

**GREENFIELD PUBLIC SCHOOLS  
SPECIAL SCHOOL COMMITTEE MEETING  
MINUTES: Tuesday, April 18, 2017**

GPS Central Office Conference Room, 195 Federal Street, Greenfield MA  
(approved 05.10.17)

**Present:** Don Alexander (DA); Timothy Farrell (TF); Jordana Harper, Superintendent (JH); Susan Hollins (SH); William Martin (WM); Adrienne Nunez (AN); Nathaniel Tripp (NT); Cameron Ward (CW) (arrived 5:35). **Absent:** none

**Also present:** Attorney Gordon Quinn; Attorney Peter Smith; Michael Svinis, GPS Network Manager; other school staff and citizens.

### **I. Call to Order**

With a quorum present (DA, TF, SH, WM, AN, NT), Chair Martin opened the meeting at 5:30 p.m.

### **II. Public Comment**

none

### **III. Business**

#### **A. GCET Broadband Installation for Schools – Project**

Dan Kelly, general manager of GCET, provided overview of GCET purpose (fiber optic/wireless network throughout the city), timeline, and the requested easement at North Parish School (Academy of Early Learning). 3 POP centers: Town Hall; corner of Silver and High; and proposed for North Parish. WM summarized intention: give easement to GCET to utilize the existing pole-to-building conduit to run fiber optics and place a 6' x 6' sheltered box next to EverSource's box already on the building.

Discussion:

- Alan Schmidt, Maintenance Supervisor = GCET's contact person
- GCET has committed to provide broadband access to schools at no charge.
- Concern that easement not available for review by Supt. or School Committee
- Concern re: GCET staff having 24/7 access to school property.
  - WM: Only purpose repair or upgrade. Guidelines part of the easement.
  - TF: EverSource has easement; town DPW has similar access.
  - Kelly: GCET employees are town employees and CORI-checked.
- Box is separately metered; no effect on school's electricity.
- Kelly: System is safe. No liability to GSP; GCET is independently insured.
- TF: Plan, process thoroughly vetted by Town Council 5-6 years ago in initial approval.

**SH made a motion to approve the GCET broadband installation on the grounds of North Parish school as described at the School Committee meeting of 4/18/2017, subject to approval of agreement wording and review by the School Committee's attorney.**

**TF 2nd. Motion passed 6-1 (AN opposed).**

Referred to Policy Subcte: Is there need for policy on easements or utility/DPW access to school property?

GCET and GCTV discussing setting up GHS to allow live TV broadcast of meetings. Likely timeframe: July. Conduits already installed during construction.

JH requested written project schedule, plan for GCET connecting schools.

Kelly: Service to schools will be free, so GCET, not schools, would apply for eRate.

SH: If additional vote required, request report from GPS technology staff to share concerns re: GCET plan.

## **B. Attorneys Smith and Quinn contracts for discussion and vote**

SH reviewed "Agreement for Professional Legal Services" template.

Discussion:

- Attorneys Quinn and Smith have reviewed template.
- Required insurance: language in template is OK.

Changes to template from members:

- Before finalizing, edit document for formatting consistency.
- Replace "chairman" with "chairperson" throughout
- Dates don't connect to school year or fiscal year. Policy requires appointment of attorney in June. Change term to begin July 1.
- Para. 3 and throughout: Refer consistently to "Attorney"; remove "Law Firm"

Change to template from Atty. Smith:

- Remove VII. para. 2 and 3. Concerns re: restrictions on communication. E.g, needs to talk frequently and directly with Director of Pupil Services; also with Business Manager.

