

## **WATERBURY BOARD OF EDUCATION**

### *MINUTES ~ SPECIAL MEETING*

Tuesday, December 22, 2015 at 6:00 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, Connecticut

**PRESENT:** President Brown, Commissioners Harvey, Pagano, Rodriguez, Stango, Sweeney, Theriault, J. Van Stone (6:03 p.m.), and T. Van Stone.

**ABSENT:** Commissioner Hernandez.

**ALSO PRESENT:** Chief Academic Officer Darren Schwartz.

### **SILENT PRAYER**

President Brown called the special meeting to order at 6:02 p.m. with a moment of silence.

### **PLEDGE OF ALLEGIANCE TO THE FLAG**

Commissioner Tom Van Stone led everyone in the Pledge of Allegiance to the Flag.

### **ROLL CALL**

CLERK: Commissioner Harvey.

HARVEY: Here.

CLERK: Commissioner Hernandez (absent). Commissioner Pagano.

PAGANO: Here.

CLERK: Vice President Rodriguez.

RODRIGUEZ: Here.

CLERK: Commissioner Stango.

STANGO: Here.

CLERK: Commissioner Sweeney.

SWEENEY: Here.

CLERK: Commissioner Theriault.

THERIAULT: Here.

CLERK: Commissioner J. Van Stone (arrived at 6:03 p.m.) Commissioner T. Van Stone.

T. VAN STONE: Present.

CLERK: President Brown.

BROWN: Here.

### **PUBLIC ADDRESSES THE BOARD**

**Upon a motion by Commissioner Sweeney and duly seconded by Commissioner Rodriguez, it was voted unanimously to suspend the regular order of business to allow the public to address the Board at 6:03 p.m.**

BROWN: All in favor, motion carries. All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response. For the record, the public comment is only on the items before us in special session which are the School Personnel and the Committee of the Whole.

**Arlene Arias, 145 Rodney Street, had the following comments:** Good evening. I'm here to make a statement about the union contract that will be approved or not approved this evening. Democracy is defined as government by the people; a form of government in which the supreme power is vested in the people and exercised directly by them or by their elected agents under a free electoral system. Second definition – a state having such a form of government, United States and Canada are democracies. A state of society characterized by formal equality of rights and privileges. Political or social equality; democratic spirit. Finally, democracy is defined as the common people of a community as distinguished from any privileged class; the common people with respect to their political power. What is undemocratic? The Waterbury Board of Ed approving a contract that was solely negotiated by the City and a special interest group such as the Waterbury Teachers Association without the involvement or presence of stakeholders such as taxpayers, parents, and/or community members. As mentioned in a previous statement I made to the Board on 11/5/2015 and in an open letter from R.A.C.C.E. addressed to Mayor O'Leary, the previous Board of Ed President and the WTA President, R.A.C.C.E. requested a temporary suspension of the process, this process, so that a citizens advisory board consisting of a parent, student from each high school, and one member from a community group could be present during negotiations. This request was made to support democratization of the process ensuring that student needs are prioritized over job protections for employees. That request was rejected due to time restraints and deadlines. This isolative style of negotiation which really keeps the public blind has great implications for our children. Who is their advocate in this process? Where are the checks and balances? Certain tenure provisions that keep ineffective teachers in the classroom result in lost educational opportunities for students which are also correlated with reduced lifetime learnings. Allowing stakeholders to be present during union contract negotiations is not a new phenomenon. School districts in New York, Minnesota, Maryland, and Pennsylvania have opted to include the very people who would bear the cost of union contracts – that is taxpayers, parents, and students. If approved tonight by this Board R.A.C.C.E. will demand the Board of Aldermen reject the final collective bargaining agreement. Thank you.

**Robert Goodrich, Co-founder of Radical Advocates for Cross Cultural Education, had the following comments:** Good evening President Brown and Board of Education Commissioners. We have come here to speak about the process by which this contract was constructed. Our belief is simple; the process was undemocratic because it lacks stakeholder influence and taxpayer input. The Board of Education and the WTA have cloaked themselves for the tentacles of an obtuse law, the Teacher Negotiations Act. The intent of this choice was to exclude taxpayers, parents, students and advocates from this process. This is evident in Attorney Tara Shaw's letters on behalf of the Board of Education to R.A.C.C.E. and it stated the ground rules for negotiations were predetermined who would be allowed to participate in the negotiations process. Once the WTA and the Board of Education were challenged on this choice they retreated to the safe space of special interested, lobbied for law that ignores transparency and lacks

any credible mechanisms to allow for public input. The Board of Education and the WTA could have made a more responsible choice but they did not.

We suspected that many of the articles of the last contract would be carried over to the new one. This is what we feared the most. This contract is bad for the City, bad for the schools, bad for teachers, and ultimately bad for the students.

The City will be unable to improve its most important and most deficient piece of infrastructure without first presetting the conditions to improve it. The WTA contract could have assisted in that. A city's school system is the primary vessel to attract new residents, improve the lives of residents who live there already, and ultimately increase tax revenues.

Teachers should be upset and if they feel disenfranchised just as the public does by the result of this process I won't be surprised. According to the new contract posted on the WPS website, there will be no step advancement. Most teachers will reap a small positive opportunity cost in this crucial part of the contract. Some will have a significant negative opportunity cost. At step two of advancement in the 14/15 contract they would have made \$42,900 versus the step one of the new contract of \$43,110. That's a paltry sum of \$210. To give you the other extreme, which is at step 12 the 6<sup>th</sup>, sixth year plus 15, they would have earned \$86,200 at step 12 versus this year's contract which is step 11 which pays \$81,739; that's a negative of nearly \$4,500.

Next is Article 5, Section 1(a) – this section assigns goal and maximum class sizes. There will be no change. Quality of teacher instruction is tied to how many students reside in a classroom. In its Alliance District grant application in 2012, this district identified that it has problems equitably distributing quality and effective instruction. Efforts to reduce class sizes should have been prioritized by the WTA and the Board of Education. This choice puts students at greater risk to being exposed to ineffective instruction and puts unnecessary stress on teachers.

Next is Article 6, Section 1 – this deals with the reduction in work force. This is guided by the last-in/first-out template. This requires the newest teachers to be let go first regardless of performance evaluations. In the landmark case *Vergara vs. California*, this job protection was ruled to violate a student's constitutional right to an equitable educational experience. Furthering this dilemma the Connecticut state law already permits layoff rules to use performance evaluations. This is a poor choice by the WTA and Board of Education; this uniquely hurts students of color.

Finally, Article 3, Section 5 (b), (g), and (h) – “b” places sole discretionary power in the hands of the superintendent to hire candidates into administrator roles from the teacher ranks when candidates have similar qualifications. This clashes with the classification of duties the Board of Education and the Superintendent share but the contract gives the power to the superintendent.

