
2	183,804	173,865	165,814	154,745	151,870	141,415
3	187,962	177,787	169,434	158,218	155,274	144,569
4	203,378	192,359	182,912	171,165	168,784	156,377

SV - +\$2,000

DR - +\$4,000

All employees shall advance one step effective July 1 in each year of the contract.

SCHEDULE C

FAIRFIELD SCHOOL ADMINISTRATION SALARIES

For administrators hired on or after July 1, 2019

2022-23

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	171,993	162,700	155,268	144,828	142,138	132,363
2	175,375	165,891	158,210	147,649	144,906	134,930
3	179,343	169,634	161,664	150,962	148,154	137,939
4	184,246	174,268	165,951	155,080	152,451	141,695
5	189,149	178,904	170,237	159,197	156,747	145,451
6	194,052	183,537	174,524	163,315	161,044	149,206

2023-24

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	175,863	166,361	158,762	148,087	145,335	135,341
2	179,321	169,624	161,770	150,971	148,166	137,966
3	183,378	173,451	165,301	154,359	151,487	141,043
4	188,392	178,189	169,685	158,569	155,881	144,883
5	193,405	182,929	174,067	162,779	160,274	148,724
6	198,418	187,667	178,451	166,990	164,667	152,563

2024-25

CATEGORIES						
STEPS	I	II	III	IV	V	VI
1	180,260	170,520	162,731	151,789	148,969	138,725
2	183,804	173,865	165,814	154,745	151,870	141,415
3	187,962	177,787	169,434	158,218	155,274	144,569
4	193,102	182,644	173,927	162,533	159,778	148,505
5	198,240	187,502	178,419	166,848	164,281	152,442
6	203,378	192,359	182,912	171,165	168,784	156,377

SV - +\$2,000

DR - +\$4,000

All employees shall advance one step effective July 1 in each year of the contract.

**APPENDIX D – INSURANCE PRIOR TO STATE PLAN 2.0**

A. The medical insurance co-pays for PPO services shall be as follows:

PPO		
Medical Benefits	In Network	Out of Network
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
Office Visit Copays	\$35	20% after ded.
Specialist 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.
<b>Benefit Description</b>		
<b>Prescription Benefits <sup>(3)</sup></b>	<b>PPO</b>	
Retail Generic	\$15	20% after ded.
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	

Mail Order Generic	\$30	
Mail Order Brand Formulary	\$50	
Mail Order Brand Non-Formulary	\$80	
Rx Annual Maximum	Unlimited	

- (1) Out-of-Pocket maximum equals deductible, copays, and coinsurance maximum
- (2) high cost diagnostic procedures include CAT, CTA, PET, SPECT, MRA and MRI
- (3) mandatory generic substitution, and 30 day supply at retail, unless specified DAW

- B. Medical insurance plan to have prescription co-pays as stated above.
- C. The Board may implement a comprehensive plan as an alternative to, and not in lieu of, the PPO plan; and may also implement an HSA plan as another voluntary alternative to, and not in lieu of, the PPO plan. Details, such as the deductibles and co-insurance, and the premium cost share of the comprehensive or HSA plan shall be as determined by the Board. Participation by an administrator in the PPO plan, the comprehensive plan or HSA shall be entirely at the option of the administrator.

In the matter of Arbitration Between

FAIRFIELD SCHOOL  
ADMINSTRATORS ASSOCIATION

-and-

FAIRFIELD BOARD OF EDUCATION

December 10, 2021

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**

William DeVane Logue, JD  
Chairperson, Arbitration Panel

**John M. Romanow**

John M. Romanow, Esq.  
Representing the Interests of the  
Fairfield Board of Education

**JAMES FERGUSON**

James Ferguson, Esq.  
Representing the Interests of the  
The Fairfield School Administrators Association  
Dissenting

Signature: William DeVane Logue  
William DeVane Logue (Dec 10, 2021 11:07 EST)  
Email: william.logue@quinnipiac.edu

Signature: John M. Romanow  
John M. Romanow (Dec 10, 2021 14:21 EST)  
Email: jmromanow@aol.com

Signature: James Ferguson  
James Ferguson (Dec 10, 2021 14:45 EST)  
Email: jimferguson@fdclawoffice.com

In the Matter of Binding Arbitration	:	
	:	
Between	:	
	:	
Fairfield Board of Education	:	SUBJECT: Contract Dispute
	:	(Last Best Offer Binding Arbitration)
And	:	
	:	
Fairfield Schools Administrators' Association	:	

**OATH FOR  
CHAIRPERSON OF ARBITRATION PANEL**

State of Connecticut	:	
	:	ss: West Hartford
County of 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 29th day of October 2021

**Jim Ferguson**

James Ferguson, Esq  
Commissioner of the Superior Court

Signature:   
Jim Ferguson (Oct 29, 2021 17:07 EDT)

Email: jimferguson@fdclawoffice.com



In the Matter of Binding Arbitration

Between

Fairfield Board of Education

-and-

Fairfield Schools Administrators' Association

Subject \_\_\_\_\_  
(Last Best Offer Binding Arbitration)

**OATH FOR  
ARBITRATORS REPRESENTING THE INTERESTS OF EXCLUSIVE BARGAINING  
REPRESENTATIVES OF CERTIFIED EMPLOYEES**

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss: Rocky Hill

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: **James Ferguson**

James Ferguson, Esq.  
Arbitrator representing the interests of exclusive  
bargaining representatives of certified employees

Subscribed and sworn to before me this 29th day of October 2021.

