

WACHUSETT REGIONAL SCHOOL DISTRICT

HOLDEN ♦ PAXTON ♦ PRINCETON ♦ RUTLAND ♦ STERLING

Minutes

Monday, April 9, 2018

Executive Session

Media Center
Wachusett Regional High School
1401 Main Street, Holden

Wachusett Regional School District Committee

Kenneth Mills, Chair	Linda Long Bellil
Christina Smith, Vice-chair	Lauren Maldonado (7:20 PM)
Scott Brown	Jon Edward Novak
Thomas Curran	Michael Rivers
Michael Dennis	Asima Silva
Susan Hitchcock	Megan Weeks
Robert Imber	Charles Witkes
Matthew Lavoie	

Committee Members Absent:

Harriet Fradellos	Amy Michalowski
Stephen Godbout	Benjamin Mitchel
Sarah LaMountain	Adam Young

Administration Present:

Darryll McCall, Superintendent
Robert Berlo, Deputy Superintendent
Joseph Scanlon, Director of Business and Finance
Jeff Carlson, Director of Human Resources
Kimberly Merrick, Administrator of Special Education
Rebecca Petersen, Executive Secretary to the Superintendent

Chair Mills called the executive session to order at 6:37 PM. Chair Mills announced the executive session was called to provide a status update on negotiations with three bargaining units (SEIU Local 888 – ABA Program Assistants, Wachusett Regional Nurses Association, and the Wachusett Regional Education Association).

Chair Mills began the discussions with an overview of the March 26, 2018 ratification vote by the School Committee, a vote that was 10 in favor, 8 opposed, 1 abstention and at that meeting it was called a failed vote, based on a majority of members (22) v a majority

of those present at/participating in the March 26, 2018 meeting (19). Chair Mills reported on actions by District administration, the School Committee Chair, and the Chair of the Legal Affairs Subcommittee since the March 26, 2018 meeting, seeking to obtain legal opinion and/or clarification about the status of the ratification vote at the March 26th meeting. Upon review of prior meeting minutes of the WRSDC, nothing was found in minutes of previous meetings that addressed past precedent of contract ratification votes, the majority of all members v the majority of those present at and participating in a meeting. Chair Mills reported that Attorney Stonberg had provided an opinion, dated April 9, 2018, that the outcome of the vote should be based upon the majority of those in attendance/participating when the vote was taken. Chair Mills reported that Attorney Bartulis has also been contacted for a legal opinion. Chair Mills reported that, per MASC (Massachusetts Association of School Committees), policy language should not be a part of a contract with a bargaining unit. Superintendent McCall reported on conversations he had with representatives from the Attorney General's Office and explained that the AGO could not offer an opinion on a collectively bargained contract or a vote by the School Committee.

Following this report, Chair Mills stated the quandary is the fact that his ruling on the vote taken on March 26, 2018 (majority of full membership v majority of those in attendance/participating) was in error.

Chair Mills opened the floor to discussions.

Member Lavoie reported on statements on social media posted while the March 26, 2018 meeting was taking place.

Legal Affairs Subcommittee Chair Hitchcock spoke on behalf of the subcommittee and those who served on the negotiating team, accepting responsibility for this error and stated "this just got by us." She assured members that nothing intentional was done in her role as Subcommittee Chair or by the other members of the Legal Affairs Subcommittee.

Member Lavoie is concerned about an ethics violation by the School Committee.

Member Brown, a member of the Legal Affairs Subcommittee and a School Committee member of the team negotiating with the WREA, explained that the intent of the language in question was the same on both sides.

Some members recall a statement made by a previous School Committee Chair that ratification votes are based on the majority of members of the School Committee, not the majority of members participating in the ratification vote, though confirmation of this cannot be found in prior minutes.

Member Long-Bellil voiced her opinion that an honest mistake was made in good faith.

Process was discussed and the question was asked about the School Committee re-voting on ratification of the MOA with the WREA. If this is a possibility, further research will need to be done about the correct wording for such a vote.

Member Dennis asked the legality of challenging the language in the two sections of the MOA in question. Superintendent McCall reported the Attorney General's Office does not address such questions and he is awaiting an opinion from Attorney Bartulis.

Superintendent McCall reported that modified language to clean up the two sections being challenged has been shared with the WREA, and he also confirmed that the WREA is of the opinion the vote (10-8-1) taken on March 26, 2018 was a passed vote.