Subsection “g” – the TVP promotional examination. This limits qualified outside candidates to be added to the district and is one of the reasons why minority teachers in our district believe that barriers placed to strategically limit their progress to positions of authority in the WPS. The WTA and the Board of Education should have consulted the Waterbury Public School District Action Plan to Increase Representation of Black and Latino Educators before leaving this job protection in the contract. These are many

things that are bad for teachers and bad for students, these are just a few of the reasons to vote no for this contract tonight. I appreciate your time and I really urge you to vote no tonight.

**Thomas Pelletier, 112 Concord Street, had the following comments:** Good evening Board. I wasn't really feeling well but I decided this is an important issue to come down here for. First of all the teachers' raises, you know it's not exactly where most teachers would want them to be but it gets up close to surrounding towns. I had minority friends of mine that are teachers from Watertown and Torrington that called me up today and said you know what we said four years ago we were never going to come to the Waterbury School System. After what's going on with insurance, all these cities and towns are getting into the same insurance that we are. You know not everything's perfect but I could tell you this, if we go down the road of arbitration, okay, nobody's going to come out a winner okay. The police department has been in arbitration now for quite some time. I think that the teachers, I would hope that they would, most of them I think would be happy with this plan. Yes, nobody wants changes on their insurance, okay. My union the Blue Collar Union we voted for the change that they're gonna get, it's the way of the world. It's unfortunate but insurance costs with the Obamacare and everything are going through the roof. Now quite frankly we heard again somehow this is being turned into a race issue. I think what this contract is gonna do is get more minority teachers in this city that people have been complaining about for years and quite frankly we do have a lot of minority teachers. One of the greatest examples is Mrs. Hayes, first African American in the City of Waterbury to get nominated Teacher of the Year, that's an accomplishment. You know listening to previous meetings you know I hope we're not going to go down the road of you know the rhetoric because people are tired of it. We voted this Board in, we have some serious issues coming up this one being one of them, we're going after the State to get more funding for our special needs kids. I mean by their formula, I mean this is . . . I'm not good at math but I know when you're only giving \$10 to the City of Waterbury and you're giving the City of Stamford \$100,000,000 somethings wrong here. So I hope that we can come together, I hope that this race rhetoric will stop, it doesn't do anything. Last week individuals used Rosa Parks and other people as a punchline and I think that that was very discouraging because they fought for equality for every student, not just for one particular group. Obviously we still have individuals who don't want to read history the way that it was written. I'm gonna continue to fight for the teachers, I'm gonna continue to fight for the students, and I know I only have five minutes but you know if it gets to a point where the rhetoric doesn't stop then I will have to get a show on Channel 96 and go through people's voting records. Thank you.

**Jimmie Griffin, 41 Pilgrim Avenue, had the following comments:** I'm not here to argue with Mr. Pelletier but I am here because this morning I picked up the paper and being a member of the public it seemed like very short notice to bring forth something like this, it just scared me, how could you possibly come forth without letting the public know anything, give us any kind of notice on something like this? Secondly, you talk about race not being an issue and you know it's sad, it really is. I don't know if you saw the Hartford situation that occurred the other day about the Board of Education in Hartford, but I'm looking here now at the timeframe between the time that the new Board members came on and the fact that we've got this major decision in front of us and a new member like Mr. Pagano is chairing the Finance Committee which is tied into this because we're talking about money. Not one of these committees is headed by an

African American, not one Committee on this Board of Education Committees that were appointed is headed by an African American. Now this is outrageous, I've never seen anything like this.

STANGO: Point of order Madam President.

BROWN: Yes.

STANGO: The speaking agenda tonight is for the contract only.

GRIFFIN: Well now you didn't stop this young man here when he was talking about race.

HARVEY: We didn't stop the previous speaker...

BROWN: Could we consider just one point of order first of all.

GRIFFIN: This is the contract, we're talking about the Board members that are sitting here tonight that negotiated a contract and let the public know in the front page of the paper this morning and that's outrageous. I agree with what R.A.C.C.E. talked about.

BROWN: I think the point of order referred to other issues instead of the contract. You're absolutely right to talk about the contract, go right ahead.

GRIFFIN: I'm talking about the contract, I'm talking about people that sat on this Board of Education and came back and released to the newspapers a negotiation or some kind of settlement that you guys are going to bring to the Board of Aldermen on the fourth of January. That's what I read this morning. And I'm saying that it's not adequate time for the public to review what you got in front of you. You don't even have anything in front of the public; we don't even know what your contract includes. We have no idea what you're voting on tonight because nobody, I mean I saw it on the website, I heard it's on the newspaper website this morning or something. This is sad, you mean to tell me you don't give the public any notice and then you tell me this is not about, this is politics, it's politics and it's sad that the Mayor or anybody else would try to rush this kind of things through by selectively appointing a bunch of people to put on committees, that are heading committees that are powerful committees and you don't have any inclusion whatsoever from the African American community, none whatsoever. That's sad. It's going to come back to haunt you sooner or later. Thank you.

**Cliff Petteway, 116 East Farms Street, had the following comments:** I just want to take the opportunity to speak on behalf and to address the Board in terms of having a rapport with the community. At this point I don't think there's any mechanism in place in which the Board can engage with issues and discuss issues from the public. Am I correct? So pretty much what we have is we have a Board of Aldermen, a Board of Education, we state our concerns and that's it. I believe from several organizations they had opportunity to express their concerns but there's no opportunity to get feedback. So if you can add that or amend that in the contract which the Board can relate and have questions and answers and to address the concerns of the public we really would appreciate that. Does that make sense at all?

BROWN: Thank you.

**Upon a motion by Commissioner Sweeney and duly seconded by Commissioner Stango, it was voted unanimously to return to the regular order of business at 6:21 p.m.**

BROWN: Discussion? Hearing none – all in favor.

**1. Committee on School Personnel**

**1.1 Upon a motion by Commissioner Stango and duly seconded by Commissioner Sweeney, it was voted, by roll call vote, to approve the appointment of Richard M. Arroyo as Principal, Alternative Education Programs, effective December 23, 2015.**

BROWN: Is there discussion? I would like to call on Chief Academic Office Darren Schwartz to say a few words on behalf of the Superintendent who is not able to be here tonight.

SCHWARTZ: Thank you, good evening. I am pleased tonight to recommend to the Board of Education the approval of Mr. Richard Arroyo to the position of Principal of Enlightenment School. Mr. Arroyo's professional career began 13 years ago in Waterbury Public Schools as a technology education teacher. His first 11 years were spent at Crosby High School followed by the Waterbury Career Academy. He is currently the Assistant Principal here at WAMS and he's proven himself to be an excellent administrator. He immerses himself right into the school community. Anyone who knows Mr. Arroyo understands his passion. Not just for lifelong learning but for also what's in the best interest of students. He possess that unique skillset to work with the students at Enlightenment School. I would just say he is certainly one of the most positive people I have ever met, it's contagious. If you meet him and you speak to him you really do believe. If you didn't believe with what he was saying before after you meet with him you certainly believe he can accomplish anything that he puts his mind to. Mr. Arroyo is a proud Waterbury native and he really is the ideal person for this position. So without reservation on behalf of the Superintendent I recommend Mr. Richard Arroyo as Principal of Enlightenment School.