**William DeVane Logue**

William DeVane Logue, JD  
Commissioner of the Superior Court

Signature:   
James Ferguson (Nov 23, 2021 13:14 EST)

Email: jimferguson@fdclawoffice.com

Signature:   
William DeVane Logue (Nov 23, 2021 13:22 EST)

Email: william.logue@quinnipiac.edu

In the Matter of Binding Arbitration

Between

Fairfield Board of Education

-and-

Fairfield Schools Administrators' Association

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 M. Romanow  
John M. Romanow, Esq.

Arbitrator representing the interests of the local  
and regional boards of education

Subscribed and sworn to before me this 29th day of October 2021.

William DeVane Logue

William DeVane Logue, JD  
Commissioner of the Superior Court

Signature: John M. Romanow  
John M. Romanow (Oct 29, 2021 16:29 EDT)  
Email: jmromanow@aol.com

Signature: William DeVane Logue  
William DeVane Logue (Oct 29, 2021 16:49 EDT)  
Email: william.logue@quinnipiac.edu

**From:** [Bremer, Tom](#)  
**To:** [Browne, Betsy](#)  
**Cc:** [McDermott, Mark A.](#); [Kupchick, Brenda](#); [Bertolone, Jackie](#); [Carpenter, Jennifer](#)  
**Subject:** Gould Manor - RTM request  
**Date:** Wednesday, December 29, 2021 3:37:26 PM

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Betsy – please see that this e-mail is delivered to the appropriate people in advance of the RTM meeting scheduled for Jan. 3.

It is my understanding that all the appropriate financial material has already been provided to the RTM in the original back up materials. It is also my understanding that the Conservation Department has answered your question in a separate communication. In consultation with the Purchasing Department, in answer to your request regarding an “overview of the bid acceptance process” we thought the below description of the process would be responsive to your request.

Basically, the process of determining how to approach “fixing” and re-opening Gould Manor Park has been developed over many months. Greenway Property Services (the company which rebuilt the fields) is the company the town currently uses to maintain the ball fields throughout the town. They were selected after an earlier RFP process for those services. Likewise, CISCO is the company that was selected after an earlier RFP process and is remediating the numerous “Julian Fill” sites throughout town. Hinding is the company the town has used in the past to service and rebuild tennis courts throughout the town. Finally, the Licensed Environmental Professional (Logical) is the company that discovered the original problem with the Julian fill and we have an excellent history with.

In order for the town to complete the project in a timely manner (as in being able to open the park by spring 2022) it was imperative to move forward with these existing companies last summer. As will be outlined during the RTM presentation, the bulk of the additional funds requested is for unforeseen conditions encountered at the site after work was begun, such as discovery that the field structure was inadequately built and was causing flooding issues. This was not a situation where the actual work and bills generated greatly exceeded the estimated cost. Part of the new request is for some optional enhancements to the park that was not part of the original request, but we felt were necessary to have a nice finished product for our residents. Conducting an additional RFP process specific to Gould Manor (a process which would have taken a minimum of 3 to 4 months) would have 1) assured that the fields opening would be delayed another year and 2) not guarantee the town any savings.

We hope this answers your question. I will be pleased to answer any other questions that may arise on January 3.

**Thomas R. Bremer**

Chief Administrative Officer

Town of Fairfield

203 256-3031

From: **Jeff Galdenzi** <[galdenzi.rtm3@gmail.com](mailto:galdenzi.rtm3@gmail.com)>  
Date: Fri, Dec 17, 2021 at 10:58 AM  
Subject: Request for Bids/process - Gould Manor Park  
To: Mark McDermott <[markmcdrtm7@gmail.com](mailto:markmcdrtm7@gmail.com)>

Mr Moderator, through you to the Purchasing Department, requesting the bids received for the work being done at Gould Manor Park.

Additionally, an overview of the bid acceptance process used to award the bid for remediation and improvement work at Gould Manor Park.

This is being requested as part of the back up material for the pending request for funds for completion of the project.

Jeff Galdenzi  
District 3  
Cell: 203.451-9278

**Jeff Galdenzi**

8:54 AM (29  
minutes ago)

to me

Mr Moderator, Mr Foley, I am looking for the following:

1. An overview of bid process,
  - how many bids are solicited?
  - selection criteria
  - when are sole source options pursued and what is the approval process?
2. As an example - Outbound bid package with scope for field remediation work (work done by Greenway Property Services)
3. Bids received for that work, Greenway Property Services plus others.
4. Any sole source awards (no bid solicited) given as part of Gould Manor Park project

From: **Bremer, Tom** <[TBremer@fairfieldct.org](mailto:TBremer@fairfieldct.org)>  
Date: Thu, Dec 30, 2021 at 5:23 PM  
Subject: RE: Request for Bids/process - Gould Manor Park

To: McDermott, Mark A. <[markmcdrtm7@gmail.com](mailto:markmcdrtm7@gmail.com)>  
CC: Browne, Betsy <[BBrowne@fairfieldct.org](mailto:BBrowne@fairfieldct.org)>, Kupchick, Brenda  
<[BKupchick@fairfieldct.org](mailto:BKupchick@fairfieldct.org)>, Bertolone, Jackie <[JBertolone@fairfieldct.org](mailto:JBertolone@fairfieldct.org)>

To Mr. Galdenzi:

As per my previous e-mail, there was no specific Gould Manor RFPs issued as that would have caused a loss of another year and not guarantee the Town any savings. That means that the contractors who were all selected for work at Gould Manor were 1) the “winners” of previous RFPs and 2) had a history with the Town departments on a number of projects who were responsible for various portions of the project. Accordingly, all the work was given to the relevant successful RFP contractors. An overview of the RFP process can be provided at a later time (and perhaps to an RTM committee as well) if questions remain.

