

Negotiations and Personnel Committee  
April 27, 2021 4:00 PM  
Central Office Conference Room  
35 Fifth Street  
Derby, CT 06418

**I. Call to Order**

Mr. Kurtyka: Called the meeting to order at 4:12.

**a. Opening Ceremonies**



Pledge of Allegiance.

**b. Roll Call**

Mr. Kurtyka: Laura Harris, here. Melissa Cannata, here. Dr. Conway and myself, George Kurtyka are here. We have a quorum.

**II. Public Participation**

**PUBLIC PARTICIPATION**

\* Prior to the commencement of any public meeting of any board of the city, the agenda for said meeting shall be posted in the meeting room and the first order of business of said meeting shall be the entertainment of public discussion on any item on said agenda and the conduct, length, and method of terminating said public discussion shall be determined by majority vote of the members of said board of commission.

Mr. Kurtyka: Public participation. Anybody from the public want to speak? Anybody from the public want to speak? Anybody from the public want to speak? Hearing none, close public portion.

**III. Approval of Minutes**

**Motion Passed:** The Negotiations and Personnel Committee approve its minutes of the February 8, 2021 meeting. passed with a motion by Mrs. Laura Harris and a second by Ms. Melissa Cannata.

Mrs. Laura Harris	Yes
Ms. Melissa Cannata	Yes
Mr. George Kurtyka	Yes

Mr. Kurtyka: Approval of minutes. Look over our last minutes on 2-08-2021. Any additions, corrections, deletions.

Ms. Harris: So moved.

Ms. Cannata: Second.

#### **IV. Discuss Paraeducator Contract**

Mr. Kurtyka: Discuss Paraeducator Contract, Dr. Conway.

Dr. Conway: All right. So I had an off the record proposal. I had reached out to Colleen on some other things. And we do every time we are going to renegotiate a contract, we tend to reach out to the other side and say, if there's no pressing matters, want to just do wages and benefits. Saves a lot of money for everybody obviously. If you negotiate the right wage and benefit. But you're not opening up the whole contract. So there's no other provision in the contract that they can address and you move things along quickly. You save a lot of legal fees. And it's a nice kumbaya.

So I reached out much like I did last year at this time. We reached out to the nurses. We reached out to all of them and said, do you want to extend your contract by year. Everybody is happy. And we did it. So now this would be a longer term, a three or four-year term. And what Colleen and I were talking about, and as you know, minimum wage is going up to \$15 bucks an hour I think within the next year and a half.

Which means, during the term of whatever ex-contract.

Ms. Harris: Are you on page 17, Doc, the wages, hourly wages, that's what you're looking at?

Dr. Conway: Yes. And I'm just going to confirm on the minimum wage. I believe it's within a year and a half. By August 1st, it's going to hit 13. In '20. By '22, by July 1st, '23 it's going to be \$15 bucks an hour. So we're in 2021 now, so two years. So during the term of this contract, it's going to go to \$15 bucks. Our step one is below \$15 bucks right now. You know, part of me is -- so this is our employees, our family.

Ms. Harris: Absolutely.

Dr. Conway: And you really can't survive on that, you know. You got to work on a couple of jobs. We all did, at some point, you know, three or four jobs. But in any event, if we were to look at changing the starting point on the wage scale, do away with the first, two or three, so you're starting on step either three or four. You're at least above minimum wage in two years. Where we're going to have to be anyway. So we do it now and we come back and adjust in about two years. So we won't be able to start them at anything less than \$15 bucks.

Ms. Harris: Two years from now.

Dr. Conway: Yes.

Ms. Harris: So how many paras are paid their full salary out of our operating budget and how many are paid full salary out of grants.

Ms. Cannata: And I have a different question.

Dr. Conway: And remember, the majority of your paras are going to be covered in grants only because of who they service. So they're going to be covered through their Special Education Grants. But to your point, is it Special Education Grants or is it Alliance Grants or is it some other.

Ms. Harris: Right.

Dr. Conway: So I've got a note here. I'll get that from John in the morning. I'll give you a spreadsheet on that. John is researching right now through Casbo, the average wages for paras across the State. So we can take a look at that, as well as the cost difference between if we left it, you know, say we adjust it two, two and a half, versus, starting at step three and starting at step four and just going from there. So everybody would move up the appropriate number of steps.

Ms. Harris: And this would include new hires as of this coming school year?

Dr. Conway: Yes. So a 2 1/2 percent raise on average is about a \$400 raise per year. So if we just did a 2 1/2, the person at 14.86 would be going to 15.23. They'd be going from 16,316 to 16,722. That's \$400 difference. If they just went to 15.71, it's another \$707 difference from the 16,722. In that first year. And then after that, it would be the step, 2 1/2. But they'd all get a bump in that first year.

Ms. Cannata: How many step ones, step twos, step threes do we have that's going to increase our budget?

Dr. Conway: That's what John will get together.

Ms. Harris: It would be nice to see the wages in our area and across the State too.

Dr. Conway: If you just did the 2 1/2, you're looking at about a \$20,000 for everybody. You know, normally you're over here. In the first year with this one, because you'd be looking at an additional a \$700 bump at least for that same amount. You're talking in that first year, an extra 32.