BROWN: Thank you. Any further discussion? Commissioner Harvey.

HARVEY: Thank you. Mr. Arroyo, you know I've followed your career and just delighted that you accepted the position, I look forward to your contribution and what you're going to do with Enlightenment and as always you have my support. Anything you need you know just ask. If I can help you I'm there for you.

BROWN: Any other discussion? Commissioner Theriault.

THERIAULT: I too know Mr. Arroyo because he was one of my students a long time ago. And also I had the privilege of being the Principal of the Alternative School which is now the Enlightenment School for three years and I can say of the 32 years I spent in Waterbury those three years were probably the toughest but probably the most rewarding and successful for me and my students. As I go around the town they made up a street name for me so instead of calling me Theriault they would call me . . . so I knew that I had won the hearts and souls of those kids and I see them as grownups today and I know that they made a monumental difference in my life and my heart and I vice-versa in theirs. Certainly many of them didn't go to college but some of them

actually did and graduated with bachelors and masters degrees, kids that you never thought would make it. I had one student say to me one time “thanks for never giving up on me”. So you have the opportunity to shape the lives of kids like a molder, like an artist, like an artisan, and I think it’s a very, very great responsibility but a very humble responsibility. So I wish you good luck keeping in mind that there are occasions that you may have to turn your collar around backwards and be a missionary because that’s what it’s like. But don’t ever give up on any of those kids, not one of them; you could always, always, always save them. I have a little caveat here unfortunately; it’s not because of you it’s because of some of this changing of the guard here. I didn’t get a chance to tune in on this and I know that you’re being paid “x” amount of dollars and I know they upgraded this position from whatever it was before to the equivalent of a high school principal position. And I just want to point out had I had the opportunity to put in on this I certainly would have always given you the job but I, even though it’s already passed, I would be derelict if I didn’t say that to equate this position to a high school principal of about a staff of about 100 to 120 people and a student body of 900 to 1,000 versus 100 to 150 and a staff of approximately 25, is a large reach. It’s not your fault, the Board has approved it, it’s democracy, I will go along with the democratic process which it was approved before I was here but I do have to make that caveat. We must be very careful in making these large steps. I know this is a special population and I know you’re a special guy and can get the job done but back in the day this giant step in moving these positions up would be looked at much more critically then they’re looked at. So I wish you well as you go forward. If you need any help at any time and you say to me how would you handle this, I wouldn’t have the answers but I’d say to you help the kids with an open heart and open mind, do everything that you can to help them and tell them I’ll be your best friend or I’ll be your worst enemy and help them in every way you can which I know you will. Congratulations.

BROWN: Thank you Commissioner. Vice President Rodriguez.

RODRIGUEZ: Thank you Madam President. Principal Arroyo, I admire you for the work you’ve done in this district and I admire you for what you represent in the City of Waterbury throughout your career here. You know we talk about it often, 52% of our students are Latino students and you’re a great principal who happens to be Latino and I know you served as a great leader and a mentor to many of these kids and I think this opportunity is perfect for you because you’re going to deal with some of our most challenging kids in the district and they need a strong leader like yourself. We haven’t vote officially yet but I think you have a lot of folks behind you and you know how to find us and we’ll come to you as well. So I just want to say I’m really proud and keep up the great work.

BROWN: Any other discussion? Roll please.

**ROLL CALL VOTE ON ITEM #1.1:**

Yeas: Commissioners Harvey, Pagano, Rodriguez, Stango, Sweeney, Theriault, J. Van Stone, T. Van Stone, and President Brown – 9

CLERK: Nine/zero.

*(applause)*

ARROYO: Thank you very much. I will not take five minutes; I'll be much quicker than five minutes. Thank you Madam President, Mister Vice President, Board Members, distinguished guests, family, friends, thank you to my beautiful wife, my daughters, my friends, my family, my love ones, for all of your support. I am truly honored to be here tonight. I accept this responsibility as a great one. I understand the challenges but most importantly I look forward to the accomplishments. I was once a custodian in the very building that I'm now going into work in. The very building that I was once a custodian I will now be the educational leader for. As I said in my interview process, the CLO, the chief learning officer. I learn every day. I've learned more from my students throughout my career than I know I ever taught them simply because I love to learn. The best part is even with this position, this promotion, and everything else that comes with it, I'm still the same person – hardworking, dedicated, honorable, most importantly I'm a caring person. I tell the students already, I stopped into every classroom over the past few days and said I'm gonna kill you with kindness; you're gonna know that when I'm done with you you're gonna come to me and thank me. I had a couple of scowls and a couple of dirty looks and those scowls and dirty looks I said and you will be the first one that comes to me. This is truly an honor. I'm here on behalf of the Enlightenment community. I'm here on behalf of the students that think they have no chance. I'm here to prove not only do they have a chance but that they will succeed. Thank you very much and God bless.

*(applause)*

## **2. COMMITTEE OF THE WHOLE**

### **Item #2.1**

RODRIGUEZ: Ladies and gentlemen, with the approval of the Committee of the Whole, the Superintendent of Schools recommends **approval of the stipulated arbitration award dated December 16, 2015 to the Board of Aldermen regarding the collective bargaining agreement between the Waterbury Board of Education and the Waterbury Teachers' Association for the period of July 1, 2016 through June 30, 2019.**

SWEENEY: **Second.**

BROWN: Discussion. I'd like to ask Attorney Shaw to come up and provide us some background or overview of the pertinent concepts of the contract but before that happens I just want to say the issue before us tonight is a stipulated arbitration award which is treated the same as any other arbitration award pursuant to the Techer Negotiation Act, TNA. Pursuant to that statute, the Board of Aldermen has the ultimate authority as the legislative body, per statute. They are the only ones to reject an award. We, as the Board of Education, do not have authority under the State Statute to ratify or reject the award itself. That said, I want to take this opportunity to thank Board members who dedicated their personal time to represent the Board in negotiations. Commissioner Ann Sweeney, Thomas Van Stone, Charles Stango, and myself. In addition I want to thank Attorney Shaw and Kevin Egan, WTA President, and the entire negotiating team for a civil, substantive bargaining process that proceeding what I believe to be a fair and forward looking contract for the district. So with that said, if you could please provide us with an overview and I'll give members an opportunity to ask questions related to the contract and then we will move forward with the motion.

THERIAULT: Excuse me Madam Chair, just a point of clarification, was the first day of arbitration supposed to be today or were there other negotiations with regard to arbitration previously?

