WARNING TO THE MEMBERS OF THE REPRESENTATIVE TOWN MEETING AND RESIDENTS OF THE TOWN OF FAIRFIELD

Notice is hereby given that Annual Organizational Meeting of the Town of Fairfield will be held on Monday, November 24, 2014, at 8:00 P.M. at the Education Center on Kings Highway, for the following purposes:

- 1. Roll Call Pledge of Allegiance Moment of Silence
- 2. To elect a Moderator and Deputy Moderator for the ensuing year.
- 3. To nominate and elect members to serve on the Special Legislative Management Committee.
- 4. To consider and act upon the following resolution recommended by the Town Clerk:

"RESOLVED, that in accordance with the Town Charter and state filing rules, the Representative Town Meeting hold their regular meetings for the year 2015 on the following dates:

January 26	April 27	July 27	October 26
February 23	May 4 and 18	August 24	November 30
March 23	June 22	September 28	December 21

- 5. To consider and act upon the Minutes of the Regular Meeting held on October 27, 2014.
- 6. To consider and act upon the following resolution recommended by the First Selectman:

"RESOLVED, that a certain contract negotiated by and between the Town of Fairfield and the United Public Service Employees Union (UPSEU) Unit #222 (Town Hall Employees Association) concerning conditions of employment for the period ending June 30, 2013 be, and hereby is, amended, in the manner described in the attached Memorandum of Agreement so as to make the contract effective through June 30, 2017 and to incorporate certain other changes regarding wages, hours and other matters."

7. To consider and act upon the following resolution recommended by the Board of Education*

"RESOLVED, that in accordance with Connecticut General Statute §10-153d(b), the Collective Bargaining Agreement between the Board of Education and the Fairfield Education Association, for the period of July 1, 2015 through June 30, 2018, is rejected."

*Subject to approval by the Board of Education

8. To hear, consider and act upon the following resolution as recommended by the Board of Finance*

"Resolved, that the Bond Resolution entitled, 'A Resolution Appropriating \$4,558,399 for Costs Associated with the Repair and Restoration of Penfield Pavilion and Authorizing the Use of \$1,750,000 of Insurance Proceeds to Fund Such Appropriation and the Issuance of Bonds to Fund the Portion of Such Appropriation Not Funded by Insurance Proceeds,' be, and hereby is, approved."

*Subject to approval by the Board of Finance

- 9. To hear and consider for the first time a Redistricting Ordinance as recommended by the RTM Redistricting Ordinance Subcommittee.
- 10. The Moderator has referred the following amendment to §95-15.4 of the Town Code to the Legislation and Administration Committee under Rule 32 of the RTM Rules to Regulate:

"At its first regularly scheduled meeting in January 2014 2016, the Representative Town Meeting shall convene a special committee to review Article Town of Fairfield, CT Tax Relief for Elderly and Disabled Homeowners of Chapter 95, Tax Relief for Elderly and Disabled Homeowners."

- 11. The Moderator has referred a Fair TV ordinance, sponsored by Sheila H. Marmion, District 6 and Kathryn L. Braun, District 8, to the Legislation and Administration Committee under Rule 32 of the RTM Rules to Regulate.
- 12. The Moderator has referred an Alternate Side of the Street Parking Restriction Ordinance to the Legislation and Administration Committee under Rule 32 of the RTM Rules to Regulate.
- 13. To consider and act upon any other matters presented to said meeting and which may be properly acted upon under the rules of the Representative Town Meeting.

November 7, 2014	
1100001100111	Elizabeth P. Brown Town Clerk

Tentative Agreement Summary October 8, 2014

The Town of Fairfield ("Town") and UPSEU Unit 222 ("Union") Tentative Agreement shall be considered full and final settlement of their collective bargaining agreement effective July 1, 2013 through June 30, 2017 as follows:

- 1. The contract shall be four (4) years in duration, with effective dates of July 1, 2013 through June 30, 2017;
- 2. The Town shall pay time and one half for Saturday hours unless the employee is regularly scheduled to work on Saturdays.
- 3. The Town shall calculate pension for the DB plan based on the employee's base contractual salary (no off-set for an employee on workers' compensation).
- 4. There shall be a general wage increase, retroactive to July 1, 2013, of the following percentages:

Year	Percentage
7/1/13 - 6/30/14	2.00 %
7/1/14 - 6/30/15	2.30%
7/1/15 - 6/30/16	2.35%
7/1/16 – 6/30/17	2.50%

5. The Union shall accept the Town's \$2,000/\$4,000 in-network and 4,000/8,000 out-of-network HDHP plan with HSA for all eligible members and eligible retirees with contributions as follows with continued prescription co-pay after deductable:

Year	Percentage (prior 6/30/11)	Percentage (after 7/1/11)
7/1/13 - 6/30/14	11.00 %	13%
7/1/14 - 6/30/15	11.00%	13%
7/1/15 – 6/30/16	8.50%	8.50%
7/1/16 - 6/30/17	9.25%	9.25%

6. The Town shall make the following HSA contributions:

Year	Percentage
7/1/15 - 6/30/16	60.0%
7/1/16 – 6/30/17	50.0%

- 7. Members who retire on or after July 1, 2016 upon reaching age 65 shall contribute 12% to the Medicare Carve-Out.
- 8. Employees hired on or after July 1, 2016 shall, upon retirement, contribute 50% to the premium cost share and upon eligibility for Medicare, the Medicare Carve-Out.
- 9. Employees on workers' compensation leave shall be allowed to use sick leave to make up the difference between workers' compensation payment and regular base wages. Employees shall use 25% of 1 day sick leave for each day on workers' compensation leave to make up the difference.

Costs and Savings Associated with the Collective Bargaining Agreement Between The Town of Fairfield and Town Hall Employees (THEA) - United Public Service Employees Union Unit #222 Contract Term: July 1, 2013 - June 30, 2017

		<u>Base</u>	2013-14 <u>Annual CHG</u> (2.0% Wage Incr.)	2014-15 <u>Annual CHG</u> (2.3% Wage Incr.)	2015-16 <u>Annual CHG</u> (2.35% Wage Incr.)	2016-17 <u>Annual CHG</u> (2.5% Wage Incr.)
Regular Payroll	(1)	5,291,937	105,839	124,149	129,765	141,292
Health Care - OPEB ARC	(2)	0	0	0	(145,000)	(7,000)
Health Care - Actives	(3)	1,850,000	<u>0</u>	<u>0</u>	(6,400)	<u>(54,000)</u>
Total		7,141,937	105,839	124,149	(21,635)	80,292
% Annual Chg HC and	Payroll		1.48%	1.71%	-0.29%	1.09%

Other Financial Considerations:

- a. Employees hired after July 1, 2016 shall contribute 50% to the premium share of the Medicare Carve-Out, realizing an annual ARC reduction of \$3,500 or 7% of initial salary of employee hired.
- b. Employees on workers' compensation leave shall be paid at 75% of regular wage versus the current 100% of regualr wage. Employees will be allowed to use sick leave to make up the difference between workers' compensation and regular wages. Employees shall use 25% of 1 day sick leave for each day on workers' compensation leave to make up the difference.
- (1) Reflects 2012-13 salaries.
- (2) 12% OPEB Contribution at Retirement post 65.
- (3) Transition from current PPO to HSA. Reflects change in fiscal year 2015-16 plan, and change in employee contributions.

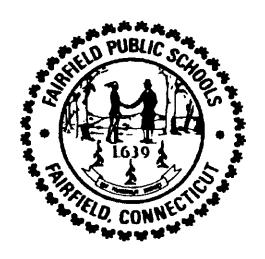
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FAIRFIELD BOARD OF EDUCATION

AND

FAIRFIELD EDUCATION ASSOCIATION



TOGETHER WITH RELATED

ADMINISTRATIVE AND BOARD OF EDUCATION POLICIES OF THE

FAIRFIELD PUBLIC SCHOOLS

JULY 2015 – JUNE 2018

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TABLE OF CONTENTS

PART 1 - COLLECTIVE BARGAINING AGREEMENT	2
ARTICLE I - RECOGNITION	2
ARTICLE II - PROCEDURE FOR CONDUCTING NEGOTIATIONS	
ARTICLE III - RIGHTS AND RESPONSIBILITIES OF THE BOARD	
ARTICLE IV - DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS	
ARTICLE V - SEPARATION AND RECALL PROCEDURE	
ARTICLE VI - LEAVES OF ABSENCE	
ARTICLE VII - INCLUSION OF SPECIAL EDUCATION CHILDREN	24
ARTICLE VIII - FRINGE BENEFITS	24
ARTICLE IX - PROFESSIONAL GROWTH PROGRAM	
ARTICLE X - SALARIES	
ARTICLE XI - GRIEVANCE PROCEDURE	
ARTICLE XII - CONTINUATION CLAUSE	
ARTICLE XIII – JUST CAUSE	
ARTICLE XIV - SEVERABILITY	
ARTICLE XV - DURATION	
APPENDIX A -STEP PLACEMENT GUIDE	45
APPENDIX B -2015-2016 TEN MONTH EMPLOYEE SALARY SCHEDULE	46
APPENDIX B - 2015-2016 TEN AND A HALF MONTH EMPLOYEE SALARY SCHEDULE	47
APPENDIX C -2016-2017 TEN MONTH EMPLOYEE SALARY SCHEDULE	48
APPENDIX C - 2016-2017 TEN AND A HALF MONTH EMPLOYEE SALARY SCHEDULE	49
APPENDIX D -2017-2018 TEN MONTH EMPLOYEE SALARY SCHEDULE	50
APPENDIX D - 2017-2018 TEN AND A HALF MONTH EMPLOYEE SALARY SCHEDULE	51
APPENDIX E – 2015-2016 EXTRA PAY SALARY SCHEDULE	52
APPENDIX F - 2016-2017 EXTRA PAY SALARY SCHEDULE	58
APPENDIX G = 2017-2018 EXTRA PAY SALARY SCHEDULE	64
PART 2 - BOARD/ ADMINISTRATIVE POLICIES	70

COMPREHENSIVE DOCUMENT

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

The Comprehensive Document is divided into two parts as follows:

Part 1

Collective Bargaining Agreement negotiated by the Board of Education and the Fairfield Education Association effective July 1, 2015 and terminating June 30, 2018, containing herewith otherwise referenced documents.

Part 2

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

PART 1

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

Collective Bargaining Agreement

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

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

ARTICLE I

RECOGNITION

1. The Board hereby recognizes the Fairfield Education Association as the exclusive representative of the teacher group of certified professional employees of the Board, and of those employees holding Durational Shortage Area Permits (DSAP), except

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

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

ARTICLE II

PROCEDURE FOR CONDUCTING NEGOTIATIONS

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

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

Translations Due to Changes

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

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

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

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE BOARD

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

ARTICLE IV

DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS

BASIC TEACHING RESPONSIBILITIES

The basic teaching assignment for all levels shall include:

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

4.1 ELEMENTARY DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS

4.1.1 Preparation Time

All certified teachers in the elementary schools will be provided with an average of thirty (30) minutes of preparation time per day or a total of one hundred-fifty (150) minutes per week in blocks of no less than twenty (20) minutes.

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

4.1.2 Duty Free Lunch

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

Class Size and Staffing Adequacy

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

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

4.1.3 Elementary Class Size (Board Policy #6151)*

4.1.4

The number of direct student contact teaching hours for 1.0 FTE elementary art, world language, music and physical education teachers is 21.5 per week, with corresponding reductions of hours per weeks proportionate to reduction in F.T.E. status (e.g.: .1 FTE teaching load is 2.15 hours per week.)

This direct student contact teaching time may be divided into a varying number and length of classes per week at the discretion of administration; provided however that no class shall be scheduled for a length less than thirty (30) minutes, except for World Language which shall not be less than twenty-five (25) minutes.

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

4.2 MIDDLE SCHOOL DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS

4.2.1 Community Approach

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

4.2.2 Student Load and Class Size

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

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

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

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

4.2.3 Guidance Counselors

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

4.2.4 Special Education - Middle School*

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

4.2.5 Student Load Excess

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

- a. If it can be shown that the overage is necessitated by the enrollment of new students in a school after July 1, the overage shall be permitted as long as the individual teacher's student load does not exceed the contractual maximum by more than 5%.
- b. If the excess is caused by other factors, it shall be permitted unless the FEA submits a written exception to the Superintendent or designee within five working days of the meeting.
- c. Failure to file an exception to a specific overage shall not be considered as precedent setting nor shall it be applicable to any other situation.

4.2.6 Grade 6 Foreign Language

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

4.2.7 Preparation Periods

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

4.2.8 Secondary Class Size (Board Policy)*

4.2.9 Class Coverage - Middle School:

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

4.3 HIGH SCHOOL DUTIES, RESPONSIBILITIES AND WORKING CONDITIONS

4.3.1 Student Load and Class Size

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

Art	125	
Business Education	125	
Counselor	250	
English	110	
Foreign Language	110	
Health	130 p	er day
Home Economics	*	·
Lab	95	
Non-Lab	125	
Industrial Arts/Technology		
Shop	95	
Drafting	125	
Mathematics	125	
Music		
· General	155	
Theory, Hist. & Appreciation	125	(30 per class)
Band, Orchestra, Choir, Chorus		` •
(No more than 5 assigned periods)		
Physical Education	155 p	er day
Science	110	•
(24 students max in lab class)		
Social Studies	125	

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

4.3.2 Student Load Excess

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

a. If it can be shown that the overage is necessitated by the enrollment of new students in a school after July 1, the overage shall be permitted as long as the individual teacher's student load does not exceed the contractual maximum by more than 3%.

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

4.3.3 Secondary Class Size (Board Policy)*

4.3.4 Special Education - High School*

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

4.3.5 Preparation Periods- High School

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

4.3.6 Duty Period Adjustments- High School

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

4.3.7 Teaching Preparations- High School

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

4.3.8 Class Coverage - High School:

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

4.4 WORKING CONDITIONS FOR PART-TIME STAFF AND SHARED STAFF

4.4.1 Teaching Assignment

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

4.5 TEACHER EVALUATION AND PERSONNEL FILE

4.5.1 Evaluation (Administrative Policy)*

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

4.5.2 Personnel File

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

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

- 4.6 FACULTY AND DEPARTMENT MEETINGS (ADMINISTRATIVE POLICY)*
- 4.7 PROMOTION OF STAFF MEMBER (ADMINISTRATIVE POLICY)*
- 4.8 EARLY LEAVE POLICY (ADMINISTRATIVE POLICY)*
- 4.9 PERMISSIBLE ABSENCES

4.9.1 Sick Leave

- a. All regular employees shall be allowed full days for absence due to personal illness not to exceed fifteen (15) days in each school year. Unused sick leave may be accumulated from year-to-year, provided however, that the maximum of such accumulation shall not be more than one hundred fifty (150) days. A doctor's certificate must be presented in the case of any absence due to illness over ten consecutive school days.
- b. The Fairfield Board of Education will observe in reference to pregnancy (disability) and childbirth leaves the provisions as outlined in the Connecticut General Statutes and as it may be amended from time-to-time.
- c. All regular employees shall be allowed up to twenty (20) days of his/her accumulated sick leave for the purpose of adoption of a minor child.
- 4.9.1.1 Notwithstanding the foregoing limitations, the Superintendent may allow sick leave with full pay according to the following guidelines:
 - a. Up to thirty (30) additional days for employees with one to five years of service.
 - b. Up to sixty (60) additional days for employees with five to ten years of service.
 - c. Up to ninety (90) additional days for employees with ten or more years of service.

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

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

4.9.1.2 Workers' Compensation: If an employee is absent on workers' compensation, other than related to Connecticut General Statute Section 10-236a, the employee shall suffer no loss of regular pay for up to one calendar

year provided that for each work day absent, one third of a sick day will be debited. If an employee has no sick days remaining, the Employee's compensation shall be reduced to the statutory amount.

4.9.2 Personal Absence

- a. In case of death in the family or immediate household of any regular employee, such employee shall be entitled to leave with full pay for not more than five days.
- b. Up to 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 day, per year, of the five days allowed with pay may be used in the death of a close friend. One day, per year, of the five days allowed with pay may be considered as a private business day.
- c. Up to ten 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 ten 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. If an employee uses the private business day during the month of June, then the employee shall receive pay equal to the regular salary minus the daily substitute rate.
- e. Any pay loss for an individual on a per diem basis shall be figured at the rate of 1/187 times salary and if this absence is five or more days in length then in addition, loss of Board paid insurance cost will also be deducted for said period. The per-diem rate for 10 ½ month personnel shall be computed at a rate of 1/197 times salary.
- 4.9.2.1 Personal or Private Absence Requests (Administrative Policy)* For Definition/Examples, see corresponding Administrative Section.
- 4.9.2.2 Absence with Full Pay (Administrative Policy)*
- 4.9.2.3 Absence with Pay Less Substitute (Administrative Policy)*

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

4.10 DUTY FREE LUNCH

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

4.11 TRANSFER

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

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

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

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

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

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

4.12 PROFESSIONAL ATTIRE

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

4.13 Teaching Protection

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

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

4.14 Start of School Set Up and Preparation

All teachers shall be allowed a four (4) hour block of preparation time during the first three non-student days prior to the start of school for the purpose of set up of their classrooms, caseloads and other necessary tasks to prepare for the start of school. Building based administration will determine which of the three days would be used for set up and preparation. The professional development day of the above-referenced three days shall be the same length as a regular work day, as are the other two of the three days.

ARTICLE V

SEPARATION AND RECALL PROCEDURE

5.1 SEPARATION

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

- a. Non-tenured teachers
- b. Tenured teachers with Provisional Certification
- c. Tenured teachers with Professional Certification with less than ten (10) years of contractual service in Fairfield Public Schools.
- d. Tenured teachers with Professional Certification with at least ten (10) but less than fifteen (15) years of contractual service in the Fairfield Public Schools.
- e. Tenured teachers with Professional Certification and fifteen (15) years or more of contracted service in the Fairfield Public Schools.
- 5.1.1 Where there are more individuals within a category than necessary to reduce, least senior teachers shall be terminated before more senior teachers, provided that those teachers remaining are the most qualified to perform the work available after the reduction, based upon the following criteria: education, certification, unique qualifications, salary status and job description analysis.

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

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

5.1.2.1 Education:

Has an undergraduate <u>and</u> graduate major directly related to the area of teaching 10 points

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

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

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

4 points

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

2 points

5.1.2.2 Certification:

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

5.1.2.3 Unique Qualifications:

Within the category, is *uniquely* qualified by training or experience (i.e., the <u>only</u> person in the category) to teach a subject matter specialty which is an acknowledged need of the school

20 points

5.1.2.4 Salary Status:

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

5.1.2.5 Job Description Analysis:

- a. The employee's immediate supervisor will complete a Job Description Analysis of the extent to which the teacher successfully completes the requirements of the job description and the resulting impact on the quality of the instructional or non-instructional program.
- b. The immediate supervisor will assess the teacher's qualifications by writing comments for each of the five items in the job description. Through specific

examples contained within this report, the teacher's qualifications will be identified both to the extent to which the job description has been accomplished and the impact of the teacher's contribution to the quality of the instructional or non-instructional program.

- c. The Superintendent shall then assign points for employees involved, to each of the major items under the respective Job Description as set forth in specific examples below.
- d. The category of "Not Up to Fairfield Expectations" will not be assigned to a staff member under any item in the Job Description unless the staff member has been previously made aware, formally or informally, of the concern by the immediate supervisor.
- e. Teachers or immediate supervisors may request a conference prior to the completion of the Job Description Analysis by the immediate supervisor, at which at least the following might be accomplished: (a) the individual and the supervisor will discuss those persons to be "consulted" in the preparation of the Analysis; (b) the individual can provide the immediate supervisor with any information of which the supervisor might not be aware which is appropriate to the Analysis.
- f. Staff members may add comments at the bottom of the Job Description Analysis before it is submitted to the Superintendent if they feel the Analysis is not fully representative of their qualifications. The immediate supervisor shall review and comment upon any such addition.
- g. Job Description Analyses will be used only for the purpose of Reduction in Force. In recognition of contract-monitoring rights, the President of the exclusive bargaining representative organization will have access to all documents used for purposes of reduction in force.

SPECIFIC EXAMPLES

TEACHERS

Teacher Job Description Major Responsibilities Point Spread

Planning and Organization:	
Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+20 points
Instructional Techniques:	
Not up to Fairfield Expectations	-15 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+15 points
Greatly Beyond Fairfield Expectations	+30 points

Classroom Environment:	
Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	20 points
School Environment:	
Not up to Fairfield Expectations	-5 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+5 points
Greatly Beyond Fairfield Expectations	10 points
Professional Attitude:	
Not up to Fairfield Expectations	-5 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+5 points
Greatly Beyond Fairfield Expectations	+10 points

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

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

OTHERS

Positions	Major Responsibilities	Point Spread
Career Administration	on	-10, 0, +10, +15
Guidance	Guidance	-10, 0, +10, +15
Specialist	Curriculum	-10, 0, +10, +15
ı	Supervision	-10, 0, +10, +15
	Personnel	-10, 0, +10, +15
	Miscellaneous	-10, 0, +10, +15
Dean, H.S.	Control	-15, 0, +15, +30
,	Attendance	-10, 0, +10, +20
	Student Activities	-10, 0, +10, +20
	Substitutes	-10, 0, +10, +20
Dean, M.S.	Control	-20, 0, +20, +40
•	Student Activities & Sports	-15, 0, +15, +30
	Transportation & Safety	-10, 0, +10, +20
Coord.	Curriculum Development	-10, 0, +10, +20
	Resource Responsibilities	-10, 0, +10, +20
	Program/Course Evaluation	-10, 0, +10, +20
	Administrative Duties	-10, 0,+10,+20
	Community & Public Relation	ons -5, 0, +5,+10
Guidance	Counseling	-20, 0,+20,+40
Counselor	Guidance Services	-15, 0,+15,+30
	Miscellaneous	-10, 0,+10,+20
Psychologist	Assessment & Evaluation	-10, 0,+10,+20
K-5	Learning Facilitation	-5, 0,+5,+10
	Planning & Placement Tean	-5, 0,+5,+10

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

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

Illustrative Example Utilizing Career Guidance Specialist

Administration:

Not up to Fairfield Expectations Up to Fairfield Expectations Beyond Fairfield Expectations Greatly Beyond Fairfield Expectations	-10 points 0 points +10 points +15 points
Guidance:	10
Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points
Curriculum:	
Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points
Beyond Fairfield Expectations	+10 points
Greatly Beyond Fairfield Expectations	+15 points
Supervision:	
Not up to Fairfield Expectations	-10 points
Up to Fairfield Expectations	0 points

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

- 5.1.2.6 Reviews of point assignments will only be undertaken by the Superintendent or designee where it is felt that there may have been an error in computation or in the assignment of points for education, certification, unique qualification or salary status.
- 5.1.2.7 Unless the teacher or immediate supervisor requests an update for new information, the points assigned will remain valid for a three-year period.
- 5.1.2.8 The Rating Scale shall be used in a manner which provides that the staff with the highest accumulation of points awarded will be retained and/or recalled first. In the event of a tie in the total number of accumulated points:
 - a. The employee with the greatest number points under the job description Analysis shall be retained or recalled first.
 - b. In the event that there still exists a tie, the employee with the greatest number of years experience in full time public school education shall be retained or recalled first.
 - c. In the event that there still exists a tie, then the individual with the greatest number of years under contract in the Fairfield Public Schools shall be retained.
 - d. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.
- 5.1.2.9 When necessary to reduce teachers in Category e. (Tenured teachers with Professional Certification and fifteen (15) years or more of contracted service in the Fairfield Public Schools), reduction shall be according to seniority where least senior teachers are released before more senior teachers.

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

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

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

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

5.2 RECALL OF SEPARATED CERTIFIED STAFF

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

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

5.3 SEPARATION OF HOLDERS OF DSAPS

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

ARTICLE VI

LEAVES OF ABSENCE

6.1 GENERAL

- a. Any tenured certified professional employee may be granted a leave of absence as approved by the Superintendent of up to two years without pay for the purpose of study, travel, service in an organization such as VISTA or the Peace Corps, employment in a field related to his/her teaching area, illness or other purpose.
- b. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.
- c. Any person on leave of absence, upon filing written notice of intent to return at least 90 calendar days prior to expiration of the leave, shall be reinstated in a

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

d. In the event the Board has not received a written notice of intent to return within 80 calendar days prior to the expiration of the leave from a professional employee, the Board shall notify the individual at his/her most recently provided address by certified mail (return receipt requested) regarding his/her obligation to provide such written notice of intent to return within the next ten (10) business days. Failure to respond to this letter will constitute resignation.

6.2 CHILDREARING LEAVE

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

Childrearing leave, shall be subject to the following provisions:

- a. Employees requesting leave shall submit not less than thirty calendar days written notice of the anticipated date of ending performance of duties.
- b. While on a leave, the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to the total of such premiums to the Board of Education in four equal quarterly payments in advance.
- c. Any tenured certified professional employee on childrearing leave, upon filing written notice of intent to return at least 90 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement. The expiration date of leave through the end of a school year is June 30.
- d. Non-tenured personnel on childrearing leave will be granted priority for a position in Fairfield Public Schools based upon certification. Every reasonable

effort will be made to reinstate the person on leave of absence in the present position upon return.

