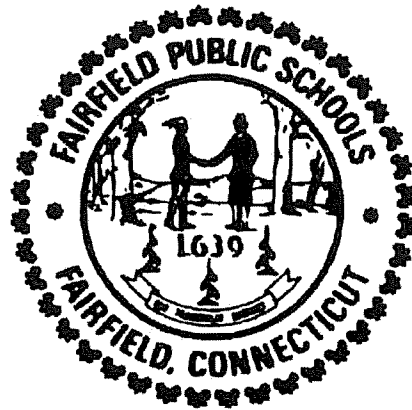


FAIRFIELD  
SCHOOL  
ADMINISTRATORS  
ASSOCIATION



JULY 1, 2022– JUNE 30, 2025

**TABLE OF CONTENTS**

ARTICLE I - GENERAL.....2

ARTICLE II - RECOGNITION .....2

ARTICLE III - AGENCY SHOP .....3

ARTICLE IV - TRANSFER & ASSIGNMENTS OF ADMINISTRATORS .....3

ARTICLE V - REDUCTION/ELIMINATION OF POSITION .....4

ARTICLE VI - VACANCIES.....9

ARTICLE VII - GRIEVANCE & ARBITRATION PROCEDURE .....9

ARTICLE VIII - LEAVES OF ABSENCE .....12

ARTICLE IX - PROFESSIONAL GROWTH .....15

ARTICLE X - PAYROLL DEDUCTIONS.....15

ARTICLE XI - SALARIES .....15

ARTICLE XII - BENEFIT PROGRAMS .....16

ARTICLE XIII - WORK YEAR.....19

ARTICLE XIV - ADMINISTRATOR FILES .....19

ARTICLE XI - MID-CONTRACT NEGOTIATIONS.....20

ARTICLE XVI - NO STRIKE .....20

ARTICLE XVII- GENERAL SAVINGS CLAUSE .....20

ARTICLE XVIII - MISCELLANEOUS .....20

ARTICLE XIX - DURATION.....21

SCHEDULE A – 2019-20 ADMINISTRATION SALARIES.....22

SCHEDULE B - 2020-21 ADMINISTRATION SALARIES.....24

SCHEDULE C - 2022-25 ADMINISTRATION SALARIES .....26

APPENDIX D – INSURANCE PRIOR TO STATE PLAN 2.0 .....2

## **AGREEMENT**

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

### **ARTICLE I**

#### **GENERAL**

##### **Section 1**

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

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

##### **Section 2**

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

##### **Section 3**

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

### **ARTICLE II**

#### **RECOGNITION**

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

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

### ARTICLE III

#### AGENCY SHOP

##### Section 1

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

##### Section 2

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

##### Section 3

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

### ARTICLE IV

#### TRANSFER & ASSIGNMENTS OF ADMINISTRATORS

##### Section 1

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

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

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

**Section 2**

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

**ARTICLE V**

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

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

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

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

d. Tenured staff with Professional Certificate and ten (10) or more years of service in the Fairfield Public Schools.

B. Where there are more individuals within the category than necessary to reduce, least senior administrators shall be terminated before more senior administrators, provided that those administrators remaining are, in the judgment of the Superintendent, equally or more qualified to perform the work available after the reduction. This shall be based upon the following criteria: education, certification, unique qualifications, salary status, and job description analysis.

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

Education:

has an undergraduate and graduate major directly related to the classification 10 points

has either an undergraduate or graduate major directly related to the classification 8 points

has a graduate or undergraduate minor directly related to the classification 6 points

Certification:

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

Unique Qualifications:

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

Salary Status:

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

Bachelor's

2 points

**Job Description Analysis:**

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

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

- b. The category of "Not Up to Fairfield Expectations" will not be assigned to a staff member under any item in the job description unless the staff member has been previously made aware, formally or informally, of the concern by the immediate supervisor.
- c. Individuals may request a conference prior to the completion of the Job Description Analysis by the immediate supervisor at which at least the following might be accomplished: (a) the individual and the supervisor will discuss those persons to be "consulted" in the preparation of the Job Description Analysis; (b) the individual might provide the immediate supervisor with any information of which the supervisor might not be aware which is appropriate to the Analysis.
- d. Staff members may add comments at the bottom of the Job Description Analysis before it is submitted to the Superintendent if they feel the Job Description Analysis is not fully representative of their qualifications. The immediate supervisor shall review and comment upon any such addition.
- e. Job Description Analyses will be used only for the purpose of Reduction in Force.
- f. Reviews of point assignments will be undertaken by the Superintendent or designee where it is felt that there may have been an error in computation or in the assignment of points.
- g. In the event an administrator is displaced to an administrative classification with a salary lower than that which the displaced administrator previously enjoyed, such administrator's salary shall be 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement. After the second year, the Administrator shall receive the salary of the lower level administrator.