TARA SHAW: I can answer that question Commissioner Theriault if that's alright. Essentially the arbitration period started at the beginning of December, actually the arbitration period started in November, the first arbitration hearing was, I believe it was December 4 and additional hearings were scheduled for the 16, 18, and today. The parties reached, as Commissioner Brown described, a tentative agreement that was submitted to the arbitration panel and once they are impaneled under the State Statute it becomes, any agreement up to and including the date that an arbitration award would have been issued, becomes a stipulated award and is treated like an arbitration award. But to answer your question directly, yes, the arbitration, there was an arbitration hearing scheduled for today, it was actually supposed to be the last arbitration hearing.

I think essentially what I'd like to do is open it up to questions if there are specific questions about the changes that will take place in this contract when it becomes effective. So if there are specific questions I'd be happy to answer them. If there are procedural questions I'd also be happy to answer as well.

BROWN: Mayor O'Leary.

MAYOR: I think it would be helpful for the public since this is gonna be televised as well for you to outline the terms that were negotiated specifically, the compensation package. I'd like our Finance Director Mike LeBlanc address the healthcare aspect of the contract. Really, in all fairness to the newspaper, they haven't been able to cover all of this as well so I think we should start almost from the beginning and just give a summary of what the nuts and bolts of the contract are please.

SHAW: Absolutely. And to be fair the award was actually issued on the 16<sup>th</sup>, it was received by the Board of Ed and also by the City on the 18<sup>th</sup> so this meeting we looked at the timeframe and knowing that the Board of Aldermen would vote on this at their January 4 meeting there were no Board of Education meetings and that's why we discussed presenting it so that the Board could receive it as a unit and have an opportunity to discuss it before it went to the Board of Aldermen and potentially became an effective contract.

In terms of the actual nuts and bolts of the agreement there's a wage package in here which totals 9.6%, it calls for a 1.6% general wage increase in the first year, a step movement in the second year with a 1.5% increase to the top step, then a step increase in the third year with a 2% general wage increase only to those at top step. The insurance package which we have negotiated includes a transition into the high deductible plan which other City units have been moved into. Because this is the largest collective bargaining unit the anticipated savings are significant. It's around five million dollars which over the course of the three year agreement which constitutes about 5% of the total increase. So the net wage and insurance package which is how an arbitration panel would look at this, as a total package, is somewhere in the neighborhood of 4.6%.

MICHAEL LeBLANC: Thank you. As some of you may be aware the healthcare costs for the City and the plans that it offers as active employees and retirees have been

growing significantly year over year over the past decade and then some. Over the past couple of years this City in its discussions and evaluations from a strategy standpoint has concluded that one of the best options available to try and control the cost and really to engage the covered members in the process was to move forward with negotiating into all contracts a high deductible health plan with a health savings account associated with it. For this contract there is established deductibles that go into effect July 1, 2016, the first year of the contract, and those deductibles are graduated upwards in the second and third years of the contract and the employee participation co-shares are also a part of this package so at the end of the day there is essentially an equal and increasing contribution component from the employees' side but I think more importantly the adoption again of the high deductible component. We are finding that when you cost out a plan comparing a high deductible versus one which is not a high deductible the actual cost of the plans is in the range of 18% lower under the high deductible plan structure. And when you multiply that out over in the case of the WTA contract, it's very, very significant when you're looking at 1,500 to 1,600 members. Granted not all of them opt for coverage through the City's plan but at the end of the day we do need more engagement of the employee's standpoint, we need them to be cognizant of where their health dollars are being spent as they are a contributing component of this. And at the end of the day we are expecting to see positive results. Again, the estimates that Tara reference are conservatively estimated at five million dollars over the life of this contract. It will transition in during that first year but then once we have full adoption going forward we anticipate again to see positive results going forward. This sets in place a one plan structure. If the member chooses not to go into the high deductible health plan they do have the ability to stay in a current, what is defined as an OAP plan, but the member cost will be significantly higher, it's almost counter intuitive from a cost standpoint. So at the end of the day we do anticipate that the vast majority of the members will opt for the high deductible health plan. Again, going forward, this will be the one plan offering structure so as we look forward to future contracts we're looking to just modify components of this high deductible as opposed to looking at a different type of structure as we go forward. This is the structure, again, that we believe at the end of the day is gonna help in trying to control the cost curb related to health care.

BROWN: Thank you. Any questions on the healthcare issue?

SHAW: Continuing on in terms of the other changes that have been made in this contract, we listed them out and Article 3/Section 2(g) there's language added requiring publication of regularly scheduled staff meetings by October 1 of any given school year and also limiting regularly scheduled staff meetings from taking place on Friday afternoons or an afternoon before a holiday or vacation day.

Article 5/Section 1(a) and (b) incorporates an existing side letter with respect to the maximum students per classroom in a PreK classroom but also significantly I think in this provision we've reduced the overall timeframe for the administration to respond to and address a classroom overage which I think impacts both the teachers and the students when there's too many kids in the classroom. So I think that's something the Board is proud to have as part of this contract and addressing those issues earlier than it otherwise would have under the existing contract.

Article 5/Section 4 memorializes how the payment of an additional class is calculated. That language actually codifies the current and past practice.

Article 9/Section 5 added new contract language regarding a dedication space for athletic directors provided the building can accommodate an office space.

Article 10/Section 5(c) eliminated language regarding withholding of high school football coach with respect to spring football. What we learned through many conversations was that that payment was actually being paid in arrears so it would come a year later after spring football was actually held.

Article 10/Section 6(c) added language again to memorialize a current practice which was the number of class assignments for high school athletic directors and also added language to that section that allows for middle school athletic directors to be exempt from a duty assignment in order to complete their athletic department duties.

Article 16/Section 1(b) added language that allows for 10 days of annual allotted sick leave to be used for paternity and/or adoption leave. Currently the contract would allow for five days to be used for either one of those then personal day could be used. However, under the Family and Medical Leave Act up to 12 weeks would have been permissible. This only allows for additional two days for paid time to be used and the teachers have sick days regardless, they're afforded by statute; they have 15 days a year so 10 of them would be allowed to be used for that purpose.

Article 16/Section 4 added language that allows the district to ask for a doctor's note when a teacher has been absent for three or more days or demonstrates a pattern of days absent. The current language in the contract only allows the district to send the teacher to a mutually agreed upon physician if there's a pattern of absences or suspected abuse of the sick leave that they're allotted. That language that exists remains in the contract as well but we also added new language that includes a specific requirement that the parties develop and maintain a list of approved healthcare providers or health centers so that if this issue comes up the administration has the ability in the event of chronic absenteeism to actually enforce this provision and send a teacher to a doctor or request a doctor's note. Again, sort of on the topic of chronic absenteeism, there's also significant change in the personal days language that exists in the contract. The language right now doesn't define personal days. Every other contract that we looked at, comparable district included at least some sort of definition with respect to personal days. We tried to offer a definition within the contract and also articulated a better procedure for requesting the time and indicating that there is discretion on the part of the superintendent or his/her designee to approve or reject the personal day.

