

Wednesday, June 20, 2018 [Corrected]

MINUTES OF THE SPECIAL MEETING OF THE  
BRIDGEPORT BOARD OF EDUCATION, held June 20,  
2018, at City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

The meeting was called to order at 7:00 p.m. Present were Chair John Weldon, Vice President Hernan Illingworth, Secretary Jessica Martinez, Ben Walker, Maria Pereira, Sybil Allen, Chris Taylor, Joseph Sokolovic and Dennis Bradley.

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

Deputy City Attorney John Bohannon presented on the agenda item related to discussion and possible action on a retainer agreement with Berchem & Moses, P.C.

Atty. Bohannon said he reviewed the thoughtful comments by Ms. Pereira on the draft agreement and had discussions with Mr. Weldon. He said he went back and made revisions in connection with the observations made by the board. He said he convened a meeting with a couple of lawyers in the office to scrutinize the draft further.

Atty. Bohannon said he had Atty. Buturla sign a copy of the proposed contract on the off chance that it is acceptable to the members of the board.

Atty. Bohannon described the changes made from the prior version e-mailed to the board. The word "superintendent" was deleted from the first paragraph. The wording also gives the superintendent the right to consult with and assign legal matters to Berchem & Moses.

Atty. Bohannon said in the negotiation process one of the major selling points offered by Berchem & Moses was the senior partner representation. He said he wanted to be sure that was reflected in the contract. He said primary representation does not mean exclusive representation.

In response to a question, Atty. Bohannon said the blended rate for partners and associates is \$285 per hour. He said the partners would remain responsible for the primary legal services.

Atty. Bohannon said he adopted Ms. Pereira's suggestion that the bills be done in ten-minute increments.

Atty. Bohannon said the latest version of the contract removes all travel costs, including mileage reimbursement, gas and parking.

Atty. Bohannon said the contract indicates Berchem & Moses shall bill no travel-related expenses other than attorney time without expressed written approval of the board. He said if there is an unusual circumstance that causes unreasonable costs Berchem & Moses can come back and make their pitch to the board on the costs.

Atty. Bohannon said Atty. Berchem indicated he was excited to be able to represent the board's 501(c)(3) and that was added to the contract.

Atty. Bohannon said the section on complimentary services now includes training on Robert's Rules and the board's bylaws

Atty. Bohannon said per Ms. Pereira's suggestion a statement is included that the firm maintains errors and omissions coverage in the amount of \$10 million per claim.

Ms. Pereira said the contract indicates the city attorney retains the authority to perform legal services for the board with city attorney staff or alternative outside legal counsel for matters that he determines, after consultation with the board, are more appropriate to be performed or handled by attorneys other than Berchem & Moses. She said she couldn't think of a single reason where the board has had to use another attorney, except for workers' comp. She said she was concerned about political patronage.

Atty. Bohannon said to the extent that any issue like that arises it's a policy decision of this board. He said the board had a recent experience in which it was asked for a large settlement of money for a case. He said three attorneys from city attorney's office worked for five weeks to get that litigation to where it should have been. The settlement of that case was a fraction of what had been proposed, with a difference of over seven figures in what was paid and what was requested.

Atty. Bohannon said Bridgeport has a positive reputation in courts and the federal courts. He said Judge Garfinkel recently told him that a group of judges could not recall big verdicts against Bridgeport. Atty. Bohannon said that is done by good management of litigation and through active management and innovative thinking. He said someone who understands your budget is needed, which is what the city attorney can do.

Atty. Bohannon said there was a major piece of litigation in the city attorney's office involving four deaths. He said the

exposure on the case was \$40 million, but lawyers who were insurance experts were employed and the settlement was phenomenal. He said he doesn't play politics with serious business and millions of dollars.

Ms. Pereira said the provision was not in the last contract with Shipman & Goodwin. Atty. Bohannon said there was active communication between Atty. Mooney and the city attorney, with an understanding that the city attorney by operation of law would have to approve the contract in order to make it legally valid. He said Atty. Anastasi issued a letter giving his approval under Chapter 7 of the charter.

Atty. Bohannon said it was better form on this contract to have one document that secures it legally.