h. In the event an administrator is displaced to a teaching position, then, upon the happening of such event, the displaced administrator shall be paid a separation allowance. The separation allowance will be paid in ten (10) equal installments each year commencing on September 1st of the first school year of displacement and computed annually as follows: 100% of the Administrator's salary in the first year of displacement; 50% of the difference in the salaries in the second year of displacement. After the second year, the Administrator shall receive the salary of the teacher. The staff with the highest accumulation of points awarded will be retained and/or recalled first. In the event of a tie in the total number of accumulated points;

1. The employee with the greatest number of points under the Job Description Analysis shall be retained or recalled first.
2. In the event that there still exists a tie, the employee with the greatest number of years of Fairfield experience under contract in the Classification shall be retained or recalled first.
3. In the event that there still exists a tie, the individual with the greatest number of years under contract in assignments covered by this bargaining unit shall be retained or recalled first.
4. In the event that there still exists a tie, then the individual with the greatest number of years under contract in the Fairfield Public Schools shall be retained or recalled first.
5. In the event that there still exists a tie, then the Superintendent will make a recommendation to the Board of Education whose decision shall be final.

D. If, through the above process, an Administrator is subject to Reduction In Force, he/she will be offered an administrative opening, if one exists in any other classification firstly of equal salary and secondly of lower salary, for which the individual is qualified. Open or vacant positions shall include those held by consultants, retirees, temporary assignees or acting appointees.

E. Recall:

- a. Any administrator who, through this process, has been reduced in salary or separated from employment, shall be placed on a re-appointment list and shall remain thereon until re-appointment or for two (2) years, whichever shall first occur, provided such administrator does not refuse a re-appointment.



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

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

## ARTICLE VI

### VACANCIES

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

## ARTICLE VII

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1. - Purpose

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

#### Section 2. - Definitions

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

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

**Section 3. - Informal**

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

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

**Section 4. - Formal**

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

- A. A statement of the nature of the dispute.
- B. A citation of the specific contract or policy language alleged to have been violated (or past practice, policy, and regulation).
- C. A terse statement of what action has given rise to the grievance.
- D. A statement of what remedy the grievant is seeking.

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

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

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

If the aggrieved and/or The Association is not satisfied with the Superintendent's decision, he or she may, within five (5) days after the decision, submit the grievance for appeal to the Board. The Board shall, no later than its next scheduled meeting, or within fifteen (15) days, whichever occurs first, meet with the grievant and any representative of The Association for the purposes of hearing the grievance and making a determination in the matter. The Board shall render its decision and the reasons therefore in writing to the aggrieved person with copies to The Association within three (3) days after such meeting.

## **Step 3. - Arbitration**

If The Association is not satisfied with the disposition of the grievance by The Board, it may, within ten (10) days of receipt of such Board decision submit the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association and notifying the Board in writing. The Chairman of The Board and the President of the Association, or their designated representatives shall, within five (5) days after such written notice, jointly select a single arbitrator or request from AAA their listing of available arbitrators. If the parties are unable to agree upon an arbitrator, it is agreed that the selection of an arbitrator shall be determined by the then existing rules and regulations of the American Arbitration Association. The arbitrator shall be without power or authority to alter, amend, delete or disregard provisions of this Agreement, and the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the provisions of the Agreement. The decision of the arbitrator shall be final and binding with regard to grievances claiming a misinterpretation, misapplication or inequitable application of the Collective Bargaining Agreement or failure to follow the established procedures of the evaluation and support programs. For alleged misinterpretation, misapplication or inequitable application of policy, the decision shall be advisory unless the parties agree in writing beforehand that such decision shall be binding upon all parties of interest. The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Nothing shall prevent either party from attempting to modify, vacate, or enforce such decision in court.

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

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

**ARTICLE VIII**

**LEAVES OF ABSENCE**

**Section 1. - General**

- A. Any tenured certified professional employee may be granted a leave of absence of up to two years without pay for the purpose of study, travel, service in an organization such as VISTA, or the Peace Corps, employment in a field, related to his/her teaching/administrative area, illness or other purpose as approved by the Superintendent.
- B. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.
- C. Any person on leave of absence, upon filing written notice of intent to return at least 120 calendar days prior to expiration of the leave shall be reinstated in a position in the Fairfield Public Schools comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall Procedures of this Agreement.

