

**BOARD OF EDUCATION  
SPECIAL MEETING MINUTES  
MAY 21, 2013**

A special meeting of the Enfield Board of Education was held at Enfield Town Hall in Council Chambers, located at 820 Enfield Street, Enfield, CT on May 21, 2013.

1. **CALL TO ORDER:** The meeting was called to order at 6:02 PM by Chairman Neville.

Chairman Neville stated the Board has the need to go into recess for a Non-Meeting.

**Recess:**

Mrs. Szewczak moved, seconded by Mr. Sirard that the Enfield Board of Education goes into recess for a Non-Meeting for the purposes of discussing Collective Bargaining Strategies.

A vote by **show of hands 6-0-0** passed unanimously. The Board relocated to the Enfield room for the recess at 6:03 PM.

Dr. Schumann, Mr. Drezek and Board Attorney Mr. Mills joined the Board for the recess.

**Return to Open Session:**

The Board returned to open session at 6:22 PM.

2. **PLEDGE OF ALLEGIANCE:** Chairman Neville
3. **FIRE EVACUATION ANNOUNCEMENT:** Chairman Neville announced the fire evacuation announcement.
4. **ROLL CALL:**

**MEMBERS PRESENT:** Peter Jonaitis, Vin Grady, Donna Szewczak, Tom Sirard, Joyce Hall, Jen Rancourt and Timothy Neville

**MEMBERS ABSENT:** Tina LeBlanc and Kevin Fealy

**ALSO PRESENT:** Dr. Jeffrey Schumann, Superintendent; Mr. Christopher Drezek, Deputy Superintendent; and Board Attorney, Mr. Richard Mills as well as members from the Enfield Teacher's Association Mr. Todd Couture, PR&R Chair; Mr. Gray Wanzer, ETA President; Ms. Georgi O'Connor, ETA Vice President and members of the ETA Executive Board were seated in the audience.

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

Chairman Neville stated the union may proceed with your presentation.

Mr. Couture stated their presentation will be evidence based and he welcomes the opportunity to present their case to the Board. He is a teacher at Enrico Fermi High School and was a graduate from Fermi. He has a son at Fermi and a daughter at JFK. His expertise is in special education and does not have a legal background. The Board has legal counsel present. He has knowledge regarding the ETA contract. He will present that a past practice since 2004 has been violated concerning the ETA contract.

Mr. Couture reviewed historical information leading up to this point with the grievance since March 28, 2013. The grievance was sent to Dr. Schumann, Mr. Drezek and Mr. Martin due to the Kindergarten teachers having a different in-service schedule than everyone else in the district. The Kindergarten teachers started their day 1 hour and 15 minutes later than everyone else and ended their day 1 hour and 15 minutes later. Grades 2 and 4 started at 8:00 AM and they received similar in-service training. All other staff levels within the district received their in-service training at 8:00 AM and ended their day at 2:15 PM. The only group that had a different schedule were the Kindergarten teachers. They started their day at 9:15 AM and ended their day at 3:30 PM.

Mr. Couture stated ETA members met with Dr. Schumann and Mr. Drezek on January 3, 2013 for one of our monthly meetings where we were informed that there was an issue with one of the presenters. Two scenarios were suggested. The first suggestion was to have the Kindergarten teachers start later. The second suggestion was to have them start their in-service day at the normal time and to extend the day past the 2:15 PM normal end time until around 4:30 PM. The administration was also willing to pay the teachers to extend their end time by \$34.15 each for the 14 Kindergarten teachers beyond the normal end time.

Mr. Couture stated they met again with Dr. Schumann and Mr. Drezek on February 7, 2013. We were asked if there was any way the ETA would change the existing in-service schedule to accommodate the lack of a presenter. Mr. Wanzer explained that the ETA would not be interested in changing what has been already done. The response we received from the administration was "okay".

Mr. Couture stated Mr. Drezek called Mr. Wanzer on March 18, 2013 to see if we would talk with Ms. McKernan. Ms. McKernan called Mr. Wanzer at 4:47 PM and asked if there was any way they could work something out by having the start time pushed back. Mr. Wanzer explained that this was previously discussed and the ETA is still not willing to change the start time for the staff in-service.