For your information I am also including the Town’s Purchasing Policy which is currently the subject of a significant re-write on behalf of the Board of Finance and the Town.

**Thomas R. Bremer**

Chief Administrative Officer

Town of Fairfield

203 256-3031

**Town of Fairfield – Board of Finance**  
**Bidding Requirements for the Purchasing Authority**  
**Adopted 4 October 2011**

The Town of Fairfield Purchasing Department's mission is to obtain the best value proposition— quality, cost, and delivery – for all products and services purchased for our customers. We strive to offer excellent service to Town departments and the Fairfield Board of Education (BOE), to reduce costs and administrative tasks, to utilize an ever expanding e-commerce environment and to provide our customers with reliable, accurate and timely information. All business is conducted in keeping with the *Principles and Standards of Ethical Supply Management Conduct* (as adopted May 2008 by the Institute for Supply Management), with the *Ethics* code adopted by the Representative Town Meeting of the Town of Fairfield, October 2004, with *Article XI – Standards of Conduct* – of the Town of Fairfield Charter, and with all local, State and Federal laws.

Per the Charter of the Town of Fairfield (§ 12.8), *“The First Selectman and the Purchasing Agent, acting in conjunction, shall be the general purchasing authority of the Town. All Supplies, materials, equipment, other commodities, contracts for public works or services, other than professional services, required by any department, office, agency, board, authority, or commission of the Town, including the board of Education, shall be purchased by the purchasing authority on a requisition, in such form as the Selectmen may prescribe, signed by the head of the department, office, agency, or chairman of the authority, board, commission or committee. No purchase order shall be issued without the signature of the Purchasing Agent or, in the Purchasing Agent's absence, of the First Selectman.”*

As a governing body and in support of this mission, the Board of Finance (BOF) has adopted the following policy for the procurement of goods and services required by all Town departments and the Fairfield Board of Education:

- a) Transactions from \$1 to \$3,000 – shall be awarded prudently on the basis of best value, using known and reliable sources of supply.
- b) Transactions from \$3,000 to \$15,000 – shall be awarded based on results of three or more electronic or written quotations – or – awarded to suppliers who are the sole source of copyrighted, patented and/or specialized equipment, library / educational / curriculum materials, and/or textbooks – or – upon confirmation the supplier holds a contract awarded by the U.S. General Services Administration (GSA) to document the federal government has conducted a public bidding process – or – purchase from contracts publicly bid by a consortium. In each case, the Purchasing Authority may waive the requirement to obtain competitive quotes upon receipt and review of a sole source document, which shall be kept on-file for examination and audit, confirming the exclusivity of the goods and an explanation / calculation of the best-value proposition by the appropriate department manager / superintendent of schools.

c) Transactions exceeding \$15,000 shall be awarded on the results of formal bid procedures, except as provided herein. The Purchasing Authority shall invite sealed bids or proposals through the Town of Fairfield *Internet* website and other notification tools, which may include the State of Connecticut / other procurement websites, and open bids not less than 10 business days following the posting date. All bid documents and notices shall contain a statement reserving the right to reject all bids. The Purchasing Authority shall make the purchase from or let the contract to the lowest qualified bidder, or shall reject all bids. Where possible, the Purchasing Authority will report to and review with the Board of Finance, the Chief Fiscal Officer and all department managers, those suppliers whose total annual transactions exceed the bid threshold, and review the transactions completed under the sole source provision in order to evaluate and determine best purchasing strategies for the next fiscal year(s).

Where practicable and beneficial to the operations of the Town / school district, the Purchasing Authority may assign contracts for goods (only) required for the day-to-day maintenance, repair and operation (*MRO*) of Town and school facilities to suppliers located within or near the Town's geographical area. The Purchasing Authority will annually request and keep on-file price / discount structures from critical suppliers, and will work with operations personnel to ensure all goods are procured, without favoritism, on the basis of a best-value proposition.

Where beneficial to the Town / school district, the Purchasing Authority may purchase on the basis of best value, without publicly bidding, goods from suppliers who are the sole source of copyrighted, patented and/or specialized equipment, library / educational / curriculum materials and/or textbooks – or – produce confirmation the supplier holds a contract awarded by the U.S. General Services Administration (GSA) to document the federal government has conducted a public bidding process – or – purchase from contracts publicly bid by a consortium. In each case, the Purchasing Authority may waive the requirement to obtain competitive quotes upon receipt and review of a sole source document, which shall be kept on-file for examination and audit, confirming the exclusivity of the goods and an explanation / calculation of the best-value proposition by the appropriate department manager / superintendent of schools.

Where beneficial to the Town / school district, the Purchasing Authority may continue to purchase consumable energy products (natural gas, heating oil, vehicle fuel and electricity), without 10 day notification for publicly bidding, provided competitive quotes are first solicited from suppliers of known quality and supply reliability.

