

EXECUTIVE SESSION

The Mayor convened in Open Session in order to recess to Executive Session to:

- conduct strategy in preparation for contract negotiations with nonunion personnel and to conduct negotiations with nonunion personnel – Superintendent, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.
- discuss strategy with respect to collective bargaining for Aides to the Physically Handicapped and Monitors, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.
- discuss strategy with respect to collective bargaining and litigation- Petition for Certification by Written Majority Authorization/EAW- Bus Drivers, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.

The Mayor stated that the committee may reconvene in Open Session after Executive Session.

On a roll call of 7-0 the motion was approved.

The School Committee recessed to Executive Session at 6:00 p.m..

There were present at the Call to Order:

Miss Biancheria, Mr. Comparetto, Mr. Foley, Miss McCullough, Mr. Monfredo, Mr. O'Connell and Mayor Petty

Superintendent Binienda represented the Administration for all items with the exception of #I – Superintendent's Contract.

Dr. Friel was present for all items.

Others in attendance: Mr. Allen, Ms. Boulais and Dr. O'Neil were present for items II and III.

- I. To conduct strategy in preparation for contract negotiations with nonunion personnel and to conduct negotiations with nonunion personnel – Superintendent, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.

Further discussion took place regarding the proposed amendments resulting in some minor changes.

Backup that was discussed:

1. Superintendent's Contract March 14, 2016 – June 30, 2019
2. Proposed Amendments

Current Contract Wording	Proposed New Contract Wording
4. Vacation Leave and Other Benefits	
<p>Mrs. Binienda shall receive twenty-five (25) working days per year as vacation leave, exclusive of legal holidays, and fifteen (15) sick leave days per year. Vacation leave and sick leave shall be taken in accordance with Committee policy. Mrs. Binienda is entitled to accrue up to forty (40) days of vacation leave and up to 200 days of sick leave, which shall include, and not be in addition to, any days earned or accrued by her during her employment with the WPS prior to the date of this Agreement. In the event that during the term of this Agreement, in order to provide essential services to the Committee, Mrs. Binienda may not be able to use all of her earned vacation in a year and/or be unable to schedule vacation at a desirable time, <u>then in consideration of such circumstances and the unique nature of her work, Mrs. Binienda may carry forward unused vacation time from one year to the next, for a period of one (1) year.</u> (delete)</p>	<p>Mrs. Binienda shall receive twenty-five (25) working days per year as vacation leave, exclusive of legal holidays, and fifteen (15) sick leave days per year. Vacation leave and sick leave shall be taken in accordance with Committee policy. Mrs. Binienda is entitled to accrue up to forty (40) days of vacation leave and up to 200 days of sick leave, which shall include, and not be in addition to, any days earned or accrued by her during her employment with the WPS prior to the date of this Agreement. In the event that during the term of this Agreement, in order to provide essential services to the Committee, Mrs. Binienda may not be able to use all of her earned vacation in a year and/or be unable to schedule vacation at a desirable time. <u>Then the Committee shall annually, on or about June 30th , compensate Mrs. Binienda in cash in exchange for up to ten (10) unused vacation days at her daily rate of compensation then in effect.</u> (ADD)</p>