Discussion continued, with many members participating.

Chair Mills reported the Management Subcommittee had discussions about this, in executive session, on April 4, 2018. The subcommittee reviewed Superintendent McCall's suggested language, and the Management Subcommittee had questions about the draft language.

Legal Affairs Subcommittee Chair Hitchcock stated that language addressing employee harassment should be a part of the Employee Handbook.

Member Imber suggested the School Committee rescind the vote taken at the March 26, 2018 meeting and go back to the WREA about readdressing a corrected MOA.

Discussion ensued. Member Dennis asked a procedural question about the agenda for the regular meeting this date, since contract discussions and/or WREA is not on the meeting agenda. Member Novak asked if a School Committee member can challenge the ruling of the Chair, and Chair Mills, referencing research he has done, answered yes.

7:20 PM Member Maldonado joined the meeting.

Some members recall discussions about majority (full Committee v those in attendance/participating) while in executive session on March 26, 2018.

Discussions continued. Some members suggested Attorney Stonberg be asked to attend or participate remotely in a future meeting of the School Committee. Attorney Stonberg's opinion is that reference(s) to policy should not be a part of a contract or MOA (Memorandum of Agreement) between the District and a bargaining unit. Vice-chair Smith and Member Long-Bellil opined the WREA, members who are likely to be in attendance at the regular meeting, are owed some action by the School Committee. Member Brown reminded members that Attorney Stonberg's legal opinion was received just before this executive session convened and time is needed for thorough review and consideration of the opinion.

Member Imber suggested Attorney Stonberg be asked if her opinion would alter if in fact the vote process (majority of full School Committee v majority of those present/participating) was mentioned in executive session, in advance of the failed vote on March 26, 2018.

At the conclusion of discussion about the contract with the WREA, it was confirmed that Chair Mills, with the support of members, will report on discussions in this executive session around the March 26, 2018 vote, and he will further report the Committee and District administration will continue to pursue resolution of this matter, working with the WREA.

Chair Mills turned the meeting over to Legal Affairs Subcommittee Chair Hitchcock. Subcommittee Chair Hitchcock asked Director of Human Resources Carlson to provide an overview of the MOA with SEIU Local 888 – ABA Program Assistants (attachment 2). Director Carlson stated the proposed contract is for 3 years (7/1/2017-6/30/2020). Director Carlson gave a detailed explanation of changes to the contract with this bargaining unit.

Subcommittee Chair Hitchcock asked Director of Human Resources Carlson to provide an overview of the MOA with the Wachusett Regional Nurses Association (attachment 3). Director Carlson stated what is proposed are two contracts, a one year contract (7/1/2017-6/30/2018) and a three year contract (7/1/2018-6/30/2021). Director Carlson gave a detailed explanation of changes to the contract with this bargaining unit.

Members were given the opportunity to ask questions about the two MOAs. No questions were asked.

Motion: To adjourn executive session, to return to public session

(R. Imber)

(M. Dennis)

Roll call vote:

In favor:

Kenneth Mills
Christina Smith
Scott Brown
Thoams Curran
Michael Dennis
Susan Hitchcock
Robert Imber
Matthew Lavoie
Linda Long-Bellil
Lauren Maldonado
Jon Edward Novak
Michael Rivers
Asima Silva

Megan Weeks
Charles Witkes

Opposed:
None

The motion was approved unanimously.

The executive session adjourned at 7:41 PM.

Respectfully submitted,

Darryll McCall, Ed.D.
Superintendent of Schools

DM:rlp

Attachments:

- Attachment 1 – April 9, 2018 correspondence from Attorney Naomi Stonberg
- Attachment 2 – MOA between the WRSD and the SEIU Local 888 ABA Program Assistants
- Attachment 3 – MOA between the WRSD and the Wachusett Regional Nurses Association

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April 9, 2018

Via Email

Darryll McCall, Ed.D
Superintendent of Schools
Wachusett Regional School District
Jefferson School
1745 Main Street
Jefferson, MA 01522

RE: Vote required to ratify the collective bargaining agreement

Dear Darryll:

This letter is in response to your request for an opinion involving the above-captioned matter. The Committee would like to know whether the Chairman of the School Committee could require that a vote to ratify the collective bargaining agreement be by a majority of Committee members including those members who are not in attendance at the meeting. My opinion is based upon a review of state law, the Regional Agreement, the Committee's Bylaws and Roberts Rules of Order.