Mr. Couture stated Mr. Drezek called him on March 22, 2013 regarding an e-mail he sent to Mrs. Berger telling the Kindergarten teachers that their day would start later at 9:15 AM. Mrs. Berger responded by e-mail stating that she did not actually say that. She said there would be a possibility that their in-service would start later. She was not sure if Central Office made a mistake or if something would be done to accommodate the presenter. Mr. Drezek then stated regardless of the fact, we will be changing the Kindergarten schedule. They would start at 9:15 AM but he was not sure of when the day would end. It could end at 2:15 PM, 3:15 PM or 3:30 PM. Mr. Drezek knew what the start time would be, not the end time for the Kindergarten in-service.

Mr. Couture stated on March 25, 2013 Ms. McKernan sent out in-service schedules. Exhibit A is the grievance filed by the ETA. Exhibit B lists the start times for the in-services as mentioned. Exhibit C is similar to Exhibit B except for it is in more of a grid form. Exhibit D is for the entire staff.

Mr. Couture stated the ETA received a denial of the grievance on April 25, 2013 from Dr. Schumann where he alleges a past practice. In order for something to be a past practice, it will need to have existed for a reasonable amount of time, occur repeatedly, consistently and clearly applied. We meet all of those criteria. The rest of the documents in your packet show that we have in-service days that start at 8:00 AM and end at 2:15 PM. He referenced a guide book from JFK that clearly lists the start times. He also referenced the Enfield Public Schools Professional Learning Activity. This is what the district completes for CEU's and it clearly notes the start time for 8:00-11:15 AM and 12:15-2:15 PM for in-services.

Mr. Couture stated he received a letter from Dr. Schumann dated August 17, 2012. It includes his welcome back to school letter and the in-service days are clearly indicated as 8:00-11:15 AM and 12:15-2:15 PM for in-services.

Mr. Couture stated this evidence clearly shows that this past practice has been evidenced for quite some time. This past practice should be in place for several years. We requested the in-service schedules for 2004-2013. All of these in-service schedules clearly start at 8:00-11:15 AM and 12:15-2:15 PM with a few exceptions. The exceptions are for the Nurses (ESNA). They have a different start and end time and they have a different bargaining unit. The other differences were for the early release days for professional development. Contractually early release days are dovetailed with a departmental or faculty meeting day. Those days would end at whatever time the meeting times were scheduled to end by. The in-services schedules for 2004-2013 were distributed to Board members.

Mr. Couture believes this practice started back in 1989 but they did not ask for in-service schedules going back that far. The ETA believes this practice goes back at least 10 years with the in-services starting at 8:00 AM and ending at 2:15 PM. This grievance is about the schedule. Currently there are 464 in the ETA bargaining unit and members started their in-service day at 8:00 AM and ended at 2:15 PM. The only members from the ETA bargaining unit that had a different start and end time were the Kindergarten teachers that started at 9:15 AM and ended at 3:30 PM. The reason for the time change was because an outside agency that was presenting to the Kindergarten teachers could not start at the 8:00 AM scheduled start time.

Mr. Couture stated that the ETA was contacted by the Administration on 3 separate occasions (January 3, February 7 and March 18). We were consulted about the in-service day, not the times for the in-services. This was clearly about the times. We have never been consulted about the times because in-services have always been from 8:00 AM thru 2:15 PM. We were asked on 3 separate occasions to change what we have been doing in the past.

Mr. Couture stated he is shocked that we are here. All we are asking for is the in-service days to begin at 8:00 AM and end at 2:15 PM. This request will not cost the Board anything and this is something that should be done. The evidence provided shows this has been done from at least 2004. We would like to continue this practice for the rest of the ETA contract.

Chairman Neville asked Mr. Couture if he has completed his presentation. Mr. Couture stated he has and we will answer any questions Board members may have.

Chairman Neville asked if the Administration has any questions. Both Dr. Schumann and Mr. Drezek do not have any questions at this time.

Chairman Neville asked if any Board members have any questions.

Ms. Hall asked if any Kindergarten teachers were involved in developing the grievance. Mr. Couture stated no. The grievance was brought forward by the ETA. The ETA responded based on what is in the contract. Some members were happy with the grievance and some were not happy with the grievance. We, as the association, are policing the past practice of beginning in-services at 8:00 AM and ending the in-services at 2:15 PM regardless if the Kindergarten teachers were involved with this grievance or not.