Ms. Harris: 32,000?

Dr. Conway: For that first year. Just for that first year. And I'll cover that with federal funds. We would cover this with the federal funds in that first year. So it wouldn't cost the City anything. It wouldn't cost our grants, our normal grants anything. It would come under the federal funding.

Ms. Harris: Just the first year.

Dr. Conway: Just the first year.

Ms. Harris: And you're talking a three or four-year contract?

Dr. Conway: Yes. The first year, they get the bump and then it's whatever we come up with for a rate, the two, two and a half. I just feel you know, some compassion for, do we really want to be, the message that we're paying people minimum wage for what they do. What are your thoughts?

Ms. Harris: Well, just like our teachers, our paras stepped up this past year to with COVID.

Dr. Conway: Big time. Big time.

Ms. Harris: More so than you know, than your staff. They could have just said, I'm done, you know, goodbye.

Dr. Conway: They could have said, I'm done. Yes. They could have said you know, I have these certain things, so I can't be in here. They could have gone and collected unemployment. But I think they've really hung in there. They've really proven themselves in all the roles. It's something to think about. I think it's pretty fair. I think it sends a great message.

Ms. Harris: It sends a really good message to them.

Dr. Conway: How much we value our current employees.

Mr. Kurtyka: I agree that we should up that. You know, minimum wage. I think we got people working under minimum wage in the next year or so. Everything is going up. No, I think we should.

Dr. Conway: Again, people can feel comfortable I think at least here, financially, also. Also, it changes the attitude they come to work with. Or they're not running off right away to their second job. I just think it could really change for the better.

Mr. Kurtyka: As far as I'm concerned, we could check into it see what other paras in other districts are getting.

Dr. Conway: Yes, we will check that as well. Very good. I appreciate that. We'll probably have to schedule another meeting when I get the certain info. Only because we have a certain date that we have to file or negotiate or not. I don't want to start securing different things because that will cost money.

Mr. Kurtyka: You want to look at the two or three-year contract?

Dr. Conway: I'd say at least four. I got the idea from what we did with the teachers. We eliminated the first two steps. Step three is now at step one. Step three is a very fair thing. It's even. Exact same scenario.

Mr. Kurtyka: Okay.

Dr. Conway: Minimum three. Let's try for four. Our legal fees this year are higher because of all of the individual employee requests that you have to handle with regards to medical, ADA, anything COVID related. Now, knock on wood, we brought everyone back but one staff member in the entire district, which I think is incredible. But it wasn't without some costs in terms of what every single body, every person who presented a medical issue or an ADA request had to be researched, investigated, and responded to. We just have one left, we're addressing right now. We want them back by Monday.

Ms. Cannata: Is all of the contract the same based on the same like contributions on the insurance?

Dr. Conway: They're all a little bit different, but the percents. So they're all in the 20 percent range. We've been very kind over the past two years. We switched to a different insurance and the agreement was, that we wouldn't go up the first year. Because we extended that contract this year, we didn't go up on that contract. So we would be able to go up a little bit in that.

When you're going up in the paras also, it's a little different than going up in anybody else's, when you're going up with our hourly employees. Custodians, secretaries, paras, when their percent increases, it's the same one

percent or the same half percent as the teacher's increase. So it's a much higher percentage of their overall paycheck. I try to be cognizant of that.

Ms. Cannata: Right.

Dr. Conway: Okay. I appreciate that dialogue and support, but I'll get you all the numbers

#### V. Discuss Paraeducator Memorandum of Agreement

**Motion Passed:** Make a motion we send this out to the full Board for approval of the Memorandum of Understanding. passed with a motion by Mr. George Kurtyka and a second by Mrs. Laura Harris.

Mrs. Laura Harris Yes

Ms. Melissa Cannata Yes

Mr. George Kurtyka Yes

Dr. Conway: No, we got number five. We just did number four.

Mr. Kurtyka: Discuss Paraeducator MOA.

Dr. Conway: So this was what we had originally discussed back a year ago, regarding bringing kind of grow your own RBTs. So right now we pay an outside service. And whether it was ACES or Constellation, they run 61,000 a year for an RBT. So our proposal is, they're no different. The person we're getting isn't get the 61,000. The person we're getting is getting \$23 an hour. And the agency is getting the balance of the 61 to pay for benefits for that individual, but also to make their administrative fees.

So what we've researched is other people who have grown inhouse RBTs. The average difference in hourly rate is \$5 stipend above their base rate. So much like we did with the paras in the Learning Centers two years ago now, we gave them a \$3 stipend above because of the work conditions. This would be a \$5 stipend above the base. So if you're in the Learning Center and you become an RBT in the Learning Center, it's \$2 more dollars an hour. If you're not in the Learning Center, and you want to apply to be an RBT, then it would be \$5 difference between your base pay and the stipend.