Where required under unforeseen emergency conditions requiring immediate response by virtue of a legal requirement arising under Federal or State law, or a local ordinance, the Purchasing Authority may exempt one-time (only) purchases from public bidding requirements.

The Town of Fairfield has the option to use any and all State and Federally- legislated purchasing strategies (e.g. reverse auctions, use of contracts bid by GSA, the State and State-sponsored consortiums) to the extent their use benefits the Town.

In any case in which compliance with purchasing requirements shall be deemed to be impractical or not in the best interests of the Town, bidding requirements may be waived with the approval of the Purchasing Authority and concurred upon by a majority of the Board of Finance. Each waiver of bid shall contain a statement of the reasons therefore and shall be kept on-file in the office of the Purchasing Authority, where it shall be available for public inspection and audit.

The procedures of this section shall also apply to franchises and concessions involving anticipated gross receipts in excess of \$10,000 and to real property leases involving rent in excess of \$5,000 in any fiscal year.

- d) The Town of Fairfield has the option to use any and all State and Federally- legislated purchasing strategies (e.g. reverse auctions, use of contracts bid by GSA, the State and State-sponsored consortiums) to the extent their use benefits the Town.
- e) Any proposal by any department of the Town and/or school district to purchase or lease<sup>1</sup> equipment in excess of \$50,000 in its totality and which proposal provides for the repayment of funds in any succeeding fiscal year(s) must be authorized in its entirety by the Board of Finance and Representative Town Meeting prior to any expenditures of funds. Before any proposal for purchase or lease of equipment as specified above is requested, the fiscal officer of the Town shall review the proposal to determine its financial merit and recommend the most proper financing of the request. Any approved authorization of funds shall be entered on the Town's financial records to reflect the debt incurred.
- f) Procurement and Payment Procedures – All requisitions and contracts for purchase shall be approved, encumbered, received and paid for per the guidelines established by the finance department in accordance with generally accepted accounting principles.
- g) It is recommended the bidding requirements be reviewed and updated on a two-to-three year basis to ensure continuous improvement in buying strategies and best-practices.

*Tholland/word/board of finance/bid requiremts – 2011final.doc*

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<sup>1</sup> Per policy adopted by the Board of Finance 1999



## **Appendix A**

### **Definitions:**

**Best Value:** A function/service comparison performed with cost, quality and availability variables among others; obtaining the best possible products / services at the lowest possible cost.

**Best-Value Proposition:** A function/service comparison performed with cost, quality and availability variables among other criteria; obtaining the best possible products / services considering any intangible or other benefits that may not necessarily represent the lowest possible cost, but has overall better perceived value.

**Bid:** The offer of a supplier (bidder) to provide specific goods and/or services in accordance with all specifications and conditions indicated in a solicitation.

**GSA:** General Services Administration, which is the acquisition and procurement agency for the government of the United States; it contracts for all goods, services and real property required by the operation of the civilian federal government. GSA delivers products, services, and policies to its federal customers through the Federal Acquisition Service (FAS), the Public Buildings Service (PBS), 2 Staff Offices, and the independent Office of the Inspector General and the Civilian Board of Contract Appeals.

**MRO:** Maintenance, repair and operation

**Lowest Qualified Bidder:** A supplier who has the capacity and capability to provide goods / services in conformance with the specifications for quality, quantity, service and delivery at the lowest cost.

**Request for Proposal (RFP):** A document used to solicit proposals, typically for professional services, to accomplish a specified scope of work. Negotiations may be conducted after evaluation of all offers.

**Sole Source:** One – and only one – source of supply deemed acceptable or capable of meeting the specifications for a product / service qualified with a sole source justification document to the Purchasing Authority.

**Total Cost of Ownership:** A financial analysis tool that provides a cost basis for determining the total value of the investment over its useful life. Elements of the analysis may include initial purchase price, costs for maintenance/repair/operation, administrative and finance costs, logistics costs, associated risks (geopolitical, reliability of supply), and quality.

## **Appendix B**

### **Requisitions, Purchase Orders and Payment Vouchers**

Requisitions shall be required for:

- All materials purchases
- All supplies purchases
- All equipment purchases
- All parts purchases
- All construction and repair purchases
- All professional services contracts / agreements. Agreements / contracts for all professional services for \$2,500+ must be approved by the First Selectman prior to requisition or payment.

Payment vouchers may be used for:

- Expense reimbursements, conference and meeting expenses
- Petty cash
- Miscellaneous payments for subscriptions, membership dues, postage, phones, refunds, fee payments, other expenses not requiring requisition.

Payment voucher dollar limits and procedures:

If total claim is < \$500

- Voucher is prepared by department staff with supplier information, explanation, account codes
- Approval is required by department supervisor and manager
- Voucher and supporting documentation (invoice, sales receipt, etc) is stamped 'approved' to signify funds available in budget, expense verified for accuracy and validity, receipt of service and expense verified.

If total claim is > \$500 to \$2,500:

- Voucher requires the above process plus approval by the Budget Director, or by the Controller or Chief Fiscal Officer in the budget director's absence.

If total claim is >\$2,500:

- Voucher requires the above process plus approval by the CFO or First Selectman

From: **Jeff Galdenzi** <[galdenzi.rtm3@gmail.com](mailto:galdenzi.rtm3@gmail.com)>  
Date: Thu, Dec 30, 2021 at 9:11 AM  
Subject: Drawings show expanded baseball area for irrigation  
To: Mark McDermott <[markmcdrtm7@gmail.com](mailto:markmcdrtm7@gmail.com)>

Mr. Moderator, through you to Mr Bremer, requesting:

1 - Drawings showing expanded/modified area of baseball fields at Gould Manor as referenced in backup material for RTM January meeting.