Ms. Pereira said the previous board would not allow the city attorney to sign the contract, so Atty. Anastasi sent a cover letter to Shipman & Goodwin that was attached to the contract. She said under state statute the city attorney cannot tell the board how to spend its money. She said public education is covered in Article VIII in the state Constitution and it is clear that the city can't tell the board how to spend a dollar. She said the board was paying a hundred percent of the bill.

Atty. Bohannon said Chapter 7, section 4, of the charter provides "The law department shall be legal counsel to every board, commission, department and officer of the city and shall represent the city in the prosecution and defense of all civil actions. Except as otherwise expressly provided by law, no board, commission, officer or department of the city shall retain legal counsel without the approval of the city attorney." He said it's not about the money; it's about the procedure.

Atty. Bohannon said he cited a lot of case law which indicates the board is an agent of the state for purposes of providing public education, but it acts as an agent of the municipality in almost every other regard. The board's employees are employed by the city; the board is an agent of the city.

Atty. Bohannon said he cited a case in Wallingford which determined provisions of the city charter undermined any statutory delegation of authority to the board. He said the board would not have a legal contract if the city attorney does not give his expressed approval.

Ms. Pereira said the city charter's language was the same when the contract was created with Shipman & Goodwin. Atty. Bohannon said he didn't like the form of the retention letter in that case and the absence of the city attorney's signature.

Mr. Walker said the hiring of the Shipman & Goodwin firm was under a previous administration in the town. He noted the city attorney serves at the discretion of the mayor. He said if the mayor's office vacates the city attorneys might very well be without a job. He said the board's attorneys would not change in such a circumstance. He said he agreed with Ms. Pereira

Mr. Walker said in his short tenure on the board he had seen obstruction from the city attorney's office that bothered him, including meddling with Board of Education business and causing dissension when none is necessary. He said he was skeptical of the city attorney's office, although he agreed the work done on the case mentioned by Atty. Bohannon was stellar. He said he had always felt the city attorney's office

was beyond competent. He said the problem is when the city attorney's office is taking independence from our law firm.

Mr. Sokolovic said we can use the city attorney from time to time for some issues and we should make the firm aware this would be the case. He said he had an issue with the city attorney retaining the right and authority to perform services for the board after consultations. He said the language should be that the board at its discretion may use the city attorney. He said there are times when the city's interest and the Board of Education's interest vary.

Atty. Bohannon said he only knows the interactions he's had with the board, which he deemed to be very positive. He said it was regrettable there were negative interactions with the city attorney's office. He said the city attorney can never deny legal services to the board and there is a provision in the contract that addresses that.

Atty. Bohannon said he believed Shipman & Goodwin was a first-rate education law firm, but for litigation he would have went for a firm that specializes in civil litigation. He said City Attorney Meyer reflected after the prior case referenced that we should really talk with the board and make sure they have the right counsel.

Mr. Sokolovic suggested verbiage be used to indicate mutual agreement between the board and the city attorney's office.

Atty. Bohannon said city attorneys are happy when the board is happy with its counsel and there will not be an attempt to replace the board's counsel on any case. He said any lawyer who represents the board is bound by professional ethics to show loyalty to the board.

Atty. Bohannon said he would have to go back to Atty. Meyer to address the issue with the “mutual agreement” language.

Ms. Martinez moved “*to approve and direct the chairman to sign the retainer agreement with Berchem & Moses, P.C., as presented by the deputy city attorney.*” Mr. Taylor seconded the motion.

Ms. Pereira moved an amendment “*to strike as to scope of engagement where the city attorney retains the authority to perform legal services for the board with city attorney staff, alternative outside legal counsel, for matters that he determines, after consultation with the board, are more appropriate to be performed or handled by attorneys other than Berchem & Moses. And, as in past practice, the city attorney not have a signature line on a contract that we pay a hundred percent of.*” Mr. Walker seconded the amendment.

Mr. Walker said the city attorney represents the city and will always have the city’s own interest at heart. He said he had seen this happen in the city attorney’s dealings with the board.

Atty. Bohannon said the city attorney would not interfere with the board’s lawyers’ representation of the board. He said the issue is when a specialty case comes in. Mr. Walker said if the contract were worded that way he would have no problem with it. He said he had seen city attorneys be very heavy-handed in their dealings with the board.