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

6.3 SERVICE IN THE ARMED FORCES

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

- a. The same or a similar position in the school system upon his/her return from service.
- b. The salary upon renewal of service in the school system based upon the step in the salary schedule to which the teacher would have been entitled had he/she remained in continuous employment in the system.
- c. Credit for armed forces service time toward all seniority rights to which the teacher is entitled.
- d. A teacher who is under contract at the time of induction into the armed forces but who has not taught in the system shall be entitled to the following provision:
- e. Such teacher shall be placed at the head of the list of applicants for any vacancy for which he/she may be eligible at the time of his application for reinstatement.
- f. All applications for reinstatement under the above provisions shall be made within 90 days of termination of service in the Armed Forces of the United States.

ARTICLE VII

INCLUSION OF SPECIAL EDUCATION CHILDREN

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

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

7.2 INCLUSION OF SPECIAL EDUCATION STUDENTS

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

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

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

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

ARTICLE VIII

FRINGE BENEFITS

8.1 INSURANCE

a. The Board agrees to offer the following health insurance coverage for all eligible employees and families including eligible dependents.

Effective July 1, 2015, if the employee elects coverage, the employee will pay twenty-one (21%) percent of the cost share.

Effective July 1, 2016, if the employee elects coverage, the employee will pay twenty-two (22%) percent of the cost share.

Effective July 1, 2017, if the employee elects coverage, the employee will pay twenty-three (23%) percent of the cost share.

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

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

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

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

High Cost Diagnostics (2)	\$75	20% after ded.
Ambulance	\$0	\$0
Outpatient Rehabilitative	\$35	20% after ded.
Services		
Durable Medical Equipment	\$0	20% after ded.
Prescription Benefits (3)		
Retail Generic	\$10	20% after ded.
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	
Mail Order Generic	\$10	
Mail Order Brand Formulary	\$25	
Mail Order Brand Non-	\$40	
Formulary		
Rx Annual Maximum	Unlimited	

- (1) Out-of-Pocket maximum equals deductible plus 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. Co-Pay Dental Plan, (including dependent students 19-24) with Rider A, additional basic benefits, including sealants. Cost share for the Prescription Plan and Dental Plan will be effective July 1, 2015, the employee will pay twenty-one (21%) percent of the cost share; Effective July 1, 2016, the employee will pay twenty-two (22%) percent of the cost share; Effective July 1, 2017, the employee will pay twenty-three (23%) percent of the cost share.
- c. A long-term disability insurance plan for the employee providing sixty percent (60) of his/her respective salary after a one hundred and eighty (180) day elimination period. Benefit payable should include but not be limited to such for sickness and accident to age 65, rights of survivorship, and primary social security leveled at the time of disability. The employee must apply to the State Teachers' Retirement for disability when filing for coverage under disability insurance. The employee will pay a premium cost share of \$.80 cents per month.
- d. The Board shall have the right to provide increased or substantially equivalent coverage to the life insurance and aforementioned medical insurance provisions. The Board shall formally consult with the Association at least 60 days prior to the institution of any change in these provisions. Nothing herewith shall in any way diminish the benefits described above and/or modify the Plan administration (or function) to such an extent that teachers are no longer provided the substantially equivalent or increased coverage enjoyed from these specific insurance policies, except as may otherwise result from application of the Medical Insurance Sideletter.

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

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

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

- j. Payment by Retirees: Group rate premiums are to be paid quarterly in advance to the Board of Education.
- k. The Board shall mail annual premium payment bill notification and any plan documentation to said retiree. Any subsequent amendments or change in insurance carrier shall also be mailed to participating retirees.

1. The teacher must certify annually, on a form, provided by the Board, as to the dependent status of those enrolled in any of the Board's insurance programs, as well as provide information as to any qualifying events affecting eligibility.

8.2 DEATH BENEFIT

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

8.3 NATIONAL HEALTH INSURANCE

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

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

ARTICLE IX

PROFESSIONAL GROWTH PROGRAM

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

The Fairfield Education Association and Fairfield Board of Education have jointly developed, under the provisions of the <u>Connecticut General Statutes</u>, the Program for Evaluation of the Professional Staff. Through this program, teacher strengths and weaknesses are identified and goals are set for capitalizing upon strengths and improving teacher performance in appropriate areas. Teachers will maintain their qualifications for teaching through appropriate certification and study as determined by the "Focusing Form For Competent Tenured Staff on Goal Setting". Staff are granted the regular salary increment or salary adjustment (MX or MY) as they maintain qualifications through professional growth activity.

Provisions for Reimbursement:

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

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

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

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

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

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

Any person on professional growth leave, as described in this section, shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the

time of granting the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.

ARTICLE X

SALARIES

10.1 SALARY UPON APPOINTMENT

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

10.2 PAY PLAN OPTION

- a. The Board of Education shall allow any member of the certified staff to select payment of annual salary in one of the following manners:
 - i. 22 pay plan.
 - ii. 26 pay plan.
 - iii. 21 pay plan, plus a 22nd check which represents 5/26ths of the annual salary.
- b. Initial Check for the Year:
 - i. If the teacher school year commences before Labor Day then the first pay date shall be the Friday following Labor Day. Subsequent paychecks will be in intervals of no more than two weeks.

- ii. Should the teacher school year start after Labor Day then the first pay date will be the eighth school day of employment. Subsequent paychecks will be in intervals of no more than two weeks commencing on the second Friday following.
- iii. All 10 1/2 month employees will be issued their first pay check for the school year on the first Friday following Labor Day and then follow the calendar as noted above for subsequent pay checks.

c. Extra Pay Payment

- i. The extra pay salaries for sports/activities will be divided into 5 equal payments on the following schedule for seasonal appointments:
 - Fall- on the fourth through eighth payroll
 - Winter on the eleventh through fifteenth payroll
 - Spring on the seventeenth through the twenty- first
- ii. The extra pay salaries for sports/activities will be divided into 5 equal payments on the following schedule for yearlong appointments:
 - Last payday in October
 - Last payday in December
 - Last payday in February
 - Last payday in April
 - Last payday in June

10.3 DEGREE CHANGE

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

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

- a. To go from the "Bachelor's" schedule to the "Master's" schedule, satisfactory evidence (official transcript) that a Master's degree has been earned.
- b. To go from the "Master's" schedule to the "Sixth Year" schedule, satisfactory evidence that one of the following requirements has been

met. All work, or its equivalent, shall have been completed within the last eight years:

- i. Thirty hours of approved graduate work at accredited colleges or universities (official transcript or transcripts required).
- ii. Writing a book which would be within the professional scope of the person and which shall have been accepted for publication.
- iii. Travel of at least one year duration that shall have been accompanied by specific plans and objectives consistent with a field of concentration.
- iv. Teacher's participation in Exchange Teacher Program that shall have included an intense program of study and teaching and a series of planned visitations that shall insure personal contacts with the people and culture of a land.
- v. A minimum of twenty-two (22) hours of graduate work and a maximum of eight credits for equivalent activities such as noted below.

The relative value of these activities and the amount of credit they shall receive (within the range of 2 to 8 credits) shall be determined by the Superintendent or designee and the existing Board of Credit Review in the event of an appeal by any person involved. No more than 6 credits shall be awarded in any one category.

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

If one has earned thirty (30) hours of approved graduate work at accredited colleges or universities in order to move from a "Master's" to the "Sixth Year" schedule, then movement from the "Sixth Year"

schedule to entitlement for the "Seventh Year" stipend may also be accomplished by submitting satisfactory evidence of ii through v above.

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

10.4 SALARY PROVISIONS

10.4.1

a. The teacher salary schedule for the 2015-2016 school year is set forth in Appendix B. The teacher salary schedule for 2016-2017 shall be as set forth in Appendix C. The teacher salary schedule for 2017-2018 shall be as set forth in Appendix D.

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

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

- b. The salary for staff members who hold vocational certificates but do not have a bachelor's degree shall be \$500 less than the appropriate step on the BA lane.
- c. If the Board establishes an eleven month work year for any bargaining unit position, a 1.095 multiplier will be utilized. No current employee (on the payroll as of June 30, 2004) will be required to occupy any such position.
- The work year for coordinators, deans, school psychologists, social workers, audiologists, guidance counselors, work/study specialists and all other teachers referred to in 10.4.1, shall be the teacher work year plus the five (5) consecutive non-holiday workdays immediately preceding and the five (5) consecutive non-holiday workdays following the teacher year.

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

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

10.4.3 Length of the Teacher's Day

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

10.4.4 Length of the School Year

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

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

10.4.6 Evening Meeting Attendance

Attendance by School Counselors (Guidance, Social Workers and Psychologists) at evening meetings will be divided evenly to the extent possible among the above referenced positions by the Director of Guidance.

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

a. Appendix E: Effective July 1, 2015, the extra pay salary schedule will be increased by one percent from the 2014-2015 schedule.

Appendix F: Effective July 1, 2016, the schedule will be increased by one percent from the 2015-2016 schedule.

Appendix G: Effective July 1, 2017, the schedule will remain the same as the 2016-2017 schedule.

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

10.5.1 Placement of Personnel on Schedule and Payment

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

- b. If an individual changes assignments outside of his/her category (e.g., from yearbook advisor to chess advisor), he will be placed on the first step on the new assignment.
- c. If an individual changes assignments within the same category, then the following pattern will apply:
 - i. If the assignment is upgraded (e.g., from assistant football coach to Varsity football coach), then the individual will be placed on the nearest step to earning more dollars than he/she is currently receiving.
 - ii. If the assignment is downgraded (e.g., from Varsity tennis coach to JV Tennis coach), then the individual will be placed on the appropriate step reflecting his/her years of experience in the category.
- d. If an individual new to Fairfield is appointed to an activity he/she will be placed on the schedule reflecting previous comparable experience on the same level. It is the responsibility of the individual to submit adequate proof of the previous experience.

10.5.2 Provisions for Modifications

- a. Qualifications for Participation
 - (aa) In order to participate in the extra compensation program, a staff member must:
 - i. be designated by the building administrator as the advisor of an approved activity.
 - ii. show evidence that the duties related to such activity are beyond those designated as the basic teaching responsibility.
 - iii. be endorsed by the building administrator that such duties conform to the job description.
 - iv. submit such documentation to the Board of Review for study and point assignment.
 - (bb) When a vacancy occurs in a building in the extra compensation program, the administration shall announce the position on a system-wide basis. If there is no qualified, competent applicant in the Fairfield Public Schools, the position will then be opened to qualified, competent persons outside the Fairfield Public Schools.

b. Extra pay will not be considered for duties that are basic teaching responsibilities.

10.5.3 Provisions for Supervision and Evaluation

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

10.5.4 Board of Review

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

10.5.5 Grievances

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

10.6 OTHER SALARY PROVISIONS AND SCHEDULES

10.6.1 Adult Education

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

10.6.2 Homebound Tutoring

The hourly rate for homebound tutors shall be \$38.76.

10.6.3 Summer and Curriculum Workers

The hourly rate of pay for curriculum workers and approved summer work shall be \$40.70 effective July 1, 2015.

10.6.4 Summer School

- a. The hourly rate of pay for summer school teachers shall be \$38.76.
- b. Summer school principals will be paid \$4,828.68.
- c. Grievance procedures will follow the regular day school procedures for members of this bargaining unit.
- d. Recruitment of Teachers
 - aa. Positions will be offered first to qualified members of the Fairfield Public School certified staff who have applied for summer school.
 - bb. Selection of teachers will be based on the following criteria:
 - i. Certification appropriate to the assignment.
 - ii. Prior teaching experience in the appropriate subject area or level.
- e. The teacher will be notified in writing of his/her appointment as soon as possible.
- f. The normal school day for summer school teachers will extend from 8:00 am to 12:30 pm.

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

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

Ticket collector/Scoreboard Operator/Announcer/Linesperson/
Track Timer (dual meet) \$45.00

Ticket Seller (accountable for money) and Track Starter (dual meet) \$50.00

	Track Timer (tri-meet)	\$55.00
	Track Starter (tri-meet)	\$60.00
	Track Timer (quad-meet)	\$65.00
	Track Starter (quad-meet)	\$70.00
	If done by teachers, will be a special assignment done on a volunt Teachers who apply for and are accepted for these special assignment paid the following as of July 1, 2011:	•
	Ticket collector/Scoreboard Operator/Announcer/Linesperson/ Track Timer (dual meet)	\$45.90
	Ticket Seller (accountable for money) and Track Starter (dual meet)	\$ 51.00
	Track Timer (tri-meet)	\$56.10
	Track Starter (tri-meet)	\$61.20
	Track Timer (quad-meet)	\$66.30
	Track Starter (quad-meet)	\$71.40
10.6.6	Secondary Intramural Supervisors	
	The hourly rate for Secondary Intramural Supervisors shall be \$31.83.	
10.6.7	Middle School Team Liaison	
	The annual rate of pay for Middle School Team Liaison shall be \$3,89	3.34.
10.6.8	High School Department Liaison	
	The annual rate of pay for High School Department Liaison shall be	\$3,893.34.
10.6.9	Mentors	
	The annual rate of pay for Mentors shall be \$1,143.42.	
10.6.10	Subject Area Lead Teacher	
	The annual rate of pay for Subject Area Lead Teacher shall be \$1,373.	94.
10.6.11	There will be no increase to the 2015-2018 rates above for the ten Agreement.	rm of the

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

10.7 PAYROLL DEDUCTIONS

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

10.7.1 PAYROLL SLOTS

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

10.7.2 DIRECT DEPOSIT

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

10.8 DUES DEDUCTION AND SERVICE FEE DEDUCTION

1. CONDITIONS OF CONTINUED EMPLOYMENT

All bargaining unit employees of the Fairfield Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.

2. DEDUCTIONS

- a. The Board shall deduct a service fee from the pay of teachers who are not members of the Association in ten equal amounts commencing with the first paycheck in January. The amount of Association service fee shall be certified by the Association to the Board of Education prior to December 1.
- b. In the event a unit member resigns or otherwise terminates his or her employment or receives a leave of absence, the Association shall inform the Board of Education of the amount of service fees to be deducted from the final check.

c. The Association shall meet its legal obligations to inform non-members as to the service fees and their deductions, and the Board shall refer all inquiries concerning service fees to the Association.

3. SUBSEQUENT EMPLOYMENT

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year. Teachers hired after October 1 will have their service fees deducted in equal installments from the remaining paychecks, from which service fees are deducted.

4. FORWARDING OF MONIES

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

5. LISTS

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

REFERENCE TO ASSOCIATION

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

7. SAVE-HARMLESS

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

ARTICLE XI

GRIEVANCE PROCEDURE

A grievance is a specific claim of a violation of the rights of employment allegedly caused by a misinterpretation or inequitable application of established policy or the terms of the Collective

Bargaining Agreement. A grievance may be brought by an individual who is a member of the bargaining unit or by the President acting for the Association.

- Step 1: Informal Level In an effort to resolve the issue, the individual (and/or representatives of the Association) who is aggrieved, discusses the matter informally with his or her immediate supervisor or the person whose decision or action gave rise to the grievance, who for the purpose of this grievance procedure, shall be referred to as "supervisor". Such discussion must be requested within thirty (30) school days of the action causing the matter to have occurred. No formal written records other than the date when such request was made will be maintained at Step 1. It is understood that the grievant has attempted to resolve the problem on his/her own before initiating Step 1.
- Step 2: Formal Level Failing a resolution of the issue at the informal level in Step l, the aggrieved individual prepares a written statement of the grievance and requested remedy and submits it within five (5) days of the meeting in Step l to the supervisor. The written statement will contain the following:
 - a. A statement of the nature of the dispute.
 - b. A citation of the specific contract or policy language alleged to have been violated (or past practice, policy, and regulation).
 - c. A terse statement of what action has given rise to the grievance.
 - d. A statement of what remedy the grievant is seeking. The supervisor will respond in writing to the formal statement of the grievance within three (3) days of its presentation. Should other members of the administrative and supervisory staff, other than the Superintendent, have line authority over the supervisor involved in Step 3 proceedings, the aggrieved individual and/or representatives of the Association, if not satisfied with the administrative reply, may initiate similar Step 2 proceedings with the next level of administration. Under an additional Step 2 procedure, the same requirements apply to the grievant and the administrator as in the initial Step 2 process.
- Step 3: Superintendent's Level If the grievant, and or the Association, is not satisfied with the response at Step 2, a copy of the grievance and any written administrative replies are to be forwarded to the Superintendent of Schools within three (3) days of receipt of the response. The Superintendent of Schools will schedule a hearing, which will take place within (5) days of receipt of the grievance. Effort will be made at the grievance hearing to resolve the differences between the parties to the dispute. If the grievant and/or the Association and Superintendent agree, however, a hearing may be waived. If a resolution is not possible, the Superintendent will issue a written decision on the matter within three (3) days of the hearing or receipt of the written grievance statement if no hearing is held.

- Step 4: Board of Education Level If the aggrieved and/or the Association is not satisfied with the Superintendent's decision, he or she may, within three (3) days after the decision, submit the grievance for appeal to the Board. The Board shall, no later than its next scheduled meeting, or within fifteen (15) days, whichever occurs first, meet with the grievant and any representative of the Association for the purposes of hearing the grievance and making a determination in the matter. The Board shall render its decision and the reasons therefore in writing to the aggrieved person with copies to the Association within three (3) days after such meeting.
- Arbitration Level If the Association is not satisfied with the disposition of Step 5: the grievance by the Board, it may, within twenty (20) days of receipt of such Board decision submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and notifying the Board in writing. The Chairman of the Board and the President of the Association, or their designated representatives, shall, within five (5) days after such written notice, jointly select a single arbitrator or request from the American Arbitration Association their listing of available arbitrators. If the parties are unable to agree upon an arbitrator, it is agreed that the selection of an arbitrator shall be determined by the then existing rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the provisions of the Agreement. The decision of the arbitrator shall be binding upon all parties only where the grievance is a claim of a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement. The decision of the arbitrator on grievances claiming a violation allegedly caused by misinterpretation or inequitable application of established policy shall be advisory unless the parties agree in writing beforehand that such decision shall be binding upon all parties of interest. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. If the arbitrator's award is binding, nothing shall prevent either party from attempting to modify, vacate, or enforce such decision in court.

General Provisions:

- 1. All days referred to in Article XI shall be school days.
- 2. If possible, any grievance filed prior to June l would be processed within the current school year.
- 3. Any grievance filed that reaches the stage of arbitration on or after May 15, shall become a matter of expedited arbitration in order to resolve this matter during the current school year.
- 4. Time limits may be extended by mutual agreement, in writing, of the parties involved.

- 5. The term "Representative of The Association" shall be interpreted to include any representative of the CEA or NEA who may be requested by the FEA.
- 6. Rights of Teachers to Representation:
 - a. No reprisals of any kind shall be taken by the Board of Education or by any member of the administration against any teacher by reason of his/her participation in the grievance procedure or his/her support of any participant in the grievance procedure.
 - b. Any aggrieved person may be represented at any stage of the grievance procedure by a bargaining unit member of his/her own choosing, and he/she may not be represented by a representative of any teacher organization other than the Association. When an aggrieved person is not represented by the Association, the Association shall have the right to be present and to state its views at any stage of the grievance procedure.

ARTICLE XII

CONTINUATION CLAUSE

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

ARTICLE XIII

JUST CAUSE

- a. No teacher shall be disciplined in any manner without just cause. This provision does not apply to teacher terminations which are covered under Connecticut General Statute §10-151.
- b. Unit members shall have the right to respond to any document or material placed in their personnel file or permanent record, and their response shall be attached to the file copy.
- c. Unit members shall have the right upon request to review and copy the contents of his/her own personnel file. Unit members have the right to have other individuals with proper authorization review their personnel file or permanent record.

ARTICLE XIV

SEVERABILITY

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

ARTICLE XV

DURATION

Effective July 1, 2015, this Collective Bargaining Agreement shall extend through June 30, 2018. If either party wishes to amend or modify any provision of this Agreement, it shall do so in accordance with Article II, Procedures for Conducting Negotiations, as set forth in the Collective Bargaining Agreement.

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

FAIRFIELD EDUCATION ASSOCIATION

Robert Smoler President

Data

FAIRFIELD BOARD OF EDUCATION

Philip Dwyer, Chairman

Data

APPENDIX A

STEP PLACEMENT GUIDE

2014-15	2015-16	2016-17	2017-18
			1
		1	2
	1	2	3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
11	12	13	14
12	13	14	15
13	14	15	16
14	15	16	17
15	16	17	17
16	17	18	18
17	18	. 19	19
18	19	20	19
19	20	20	19
20	20	20	19
21	21	20	19
22	21	20	19

Movement on salary schedules will be as expressed in the above step placement guide. Movement is horizontal, not vertical or diagonal.

By way of example, a teacher on step 10 in 2014-2015 would move to step 11 in 2015-2016, to step 12 in 2016-2017 and step 13 in 2017-2018. Similarly, a teacher on step 18 in 2014-2015 would move to step 19 in 2015-2016 to step 20 in 2016-2017 and step 19 in 2017-2018.

This chart is a reflection of reducing the salary schedule by one step each year. 21 steps in 2015, 20 steps in 2016 and 19 steps in 2017.

APPENDIX B

FAIRFIELD TEACHERS

Ten Month Employees

	<u>BA</u>	<u>MA</u>	6 th Yea <u>r</u>	7 th Year	Doctorate
1	46,230	50,853	55,474		60,097
2	47,670	52,437	57,202		61,969
3	49,098	53,865	58,632		63,399
4	50,528	55,295	60,062		64,829
5	52,437	57,202	61,969		66,735
6	55,295	60,062	64,829	68,273	69,596
7	60,062	63,399	68,165	70,400	72,933
8	61,494	66,735	71,503	73,737	76,269
9	62,924	70,073	74,841	77,074	79,606
10	65,306	73,411	78,178	80,411	82,945
11	66,735	78,178	81,513	83,749	86,280
12	68,165	79,606	86,280	88,514	89,616
13	69,596	81,037	87,712	93,075	94,383
14	71,980	83,420	89,139	94,505	95,814
15	72,933	84,850	91,525	96,888	97,244
16	75,317	86,280	92,954	98,318	99,626
17	76,984	87,712	94,383	99,747	101,058
18	76,984	90,094	95,814	101,177	103,917
19	76,984	91,046	98,198	103,561	106,301
20	76,984	92,686	100,367	105,585	108,213
21	76,984	94,880	102,888	108,187	110,894

APPENDIX B

FAIRFIELD TEACHERS

Ten and a Half Month Employees

	BA	MA	6 th Year	7 th Year	<u>Doctorate</u>
1	48,724	53,596	58,469		63,342
2	50,242	55,266	60,291		65,316
3	51,750	56,776	61,799		66,823
4	53,258	58,280	63,307		68,331
5	55,266	60,291	65,316		70,338
6	58,280	63,307	68,331		73,355
7	63,307	66,823	71,848	75,370	76,871
8	64,788	70,338	75,364	77,718	80,388
9	66,321	73,856	78,884	81,237	83,905
10	68,833	77,375	82,398	84,752	87,424
11	70,338	82,398	85,915	88,270	90,939
12	71,483	83,905	90,939	93,295	94,455
13	73,355	85,413	92,447	98,100	99,479
14	75,865	87,925	93,955	99,608	100,988
15	76,871	89,431	96,466	102,120	102,497
16	80,061	90,939	97,973	103,626	105,007
17	80,061	92,447	99,479	105,134	106,516
18	80,061	94,959	100,988	106,641	108,023
19	80,061	95,964	103,501	109,153	109,529
20	80,061	97,721	105,677	111,329	113,048
21	80,061	99,915	108,356	113,941	116,793

APPENDIX C

FAIRFIELD TEACHERS

Ten Month Employees

	BA	<u>MA</u>	6th Year	7 th Year	<u>Doctorate</u>
1	46,322	50,954	55,584		60,216
2	47,705	52,475	57,243		62,014
3	49,255	54,181	59,104		64,029
4	50,730	55,655	60,581		65,506
5	52,207	57,133	62,058		66,984
6	54,181	59,104	64,029		68,954
7	57,133	62,058	66,984	68,409	71,909
8	62,058	65,506	70,431	72,740	75,357
9	63,538	68,954	73,879	76,188	78,804
10	65,016	72,403	77,329	79,636	82,253
11	67,477	75,851	80,777	83,084	85,702
12	68,954	80,777	84,223	86,532	89,148
13	70,431	82,253	89,148	91,456	92,595
14	71,909	83,730	90,628	96,169	97,520
15	74,373	86,193	92,103	97,646	98,999
16 .	78,122	87,670	94,567	100,108	100,477
17	78,122	89,148	96,044	101,586	102,938
18	78,122	90,628	97,520	103,063	104,417
19	78,122	93,089	98,999	104,540	107,371
20	78,122	96,283	104,409	109,783	112,534