2 - Revised irrigation plan based on new field layout

From: **Bremer, Tom** <[TBremer@fairfieldct.org](mailto:TBremer@fairfieldct.org)>  
Date: Thu, Dec 30, 2021 at 4:20 PM  
Subject: RE: Drawings show expanded baseball area for irrigation  
To: McDermott, Mark A. <[markmcdrtm7@gmail.com](mailto:markmcdrtm7@gmail.com)>  
CC: Browne, Betsy <[BBrowne@fairfieldct.org](mailto:BBrowne@fairfieldct.org)>, Kupchick, Brenda <[BKupchick@fairfieldct.org](mailto:BKupchick@fairfieldct.org)>, Bertolone, Jackie <[JBertolone@fairfieldct.org](mailto:JBertolone@fairfieldct.org)>

In response to your request please find enclosed various diagrams which should be responsive to your request. Please let me know if anything further is required.

**Thomas R. Bremer**

Chief Administrative Officer

Town of Fairfield



From: **Marcy Spolyar** <[marcy.spolyar@gmail.com](mailto:marcy.spolyar@gmail.com)>  
Date: Wed, Dec 29, 2021 at 5:50 PM  
Subject: Gould Manor  
To: Mark McDermott <[markmcdrtm7@gmail.com](mailto:markmcdrtm7@gmail.com)>

Mr. Moderator,

Through you to Tom Bremer or whom would be most appropriate to answer.

1. Are outdoor recreational facilities/parks ever addressed like an indoor construction project whereas the Special Projects Standing Building Committee would be charged with oversight of the project if estimated under 2 million dollars?
2. Please provide the original Hinding Proposal Summary for the pickleball and tennis courts. In our present back-up we have a pencil written statement stating "original quote \$53,627". Was the original quote provided in the same respect as the updated quote? If so please provide as this was never given to us in our original backup for the June RTM meeting.
3. Please clarify how many pickleball courts and how many tennis courts will be present if the current proposal is approved?
4. Are the bathroom facilities open year round? Are they left unlocked at all times or open only specific times of the day/year? Does this estimate include both the interior and exterior remodeling of the bathroom? Please provide what year the bathroom renovation appears on the current waterfall chart. Please confirm that a separate contractor will be addressing the bathrooms and not one associated with the other park renovations? Will allowing the bathroom remodel to move ahead on the waterfall chart cause any of the other items on the waterfall chart to get pushed back in time frame?
5. How many town parks have scoreboards in town? Are they only on baseball fields or are they present for other sports? Are the baseball scoreboards evenly divided between the two little leagues? Do we utilize the sponsor panel on the scoreboards we presently have and if so do we receive money from sponsors? Does that money go to the town or the little league? Is there a separate contractor that would install the scoreboards or would the current contractor install the scoreboard?
6. What was the contingency amount in the original estimate for removal of historical contaminants? For reference the following statement was provided to us in the original backup.

"To remove certain historical contaminant "hot spots" at the site as delineated by the Town's LEP, and in conjunction with and concurrence by the State Department of Health, the estimated cost will be \$275,000 (including contingency)."

thank you,

Marcy Spolyar

District 4 RTM



From: **Bremer, Tom** <[TBremer@fairfieldct.org](mailto:TBremer@fairfieldct.org)>  
Date: Thu, Dec 30, 2021 at 5:36 PM  
Subject: RE: Gould Manor  
To: McDermott, Mark A. <[markmcdrtm7@gmail.com](mailto:markmcdrtm7@gmail.com)>  
CC: Browne, Betsy <[BBrowne@fairfieldct.org](mailto:BBrowne@fairfieldct.org)>, Kupchick, Brenda <[BKupchick@fairfieldct.org](mailto:BKupchick@fairfieldct.org)>, Bertolone, Jackie <[JBertolone@fairfieldct.org](mailto:JBertolone@fairfieldct.org)>

Please find below answers to Ms. Spolyar's questions:

1. No, to my knowledge the Standing Building Committee has not been used in the past to address projects such as these. I am advised that they have historically been used primarily by the BOE for roofing projects, and the like.
2. The original quote of \$53,627 referred to in pencil was not provided as that quote (as discovered by the Purchasing Dept.) was in error and hence was not used by the Town. The final quotes that were provided to all Boards were the actual correct quotes used in the project.
3. We had initially hoped to build two pickle ball courts and re-do the single tennis court. Unfortunately, due to space limitations (there is a wall that would require moving at great expense) we are only able to re-build the one tennis court and add one new pickle ball court. Fortunately, we were also able to place one (1/2 size) basketball court in the space as well.
4. The bathroom facilities are open to the public but are closed during the winter months. My understanding is that they are open 24 hours a day when they are open. I can confirm that an outside vendor will be used, if approved, to make sure the facility will be ready in April. The estimate does include an exterior and interior remodel of the building itself including the roof. Since there are numerous items on the waterfall chart I am advised that removing this facility from the chart will have negligible effect to the waterfall, in terms of costs or timing of any other project. The timing of this renovation is part of an overall maintenance project contained within the waterfall and, as such, was to be done "in a few years". I will have an exact date of the scheduling by Monday evening.
5. Nine town parks have either permanent or temporary scoreboards. These are mostly for baseball fields, though five are for other sports (lacrosse, football, soccer, etc.) I am advised that the scoreboards are evenly divided amongst the leagues. Each baseball league has one permanent and two temporary scoreboards. The girls little league has two permanent scoreboards. The Town does not utilize the sponsor panel, each league handles the sponsors and receives funds directly independently. It is currently contemplated that the Town will install the scoreboard.
6. The person who has the specific information regarding the contingency amount is out and I will have the actual number on Monday. As stated in my earlier e-mail, the amount requested now is the cost of removal and disposal of material that was not discovered until after construction began. The contingency amount in the first quote was used up by the contractor as the amount ultimately removed was greater than anticipated and the amount charged by the accepting site for the type of contaminated soil had increased between the time of the quote and the time of actual acceptance of the material.