Atty. Bohannon noted the city attorney did not have input on policy matters before the board. Mr. Walker said he had

seen them try. Atty. Bohannon said that is not province of the city attorney; they are not policy-makers.

Mr. Walker said if Atty. Bohannon was the chief city attorney we might have a better relationship. He said in the last three years he had seen countless times where he felt his rights as a board member were being taken away by the city attorney's office when it came to policy. He said he was an elected official and he feels like he has less power than an appointed official.

Mr. Illingworth said he appreciates the comments and agrees with them. He said he liked the suggestion of language requiring mutual agreement on legal representation. He said it was a good compromise.

Ms . Pereira said the Ansonia board is suing the city because they stole \$600,000 which had been appropriated to the board. She said in the past the board had talked about suing the city. She said two years ago, Mr. Nkwo had attempted to reduce the board's appropriation by \$2 million in violation of state law. She said if we wanted to sue the city, the city attorney, who is appointed by the mayor, would make a decision about whom our counsel will be.

Atty. Bohannon said that would not be the case and because the city attorney represents various departments of the city it would be a conflict for the city attorney to act in that manner.

Atty. Bohannon said it seems the board is uncomfortable with some of the verbiage and he did not want the board to be uncomfortable. He said the language suggested might be objectionable to Atty. Meyer. He said from his conversations with Atty. Meyer, he wants the board to be happy and he



does not want conflict. He said he could present the matter to Atty. Meyer for further discussion.

Atty. Bohannon said he was not here to impose something on the board it does not want. He said in order to have a legal binding contract certain provisions may have to be in there that you just don't like.

Mr. Weldon asked if it was the consensus of the board members that they wanted to consider the contract in draft form and let Atty. Bohannon go back to Atty. Meyer and come back with another iteration.

Ms. Pereira said Mr. Sokolovic's suggestion was good language. She said when Mayor Ganim appointed board members to the board, the board was talking about suing the mayor. She said it was outrageous that Mark Anastasi came to the board meeting and gave his opinion on whether we should sue the mayor. She said people were saying a complaint should have been filed against him with the bar association.

Ms. Pereira said Atty. Bohannon was now trying to put language in here that's never been in the retainer before.

Atty. Bohannon said his recommendation is not made lightly. He said he cited the case law that shows the board is an agent of the municipality. He said these are for rare exceptions when you have to go to counsel other than the board's chosen counsel.

Ms. Martinez said the provision had been in the city charter and city has near exercised the provision. She said if Atty. Anastasi gave advice, it doesn't mean the board takes it.

Mr. Illingworth asked for Mr. Bradley's opinion. Mr. Bradley said Atty. Bohannon hit the nail right on the head. The purpose of a contract is to make the vast majority of us comfortable with the language. He said his recollection of the incident Ms. Pereira was referencing is vastly different. He said the language perhaps needed to be tightened up. He said he did not believe the city attorney has nefarious dealings or some desire to undermine the board.

Atty. Bohannon said he wanted a legal contract that assuages some of the board's apprehensions. He said he would go back to the drawing board to tighten up the language. He said he wanted a consensus and the board being comfortable; not to achieve a 5-4 vote with dissatisfaction. He said he thought there would be a stumbling block when it comes to the city attorney's authority under the charter.

Atty. Bohannon said Atty. Meyer wants to the board to be happy and he is going to approve your selected counsel.

Ms. Pereira said she didn't think there was an issue with Berchem & Moses, but the issue is the city telling us they can have any case they want.

Atty. Bohannon said the board has the right to be represented by a zealous advocate of its own in any contest with the city. He said he would make sure that that happens because it is a lawyer's professional obligation.

Mr. Illingworth asked the board members to remove their amendment and their motion and have the board table the matter. He said this was something we all need to feel happy and comfortable with.

Atty. Bohannon said he would be back before the board on Monday. He said he would direct communications to Mr. Weldon so he did not show up Monday with a product that is not the best final version we can achieve.

Ms. Martinez said she was okay with the scope of engagement. She suggested the language from the city charter be added to the contract. She said she was ready to vote, but would withdraw her motion.

Mr. Weldon said he was ready to vote on it as well, but he suggested Atty. Bohannon be given the opportunity to take it back. He said he would forward communications from Atty. Bohannon to the board members.