APPENDIX C

FAIRFIELD TEACHERS

Ten and a Half Month Employees

	<u>BA</u>	MA	6 th Year	7th Year	<u>Doctorate</u>
1	48,821	53,703	58,585		63,468
2	50,278	55,306	60,334		65,362
3	51,912	57,103	62,295		67,487
4	53,470	58,663	63,854		69,044
5	55,029	60,217	65,411		70,602
6	57,103	62,295	67,487		72,676
7	60,217	65,411	70,602		75,793
8	65,411	69,044	74,236	75,520	79,426
9	66,941	72,676	77,869	80,302	83,060
10	68,526	76,311	81,506	83,937	86,694
11	71,121	79,947	85,137	87,569	90,330
12	72,676	85,137	88,771	91,204	93,962
13	73,859	86,694	93,962	96,396	97,595
14	75,793	88,252	95,520	101,361	102,786
15	78,387	90,847	97,078	102,919	104,345
16	79,426	92,404	99,672	105,514	. 105,904
17	81,245	93,962	101,230	107,071	108,497
18	81,245	95,520	102,786	108,628	110,056
19	81,245	98,116	104,345	110,186	111,614
20	81,245	101,392	109,958	115,626	118,521

APPENDIX D

FAIRFIELD TEACHERS

Ten Month Employees

	<u>BA</u>	<u>MA</u>	6 th Year	7th Year	<u>Doctorate</u>
1	46,322	50,954	55,584		60,216
2	47,917	52,708	57,498		62,290
3	49,347	54,282	59,214		64,149
4	50,951	56,046	61,139		66,234
5	52,476	57,571	62,666		67,761
6	54,005	59,100	64,195		69,290
7	56,046	61,139	66,234		71,328
8	59,100	64,195	69,290	70,766	74,385
9	64,195	67,761	72,855	75,245	77,951
10	65,726	71,328	76,423	78,811	81,517
11	67,254	74,895	79,991	82,378	85,084
12	69,800	78,463	83,558	85,944	88,653
13	71,328	83,558	87,122	89,511	92,217
14	72,855	85,084	92,217	94,604	95,783
15	74,385	86,613	93,748	99,480	100,878
16	76,933	. 89,160	95,273	101,008	102,407
17	79,412	92,217	99,350	105,083	106,482
18	79,412	93,748	100,878	106,611	108,012
19	79,412	97,873	106,133	111,596	114,392

APPENDIX D

FAIRFIELD TEACHERS

Ten and a Half Month Employees

	<u>BA</u>	<u>MA</u>	6 th Year	7 th Year	<u>Doctorate</u>
1	48,821	53,703	58,585		63,468
2	50,502	55,551	60,602		65,653
3	52,009	57,210	62,411		67,613
4	53,699	59,069	64,439		69,810
5	55,311	60,682	66,052		71,421
6	56,923	62,290	67,663		73,033
7	59,069	64,439	69,810		75,178
8	62,290	67,663	73,033		78,402
9	67,663	71,421	76,792	78,122	82,160
10	69,246	75,178	80,550	83,066	85,920
11	70,885	78,938	84,312	86,827	89,679
12	73,569	82,699	88,068	90,584	93,439
13	75,178	88,068	91,827	94,344	97,197
14	76,402	89,679	97,197	99,715	100,955
15	78,402	91,290	98,809	104,851	106,324
16	82,587	93,975	100,420	106,462	107,938
17	82,587	97,197	104,715	110,757	112,233
18	82,587	98,809	106,324	112,368	113,845
19	82,587	103,066	111,774	117,535	120,477

APPENDIX E

2015-2016 Extra Pay Salary Schedule

Position /	' Step	1	2	3
Activity I	Director	\$9,321	\$11,016	\$12,712
Athletic S	ite & Equip. Mgr.			
	Fall	\$4,870	\$5,756	\$6,641
	Winter	\$4,870	\$5,756	\$6,641
	Spring	\$4,870	\$5,756	\$6,641
American Field Srvs.				
	Advisor	\$3,510	\$4,029	\$4,648
	Assistant	\$2,573	\$3,041	\$3,509
Baseball				
	Head Coach	\$5,143	\$5,919	\$6,830
	1st Assistant	\$3,770	\$4,456	\$5,142
	2nd Assistant	\$3,632	\$4,290	\$4,951
	3rd Assistant	\$2,950	\$3,487	\$4,024
Basketbal	1			
	Head Coach	\$5,901	\$6,659	\$7,684
	1st Assistant	\$4,327	\$5,113	\$5,900
	2nd Assistant	\$3,367	\$3,979	\$4,591
	Middle School	\$2,616	\$3,092	\$3,565
	Middle School Assistant	\$2,122	\$2,509	\$2,894
	Middle Schl. Fac. Mgr.	\$1,410	\$1,667	\$1,924
Bookroor	n Manager - HS	\$5,237	\$6,083	\$7,021
Bowling				
•	High School	\$2,156	\$2,547	\$2,941
Cheerlead	ler Advisor			
	Head Coach Varsity Football	\$2,644	\$3,125	\$3,606
	Head Coach Varsity Basketball	\$3,417	\$3,617	\$4,173

	Head Coach Competitive 1st Assistant Basketball Middle School	\$3,060 \$2,505 \$1,460	\$3,617 \$2,960 \$1,727	\$3,416
Chess Ad	visor	\$974	\$1,150	\$1,328
Class Adv	risor Jr./Sr.	\$3,130	\$3,700	\$4,269
Cross Co	ıntry			
	Co-Ed Coach	\$4,800	\$5,673	\$6,546
	1st Assistant	\$3,494	\$4,128	\$4,763
Dance Te	am Advisor	\$2,505	\$2,960	\$3,416
Debate C	lub	\$2,365	\$2,794	\$3,226
Dramatics	5			
	High School Dir.	\$4,590	\$5,427	\$6,262
	H.S. Drama Mus. Dir.	\$2,254	\$2,662	\$3,073
	Middle School	\$2,992	\$3,536	\$4,080
Fencing				
	Head Coach	\$4,522	\$5,344	\$6,165
Football				
	Head Coach	\$7,250	\$8,221	\$9,487
	1st Assistant	\$5,315	\$6,282	\$7,249
	2nd Assistant	\$5,174	\$6,118	\$7,058
	3rd Assistant	\$4,229	\$4,997	\$5,767
	4th Assistant	\$4,091	\$4,835	\$5,578
French H	ospitality Club	\$2,227	\$2,631	\$3,036
Golf				
	Head Coach	\$4,479	\$4,851	\$5,597
	1st Assistant	\$3,285	\$3,880	\$4,478
Gymnastie	cs			
	Head Coach	\$5,143	\$5,836	\$6,735
	1st Assistant	\$3,770	\$4,456	\$5,142

High Sch	ool-Bowl			
Ū	Coach	\$3,130	\$3,700	\$4,269
	Odyssey of Mind/Team	\$1,322	\$1,561	\$1,802
	•	,		
Hockey -	Field			
	Head Coach	\$5,105	\$5,756	\$6,641
	1st Assistant	\$3,743	\$4,423	\$5,104
	2nd Assistant	\$2,964	\$3,503	\$4,040
Hockey -	Ice			
	Head Coach	\$5,333	\$6,083	\$7,021
	1st Assistant	\$3,910	\$4,620	\$5,332
	2nd Assistant	\$3,089	\$3,650	\$4,213
Intramura	al Coordinator - HS & MS	\$1,531	\$1,809	\$2,089
Key Club	Advisor	\$4,314	\$5,097	\$5,881
Lacrosse				
	Head Coach	\$4,730	\$5,591	\$6,450
	1st Assistant	\$3,351	\$3,962	\$4,572
	2nd Assistant	\$2,881	\$3,403	\$3,927
Lit. Mag.	Advisor	\$2,295	\$2,712	\$3,130
Math Adv	visor			
	High School	\$1,531	\$1,809	\$2,089
	Middle School	\$1,531	\$1,809	\$2,089
Mock Tri	al			
	High School Team	\$3,826	\$4,522	\$5,218
	Middle School Team	\$3,130	\$3,700	\$4,269
Music				
	Band Director - HS	\$4, 451	\$4, 659	\$6,071
	Ass't Band Director - HS	\$3,214	\$3,798	\$4,382
	Chamber Orchestra – HS & MS	\$2,573	\$3,042	\$3,509

	Choral Director - HS	\$2,921	\$3,453	\$3,983
	Honors Ass't Band Director - MS	\$1,807	\$2,136	\$2,465
	6th Grade Honors Band	\$1,881	\$2,223	\$2,565
	High School Orch	\$3,130	\$3,700	\$4,269
	Honors Orch. Cond MS	\$1,881	\$2,223	\$2,565
	Honors Assistant Cond MS	\$1,807	\$2,136	\$2,465
	Vocal Ensemble - MS	\$1,881	\$2,223	\$2,565
	Jazz Band - MS	\$1,356	\$1,603	\$1,850
	Jazz H.S. Ensemble	\$3,617	\$4,275	\$4,933
	Mid. Sachl. Mus. Drama	\$2,783	\$3,288	\$3,794
	5th Grade Honors Orch.	\$1,558	\$2,222	\$2,565
	High School Vocal Ensemble	\$2,573	\$3,042	\$3,509
	5th Grade Honors Orch Assistant	\$1,410	\$1,667	\$1,924
Nat'l Hon	or Society Advisor	\$4,314	\$5,097	\$5,881
	•			
Sailing				
Ü	Head Coach	\$4,099	\$4,456	\$5,142
	1st Assistant	\$3,005	\$3,552	\$4,098
School Pa	per Advisor			
	High School .	\$2,852	\$3,370	\$3,891
	Middle School	\$1,807	\$2,136	\$2,465
Ski Team				
	Head Coach	\$4,765	\$5,427	\$6,262
	1st Assistant	\$3,494	\$4,128	\$4,763
Soccer				
	Head Coach	\$4,725	\$5,261	\$6,071
	1st Assistant	\$3,463	\$4,093	\$4,724
	2nd Assistant	\$2,964	\$3,503	\$4,040
	3rd Assistant	\$2,756	\$3,256	\$3,757
Softball				
	Head Coach	\$4,765	\$5,427	\$6,262
	1st Assistant	\$3,494	_	\$4,763
	2nd Assistant	\$3,285		\$4,478
	3rd Assistant	\$2,672		\$3,643
	CIG TIONISCHIE	п -, -,	π-,	4 – j – · · ·

Stage Manager				
	Head	\$3,617	\$4,275	\$4,934
	Assistant	\$1,878	\$2,219	\$2,562
Student C	Council			
	High School	\$4,314	\$5,097	\$5,881
	Middle School	\$1,669		\$2,277
	Elementary School	\$1,501	\$1,774	\$1,944
Swimmin	g			
`	Head Coach	\$5,256	\$5,919	\$6,830
	1st Assistant	\$3,854	\$4,555	\$5,255
	2nd Assistant	\$3,854	\$4,555	\$5,255
Tennis				
	Head Coach	\$4,858	\$5,097	\$5,881
	1st Assistant	\$3,561	\$4,211	\$4,857
TV Produ	action - HS	\$3,617	\$4,275	\$4,933
Track				
	Head Coach	\$5,237	\$6,083	\$7,021
	1st Assistant	\$3,840	\$4,537	\$5,236
	Indoor - Head Coach	\$4,730	\$5,591	\$6,450
	1st Assistant - Indoor	\$3,339	\$3,947	\$4,553
Unified S ₁	ports Coach - HS	\$2,156	\$2,578	\$2,941
Volleyball				
	Head Coach	\$4,195	\$4,769	\$5,501
	1st Assistant	\$3,075	\$3,635	\$4,194
	2nd Assistant	\$2,393	\$2,828	\$3,263
Weight Tı	raining			
,	Year Long	\$2,852	\$3,370	\$3,891
	Fall	\$2,783	\$3,288	\$3,794
	Winter	\$3,339	\$3,947	\$4,553
	Spring	\$2,435	\$2,877	\$3,320
	Team	\$3,826	\$4,522	\$5,218

Wrestling Coach			
Head Coach	\$5,913	\$6,987	\$8,063
1st Assistant	\$4,257	\$5,032	\$5,806
2nd Assistant	\$3,201	\$3,782	\$4,365
Yearbook			
High School Adv.	\$5,008	\$5,919	\$6,830
Middle School Adv.	\$2,018	\$2,385	\$2,752
High School Treas.	\$3,494	\$4,128	\$4,763

APPENDIX F

2016-2017 Extra Pay Salary Schedule

Position	/ Step	1	2	3
Activity I	Director	\$9,415	\$11,126	\$12,839
Athletic S	Site & Equip. Mgr.			
	Fall	\$4,919	\$5,814	\$6,707
	Winter	\$4,919	\$5,814	\$6,707
	Spring	\$4,919	\$5,814	\$6,707
American Field Srvs.				
	Advisor		\$4,069	\$4,695
	Assistant	\$2,599	\$3,072	\$3,544
Baseball				
	Head Coach		\$5,978	\$6,898
	1st Assistant	\$3,808	\$4,501	\$5,193
	2nd Assistant	\$3,668	\$4,333	\$5,001
	3rd Assistant	\$2,980	\$3,521	\$4,064
Basketball				
	Head Coach		\$6,726	\$7,761
	1st Assistant	\$4,370	\$5,164	\$5,959
	2nd Assistant	\$3,401	\$4,019	\$4,637
	Middle School	\$2,642	\$3,123	\$3,601
	Middle School Assistant	\$2,143	\$2,534	\$2,923
	Middle Schl. Fac. Mgr.	\$1,424	\$1,683	\$1,943
Bookroor	n Manager - HS	\$5,289	\$6,144	\$7,091
Bowling				
-	High School	\$2,178	\$2,573	\$2,971
Cheerlead	ler Advisor			
	Head Coach Varsity Football	\$2,671	\$3,156	\$3,642
	Head Coach Varsity Basketball	\$3,451	\$3,653	\$4,215
	Head Coach Competitive	\$3,091	\$3,653	\$4,215

	1st Assistant Basketball Middle School	\$2,530 \$1,475	\$2,990 \$1,744	\$3,450 \$2,013
Chess Ad	lvisor	\$983	\$1,162	\$1,341
Class Adv	visor Jr./Sr.	\$3,161	\$3,737	\$4,312
Cross Co	untry			
	Co-Ed Coach	\$4,848	\$5,730	\$6,611
	1st Assistant	\$3,529	\$4,169	\$4,811
Dance Te	eam Advisor	\$2,530	\$2,990	\$3,450
Debate C	lub	\$2,389	\$2,822	\$3,258
Dramatic	S			
	High School Dir.	\$4,636	\$5,481	\$6,325
	H.S. Drama Mus. Dir.	\$2,277	\$2,689	\$3,104
	Middle School	\$3,022	\$3,571	\$4,121
Fencing				
	Head Coach	\$4,567	\$5,397	\$6,227
Football				
	Head Coach	\$7,322	\$8,304	\$9,582
	1st Assistant	\$5,368	\$6,345	\$7,321
	2nd Assistant	\$5,226	\$6,179	\$7,128
	3rd Assistant	\$4,271	\$5,047	
	4th Assistant	\$4,131	\$4,883	\$5,634
French H	ospitality Club	\$2,249	\$2,657	\$3,066
Golf				
	Head Coach	\$4,524	\$4, 900	\$5,653
	1st Assistant	\$3,317	\$3,919	\$4,523
Gymnasti	CS			
	Head Coach	\$5,194	\$5,894	\$6,802
	1st Assistant	\$3,808	\$4,501	\$5,193

High Sch	ool-Bowl			
_	Coach	\$3,161	\$3,737	\$4,312
	Odyssey of Mind/Team	\$1,335	\$1,577	\$1,820
Hockey -	- Field			
	Head Coach	\$5,156	\$5,814	\$6,707
	1st Assistant	\$3,780		
	2nd Assistant	\$2,994	\$3,538	\$4,080
Hockey -	· Ice			
-	Head Coach	\$5,386	\$6,144	\$7,091
	1st Assistant	\$3,949	\$4,666	\$5,385
	2nd Assistant	\$3,119	\$3,687	\$4,255
Intramur	al Coordinator - HS & MS	\$1,546	\$1,827	\$2,110
Key Club	o Advisor	\$4,3 57	\$5,148	\$5,940
Lacrosse				
	Head Coach		\$5,647	
	1st Assistant .	\$3,385	\$4,002	\$4,618
	2nd Assistant	\$2,909	\$3,437	\$3,966
Lit. Mag.	Advisor	\$2,318	\$2,739	\$3,161
Math Ad	visor			
	High School	\$1,546	\$1,827	\$2,110
	Middle School	\$1,546	\$1,827	\$2,110
Mock Tr	ial			
	High School Team	\$3,864	\$4,567	\$5,270
	Middle School Team	\$3,161	\$3,737	\$4,312
Music				
	Band Director - HS	\$4,496	\$4,706	\$6,132
	Ass't Band Director - HS	\$3,246	\$3,836	\$4,426
	Chamber Orchestra – HS & MS	\$2,599	\$3,073	\$3,544
	Choral Director - HS	\$2,950	\$3,488	\$4,023
	Honors Ass't Band Director - MS	\$1,825	\$2,158	\$2,490

	6th Grade Honors Band	\$1,899	\$2,245	\$2,591
	High School Orch	\$3,161	\$3,737	\$4,312
	Honors Orch. Cond MS	\$1,899	\$2,245	\$2,591
	Honors Assistant Cond MS	\$1,825	\$2,158	\$2,490
	Vocal Ensemble - MS	\$1,899	\$2,245	\$2,591
	Jazz Band - MS	\$1,370	\$1,619	\$1,869
	Jazz H.S. Ensemble	\$3,653	\$4,318	\$4,982
	Mid. Sachl. Mus. Drama	\$2,810	\$3,320	\$3,831
	5th Grade Honors Orch.	\$1,574	\$2,244	\$2,591
	High School Vocal Ensemble	\$2,599	\$3,073	\$3,544
	5th Grade Honors Orch Assistant	\$1,424	\$1,683	\$1,943
NT .11 FT		# 4 2 E 7	#E 1 4 0	&E 0.40
Nat'l Hon	or Society Advisor	\$4,357	\$5,148	\$5,940
Sailing		***		05.400
	Head Coach	\$4,140	\$4,501	\$5,193
	1st Assistant	\$3,035	\$3,588	\$4,139
School Pa	per Advisor			
	High School	\$2,881	\$3,404	\$3,929
	Middle School	\$1,825	\$2,158	\$2,490
Ski Team				
	Head Coach	\$4,813	\$5,481	\$6,325
	1st Assistant	\$3,529	\$4,169	\$4,811
Soccer				
	Head Coach	\$4,772	\$5,314	\$6,132
	1st Assistant	\$3,498	\$4,133	\$4,771
	2nd Assistant	\$2,994	\$3,538	\$4,080
	3rd Assistant	\$2,784	\$3,289	\$3,795
Softball				
	Head Coach	\$4,813	\$5,481	\$6,325
	1st Assistant	\$3,529	\$4,169	\$4,811
	2nd Assistant	\$3,317	\$3,919	\$4,523
	3rd Assistant	\$2,699	\$3,188	\$3,680
Stage Mar	nager			
	Head	\$3,653	\$4,318	\$4,983

	Assistant	\$1,896	\$2,241	\$2,588
Student C	Council			
-	High School	\$4,357	\$5,148	\$5,940
	Middle School	\$1,685	\$1,991	\$2,299
	Elementary School	\$1,516		
Swimmin	g			
	Head Coach	\$5,309	\$5,978	\$6,898
	1st Assistant	\$3,893	\$4,601	\$5,308
	2nd Assistant	\$3,893	\$4,601	\$5,308
Tennis				
	Head Coach	\$4,907	\$5,148	\$5,940
	1st Assistant	\$3,597	\$4,253	\$4,906
TV Production - HS		\$3,653	\$4,318	\$4,982
Track				
	Head Coach	\$5,289	\$6,144	\$7,091
	1st Assistant	\$3,878	\$4,582	\$5,288
	Indoor - Head Coach	\$4,777	\$5,647	\$6,514
	1st Assistant - Indoor	\$3,372	\$3,987	\$4,599
Unified S	ports Coach - HS	\$2,178	\$2,603	\$2,971
Volleybal	1			
	Head Coach	\$4,236	\$4,817	\$5,556
	1st Assistant	\$3,106	\$3,671	\$4,235
	2nd Assistant	\$2,417	\$2,856	\$3,296
Weight T	raining			
	Year Long	\$2,881	\$3,404	\$3,929
	Fall	\$2,810	\$3,320	\$3,831
	Winter	\$3,372	\$3,987	\$4,599
	Spring	\$2,459	\$2,906	\$3,353
	Team	\$3,864	\$4,567	\$5,270
Wrestling	; Coach			
	Head Coach	\$5,972	\$7,057	\$8,143

1st	Assistant	\$4,300	\$5,082	\$5,865
2no	l Assistant	\$3,233	\$3,820	\$4,409
Yearbook				
Hig	gh School Adv.	\$5,058	\$5,978	\$6,898
Mic	ddle School Adv.	\$2,038	\$2,408	\$2,780
Hig	gh School Treas.	\$3,529	\$4,169	\$4,811

APPENDIX G

2017-2018 Extra Pay Salary Schedule

Position ,	/ Step	1	2	3
Activity I	Director	\$9,415	\$11,126	\$12,839
Athletic S	Site & Equip. Mgr.			
	Fall	\$4,919	\$5,814	\$6,707
	Winter	\$4,919	\$5,814	\$6,707
	Spring	\$4,919	\$5,814	\$6,707
American Field Srvs.				
Advisor		\$3,545	\$4,069	\$4,695
	Assistant	\$2,599	\$3,072	\$3,544
Baseball				
	Head Coach	\$5,194	\$5,978	\$6,898
	1st Assistant	\$3,808	\$4, 501	\$5,193
	2nd Assistant	\$3,668	\$4,333	\$5,001
	3rd Assistant	\$2,980	\$3,521	\$4,064
Basketball				
Head Coach		\$5,960	\$6,726	\$7,761
	1st Assistant	\$4,37 0	\$5,164	\$5,959
	2nd Assistant	\$3,401	\$4,019	\$4,637
	Middle School	\$2,642	\$3,123	\$3,601
	Middle School Assistant	\$2,143	\$2,534	\$2,923
	Middle Schl. Fac. Mgr.	\$1,424	\$1,683	\$1,943
Bookroor	n Manager - HS	\$5,289	\$6,144	\$7,091
Bowling				
	High School	\$2,178	\$2,573	\$2,971
Cheerleader Advisor				
	Head Coach Varsity Football	\$2,671	\$3,156	\$3,642
	Head Coach Varsity Basketball	\$3,451	\$3,653	\$4,215
	Head Coach Competitive	\$3,091	\$3,653	\$4,215

	1st Assistant Basketball Middle School	\$2,530 \$1,475	_	\$3,450 \$2,013
Chess Ad	visor	\$983	\$1,162	\$1,341
Class Adv	risor Jr./Sr.	\$3,161	\$3,737	\$4,312
Cross Co	untry			
	Co-Ed Coach	\$4,848	\$5,730	\$6,611
	1st Assistant	\$3,529	\$4,169	\$4,811
Dance Te	am Advisor	\$2,530	\$2,990	\$3,450
Debate C	lub	\$2,389	\$2,822	\$3,258
Dramatic	S			
	High School Dir.	\$4,636	\$5,481	\$6,325
	H.S. Drama Mus. Dir.	\$2,277	\$2,689	\$3,104
	Middle School	\$3,022	\$3,571	\$4,121
Fencing				
	Head Coach	\$4,567	\$5,397	\$6,227
Football	•			
	Head Coach	\$7,322	\$8,304	\$9,582
	1st Assistant	\$5,368	\$6,345	\$7,321
	2nd Assistant	\$5,226	\$6,179	\$7,128
	3rd Assistant	\$4,271	\$5,047	\$5,825
	4th Assistant	\$4,131	\$4,883	\$5,634
French H	ospitality Club	\$2,249	\$2,657	\$3,066
Golf				
	Head Coach	\$4,524	\$4,900	\$5,653
	1st Assistant	\$3,317	\$3,919	\$4,523
Gymnast	ics			
	Head Coach	\$5,194	\$5,894	\$6,802
	1st Assistant	\$3,808	\$4,501	\$5,193