Article 19/Sections 1 and 4 added language for funeral leave that allows for the leave to take place more than three days after the date of death if documentation is provided to verify a delayed burial service. I think this is anecdotal but it came up a few times and as the contract reads right now, persons who needed to travel out of state where there was a delayed service weren't able to do so and take their funeral leave that's provided for in the contract.

Article 21/Section 1 eliminated the definition of religious leave. That definition was actually introduced in the last contract but after review, review of a number of cases dealing with First Amendment rights, we're comfortable knowing that the definition in all likelihood would not have held up if it was ever challenged and so we removed that. We also did a study to determine the number of religious days that were actually taken and they were pretty insignificant in terms of the overall number of days taken by this unit.

Article 25/Section 7 eliminated the balloon payment option for teachers in term of their payroll options. I think years ago there was only a 22 pay period option and then a 22 pay period option with a balloon payment. Twenty-six period cycle was added to the contract so currently your payroll department maintains three different payrolls and so we think this is gonna synthesize that and just make it a little bit more streamlined so that they're only maintaining two payrolls.

Article 27/Section 9 added contract language that allows a teacher to enforce the electronic device policy. Teachers currently have that right to enforce all of the Board of Ed's policies so essentially doesn't give them any more or less rights than they currently have. It does acknowledge that that policy may change from time to time though.

Article 29/Section 1(b), there's, I'm sorry, a scrivener's error in your summary, but it clarified that settlement agreements and last chance agreements are not letters of reprimand and thus are not subject to the personnel file sanitation provision of the contract. The new language also adds language that clarifies that the Board of Ed is still obligated to comply with the Freedom of Information Act and keep all records even if they've been segregated out pursuant to that contract provision.

Article 30/Section 8 added language that requires a teacher during a non-disciplinary investigation to choose between WTA representatives on-site if they request a representative to be present. In other words they can't wait around for a particular representative to come from across town or from another building. Again, those are for non-disciplinary investigations.

Article 30/Section 16 adds language about reporting to the TEAM Coordinator and prorated payment upon completion of each TEAM module.

Appendix B-1 and B-2 added stipend positions to the contract, many of which already exist and are being paid for but they weren't articulated in the contract which has historically led to a number of repetitive questions coming up every year – what are we paying for this position, positions that exist that are currently being paid for but not recited in the contract include Strength and Conditioning Coach, Assistant Basketball Coach, Assistant Soccer Coach, Indoor Track Coach, I believe there is an Assistant Cheerleading Coach as well. In addition there were a few new stipend positions that were added to the contract including Unified Sports Coaches and High School Robotics Coaches. Currently there are teachers who volunteer for those positions and the union made a compelling argument as to why those positions should be compensated.

In year three of this contract there's also a nominal increase in the stipends that are actually paid out and it's a 2% increase. The cost is estimated somewhere in the neighborhood of 13 to 15,000 for the cost of those stipends in year three of the contract, the increase in those stipends, excuse me. Those stipends have also not been increased over the past two contracts so it's been at least six years where there's been no increase in any of those stipends for coaches and advisory positions.

Appendix F revised the language to allow the Board to utilize and spend monies that remain in the WTA's Medicaid Fund biannually. So twice a year they will be able to look at the remaining funds and be able to spend those on services and other things that would qualify as expenses under, that could be paid for with those funds. Currently the Board has no access to those monies and they sit in an account unspent. The WTA will

still have the ability to spend the money first but there are certain things the WTA cannot contract for or purchase with those monies that the Board would be able to.

Other changes that are non-substantive include language clarifications and revisions as well as replacing outdated language that references the CAPT and CMT testing; we've added more generic standardized testing language. We also replaced or required the use of specific human resource forms and the use of certain grievance software, all of those are currently in effect, we just wanted to codify them in the contract. We've also clarified the only medical and dental insurance that are carried over when the employee takes an extended maternity leave, life insurance which is contracted by the City and not self-insured, would not carry over because the policy doesn't allow for that. We've also made a minor change to clarify the summer schedule for guidance counselors who typically work, are required to work 10 days over the course of the summer. We've just clarified when those 10 days will take place.

BROWN: Great, thank you. Are there any questions of Attorney Shaw?

T. VAN STONE: Thank you Madam President, through you. Actually I just, I don't have any actual questions I just have some comments having lived the process with you, we went through a lot of different things and of course in this process there's give and take and you have to try to make the best package you can and go forward. For the most part I do think we did that. And I'm sure what I bring out as what's not in the contract will not come as a surprise to you, you probably heard me like a broken record and there's one comment before I start that though and it's very important is that I'm worried about our operating budget because all of this does affect our operating budget. We read about the salary increases, yes, although two of my most favorite projects in the school which is Unified Sports and Robotics, will now have a stipend person, an increase in stipends. So that's not even in any of the numbers people were seeing, those are also increases that will have to be taken care of in our operating budget. It was correctly identified that although our numbers look the same in our operating budget there were higher expenses and mainly that was the insurance that had to be taken care of. Now that that has been to this degree addressed I am worried about the operating budget especially the next one that we have to put together that we make sure we cover these additional expenses because this is the budget that, this is where we buy furniture, this is where we buy supplies, and we're down to probably about 15% of our operating budget that's not salaries. So we're at a dangerous level and we have to be very careful and I'm very, very concerned.

As far as some of the things I would have liked to see in the contract was teacher absenteeism . . . I felt we had to get much more strict, we publicize galore about student absenteeism but teacher absenteeism costs us quite a bit of money. Not only does it cost us money with substitutes we unfortunately also go days where we don't have enough substitutes and we are sending kids both to the auditorium, teachers are watching two rooms and it's a big concern of mine. I don't know if we're at an epidemic with teacher absenteeism but we're certainly at a concerned level and I thought we could address it in this contract and we weren't able to. Industry wise there are very serious consequences for having bad absenteeism. Basically in the school system it just happens and in the future we really need to look to address that. Another thing we wanted to try to give the principals a little more room and control over was department heads. We wanted to update their responsibilities, give the principals a little more leeway in changing the department heads, and that came from the principals, that didn't

come from any member of the Board of Education. So that's something I think Madam President we should probably look through our own policies to try, cause actually what we ended up realizing is department heads, they don't even have a job write up, they just exist. So we really need to take a look at that as well because we weren't able to do so within the contract.

The last thing is, I'm not at all in favor of the step process. Basically what this does is it says, and our teachers are fantastic, I walked Crosby High School Thursday afternoon and the teachers do a phenomenal job, but not every teacher is the same and although in a bargaining unit it's very hard to say well this teacher did something real special let's do something for them, when they're in a bargaining unit it's next to impossible to be able to show an employee what their worth is and that's too bad. But to just roll out a new package that says every teacher is exactly the same and as soon as January 1 comes we're gonna give the same pay increase, or whatever the date is we roll the changes in, we just give the same raise, the same percentage, same step increase, etc., I really wish the labor units would come together to say you know what, that's just not right, it's not right to your own labor team, your own bargaining unit, it's just not fair cause not every teachers is the same.