Ms. Pereira said the city charter indicates outside counsel, experts or assistants can be engaged provided funds are available for such purpose. She said the board decides if funds are available, not the city attorney.

Atty. Bohannon said it's not about the money; it's about operational direction of legal services in a manner that makes sense. He said it might be that we never come to an agreement on the charter, but he wanted the contract legal and the board comfortable

Ms. Pereira moved to withdraw her amendment. The motion was seconded by Mr. Walker and unanimously approved.

Dr. Johnson said there was a timeline to start the negotiation process with BCAS. The meeting was held via phone conference. She said John Gesmonde, BCAS's attorney, said he will wait to hear from the new attorneys.

Ms. Pereira asked the board members receive a copy of the BCAS contract. Marlene Siegel, chief financial officer, said it was on the district's website under HR/contracts.

Ms. Martinez withdrew her motion. The motion was seconded by Ms. Pereira.

The motion was approved by a 7-0 vote. Voting in favor were members Illingworth, Weldon, Martinez. Pereira, Walker, Sokolovic and Allen. Mr. Taylor abstained. Mr. Bradley was not present.

Mr. Illingworth moved *"to table this matter and have the attorney see if we can tighten up this language in the scope of engagement, with the view of revisiting it on the 25th."* The motion was seconded by Mr. Sokolovic.

The motion was approved by a 7-0 vote. Voting in favor were members Illingworth, Weldon, Martinez. Pereira, Walker, Sokolovic and Allen. Mr. Taylor abstained. Mr. Bradley was not present.

The next item on the agenda was discussion and possible action on the 2018-19 budget gap.

Ms. Pereira moved *"to approve the 2018-19 budget gap plan approved by the Finance Committee on June 13, 2018."* The motion was seconded by Mr. Walker.

Ms. Pereira said she didn't understand the confusion because it was voted on unanimously. Mr. Taylor said it was not unanimous. Ms. Pereira said the minutes indicate it was unanimous. Mr. Taylor said the minutes are wrong.

Ms. Pereira said the vote was captured on Facebook Live. Mr. Taylor said that is not part of the minutes. He said he knows how he voted.

Ms. Pereira said the minutes indicate Ms. Martinez's motion was seconded by Mr. Bradley and unanimously approved.

The motion was defeated by a 6-2 vote. Voting in opposition were members Weldon, Martinez, Sokolovic, Taylor, Illingworth and Allen. Voting in favor were members Pereira and Walker. Mr. Bradley was not present.

Mr. Illingworth said he appreciated the hard work of the administration and the Finance Committee. He said he had concerns with three items. He said he believed every effort must be made to stay away from schools and direct services that impact our students. He said the three items do exactly that.

Mr. Illingworth said the reduction of ISS officers will lead to continual discipline issues, including suspensions. He said the burden would fall on the teachers.

Mr. Illingworth said he looked at other districts regarding transportation, so he understands the argument, but board members have walked the routes and there are certain areas of the community that are not safe or easy to walk. He said at some point he could probably agree with this, but only as a last resort. He said walks to Barnum and Waltersville are a challenge.

Mr. Illingworth said the motion only called for cutting two security officers, but we're already short in that area.

Mr. Illingworth recommended the board strike those three items. He said we should remove one more assistant superintendent. He said the board had to deal with the additional \$600,000 of the budget gap.

Mr. Illingworth suggested to ask the administration to make additional cuts in central office at the superintendent's discretion. He moved "*we remove the taking away of the two security guards, the ISS officers and the transportation, and I'm also moving that we add one more assistant superintendent to be cut, that leaves us with an additional \$1.6 million shortfall, and I recommend that that comes from central office at your discretion, Superintendent.*" Ms. Martinez seconded the motion.

Ms. Pereira said this was absolutely outrageous. She said the superintendent already took \$600,000 in cuts after midyear cuts to administrators. She said Bridgeport's central office was under-resourced compared to New Haven and Hartford. She said when we had white superintendents, Mr. Vallas and Ms. Rabinowitz, no one on the board forced them to take \$2 million in cuts. She said we have five days until the school year ends and the board has been dancing around having inefficient meetings with outrageous behavior. She said this was disgraceful and she recommended that Dr. Johnson resign.