Odyssey of Mind/Team \$1,335 \$1,577 \$1,820 Hockey - Field Head Coach 1st Assistant 2nd Assistant Hockey - Ice Head Coach 1st Assistant Head Coach 1st Assistant Hockey - Ice Head Coach 1st Assistant 1st Assistant 1st Assistant 1st Assistant 1st Assistant 2nd Assistant 1st Assistant	High Sch	ool-Bowl			
Hockey - Field Head Coach 1st Assistant 2nd Assistant Hockey - Ice Head Coach 1st Assistant Head Coach 1st Assistant Head Coach 1st Assistant 2nd Assistant \$3,949 \$4,666 \$5,385 2nd Assistant \$3,949 \$4,666 \$5,385 2nd Assistant \$3,119 \$3,687 \$4,255 Intramural Coordinator - HS & MS		Coach	\$3,161	\$3,737	\$4,312
Head Coach \$5,156 \$5,814 \$6,707 1st Assistant \$3,780 \$4,467 \$5,155 2nd Assistant \$2,994 \$3,538 \$4,080 Hockey - Ice Head Coach \$5,386 \$6,144 \$7,091 1st Assistant \$3,949 \$4,666 \$5,385 2nd Assistant \$3,119 \$3,687 \$4,255 Intramural Coordinator - HS & MS \$1,546 \$1,827 \$2,110		Odyssey of Mind/Team	\$1,335	\$1,577	\$1,820
1st Assistant \$3,780 \$4,467 \$5,155 2nd Assistant \$2,994 \$3,538 \$4,080 Hockey - Ice Head Coach \$5,386 \$6,144 \$7,091 1st Assistant \$3,949 \$4,666 \$5,385 2nd Assistant \$3,119 \$3,687 \$4,255 Intramural Coordinator - HS & MS \$1,546 \$1,827 \$2,110	Hockey -	Field			
2nd Assistant \$2,994 \$3,538 \$4,080 Hockey - Ice Head Coach \$5,386 \$6,144 \$7,091 1st Assistant \$3,949 \$4,666 \$5,385 2nd Assistant \$3,119 \$3,687 \$4,255 Intramural Coordinator - HS & MS \$1,546 \$1,827 \$2,110	·	Head Coach	\$5,156	\$5,814	\$6,707
Hockey - Ice Head Coach 1st Assistant 2nd Assistant Intramural Coordinator - HS & MS Head Coach \$5,386 \$6,144 \$7,091 \$3,949 \$4,666 \$5,385 2nd Assistant \$3,119 \$3,687 \$4,255		1st Assistant	\$3,780	\$4,467	\$5,155
Head Coach \$5,386 \$6,144 \$7,091 1st Assistant \$3,949 \$4,666 \$5,385 2nd Assistant \$3,119 \$3,687 \$4,255 Intramural Coordinator - HS & MS \$1,546 \$1,827 \$2,110		2nd Assistant	\$2,994	\$3,538	\$4,080
1st Assistant \$3,949 \$4,666 \$5,385 2nd Assistant \$3,119 \$3,687 \$4,255 Intramural Coordinator - HS & MS \$1,546 \$1,827 \$2,110	Hockey -	Ice			
2nd Assistant \$3,119 \$3,687 \$4,255 Intramural Coordinator - HS & MS \$1,546 \$1,827 \$2,110	•		\$5,386	\$6,144	\$7,091
Intramural Coordinator - HS & MS \$1,546 \$1,827 \$2,110		1st Assistant	\$3,949	\$4,666	\$5,385
		2nd Assistant	\$3,119	\$3,687	\$4,255
Key Club Advisor \$4,357 \$5,148 \$5,940	Intramura	al Coordinator - HS & MS	\$1,546	\$1,827	\$2,110
	Key Club Advisor		\$4,357	\$5,148	\$5,940
Lacrosse	Lacrosse				
Head Coach \$4,777 \$5,647 \$6,514		Head Coach	\$4,777	\$5,647	\$6,514
1st Assistant \$3,385 \$4,002 \$4,618		1st Assistant	\$3,385	\$4,002	\$4,618
2nd Assistant \$2,909 \$3,437 \$3,966		2nd Assistant	\$2,909	\$3,437	\$3,966
Lit. Mag. Advisor \$2,318 \$2,739 \$3,161	Lit. Mag.	Advisor	\$2,318	\$2,739	\$3,161
Math Advisor	Math Adv	visor			
High School \$1,546 \$1,827 \$2,110		High School	\$1,546	\$1,827	\$2,110
Middle School \$1,546 \$1,827 \$2,110		Middle School	\$1,546	\$1,827	\$2,110
Mock Trial	Mock Tri	al			
High School Team \$3,864 \$4,567 \$5,270		High School Team	\$3,864	\$4,567	\$5,270
Middle School Team \$3,161 \$3,737 \$4,312		Middle School Team	\$3,161	\$3,737	\$4,312
Music	Music				
Band Director - HS \$4,496 \$4,706 \$6,132		Band Director - HS	\$4,496	\$4,706	\$6,132
		Ass't Band Director - HS	\$3,246		\$4,426
Chamber Orchestra – HS & MS \$2,599 \$3,073 \$3,544		Chamber Orchestra – HS & MS	\$2,599	\$3,073	\$3,544
Choral Director - HS \$2,950 \$3,488 \$4,023		Choral Director - HS	\$2,950	\$3,488	\$4,023
Honors Ass't Band Director - MS \$1,825 \$2,158 \$2,490		Honors Ass't Band Director - MS	\$1,825	\$2,158	\$2,490

	6th Grade Honors Band	\$1,899	\$2,245	\$2,591
	High School Orch	\$3,161		•
	Honors Orch. Cond MS	\$1,899	-	-
	Honors Assistant Cond MS	\$1,825	-	*
	Vocal Ensemble - MS	\$1,899	. ,	
	Jazz Band - MS	\$1,370		
	Jazz H.S. Ensemble	\$3,653	\$4,318	\$4,982
	Mid. Sachl. Mus. Drama	\$2,810	\$3,320	
	5th Grade Honors Orch.	\$1,574	· · ·	-
	High School Vocal Ensemble	\$2,599		
	5th Grade Honors Orch Assistant	\$1,424	\$1,683	\$1,943
		. ,	" *	•
Nat'l Hoi	nor Society Advisor	\$4,357	\$5,148	\$5,940
Sailing				
	Head Coach	\$4,140	\$4,501	\$5,193
	1st Assistant	\$3,035	\$3,588	\$4,139
School Pa	nper Advisor			
	High School	\$2,881	\$3,404	\$3,929
	Middle School	\$1,825	\$2,158	\$2,490
Ski Team			•	
	Head Coach	\$4,813	\$5,481	\$6,325
	1st Assistant	\$3,529	\$4,169	\$4,811
Soccer				
	Head Coach	\$4,772	\$5,314	\$6,132
	1st Assistant	\$3,498	\$4,133	\$4,771
	2nd Assistant	\$2,994	\$3,538	\$4,080
	3rd Assistant	\$2,784	\$3,289	\$3,795
Softball				
	Head Coach	\$4,813	\$5,481	\$6,325
	1st Assistant	\$3,529	\$4,169	\$4,811
	2nd Assistant	\$3,317	\$3,919	\$4,523
	3rd Assistant	\$2,699	\$3,188	\$3,680
Stage Ma	nager			
	Head	\$3,653	\$4,318	\$4,983

	Assistant	\$1,896	\$2,241	\$2,588
Student C	Council			
	High School	\$4,357	\$5,148	\$5,940
	Middle School	\$1,685	\$1,991	\$2,299
	Elementary School	\$1,516	\$1,791	\$1,964
Swimmin	g			
	Head Coach	\$5,309	\$5,978	\$6,898
	1st Assistant	\$3,893	\$4,601	\$5,308
	2nd Assistant	\$3,893	\$4,601	\$5,308
Tennis				
	Head Coach	\$4,907	\$5,148	\$5,940
	1st Assistant	\$3,597	\$4,253	\$4,906
TV Produ	action - HS	\$3,653	\$4,318	\$4,982
Track				
	Head Coach	\$5,289	\$6,144	\$7,091
	1st Assistant	\$3,878	\$4,582	\$5,288
	Indoor - Head Coach	\$4,777	\$5,647	\$6,514
	1st Assistant - Indoor	\$3,372	\$3,987	\$4,599
Unified S	ports Coach - HS	\$2,178	\$2,603	\$2,971
Volleyball				
	Head Coach	\$4,236	\$4,817	\$5,556
	1st Assistant	\$3,106	\$3,671	\$4,235
	2nd Assistant	\$2,417	\$2,856	\$3,296
Weight T	raining			
	Year Long	\$2,881	\$3,404	\$3,929
	Fall	\$2,810	\$3,320	\$3,831
	Winter	\$3,372	\$3,987	\$4,599
	Spring	\$2,459	\$2,906	\$3,353
	Team	\$3,864	\$4,567	\$5,270
Wrestling	Coach			
	Head Coach	\$5,972	\$ 7,057	\$8,143

1st Assistant	\$4,300	\$5,082	\$5,865
2nd Assistant	\$3,233	\$3,820	\$4,409
Yearbook			
High School Adv.	\$5,058	\$5,978	\$6,898
Middle School Adv.	\$2,038	\$2,408	\$2,780
High School Treas.	\$3,529	\$4,169	\$4,811

PART 2

BOARD/ADMINISTRATIVE POLICIES

4.1.4 Elementary Class Size and Staffing Adequacy

a Special Education - Intensive or Self-Contained

Intensive or Self-Contained elementary Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Intensive/Self-Contained model as noted below:

Not more than ten (10)

b. Special Education – Resource

Elementary Special Education students will be assigned to a resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty (20)

4.1.5 Elementary and Secondary Class Size (Board Policy #6151)

- a. Class size shall be consistent with the requirements for good instructional procedure and efficient use of teaching personnel.
- b. For normal class instruction, a class not exceeding 25 pupils will be considered desirable.
- c. A class size of 15 shall be considered a minimum for efficient utilization of the teaching staff.
- d. When class size in grades K-2 exceeds 30, the class may be divided or a teaching assistant provided.
- e. When class size in grades 3-6 exceeds 35, the class may be divided or a teaching assistant provided.
- f. Secondary class size shall not exceed 35 for normal class operation.

4.3.4 Secondary Special Education Class Size (Administrative Policy)

a. Student Load - Special Education - Intensive

Intensive Secondary Middle School Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement

Team and following the system's Secondary Middle School model as noted below:

Not more than ten (10)

b. Student Load - Special Education - Resource

Secondary Middle School Special Education students will be assigned to a Resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty (20)

c. Student Load - Special Education - Intensive

Intensive Secondary High School Special Education students will be assigned to a class in accord with the recommendation of the Planning and Placement Team and following the system's Intensive Secondary model as noted below:

Not more than twelve (12)

d. Student Load - Special Education - Resource

Secondary High School Special Education students will be assigned to a Resource class in accord with the recommendation of the Planning and Placement Team and following the system's Resource model as noted below:

Not more than twenty-five (25)

4.6 FACULTY AND DEPARTMENT MEETINGS (Administrative Policy)

- a. Tuesday afternoons shall be reserved by all members of the professional staff for faculty or departmental meetings.
 - i. All staff members shall remain at the meeting until it is officially adjourned. Any deviation shall be cleared through the chairman in advance.
 - ii. Although no definitive time limits can be established it is suggested that meetings should not go beyond 1 1/2 hours.
 - iii. Excused absence shall be based upon extraordinary or unavoidable circumstances beyond the control of the person involved and approved by the teacher's immediate supervisor.
 - iv. Absence from faculty or departmental meeting shall be communicated to the chairman of the meeting in advance by the teacher.

- v. Those personnel who have coaching assignments are excused from faculty or departmental meetings only at those times when an interscholastic contest is to be held.
- vi. Unexcused Absence
 - a. All unexcused absences shall be reported in writing by the chairman of the meeting, to the immediate supervisor of the teacher.
 - b. The immediate supervisor will discuss the problem with the teacher concerned to rectify the situation.
 - c. If there is a second occurrence, a written report shall be submitted to the Administrative Assistant for Personnel by the immediate supervisor with a copy to the staff member involved.

4.7 PROMOTION OF STAFF MEMBERS (Administrative Policy)

- a. When administrative vacancies occur in the system, notice is given to staff. Such notice contains the minimum qualifications in terms of education and experience, the duties and certification requirements.
- b. Candidates are evaluated by the Superintendent in conjunction with a screening committee appointed by the Superintendent. All recommendations are referred to the Board of Education for action subsequent to the following procedures:
 - aa. Determination of qualifications.
 - bb. Announcement of vacancy.
 - cc. Evaluation of credentials of candidates.
 - dd. Interview of final candidates.
 - ee. Recommendation by committee to the Superintendent.
 - ff. Recommendation by Superintendent to Board of Education.
 - gg. Appointment by Board of Education.

4.8 EARLY LEAVE POLICY (Administrative Policy)

For a request for early leave to be considered, the teacher must notify the Administrative Assistant for Personnel, in writing, on or before April 1, that he or she has applied for a certain program, giving details of time, place and nature of program.

Teachers should realize that their selection for a certain program requiring early leave because of distance or date of start of program will not necessarily guarantee early leave permission.

Request for early leave will require deduction of substitute pay, if such leave is permitted, unless there are extenuating circumstances.

4.9.2. Personal or Private Absence Requests (Administrative Policy)*

For Definition/Examples, see corresponding Administrative Section.

Personal or private absence with pay or personal absence with pay less substitute shall be granted subject to the formal approval of the superintendent of schools. Such absence shall not be charged against the staff member's sick leave allowance.

4.9.2.1. Personal or Private Absence Requests

Personal or private business days shall be used only in situations of urgency for the purpose of conducting business which is impossible to transact on the weekend or after school hours. Before making any requests for absences of such nature, staff members should bear in mind that their professional and moral responsibility is to be in the classroom or at the appropriate place of assigned work.

Staff members wishing to utilize a personal or private business day must submit the appropriate form to the Superintendent at least five (5) school days in advance of the anticipated absence. The general reason shall be indicated on the form. The moral and professional responsibility for personal or private judgment shall rest with the individual staff member.

If the nature of the request is that of an extreme emergency, the appropriate form must be submitted at the earliest possible time. Personal or private business days cannot be used prior to or following vacations, single holidays or Teachers' Convention Day if the purpose is an extension of such holiday or vacation, even if the day immediately preceding or following the above days is taken with loss of pay. All non-permitted days of absence prior or subsequent to days of permitted absence, taken in sequence, shall be deducted. Any situation involving absence which in the opinion of the Superintendent needs investigation may be explored by the proper legal authority.

Definitions

a. Immediate Family

Spouse, Child, Parent, Guardian, Ward, Sibling, Civil Union Partner.

b. Near Relative

Parent-in-law, Sibling-in-law, First Cousin, Aunt, Uncle, Niece, Nephew, Grandparent, Grandchild.

c. Immediate Household

Anyone other than a member of the immediate family or a near relative, with whom the employee resides

4.9.2.2 Absence with Full Pay

Business Absence

Any absence for business which requires the presence of the individual; and,

- aa. Bank business
- bb. Conference with author/publisher
- cc. Military training obligation
- dd. Moving arrangements

b. Legal Absence

Any absence for legal proceedings which require the presence of the individual and which could not be conducted at times other than the school day.

- aa. Court appearance
- bb. Property closing
- cc. Estate settlement
- dd. Adoption proceedings

c. Death

- aa Immediate family
- bb. Near relative or member of the immediate household
- cc. Close friend

d. Family Obligations (absolutely necessary)

aa. Emergency in the home

- bb Personal recognition, honors, citations for members of the immediate family or immediate household
- cc Wedding in the immediate family or immediate household
- dd. Transportation for incapacitated member of the immediate family or the immediate household
- ee. Illness of member of the immediate family or immediate household
- ff. Birth of a child

e. Religious

- aa. Ordination/profession of member of the immediate family, immediate household or near relative
- bb. Sacred rites for members of immediate family, immediate household, or near relative

f. Educational

- aa. School registration of child
- bb. College conference concerning member of immediate family or immediate household
- cc. University commencement of member of immediate family or immediate household
- dd. Approved attendance at conference, convention, seminar
- ee. Fellowship (travel)
- ff. Interviews for fellowships and doctoral requirements
- gg. Observing in another town (course requirement)
- hh. Approved school business (these days would not be counted against the allowed personal days)
- ii. Approved visitation at own or at other schools
- jj. Doctoral examinations

g. Medical

aa. Illness of immediate family or member of immediate household.

bb. Medical, dental, psychiatric consultation, examination, surgery

h. Private

One of the allowed days may be used for an absence which in the professional judgment of the employee, is deemed important and reasonable.

4.9.2.3 Absence with Pay Less Substitute

a. Business Absence

Any absence for business which requests but does not require, the presence of the individual, and which could not effectively be done at times other than the school day

- aa. Fraternal, philanthropic organization, meeting
- bb. Interview for a job

b. Legal Business

Any absence for legal proceedings which request but do not require the presence of the individual and could not effectively be done at times other than the school day.

- aa. Consultation with attorney
- c. Death Close friend
- d. Family Obligation (not absolutely necessary) i.e. Wedding of near relative or friend
- e. Religious
 - aa. Ordination/Profession of near relative or friend
 - bb. Sacred rites of a friend
- f. Educational
 - aa. Commencement of near relative or friend
 - bb. School visit of child
- g. Medical
 - aa. Medical exam for overseas teaching

bb. Medical exam for marriage

7.2.1 Notification to Staff of IEP Goal Requirements*

The Building Planning and Placement team is responsible to provide each teacher involved in any part of a special education student's instructional goals with necessary information in a timely manner.

7.2.2 Right to Call a Planning and Placement Meeting*

Regulation 10-76d-11 provides that each Planning and Placement Team shall review and, if appropriate, revise each child's individualized education program periodically but not less than annually. In addition, a review shall be made upon request of the parents or personnel working with the child, provided the child's educational performance indicates the need for a review.

The regulation provides any member of the professional staff working with the child the right to request a Planning and Placement Team (PPT) meeting to consider a change in the Individual Education Program (IEP). It is incumbent upon the chairperson of the PPT to call the meeting and to follow the procedure prescribed by the state and federal law.

OTHER SELECTED POLICIES AND MEMORANDA

AS OF THIS PRINTING

PHYSICAL EXAMINATION - (BOARD POLICY 4114)

All personnel, on appointment, shall present evidence of physical and mental fitness in accord with the requirements prescribed by the Fairfield Department of Health.

On request of the Superintendent, any staff member may be required to present evidence from a qualified physician that he/she is physically and/or mentally qualified to perform his/her duties in a satisfactory manner.

ASSIGNMENT OF PERSONNEL - (BOARD POLICY 4115)

Assignment of personnel shall be made by the Superintendent in the best interest of the Fairfield Public Schools.

The Superintendent shall specify and assign duties to personnel, and shall be responsible for the enforcement of such rules and other contractual obligations as the Board may from time to time establish for the proper and efficient operation of the school district.

The assignment of personnel may include assignments at times not restricted to the traditional school day in order to maximize the effectiveness of staff, programs, and time for instruction.

Transfers shall be made in the best interest of the Fairfield Public Schools.

TERMINATION OF EMPLOYMENT - (BOARD POLICY 4119)

Employees possessing firearms or legally defined weaponry while on school premises will be subject to employment termination proceedings.

SMOKING BY SCHOOL EMPLOYEES - (BOARD POLICY 4119.5)

Smoking by school employees will not be permitted in any public school building or on school grounds in the Town of Fairfield during the school day. Smoking is permitted by students and staff in Continuing Education, and adults attending meetings in school buildings in designated outside areas which are equipped with receptacles for ashes and associated debris.

PA93-304 prohibits smoking in school buildings while school is in session or student activities are being conducted. There is no designated area in the school building for employees.

CHILD ABUSE - (BOARD POLICY 4119.6)

In compliance with the <u>Connecticut General Statutes</u> §17-A101, the Fairfield Board of Education recognizes all professional and paraprofessional school employees as mandated reporters in all suspected cases of child abuse in and out of school. In order to protect children from injury and neglect, any suspicion of abuse must be immediately reported (within 72 hours) to the agency designated by State Statutes and to the Superintendent or his/her designee. Failure results in a fine.

DRUG-FREE WORK PLACE - (BOARD POLICY 4119.7)

In accordance with the Drug-Free Work Place Act of 1988 and the Drug-Free School Act, it is the policy of the Fairfield Public Schools to prevent and prohibit the use or possession of drugs and alcohol on school premises and, further, to prohibit any use of drugs or alcohol which would impair an employee's performance during school hours.

Violations of this policy, including the possession, use, distribution of any drug or alcohol, or drug paraphernalia and/or being under the influence of drugs or alcohol on school property or at any school sponsored event, will be dealt with in accordance with Administrative Regulations.

Since drug or alcohol use and abuse may be indicative of serious underlying problems, the Board of Education shall make every effort to offer an employee help and assistance that could include early identification of substance abuse problems, referral for treatment and aftercare.

In dealing with infractions, school personnel recognize that a sanctuary will not be provided for those who violate local, state, and federal law. Administrative Regulations will govern the involvement of the Police Department with respect to violations which occur on school property or at school sponsored events.

Administrative Regulations

- 1. Employees who violate the provisions of Board of Education Policy 4119.7 <u>Drug-Free Work Place</u>, will be subject to disciplinary action, consistent with applicable state and federal laws which may include referral for criminal prosecution. Disciplinary action will include at a minimum a letter of reprimand and may include but is not limited to suspension or termination from employment. Enrollment and successful completion of an appropriate substance abuse rehabilitation program may be required at the discretion of the administration.
- 2. Employees of the Fairfield Public Schools shall report any suspected violation of Board Policy 4119.7 <u>Drug-Free Work Place</u>, to an administrator or directly to the Superintendent of Schools. The Superintendent or his/her designee will immediately investigate the allegation and meet with the alleged violator. Any disciplinary sanctions imposed will ensure that similar violations are treated similarly.
- 3. All employees will be notified of this policy on a yearly basis, and are to recognize that compliance is mandated.
- 4. Information about available drug and alcohol counseling, rehabilitation and re-entry programs will be made available to employees.

POLICY REGARDING SEXUAL HARASSMENT

It is the policy of the <u>Fairfield Public Schools</u> to maintain a working and learning environment free from harassment, insults or intimidation on the basis of sex or sexual orientation. Sexual harassment is against the law and against school district policy. (Connecticut General Statutes Section 46a-60 as amended and Title VII and Title IX of the Education Amendment (29 C.F.R. SS1604.11).

"Sexual harassment" is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or, (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes any such conduct on the part of an employee toward a student.

No employee shall engage in any such conduct or condone such conduct by students. Furthermore, retaliation against an employee or student making a complaint is also prohibited.

Violations of this policy will result in disciplinary action. This disciplinary action may include but is not limited to a reprimand, probation, suspension or termination.

Complaints should be referred to the Title IX Coordinator at Fairfield High School if the occurrence involved the high school. All other complaints should be referred to the District Title IX Coordinator. Investigations of the alleged violations shall commence immediately and a report rendered to the Superintendent within forty (40) days. Those involved with a sexual harassment investigation are expected to protect the confidentiality of all individuals and information related to the case. Investigations will be documented with a written, factual report, regardless of the investigation's outcome. Findings of an investigation may be appealed to the Board of Education.

POLICY REGARDING PHYSICAL FORCE -

(BOARD POLICY 5113)

Corporal punishment as a disciplinary measure is prohibited in the Fairfield Public Schools. Notwithstanding this, physical force may be used to quell a disturbance which threatens physical injury to others, to obtain possession of weapons or other dangerous objects, for the purpose of self-defense, and for the protection of persons and property.

POLICY REGARDING ELECTRONIC MONITORING

Pursuant to the authority of Public Act 98-142, the Board of Education hereby gives notice to all its employees of the potential use of electronic monitoring in its workplace. While the Board may not actually engage in the use of electronic monitoring, it reserves the right to do so when determined to be appropriate by the Board or the Superintendent of Schools at their discretion.

"Electronic monitoring," as defined by Public Act 98-142, means the collection of information on school district premises concerning employees' activities or communications, by any means other than direct observation of the employees. Electronic monitoring includes the use of a computer, telephone, wire, radio, camera, electromagnetic, photo-electronic or photo-optical systems. The law does not cover the collection of information (A) for security purposes in any common areas of the Board of Education premises which are open to the public, or (B) which is prohibited under other state or federal law.

All staff members are made aware of the following:

- Virtually all electronic devices retain a record of each use, and the information about that use may be recoverable.
- Electronic communications may not be secure and therefore may not be an appropriate means by which to communicate confidential or sensitive information.
- Freedom of information Regulations apply to information maintained and/or communicated electronically as well as to information maintained or communicated on other media.

The law also provides that, where electronic monitoring may produce evidence of misconduct, the school district may use electronic monitoring without any prior notice when the Board and/or Superintendent have reasonable grounds to believe employees of the school system are engaged in conduct that (1) violates the law, (2) violates the legal rights of the Board of Education or other employees, or (3) creates a hostile work environment.

USE OF WORKPLACE FACILITIES, PROPERTY AND RESOURCES

The Board of Education gives notice to all employees that school system facilities, property, and resources are provided for uses which are consistent with the employee's job responsibilities. Other uses of school system facilities, property, and resources require prior approval of the employee's supervisor, with the exception of incidental personal use.

PROFESSIONAL DEVELOPMENT (ADMINISTRATIVE POLICY)

(BOARD ACTION DECEMBER 12, 1995)

a. Elementary Level

There will be three (3) early release Professional Development and Planning days during the school year.

b. Middle and High School

Require 10 additional work hours per year of Professional Time for each staff member.

This proposal allows for teachers to develop plans relative to the improvement of instruction priorities in our school system. The time used to work on these plans is an addition to the established work day or work year. The work time should be scheduled in a flexible manner acceptable to both teachers and building administrators.

Plans can take, but are not limited to, any of the following forms:

- 1. Professional Development
- 2. Curriculum and Program Planning
- Professional Collaboration
- 4. Observation of Other Schools and/or Programs

Plans developed by teachers must be submitted to the designated Administrator and approved in advance.