There is nothing in Chapter 150E and/or Chapter 71 that require that more than a majority of the quorum present approve a collective bargaining agreement. As you are aware, Chapter 71 §16B requires that the Regional Budget be approved by two-thirds vote of all its members. There is no such requirement for the ratification of a collective bargaining agreement.

The Bylaws specifically state when a majority vote of its members is required. Article II Section 4 provides that the "Committee by majority vote of its members may require the establishment of standing committees. (Emphasis supplied) Article II Section 4 provides that the "action of the Committee shall require a majority vote of Committee members voting unless otherwise specified by law, by the School Committee's bylaws, or by the Regional Agreement." (Emphasis supplied) I have not found in the Bylaws and/or in the Regional Agreement a requirement that the ratification of a collective bargaining agreement must be a majority vote of all its members. I also have not found in the Bylaws a provision giving the Chairperson the authority to impose this additional requirement.

Roberts Rules of Order provides certain circumstances where a vote requires more than a majority of the quorum present. There is no exception for the ratification of a

collective bargaining agreement. Roberts. Rules defines a majority vote as, "more than half of the votes cast, ignoring blanks, at a legal meeting where a quorum is present, unless a larger vote for its adoption is required by the rules of the assembly."

Therefore, in my judgment, if a majority of those present voted to ratify the collective bargaining agreement, the vote passed. This does not, however, rule out the possibility of the parties modifying the agreement to reflect the concerns of the some of the Committee members.

Please feel free to contact me if you or the Committee members have any questions.

Very truly yours,

BRODY, HARDOON, PERKINS & KESTEN, LLP

/s/ Naomi R. Stonberg

NRS:dac

MEMORANDUM OF AGREEMENT
between the
Wachusett Regional School District and the
SEIU Local 888-ABA Program Assistants

The negotiating subcommittees of the Wachusett Regional School District and the SEIU Local 888 – ABA Program Assistants have negotiated a successor collective bargaining agreement for the period covering July 1, 2017 through June 30, 2020. Except to the extent referenced in this MOA, the terms of the contract covering July 1, 2015 through June 30, 2017 will remain in full force and effect and will be contained within the resultant successor bargaining agreement referenced herein for the period covering July 1, 2017 – June 30, 2020. The following represent the negotiated changes to the collective bargaining agreement, which will expire on June 30, 2020. The successor contract will have the date references changed where appropriate to reflect the terms of the new contracts. It is expressly understood that the members of both parties bargaining teams will recommend that their principals ratify the terms of this MOA.

1. **Article 10 – Hours of Work and Work Year** – Replace paragraph 3- “Hours of work shall be seven and one half (7.5) hours per day, inclusive of breaks.” With the following language – “Effective with the ABA PA placements made for July 1, 2017, all new employees will be hired at 37.5 hours per week, regardless of location. Staff hired after the placement date of May 1, 2017, will have their hours reset at 37.5 hours a week effective July 1, 2018. All current employees hired before May 1, 2017, in 40 hour positions will maintain their 40 hour position, until they retire, leave the District, or voluntarily reduce their hours to 37.5 a week.”

2. **Article 23- Professional Development** – Eliminate second paragraph and replace it with the following language. – “Recognizing the importance of professional development in maintaining a highly qualified staff, the District will allocate \$2,500 each fiscal year for this purpose. These funds will be for members of the SEIU Local 888 ABA Program Assistants bargaining unit to help defray the costs associated with professional development.
 - A. These costs may include, but are not limited to, conference expenses, course fees, workshop fees, and student coverage for ABA PAs attending professional development.
 - B. Any monies that have not been spent during the current school year will be forfeited.
 - C. When possible, ABA PA requests for administrative approval and payment in this fiscal year, must be made, in writing, at least ten (10) school days prior to the opportunity and also contain an explanation of the educational value of the request.
 - D. If an ABA PA wishes to take an online course/workshop, the ABA/PA must get approval prior to the start of the course/workshop before being eligible for reimbursement.”

3. **Article 26 – Wages** - Replace existing language with the following-
 FY18 - July 1, 2017, FY17 Grids remain in place – staff eligible to move a Step do so on July 1
 FY19 - July 1, 2018, all eligible staff move a Step on July 1 per FY19 Grid.
 FY20 – July 1, 2019, FY19 Grid adjusted for 2% COLA, staff eligible to move a Step do so on July 1

The salary schedules for members of the bargaining unit are listed in Appendix A.