Dr. Johnson said regarding the ISS officers she was not just trying to leave the schools without resources. There is RULER, restorative practice, and training with cultural competence. She said Harding does not have an ISS officer and has implemented restorative practice, which is a way of modifying the behavior of students. Adding security guards or police officers does not change behavior.

Dr. Johnson said there will still be ISS officers and they will be split across schools.

Dr. Johnson said going from 83 to 81 security guards had the same components: the certified trainers, restorative practice and RULER. Students who were exposed four years ago to RULER initially are now in the high schools.

Dr. Johnson said the transportation limit was reduced from 1.5 miles, so it is a compromise to go to 1.25 miles.

Dr. Johnson said none of these cuts are easy, but we have to do something. She noted central office cuts included an assistant superintendent, the athletic director, three special education supervisors, the IT assistant director, the early childhood director and the science director. She said another superintendent plus \$1.6 million might mean clearing out the entire third floor to get to that point.

There was a discussion of what positions are covered by central office. Ms. Martinez said there was a lot of misuse of our money in the facilities area, including overtime.

Mr. Taylor said the number one concern from parents is regarding the safety of their children. He said to take out security guards doesn't make anybody feel safer. He said in other incidents in the country teachers and administrators are not exempt from violent acts from intruders. He said you can't educate a dead or injured child.

Mr. Taylor noted he walked to a school with the superintendent. He said it was a long walk and the streets are treacherous.

Mr. Sokolovic moved to amend *“to include number 3 in the exclusions(consolidate subject areas K-12 literacy/early childhood, math and science.”* He said the purpose of this is because he originally proposed this at the Finance Committee meeting and he suggested another cut in its place, which was the second assistant superintendent. He suggested we stop throwing stuff back to the superintendent; the board had to sit down and do the work.

Mr. Weldon said there needed to be a clear concept of what central office includes.

Mr. Illingworth said to compromise he would withdraw number 6 of \$336,132. He said he felt strongly about transportation and security guards. He said he would vote for the amendment to bring back the science director.

Ms. Siegel said he believed there is only one concept for district office administration. She said the board had received an Excel workbook which clearly defines the district administrators in every year. The administration includes the services at 45 Lyon Terrace as well as administrative positions in facilities, a clerical in the security office, and information technology.

Ms. Siegel said her suggestion on the \$600,000 would be that we reach about \$500,000 from the target and allow the year to close and reassess the status of attrition and any additional revenue through grants, as well as reassessing deficit prevention measures such as restricting substitute teacher expenses and improving teacher attendance.

Ms. Siegel said no one supports these options as desirable but the board was asked to support the options because we're really at bare minimum at this point. She suggested



the board rank the options in priority order should funds become available. She said the administration ranked the transportation as the first item to be restored.

Ms. Martinez said she was nervous about cutting ISS officers because even though she loves and believes in RULER it is not being used in every school, and there no accountability around it. She said Ms. Pereira wanted the superintendent to resign, but the superintendent has a job to do and should hold people accountable. She said people should be held accountable and be removed if they're not doing their job. She added children rely on security officers as their second parent or second aunt or uncle.

Ms. Martinez said the furlough-day issue had nothing to do with us. She said Gary Peluchette doesn't care about the children of Bridgeport. She said we're not getting the respect from City Council because they believe top-down is the way to go. She said we believe the children and the classroom should be the first ones to stop being affected.

Ms. Pereira said 14,000 students in Bridgeport walk to school up to a mile a day. She said the state's recommendation is that students in Grades 5 to 8 walk 1.25 miles and to say that they can't is ridiculous.

Ms. Pereira said there is no study out there that shows security guards and police officers make a difference in schools. She said the way you improve behavior in schools is through school climate.

Ms. Pereira said we have always done the work in the Finance Committee to come up with specific recommendations and move it to the full board. She said we have had Finance Committee meetings where people are

talking about snorting cocaine and ridiculousness. She said there was almost no discussion at last week's Finance Committee and everything was approved. She said she knows for a fact there was an illegal meeting over the weekend of at least five members to discuss this.

There was much crosstalk.

Ms. Martinez said Ms. Pereira was a liar. Ms. Pereira said she did not interrupt Ms. Martinez when she speaks. Ms. Martinez asked Ms. Pereira where the meeting was and where was her evidence.

