

Thursday, March 14, 2019

MINUTES OF THE MEETING OF THE SPECIAL MEETING OF THE BRIDGEPORT BOARD OF EDUCATION, held March 14, 2019, at Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

The meeting was called to order at 6:32 p.m. Present were Secretary Joseph Sokolovic, Joseph Lombard, Ben Walker, Hernan Illingworth, and Maria Pereira. Chair John Weldon arrived subsequently as noted.

The first agenda item was on legal representation agreement between the board and Milano & Wanat, LLC.

Mr. Walker moved that *“we adjourn into executive session with members of the Board of Education and the superintendent of schools, along with Attorney Buturla of Berchem Moses and Attorney Gary Kaisen of Milano & Wanat and Deputy City Attorney John Bohannon.”* The motion was seconded by Mr. Sokolovic and unanimously approved.

The executive session began at 6:34 p.m.

The board reconvened in public session at 7:06 p.m. Mr. Weldon was now present. He said he joined the meeting while it was in executive session.

Ms. Pereira moved *“to authorize Chairman John Weldon and City Attorney Christopher Meyer to sign a legal representation agreement between the Bridgeport Board of Education and Milano & Wanat, LLC, in the matter of John Doe vs. Laura Ramos, Bridgeport Board of Education, City*

*of Bridgeport, and Eric Graf.”* The motion was seconded by Mr. Walker and unanimously approved.

The next agenda item was Grievance 2770 pertaining to Article XI, Section 11.2 to relating to Leslie Vinck.

Atty. Floyd Dugas of Berchem Moses said this item was a personnel matter that would qualify for executive session because it goes right to the core performance of the employee.

Atty. Marshall said he was not clear why Dr. Black would be present since he was a BCAS member and was not here as a witness. Atty. Dugas said Dr. Black was here to support the administration in describing the evaluation process. Ms. Pereira and Mr. Weldon said Dr. Black could only provide testimony and only when the testimony is needed. Atty. Dugas agreed.

Mr. Walker moved that *“we adjourn to executive session. In the matter of Grievance 2770, Leslie Vinck, Park City Magnet, Article XI, Section 11.2. Members in executive session will be members of the Bridgeport Board of Education, our Attorney Dugas, BEA Attorney Marshall, Principal Ms. Maguire, BEA representative Ms. Tedesco, and grievant, Ms. Vinck, with Dr. Black with BCAS coming in to present testimony as needed.”*

Atty. Dugas said if Dr. Black could not be present, he wondered why Ms. Tedesco could be present, since she was not here to give testimony. Mr. Walker said she had been involved in the grievance throughout. Mr. Weldon said he agreed. Atty. Marshall said she had never been excluded from executive session. Ms. Tedesco said her name is on all the paperwork.

The motion was seconded by Mr. Sokolovic and unanimously approved.

The executive session began at 7:16 p.m.

The board reconvened in public session at 8:37 p.m.

Mr. Sokolovic was not present.

Mr. Lombard moved “to sustain *BEA Grievance 2770, Leslie Vinck, Park City Magnet, Article XI, Section 11.2.* “ The motion was seconded by Mr. Walker and unanimously approved.

The next agenda item related to a Grievance 2776, Article V, Section 5.9, Christine DiGrazia.

Atty. Dugas and Atty. Marshall agreed there were not facts in dispute, but it was a question of interpretation of the contract.

Atty. Dugas and Atty. Marshall said there might be need for a short executive session about confidential medical information.

Atty. Marshall said the case is fundamentally a contract interpretation case. He said when a teacher is out of work for a work-related injury the district initially deducts one sick day from the teacher’s accrual for every three days the teacher is out. He said another provision provides if the teacher’s absence is due to injuries caused by an assault there is no deduction of sick days. The question is whether that applies to the incident in question.

Atty. Marshall said there is nothing in the contract that defines assault and it is not defined in C.G.S. 10-236a, which is the indemnification statute for school employees.