But I asked what the sticking point was with the paras last year is they wanted the same language for hiring as they currently have in the contract for all paras. Meaning, if you're a para, and I post the position. No matter what the position is, if you apply for it internally, you're going to get it. And I have no say in the matter. And as I said, my concern for our family members, our paras, the RBT is a much different job than a para. You may be an incredible para in a classroom. You go into an RBT where one, you have to go through training, get certified and now you're dealing with behaviors all day. That's a much different role, a different job and not everybody has the ability to do it or the skill set to do it.

So then what happens based upon their performance over time, they're a great para, we don't think they're going to be a good fit doing an RBT. If I have to put them in it and they're in it, and now they don't do well at it, what are my options? Because I can't put them back where they were, because we filled that with another para. And it couldn't be a para with more seniority. So then they're going to be out of district, out of a job or in some other role they don't want. So to avoid that, I had language placed in here that can certainly apply, but we have no obligation or requirement to hire them. It's going to be based upon fit. And they were very very accepting of that now.

So that language is in here. So I do like this memorandum of understanding. It I think supports the para professionals, paraeducators going into an RBT role and supports us in that they don't get their additional \$5 stipend until they completed the certification. Now, I did say that we would pay for the certification because it's \$50 and it benefits us. If we can grow our own inhouse, so you have someone that's been a para for a

while, you know they're going to be a good RBT, and it's worth the investment as far as I'm concerned, the training. So we would provide the training, they get the certification. Once they get the certification, they get the \$5 stipend. They do have 120 days to get their certification from the time they're assigned.

We may or may not leave that in there. If they're doing the job and they're getting the training, if it takes 150 as opposed to 120, I'm okay with that. As long as they're continuing their learning process. And we don't get the stipend until they finish their certification. Now anybody outside of that job has to already hold that certification. So it does give a leg up to the person internally who we think is going to be a good fit, as long as you're working towards certification but we don't pay the stipend until they are certified.

Mr. Kurtyka: And they have to maintain the certification?

Dr. Conway: Oh yeah, yearly. So we do have to get so many training hours early in order to maintain. They came to us, at some point they were RBT certified. They let their certification lapse, they have to start over again. But that's okay. You know what, they're all three good candidates. So they went through the training once, they let it lapse, but they didn't lose the skills they learned. So they'll probably apply for these positions, which is great. They just have to go back through the training again.

Ms. Harris: So is this MOU for this year or next year?

Dr. Conway: This would start as soon as we sign it.

Ms. Harris: But this memorandum is going to be for the 2020/2021 school year, that is what's on the bottom?

Dr. Conway: Correct. That is correct.

Ms. Harris: Can they take the training in the summertime or somewhere else?

Dr. Conway: No, the training is online. So during the COVID, if you remember, from March to June when we were maintaining employment for paras. We had to maintain employment for paras. Part of what they spent their time doing was the 40 hour training. In preparation if the Union ever wanted to do this. After 40 hours of training, overseen by a BCBA in action for ex number of hours overtime in order to get actual certification and then take a test. The majority of our paras already completed the 40 hours. If they haven't they can do that whenever they want. It's all online. What they do with us is the BCBA. And then once they completed those hours, they take a test with the State.

Mr. Kurtyka: I think it's a win win. Send this to the full Board for approval.

Dr. Conway: Awesome. Okay. Want to do a motion to move the MOA to the full Board to recommend moving it to the full Board for approval.

Mr. Kurtyka: Make a motion we send this out to the full Board for approval of the Memorandum of Understanding.

Ms. Harris: So moved.

Mr. Kurtyka: Second. Motion passes.

## **VI. Review of Nurse's Memorandum of Agreement**

Mr. Kurtyka: Number six, review of Nurse's Memorandum of Agreement.

Dr. Conway: So this is the memorandum that you approved and moved to the full Board and they approved already. It's just this is the actual agreement based on the 16 percent for the supervisor.

Mr. Kurtyka: For the supervisor.

Dr. Conway: Here's the memorandum of agreement. We're now going to move to the appointment of position. We now only have one applicant.

Mr. Kurtyka: Okay. Looking for a motion to accept the memorandum of agreement regarding the nursing supervisor position salary, correct?

Dr. Conway: Correct. You don't have to do that. You already approved it. This is for information today because you already approved it.

Mr. Kurtyka: It's already approved.

Dr. Conway: I'm going to sign this.

Ms. Harris: Now they'll get retroactive?

Dr. Conway: Yes. Now what I'll forward though for approval for the COW meeting will be the appointment.

Mr. Kurtyka: Of the person.

Dr. Conway: To the position. So we'll do that on May 4, which will be exciting for her and the other nurses. This is a Board offer to them. Build support and trust and relationships. We brought this to them.

Mr. Kurtyka: Okay.

## VII. Adjourn

**Motion Passed:** The Board of Education adjourn its meeting, passed with a motion by Ms. Melissa Cannata and a second by Mrs. Laura Harris.

Mrs. Laura Harris Yes

Ms. Melissa Cannata Yes

Mr. George Kurtyka Yes

Mr. Kurtyka: We have a motion to adjourn.

Ms. Cannata: I motion.

Ms. Harris: Second.

Mr. Kurtyka: Meeting adjourned at 4:43 p.m.

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Marianne Samokar, Recording Secretary