Current Contract Wording	Proposed New Contract Wording
C. ANNUITY	
<p>The Committee, at the request of Mrs. Binienda and in accordance with state law, shall withhold and transfer an amount of salary annually or semi-annually or monthly, said amount to be determined by Mrs. Binienda, from her annual salary into any annuity or retirement program she might choose.</p>	<p>The Committee, at the request of Mrs. Binienda and in accordance with state and <u>federal law</u>, shall withhold and transfer an amount of salary annually or semi-annually or monthly or <u>semi-monthly</u>, said amount to be determined by Mrs. Binienda, from her annual salary into any annuity or retirement program she might choose. <u>The Committee shall also make a contribution to a tax-sheltered annuity plan, 403(b) plan, 401(a) plan, deferred compensation plan, other retirement-related fund or expenditure, or any combination thereof, at Mrs. Binienda's choice, consistent with Internal Revenue Code and Massachusetts General Laws and regulations, in an amount of 3% of her annual salary, annually on or about July first of each year or upon such other schedule as may be agreeable to Mrs. Binienda.</u>(Add)</p>
D. SEVERANCE	
<p>Upon the effective date and time of any removal of Mrs. Binienda from the office of superintendent by the Committee, as described in subsection B above of Section Thirteen of this Agreement (i.e., termination without cause), the Committee shall pay Mrs. Binienda a severance package continuing for a period of <u>eighteen (18)</u> consecutive months or until such time as Mrs. Binienda secures and commences other comparable employment, or she retires from the Massachusetts Teachers Retirement System, or the termination date of this Agreement, whichever comes first, consisting of her then current annual salary and benefits as stated in this Agreement, including any applicable benefits afforded</p>	<p>Upon the effective date and time of any removal of Mrs. Binienda from the office of superintendent by the Committee, as described in subsection B above of Section Thirteen of this Agreement (i.e., termination without cause), the Committee shall pay Mrs. Binienda a severance package continuing for a period of <u>twelve (12)</u> consecutive months or until such time as Mrs. Binienda secures and commences other comparable employment, or she retires from the Massachusetts Teachers Retirement System, or the termination date of this Agreement, whichever comes first, consisting of her then current annual salary and benefits as stated in this Agreement, including any applicable benefits afforded administrators generally within the District, all deferred compensation payments due</p>

Current Contract Wording	Proposed New Contract Wording
D. SEVERANCE (continued)	
<p>administrators generally within the District, all deferred compensation payments due and payable through the severance period, the employer's share of all health insurance premiums, continuation of her disability and life insurance reimbursement benefits, except that Mrs. Binienda shall not accrue sick, vacation or other leave after the date of removal, nor shall she be entitled to reimbursement of travel, transportation, personal vehicle use or professional expenses incurred after such date. The Committee shall pay the annual salary portion of the severance benefit in the same periodic installments as agreed to under Paragraph 3 (A) and (B) herein commencing with the next pay period after the effective date of any such removal. Any payments received by Mrs. Binienda from the Massachusetts Teachers Retirement System shall be offset against the salary portion of the severance benefit hereunder. The Committee shall not be obligated to pay any severance package if any removal is due to any cause, criminal behavior or moral turpitude on Mrs. Binienda's part.</p>	<p>and payable through the severance period, the employer's share of all health insurance premiums, continuation of her disability and life insurance reimbursement benefits, except that Mrs. Binienda shall not accrue sick, vacation or other leave after the date of removal, nor shall she be entitled to reimbursement of travel, transportation, personal vehicle use or professional expenses incurred after such date. The Committee shall pay the annual salary portion of the severance benefit in the same periodic installments as agreed to under Paragraph 3 (A) and (B) herein commencing with the next pay period after the effective date of any such removal. Any payments received by Mrs. Binienda from the Massachusetts Teachers Retirement System shall be offset against the salary portion of the severance benefit hereunder. The Committee shall not be obligated to pay any severance package if any removal is due to any cause, criminal behavior or moral turpitude on Mrs. Binienda's part. (Change from 18 to 12.)</p>
E. DISABILITY INSURANCE	
<p>Subject to the cost limitations set forth below, the Committee agrees to maintain long-term Disability Income Plan insurance to the extent that Mrs. Binienda becomes unable to perform her duties due to illness or accident as determined by the plan. She shall be compensated at the rate of seventy percent (70%) of her salary until she is able to return to work or to age sixty-five (65). (DELETE) whichever first occurs. The cost to the Committee as to this policy or policies is not to exceed \$3,500 per year, although Mrs. Binienda may, at her discretion, pay to the Committee any additional sums required to maintain policy coverage at the level provided herein. Should Mrs. Binienda become disabled under the terms of this policy or policies, she shall receive her regular salary, and other benefits under this contract, pro-rated, during any waiting period which precedes the commencement of disability payments under the policy or policies. This section shall be interpreted to allow Mrs. Binienda to continue her current disability coverage through the WPS at its current cost to her, which amount shall be included in the \$3,500 allowance.</p>	<p>Subject to the cost limitations set forth below, the Committee agrees to maintain long-term Disability Income Plan insurance to the extent that Mrs. Binienda becomes unable to perform her duties due to illness or accident as determined by the plan. She shall be compensated at the rate of seventy percent (70%) of her salary until she is able to return to work. The cost to the Committee as to this policy or policies is not to exceed \$1,649.88 per year, although Mrs. Binienda may, at her discretion, pay to the Committee any additional sums required to maintain policy coverage at the level provided herein. Should Mrs. Binienda become disabled under the terms of this policy or policies, she shall receive her regular salary, and other benefits under this contract, pro-rated, during any waiting period which precedes the commencement of disability payments under the policy or policies. This section shall be interpreted to allow Mrs. Binienda to continue her current disability coverage through the WPS at its current cost to her, which amount shall be included in the \$1,649.88 allowance.</p>