Ms. Pereira said the board is responsible for a balanced budget under state law and we could be personally liable. She said you're telling the superintendent ten days before the year ends to cut \$1.6 million. She said this was outrageous behavior.

Mr. Taylor called the question.

Mr. Walker said we can't call the question on something that is this important. He said just because someone has a different opinion doesn't mean you should talk over them and the chair should protect those rights.

Mr. Walker said he had trust in the administrators in front of us, who are the only people who know everything going on in the district. He said he was going to trust them and vote for the entire package, plus the additional superintendent, and then let the administration work it through. He said the proposed cuts were away from the classroom because they do not involve teachers. He said we can't do better than what the professionals are telling us.

Mr. Illingworth said everyone has the right to debate, but false accusations are another thing. He said he was being called basically racist because he wants to protect students. He said the same board member said to cut all athletics. He urged the board get its priorities straight.

Mr. Illingworth said in no way did he meet with anybody over the weekend. He said that was a lie. He said Ms. Pereira should bring forth the evidence she has. He said these accusations were wrong.

Mr. Illingworth withdrew his motion. The motion was approved by a 8-0 vote. Voting in favor were members Illingworth, Weldon, Martinez, Pereira, Walker, Sokolovic, Bradley and Allen. Mr. Taylor abstained.

Mr. Illingworth moved *"to approve number 2, number 3 with the exception of consolidating math and science, and number 4, number 6, number 8 but with consolidating language arts and early childhood."*

Mr. Illingworth said he originally moved to remove number 1. Ms. Siegel said we always strive for a structurally balanced budget. She said we are aiming to reach a point of being within \$500,000 of the target. She said the target is a moving target; it can increase or decrease depending on a multitude of variables that impact the budget condition. She said grant revenue can increase or decrease.

Ms. Siegel said deficit prevention measures will get implemented, including stringent controls of expenditures. She said there may be some new areas where we can introduce restrictions. She urged the board stay focused on the \$1.5 or \$1.6 million, excluding the \$600,000.

Mr. Weldon said he understood Mr. Illingworth was moving to eliminate the assistant director of information technology, consolidating literacy and early childhood development, eliminating a special education administrator, plus two administrator positions to be determined, reducing six ISS officers, the \$26,000 Xerox savings and one assistant superintendent.

Mr. Weldon said the amount totals approximately \$980,000.

Dr. Johnson clarified to note row 4 has two administrative positions from BCAS, which does not include the assistant superintendent. Mr. Weldon said that was understood.

Dr. Johnson noted there are currently two assistant superintendents that supervise principals and one for teaching and learning. Mr. Weldon said he believed it should be Dr. Johnson's decision on how to allocate the assistant superintendents.

Dr. Johnson said last week Mr. Bradley had some eloquent comments about combining the math and science positions. She said she did not understand the reason to keep separate math and science supervisors.

Mr. Sokolovic said we're supposed to be centered on STEM, which gives our kids the best chance of succeeding throughout life. He said the math and science directors oversee two totally different tracks. He said the professional development provided probably cannot be provided by principals in the absence of the director. He noted the rollout of the Next Generation Science Standards was coming with a whole new curriculum. He said according to the terms of the BCAS contract the board would not capture the entire

savings of eliminating the director. Mr. Illingworth said he agreed.

Mr. Sokolovic said the directors provide support for professional development and curriculum development. He said assistant superintendents provide supervision of principals.

Mr. Taylor said he was lost and would like an explanation from Mr. Illingworth.

Ms. Siegel also said the calculations totaled approximately \$984,000

Ms. Pereira said Mr. Illingworth expressed concern about her comments, but we should be concerned about a board member's comment that Gary Peluchette doesn't care about our children when he's been a teacher in the district for over three decades. She said they were appalling comments and the BEA is never going to work with us after this.

Ms. Martinez said they haven't been because they don't care once they get their paycheck. She said she was not talking about teachers, but a particular individual.

Ms. Pereira said that was outrageous.

Mr. Bradley said our superintendent is the person with a science background, and noted she was an African-American woman with a chemistry degree, which is a rarity.

Mr. Taylor said he would need a brief recess to determine what was being voted on.