**Section 2. - Childrearing Leave**

- A. Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of Schools, or designee, to an extended leave without pay for purposes of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or reasonable requested portion thereof in which the child is born, adopted, or fostered, and for an additional school year if requested by the employee.
- B. Childrearing leave shall be subject to the following provisions:
  - 1. Employees requesting leave shall submit not less than thirty (30) calendar days written notice of the anticipated date of ending performance of duties.
  - 2. While on a leave the individual shall be allowed to maintain the prevailing insurance coverage of the Collective Bargaining Unit by paying an amount equal to such premiums to the Board of Education in four equal quarterly payments in advance.

3. Any tenured certified professional employee on childrearing leave, upon filing written notice of intent to return at least 60 calendar days prior to expiration of the leave, shall be reinstated in a position in the Fairfield Public Schools, comparable to that held at the time of granting of the leave. Every reasonable effort will be made to reinstate the individual in the position held at the commencement of the leave of absence. It is understood that the reinstatement of said person returning from the leave of absence may affect the employment status of other staff members in accordance with the requirements of the Connecticut General Statutes and the Separation and Recall procedures of this Agreement.
4. Non-tenured personnel on childrearing leave will be granted priority for a position in Fairfield Public Schools based upon certification. Every reasonable effort will be made to reinstate the person on leave of absence in the present position upon return.
5. Personnel on childrearing leave who accept full-time employment or employment which approaches full-time may lose rights granted to this section at the discretion of the Superintendent. An individual coming under the provisions of this item is entitled to use of the grievance procedure.

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

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

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

**Section 4. - Sick Leave**

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

**Section 5. - Permissible Absence**

- A. In case of death in the family or immediate household of any regular employee, such employee shall be entitled to leave with full pay for not more than five days.
- B. Up to five days in each school year may be allowed with pay for such absences which, in the opinion of the Superintendent of Schools, are considered unavoidable and reasonable, including the observances of major religious holidays. One of these days, may be taken as a private day, with no restrictions to when the day may be taken.
- C. Up to three additional days may be allowed for causes which, while not unavoidable, are deemed important and reasonable by both the employee and the Superintendent of Schools. These three days may be made available to the employee with pay equal to the difference between the regular salary and the pay of the substitute. Such absences are to be exclusive of allowable sick leave.
- D. Any salary deduction shall be calculated on a per diem basis.

**Section 6. - Jury Duty**

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

## ARTICLE IX

### PROFESSIONAL GROWTH

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

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

## ARTICLE X

### PAYROLL DEDUCTIONS

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

## ARTICLE XI

### SALARIES



**Section 1**

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

**Section 2**

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

**Section 3**

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

**Section 4**

Recognition for Advance Study

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

**ARTICLE XII**

**BENEFIT PROGRAMS**

## **Section 1 - Health Insurance**

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

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

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

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

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

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

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

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

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

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

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

Upon retiring on or after July 1, 1993, administrators with sufficient quarters to qualify for automatic Medicare Part A coverage at age 65 will be covered with medical insurance as required by Connecticut State Statute with costs borne by the employee. This medical coverage will include a Medicare carve out. The Medicare carve out will be designed to coordinate with Medicare in order to provide a similar benefit to those enjoyed by active employees. The Medicare carve out will assume that plan participants are covered by Medicare Parts A and B and these are primary to the Board's medical insurance even in the event that the participant does not take Medicare Part A and Part B.