MEMORANDUM OF INTENT

Following negotiations with the Fairfield Board of Education and the Fairfield Education Association, for a contract to be effective July 1, 1990 and terminating June 30, 1993, it was

agreed that some further clarification was necessary as it relates to the new language in Article VIII i, Insurance Cost Containment. Both parties had a mutual interest in meeting for clarification. The following is reflective of the mutual intent of both parties and should help to serve as clarification and guidance for administrative implementation of the language.

Re: Recovery Incentive Program

It is the intent that the responsibility rests with the employee to follow up on any perceived errors and report same with appropriate documentation to the Board of Education insurance clerk.

Re: Stipend of \$500

It is provided to teachers who elect to waive in writing all health insurance coverage provided by the Fairfield Board of Education. It is clear that those individuals who had already waived insurance coverage would not be affected by the new contract waiver program. This stipend would be available only to individuals presently covered in part or in all for health insurance coverage and who elect to sign a waiver to remove themselves from all Board of Education sponsored insurance.

Re: Number of Payments

While the contract language suggests four equal payments, it is understood that should the Business Office believe a single payment would be more easily managed, then, such would be communicated by the Business Administrator to the president of the FEA prior to the initial implementation. It is understood that this stipend is a one-time payment.

Re: <u>Employed Spouses</u>

It is recognized that there are employees within the bargaining unit who have spouses also employed within the school district. It is the understanding of the parties that the intent was to encourage individuals to remove him/herself from health insurance coverage provided by the Fairfield Board of Education. Hence, to drop coverage and rejoin under one's spouse does not meet the intent of the program.

Re: <u>Electing to Resume Board Provided Insurance</u>

Benefits will not be provided for pre-existing conditions, disease, or ailment if the condition existed within a period of six months immediately prior to the member's effective date of reinstatement in such a manner as would cause a reasonably prudent person to seek diagnosis, care or treatment, or, medical advice or treatment was recommended or received. Notwithstanding the foregoing, such benefits will be provided for pre-existing conditions after twelve months following the member's reinstatement. The pre-existing condition exclusion is not applicable to benefits for newborns.

Re: Waiver Disclaimer

The waiver which an individual signs to remove him or herself from the Board insurance program so as to qualify for the stipend should, at the same time, have included within or as part of this waiver document a disclaimer indicating the conditions that must be met and/or situations that are excluded. There must be fair and reasonable warning to protect both the Association and Board of Education.

Re: Hardship Situations

Both parties recognize that there are circumstances or hardships that might cause one to opt back into the insurance program. In such cases, arrangements should be made and/or efforts to allow in a most expeditious manner, the complete and full restoration to benefit coverage. Such circumstances might include death of a spouse or family member, divorce, and/or involuntary loss of employment on the part of the insuring spouse.

Re: Both parties recognize that as this intent document is prepared, there may be issues or circumstances that neither party conceives or is aware of and for which further discussions may be necessary as it relates to the intent of the newly negotiated language.

INDEX

Absence with Full Pay	13
Absence with Pay Less Substitute	13
Adult Education	37
Appendix A – Step Placement Guide	46
Appendix B - 2015-2016 Ten and a Half Month Employee Salary Schedule	48
Appendix B -2015-2016 Ten Month Employee Salary Schedule	47
Appendix C - 2016-2017 Ten and a Half Month Employee Salary Schedule	50
Appendix C –2016-2017 Ten Month Employee Salary Schedule	49
Appendix D - 2017-2018 Ten and a Half Month Employee Salary Schedule	52
Appendix D –2017-2018 Ten Month Employee Salary Schedule	51
Appendix E – 2015-2016 Extra Pay Salary Schedule	53
Appendix F – 2016-2017 Extra Pay Salary Schedule	59
Appendix G – 2017-2017 Extra Pay Salary Schedule	65
Basic Teaching Responsibilities	
Board of Review	36
Childrearing Leave	22
Class Coverage - High School	
Class Coverage - Middle School	8
Community Approach (Middle School)	
Conferences	
Continuation Clause	44
Curriculum Workers	
Death Benefit	28
Degree Change	
Dental Insurance	26
Direct Deposit	
Disability Insurance Plan	27
Dues Deduction	40
Duration	
Duty Free Lunch	13
Duty Free Lunch (Elementary)	5
Duty Period Adjustments (High School)	9
Early Leave Policy	11
Elementary Class Size	5
Elementary Teacher Duties	5
Evaluation Procedure	10
Extra Compensation	35
Extra Pay Payment	31
Faculty and Department Meetings	
General Leave of Absence	22
Grievance Procedure	41
Guidance Counselors (Middle School)	6

High School Department Liaison Stipend	39
High School Teaching Duties	
Homebound Tutoring	37
Inclusion	
Inclusion of Special Education Students	24
Insurance	
IRS Section 125 Plan	
Just Cause	
Length of the Teacher's Day	34
Life Insurance	
Mentors Stipend	
Middle School Teacher Duties	6
Middle School Team Liaison Stipend	39
National Health Insurance	28
Part-Time Staff	
Pay Plan Options	. 31
Payroll Deductions	
Payroll Slots	
Permissible Absences	
Personal Absence	
Personal or Private Absence Requests	. 12
Personnel File	. 10
Preparation Periods (High School)	9
Preparation Periods (Middle School)	7
Preparation Time (Elementary)	5
Professional Attire	
Professional Growth Program	. 29
Professional Growth Study Leave	
Promotion of Staff Members	
Recall of Separated Certified Staff	
Recovery Incentive Program	
Reduction in Force (RIF)	
Retiree Insurance	
Secondary Intramural Supervisors Stipend	
Separation (RIF)	. 14
Service Fee	
Service in the Armed Forces	
Severability	. 44
Shared Staff	
Sick Leave	
Special Education (High School)	
Special Education (Middle School)	7
Start of School Set Up and Preparation	. 14
Student Load and Class Size (Middle School)	

Student Load Excess	7
Student Load Excess - High School	8
Subject Area Teacher Stipend	39
Summer School	37
Teacher Protection	14
Teaching Preparations (High School)	9
Ticket Selling/Collecting	
Transfer	
Work Year	34
Workers' Compensation	

IMPORTANT TELEPHONE NUMBERS

Human Resources Office	. (203) 255	-8462
Fairfield Education Association	. (203) 255	-2627
Payroll Office	. (203) 255	-8386
Insurance Office		
State Certification Board	. (860) 566	-4561
State Teachers' Retirement Board	. (860) 566	-5285
CREDIT UNIONS		
Fairfield/Bridgeport Teachers' Credit Union	. (203) 576	-0554
Town of Fairfield Credit Union	. (203) 256	-3133





November 13, 2014

Ms. Betsy Browne Town Clerk Town of Fairfield Old Town Hall 611 Old Post Road Fairfield, CT 06430

Re:

Fairfield Education Association - Submission of Collective Bargaining Agreement

Dear Ms. Browne:

Pursuant to Connecticut General Statutes Sec. 10-153d (b), enclosed is a copy of the signed Collective Bargaining Agreement between the Fairfield Board of Education and Fairfield Education Association for the period of July 1, 2015 through June 30, 2018. Pursuant to said statute, the terms of the Agreement shall be binding unless the legislative body rejects it at a regular or special meeting called and convened for such purpose within thirty (30) days of this filing.

Per your request, a suggested Agenda item Motion consistent with the provisions of Connecticut General Statutes Sec. 10-153d (b) is set forth below:

"RESOLVED, that in accordance with Connecticut General Statute §10-153d(b), the Collective Bargaining Agreement between the Board of Education and the Fairfield Education Association, for the period of July 1, 2015 through June 30, 2018, is rejected."

I appreciate your attention to this matter.

Very truly yours,

Ann Leffert

Director of Human Resources

aun Leffert

Enclosure

cc:

Stefan Pryor, Commissioner of Education

MEMORANDUM

TO: MEMBERS OF THE REPRESENTATIVE TOWN MEETING

FROM: BOARD NEGOTIATING COMMITTEE

David Title, Superintendent of Schools

Philip Dwyer, Board of Education Chairman

David Becker, Board of Finance

Ann Leffert, Director of Human Resources

Donald F. Houston, Board of Education Counsel

DATE: NOVEMBER 13, 2014

SUBJECT: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE

FAIRFIELD EDUCATION ASSOCIATION AND THE FAIRFIELD

BOARD OF EDUCATION

Set forth below is an Executive Summary of the terms of the Tentative Agreement with the Fairfield Education Association.

TERMS OF THE AGREEMENT:

Duration:

Three year agreement:

July 1, 2015 through June 30, 2018

Language Changes Effective July 1, 2015:

- O Article 4.9.1.2 (NEW) Worker's Compensation: If an employee is absent on workers' compensation, other than related to CGS Section 10-236a, the employee shall suffer no loss of regular pay for up to one calendar year provided that for each work day absent, one third of a sick day will be debited. If an employee has no sick days remaining, the Employee's compensation shall be reduced to the statutory amount.
- O Article 4.2.9 Middle School Class Coverage: If an administrator requests a teacher to cover a class for another teacher, in a non-emergency situation, the teacher covering the class shall be relieved of a duty.
- O Article 4.3.8 High School Class Coverage: If an administrator requests a teacher to cover a class for another teacher, in a non-emergency situation, the teacher covering the class shall be relieved of a duty.
- O Article 4.9.2.3 Absence with Pay less Substitute: For days taken for reasons in 4.9.2.3 Policy Section If it is a non-instructional day and employee has personal days remaining per section 4.9.2(b) then no subpay loss; however, if no personal days remain, subpay loss.

- O Article 10.2 Extra Pay Payment Options: One payment option, Option #2 (5 payments for seasonal appointments) and 5 payments on the last paydays in October, December, February, April and June for yearlong appointments.
- O Article 10.4.6 Extra Meetings: Attendance by school counselors (guidance, social workers and psychologists) at evening meetings will be divided evenly to the extent possible among the above referenced positions by the Director of Guidance.
- O Article 10.7.2 (NEW) Mandatory Direct Deposit
- O Drug Testing Language (side letter and not in contract): An ad hoc committee will be formed to address avenues for constructively resolving issues involving drugs and/or alcohol. If the parties are unable to come to a mutual agreement on appropriate avenues for constructively resolving issues involving drugs and/or alcohol by February 1, 2016, either party may elect to proceed to interest arbitration.
- O Health and Safety Committee (side letter and not in contract): Union can have 3 teachers (one from elementary level; one from middle school level and one from high school level) on the existing district safety committee.

Salary Costs: (Appendix B, C & D)

Current Bargaining Unit is 960.4 Bargaining Unit members.

Current salary account is approximately \$75,751,858.

o Cost of Increment:

0	2015-2016:	2.32% = \$1,757,795
•	2016-2017:	2.18% = \$1,686,477
•	2017-2018:	2.05% = \$1.620.262

O Cost of General Wage Increase:

•	2015-2016:	.68% = \$514,760
•	2016-2017:	.82% = \$654,255
0	2017-2018:	.95% = \$790,692

o <u>Total Increase with Cost of Increment and General Wage Increase:</u> (new money each year)

2015-2016: \$2,272,555
2016-2017: \$2,340,732
2017-2018: \$2,410,954

O Total increase with Cost of Increment and General Wage Increases: (estimated new salary account)

2015-2016: 3.00% = \$78,024,413
2016-2017: 3.00% = \$80,365,145
2017-2018: 3.00% = \$82,776,099

o Reduction of Steps:

2015-2016: 22 to 21 (deletion of one step)
2016-2017: 21 to 20 (deletion of one step)
2017-2018: 20 to 19 (deletion of one step)

Insurance Changes¹ Article 8.1:

o <u>Increase employee premium cost share for the dental plan:</u> (based on current number of enrollees)

2014-2015: 20% current
 2015-2016: 21% = \$7,817
 2016-2017: 22% = \$15,555
 2017-2018: 23% = \$16,622

O <u>Increase employee premium cost share for the prescription drug plan:</u> (based on current number of enrollees)

20% current

2015-2016: 21% = \$35,084
2016-2017: 22% = \$92,972
2017-2018: 23% = \$102,774

4 2014-2015:

¹ See attached AON final PPO cost out.

O <u>Increase employee premium cost share for the PPO:</u> (based on current number of enrollees)

***** 2014-2015:

20% current

• 2015-2016:

21% = **\$ -10,418**

2016-2017:

22% = **\$384,354**

• 2017-2018:

23% = **\$427,135**

- O Delete the HMO plan.
- o <u>Increase co-pays for the PPO</u> (based on current number of enrollees):

Fairfield Public Schools

Teachers				All 3 Years
Plan Change Options - Revisions to Current	t PPO Plan Design			
Benefit Description	Cur	rent PPO	Proposed	Revised PPO
		PPO		PPO
Medical Benefits	In Network	Out of Network	In Network	Out of Network
Deductible (ind/fam)	\$0	\$325/\$650/\$975	\$0	\$325/\$650/\$975
Coinsurance	0%	20%	0%	20%
Out-of-Pocket Maximum (1)	\$0	\$1,075/\$2,150/\$3,225	\$5,000/\$10,000	\$1,075/\$2,150/\$3,225
Lifetime Maximum	Unlimited	Unlimited	Unlimited	\$1,075/\$2,150/\$5,225 Unlimited
PCP Office Visit Copay	\$25	20% after ded.	\$35	20% after ded.
Specialist OV Copay	\$25	20% after ded.	\$40	20% after ded.
Hospital Copay	\$200	20% after ded.	\$275	20% after ded.
Urgent Care Copay	\$25	Not Covered	\$35	Not Covered
Emergency Room Copay	\$100	\$100	\$150	\$150
Outpatient Surgery Copay	\$50	20% after ded.	\$100	20% after ded.
Well Child Care	\$0	20% after ded.	\$0	20% after ded.
Periodic, Routine Health Exam	\$0	20% after ded.	\$0	20% after ded.
Routine Eye Exams	\$0	20% after ded.	\$0	20% after ded.
Routine OB/Gyn Exam	\$0	20% after ded.	\$0	20% after ded.
Mammography	\$0	20% after ded.	\$0	20% after ded.
Hearing Screening	\$0	20% after ded.	\$0	20% after ded.
Outpatient MH/SA	\$25	20% after ded.	\$35	20% after ded.
Diagnostic Lab and X-Ray (hosp affiliated)	\$0	20% after ded.	\$0	20% after ded.
Diagnostic Lab and X-Ray (fice standing)	\$0	20% after ded.	\$0	20% after ded.
	\$25	20% after ded.	\$35	20% after ded.
Allergy Services Semi-Private Room	\$200	20% after ded.	\$275	20% after ded.
	\$200	20% after ded.	\$275	20% after ded.
npatient MH/SA	\$200	20% after ded.	\$275	20% after ded.
Skilled Nursing Facility	1			240
npatient Rehabilitative Services	\$200 \$0	20% after ded. 20% after ded.	\$275	20% after ded. 20% after ded.
High Cost Diagnostics (2)	\$0		\$75	NAME OF TAXABLE PARTY.
Ambulance		\$0	\$0	\$0
Outpatient Rehabilitative Services	\$0	20% after ded.	\$10	20% after ded.
Durable Medical Equipment	\$0	20% after ded.	\$0	20% after ded.
Benefit Description				10.1.1000
Prescription Benefits (3)		rent Plan		Revised PPO
Retail Generic	\$10		\$10	
Retail Brand Formulary	\$25		\$25	
Retail Brand Non-Formulary	\$40	<u> </u>	\$40	
Mail Order Generic	\$10	20% after ded.	\$10	20% after ded.
Mail Order Brand Formulary	\$25		\$25	
Mail Order Brand Non-Formulary	\$40	<u> </u>	\$40	_
Rx Annual Maximum	Unlimited		Unlimited	

 $[\]ensuremath{^{(1)}}$ Out-of-Pocket maximum equals deductible, copays, and coinsurance maximum

These projected savings are based on current (2014-2015) insurance premium rates. Rates are expected to increase.

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

⁽³⁾ revised plan assumse mandatory generic substitution, and 30 day supply at retail, unless specified DAW

First year plan cost reduction attributed to plan changes: \$748,388

Total projected mitigated cost increase over the current PPO plan for 3 years: \$3,103,152

- O Retain right to offer HDHP/HSA as voluntary alternative
- o \$.80 LTD premium cost share per employee per month.
- O Cadillac Tax: Informed the FEA that it was reserving all its rights to include the amount of any Cadillac or excise tax in the calculation of health plan costs for the purpose of determining rates and premium cost shares. The FEA reserves its rights to challenge imposition of the Cadillac or excise tax on the bargaining unit. (non-contract understanding).

Other Economic Items:

- O Article 4.2.3 Middle School Guidance: Reduce student load from 300 to 250. Approximate Increase: \$35,000 (.5 FTE)
- o Article 10.6.3 Summer and Curriculum Work Stipend Positions: Increase hourly rate from \$38.76 to \$40.70 effective July 1, 2015. Approximate Increase: \$10,000.
- O Appendix E, F & G Extra Pay for Extra Duty Stipends & Coaches: Increase each position by 1% in 2015 & 2016; Approximate Increase:

2015-2016: 1.00% = \$15,000
2016-2017: 1.00% = \$15,150
2017-2018: 0.00% = No Cost

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Fairfield Teachers

Pricing of Public Schools Final PPO Offer

Accepted Finalized Version

Updated - 11/3/2014



Teachers

All 3 Years

Plan Change Options - Revisions to Current PPO	Plan Design			
Benefit Description	Curr	Current PPO	Proposed I	Proposed Revised PPO
		PPO	d	PPO
Medical Benefits	In Network	Out of Network	In Network	Out of Network
Deductible (ind/fam)	0\$	\$325/\$650/\$975	0\$	\$325/\$650/\$975
Coinsurance	%0	20%	%0	20%
Out-of-Pocket Maximum (1)	\$0	\$1,075/\$2,150/\$3,225	\$5,000/\$10,000	\$1,075/\$2,150/\$3,225
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
PCP Office Visit Copay	\$25	20% after ded.	\$35	20% after ded.
Specialist OV Copay	\$25	20% after ded.	\$40	20% after ded.
Hospital Copay	\$200	20% after ded.	\$275	20% after ded.
Urgent Care Copay	\$25	Not Covered	\$35	Not Covered
Emergency Room Copay	\$100	\$100	\$150	\$150
Outpatient Surgery Copay	\$50	20% after ded.	\$100	20% after ded.
Well Child Care	\$0	20% after ded.	\$0	20% after ded.
Periodic, Routine Health Exam	\$0	20% after ded.	\$0	20% after ded.
Routine Eye Exams	\$0	20% after ded.	\$0	20% after ded.
Routine OB/Gyn Exam	\$0	20% after ded.	\$0	20% after ded.
Mammography	\$0	20% after ded.	\$0	20% after ded.
Hearing Screening	\$0	20% after ded.	\$0	20% after ded.
Outpatient MH/SA	\$25	20% after ded.	\$35	20% after ded.
Diagnostic Lab and X-Ray (hosp affiliated)	\$0	20% after ded.	\$0	20% after ded.
Diagnostic Lab and X-Ray (free standing)	\$0	20% after ded.	\$0	20% after ded.
Allergy Services	\$25	20% after ded.	\$35	20% after ded.
Semi-Private Room	\$200	20% after ded.	\$275	20% after ded.
Inpatient MH/SA	\$200	20% after ded.	\$275	20% after ded.
Skilled Nursing Facility	\$200	20% after ded.	\$275	20% after ded.
Inpatient Rehabilitative Services	\$200	20% after ded.	\$275	20% after ded.
High Cost Diagnostics (2)	\$0	20% after ded.	\$75	20% after ded.
Ambulance	\$0	\$0	os :	
Outpatient Rehabilitative Services	\$0	20% after ded.	\$10	20% after ded.
Durable Medical Equipment	\$0	20% after ded.	\$0	20% atter ded.
Benefit Description	•	•	í	Cuer
Prescription Benefits (3)		Current Plan		Proposed Revised PPU
Retail Generic	\$10		\$10	
Retail Brand Formulary	\$25		\$25	
Retail Brand Non-Formulary	\$40		\$40	7 7 7000
Mail Order Generic	\$10	20% atter ded.	\$10	20% aπer ded.
Mail Order Brand Formulary	\$25		575 0 1 75	
Mail Order Brand Non-Formulary	oto		Unlimited	
KX Annual Maximum				

⁽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) revised plan assumse mandatory generic substitution, and 30 day supply at retail, unless specified DAW



Teachers

Year 1 - 2015/2016

Estimated Plan Savings								
Plan Option		Current PPC	Current PPO (copay) Plan (1,2)			Revised PP	Revised PPO (copay) Plan (2)	
Teachers	Ees	7/1/15 Rates	EE Cont. (%) ⁽³⁾	EE Cont. (\$)	Ees	7/1/15 Rates	EE Cont. (%) ⁽³⁾	EE Cont. (\$)
Medical								
Employee Only	260	\$706.57	20.0%	\$141.31	260	\$670.53	21.0%	\$140.81
Employee +1	166	\$1,519.04	20.0%	\$303.81	166	\$1,441.57	21.0%	\$302.73
Employee + Family	408	\$1,928.89	20.0%	\$385.78	408	\$1,830.52	21.0%	\$384.41
Annual Total	834	\$14,674,272		\$2,934,854	834	\$13,925,884		\$2,924,436
Rx								
Employee Only	260	\$160.52	20.0%	\$32.10	260	\$160.52	21.0%	\$33.71
Employee +1	166	\$339.75	20.0%	\$67.95	166	\$339.75	21.0%	\$71.35
Employee + Family	408	\$476.06	. 20.0%	\$95.21	408	\$476.06	21.0%	\$99.97
Annual Total	834	\$3,508,394		\$701,679	834	\$3,508,394		\$736,763
Combined Medical/Rx		\$18,182,666		\$3,636,533		\$17,434,278		\$3,661,198
Cost to Fairfield Public Schools	n i		\$14,546,133				\$13,773,079	
Savings/Cost (\$)			na				(\$773,053)	
Savings/Cost (%)			na				-5.3%	

⁽¹⁾ ESTIMATED July 1, 2015 Allocation Rates - 2014 rates trended by 8% (medical) and 7.5% (Rx) (2) medical and Rx rates determined by AonHewitt (3) per Fairfield Public Schools



Teachers

Year 2 - 2016/2017

Estimated Plan Savings								
Plan Option		Current PPC	Current PPO (copay) Plan (1,2)			Revised PP	Revised PPO (copay) Plan (2)	
Teachers	Ees	7/1/16 Rates	EE Cont. (%) ⁽⁴⁾	EE Cont. (\$)	Ees	7/1/16 Rates	EE Cont. (%) ⁽⁴⁾	EE Cont. (\$)
Medical								
Employee Only	260	\$763.10	20.0%	\$152.62	260	\$724.18	22.0%	\$159.32
Employee +1	166	\$1,640.56	20.0%	\$328.11	166	\$1,556.89	22.0%	\$342.52
Employee + Family	408	\$2,083.20	20.0%	\$416.64	408	\$1,976.96	22.0%	\$434.93
Annual Total	834	\$15,848,213		\$3,169,643	834	\$15,039,954		\$3,308,790
Rx								
Employee Only	260	\$172.56	20.0%	\$34.51	260	\$172.56	22.0%	\$37.96
Employee +1	166	\$365.23	20.0%	\$73.05	166	\$365.23	22.0%	\$80.35
Employee + Family	408	\$511.76	20.0%	\$102.35	408	\$511.76	22.0%	\$112.59
Annual Total	834	\$3,771,524		\$754,305	834	\$3,771,524		\$829,735
Combined Medical/Rx		\$19,619,737		\$3,923,947		\$18,811,478		\$4,138,525
Cost to Fairfield Public Schools	,,		\$15,695,790				\$14,672,953	
Savings/Cost (\$)			na				(\$1,022,837)	
Savings/Cost (%)			na				-6.5%	

⁽¹⁾ ESTIMATED July 1, 2016 Allocation Rates - 2015 rates trended by 8% (medical) and 7.5% (Rx) (R2) medical and Rx rates determined by AonHewitt
(3) per Fairfield Public Schools

Teachers

Year 3 - 2017/2018

Estimated Plan Savings								
Plan Option		Current PPC	Current PPO (copay) Plan (1,2)			Revised PP	Revised PPO (copay) Plan (2)	
Teachers	Ees	7/1/17 Rates	EE Cont. (%) ⁽⁴⁾	EE Cont. (\$)	Ees	7/1/17 Rates	EE Cont. (%) ⁽⁴⁾	EE Cont. (\$)
Medical								
Employee Only	260	\$824.14	20.0%	\$164.83	260	\$782.11	23.0%	\$179.89
Employee +1	166	\$1,771.81	20.0%	\$354.36	166	\$1,681.45	23.0%	\$386.73
Employee + Family	408	\$2,249.86	20.0%	\$449.97	408	\$2,135.11	23.0%	\$491.08
Annual Total	834	\$17,116,070		\$3,423,214	834	\$16,243,151		\$3,735,925
RX								
Employee Only	260	\$185.50	20.0%	\$37.10	260	\$185.50	23.0%	\$42.67
Employee +1	166	\$392.62	20.0%	\$78.52	166	\$392.62	23.0%	\$90.30
Employee + Family	408	\$550.15	20.0%	\$110.03	408	\$550.15	23.0%	\$126.53
Annual Total	834	\$4,054,388		\$810,878	834	\$4,054,388		\$932,509
Combined Medical/Rx		\$21,170,458		\$4,234,092		\$20,297,539		\$4,668,434
Cost to Fairfield Public Schools			\$16,936,367				\$15,629,105	
Savings/Cost (\$)			na				(\$1,307,262)	
Savings/Cost (%)			na				-7.7%	
	The second secon							