Current Contract Wording	Proposed New Contract Wording
13. TERMINATION	
<p>A. BY MRS. BINIENDA. Mrs. Binienda may terminate this contract at any time before the term would otherwise expire by giving advance notice of her intention to the Committee at least one hundred eighty (180) days prior to the selected termination date. The Committee requests that Mrs. Binienda make every effort to set a termination date that corresponds with the end of the academic year unless unforeseen circumstances arise.</p> <p>B. BY COMMITTEE. <u>Without cause, the Committee may, at its option, and by a minimum of ninety (90) days' notice to Mrs. Binienda, unilaterally terminate this Agreement during its term without cause by a two-thirds (2/3) vote of its membership.</u> Mrs. Binienda proposed deleting this section</p>	<p>A. BY MRS. BINIENDA. Mrs. Binienda may terminate this contract at any time before the term would otherwise expire by giving advance notice of her intention to the Committee at least one hundred eighty (180) days prior to the selected termination date. The Committee requests that Mrs. Binienda make every effort to set a termination date that corresponds with the end of the academic year unless unforeseen circumstances arise.</p> <p>B. BY COMMITTEE. Without cause, the Committee may, at its option, and by a minimum of ninety (90) days' notice to Mrs. Binienda, unilaterally terminate this Agreement during its term without cause by a two-thirds (2/3) vote of its membership.</p> <p>In the discussion, the Committee did not wish to delete this section.</p>
A. ANNUAL SALARY	
<p>Mrs. Binienda shall be paid an annual salary of One Hundred Ninety Thousand Dollars (\$190,000.00). The Committee shall increase the annual salary to Mrs. Binienda by the amount of at least two percent (2%) annually, effective July 1, 2017. At no time shall the annual salary of Mrs. Binienda be decreased during the term of this contract.</p>	<p>Mrs. Binienda shall be paid an annual salary of <u>Two Hundred and Fifteen Thousand Dollars (\$215,000.00)</u>. The Committee shall increase the annual salary to Mrs. Binienda by the amount of at least two percent <u>2%</u> annually, effective <u>July 1, 2020</u>. At no time shall the annual salary of Mrs. Binienda be decreased during the term of this contract.</p> <p style="text-align: right;">(Change amount and effective date.)</p>

The most salient points of discussion at the Executive Session which were first discussed in private by the School Committee and then with input from the Superintendent:

A. Length of Contract

Some members wished to extend the contract for 2 years rather than 3 years.

The Superintendent expressed a desire to have an extension of three years on her contract in order to complete all the initiatives which had been implemented in the system under her leadership.

B. Salary of \$215,000

Certain Committee members felt that the increase in salary was too dramatic.

The Superintendent, in her research, noted that Superintendents in systems of similar size and makeup made salaries at a much higher level.

C. Yearly increase of 3%

The School Committee wished to lower the yearly increase to 2% and the Superintendent agreed to this percent.

- II. To discuss strategy with respect to collective bargaining for Aides to the Physically Handicapped and Monitors, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.

HELD

- III. To discuss strategy with respect to collective bargaining and litigation- Petition for Certification by Written Majority Authorization/EAW- Bus Drivers, if an open meeting may have a detrimental effect on the collective bargaining position of the School Committee and the chair so declares.

HELD

The Executive Session adjourned at 7:10 p.m.