Mr. Bradley said the superintendent was an expert in the field, who understands both math and science. He said it makes logical sense they be consolidated. He said factions of the board were saying to the superintendent they were not going to listen to her advice about something that is directly in her field. He noted board members told an expert like Atty. Bohannon that we would not heed his advice.

Mr. Bradley said the person who is the managing district is uniquely positioned to manage the district into the 21st century because the superintendent is an expert in this area

Mr., Bradley said security has been a big issue in the district. Ms. Pereira noted security was not in the motion.

Mr. Bradley said he'd like to cut from every level – the top, the middle and the bottom – in order to make equitable cuts. He said there could be cuts in non-mandatory professional development, which would reduce substitute teacher costs. He said the assistant principals should be made ten-month employees instead of twelve months.

Ms. Pereira said the number of months assistant principals work would have to be negotiated because it is in the contract. She said she agreed it should be ten months.

Ms. Pereira said it is a little disingenuous to say we should respect the superintendent's recommendation on the science director. She said the superintendent runs the district day-to-day, but ultimately she has to pay the price for every decision she makes. She said we have not done this to Dr. Ramos, Ms. Rabinowitz or Mr. Vallas – every single thing they recommended, they got.

Ms. Pereira said the board is telling the professionals their recommended cuts will not be approved. She said the Finance Committee rammed through this without discussion of 3 through 8, and voted on it unanimously. She said we come back here and the Finance Committee's recommendation is suddenly problematic. She noted Mr. Bradley voted for the recommendations.

Ms. Pereira said this was outrageous and disrespectful behavior and she had never seen anything like it. She said security guards don't have the power of arrest or training in social work. She said there is no reputable study out there that says police officer and security guards affect the outcomes of the students and many studies show they actually contribute to the school-to-prison pipeline.

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Mr. Bradley said the reason we get bogged down in the board is because the same point is repeated over and over. Ms. Martinez said she agreed. Ms. Pereira said she is prepared when she comes to every meeting. She said board members came to the meeting tonight without a piece of paper

Mr. Taylor moved "*for a 4-minute recess.*" The motion was seconded by Mr. Bradley."

The motion was approved by an 8-1 vote. Voting in favor were members Illingworth, Weldon, Bradley, Martinez. Pereira, Walker, Sokolovic and Allen. Voting in opposition was Ms. Pereira.

The recess began at 8:30 p.m. The board reconvened the meeting at 8:40 p.m.

Ms. Allen said she was in favor of keeping the in-school suspensions officers. She said she has been there and done that. She said it's going to be a joke to not have the officers in the school every day of the week.

Ms. Pereira said we don't have 37 in-school suspensions officers now; they are split between schools. She said a 2010 law required in-school suspensions for nonviolent offenders.

In response to a question, Dr. Johnson said BMA and Harding do not have ISS officers now.

Mr. Illingworth said he noted Ms. Allen's experience as a teacher and administrator and said her input had a lot of value.

Ms. Martinez asked how we can change anything. She said, if we don't have enough to cover all the schools, why are we keeping the ones that we do have?

Mr. Weldon summarized the motion to eliminate the assistant director of information technology; to consolidate the subject area PK-12 literacy with early childhood; to eliminate the special education administrator and two administrator positions to be determined, not inclusive of assistant superintendent; reduce the number of ISS officers from 18 to 12; and incorporate the projected savings of Xerox of \$26,410; and to eliminate one assistant superintendent's position above what has already been eliminated.

The motion was approved by a 6-2 vote. Voting in favor were members Illingworth, Sokolovic, Weldon, Allen, Martinez,



and Pereira. Voting in opposition were members Bradley and Walker. Mr. Taylor abstained.

Ms. Pereira moved *“to merge the math and science director as per the superintendent’s recommendation.”* The motion was seconded by Ms. Allen.

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Mr. Sokolovic called the question. The motion was seconded by Mr. Taylor and unanimously approved.

The motion to consolidate the math and science director, with math absorbing science, was defeated by a 5-4 vote.

Voting in opposition were members Martinez, Weldon, Sokolovic, Illingworth and Taylor. Voting in favor were members Bradley, Pereira, Walker and Allen

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

The meeting was adjourned at 8:50 p.m.

Respectfully submitted,

John McLeod

*Approved by the board on October 22, 2018.*