 $^{^{(1)}}$ ESTIMATED July 1, 2017 Allocation Rates - 2016 rates trended by 8% (medical) and 7.5% (Rx) $^{(2)}$ medical and Rx rates determined by AonHewitt $^{(3)}$ per Fairfield Public Schools

Teachers

	nange Pricing	
Benefit Description	Current PPO	Revised PPO
Year 1 - 2015/2016		
Gross Cost		
Gross Medical Cost	\$14,674,272	\$13,925,884
Gross Rx Cost	\$3,508,394	\$3,508,394
Total Gross Cost	\$18,182,666	\$17,434,278
Employee/Employer Contributions		
Medical Contribution	\$2,934,854	\$2,924,436
Rx Contribution	\$701,679	\$736,763
Total Contribution	\$3,636,533	\$3,661,198
Net Cost to Fairfield Public Schools	\$14,546,133	\$13,773,079
Change (\$)	na	(\$773,053)
Change(%)	na	-5.3%
Year 2 - 2016/2017	16.7. (16.00 (16.00 4.00) (15.40 (16.50 4.00))	
Gross Cost		
Gross Medical Cost	\$15,848,213	\$15,039,954
Gross Rx Cost	\$3,771,524	\$3,771,524
Total Gross Cost	\$19,619,737	\$18,811,478
Employee/Employer Contributions		
Medical Contribution	\$3,169,643	\$3,308,790
Rx Contribution	\$754,305	\$829,735
Total Contribution	\$3,923,947	\$4,138,525
Net Cost to Fairfield Public Schools	\$15,695,790	\$14,672,953
Change (\$)	na	(\$1,022,837)
Change(%)	na na	-6.5%
Year 3 - 2017/2018		
Gross Cost	¢17,116,070	\$16,242,151
Gross Medical Cost	\$17,116,070	\$16,243,151
Gross Rx Cost	\$4,054,388	\$4,054,388
Total Gross Cost	\$21,170,458	\$20,297,539
Employee/Employer Contributions	\$3,423,214	\$3,735,925
Medical Contribution	\$3,423,214 \$810,878	\$3,735,925
Rx Contribution	\$4,234,092	\$4,668,434
Total Contribution Net Cost to Fairfield Public Schools	\$16,936,367	\$15,629,105
	\$16,936,367 na	(\$1,307,262)
Change (\$)	na na	(\$1,507,262)
Change(%)	and the second s	21.1/0
Three (3) Year Total		
Gross Cost		
Gross Medical Cost	\$47,638,555	\$45,208,989
Gross Rx Cost	\$11,334,306	\$11,334,306
Total Gross Cost	\$58,972,861	\$56,543,295
Employee/Employer Contributions	20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Medical Contribution	\$9,527,711	\$9,969,150
	\$2,266,861	\$2,499,007
Rx Contribution		440 460 455
Total Contribution	\$11,794,572	\$12,468,157
Total Contribution Net Cost to Fairfield Public Schools	\$11,794,572 \$47,178,289	\$44,075,137
Total Contribution		

11

Teachers

Estimated	Estimated Impact of ACA High Cost Excise Tax	High Cost E	xcise Tax						Current F	Current Plan - No Changes
Policy Year	Name	Tier	Medical Heads	7/1/2017 Estimated Medical Rates ⁽¹⁾	2017 7/1/2018 7/1/2018 7/1/2018 I Medical Estimated Rx Rates Estimated Medical Estimated Rx Rates (1) (2) Rates (1) (2)	7/1/2018 Estimated Medical Rates ⁽¹⁾	7/1/2018 Estimated Rx Rates	7/1/2018 Med/Rx 7/1/2018 Med/Rx 7/1/2018 Med/Rx Premium ACA Limits Taxable Premium (per ee) (1) (per ee) (2) (\$\frac{5}{3}\$	7/1/2018 Med/Rx ACA Limits (per ee) ⁽²⁾	7/1/2018 Med/Rx Taxable Premium (\$) ⁽³⁾
Fairfield F	Fairfield Public Schools									
		ee only	260	\$824.14	\$185.50	\$890.07	\$199.41	\$13,074	\$10,200	\$747,203
səə/	Teachers PPO	ee+1	166	\$1,771.81	\$392.62	\$1,913.55	\$422.07	\$28,027	\$27,500	\$87,562
oldu		family	408	\$2,249.86	\$550.15	\$2,429.85	\$591.41	\$36,255	\$27,500	\$3,572,058
u3 9/		ee only	0	\$824.14	\$185.50	\$890.07	\$199.41	\$13,074	\$10,200	\$
ritoA	Teachers PPO COBRA	ee+1	0	\$1,771.81	\$392.62	\$1,913.55	\$422.07	\$28,027	\$27,500	\$0
		family	0	\$2,249.86	\$550.15	\$2,429.85	\$591.41	\$36,255	\$27,500	0\$
Annual Totals	als		834							\$4,406,823
Tax Implica	Tax Implications @ 40%									\$1,762,729

Estimated	Estimated Impact of ACA High Cost Excise Tax	High Cost E	xcise Tax	And the second second second	A Company of the Comp					Revised PPO Plan
Policy Year	Name	Tier	Medical Heads	7/1/2017 7/1/2018 7/1/2018 7/1/2018 Estimated Medical Estimated Rx Rates Estimated Medical Estimated Rx Rates Rates (1) (2) Rates (1) (2)	7/1/2017 sstimated Rx Rates E	7/1/2018 stimated Medical Rates ⁽¹⁾	7/1/2018 Estimated Rx Rates (2)	7/1/2018 Med/Rx Premium (per ee) ⁽¹⁾	7/1/2018 Med/Rx 7/1/2018 Med/Rx 7/1/2018 Med/Rx Premium ACA Limits Taxable Premium (per ee) (1) (per ee) (2) (5) (3)	7/1/2018 Med/Rx Taxable Premium (\$) ⁽³⁾
Fairfield P	Fairfield Public Schools									
		ee only	260	\$782.11	\$185.50	\$844.68	\$199.41	\$12,529	\$10,200	\$605,575
səə	Teachers Revised	ee+1	166	\$1,681.45	\$392.62	\$1,815.96	\$422.07	\$26,856	\$27,500	\$0
λojd		family	408	\$2,135.11	\$550.15	\$2,305.92	\$591.41	\$34,768	\$27,500	\$2,965,335
m3 ə		ee only	0	\$782.11	\$185.50	\$844.68	\$199.41	\$12,529	\$10,200	\$0
vitɔA	Teachers Revised	ee+1	0	\$1,681.45	\$392.62	\$1,815.96	\$422.07	\$26,856	\$27,500	\$0
		family	0	\$2,135.11	\$550.15	\$2,305.92	\$591.41	\$34,768	\$27,500	\$0
Annual Totals	als		834							\$3,570,910
Tax Implicat	Tax Implications @ 40%									\$1,428,364

trended forward at 8.0% (Med) and 7.5% (Rx) annually, assuming no plan changes $^{(2)}$ as defined by the Patient Protection and Affordable Care Act (PPACA) $^{(3)}$ (2018 costs minus 2018 limits) * headcounts

A RESOLUTION APPROPRIATING \$4,558,399 FOR COSTS ASSOCIATED WITH THE REPAIR AND RESTORATION OF PENFIELD PAVILION AND AUTHORIZING THE USE OF \$1,750,000 OF INSURANCE PROCEEDS TO FUND SUCH APPROPRIATION AND THE ISSUANCE OF BONDS TO FUND THE PORTION OF SUCH APPROPRIATION NOT FUNDED BY INSURANCE PROCEEDS.

Resolved:

- 1. As recommended by the Penfield Building Committee, the Board of Finance and the Board of Selectmen, the Town of Fairfield hereby appropriates the sum of Four Million Five Hundred Fifty-eight Thousand Three Hundred Ninety-Nine and 00/100 (\$4,558,399.00) Dollars to fund costs associated with the repair and restoration of Penfield Pavilion, including the demolition of the East Wing, temporary relocation of the West Wing, construction of new pile supporting foundation for the West Wing to meet FEMA standards, structural repairs to the West Wing, repairs to the West Wing electrical, mechanical, plumbing and fire protection systems, construction and design of new decks, ramps and stairs and site improvements which shall include maintaining a finish grade of +12 feet from the Durrell Pavilion to Richards Beach, and construction of an containing restrooms, showers and lockers (the "Project"), inclusive of design and engineering fees, professional fees, construction and oversight costs and financing
- 2. \$1,750,000.00 of such \$4,558,399.00 appropriation will be funded by funds recovered by the Town from insurance on Penfield Pavilion for damages caused by Super Storm Sandy.
- 3. To finance such remaining appropriation, and as recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield shall borrow a sum not to exceed Two Million Eight Hundred Eight Thousand Three Hundred Ninety-nine and 00/100 (\$2,808,399.00) Dollars and issue 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 remaining appropriation for the Project.
- 4. The Board of Selectmen, the Treasurer and the Fiscal Officer of the Town are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one interest rate 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.

- 5. The First Selectman and Treasurer or Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing agreement, standby marketing agreements, bond purchase agreement, 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.
- 6. The bonds may be designated "Public Improvement Bonds," 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 (3) years from the date of issue and the last installment to mature not later than twenty (20) years therefrom. 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 semiannually 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 Selectman and Treasurer or Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the 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 Selectman and Fiscal Officer 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.
- 11. The First Selectman and other Town officials are authorized to seek grants and other contributions for the costs of the Project. Any such grants or other 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 to this Resolution and shall reduce the amount of the Bonds that can be issued pursuant to this Resolution. If such grants and other contributions are received after the issuance of the Bonds, they shall be applied to pay 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.

10/30/14

Town of Fairfield Penfield Building Committee Penfield Pavilion Repair Project

Report to The Board of Selectmen

Background:

The Penfield Building Committee (Committee) was appointed in late December 2013 to investigate repair options, recommend and then manage the repair of the Penfield Pavilion building (building/facility) severely damaged by Storm Sandy October, 2012. The Committee Charge included: "review and recommend options and manage the repair of the Penfield Pavilion for the Town of Fairfield". Further, "the Committee shall be guided by the engineering analysis, coastal engineers report, geotechnical report, FEMA standards and guidelines, flood mitigation plan, technical reports included consideration of existing engineering and consultants reports, comments from the public, including public meetings, and neighborhood concerns" (See Committee Charge 10/16/2013).

After Storm Sandy the Penfield Pavilion was declared unsafe and has remained unoccupied. The Town secured the building after Sandy. The Committee recommended and the Town completed certain additional work and make-safe measures to secure and protect the facility and satisfy the concerns of the Town Building Department. Protection measures included fencing, energizing alarm systems, removal and storage of the glass window panels facing Long Island Sound and recently completed modifications to the existing timber bulkhead that permanently close each of the original beach access ways through the structure.

The Committee has completed a review of the original Penfield Pavilion project, existing site and building conditions, additional soil test borings, analysis of storm damage impacts and risks, regulatory requirements and, with assistance from a coastal and structural engineering firm and construction manager, developed and debated a variety of repair options resulting in a recommended Penfield repair program.

Penfield Building Committee Approach:

As the Committee began its work, goals and guidelines were discussed and implemented. Prior to identifying repair options the Committee reviewed the

Committee charge provided by the Board of Selectmen and adopted a workflow logic and sequence that identified issues and required resources regarding existing conditions, historical background data, technical, regulatory and other project related information. The Committee also created a preliminary project development schedule with important milestone dates and agreed to meet twice a month. Public comment and access to Committee materials were, and remain, important commitments. An overriding goal has been the Committee's continuing efforts to provide the Town and various stakeholders with an informed and credible resource regarding the condition of existing building and site, future risks regarding coastal storms, repair and protection options and related costs. Resolution of insurance settlement, funding sources and advocacy regarding the Pavilion use and economic viability were to be left to others.

The Committee was determined to take the time necessary to learn as much as possible regarding Sandy and Irene storm damage, original and existing site and soil conditions, bulkhead design and performance, design and construction of the original project, future coastal storm impact, regulatory issues, local flooding, existing and alternative building foundations and use of the Pavilion facility and beach.

After the initial organizational meeting in January the Committee called on and heard from a variety of experts, Town officials, structural, soils and coastal engineers representing fifteen interviews and presentations delivered over five months. During April and early May the Committee interviewed and selected a project engineer/architect (DeStefano and Chamberlain) and Construction Manager (Shawmut Design and Construction) in accordance with the Committee Charge and based on a competitive proposal and selection process that attracted multiple candidates. Both selected firms have a positive record working for the Town of Fairfield.

The Committee received a final engineering report and recommendations provided by DeStefano and Chamberlain dated June 12, 2014, supplemental information dated June 27, 2014 and supplemental soils testing report dated July 10, 2014.

As the Committee proceeded with its investigation and research regarding repair options several important issues and concerns surfaced including, but not limited to:

- Irene and Sandy impacted the existing building and foundations the same way, although Irene to a much lesser degree. Repairs and modifications recommended after Irene were not entirely completed.
- The timber bulkhead, constructed after Irene, was a reasonable site and building protection measure, however the bulkhead structure became a significant contributing factor regarding scour, foundation undermining and

building damage during Sandy due to a partially closed beach access way through the lower portion of the bulkhead.

- The use of shallow, unprotected spread footings (building foundations) in an
 environment subject to storm tides, flooding and beach erosion, although not
 an uncommon design assumption in the past, was and remains a risk given
 susceptibility to scour and undermining, the proximity of the Pavilion building
 to Long Island Sound, offshore topography, existing site soil conditions,
 orientation of the beach to the coastline and the historical loss and marginal
 accretion of beach sands.
- During 2013 FEMA published revised flood maps that included the existing building site in a "V" (high velocity) flood zone. The Connecticut State Building Code requires that buildings located in "V" Flood Zones have deep foundations (piles or piers) that extend to non-erodible soils at a minimum of 10 feet below sea level.
- The existing building site consists of (in descending order) a top layer of miscellaneous fill of variable thickness, beach sand and then a layer of peat (organic matter) of variable thickness below the beach sand and above more suitable dense (more compacted) sands. Under the West Wing the compressible layer of peat was reported to have been excavated, removed and replaced with crushed stone and sand.
- Under current FEMA regulations there is a project cost threshold that requires repairs or reconstruction to meet latest (2013 "V" Zone) FEMA design and construction standards if repair the costs exceed 50% (\$2.7 million) of current appraised value of the building (assumed at \$5.4).
- The likelihood that almost all options discussed would likely require repair or new construction to be FEMA "V" Zone compliant requiring the building be raised 3.5 feet and founded on pile supported foundations.
- The cost of raising and temporarily relocating the existing East Wing (lockers) for the construction of new pile supported foundations exceeds the cost to demolish and rebuild the East Wing structure.
- A building repair design would have to be "signed and sealed" by a licensed professional engineer to meet building code, building permit and subsequent certificate of occupancy requirements.
- The existing site elevations were reported to be a contributing factor to neighborhood storm flooding although lower more flood prone elevations existed at other points along the beach and other locations.

- A finished site elevation of +12 under the Pavilion building and adjacent beach, east and west of the building would mitigate the risk of the site elevations contributing to coastal storm flooding.
- The "insurance company repair solution", assuming the placement of concrete under the damaged footings, is a repair method that would be subject to significant risk regarding increased scope and cost that could exceed the FEMA 50% cost threshold.
- The likelihood of qualified engineering sign-off for repair and reuse of the existing building would require that the Town assume risk related to future storm damage.
- The original design program for the West Wing, both occupied and exterior deck areas, accommodated actual use and capacity with the exception of restrooms which could be increased in capacity. Different materials for decking and rails have been suggested.

Considering Options:

The Committee started investigating, discussing and debating repair options based on those suggested by the original storm damage investigating engineer (J M Albiane, MS, PE). The project engineer and construction manager selection process provided additional repair ideas. Various coastal engineering and soils experts provided additional repair scenarios, risk assessment, design criteria and cautions. The Committee also heard from Town officials, department heads and the public.

An overriding goal of the Committee has been to maintain an open mind regarding Penfield repairs, encouraging new ideas or variations while balancing proposed solutions with cost, risk regarding future storm damage, FEMA requirements, building code and regulatory requirements, flood mitigation, use of the facility, project constructability and safety.

The Committee considered eleven options (a higher number if variations are included) eventually narrowing repair scenarios to one recommended option. The process to determine the best repair solution was time consuming, complicated and not intended to be perfect. As a minimum, each Committee member had to balance multiple factors impacting each option, including those described above, while weighing project cost, public comment and concerns.

The Committee has provided three interim status reports to the Board of Selectmen, one to the RTM and one to the Parks and Recreation Commission.

Recommended repair: "Option 7" – Eliminate East Wing, retain, repair and raise West Wing on new FEMA compliant foundations:

It is the Committee's opinion that the recommended option (Option 7) represents the best and lowest risk Penfield long-term repair solution. The recommended repair assumes the following scope of work:

- Demolition of the existing East Wing (lockers) and retention of the existing West Wing (event space, concession, kitchen, storage, restrooms, first aid and lifeguard rooms).
- Temporary relocation of the West Wing to the parking lot and construction of new pile supported concrete foundations to current FIMA standards.
- Building structural repairs to take place while West Wing at temporary location and during the period of the construction of new pile supported foundations.
- Relocation of the West Wing on the new pile supported foundations at new FIMA "V" zone elevation.
- Final leveling and repair of the existing West Wing structure including interior finishes and building electrical, mechanical, plumbing and fire protection infrastructure.
- Design and construction of a small addition to the east end of the West Wing adding restrooms, showers, changing rooms and day lockers on pile supported foundations to FIMA standards.
- Removal and replacement of existing damaged decks, ramps and stairs.
- Protection of the existing timber bulkhead including the placement of a rip rap stone revetment just below grade along the outboard face of the structure.
- Site improvements including maintaining a finished grade (elevation) of +12 from Durrell Pavilion at the west to Rickard's Beach at the east.

The recommended repair will result in the following outcomes:

- A smaller better functioning pavilion facility.
- A structure rebuilt to meet current FEMA "V" Zone requirements.
- A foundation design that will meet 100-year storm conditions.
- Less risk of building damage during future storm events.
- Increased site flood protection.
- Retention of the income producing event space.

Inclusion of alternative options:

Although not the recommended repair option, the Committee has continued to include Option 1, repair the existing facility based on the insurance claim repair assumptions, as a "repair and protect in place" scope and cost reference. The insurance settlement assumes "repair to the condition the day before the storm" whether previously identified or unforeseen repairs. The insurance settlement provides for funding of certain agreed upon supplemental funding regarding additional damage. The proposed scope of work for Option 1 also includes the addition of stone (rip rap) protection for the repaired foundations (footings) under the West Wing and along the outboard face of the existing timber bulkhead. The cost of these recommended protection measures would not be covered by insurance reimbursement, however may be partially eligible for FEMA grant funding.

As the Committee discussed and refined recommended Option 7, they presented the design, scope and estimated cost of the proposed repair to the Board of Selectmen and then noticed and solicited public comment during a regularly scheduled PBC meeting. At the conclusion the public presentation of the work of the Committee, including recommended option 7, there were concerns and comments regarding the need for a "lower cost or no cost" option including possibility of demolition of the entire building or construction of a new smaller and simpler pavilion facility. After public comment the Committee decided to delay previously scheduled follow-on presentations (BOS, BOF, RTM) to review and consider lower cost options that were not a repair, as defined by the Committee charge, and represented a significant change in facility size and use.

Two new alternative options were considered and rejected by the Committee and are included for reference.

Option 8: Complete demolition of the existing Penfield Pavilion facility, partial demolition of the height of the existing timber bulkhead, construction of a vegetated sand berm along the north side of the site resulting in a finished grade of +12 from Durrell Pavilion to Rickard's Beach.

Option 9: Complete demolition of the existing Penfield Pavilion facility, design and construction of a smaller pavilion on a timber pile supported foundation and elevation to meet current FEMA standards and provide restrooms, changing areas, showers, concession and kitchen, lifeguard and first aid room. Retention and protection of the existing timber bulkhead and site reconfiguration resulting in a finished grade of +12 from Durrell Pavilion to Rickard's Beach are included.

The estimated cost budgets for Options 1, 7, 8 and 9 can be found in the Committee's presentation materials: Cost Summary Sheet Dated 10/30/2014 Prepared by Shawmut Design and Construction.

Summary:

After consideration of multiple site, regulatory, existing condition, cost and risk issues and possible repair and reconstruction scenarios, the Committee continues to recommend Option 7 as the best long term repair, lowest constructability, scope and cost risk during construction and lowest future storm risk option. The Committee voted 6:1 to forward a project funding request for Option 7 to the Board of Selectmen.

The Committee presentation includes a repair of the existing facility based on the insurance claim scope of work (Option1); complete demolition of the existing facility (Option 8); and an option that assumes complete demolition of the existing facility and the design and construction of a smaller pavilion facility (Option 9).

The Committee continues to assume:

- That the justification for Penfield Pavilion use and program and operational economic factors will remain the responsibility of the Parks and Recreation Commission or others.
- That the analysis, sources and justification of project funding will remain the responsibility of the Office of the First Selectman and Town Chief Fiscal Officer.
- That issues related to flooding, flood mitigation and control, beyond flood mitigation improvements proposed by the current repair solution options (finished grade at +12), remain outside the Committee charge and the responsibility of the Department of Public Works or others.

The Penfield Building Committee report to the Board of Selectmen consists of this document, a PowewrPoint presentation and a Cost Summary Sheet, all dated October 30, 2014.

Submitted of behalf of the Penfield Building Committee,

Jim Bradley, Chairman



Penfield Pavilion Repair Town of Fairfield SDC PROJECT NUMBER 140543

COST SUMMARY SHEET

PROJECT: Penfield Pavilion Repair

LOCATION: Town of Fairfield, CT

CLIENT: Town of Fairfield

ARCHITECT: DeStefano & Chamberlain

Renovation / Replacement TYPE OF WORK: 10/30/2014 DATE: Option 9 Demo & Option 7 Remove East Wing & New 5,000 SF Option 1 Option 8 Repair & Protect / West Wing On New Demo Existing Building / Decks / **COMMENTS** Bulkhead Foundation **Buildings & Dune** 1,000 Ramps DESCRIPTION * MEP systems are conceptual Design Development * Conceptual ** Conceptual * / ** Schematic * / ** Estimate Criteria 3,302,897 | \$ **Construction Cost (See Estimate Detail)** 2,387,621 683,726 \$ 2,117,062 ** Civil design is conceptual Div. 1-16 2,387,621 3,302,897 \$ 683,726 | \$ SUBTOTAL 2,117,062 262,638 5 363,319 75,210 \$ 232,877 General Conditions 31,587 43,695 9,045 \$ CM General Liability Insurance 28,007 NIC NIC NIC NIC **Building Permit** 37,099 \$ 7,680 \$ 26,818 \$ 23,779 P&P Bond 58,949 \$ 84,849 \$ 15,360 \\$ 47,559 CM Fee 238,762 \$ 68,373 \$ 495,435 \$ **** See Est Detail 211,706 Project Contingency **** 39,396 \$ 54,498 11,281 \$ 34,932 Preconstruction Services 3,045,770 \$ 4,381,791 \$ 870,675 \$ 2,695,922 SUB TOTAL BASE BUILDING CONSTRUCTION 181,275 \$ 176,608 \$ 42,587 \$ OWNER COST SUB TOTAL 166,946 TOTAL PROJECT COST 3,227,045 \$ 4,558,399 \$ 913,262 \$ 2,862,868 400,000 400,000 \$ 400,000 400,000 Cost previously expended FINAL PROJECT TOTAL COST 3 627 045 \$ 4 958 399 \$ 1 313 262 \$ 3 262 868

	FINAL PROJECT TOTAL COST	3 3,027,045	3 4,777,057,	3 1,313,202	3 3,202,000	
	Protection Values Included Above					
1	Stone Rip Rap At Existing Bulkhead (LS)	\$130,000	\$130,000	0	\$130,000	
2	Modified Existing Bulkhead Cut Down 5 ft & Stone Trench Dune Armament	0	0	193000*	0	6 ft x 6 ft Stone Trench*
3	Street Side Bulkhead & Wood Walkway	\$358,000	0	0	0	
4	Stone Rip Rap Street Side At Existing Bulkhead	0	0	0	\$130,000	
5	Sand Import & Grass Planting (Elevation 12 ft)	0	\$75,000	\$130,000*	\$75,000	\$55,000 for wood walk way (beach access) *



Penfield Pavilion STATUS REPORT

October 30, 2014

Presented by:

Penfield Building Committee - James Bradley, Chair Robert Bellitto, Vice Chair, Andrew Graceffa, Secretary Ian Bass, Jane Corbett, Ken Jones, Ellery Plotkin, Richard Speciale

Kevin Chamberlain, DeStefano & Chamberlain

Presentation Agenda

- Committee Charge
- Pavilion History
- Research & Due Diligence, Considerations
- Background
- Design Options
 - Design Comparison
 - Recommended Design Detail
- Bulkhead Improvements

Penfield Building Committee

- Formed by Board of Selectmen in December 2013
- Committee Charge
 - ". . .review and recommend options and manage the repair . .
 - "...be guided by the engineering analysis, coastal engineer's report, geo-technical report, FEMA standards and guidelines, flood mitigation plan, technical reports, comments for the public..."
 - "...retain appropriate design professionals (architect, structural engineer, coastal engineer and geotechnical engineer..."
 - "...retain a construction manager/owner's representative to facilitate and accomplish"

Pavilion History

- Original Penfield Pavilion was purchased in 1982.
- New Pavilion was built in phases on the same footprint of the old Pavilion
 - Phase I East Wing (Lockers)
 - Approved 12/2006
 - RTM vote: 36 in favor, 5 opposed, 3 abstentions
 - Built 2007/2008
 - Phase II West Wing (Rental Hall/Kitchen/Restrooms, First Aid and Lifeguard Facility, etc)
 - Approved 9/2010
 - RTM vote: 31 in favor, 9 opposed, 1 abstention
 - Built 2010/2011

Tropical Storm Irene - 2011



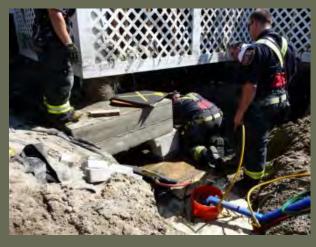


High winds/astronomical high tides; Storm surge but low wave energy

Tropical Storm Irene - 2011







Impact to the Pavilion

- Erosion of sands underneath the building
- Several footings undermined
- Front entrance porch settled

Irene Restoration



Restoration of the Pavilion Included:

- Underpinning performed
- Protective bulkhead designed and constructed
- Building structure repaired and reopened



Certain recommended modifications not completed

Tropical Storm Sandy - 2012







Category 2 Hurricane downgraded to a post-tropical cyclone. High winds and storm surge.

