

Monday, February 11, 2019

MINUTES OF THE SPECIAL MEETING OF THE
BRIDGEPORT BOARD OF EDUCATION, held January 28,
2019, at Bridgeport Regional Aquaculture Science &
Technology Education Center, 60 St. Stephens Road,
Bridgeport, Connecticut

The meeting was called to order at 6:13 p.m.

Present were Chair John Weldon, Vice Chair Jessica
Martinez, Secretary Joseph Sokolovic, Sybil Allen, Maria
Pereira, and Ben Walker.

Supt. Aresta Johnson, Ed. D., was present.

The first item was Grievance 2767.

Ms. Pereira said according to the Freedom of Information
Commission the board's agenda items should be more
specific to give the public notice.

Mr. Weldon said the item related to the BEA in the matter of
Lisa Balzano and Bridgeport Military Academy

Atty. Eric Marshall, representing the Bridgeport Education
Association, said the grievance is a claim of violation of
Article 7.7, which involves teacher facilities. Subsection b
recognizes the need for adequate parking space at every
school through the purchase of adjacent land, if possible,
and agreement with the police department concerning
parking procedures.

Atty. Marshall said “adequate” means not only enough in number, but also safe and secure. He said Ms. Balzano, a 13-year teacher in the district, parked her car in the BMA parking lot on August 31, 2018, and while it was there someone removed the catalytic converter, rendering the car virtually inoperable. He said the cost to repair the car was \$553.

Atty. Marshall said there is no fence around the lot, security cameras or patrols by security guards. He said therefore it is not adequate. He said Ms. Balzano is asking the board to reimburse her for that amount. He added there was a second incident where a car was broken into at BMA where a parent’s car was broken into and items stolen.

In response to a question, Atty. Marshall said the catalytic converter was sawed off from underneath the 2007 Honda CRV.

In response to a question, Atty. Marshall said Ms. Balzano’s insurance had a \$500 deductible, which she paid out of pocket. He said she was requesting to be reimbursed \$500.

Atty. Floyd Dugas, representing the district, said the burden of proof is on the union in grievances to point to explicit, clear and unequivocal contract language and to prove that the board violated that language. He said the grievance process is not a venue to complain about any ill or problem or concern.

Atty. Dugas said the reference to adequate parking space did not include the language “safe and secure” as suggested by Atty. Marshall, nor does it say that if an employee’s car is vandalized or broken into or stolen that the board must reimburse anybody.

Atty. Dugas said the union would have to bargain for language calling for such reimbursements. He said the contract language has not been violated because the board provided adequate parking space.

Atty. Dugas said an incident like this is troubling because it might involve every car that is broken into or receives a scratch or dent, which would create difficulties of proof. He said this would represented a slippery slope.

Mr. Walker said he believed that the contract with the teachers implied the district was going to protect teachers and their property. He said the teacher would not have had this damage before arriving at school because the car was inoperable after the theft.

Ms. Pereira said if it was a dent or scratch, they should not be able to prove it happened on school property, but in this case it was clear the catalytic converter was there when the teacher arrived at the school. She said the reference to the police department in the contract indicated a concern with security.

In response to a question, Atty. Dugas said there is a Supreme Court decision involving the Waterbury Board of Education which made clear in non-personnel matters this portion must be in public session and the deliberations may be held in private, which is technically a non-meeting.

In response to a question, Atty. Dugas said the reference to the police department about parking procedures did not infer any broader obligation on the board's part.

Ms. Martinez said she agreed the union was trying to read

language into the contract that did not exist.

Ms. Allen moved to go into executive session to deliberate. Atty. Dugas said technically the motion should be to recess to go into a non-meeting. (The motion was not seconded.)

Ms. Pereira suggested the board meet the teacher 50-50. She said it was a major part of the teacher's car. She asked what else could she have done to secure her car.

Ms. Martinez said she felt bad for the teacher, particularly since they don't get paid enough, but the language did not indicate the board had to pay. She said to be kind in this situation would lead to opening doors to future claims. She said she was willing to go with what the team wants to do. She said the union had the job to bargain for the language to cover this issue.

Mr. Walker moved that "*we uphold Grievance 2667.*" Ms. Pereira seconded the motion. The motion was approved by a 4-2 vote. Voting in favor were members Walker, Pereira, Illingworth and Martinez. Mr. Weldon and Mr. Allen were opposed. Mr. Sokolovic abstained.

Mr. Weldon said the second item on the agenda, Grievance 2764, a matter relating to Jennifer Gilbert, an employee at Dunbar School, has been resolved by the superintendent's office.

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

The meeting was adjourned at 6:36 p.m.

Respectfully submitted,

John McLeod

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