Changes to template from Atty. Quinn:

- Para. 2, add: "...regulation and policy related to the foregoing topics, and seeks legal advice..."
- I. D. Conflict of Interest: change "bear" to "have"; remove "without being in breach of this Agreement."
- I. F. Services Outside Agreed-Upon Scope of Services: "When specifically ~~directed~~ requested by the School Committee..."
- II. Term: Add sentence at end: "The parties understand that rates may increase in accordance with Scope of Services and Fees agreement."
  - Rates would not change within contract year; could change upon renewal of contract.
  - Negotiation of new rates would be done by amending Attachment B.
  - Advance notice of fee increasing: WM suggests 90-day notice. Quinn suggests "reasonable advance notice," needs to discuss with firm partner.
- III. B. Billing Procedure: Quinn asked to delete "with reasonable accommodation allowances for the detailed and required warrant and payment process."
  - SH: Delays beyond 30 days are normal for city/school systems. Avoid staff needing to contact attorney to notify payment will be beyond 30 days.
  - JH: Need to receive bills in a timely manner, within 30 days of services provided. If not, fees "can accumulate in ways that are hard to track."
  - Committee consensus: Remove "with reasonable accommodation allowances for the detailed and required warrant and payment process."
- V. A. Document Ownership & Retention: 2nd sentence: "...the Law Firm will NOT retain an original paper copy of the file."
- VI. A. Failure to Provide Services: Add and delete: "If the Law Firm failed to provide services to the CLIENT in a timely manner in accordance with this agreement, ~~or failed to provide services within a timeframe that allowed the district timely response to its need for legal services~~, the CLIENT may suspend..."
- VIII. Reporting: Quinn asked to delete "which will be considered a contract requirement and not a billable service."

- Committee consensus: Do not delete. Clarify intent not for detailed report, but synopsis. Change to: “agrees to provide a brief, written ~~status report~~ report identifying pending matters at least quarterly, which will be...”
- Committee consensus: Attorney to send reports (not redacted) to share with School Cte in non-public session.
- X. Liability and Insurance. Add and delete: “... shall maintain professional malpractice liability insurance.” (delete remainder of sentence)

Discussion:

- I. D. Conflict of Interest: AN: Concern re: word “determining.” Atty. Smith clarifies ethical obligation to tell client if conflict of interest.
- WM asks Supt to have final documents prepared, and for Committee vote authorizing Chair to sign completed document for the Committee.

**SH moved to accept template for professional legal services, as amended. AN 2nd.**

Discussion:

- Atty Smith agrees to all changes initiated by Atty Quinn.
- DA: What protects us if we don’t get an answer [from attorney] in time?
  - Atty Smith: Contact all ways, 24/7, stating urgency. If no response, breach of contract.
  - JH: Having two attorneys will help in urgent situations (if one not reachable, contact the other), except I. F. requires approval of School Committee Chair = potential delay.
  - Atty Quinn: Other attorneys in firm could reply.

Change to template from members:

I. F. Services Outside Agreed-Upon Scope of Services: 2nd sentence: “...the approval of the School Committee Chair person or Superintendent prior to performing....”

**Motion passed unanimously.**

SH moved to go into executive session for purpose of strategically bargaining with Attorney Smith and then Attorney Quinn, non-union personnel. AN 2nd. Roll call vote: Yes – TF, NT, SH, AN, DA, WM. Entered into executive session at 7:45 p.m.

AN moved to leave executive session. SH 2nd. Roll call vote: Yes – TF, NT, SH, AN, DA, WM. Motion carried. Returned to public session at 8:39 p.m.

**AN moved to approve Attachment B [Scope of Services and Fees] for Peter L. Smith, Esq., with stated amendments, for April 19, 2017 through June 30, 2018. NT 2nd. Motion passed unanimously.**

**AN moved to approve Attachment B [Scope of Services and Fees], for Sullivan, Hayes, and Quinn, LLC, with stated amendments, for April 19, 2017 through June 30, 2018. NT 2nd. Motion passed unanimously.**

**V. Adjournment**

TF moved to adjourn. AN 2nd. Motion passed unanimously. Meeting adjourned at 8:43 p.m.

Respectfully submitted,  
Susan Farber  
Recording Secretary

## **Meeting Documents**

1. Agenda: April 18, 2017
2. GCET handout: aerial and site photos and map of North Parish School
3. Peter L. Smith, Esq.: Agreement for Professional Legal Services and Attachment B: Scope of Services and Fees
4. Sullivan, Hayes, and Quinn, LLC: Agreement for Professional Legal Services and Attachment B: Scope of Services and Fees