Tropical Storm Sandy Damage





Impact to the Pavilion

- Existing spread footings performed poorly
- Loss of beach
- Sand behind bulkhead liquefied
- Sands surrounding and under footings eroded/scoured
- Existing bulkhead opening provided a convenient channel for sand transport and funneled flood waters

 increasing velocity

Tropical Storm Sandy Damage





Impact to the Pavilion

- Foundation settlement
- Structural damage
- Damaged building systems and finishes
- Building deemed unsafe by Town Building officials

2014 Site Protection

- Committee approved additional protection and make-safe safety measures:
 - Additional security fencing
 - Inspection of gas and electrical systems
 - Installed alarm/security system
 - Temporary Removal of Gathering Hall Glass
 - In storage for reuse
 - Permeant closure of openings in bulkhead

PBC – Research and Due Diligence

- Original Penfield Phase I and Phase II construction documents
- Investigative engineering reports (Irene and Sandy)
 - JM Albaine Engineering
 - Roberge Associates Coastal Engineers
 - Heller and Johnsen Geotechnical Engineers
- Storm damage insurance claim, repair, scope and cost estimates
 - Wakelee Associates
 - Romano Construction
 - Saugatuck Construction Group
- Engineer, Architect and Construction Manager interviews
 - Competitive interview and selection April/May 2013
 - DeStefano & Chamberlain and Shawmut Design & Construction selected
- Public input

PBC – Research and Due Diligence

Presentations before the Committee:

- JM Albaine Engineering (including results of 8/2013 Public Forum)
- Roberge Associates Coastal Engineers
- Heller and Johnsen Geotechnical Engineers
- Fairfield DPW and Engineering Departments
- Building Department
- Conservation Department
- Parks and Recreation Director
- Town Plan and Zoning (including FEMA/Flood Zone requirements)
- Town Risk Manager (insurance settlement)
- Flood and Erosion Control Board
- Report regarding additional soil borings

PBC – Factors Considered

Extent of foundation damage	Beach accretion and loss
Cause of damage/Contributing factors	Existing timber bulkhead location/performance
Feasibility of Repairs	Facility /site impact on neighborhood flooding
Existing site soil conditions	Constructability and project safety
Footing depths	Building height and mass – impact on neighborhood
Alternate foundation designs and soil bearing quality/capacity	Project Cost
Coastal Storm Impacts – past and future	Cost recovery funding resources
Coastal Storm protection	Insurance Claims
FEMA Flood Zone Requirements	Schedule

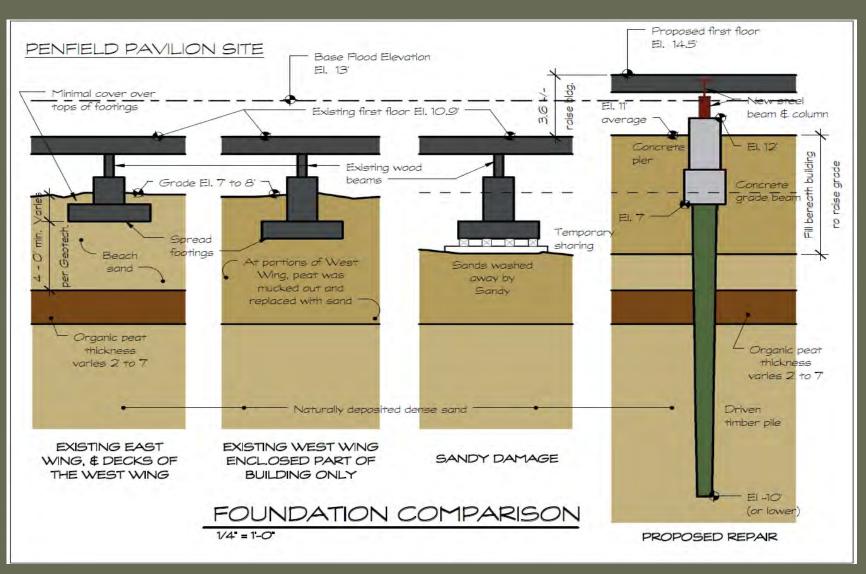
Design Options

- PBC reviewed 11 design options to varying degrees
 - 8 options were reviewed during the 8/14 Committee meeting
 - 3 options were added after the 8/14 meeting (two in response to public comment)
- 4 design options given final consideration
 - Repair & Protect (Option 1)
 - Complete Demolition & Site Reconstruction (Option 8)
 - Demolition & Construct Smaller Facility (Option 9)
 - Modify & Raise Building (Option 7)

Background

- Pavilion Appraised Value: \$5,400,000 (insurance settlement criteria)
- Current FEMA requirements must be followed if the value of the repair is greater then 50% of the estimated value of the building.
 - Pavilion actual construction cost would need to be no greater than \$2,650,000
- Coastal and Structural Engineering Recommendation: the building should be re-supported on a new flood-resistant pile foundation system

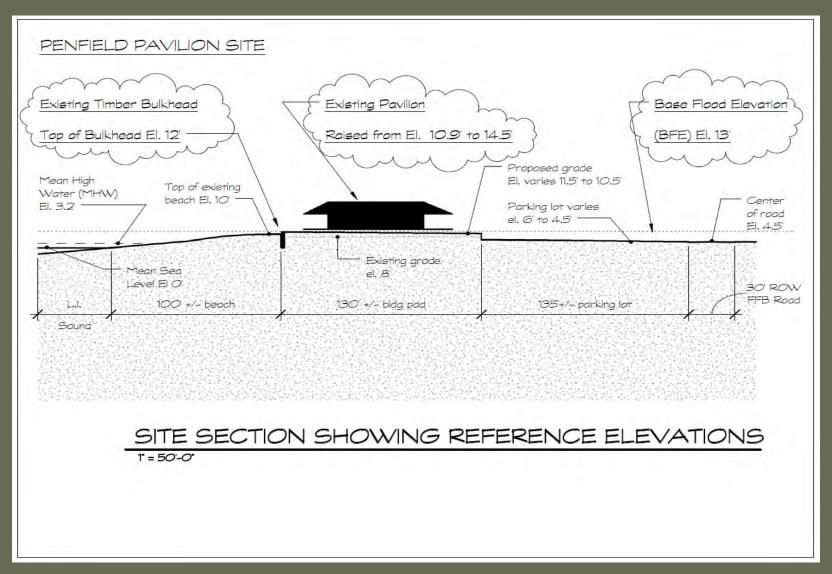
Background (cont'd)



Background (cont'd)

- Site FEMA Flood Zone changed from an <u>A zone</u> (moderate wave action) to a <u>V zone</u> (high velocity wave action)
 - Original construction was FEMA AE Zone
 - A zone: Base Flood Elevation (BFE) of 11.0' finish floor
 - V zone: Base Flood Elevation (BFE) of 13.0'
 - (Note: measured to lowest horizontal structural element)

Background (cont'd)



Repair & Protect – Scope (Option 1)

- Building is repaired in place
- Repair structural and non-structural damage per insurance settlement scope
- Underpin only footings which were undermined and failed
- Place a layer (blanket) of surge stone underneath the West Wing
- Construct low bulkhead across north (parking lot) side of building
- Schematic Cost estimate: \$3,222,044

Repair & Protect – Pro/Con

Pros:

- Low cost (if FEMA threshold not exceeded)
- No impact to Town programming (use of facilities)
- Operating income not impacted

Cons:

- Shallow, spread footings remain
- Repaired building not FEMA compliant
 - Risk of reoccurrence of the damage from Sandy.
- Final cost could exceed the FEMA threshold
- High cost risk for scope of work
- Engineer team, DeStefano & Chamberlain, Inc. does not recommend foundation repair or reconstruction that does not involve pile (deep) foundations and elevated building
- Committee's Conclusion: Not Recommended

Complete Demolition & Site Reconstruction – Scope (Option 8)

- Demolish the pavilion, all footings, foundation and bulkhead
- Remove all site utilities
- Create a new, continuous reinforced berm connecting Durrell Pavilion to Rickards Beach
- Note: ADA and vehicular access to be maintained
- Conceptual Cost estimate: \$808,631

Complete Demolition & Site Reconstruction – Pro/Con

Pros:

- Lowest cost option
- Site protection (beach erosion)
- Added flood mitigation

• Cons:

- Existing Town Asset (Pavilion) demolished
- Loss of Town programming space
- Creates safety and convenience issues: distance to first aid station,
 bathrooms and life guard station
- Committee's Conclusion: Not Recommended

Demolition & Construct Smaller Facility Scope (Option 9)

- Demolish current building (both wings) and foundations
- Bulkhead to remain
- Design and build a new smaller pavilion
 - 6000 sq. feet total: 2500 sq. feet pavilion, 2500 sq. feet open and covered deck plus 1000 sq ft ramps
- Timber pile supported foundation at FEMA V Zone elevations.
- Create a continuous flood mitigation berm connecting Durrell Pavilion to Rickards Beach
- Facility will have basic beach public services Changing Rooms, Restrooms, Shower, Day Lockers, Life Guard/First Aid Station, Concession (kitchen).
- Conceptual Cost estimate: \$2,860,246

Demolition & Construct Smaller Facility – Pro/Con

Pros:

- A low cost option
- Facility built to FEMA standards
- Stays within current footprint
- Low risk regarding future flood damage

Cons:

- Existing Town asset (pavilion) not utilized
- Current Town programming is restricted with loss of revenue
- Additional schedule impacts
 - Design new pavilion
 - Town and Administrative approval
- Committee's Conclusion: Not Recommended

Modify & Raise Building – Scope (Option 7) Committee Recommended Design

- Demolish the East Wing
- Demolish Exterior decks
 - Not financially practical to move tear off and reconstruct
- Lift/move the West Wing building into the parking lot
 - Repair structural and non-structural damage
- Build new concrete and timber pile foundation
- New steel elements supporting floor structure
- Create a new, continuous berm connecting Durrell Pavilion to Rickards Beach

Modify & Raise Building – Scope cont'd

- Move West Wing back in place, 3.5' higher in elevation
- Repair any remaining damage
- Construct smaller East Wing with Rest rooms, Changing Area,
 Day Lockers and exterior decking
- Fill beneath and around the building
- Construct on grade decking
- New stairs and ramps
- Design and Development Cost estimate: \$4,558,399

Modify & Raise Building – Pro/Con

• Pro's:

- Minimal risk
- Existing Town Asset (Pavilion) is reused
- Original amenities are in place
- FEMA standards are met
- Increased parking
- Engineer's opinion: It is the recommended solution. The design will reduce the risk for future storm damage

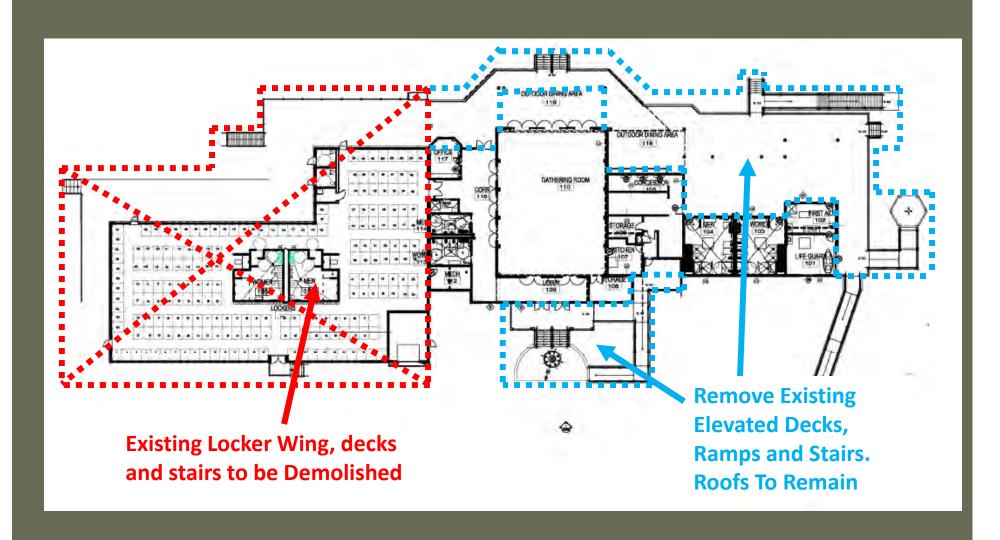
Con's:

- Higher cost
- Slight reduction in programming due to removal of 200 lockers
- Committee's Conclusion: Recommended

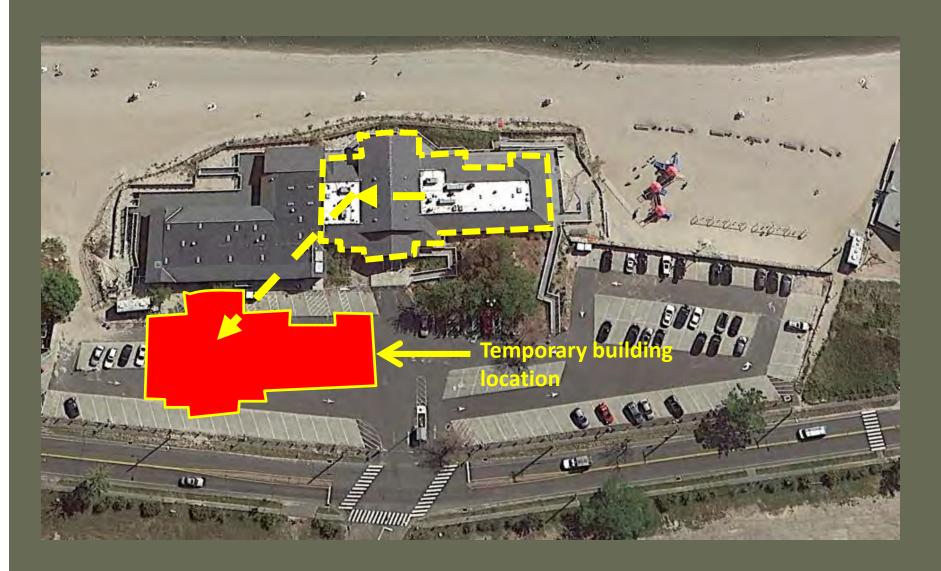
Modify & Raise Building (Option 7) Committee Recommended Design

Design Detail

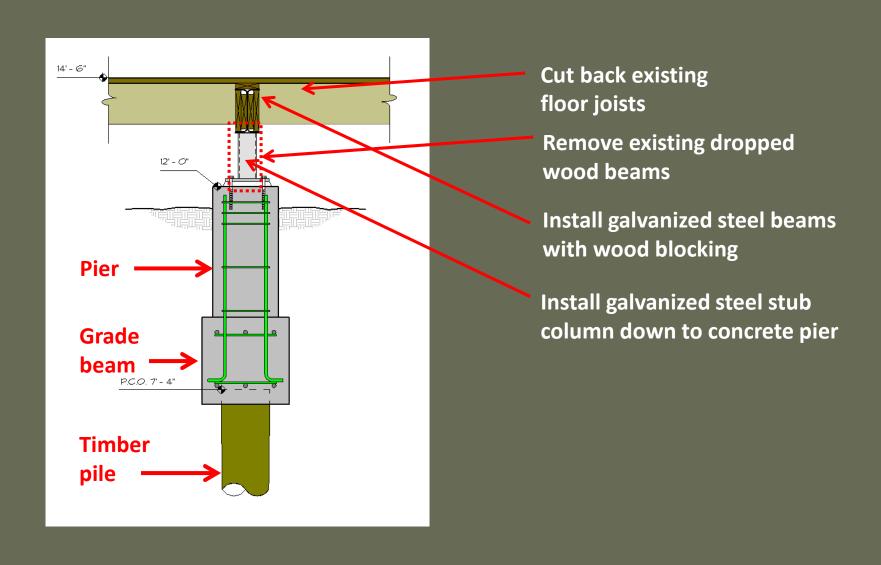
Step 1 – Partial Demolition



Step 2 – Move Building

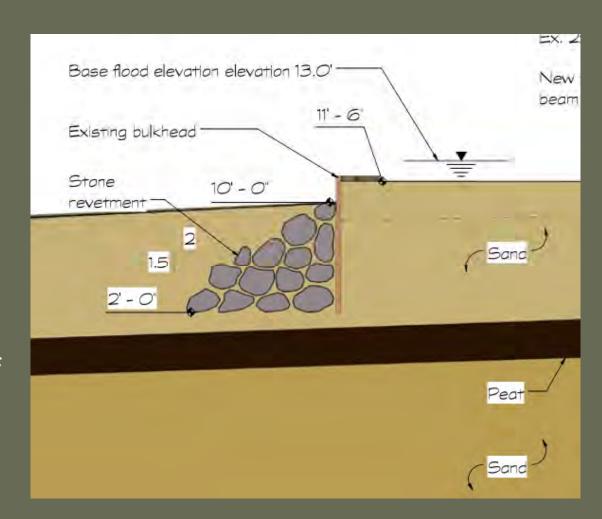


Step 3 – Install Foundations



Bulkhead Improvements

- Infill ALL openings in accordance with original design
- Riprap stone
 revetment on
 Long Island side of
 bulkhead





Date: October 30, 2014

To: James Bradley, PBC Chairman From: Kevin H. Chamberlain, P.E.

Re: Penfield Pavilion

Subject: FECB recommendation: raising and extending the bulkhead

You asked that I respond to the proposal from the Flood and Erosion Control Board (FECB) to raise and extend the existing bulkhead. The FECB recommendation was provided to the PBC in June and again in August, and has been reiterated thru various emails in the last month. The following summarizes the opinions I have provided to the committee in the same time period.

The FECB has recommend that the existing bulkhead be raised from elevation 12 up to elevation 15. Intent would be to continue a raised wall or berm across the entire Town-owned land stretching from Rickards Beach across the Pavilion, and terminating past the Durrell Pavilion. Their reasoning is that the increased height will prevent flood waters from overtopping the Town-owned property and entering the neighborhood. Mr. Grauer has asked for a calculation of what the incremental cost for this work would be.

Based on what we know about the work involved, the existing bulkhead would need to be raised with additional piles, whalers, and planking (or replaced entirely), and a wide and steep revetment of boulders would need to be built on both sides of the wall to armor it. We would either need to move the building more towards the parking lot or move the bulkhead more towards the sound in order to fit all the boulders needed. Our opinion is that the work would add between \$500,000 and \$1,000,000 in hard construction costs to the project. In order to price out this work, an engineered design would be needed.

It is important to note that raising and extending the bulkhead will do nothing to reduce flooding of the beach neighborhood. Flood waters can easily flank the Town property and pass thru the residential lots to the east and to the west of the site which are at lower elevations. So this work won't accomplish any measurable flood protection of the neighborhood. It also is not a necessary component of the elevated pile-supported building (Option 7) as the pile foundations will be flood-resistant by themselves. There are also several negative consequences to raising the height of the bulkhead, including potential of increasing beach erosion, more difficultly in accessing the beach, and loss of usable beach area for recreation.

If the bulkhead raising and extending were to go ahead it could be part of this project, or be a separate one.

The Flood Insurance rate for the building would not be any different with the raised bulkhead in front of it, since the significant rate factors are flood zone type, BFE, floor elevation, and foundations. In other words, FEMA would not be re-mapping this site to a lesser risk category after the bulkhead raising.

The DEEP has instituted polices against "new" structural shore protection along the coast of Long Island Sound, and are now recommending "soft controls" such as vegetation instead.

Structural and Architectural Engineering



Date:

October 30, 2014

To:

James Bradley, PBC Chairman

From:

Kevin H. Chamberlain, P.E.

Re:

Penfield Pavilion

Subject:

October 9 Grauer email -- repair-in-place

You asked that I respond to an email from Mr. Rick Grauer regarding the viability of repairing the Pavilion "in-place".

First, it seems as though there may be a misunderstanding. The graphic that was prepared and passed out at the 10-9-14 PBC meeting was meant to explain existing conditions, not endorse them.

ALL of the existing footings supporting the building are deficient, because they are either:

- Already undermined and propped up with wood
- Are bearing on beach sand prone to scour and liquefy during a coastal storm
- Are bearing on beach sand AND compressible peat.

Mr. Grauer suggests that the building can be raised in place. Footings could be extended with new concrete poured on top of old, or where already scoured, underpin damaged footings with helical piles. End result would be an elevated building partly on extended old footings, partly on pile-supported old footings. He also suggests a concrete slab under the building to protect foundations and site, and a raised/extended bulkhead to elevation 15 (discussed separately).

Mr. Grauer's suggestion is similar to the Committee's Option 2, but with the added benefit of the floor elevation being raised to current FEMA standard. It is also similar to the Committee's Option 3A, but without as many piles and no new grade beams. The committee rejected both Options.

This is not a viable option for the following reasons:

- The building remains supported on the same shallow footings bearing on erodible beach sand which failed during Irene and Sandy.
- The foundations would not conform to the CT State Building Code, which explicitly prohibits foundations from bearing on erodible soils in a V zone. The code requires that foundations extend to at least 10 feet below sea level (elevation -10'). Because of the cost of the repairs, the Code requires that the foundation work be treated as "new construction".
- Neither the Construction Manager nor many of the trade contractors consulted during DD Phase were comfortable with sending men under the building to do repairs and underpinning work. It is not a safe condition. Unlike small beach houses this is a large footprint to work under, with little room to do so.

- All on the CM team agreed it would be safer to move the building into the parking lot before doing any repairs.
- There is not sufficient headroom to install helical piles or other types of drilled piles under the building
 without either removing vast portions of the first floor or excavating under the building for more
 headroom. Although the area beneath the Gathering Room and Rear deck seems pretty spacious, the
 two ends of the building have sand almost up to the bottom of the beams, crawling room only.
- Footings are close enough together that any excavation under the building will risk further undermining footings.
- The work would be occurring in the water table. Bottom of cribbing towers would be bearing on beach sands in water, which are not stable.
- Raising the grade under the building adds a significant amount of weight to the site. 4 feet of new fill
 weighs more than the building. Where we are relying on existing footings bearing on compressible
 peat, the weight of the new fill will further compress the peat, resulting in new settlement of the
 existing footings.

Address to Board of Selectmen, Board of Finance and RTM From Parks and Recreation Commission Chair, Brian Nerreau Submitted for Distribution October 30, 2014

Good evening, I am Brian Nerreau, 105 Mt. Laurel Rd., Chairman of the Parks and Recreation Commission. I am here tonight to share with you the need for the Penfield Pavilion and the value it adds to our community, and why, the Parks and Rec Commissioners voted unanimously to support reconstructing the original Penfield facility, without the lockers.

In the late 1880s, twenty six Fairfield residents organized the Fairfield Beach Company and a pavilion was built on the site of Penfield I. While it was mostly a private club, its memberships were available to Fairfield residents. The pavilion later became known as the Sun Haven Beach Club. In 1978 the Town purchased the Sun Haven Beach Club to be used as a Public Beach Club for its residents. It housed lockers, a gathering room, concession stand, as well as an apartment. This facility has been in operation for well over 100 years. The vision of the town has always been to provide ALL our residents the opportunity to appreciate the feeling of belonging to a beach club with easy and affordable access to all the amenities that such a membership might provide.