Ms. Hall asked if there are any conditions that the ETA will accept a change of scheduling in the future. Mr. Couture stated the ETA would be willing to accept some changes in the future. He is sure there may be some changes that would be acceptable. This would be something that we would be willing to discuss. We believe in compromise to the largest extent. We would not close the door on future discussions.

Mr. Jonaitis asked if in the past from 1989, if anyone started or ended in-services at different times? Mr. Couture stated prior to 2002 there were building days and district days when CEU's were first given out. Buildings would start at different time. We then added that clause to the ETA contract. Teachers could vote to start their in-service times. Since that time the start/end times have remained the same.

Mr. Jonaitis stated within the buildings votes were taken to start at different times. Mr. Couture stated that he is not aware of that. Ms. O'Connor stated originally it was done by levels. You didn't vote to start whenever. It was either the regular building start time or the 8:00 AM in-service start time. This was added into the 2002 ETA Contract.

Mr. Jonaitis stated we voted back in 1989 at JFK for different departments starting at different times. Some would work through lunch to get out earlier. When looking at past practice it has been different. It looks good here but in reality we have been lackadaisical and accommodating if a group wanted to leave earlier or start earlier. Some would even come in early and stay late if they went on a field trip. There was a degree of flexibility.

Mrs. Szewczak asked for a clarification for the end time for the Kindergarten teacher's in-service day. Mr. Couture stated the Kindergarten teachers started at 9:15 AM and ended their in-service at 3:30 PM.

Chairman Neville asked for a clarification for Exhibit A. It lists the grieved person as the Kindergarten Teachers/ETA as modified. Where is the original grievance? Mr. Couture stated this was always intended to be a class action grievance on behalf of all Kindergarten teachers. It was a misinterpretation that it was solely Kindergarten teachers. It was on behalf of all Kindergarten teachers. The modification was "/ETA". We are representing all Kindergarten teachers.

Mr. Sirard asked about Exhibit B and the e-mail and the Lego in-service training. It mentions that the in-service is voluntary. Mr. Couture stated that was for the lunch that Lego was providing. The lunch was not mandatory.

Mrs. Szewczak asked if that is normal for the trainers to provide lunch. Mr. Couture stated most presenters do not provide lunch. Most staff will go out to lunch. Mrs. Szewczak stated this was kind of a big deal. Mr. Couture believes all training is a big deal. Mrs. Szewczak added this program is a big deal for Board members. We reviewed this information on the Curriculum Committee.

Mr. Couture stated this grievance does not have anything to do with Lego coming into our schools and what they have to offer to us. That is why he did not include Lego in his presentation. We appreciate everything Lego is doing for us

Chairman Neville asked where in the ETA contract is the language you are contesting. Mr. Couture stated page 15 Article 9, Working Conditions and Work Year – non-teaching days. Since the specific times are not listed, we are arguing past practice would need to be applied.

Chairman Neville stated he has looked at page 16 under Work Year and it lists that building in-service days may start at 8:00 AM with the school department. How does this fit into your grievance.

Mr. Couture stated the Kindergarten teachers were from multiple buildings not a specific building. This was not a building day. It was across the district day.

Mr. Jonaitis asked if the Kindergarten teachers were asked as a whole to vote and give their

opinions as a group if they would be willing to go to Lego. Mr. Couture stated you are asking if we asked them specifically. Mr. Jonaitis stated that would be not difficult to ask 11 teachers for their opinion. Mr. Couture stated we did not ask the Kindergarten teachers directly or ask them for their opinion regarding a past practice or to start later and end later.

Mr. Jonaitis stated it would have been a lot easier if you just asked them. Mr. Couture does not believe it would have been easier. They would not have the ability to start and end later because of our past practice of starting at 8:00 AM and ending at 2:15 PM. Mr. Jonaitis stated this was for a one time basis. You could have gotten something in writing about this being a onetime basis due to a particular circumstance.

Mr. Couture stated we were not sure if this was a fluke or a onetime thing. We were only asking that going forward for any upcoming in-service days to start at 8:00 AM and end at 2:15 PM per the existing past practice. If this was a onetime thing, that would be okay.

Mr. Jonaitis stated you are now looking for specific language to be added into the ETA contract. Mr. Couture stated we have had an 8:00 AM through 2:15 PM in-service day. We agree that this was a onetime occurrence on April 1, 2013. Prior to this, there has not been a need for an alteration of the time. This is most likely a onetime fluke. Now we are saying for the upcoming school year, we want what has been our past practice to follow the 8:00 AM start and 2:15 PM end.