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

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

**Section 5 - Term Life Insurance**

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

**ARTICLE XIII**

**WORK YEAR**

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

**ARTICLE XIV**

**ADMINISTRATOR FILES**

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

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

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

#### ARTICLE XV

#### MID-CONTRACT NEGOTIATIONS

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

#### ARTICLE XVI

#### NO STRIKE

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

#### ARTICLE XVII

#### GENERAL SAVINGS CLAUSE

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

#### ARTICLE XVIII

#### MISCELLANEOUS

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

**ARTICLE XIX**

**DURATION**

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

FAIRFIELD SCHOOL ADMINISTRATORS' ASSOCIATION

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

\_\_\_\_\_  
Date

FAIRFIELD BOARD OF EDUCATION

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

**SCHEDULE A**

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

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

SV - +\$2,000

DR - +\$4,000

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

SCHEDULE A

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

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

SV - +\$2,000  
DR - +\$4,000



**SCHEDULE B**

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

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

SV - +\$2,000

DR - +\$4,000

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

SCHEDULE B

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

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

SV - +\$2,000

DR - +\$4,000

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

**SCHEDULE C**

**FAIRFIELD SCHOOL ADMINISTRATION SALARIES**

For administrators employed as of June 30, 2019

2022-23

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

2023-24

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

2024-25

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

SV - +\$2,000

DR - +\$4,000

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

SCHEDULE C

FAIRFIELD SCHOOL ADMINISTRATION SALARIES

For administrators hired on or after July 1, 2019

2022-23

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

2023-24

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

2024-25

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

SV - +\$2,000

DR - +\$4,000

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

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

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

Medical Benefits	PPO	
	In Network	Out of Network
Deductible (ind/fam)	\$0	\$325/\$650/\$975
Coinsurance	0%	20%
Out-of-Pocket Maximum <sup>(1)</sup>	\$5,000/\$10,000	\$1,075/\$2,150/\$3,225
Lifetime Maximum	Unlimited	Unlimited
Office Visit Copays	\$35	20% after ded.
Specialist Copay	\$40	20% after ded.
Hospital Copay	\$275	20% after ded.
Urgent Care Copay	\$35	Not Covered
Emergency Room Copay	\$150	\$150
Outpatient Surgery Copay	\$100	20% after ded.
Well Child Care	\$0	20% after ded.
Periodic, Routine Health Exam	\$0	20% after ded.
Routine Eye Exams	\$0	20% after ded.
Routine OB/Gyn Exam	\$0	20% after ded.
Mammography	\$0	20% after ded.
Hearing Screening	\$0	20% after ded.
Outpatient MH/SA	\$35	20% after ded.
Diagnostic Lab and X-Ray (hosp affiliated)	\$0	20% after ded.
Diagnostic Lab and X-Ray (free standing)	\$0	20% after ded.
Allergy Services	\$35	20% after ded.
Semi-Private Room	\$275	20% after ded.
Inpatient MH/SA	\$275	20% after ded.
Skilled Nursing Facility	\$275	20% after ded.
Inpatient Rehabilitative Services	\$275	20% after ded.
High Cost Diagnostics <sup>(2)</sup>	\$75	20% after ded.
Ambulance	\$0	\$0
Outpatient Rehabilitative Services	\$35	20% after ded.
Durable Medical Equipment	\$0	20% after ded.
<b>Benefit Description</b>		
<b>Prescription Benefits <sup>(3)</sup></b>	<b>PPO</b>	
Retail Generic	\$15	20% after ded.
Retail Brand Formulary	\$25	
Retail Brand Non-Formulary	\$40	

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

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

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

In the matter of Arbitration Between

FAIRFIELD SCHOOL  
ADMINSTRATORS ASSOCIATION

-and-

FAIRFIELD BOARD OF EDUCATION

:  
:  
:  
:  
:  
:  
:  
:

December 10, 2021

In accordance with Connecticut General Statute §10-153f the panel awards the attached stipulation of the parties as its award in the above referenced arbitration proceeding, which resolves all outstanding issues between the parties.

ARBITRATION PANEL

**William DeVane Logue**

---

William DeVane Logue, JD  
Chairperson, Arbitration Panel

**John M. Romanow**

---

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

**JAMES FERGUSON**

---

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

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

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

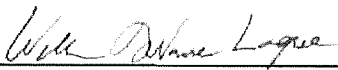
**Signature:** James Ferguson  
James Ferguson (Dec 10, 2021 14:45 EST)  
**Email:** jimferguson@fdclawoffice.com

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

**OATH FOR  
CHAIRPERSON OF ARBITRATION PANEL**

State of Connecticut :  
 : ss: West Hartford  
 County of Hartford :

The undersigned, representing the interests of the public in general, being duly sworn and being aware of the requirements for impartiality, hereby accepts the appointment as Chairperson of the Arbitration Panel to arbitrate the above subject and will faithfully and will faithfully and fairly hear and examine the matters in controversy between the above-named parties, in accordance with Section 10-153f of the Connecticut General Statutes, as amended, and will make a just award according to the best of my understanding.

  
\_\_\_\_\_  
William DeVane Logue, Chairperson, Arbitration Panel

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

**Jim Ferguson**

James Ferguson, Esq  
Commissioner of the Superior Court

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

Email: jimferguson@fdclawoffice.com



In the Matter of Binding Arbitration :  
 :  
 Between : Subject \_\_\_\_\_  
 : (Last Best Offer Binding Arbitration)  
 :  
 Fairfield Board of Education :  
 :  
 -and- :  
 :  
 Fairfield Schools Administrators' Association :

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


STATE OF CONNECTICUT :  
 : ss: Rocky Hill  
 COUNTY OF HARTFORD :

The undersigned, representing the interests of exclusive bargaining representatives of certified employees, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