So again they weren't questions but it was some of the things we did go through in the process, it was a very difficult process, I thank my fellow Commissioners for working with us. Our last evening together lasted till three o'clock in the morning so yes we did put in some time and we did do hard work. I don't think anyone walked out of there 100% in favor of what was going on because that's what negotiations are about. Tara, I really appreciate your help through us this in guiding us, probably guiding me the most cause once the door closed you always heard exactly how I was feeling. It was a good process, I do think we did due diligence, but I do have trouble accepting this. I know we're not technically voting tonight but with my concerns with the operating budget I'm gonna have difficulty moving this forward. Thank you for your help and thank you my fellow Commissioners.

SHAW: Can I just make one point and I think that is I think probably information you'd be interested in knowing which is that the average State settlement for a three year Board of Ed teachers' unit negotiation or arbitration, so this is both awards and settlement agreements, is around 9.9%. Some of those are lower, we saw Watertown at 8.9%, Watertown had already moved into a high deductible plan and they were making no changes in their healthcare whatsoever. And I understand we are not Watertown, we are Waterbury, and have different constraints but you should be aware of that information that the State average is 9.9% and we were, as Mr. LeBlanc described, receiving significant concessions and significant anticipated savings with the move to this high deductible plan. The other thing I would like to mention is that I took a look at the past two contracts and took a look at what the projected base salary for this unit would be in the last year of each of those contracts and in each of those contracts we were saving between one to two percent through attrition. So it's about one and a half percent in this current contract, the projected salary for this contract here, the current year, the last year of this three year contract, was just shy of 106 million, that is now the current annual salary for this unit. And I did confirm with Paul Guidone that that one to two percent in attrition savings has historically been the case for this unit and that makes sense because of its size and because you have people who leave on top step or close to top step and you hopefully replace them with teachers coming in at lower steps.

BROWN: Thank you. Any other questions or comments? Commissioner Sweeney.

SWEENEY: Tara. Thank you for guiding us through the process. It was a very respectful and collaborative I thought process this time around. There was an immense amount, immense amount of discussion on every point and issue but again always very respectful, always offering alternatives as opposed to just nope, we're not gonna deal with that, always with alternatives, somebody offering something else, another direction to go in. So it is extremely long and arduous work but it was pleasant in that, in that framework, it was productive. Really when we came down to it there were very few issues left on the table and we started with 30, 40, between both sides, I mean we had books. So it was a lot of work but again it was very collaborative and we appreciate your guidance through that. I appreciate the support of my fellow Commissioners, Mr. Van Stone, Commissioner Brown, Commissioner Stango in being there with us throughout that process. I'm extremely happy, right from the beginning was very adamant that I wanted to see some kind of step movement. Not my favorite plan on how we structure rewarding employees however it is the plan that we have and I feel that this district has been disadvantaged for a long time and we are losing staff and teachers, good teachers, because of the disparity in the step. So I'm pleased to see that we're gonna move that, at least a little, we're never gonna get back what they have lost but at least we're now getting on the playing field I think. So I'm hopeful that what we see here will draw in some more excellent teachers to this district because our children deserve them. So thank you again for your work.

BROWN: Commissioner Theriault.

THERIAULT: I don't have any questions. I'll wait for any other Board members who have questions of the speaker.

BROWN: Commissioner Stango.

STANGO: Thank you. Attorney Shaw, when you look at the salary schedule that we have now at 9.6%, I think you may have touched on this a little bit, increase, how does that fit in with the DRG with other district that are comparable to us? I'm not talking about the suburbans or the smaller but the ones that are comparable to Waterbury, are we in the same ballpark with those raises

SHAW: We are, yes. Any of the districts that have moved to the high deductible plan, the trend is with any unit, including the teachers units in our DRG districts has been to basically give a premium that year that teachers are moving to the high deductible plan because of the out of pocket expense that the teachers will experience and because of the anticipated savings.

STANGO: And when you talk about out healthcare plan that we're gonna be saving money on obviously the savings of moving into that high deductible are going to be applied to or offset by the raises so when we talk about 9%, we're talking about a savings on the healthcare so it won't be that much of a difference or will it in the output of money from the City when all is said and done? You have the salaries and then you have the healthcare reduction

SHAW: The net increase is about 4%, 4.6%.

STANGO: Right, but in actual money. Let's put it this way, with salary output and budget item that we have now and then we're going into the next three years, how much of a difference is that going to be? We talk about percent but how about in actual money?

SHAW: One percent is essentially about one million dollars for this unit so you're looking at about 4.6 million dollars over the course of three years.

STANGO: So we're looking at 4.6 million dollars over three years then we're looking at a savings in the healthcare of 4.6, that's correct?

SHAW: That's correct.

STANGO: Okay, I'd just like to say, again, I think it's a fair contract, I think you did an excellent job with us, the Board of Ed, and with the input from Mr. Schwartz and the Superintendent and everyone else that came together at that point. And I think that we have to realistically look at the money package. We know and decry this all the time that we lose teachers, we lose quality teachers because quality teachers are recruited by other districts who pay them more. So we need to catch up at some point and we're working on that. Also, just to note, way back, not that far back, our teachers took somewhat of a hit with the freezes that were put into place by Oversight and then continue to some extent. As we move forward those teachers will catch up with their counterparts as far as the money line item is concerned but they're never gonna catch up with the money they lost so far going into this so we're working to bring them up to par with everyone else but we need to keep in mind that they did lose a lot of money going for the last eight to ten years. So I think it's a good contract and I'm glad that we're trying to get equity with other districts and I think it will help with our minority recruitment because we hear that minority teachers can apply to many districts cause they are sought after as we try to recruit them other people are trying to recruit them and if we can at least come close to the money then I think that we have a better chance. So anyway thank you.

BROWN: Commissioner Theriault.

THERIAULT: I'm done with the speaker unless there's anyone else.

BROWN: Is there anyone else that has questions for Tara?

MAYOR: Before she leaves the podium I would like to thank you. You did a really good job on this contract I think and the points that Commissioners brought up are fair, accurate. This contract was extremely important to the City because of the number of people in the WTA. And as you heard from our Finance Director to move into the healthcare plan was critical for the City because we have other union contract negotiations happening now as we speak and by getting the largest union into the healthcare plan makes it that much easier for the City during any arbitration process. So I commend certainly Tara in her efforts, I commend the Commissioners who participated in the process; I commend the WTA President and his people. We've been around for a while; most of the people here at this table, and sometimes contract negotiations in the past have been extremely ugly and have had long lasting negative impacts on employee morale. That was not the case during this negotiation, nor was it the case three years ago and I think our teachers recognize that we are trying, desperately trying, to respect them and to your point Commissioner Stango about the

compensation package, certainly the, it's about five millions dollars, it might be a little less, that number is very conservative by the way as to the savings when you net it out it's about 4.6% over three years so critical for the City of Waterbury. I can't emphasize enough how critical it was for the City to get this bargaining unit into that healthcare plan. So we gave a little to get them there but the truth is if you look at the salary structure of competing districts we're not at the top by any stretch of the imagination, but the good news is we're not at the bottom any longer either. And you're right, I think that will help us in our recruiting efforts across the board to find what we're really desperately looking for and that is qualified individuals to fill these teaching positions. So I'm very, very happy from this side of the table with the process and I can't emphasize enough Tara the professionalism shown by you and your firm and we're very pleased at the success of these negotiations. Thank you.

