

Thursday, July 18, 2019

MINUTES OF THE SPECIAL MEETING OF THE BRIDGEPORT BOARD OF EDUCATION, held July 18, 2019, at Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

The meeting was called to order at 6:31 p.m. Present were Chair John Weldon, Secretary Joseph Sokolovic, Hernan Illingworth, LaMar Kennedy, Maria Pereira, Sybil Allen, and Chris Taylor. Vice Chair Jessica Martinez and Joseph Lombard arrived subsequently as noted.

The first agenda item was discussion and possible action on the Teach for America contract.

Ms. Pereira said the board got a copy of the 20-page contract about two hours and twenty minutes ago. She described it as the Teach for a Little While contract.

Michael Testani said the contract had been reviewed and the changes that were made were negotiated between the Teach for America folks and Dr. Johnson.

Ms. Pereira said the Public Act 18-125, which was revised in Public Act 17-200, is not referenced anywhere in the contract. She said the provisions apply to student privacy.

Mr. Weldon said Atty. Mark Anastasi would be arriving later at the meeting. He said he understood Atty. Anastasi had three comments on the contract.

Mr. Taylor said he still does not get board e-mails.

Ms. Pereira said the initial contract with Teach for America was signed in 2009, without the board's knowledge or permission. The rate at the time was \$2,400. She said the current rate of \$3,300 was a 48 percent increase over ten years. She said the report from Marlene Siegel indicated that since 2014 there has been a 56 percent turnover of TFA teachers, while the rest of the district has an average of 10 percent.

Mr. Testani said one change in the contract is the hirees would be restricted to subject matter or grade-level vacancies in areas designated as critical or shortage areas. Ms. Pereira said a reference to shortage areas as determined by the state Department of Education should be added.

Ms. Pereira objected to a provision that high school graduates from the Bridgeport Public Schools can be hired for all subject matter vacancies. Mr. Testani said he understood Dr. Johnson requested this provision, although he had not spoken to her.

Mr. Sokolovic said he believed that provision should not be in the contract.

Ms. Pereira said she would not refer to the TFA members as teachers because they deprofessionalize the teaching profession.

Ms. Martinez arrived at the meeting.

Mr. Sokolovic moved *"to remove, on page 2, Section 4, sentence number two, high school graduates from the Bridgeport Public School system can be hired for all grade*

level and subject matter vacancies.” The motion was seconded by Ms. Pereira.

The motion was approved by a 6-1 vote. Voting in favor were members Kennedy, Pereira, Sokolovic, Weldon, Illingworth and Allen.

Mr. Taylor was opposed. Ms. Martinez abstained.

Mr. Testani noted the payments to TFA per placement were \$3,300 in Years 1 and 2, and \$3,330 for each year up to two years for the teachers who commence employment with the board from 2021 to 2022, which was a reduction in the amount paid.

In response to a question, Tyler Miller of Teach for America said the prior contract had payments of \$3,310, \$3,410, and \$3,512, for the three years beginning in 2016-17.

Mr. Testani noted there was language about student surveys. Ms. Pereira said TFA repeatedly violated this provision in all three years of the contract.

Mr. Miller said he provided information about the survey to Dr. Johnson. He said Dr. Johnson felt comfortable with it because there was no student identifying data. He said it provides a class average of students ratings of the teachers in different areas.

Ms. Pereira said parent notification was needed to conduct such surveys.

Atty. Floyd Dugas of Berchem Moses said although he was not involved in the matter, he was familiar with the legislation and it only applies if the third-party vendor has access to

personally identifiable information regarding students. He said he would be happy to take a look at the issue.

Ms. Pereira said she sent the previous contract to Doug Casey, the executive director of the Connecticut Commission for Educational Technology, and a member of the Fairfield board of education with an interest in student privacy and both said the contract had significant violations.

Mr. Taylor objected to Ms. Pereira providing legal advice.

Mr. Dugas said he believed the law was pretty straightforward, although he would be happy to confer with Mr. Casey if necessary.

Mr. Lombard arrived at the meeting

Mr. Miller said he was happy to add a provision that the board will never pay for a non-shortage area teacher if they were to be hired.

Mr. Testani noted the district's hiring process requires interviews at the building level and a mock lesson.

Ms. Pereira said when the contract was renewed in 2016 TFA was told this would be their final contract.