We know that Fairfield is a wonderful waterfront community that offers 5 beautiful beaches; however, these beaches are all very different.

- Jennings Beach, the largest of the beach fronts offers a large beach front for swimming, with area for beach volleyball, bonfires, sailing and storage of sailboats catamarans. This beach has a small building with a small covered deck which houses a concession stand, restrooms and first aid/lifeguard station.
- Southport, South Pine Creek, and Sasco beaches are small waterfronts with limited parking and offers only restrooms and a first aid/lifeguard station.
- Penfield is a unique facility, and a source of pride and enjoyment for so many. It is fully handicap accessible and has not only a concession, restrooms, First Aid/Lifeguard Station but also a welcoming pavilion that provides respite from the sun from our youngest citizens, the babies and toddlers who accompany their parents, to our seniors citizens, who seek the Pavilion as a place to gather, sit, read, and enjoy being near the water, even if they cannot physically walk or sit on the sand. Penfield is one of the few resources in Town that caters to all age groups in all areas of Fairfield. As noted in the recent issue of Money

Magazine, one of the reasons Fairfield, Connecticut was named one of the top 50 small towns to live in in the NATION, was due to its 5 miles of beaches. Penfield has been the jewel in our crown and without it, Fairfield's shoreline would look much like any other town that sits along the coast of Long Island.

Penfield is also by far the busiest beach facility due to these amenities and produces revenue with the rental of its gathering room, and concession stand. The gathering room at Penfield I has been used by 1000's of people a year who attend weddings, birthday parties, business meetings, school fundraisers and Town Special Events such as Family Fun Dances, Summer Band Concerts and Teen events. To be able to provide a facility where our residents can congregate at a reasonable cost, in such a beautiful setting, is significant, but the fact that it is by far our largest revenue producer is what makes it so vital to the entire Town. The revenue generated at this facility would be used for the dual purpose of helping to cover our expense budget and as well as to defray any debt service.

As you weigh these options, my fellow commissioners and I would like you to hear some of the thought processes that went into our decision.

The Penfield Building Committee presented several options to the Parks & Recreation Commission at its meeting on July 16, 2014 and at subsequent meetings were given updates as the Building Committee continued its work. We understand the options to be:

- Fix and Repair the present facility in place. Although the Commission would prefer to replace the building that was just recently renovated we were informed that to "Fix and Repair" on the same type foundation at the same height may not be approved by a structural engineer and would leave the facility at risk. The Commission felt that was, in our opinion, not even an option.
- Complete demolition of the facility with no amenities To offer no amenities at a beachfront of this size with the number of patrons visiting daily is, again in our opinion, not even an option.
- Construct a smaller beach facility, with restrooms concession and a First Aid/lifeguard station. Demolishing the current building, and constructing a smaller beach facility is not a fiscally responsible option as it does not offer the needed amenities of a large covered deck area, large restrooms area with

showers, a large concession facility and a gathering room. This significantly reduces our revenues and our ability to defray our debt service.

Raise the existing facility onto a pile-supported foundation, remove the
 existing locker area and add restrooms and shower facilities. Reconstructing the original facility, with the exception of lockers, along
 with these other amenities, was the only option that our Commission felt
 was right for Fairfield and its residents. We hope you will agree with our
 recommendation because otherwise, how will the Town recoup this loss of
 revenue? What will Town Departments be asked to cut in future budgets?

I would like to close with this thought. Fairfield is celebrating its 375th Anniversary this year and for over one third of its existence, there has been a Penfield pavilion on this beach. For over one hundred and twenty years there has been a pavilion on this exact spot. Penfield Beach, has been a focal point of not just our, but Connecticut's shoreline. Gathering at the Penfield I Pavilion has defined the beginning, middle and end of the summer season for Fairfielders for decades. Fairfield is rich with history. Think about it - what would Fairfield be without the Burr Mansion? Our Old Town Hall? The Sun Tavern? We protect our historic sites, because they are our identity. Without a pavilion at the site of Penfield I, Fairfield loses a large part of that identity.

Town of Fairfield

Penfield Pavilion I

Financial Analysis

October, 22, 2014

The attached analysis includes information provided by FEMA, the Penfield Building Committee, and the Town's Parks and Recreation Department. The FEMA calculation is necessary for the analysis of alternative projects. The reimbursement calculation for alternative projects is based upon the FEMA calculation, independent of project costs.

The Town provided FEMA with the engineering damage estimates in July of 2013. FEMA has been very slow in responding, and it wasn't until the Town requested Connecticut's congressional delegation to help expedite matters, that FEMA produced a repair estimate which was e-mailed to the Town on October 23, 2014. However, no formal document has been issued, and as such, the reimbursement calculations included in this analysis are subject to change.

The Town is continuing to work with FEMA to realize optimal reimbursement.

Town of Fairfield Penfield Pavilion I Debt Issued (In Thousands)

Completion Year: Construction Cost To Date:

2011 \$4,601 (1)

<u>Date</u> July 2007	Debt <u>Issued</u> \$485	Total P & I (2) <u>Debt Service</u> \$598	Outstanding Balance (2) @ 9/30/2014 \$210
July 2009	175	215	159
July 2011	3,080	3,962	3,820
Totals	\$3,740	\$4,775	\$4,189

(1) Paid for as follows:

,	
Debt Issued	\$3,740
Park and Rec Trust	250
CDBG	400
UI	35
To Be Bonded	176 *
Total Construction Cost	\$4,601
· · · · · · · · · · · · · · · · · · ·	

^{*}Projected Debt Svc.

\$230

(2) Adjusted for Bond Premium Proceeds

Town of Fairfield Penfield Pavilion 1 Options - Original Building Repair and/or Improve

Page 2

FEMA Reimbursement Calculation	
Total Project Cost	\$3,222,044
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Net Facility Cost for FEMA Reimbursement Calculation	\$973,044
FEMA Reimbursement @ 75%	\$729,783
Town Funding for Project	
Total Project Cost	\$3,222,044
Less: FEMA Reimbursement @ 75%	(729,783)
Total Town Project Cost	2,492,261
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	\$742,261

\$5,558,399 (2,250,000)

1,000

\$3,309,399

Less: Insurance Recovery Funds Including Deductible Plus: FEMA Credit Toward Deductible Net Facility Cost for FEMA Reimbursement Calculation

FEMA Reimbursement Calculation

Total Project Cost

OPTION 1B

Repair in Place & Elevate

\$729,783	FEMA Reimbursement @ 75%	\$2,482,049
	Town Funding for Project	
\$3,222,044	Total Project Cost	\$5,558,399
(729,783)	Less: FEMA Reimbursement @ 75%	(2,482,049)
2,492,261	Less: CDBG Funds	(200,000)
(1,750,000)	Total Town Project Cost	2,576,350
\$742,261	Less: Insurance Recovery Funds Net Deductible	(1,750,000)
	Net Town Funding for Project	\$826,350

Reconstruct original facility without lockers	
13,971 square feet	
FEMA Reimbursement Calculation	
Total Project Cost	\$4,558,399
Less: Insurance Recovery Funds Including Deductible	(2,250,000)
Plus: FEMA Credit Toward Deductible	1,000
Net Facility Cost for FEMA Reimbursement Calculation	\$2,309,399
FEMA Reimbursement @ 75%	\$1,732,049
Town Funding for Project	
Total Project Cost	\$4,558,399
Less: FEMA Reimbursement @ 75%	(1,732,049)
Less: CDBG Funds	(200,000)
Total Town Project Cost	2,326,350
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	\$576,350

Town of Fairfield Penfield Pavilion I Options - Alternate Projects, Footprint Change - Not Eligible For Mitigation

Page 2A

OPTION 7B Reconstruct original facility without lockers		FU
13,971 square feet		
FEMA Reimbursement Calculation FEMA - PW Repair Estimate Used For Calculation	\$4,188,000	出出
FEMA Eligibility @ 90% Less: Insurance Recovery Funds Including Deductible Plus: FEMA Credit Toward Deductible	\$3,769,200 (2,250,000) 1,000	H 등 등
Net Facility Cost for FEMA Reimbursement Calculation	\$1,520,200	
FEMA Reimbursement @ 75% of Net Facility Cost *	\$1,140,150	쁘
Town Funding for Project	945 855 8 5	
Less: FEMA Reimbursement *	(1,140,150)	<u></u>
Less: CDBG Funds	(200,000)	
Total Town Project Cost	2,918,249	<u>e</u>
Less: Insurance Recovery Funds Net Deductible	(1,750,000)	
Net Town Funding for Project	\$1,168,249	
* Maximum reimbursement amount		<u> </u>

6 NOILdO	
Demolish current facility and construct smaller beach facility 5,000 square feet	
FEMA Reimbursement Calculation FEMA - PW Repair Estimate Used For Calculation	\$4,188,000
FEMA Eligibility @ 90% Less: Insurance Recovery Funds Including Deductible	\$3,769,200
Plus: FEMA Credit Toward Deductible	1,000
Net Facility Cost for FEMA Reimbursement Calculation	\$1,520,200
FEMA Reimbursement @ 75% of Net Facility Cost *	\$1,140,150
Town Funding for Project	
Total Project Cost	\$2,860,246
Less: FEMA Reimbursement *	(1,140,150)
Less: CDBG Funds	(200,000)
Total Town Project Cost	1,220,096
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	(\$529,904)
* Maximum reimbursement amount	

FEMA Reimbursement Calculation FEMA - PW Repair Estimate Used For Calculation	\$4,188,000
FEMA Eligibility @ 90% Less: Insurance Recovery Funds Including Deductible Plus: FEMA Credit Toward Deductible Net Facility Cost for FEMA Reimbursement Calculation	3,769,200 (2,250,000) 1,000 \$1,520,200
FEMA Reimbursement @ 75% of Net Facility Cost	\$1,140,150
Town Funding for Project Total Project Cost	\$808,631 (1)
Less: FEMA Reimbursement @ 75% of Project	(606,473)
Total Town Project Cost	202,158
Less: Insurance Recovery Funds Net Deductible	(1,750,000)
Net Town Funding for Project	(\$1,547,842)

Town of Fairfield
Comparative Schedule of Incremental General Fund Revenue and Expenses
Penfield Pavilion I

Year One of Operations - Excluding Sunk Costs

Original Building Repair and/or Improve

															104	0.16		(3)	1 0
Option 7A	Reconstruct original facility	without lockers		\$75,000	0	47,000	40,000	0	0	162,000		39,000	15,000	4,000	12,500	70,500	91,500	45,569	\$45,931
Option 1B	Repair In Place &	Elevate		\$75,000	38,000	47,000	000,005	0	0	210,000		46,000	15,000	4,000	12,500	77,500	132,500	65,381 (2)	\$67,119
Option 1A	Repair & Protect/	Bulkhead		\$75,000	38,000	47,000	20,000	0	0	210,000		46,000	15,000	4,000	12,500	77,500	132,500	58,645 (1)	\$73,855
			Revenue	Rental Penfield 1	Changing Rooms	Concession Fee	Parking Revenue	Insurance Recovery Surplus	Interest income on Ins. Recovery Surplus	Total	Operational Expenses	Salary/ Wages	Operations	Flood Insurance	Electric	Total	Surplus From Operations	Debt Service - New Facility	Total Surplus/(Deficit)

⁽¹⁾ Represents debt service of \$740,000 debt issued for facility.

⁽²⁾ Represents debt service of \$825,000 debt issued for facility.

⁽³⁾ Represents debt service of \$575,000 debt issued for facility.

Town of Fairfield

PAGE 3A

Comparative Schedule of Incremental General Fund Revenue and Expenses Penfield Pavilion I

Year One of Operations - Excluding Sunk Costs

Alternate Projects, Footprint Change - Not Eligible For Mitigation

	Option 7B	Option 8	Option 9
	Reconstruct original facility	Fully Demolish - No further	Demolish current facility
	without lockers	Construction	and construct smaller beach
			facility
Revenue			
Rental Penfield 1	\$75,000	0\$	0\$
Changing Rooms	0	0	0
Concession Fee	47,000	0	23,000
Parking Revenue	40,000	25,000	40,000
Insurance Recovery Surplus	(1) 0	1,547,842	529,904
Interest Income on Ins. Recovery Surplus	(2)	30,957	10,598
Total	162,000	1,603,799	603,502
Operational Expenses			
Salary/ Wages	39,000	0	17,000
Operations	15,000	0	10,000
Flood Insurance	4,000	0	4,000
Electric	12,500	0	4,500
Total	70,500	0	35,500
Surplus From Operations	91,500	1,603,799	568,002
Debt Service - New Facility	92,326 (3)	0 (9	0
Total Surplus/(Deficit)	(\$856)	\$1,603,799	\$568,002

⁽¹⁾ Represents excess of insurance recovery over net cost to Town.

⁽²⁾ Represents 2% interest on insurance recovery surplus.

⁽³⁾ Represents debt service of \$1,165,000 debt issued for facility.

Town of Fairfield Comparative Schedule of Estimated Incremental General Fund Revenue and Expense

PAGE 4

Penfield Pavilion I
Year One of Operations - Including Sunk Costs

Original Building Repair and/or Improve

Option 7A Reconstruct original facility without lockers	\$75,000 0 47,000 40,000	0 0 162,000	39,000 15,000 4,000 12,500 70,500	91,500 320,582 7,925 328,507	(3) 45,569 (4) 374,076 (5282,576)
<u>Option 1B</u> Repair In Place & Elevate	\$75,000 38,000 47,000 50,000	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	46,000 15,000 4,000 12,500 77,500	320,582 7,925 328,507	393,888 (\$261,388)
Option 1A Repair & Protect/ Bulkhead	\$75,000 38,000 47,000 50,000	210,000	46,000 15,000 4,000 12,500 77,500	320,582 7,925 328,507	58,645 (2) 387,152 (\$254,652)
Op Repair Bu				(1)	
	Revenue Rental Penfield 1 Changing Rooms Concession Fee Parking Revenue	ratking keveriue Insurance Recovery Surplus Interest Income on Ins. Recovery Surplus Total	Operational Expenses Salary/ Wages Operations Flood Insurance Electric	Surplus From Operations Sunk Cost Debt Service Sunk Cost Debt Service Debt Service - Post Sandy Total	Debt Service - New Facility Total Debt Total Surplus/(Deficit)

⁽¹⁾ Represents debt service of \$100,000 debt issued. (75% FEMA Reimbursement on \$400,000 expended post Storm Sandy to date.)

⁽²⁾ Represents debt service of \$740,000 debt issued for facility.

⁽³⁾ Represents debt service of \$825,000 debt issued for facility.

⁽⁴⁾ Represents debt service of \$575,000 debt issued for facility.

Town of Fairfield
Comparative Schedule of Incremental General Fund Revenue and Expenses
Penfield Pavilion I

Year One of Operations - Including Sunk Costs

Alternate Projects, Footprint Change - Not Eligible For Mitigation

Option 9 Demolish current facility and construct smaller beach facility	\$0 0 23,000 40,000 529,904 10,598 603,502	17,000 10,000 4,000 35,500	\$68,002 320,582 7,925 328,507	328,507
Option 8 Fully Demolish - No further Construction	\$0 0 0 25,000 1,547,842 30,957 1,603,799	0000	320,582 7,925 328,507	328,507
Option 7B Reconstruct original facility without lockers	\$75,000 0 47,000 40,000 (1) 0 (2) 0	39,000 15,000 4,000 12,500 70,50 0	320,582 (3) 7,925 328,507	92,326 (4) 420,833 (\$329,333)
	Revenue Rental Penfield 1 Changing Rooms Concession Fee Parking Revenue Insurance Recovery Surplus Interest Income on Ins. Recovery Surplus	Operational Expenses Salary/ Wages Operations Flood Insurance Electric Total	Surplus From Operations Sunk Cost Debt Service Sunk Cost Debt Service Debt Service - Post Sandy Total	Debt Service - New Facility Total Debt Total Surplus/(Deficit)

⁽¹⁾ Represents excess of insurance recovery over net cost to Town.

⁽²⁾ Represents 2% interest on insurance recovery surplus.

⁽³⁾ Represents debt service of \$100,000 debt issued. (75% FEMA Reimbursement on \$400,000 expended post Storm Sandy to date.)

⁽⁴⁾ Represents debt service of \$1,165,000 debt issued for facility.

Town of Fairfield Detail Schedule of Estimated Incremental General Fund Revenue and Expense First Twenty Years of Operation - Excluding Sunk Cost Debt Service Penfield Pavilion I

Original Building Repair and/or Improve

(1)			(4)
Option 7A Reconstruct original facility without lockers	\$3,969,155 0 1,163,874 1,384,739 0 0 6,517,768	1,143,168 373,097 97,189 303,717 1,917,172	747,500 (\$3,853,096
(1)	1.1	1.1	e ' "
Option <u>1B</u> Repair In Place & Elevate	\$3,969,155 889,668 1,163,874 1,394,739 0 7,417,436	1,340,294 373,097 97,189 303,717 2,114,298	5,303,138 1,072,500 \$4,230,638
(1)		11	<u>2</u>
Option 1A Repair & Protect/ Bulkhead	\$3,969,155 889,668 1,163,874 1,394,739 0 0 0 7,417,436	1,340,294 373,097 97,189 303,717 2,114,298	5,303,138 962,000 (2) \$4,341,138
	Revenue Rental Penfield 1 Changing Rooms Concession Fee Parking Revenue Insurance Recovery Surplus Interest Income on Ins. Recovery Surplus	Operational Expenses Salary/ Wages Operations Flood Insurance Electric Total	Surplus From Operations Debt Service - New Facility Total Surplus/(Deficit)

⁽¹⁾ See Appendix A for Revenue Detail. Revenue increased 2% per year for years 4 through 20.

11/6/2014

⁽²⁾ Represents debt service of \$740,000 debt issued for facility.

⁽³⁾ Represents debt service of \$825,000 debt issued for facility.

⁽⁴⁾ Represents debt service of \$575,000 debt issued for facility.

Town of Fairfield
Detail Schedule of Estimated Incremental General Fund Revenue and Expense
First Twenty Years of Operation - Excluding Sunk Cost Debt Service
Penfield Pavilion I

Page 5A

Alternate Projects, Footprint Change - Not Eligible For Mitigation

Option 9 Demolish current facility and construct smaller beach facility	0\$	0 569,160	936,492	529,904 257,505	2,293,062		419,922	247,271	97,189	109,338	873,720	1,419,343	0	\$1,419,343
Option 8 Fully Demolish - No further Construction	0\$	0 0	585,308	1,547,842 752,170	2,885,320		0	0	0	0	0	2,885,320	0	\$2,885,320
Option 7B Reconstruct original facility without lockers	\$3,969,155	0 1,163,874	1,384,73	(2) 0 (3) 0	6,517,768		1,143,168	373,097	97,189	303,717	1,917,172	4,600,596	1,514,500 (4)	\$3,086,096
	Revenue Rental Penfield 1	Changing Rooms Concession Fee	Parking Revenue	Insurance Recovery Surplus Interest Income on Ins. Recovery Surplus	Total	Operational Expenses	Salary/ Wages	Operations	Flood Insurance	Electric	Total	Surplus From Operations	Debt Service - New Facility	Total Surplus/(Deficit)

⁽¹⁾ See Appendix A for Revenue Detail. Revenue increased 2% per year for years 4 through 20.

⁽²⁾ Represents excess of insurance recovery over net cost to Town.

⁽³⁾ Represents 2% compounded interest over 20 years on excess of insurance recovery over net cost to Town.

⁽⁴⁾ Represents debt service of \$1,165,000 debt issued for facility.

Town of Fairfield

PAGE 6

Schedule of Estimated Incremental General Fund Revenue and Expense First Twenty Years of Operation - Including Sunk Cost Debt Service Penfield Pavilion I

Original Building Repair and/or Improve

(1)				(5)
Option 7A Reconstruct original facility without lockers	\$3,969,155 0 1,163,874 1,384,739 0 0 6,517,768	1,143,168 373,097 97,189 303,717 1,917,172	4,600,596 3,443,796 130,000 3,573,796	747,500 4,321,296 \$279,300
(1)	11.	1.1	1 11	3
<u>Option 1B</u> Repair In Place & Elevate	\$3,969,155 889,668 1,163,874 1,394,739 0 0 7,417,436	1,340,294 373,097 97,189 303,717 2,114,298	5,303,138 3,443,796 130,000 3,573,796	1,072,500 (4) 4,646,296 \$656,842
(1)			1 11	<u>(3)</u>
Option 1A Repair & Protect/ Bulkhead	\$3,969,155 889,668 1,163,874 1,394,739 0 0	1,340,294 373,097 97,189 303,717 2,114,298	5,303,138 3,443,796 130,000 3,573,796	962,000 4,535,796 \$767,342
			(2)	
	Revenue Rental Penfield 1 Changing Rooms Concession Fee Parking Revenue Insurance Recovery Surplus Interest Income on Ins. Recovery Surplus	Operational Expenses Salary/ Wages Operations Flood Insurance Electric	Surplus From Operations Sunk Cost Debt Service Sunk Cost Debt Service Debt Service - Post Sandy Total	Debt Service - New Facility Total Debt Total Surplus/(Deficit)

⁽¹⁾ See Appendix A for Revenue Detail. Revenue increased 2% per year for years 4 through 20.

⁽²⁾ Represents debt service of \$100,000 debt issued. (75% FEMA Reimbursement of \$400,000 expended post Storm Sandy to date.)

⁽³⁾ Represents debt service of \$740,000 debt issued for facility.

⁽⁴⁾ Represents debt service of \$825,000 debt issued for facility.

⁽⁵⁾ Represents debt service of \$575,000 debt issued for facility.

PAGE 6A

Schedule of Estimated Incremental General Fund Revenue and Expense First Twenty Years of Operation - Including Sunk Cost Debt Service Penfield Pavilion I

Alternate Projects, Footprint Change - Not Eligible For Mitigation

Option 9 (1) Demolish current facility and construct smaller beach facility	\$0 0 0 569,160 936,492 529,904 257,505 2,293,062	419,922 247,271 97,189 109,338 873,720 1,419,343	3,443,796 130,000 3,573,796	3,573,796
<u>Option 8</u> Fully Demolish - No further Construction	\$0 0 0 585,308 1,547,842 752,170 2,885,320	0 0 0 0 0 2,885,320	3,443,796 130,000 3,573,796	3,573,796
Option 7B Reconstruct original facility without lockers	\$3,969,155 0 1,163,874 1,384,739 0 (3) 6,517,768	1,143,168 373,097 97,189 303,717 1,917,172 4,600,596	3,443,796 130,000 3,573,796	5,088,296 (\$487,700)
	Revenue Rental Penfield 1 Changing Rooms Concession Fee Parking Revenue Insurance Recovery Surplus Interest Income on Ins. Recovery Surplus	Operational Expenses Salary/ Wages Operations Flood Insurance Electric Total Surplus From Operations	Sunk Cost Debt Service Sunk Cost Debt Service Debt Service - Post Sandy Total	Debt Service - New Facility Total Debt Total Surplus/(Deficit)

⁽¹⁾ See Appendix A for Revenue Detail. Revenue increased 2% per year for years 4 through 20.

⁽²⁾ Represents excess of insurance recovery over net cost to Town.

⁽³⁾ Represents 2% compounded interest over 20 years on excess of insurance recovery over net cost to Town.

⁽⁴⁾ Represents debt service of \$100,000 debt issued. (75% FEMA Reimbursement on \$400,000 expended post Storm Sandy to date.)

⁽⁵⁾ Represents debt service of \$1,165,000 debt issued for new facility.

Appendix A

Option 1 Repair and Protect

	Year 1	Year 2	Year 3
Revenue			
Rental Penfield 1	\$75,000.00	\$147,000.00	\$175,000.00
Changing Rooms	\$38,000.00	\$38,000.00	\$38,000.00
Concession Fee	\$47,000.00	\$48,400.00	\$49,900.00
Parking Revenue	\$50,000.00	\$60,000.00	\$60,000.00
Total Revenue	\$210,000.00	\$293,400.00	\$322,900.00

Option 7
Raise West Wing, reset on pile supported foundation, demolish East Wing add addition to east elevation

	Year 1	Year 2	Year 3
Revenue			
Rental Penfield 1	\$75,000.00	\$147,000.00	\$175,000.00
Changing Rooms	\$0.00	\$0.00	\$0.00
Concession Fee	\$47,000.00	\$48,400.00	\$49,900.00
Parking Revenue	\$40,000.00	\$60,000.00	\$60,000.00
Total Revenue	\$162,000.00	\$255,400.00	\$284,900.00

Option 9
Complete Demolition, site reconstruction and construct smaller beach facility

	Year 1	Year 2	Year 3
Revenue			
Rental Penfield 1	\$0.00	\$0.00	\$0.00
Changing Rooms	\$0.00	\$0.00	\$0.00
Concession Fee	\$23,000.00	\$23,700.00	\$24,400.00
Parking Revenue	\$40,000.00	\$40,000.00	\$40,000.00
Total Revenue	\$63,000.00	\$63,700.00	\$64,400.00