I believe all the questions have been answered. I look forward to answering any further questions you may have on Monday.

**Thomas R. Bremer**

Chief Administrative Officer

Town of Fairfield

203 256-3031

(MEMORANDUM)

TO: MEMBERS OF THE FAIRFIELD RTM

FROM: STEPHEN M. SEDOR,  
ATTORNEY FOR THE FAIRFIELD BOARD OF EDUCATION

RE: FAIRFIELD SUPERVISORS AND ADMINISTRATORS' ASSOCIATION  
INTEREST ARBITRATION AWARD

CC: MEMBERS OF THE FAIRFIELD BOARD OF EDUCATION  
MICHAEL CUMMINGS, SUPERINTENDENT OF SCHOOLS

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Dear Members of the Fairfield RTM:

I am the attorney for the Fairfield Board of Education (the "Board") and represented the Board during the recent collective bargaining negotiations and interest arbitration with the Fairfield Supervisors and Administrators Association ("FSAA"). I am providing you with a summary of the interest arbitration award (the "Award") issued by an arbitration Panel (the "Panel") for a successor collective bargaining agreement ("Contract") between the Board and the FSAA that will commence on July 1, 2022 and end on June 30, 2025. (The Board and the FSAA together will be referred to as the "Parties").

History:

The Parties commenced negotiations for a successor Contract in August 2021 and conducted negotiations in good faith with each other. Through negotiations and mediation, the Parties reached an agreement on wages and insurance. However, the Parties could not reach agreement on one single issue that the Union proposed. That issue is whether the Contract should have a provision stating that Administrators cannot be disciplined, suspended, demoted or reduced in rank, except for "just cause." There were no other substantive language issues that were negotiated into the Contract.

Because the Parties could not agree on the Union's "just cause" proposal, the matter proceeded to interest arbitration on the single issue of the FSAA's "just cause" proposal. The Board zealously opposed the imposition of the "just cause" provision. In proceeding to interest arbitration, the Board and the FSAA submitted to the Panel an agreement on wages and insurance. There were no other substantive language issues that were part of the agreed upon language. The interest arbitration hearing took place on November 23, 2021.

On December 10, 2021, the arbitration Panel issued an award (the "Award") that awarded the Board's Last Best Offer ("LBO"). Thus, stated differently, the Board prevailed on the one issue presented to the Panel for arbitration. The Award is now before the RTM for consideration as to whether it should be rejected in accordance with Connecticut General Statutes Section 10-153f(c)(7).



### The Award on the Sole Issue Before the Arbitration Panel

As noted above, the only issue that came before the Panel was the FSAA's "just cause" proposal. There is currently no such provision in the current collective bargaining agreement. As its LBO, the FSAA proposed that the following language be inserted into the new Contract:<sup>1</sup>

"No administrator shall be disciplined, reprimanded, reduced in rank or compensation, or suspended without just cause."

The "just cause" standard is a high standard relatively upon which to impose discipline. Under the FSAA's proposal, employees could challenge through grievance arbitration virtually all forms of discipline issued to administrators. The Board opposed having such a provision at this time. Such a clause may significantly impact the Board's ability to discipline the employees in the school district having the highest levels of responsibility. Accordingly, the Board opposed the Union's LBO and proposed the following as its LBO:

"No administrator shall be issued a written warning, demoted or suspended except for reasons set forth in the criteria listed in Connecticut General Statutes Section 10-151. Grievances brought under this section may proceed through Step 2 (Board of Education Level) of the grievance procedure. The decision of the Board at Step 2 shall be final."

The Board's LBO stood in stark contrast to that of the FSAA's LBO. First, the Board's LBO specifically defined the types of discipline that could be grieved and limited it to written warnings, suspensions or demotions.<sup>2</sup> Second, the standard for issuing discipline is not subject to the high "just cause" standard, but rather the lower standard set forth in the criteria set forth in Connecticut General Statutes Section 10-151. Essentially, the standard is that the Board needs to have "good cause" to discipline, which is not arbitrary, capricious or based on reasons wholly unrelated to the school. Finally, the Board's LBO does not afford the FSAA grievant with the ability to take a grievance to arbitration. Rather, it limits the grievance process and ends that process with the Board. Thus, the Board would not incur the costs, expenses and uncertainty that would naturally accompany a grievance that proceeds through arbitration.