In response to a question, Mr. Testani said the district had needs in the shortage areas. He said there are sometimes resignations in the eleventh hour.

Mr. Sokolovic said if another subject becomes a shortage area the proposed language in the contract would cover it.

Mr. Sokolovic moved *“to add under ‘Fees’ a bullet 4, the board shall not be liable for any fees for any TFA placement not considered a shortage area.”*

The motion was seconded by Ms. Pereira.

The motion was approved by a 8-1 vote. Voting in favor were members Kennedy, Pereira, Lombard, Sokolovic, Weldon, Lombard, Illingworth and Allen.

Mr. Taylor was opposed.

Atty. Mark Anastasi of the city attorney’s office arrived at the meeting.

Atty. Anastasi said the agreement doesn’t read as an exclusive agreement. He said it might make sense to have language to indicate the board is not obligated to hire anyone presented. Several of the board members indicated agreement.

Atty. Anastasi proposed striking the word “knowingly” from Section C, line 7. Board members agreed.

In response to a question, Mr. Miller said the date included in the contract on page 3 was July 30th because TFA does its strategic planning in May and June, and Dr. Johnson agreed.

Ms. Pereira said the terms of employment of TFA teachers were based on the BEA contract so language on this page was not needed.

Atty. Anastasi said it could be phrased as reductions in force will be done in compliance with collective bargaining. Atty.

Dugas noted the collective bargaining agreement only covers certified employees.

Mr. Miller said TFA teachers have what is called a general rec via an alternative route to certification, but they are all certified teachers for ten months. They are then eligible to obtain their initial educator certification and are on the same track as any other teacher.

Mr. Kennedy said the teachers are in a sense certified by the state, which is essentially a DSAP.

Mr. Miller said the teachers are certified when they begin teaching and qualify for an initial educator certificate after ten months. He said it is the goal to have every TFA educator obtain their initial educator certification.

Mr. Miller said TFA includes a program for teachers to get master's degrees in education.

The board members indicated agreement with removing the references suggested by Atty. Anastasi.

Mr. Testani said the DSAP teachers get assessments and visitations from colleges or universities, and the same thing would occur with TFA assessments of their teachers. He said most of the time it is done in conjunction with the building administrator so they're both looking at the same instruction.

Mr. Miller said the principals are requesting that TFA do more of this, viewing them as a floating help system to assist the TFA teachers.

Ms. Pereira referred to legislation about student privacy on page 7. Atty. Anastasi noted there are provisions that TFA agrees to comply with FERPA and state laws or regulations concerning student privacy.

Ms. Martinez said that covers it.

Ms. Pereira asked Atty. Anastasi to look at the public acts in question. She noted the Fairfield board member who saw the contract indicated it was in violation of state law. Atty. Anastasi said the references to complying with state law would seem to be overriding.

Mr. Kennedy noted page 6 of the contract includes references to provisions about de-identified aggregate student achievement data and de-identified aggregated student survey data. He said he reads that as previous information they have gathered through earlier years to use for professional development of their teachers.

Ms. Pereira asked about the 45-day waiting period to correct erroneous information about students. Mr. Miller said the provision just continued from the previous contract and was not discussed with Dr. Johnson.

Mr. Weldon said he was a little frustrated with going through the contract line by line. He said an attorney has looked at it and pointed out areas worth looking at. He asked what the board wanted to do to move forward.

Mr. Illingworth suggested allowing the city attorney proceeding. Atty. Anastasi said the exercise we're going through is usually done in committee. Ms. Pereira said the matter was not brought to committee.

Atty. Dugas said he believed the 45 days comes out of FERPA. Atty. Anastasi suggested saying within 45 days or such shorter time as permitted by FERPA. Ms. Pereira suggested 15 business days. Atty. Anastasi suggested the language, 15 business days, if reasonably possible.

Mr. Sokolovic noted if a teacher is dismissed in early January the board would have to pay the fee for the school year. He asked if the board would have to pay for a replacement TFA teacher.

Mr. Miller said that would never happen because TFA does not insert teachers halfway through the year.

Ms. Pereira said prior to the last contract the board was paying the entire fee if a teacher lasted 14 days. She said in the past she urged prorating the payment.

Mr. Miller said the budget is built on how many teachers are placed. He said he had no objection to pushing the deadline back to January 31st as a show of good faith.