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

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

William DeVane Logue  
 William DeVane Logue, JD  
 Commissioner of the Superior Court

Signature:   
James Ferguson (Nov 23, 2021 13:14 EST)  
 Email: jimferguson@fdclawoffice.com

Signature: *William DeVane Logue*  
William DeVane Logue (Nov 23, 2021 13:23 EST)  
 Email: william.logue@quinnipiac.edu

In the Matter of Binding Arbitration	:	Subject _____
	:	(Last Best Offer Binding Arbitration)
Between	:	
Fairfield Board of Education	:	
-and-	:	
Fairfield Schools Administrators' Association	:	

**OATH FOR  
ARBITRATORS REPRESENTING THE INTERESTS OF THE LOCAL AND  
REGIONAL BOARDS OF EDUCATION**

STATE OF CONNECTICUT	:	
	:	ss: Greenwich
COUNTY OF FAIRFIELD	:	

The undersigned, representing the interests of the local and regional boards of education, being duly sworn, hereby accepts the appointment as arbitrator representing the above-noted interests and will faithfully and fairly hear and examine the matters in controversy between the above-noted parties, in accordance with Section 10-153f of the Connecticut General Statutes, and will make a just award according to the best of my understanding.

Signed: John M. Romanow  
John M. Romanow, Esq.

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

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

**William DeVane Logue**  


---

William DeVane Logue, JD  
Commissioner of the Superior Court

**Signature:** John M. Romanow  
John M. Romanow [Oct 29, 2021 16:29 EDT]  
**Email:** jmromanow@aol.com

**Signature:** William DeVane Logue  
William DeVane Logue [Oct 29, 2021 16:34 EDT]  
**Email:** william.logue@quinnipiac.edu



33 Holbrook Road  
West Hartford, CT 06107  
www.LogueGroup.com  
Bill@LogueGroup.com  
T: +1.860.521.9122  
F: +1.480.393.5346

December 10, 2021

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

RECEIVED

DEC 13 2021

TOWN CLERK'S OFFICE  
FAIRFIELD, CT

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

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

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

Sincerely,

William DeVane Logue  
Panel Chair

Electronic Copy:

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

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

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

**THE ARBITRATION PANEL**

William DeVane Logue, J.D., – Chair and representing the interests of the public

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

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

**APPEARANCES**

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

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

RECEIVED

DEC 13 2021

TOWN CLERK'S OFFICE  
FAIRFIELD, CT

# CONTENTS

<b>Section</b>	<b>Page</b>
I. The Proceedings	1
II. Statutory Criteria	2
III. The Issue in Dispute and Parties Last Best Offers	2
IV. Discussion of the Statutory Factors	3
V. Award	10
VI. Dissent	11
VII. Agreed Upon Language Document	19
VIII. Arbitrators Signatures	49
IX. Arbitrators' Oaths	50

**I. THE PROCEEDINGS**

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

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

## **II. STATUTORY CRITERIA**

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

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

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

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

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

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

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

**Board (Board Ex. 6)**

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

**IV. DISCUSSION OF THE STATUTORY CRITERIA**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

and

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

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

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

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

---

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

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

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

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

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

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

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

The Association also submitted the just cause provisions for the other bargaining units in the Fairfield schools. The most relevant unit is the teachers as that employee group falls within the same statutory framework as the administrators. The teachers collective bargaining agreement just cause provision states in the contract July 2021-June 2024 is broad in scope with the exclusion of terminations. It states: “No teacher shall be disciplined in any manner without just cause. *This provision does not apply to teacher terminations which are covered under Connecticut General Statute §10-151.*” (Emphasis added.)

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

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

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

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

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

## V. AWARD

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

## VI. Dissent

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

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

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

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

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



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

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

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

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

I. Public Interest

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

---

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

II. Negotiations Between the Parties Prior to Arbitration

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

III. The Interest and Welfare of the Employee Group

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

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

---

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

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

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

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

**FERGUSON, DOYLE & CHESTER, P.C.**

ATTORNEYS AT LAW

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

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

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

**FERGUSON, DOYLE & CHESTER, P.C.**

ATTORNEYS AT LAW

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

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

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

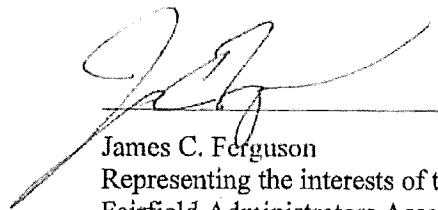
**FERGUSON, DOYLE & CHESTER, P.C.**

ATTORNEYS AT LAW

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

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

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



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

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

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