

**BOARD OF EDUCATION
SPECIAL MEETING MINUTES - A
FEBRUARY 17, 2015**

A special meeting of the Enfield Board of Education was held in the Conference Room at Henry Barnard Elementary School, located at 27 Shaker Road, Enfield, CT on February 17, 2015.

1. **CALL TO ORDER:** The meeting was called to order at 6:03 PM by Secretary Grady
2. **PLEDGE OF ALLEGIANCE:** Secretary Grady
3. **FIRE EVACUATION ANNOUNCEMENT:** Secretary Grady announced the fire evacuation announcement.
4. **ROLL CALL:**

MEMBERS PRESENT: Raymond Peabody, Lori Unghire, Vin Grady, Timothy Neville, Stacy Thurston and Tom Sirard (arrived at 6:20 PM)

MEMBERS ABSENT: David Wawer, Lori Unghire and Tina LeBlanc

ALSO PRESENT: Dr. Jeffrey Schumann, Superintendent; Mr. Christopher Drezek, Deputy Superintendent; John Coccia, Chief Personnel Officer and Attorney Richard Mills, Shipman & Goodwin

5. **PRESENTATION AND DISCUSSION RELATED TO ETA GRIEVANCE:**

Mr. Tod Couture, the ETA President presented his case regarding the interim administrator job posting grievance. He distributed folders to each Board member. He reviewed ETA Exhibits 1-8 and past history with the Board.

Mr. Couture added that the ETA is looking for the opportunity for their members to be able to apply for any subsequent position and interim position. He reviewed the 9 points listed on Exhibit 7. The ETA membership deserves the right to apply for these positions. We are not looking for this job to be reposted.

Mr. Peabody stated that the last bullet point summarizes your point. Mr. Couture stated we are looking for any future job postings to be posted.

Mr. Neville stated his interpretation of Article 9, section K-2 in Exhibit 3 is that all positions in the teachers bargaining unit would qualify. Mr. Couture stated in the second paragraph it lists "Where candidates are equally qualified, preference for positions in the bargaining unit shall be given to teachers currently employed by the Board."

Mr. Neville added that if you read the first sentence of that paragraph it makes sense. He believes this refers to positions listed in Article 2 or teacher positions in the contract.

Mr. Couture stated we have different interpretations of the contract. The first section lists the Superintendent shall establish and publish criteria to be used in the hiring of administrative personnel. The second section lists current bargaining unit members have the opportunity. We are looking for any promotional opportunities and the Humanities Coordinator position is a promotion with a salary change to have the opportunity to apply for this position.

Mr. Neville added that we call department heads as an administrative position. Mr. Couture stated they are not administrative positions.

Mr. Neville stated we use that term because they carry out some administrator functions. You are connecting language that he does not see.

Mr. Couture understands what Mr. Neville is saying but there are clear distinctions in the contract. Department heads are not promotional opportunities. They are teachers with added responsibilities. We are here because of interpretation.

Mr. Jonaitis stated you were looking for an opportunity for interim positions being posted for 6 months or less. Mr. Couture stated we signed an MOU for an unfair labor practice in September 2014. If a teacher becomes an interim administrator for 6 months or less, they will need to discuss this with the ETA. If they are going to be in this position for 7 months or longer, the ETA will not bargain for them, the Administrator's bargaining unit would bargain for them.

Mr. Jonaitis stated Central Office has the right to hire someone for an interim position for 6 months or less and if it is more than 6 months it should be posted.

Chairman Sirard arrived at 6:20 PM.

Mr. Couture stated that is where the differential is. The MOU dealt with a brief period of time where a member from our bargaining unit was placed in the Administrators bargaining unit for a brief amount of time. They are still a member of our bargaining unit and they would negotiate the different pay for them while they did this job during the 6 months timeframe. We are discussing posting positions.

Mr. Couture added the job should be posted while someone fills the position as an interim appointment as an administrator.

Mr. Jonaitis added if Mr. Drezek could no longer work in his position due to a family matter and there is 4 months left to the year, could Mr. Coccia fill this position. Mr. Couture stated that these positions are not under the ETA bargaining unit.

Mr. Jonaitis asked if the position should be posted. Mr. Couture stated no, since it is only going to be for that amount of time. We are talking about a position that is going to be available for more than 6 months. The administrator position at Fermi was posted and was filled much later. The opportunity was available for any bargaining unit member to apply for that position.

Mr. Jonaitis stated if the position continues for less than 6 months that is where the issue lays.