Atty. Anastasi suggested changing names listed in the contract to the office of the superintendent and chairman of the board.

Mr. Taylor left the meeting.

In response to a question, Mr. Testani said the TFA teachers go through the same background checks other teachers do.

Atty. Anastasi said he would consult with Berchem Moses on the student privacy issues.

In response to a question, Mr. Miller said TFA did not keep identifiable student information in its databases.

Mr. Illingworth moved “to *approve the contract with the changes as noted.*” The motion was seconded by Ms. Martinez.

Ms. Pereira said she would not vote for Teach for America. She said they were told in 2016 they would not be renewed and our staff was told to develop a program. She said the majority of the board was not willing to invest in the program that was developed. She said TFA was de-professionalizing teachers. She noted the large turnover of TFA teachers.

In response to a question, Mr. Testani said the arrangement was beneficial in shortage areas in putting the best in front of our kids.

Mr. Illingworth said he understood our human resources department made a plan, but the administration is still bringing the TFA contract to the board. Ms. Pereira said Dr. Johnson did not want to renew, but they went around her to Mr. Weldon, who called a special meeting. Mr. Weldon said Dr. Johnson said no to their initial proposal.

Ms. Pereira said Nate Snow lives in Black Rock. She said the plan developed by Ms. Colon and Mr. Bronson was sent to all board members.

Mr. Testani said he was not sent a copy of the plan.

The motion was approved by a 5-2 vote. Voting favor were members Lombard, Martinez, Allen, Illingworth and Weldon.

Mr. Sokolovic and Ms. Pereira were opposed. Mr. Kennedy abstained.

Mr. Lombard noted he had a master's degree, was a teacher in public schools for three years and is pursuing his doctorate. He added that Ms. Pereira's facts were wrong. He said he was certified in Connecticut.

The next agenda item was discussion regarding terms of employment of Michael Testani as acting superintendent.

Ms. Pereira said she'd like a copy of the signed TFA contract when it is done.

Ms. Pereira said Mr. Lombard taught in the South. Mr. Lombard said he had to correct a lie on the record. He said he taught in California, Arizona, and had Connecticut certification. He said he was working on his doctorate.

Ms. Pereira said Mr. Lombard was a Teach for America recruit. Mr. Lombard said he was a TFA teacher and had a Connecticut certification, and Ms. Pereira was wrong.

Mr. Weldon said the board engaged in negotiations with Mr. Testani and Atty. Dugas was prepared to discuss it. He recommended the board go into executive session. Mr. Weldon said Atty. Dugas would be invited to participate in the executive session with the board.

Ms. Allen moved "*to go into executive session.*" The motion was seconded by Mr. Lombard.

Upon inquiry, Mr. Testani declined the opportunity to discuss the matter in public session.

The motion was approved by a 6-2 vote. Voting in favor were members Martinez, Illingworth, Weldon, Allen, Lombard and Kennedy. Mr. Sokolovic and Ms. Pereira were opposed.

Mr. Weldon said the purpose of the executive session is to discuss terms of employment with Michael Testani as acting superintendent.

The executive session began at 7:56 p.m.

The board reconvened in public session at 8:37 p.m. Mr. Sokolovic was not present at this time.

Ms. Martinez moved *“to approve the contract as presented to us by counsel and with the modifications as noted by the board to counsel at a total annual salary of \$200,000 a year and the fringe benefits noted in the contract.”* The motion was seconded by Ms. Allen.

Ms. Pereira said Mr. Testani is the most unqualified superintendent in the last forty years in Bridgeport. He has never been a classroom teacher, a principal, an assistant superintendent or a superintendent. She said he does not have an 093. She said to pay him more than Ms. Rabinowitz, who had many years of high-level experience, is outrageous and taxpayers will be outraged because he is not qualified for this position.

Ms. Martinez said but he got it.

The motion was approved by a 6-1 vote. Voting in favor were members Weldon, Martinez, Illingworth, Allen, Lombard and Kennedy. Voting in opposition was Ms. Pereira.

Ms. Allen moved to adjourn the meeting. The motion was seconded by Ms. Martinez and unanimously approved.

The meeting was adjourned at 8:39 p.m.

Respectfully submitted,

John McLeod

Approved by the board on August 26, 2019