Atty. Marshall said the collective bargaining agreement operates in the civil, not the criminal, realm, so criminal assault is not at issue. He said civil assault does not even require physical contact or a finding that the student intended to cause serious injuries. He said the board only needs to recognize the student put her hands on Ms. DiGrazia, shoved her to the ground and caused her serious injuries, which he said sounds like civil assault.

Atty. Marshall said what is in question are the approximately 21 sick days deducted from Ms. DiGrazia's accrual and he asked they be restored.

Atty. Marshall said in general what happened was on the first day of school, August 30th, a disruptive student stormed out of the classroom. Ms. DiGrazia moved to try to talk to the student near the door; the student put two hands on Ms. DiGrazia and shoved her to the ground. Ms. DiGrazia was dazed and bleeding, and required assistance to stand. The students in the classroom said the student pushed her. She was taken from the school in a wheelchair to St. Vincent's Hospital and was out of work for four months while receiving medical treatment.

Atty. Marshall said Ms. DiGrazia followed the proper protocol and described the incident in writing to her principal and to the police, and described the incident as an assault. Nevertheless, the district deducted one sick day for every day she was out. He said we were told the principal did not feel it was an assault. He said we were told the security

cameras were not working. He added the principal recorded the incident as an assault in Power School.

Atty. Dugas said most of the facts aren't in dispute. He noted the student in question was in 3rd grade. He said the language in the contract is based on a statute and he provided the board members a copy of the statute. He said there is a Superior Court decision where the judge concluded that an assault under C.G.S. 10-236a means an intentionally violent and hostile attack on another person. He said the Appellate Court and Supreme Court of Connecticut have not taken up this exact issue. He said Superior Court decisions are usually considered not cast in stone without appellate review.

Atty. Dugas said if a high school student hit a student or if a teacher tried to break up a fight and was struck it would be an assault, but a 3rd grader bumping into a teacher while running out the door is not an assault. He said he did not want to minimize the consequence to the teacher from a health standpoint. He said in a language grievance the union has the burden of proof and they have to prove there was an assault. He said he would submit it takes a little more than a 3rd grader running into a teacher to constitute an assault

Atty. Marshall said there is another case from Danbury, *Gorman vs. New Milford*, where the Superior Court ruled 10-236a does not require intent. He said this means two, nonbinding trial court decisions have reached different conclusions.

Atty. Marshall asked the board members use common sense and judgment to determine the teacher was assaulted.

Mr. Walker noted the child received a four-day out-of-school suspension. Ms. Pereira said out-of-school suspensions apply to dangerous situations.

Mr. Walker said he did not believe an executive session to hear testimony about the grievant's injuries was necessary.

Atty. Marshall said there is no question that the student intended to make contact with Ms. DiGrazia.

Atty. Dugas said he was concerned how a student's record got released to the union in this matter. Ms. Pereira noted the child's name was redacted.

Ms. Pereira said the police report indicated Ms. DiGrazia did not go to the hospital, Ms. DiGrazia said she went to a clinic, which Atty. Marshall said was one of the designated clinics that employees have to go for workers' compensation situations.

Ms. Pereira and Mr. Walker said they did not need any further information.

Atty. Dugas said the union had the burden of proof to prove it was an assault.

Atty. Dugas said because it was a contract matter the board could deliberate in a private meeting.

Mr. Weldon said the board would recess into a non-meeting.

The meeting was recessed at 9:03 p.m.

The meeting reconvened at 9:16 p.m.

Ms. Pereira moved “*to sustain BEA Grievance 2776, Christina DiGrazia.*” The motion was seconded by Mr. Lombard and unanimously approved.

Ms. Pereira moved the meeting be adjourned. The motion was seconded by Mr. Lombard and unanimously approved.

The meeting was adjourned at 9:17 p.m.

Respectfully submitted,

John McLeod

*Approved by the board on April 8, 2019*