BROWN: Thank you Mayor. Any other discussions with Attorney Shaw.

MAYOR: That's it for Tara. I would like to bring up one point, I'm sorry; I have to go to another meeting. With respect to the talk of absenteeism, we recognize that we do have a problem with teacher absenteeism, there's no question, and our new HR Director who is starting in January, January 4, he has an incredible amount of experience as an HR Director, almost 40 years with the United States Postal Service, but one of the things we were impressed with during the interview process was that he reformed the absentee policies for the United States Post Office. He single handedly led that mission and he's an expert in this field and I believe strongly he's going to have a very good positive impact on those issues and they are extremely expensive, as Commissioner Van Stone had pointed out, and I know that there's ways to be a little bit more diligent. And quite frankly it took us a long time to find an HR Director and I think during that period of time we relied much too much on Dr. Tucker to wear too many hats and I do believe that some of the policies that re in place we probably haven't been as diligent as we should be or could have been in following. But I do think with the new HR Director coming on board I think all of you have a sense of probably belief in him that he is going to be very qualified in this position and I think he's gonna be a great hire. Thank you.

BROWN: Thank you Mayor. Any further discussion? Commissioner Theriault.

THERIAULT: I'm gonna try to keep my speech to five minutes but if I go over I assume I'll be allowed. Is that correct?

BROWN: Yes.

THERIAULT: I like clarification on issues. First of all I agree with Commissioner Stango's comments with regard to the Oversight Board and the many, many freezes that our teachers have had. I know we're comparable to the other ERG's in terms of the pay and so forth but if you took the other ERG's and the teachers in that ERG and you looked at how much money they made over a 15/20 year period versus how much money a teacher in Waterbury made or didn't make, it would be probably at least \$100,000 in the shortfall. So when we're comparing ERG's to ERG's, let's compare history to history and the amount of dollars that went in their pocket and the pain and suffering that the teachers in Waterbury had to endure and that is why many times teachers don't want to come here because they know there are 12 steps but some people are in their 16<sup>th</sup> or 18<sup>th</sup> year and they're still not on the 12<sup>th</sup> step, so they're saying hey, if I'm a 20 year teacher are they gonna take me and freeze me? Can I

leave Waterbury and go to a surrounding district and then come back and go to the other step? So I think that was well taken, a point well commented on by Commissioner Stango. One of our other Commissioners spoke regarding steps and the steps were always initiated because we couldn't pay the teachers the "x" amount of dollars or the maximum amount of dollars so we hired them at a lower rate and then year by year we got them up to the 12<sup>th</sup> step. That was pretty much sanctimonious until the Oversight Board stepped in and said not only are we going to go after the percentage raises we're gonna go after the step raises. So once the Oversight Board left all of a sudden boards and other committees and so forth didn't look at the step as an automatic raise, they looked at it as a place that they could manipulate. So they looked at the percentage raise, the yearly raise that teachers got, but now I see the actual raise only amounts to 5.1 but then when you count the step raises and so forth that it included in the overall package so I understand how you arrive at 9.6. So that still means that the shortfall if we're gonna get say 4.6 in the general fund, the general fund is not our budget, that's not out of our budget, that's in the general fund, we still have to operate our budget at the full 9.6. So if the general fund pays 4.6 you would think that the shortfall in our budget would be five. It's probably not, it's gonna be more like 9.6 because that money is saved in the general budget. Am I correct Mr. LeBlanc? Just nod. So I have some concern about that and I heard Commissioner Van Stone expressing that on the radio today and I kind of nodded my head then and I'm nodding it now. I just want to know is this a new way of voting when we have this arbitration award because I always remember in the past when I was on the Board when an arbitration award came to be it was kind of voted on, I could be mistaken on that. Is this always the procedure that we have followed in the past? I've been on the Board 21 days; I haven't gotten one single update in 21 days. You would think that there would be enough time to get a little bit of an update. And I kind of agree with some of the other speakers here you know. I know the state of New Jersey has a sunshine law; we seem to have a cloudy day law where we're not letting everybody in. I could see you know not letting them in on key crucial negotiations and I know that's the law and I know it's the law that we don't have a vote here but I'm very disappointed that we don't have a vote because I'd like to let the taxpayers and the constituents know how I feel about it. So I guess I'll have to express it here at the podium not in a vote. Board of Ed cannot vote so in a sense these negotiations of arbitration have been in sort of executive session, behind closed doors, the public didn't get an opportunity to speak, voters didn't have an opportunity to speak, special interest groups didn't have an opportunity to speak, and the press didn't have an opportunity to speak. Those are a lot of people who didn't have an opportunity to speak. Maybe we should have a little bit more of an opportunity when these arbitration rulings come out for the public to have an opportunity to speak and any other group that wants to speak to it. So this will go to the Board of Aldermen and the Board of Aldermen I will assume will have a hearing and then the people, the stakeholders will have an opportunity to speak and I hope we give them enough notice so that they do in fact have an opportunity to speak. The WTA has 1,500 to 1,600 members, that's a lot of people. And I know these high deductibles are going to save the City a lot of money. But if I were coming into Waterbury as a teacher, first year teacher or tenth year teacher, one of the first places I'd look at is their healthcare plan and if everybody else has a high deductible I'd say well, that's the name of the game, I'm not gonna do any better in Bridgeport or Hartford or New Haven but if these other ones do, I hear about teachers leaving Waterbury for raises of thirty-thousand, forty-thousand dollars and I wonder wow, they come into Waterbury, we train them and they leave and they'd been doing this for a good 10 years, they'd come in, you know with all due respect to our