After the arbitration Panel heard the matter on November 23, 2021, it issued its Award in favor of the Board's LBO. Stated differently, the Board prevailed and obtained language that was very important to it and that which it believes will provide the district with the management rights and flexibility necessary to efficiently operate the school district. This issue was contested

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<sup>1</sup> During the 2020-2021 school year, the school administration issued discipline to an Administrator (the details of which cannot be discussed). The FSAA apparently felt the discipline was unwarranted or excessive. This event triggered the FSAA's proposal.

<sup>2</sup> The termination of certified employees is governed by Connecticut General Statutes Section 10-151 and, therefore, there is no need to include terminations within this language.

vigorously by both Parties during the negotiation, mediation and interest arbitration process. The Board considers this Award to be a significant result in its favor. Accordingly, a rejection of this Award exposes the Board to a loss of this language for which it strenuously advocated.

## WAGES

As noted above, the Parties did not submit the issue of wages to the Panel. Instead, prior to the arbitration hearing, the Parties reached an agreement on wages and submitted it to the Panel. The Panel's Award therefore incorporated the Parties' agreed upon language on wages. No evidence was produced on this issue and the Parties, since they had an agreement, did not submit any LBOs on wages. Notwithstanding, a summary of the wage settlement is set forth below.

### 1. Salary Obligation

The salary obligation for members of the FSAA for the 2021-22 school year is \$6,655,300. Stated differently, the total cost of the FSAA members' salaries for this school year ("base year") is \$6,655,300.

### 2. Cost of Increment

As you are likely aware, there are multiple steps that employees have on the salary schedule, with each successive step being a higher salary than the prior step. Depending on the employee's date of hire, there are either 4 steps or 6 steps in the administrators' salary schedules. The *total* cost of moving one step each year of the successor Contract is as follows:

YEAR	2022-23	2023-24	2024-25	TOTAL
PERCENT INCREASE	.281%	.249%	.06%	.59%
DOLLAR INCREASE	18,699	16,604	4,027	39,330

Thus, the cost of having employees advance one step each year costs \$39,330 over three (3) years. This equates to .59% of the salary schedule.

### 3. Wage Agreement and Structure

The Parties' wage agreement was structured as follows:

- For the 2022-23 school year; step advancement plus a 2.25% general wage increase ("GWI"); and
- For the 2023-23 school year; step advancement plus a 2.25% GWI; and
- For the 2024-25 school year; step advancement plus a 2.5% GWI.



In addition, the Board felt that the wages paid to the Elementary School Principals needed an upwards adjustment in order to retain the employees it has and to be able to recruit new Elementary School Principals going forward. Therefore, it agreed to provide Elementary School Principals with a \$4,500 wage adjustment, effective July 1, 2022.

The *total* cost of the wage settlement is set forth in the chart below. However, it is important to note that the cost of the \$4,500 wage adjustment is an adjustment brought about by conditions in the market. Accordingly, the more relevant concentration should be on the actual wage settlement outside of the adjustment.

The cost of the wage settlement, excluding the adjustment for Elementary School Principals, is as follows:

YEAR	SALARY OBLIGATION	INCREASE IN DOLLARS	% INCREASE
2021-22	6,655,300		
2022-23	6,824,169	168, 869	2.54%
2023-24	6,995,069	170, 900	2.5%
2024-25	7,174,270	179, 201	2.56%
TOTALS		518, 970	7.6% (7.79% compd.)

For the RTM's information, the total cost of the wage settlement including the wage adjustment for the Elementary Principals is as follows:

YEAR	SALARY OBLIGATION	INCREASE IN DOLLARS	% INCREASE
2021-22	6,655,300		
2022-23	6,874,780	219, 480	3.3%
2023-24	7,046,825	172, 044	2.5%
2024-25	7,227,312	180, 488	2.56%
TOTALS		572, 012	8.36% (8.59% compd.)

#### 4. Wage Settlements Around the State

According to CAGE's publication, the wage increases for this negotiation session have a wide range. The lowest reported settlement was at 6.0% over 3 years, while the highest reached 9.55%. A chart setting forth the wage settlements in other districts, as reported by CAGE, is set forth in attached Exhibit 1. As you will see, the Parties' settlement here is well within the ranges of the reported settlements.

#### INSURANCE:

The Parties also submitted as an agreement to the Panel the issue of increases to the administrators' premium cost share payments. The FSAA members currently pay 26.5% towards

the premium costs for insurance. This payment is higher, and in some cases substantially higher, than what administrators in other Fairfield County districts are required to pay. (A comparison to what other Fairfield County Administrators pays is set forth in attached Exhibit 2).

Based on the above, the settlement on the premium cost share is:

- 26.75% effective July 1, 2022; and
- 27.25% effective July 1, 2023; and
- 27.75% effective July 1, 2024.

Stated differently, the administrators cost for insurance will increase by 1.25% over the next 3 years. This will again leave the FSAA at the top of the range of insurance premium cost share payments.

#### THE PROCESS IN CONNECTICUT GENERAL STATUTES SECTION 10-153f

Connecticut General Statutes Section 10-153f(c)(7) sets forth the procedure in which a legislative body may reject an interest arbitration award such as the one at issue here. As counsel for the Board, it is my opinion that the RTM is limited in its ability to reject the Award to the sole item at issue, which was the FSAA's "just cause" proposal. All of the other issues, including the wages and insurance, were agreed upon and submitted to the Panel as agreed upon language. Therefore, it is the Board's opinion that the RTM cannot reject anything other than the Award concerning the "just cause" provision. At the very least, a rejection of the wages and/or insurance settlement would be a futile gesture. Please be advised that the Town's Attorney disagrees with this opinion.