Chairman Neville stated you are looking to following the in-service times indicated in the future. Mr. Couture stated that is correct.

Chairman Neville added that you are also looking to compensate the Kindergarten teacher's per diem salary. Mr. Couture stated that was listed on the grievance but after we met with Dr. Schumann we explained that we were only interested in item #1 listed on the grievance form.

Mr. Sirard stated an unusual scheduling situation came up. The administration requested adjusting the time regardless of past practice or not in accordance with the ETA contract to adapt to that schedule. You denied that request and did not ask the Kindergarten teachers for their input to adapt or not. Mr. Couture stated that is correct.

Mr. Sirard stated he is looking at the ETA contract and can understand where the difference of opinion is coming from. You are asking the Board to guarantee a past practice and change the language of the contract. Mr. Couture asked what language might he be changing?

Mr. Sirard stated the word "may" can be changed to "shall" on page 16. Mr. Sirard added this is a district-wide thing you are asking for a past practice. The difference here would be "may". If the word is "shall" we would have to do that because it would be part of the contract. The word "may" allows us the opportunity should events like this come up.

Mr. Couture stated that would only pertain to the 8:00 AM start time. It does not pertain to a 9:00 AM, 9:15 AM, 10:00 AM or 10:30 AM start time. This was added in the ETA contract in 2002 because the different buildings had different start times and it became a problem for teachers. That is why this language was added to the contract so all teachers would start and end their day at the same time instead of staggered start times.

Mr. Sirard added that it seems that you are looking for a language to be changed in the contract because of those words "may and shall". The difference is between those two words. There is room for movement with the word "may". "Shall" means this is the law. This is the way he is reading it and interpreting it.

Mr. Couture stated you are entitled to your interpretation. This pertains to a school or a

department and this does not apply.

Mr. Jonaitis stated you want everyone to start and end at the same time. Mr. Couture stated that is what has occurred since 2004. Mr. Jonaitis added that would make you happy now. Why not just start everyone at 9:15 AM.

Chairman Neville asked for any closing remarks from either the union or the administration.

Mr. Couture stated this has been atypical. He has never presented before the entire Board. This has been nerve-wracking. We can always come to two different interpretations and continue as we always have with respect for each other. We are all working for the betterment of the Enfield Public Schools. He appreciates the opportunity presenting this. Thank you.

Chairman Neville thanked Mr. Couture.

Dr. Schumann stated the administration heard the ETA's grievance at Level II. The Board's attorney Rich Mills has the administrative response that was given to the association and he can answer any questions.

Chairman Neville stated this will close the evidence portion of the special meeting. He will entertain a motion for a recess into a non-meeting for the purpose of conducting deliberations regarding the grievance.

Attorney Mills distributed evidentiary materials. Chairman Neville stated we have received correspondence from Mr. Drezek. Attorney Mills reviewed the grievance trail the administration has received including the modified grievance presented by Mr. Couture tonight and the superintendent's response.

Mrs. Szewczak moved, seconded by Mr. Sirard that the Enfield Board of Education recess into a non-meeting for the purpose of conducting deliberations regarding the grievance.

A vote by **show of hands 6-0-0** passed unanimously. The Board relocated to the Enfield room for the recess at 7:05 PM.

Chairman Neville explained to members of the ETA that they are welcome to remain in Council Chambers for them to return or they will contact them with the Board's decision if they chose to leave.

Dr. Schumann, Mr. Drezek and Board Attorney Mr. Mills joined the Board for the recess.

#### **Return to Open Session:**

The Board returned to open session at 7:29 PM.

#### **6. ACTION, IF ANY REGARDING ETA GRIEVANCE:**

Mr. Sirard moved, seconded by Ms. Hall that the Enfield Board of Education denies the grievance filed by the Enfield Teachers' Association and heard by the Board on May 21, 2013 on the grounds that the Association failed to establish any violation of any provision of the collective bargaining agreement.

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

**7. ADJOURNMENT**

Mrs. Szewczak moved, seconded by Mr. Sirard to adjourn the Special Meeting of May 21, 2013.

All ayes, motion passed unanimously by a **show-of-hands 6-0-0**.

Meeting stood adjourned at 7:31 PM.

Donna Szewczak  
Secretary  
Board of Education

Respectfully Submitted,

Kathy Zalucki, Recording Secretary