firemen and our policemen, they come in and they train and after two or three years they leave and that's what happens in Waterbury – we train them, they gain them. We do a great job; I can't tell you how impressed I am with the staff. I went over to Tinker School and read today, I can't tell you how impressed I am with our staff and the work that they do and it's a tough job, it's a very, very tough job. So in conclusion I'm disappointed that we can't vote. I really think some legislation should be changed so that it's a little bit more of a cloudy day with the sunshine coming out once in a while so people have the opportunity to speak. I think that's pretty much it for now. So as we go forward we'll have to look at this and look at how much savings, I have been very critical of the budget and I'm staying on point, I've been very critical of the ILD's that we have hired for the tune of 149,000 bucks a piece, maybe more. I am critical of that because I was told that the ILD's aren't paid out of the Alliance Grant. I don't know whether or not this was true but if they're not paid out of the Alliance Grant where are they paid? Well I was also led to believe that the Alliance Grants are transferred to the general fund and then these ILD's are paid out of the general fund. So if that's the case we're really robbing Peter to pay Paul, we're really scurrying around the law to pay these ILD's. So my last point would be we need the help for the teachers, we need an expansion of the alternative program, we need an Enlightenment Program, State Street Program, we need expansion of that, we need to double the size to get these recalcitrant kids out of our classroom and how we are going to do it with this budget I don't know. But these are things that the Board has to consider, these are all budgetary problems and all things that we are going to have to look at. And Commissioner Pagano, you're in charge of the Finance, and I have always said you know if these grants go away, if these Alliance Funds go away, these Turnaround Funds go away, these other grants go away, the federal government is in big trouble, the state certainly is in big trouble. If they suddenly decide to reduce our ECS we're gonna be in deep trouble and we all know that. So, that's about it.

BROWN: Commissioner Van Stone.

JASON VAN STONE: Thank you Madam President, through you. Just a couple general points. Commissioner Theriault is right that as we look at this document in front of us while we do have an estimated savings of that five million on the health insurance side which is good for the City it really has no bearing on our budgetary purpose here. Out of our general operating budget of the Board of Education, health and benefits aren't part of that. So we will be incurring the 9.6% increase over the three years and realizing zero savings. So I just want to make sure everyone on the Board understood that. So while I'm happy to be a team player for the City, it's not something necessarily that will benefit this Board directly. To that 9.6% increase over three years to a group of people who I truly believe deserve it; I imagine you're not going to find those kind of raises given out to anyone in the private sector over the next three years. The raises that the private sector can expect to find are far less than this and yet they're going to be picking up the general, the large bit of this tab. We talked about respect for the teachers which they clearly deserve, we need to give some respect to the taxpayers too, the people sitting at home tonight we are trying to figure out how to put a holiday together for their family, how to make sure their kid gets a gift, how to make sure they're putting dinner on the table or medications into their body, they're at a breaking point so I understand that everyone else is getting 9.5 or 9.9% and that's kind of what it is and I get that and this is the world we live in but while we need to make sure we take care of our teachers, there's a whole sloth of people out there who put us into these jobs that

need to be respected as well. So I have trouble okaying the 9.6% raise and I've signaled that all through the year every time one of our six figure jobs came down the pike I was usually one of the few people voting against them because we can't say yes to everything every time and if this is the most important, if these 1,600 teachers or so are the most important people we need to take care of and they very well may be, then we need to save the money for them and not give it to other places. The idea that we can just continually be a piggy bank and give every one every desire they have is a fallacy because there's gonna be nobody left to pay the bills. So I have trouble with that and that's gonna be an issue that the Board of Aldermen is gonna have to take up when it gets to their plate. It's my understanding we will be voting tonight on whether to send them a recommendation to approve or reject, is that correct?

BROWN: The motion on the floor right now is just to accept the recommendation of the Superintendent to approve the contract.

JASON VAN STONE: So there will be a vote of yes or no?

BROWN: Yes.

JASON VAN STONE: Commissioner Theriault, there will be a vote tonight. One thing I was happy to hear during the discussion was the idea that we as a district have management rights which I think we don't use enough. For far too long if it wasn't in a contract black and white we were scared to do it even though it was generally considered managerial rights. So I was glad that we started beginning those discussions. There's a lot more that we can do to manage this district that isn't necessarily in a black and white contract but exist because we and Central Office are the management. So if we can begin doing those things that's where we start knocking down some of these costs, that's where we can start hitting that absentee problem. All the things in here that for some reason for decades gone by we've been waiting for someone to finally codify in a contract which the other side of the table would never agree to, we can already do, we just need to have the guts to do it. So as we go through this every time there's an absentee problem or a different problem that we don't know what necessarily to do with, we need to play a little hardball and get those rights back which I believe we already had. So that was my one take away from this that I think, I'm glad we moved the ball a little bit down the field on that one. For the rest of it I'm probably gonna be voting "no" to recommend this to the Board of Aldermen. Thank you Madam President.

BROWN: Thank you, any other comments? Commissioner Pagano.

PAGANO: Thank you Madam President, through you. Number one, I'd like to thank my colleague Commissioners for helping enlighten the new guy on the team. When I got this package yesterday, I can't tell you the language I wanted to use it when I saw it getting it at the last moment, I was critical of the process but you know what crash learning is always a good thing on little sleep, I try to get as much as I could. I'm probably also in the same mindset as Commissioner Theriault and Commissioner Van Stone on the numbers. The only number that I haven't heard here discussed is been the . . . that the students have suffered through without being in a competitive market place of getting the best and brightest because we did lose \$40,000 transfers and I know of a couple that did this in the last year and I'm very happy that at least we have the potential to at least squash down that delta and focus on the children and their

opportunities for success by maintaining and attracting some of the best and brightest that we can. I won't belabor, I just wanted to make a comments and that's it. Thank you.

BROWN: Commissioner Stango for the second time.

STANGO: Just for clarity Madam President, can Vice President read the motion again.

RODRIGUEZ: Sure, with the approval of the Committee of the Whole, the Superintendent of Schools recommends approval of the stipulated arbitration award dated December 15, 2015 to the Board of Aldermen regarding the collective bargaining agreement between the Waterbury Board of Education and the Waterbury Teachers' Association for the period of July 1, 2016 through June 30, 2019.

BROWN: Could you call the roll call vote please.

**ROLL CALL VOTE ON ITEM #2.1:**

Yeas: Commissioners Harvey, Pagano, Rodriguez, Stango, Sweeney, and President Brown – 6

Nays: Commissioners Theriault, J. Van Stone, and T. Van Stone – 3

CLERK: Six/three, motion passes.

BROWN: Motion carries. Thank you all very much.

**3 . SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

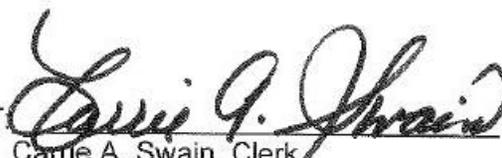
**3.1 Upon a motion by Commissioner Sweeney and duly seconded by Commissioner Rodriguez, it was voted unanimously to receive and place on the following involuntary transfer: Inez Ramirez, from Supervising Vice Principal, Hopeville School to Supervising Vice Principal, Kingsbury School, effective 01/07/2016.**

BROWN: All in favor.

**ADJOURNMENT**

**Upon a motion by Commissioner Sweeney and duly seconded by Commissioner Rodriguez, it was voted unanimously to adjourn at 7:32 p.m.**

ATTEST

  
Carrie A. Swain, Clerk  
Board of Education