Mr. Neville asked how long the interim Humanities position is for. Dr. Schumann stated until the end of this fiscal year.

Mr. Jonaitis asked how many months is it for. Dr. Schumann stated 7 months.

Mr. Peabody stated a department chair is under the ETA bargaining unit and is a teaching position. This position receives a stipend for the additional work. You are talking about posting the position for an administrator position. Mr. Couture stated any promotional opportunities should be posted.

Mr. Neville stated if a principal was to be out for a certain amount of time due to a medical concern, the Superintendent would fill the position quickly to run the building smoothly. This is not what you are talking about. If they were in this position for more than 6 months, this position would need to be posted.

Mr. Couture stated this person left and the position was not posted so everyone in the bargaining unit could have the opportunity to apply for this open position. This was not an emergency job that needed filling immediately.

Mr. Neville hears what you are saying, but again this comes down to interpretation. You are trying to justify. The bargaining language is clear. He is not reading the language that way. The ETA contract is pretty specific.

Mr. Couture referred to Article 9, Section K and #2 under the first paragraph. He will argue that teachers will not have promotional opportunities if the jobs are not posted. He is looking at "all" salary differentials and he believes all teachers deserve the opportunity for promotional opportunities. He understands that it will come down to interpretation.

Chairman Sirard asked if Mr. Couture considers a head teacher a promotion. Mr. Couture stated no.

Chairman Sirard asked if Mr. Couture considers a department head a promotion. Mr. Couture stated no. A department chair is a teacher with added responsibilities.

Chairman Sirard stated if a department chair is receiving a pay differential that is higher than what they would normally receive, you would not consider that a promotion. Mr. Couture stated no. This would be a teacher with added responsibilities that receives a stipend not a differential.

Chairman Sirard asked if a head teacher has supervisory capabilities to other teachers. Mr. Couture stated no.

Chairman Sirard asked if they perform evaluations of other teachers. Mr. Couture stated no.

Chairman Sirard asked if they are responsible for scheduling of other teachers. Mr. Couture stated no.

Chairman Sirard asked if they fill in for an administrative position at any time or are they ever in charge of other teachers. Mr. Couture stated yes.

Mr. Neville added they attend PPT's. Mr. Couture stated they do not receive a stipend for this.

Mr. Neville stated department chairs are paid per diem and work during the summer. Mr. Couture stated the additional money they receive is listed in the contract.

Mr. Neville stated they are also leading their departments.

Mr. Jonaitis asked if Meghan Burr is filling in for Anne McKernan. Dr. Schumann stated that Mrs. Burr was assigned to Ms. McKernan's position in the interim.

Mr. Jonaitis asked where Mrs. Burr came from. Mr. Neville stated she was a English department chair at Fermi. Mr. Jonaitis stated she was moved into this position without it being posted.

Mr. Couture stated that is correct.

Mr. Peabody stated that in the grievance you list that this position was filled without it being posted. Your remedy is for these positions to be posted for any future positions.

Mr. Couture stated when the grievance was written it did not include this. When we met at the

Superintendent's level we explained the recommended remedy for this grievance for any future positions and for them to be posted so any bargaining member could apply.

Mr. Neville stated that Mrs. Burr is currently at Central Office until June. Where will she go after the end of school? Dr. Schumann stated she will return back to her position at Fermi.

6. EXECUTIVE SESSION

Mr. Peabody moved, seconded by Mr. Neville that the Enfield Board of Education enters into Executive Session for Matter(s) Related to Collective Bargaining.

A vote by **show-of-hands 6-0-0** passed unanimously.

The Board remained in the Board Conference Room for the Executive session portion of the meeting at 6:33 PM. Dr. Schumann, Mr. Drezek, Mr. Coccia and Attorney Mills joined the Board in Executive Session.

No Board action occurred while in Executive Session.

OPEN SESSION:

The Board returned to open session at 7:05 PM.

Mr. Neville moved, seconded by Mr. Peabody that the Enfield Board of Education denies the grievance filed by the ETA (Enfield Teachers' Association) and heard by the Board on February 17, 2015, for the reasons set forth in the Superintendent's January 29, 2015 grievance response.

A vote by **roll-call 5-1-0** passed with Mr. Jonaitis in dissent.

7. ADJOURNMENT

Mr. Neville moved, seconded by Mrs. Thurston to adjourn the Special Meeting of February 17, 2015.

All ayes, motion passed unanimously.

Meeting stood adjourned at 7:06 PM.

Vincent M. Grady
Secretary
Board of Education

Respectfully Submitted,

Kathy Zalucki, Recording Secretary