Add new paragraph – “Any staff member appointed to cover for an ABA Teacher in his or her absence shall receive an additional \$5 an hour while providing this coverage. This appointment will be done by the Principal or a **BCBA**.”

Add a new paragraph – “The District agrees to notify the bargaining unit when it hires a new employee beyond Step 3.”

4. **Article 28 – Insurance** – Eliminate second paragraph – as it is no longer applicable.
5. **Article 33 – Evaluations** – Eliminate existing language and replace it with the following – “Evaluations will be done annually on ABA PA staff.”
6. **Article 34 – Duration** – Replace with the following language. “This Agreement shall become effective on July 1, 2017, and remain in full force and effect until June 30, 2020, unless either party notifies the other party prior to February 1, 2020, or any February 1 thereafter of its desire to terminate or modify this Agreement.
7. Should the parties fail to negotiate a successor agreement by June 30, 2020, it is agreed that this Agreement will continue in full force and effect until said time as a new contract is negotiated.

Darryll McCall, Ed.D., Superintendent of Schools

Date: _____

Kenneth Mills, Chair, Wachusett Regional School District Committee

Date: _____

Ronald Patenaude, Union Representative

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT
between the
Wachusett Regional School District and the
Wachusett Regional Nurses Association

The negotiating subcommittees of the Wachusett Regional School District and the Wachusett Regional Nurses Association have negotiated successor collective bargaining agreements for the period covering July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2021. Except to the extent referenced in this MOA, the terms of the contract covering July 1, 2015 through June 30, 2017 will remain in full force and effect and will be contained within the resultant successor bargaining agreements referenced herein for the period covering July 1, 2017 – June 30, 2018 and July 1, 2018 – June 30, 2021. The following represent the negotiated changes to the collective bargaining agreements, which will expire on June 30, 2021. The successor contracts will have the date references changed where appropriate to reflect the terms of the new contracts. It is expressly understood that the members of both parties bargaining teams will recommend that their principals ratify the terms of this MOA.

1. **Article 6 – Provisions for the Work Year.** Add the following 2 paragraphs of language-
“Over the summer and prior to the school year, nurses may come in to work for up to 21 hours to review, request, and record the immunizations and other records of the incoming students. Nurses who do so will be paid \$30 an hour.”

“School Nurses agree to regularly attend mandatory nursing monthly staff meetings necessary to ensure the exchange of information on District policies, best practices, etc...”
2. **Article 6 – Workday**
Add: School Nurses may be required to work through their lunch break in an emergency. In that case, they will be paid or provided compensatory time off.
3. **Article 13 – Reduction in Force**
Under A. Order of Reduction- Eliminate #4- as it is no longer needed.
4. **Article 16 – Vacancies**
Replace the second paragraph with the following, “For bargaining unit members, at the end of the first year of the transfer position, the Principal in his/her discretion may require a transfer back to the previous year’s position.
5. **Article 22 - Professional Days**
Add: The District will work to provide school nursing topics eligible for CEUs and PDPs. The District will find nurse replacements when a nurse has been pre-approved for an outside program or in-service training.
6. **Article 25 – Salary**
Effective July 1, 2017, the present wage scale will be increased by 1% across the board. Members will be paid retroactively upon ratification of this Agreement.

Effective July 1, 2018, the wage scale shall be increased by 2% across the board.

Effective July 1, 2019, the wage scale shall be increased by 2% across the board.

Effective July 1, 2020, the wage scale shall be increased by 2% across the board.

Nurses will advance a step on an annual basis.

Nurses possessing National Board for Certification of School Nurses will be able to advance beyond Step 11. After moving beyond Step 11, the \$500 annual Stipend for Certification will end for the impacted employee.

7. **Article 26 –Nurse Coordinator –** Replace last sentence in paragraph one with the following language-
“The Nurse Coordinator shall assume the clinical responsibility for the school nurse evaluations and continue to meet the expectations and commitment to the health offices in the District.”

Darryll McCall, Ed.D., Superintendent of Schools

Date: _____

Kenneth Mills, Chair, Wachusett Regional School District Committee

Date: _____

T. Edmund Burke, Esq., MNA Associate Director

Date: _____

Christine Lawton, RN, MNA Chair

Date: _____