The basis for the Board's position is the language of the applicable statute, which is Connecticut General Statutes Section 10-153f(c)(7). More specifically, pursuant to Section 10-153f(c)(7), a rejection of the Award by the RTM would not send this matter to a "new" interest arbitration proceeding on the issues of wages and insurance. Instead, a rejection of the Award results in the matter being sent to a review panel, where that panel is limited to a review of the issues decided by the Panel. Section 10-153f(c)(7) states, in relevant part:

"The review conducted pursuant to this subdivision shall be limited to the record and briefs of the hearing pursuant to subdivision (2) of this subsection, the written explanation of the reasons for the vote and a written response by either party. In conducting such review, the arbitrators or single arbitrator shall be limited to consideration of the criteria set forth in subdivision (4) of this subsection. Such review shall be completed within twenty days of the appointment of the arbitrators or single arbitrator. The arbitrators or single arbitrator shall accept the last best offer of either of the parties. Within five days after the completion of such review, the arbitrators or single arbitrator shall render a final and binding award with respect to each rejected issue." (emphasis added).

As emphasized above, a review panel must accept one of the parties' last best offers on any rejected issue. Here, however, there were no last best offers on any of the monetary or insurance proposals. Therefore, there is no LBO on wages or insurance from which the review panel may



choose. Similarly, the review panel is limited to a review of the record presented to the Panel. Here, because the Parties agreed to the wage and insurance issues, there is no record that the review panel can review on these issues. In short, the only LBOs involved the sole issue submitted to arbitration, which was the Union's proposal for a just cause provision. That is the only issue, in the Board's attorney's opinion, that may subject to review by the review panel.

In this regard, the Board would respectfully request that the RTM not reject the Panel's Award. The "just cause" proposal was extremely important to the Board and contested zealously by the Parties. The Board invested a great deal of time and resources at interest arbitration and respectfully requests that the RTM not take action that would reverse this decision in its favor.

Thank you for your attention.

Stephen M. Sedor  
Attorney for the Fairfield Board of Education

ATTACHMENT 1 – STATE SETTLEMENTS PER CABE

<b>DISTRICT</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>	<b>TOTAL</b>
New Haven Cty	2.50%	2.25%	2.25%	7.0%
New Haven Cty	2.58%	2.45%	--	5.03% (2-year Contract)
East Haven	2.70%	3.10%	2.91%	8.71%
Vernon	2.90%	2.90%	2.90%	8.7%
Fairfield Cty	3.08%	2.81%	3.35%	9.24%
Hartford Cty	2.50%	2.50%	2.50%	7.5%
Clinton	2.99%	2.45%	2.50%	7.94%
Manchester	3.53%	2.35%	3.05%	8.93%
Fairfield Cty	2.0%	2.0%	2.0%	6.0%
Berlin	3.21%	2.79%	2.35%	8.35%
Fairfield Cty	2.48%	2.38%	2.30%	7.16%
Fairfield Cty	2.48%	2.38%	2.30%	7.16%
Middlesex Cty	2.25%	2.25%	2.50%	7.0%
Hartford Cty	3.84%	2.50%	3.21%	9.55%
Plymouth	2.50%	2.0%	2.0%	6.5%
Middlesex Cty	2.25%	2.25%	2.25%	6.75%
Fairfield Cty	2.88%	2.58%	2.54%	8.0%
Canton	3%	3%	3%	9%
New Britain	2.56%	2.87%	2.52%	7.95%
New London Cty	2.10%	2.0%	2.0%	6.1%
Fairfield Cty	3.23%	3.61%	2.67%	9.51%
New Haven Cty	2.45%	2.45%	2.13%	7.08%
Oxford	2.60%	2.40%	2.67%	7.67%
Windham Cty	2.90%	2.90%	2.90%	8.7%
New Haven Cty	2.12%	2.17%	1.99%	6.27%

ATTACHMENT 2 – PREMIUM COST SHARE COMPARISONS (2021-2022)  
FAIRFIELD COUNTY

DISTRICT	2021-2022 PREMIUM COST
Fairfield (18)	26.5%
New Cn. (3)	22.0%
Westport (4)	21.5%
Wilton (9)	20.0%
Ridgefield (13)	---
Greenwich (1)	16.5%
Easton (19)	21.0%
Redding (20)	22.5%
Stamford (26)	22.0%
Norwalk (39)	--
Brookfield (40)	21.0%
Trumbull (41)	20.0%
New FFLD (43)	---
Newtown (44)	24.0%
Monroe (59)	20.0%
Stratford (118)	21.0%
Danbury (124)	21.0%
Bridgeport (165)	27.0%/29.0%

ATTACHMENT 2 – PREMIUM COST SHARE COMPARISONS (2021-2022)  
DRG B

DISTRICT	2021-2022 PREMIUM COST
Fairfield (18)	26.5%
Greenwich (1)	16.5%
Avon (23)	22.5%
Madison (28)	---
Guilford (31)	20.5%
Farmington-(32)	24.0%
Orange (33)	21.5%
Glastonbury-(38)	25.0%
Brookfield-40	21.0%
Trumbull (41)	20.0%
Newtown (44)	24.0%
W. Htfd. (51)	21.0%
Monroe (59)	20.0%
S. Windsor (70)	22.0%
Cheshire (71)	12.0%
Granby (78)	20.0%



