

NORTH KINGSTOWN SCHOOL COMMITTEE  
Executive Session  
May 3, 2007  
100 Fairway Drive, North Kingstown  
Minutes

Approved: 5/17/07

1. Meeting was called to order at 7:03pm by Chairman, Douglas Roth.
2. **Present:** Douglas Roth, Janice DeFrances, Melvoid Benson, April Brunelle, Larry Ceresi, Renee Cockerill, Kimberly Page  
**Absent:** William Brennan, Jamestown Representative

**Legal Counsel:** Steven Robinson, Daniel Kinder, James Reilly

3. **Motion was made by Renee Cockerill to convene to closed session pursuant to RIGL 42-46-4 and 42-46-5(1) and (2) to continue discussion of the Superintendents Job Performance and Potential Litigation. Seconded by Kimberly Page.**

Point of order was made by Larry Ceresi stating that confidentiality had been breached and he felt that potential litigation did not qualify for a closed session.

There was discussion if this session should be held in open session. Attorney Robinson recommended that the Superintendent's job performance not be discussed at this time. Attorney Kinder agreed and recommended that the Committee should start the litigation discussion in closed session.

Mr. Roth submitted an e-mail for correspondence which he felt broke confidentiality.

**Vote: unanimous to approve.**

7:16pm – Members of the audience left the room.

4. Mr. Roth read the e-mail that he submitted. Discussion followed regarding confidentiality. Kim Page raised a point of order that this discussion was not appropriate for executive session and asked to move on. Mr. Roth felt this was open to interpretation, but withdrew the e-mail for submission.
5. Mr. Kinder allowed time for the Committee to review the proposed settlement agreement with Dr. Halley and then proceeded to explain each item.
  - Item 1 – Dr. Halley's administrative leave would be immediately rescinded and he would return to work.
  - Item 2 – Dr. Halley will not sue the School Committee for any claim related to his employment. All lawsuits would be released as of this date. If the School Committee did something against Dr. Halley after this day, he would be able to act. Dr. DeFrances stated that there are presently three members of the School Committee who are being personally sued by the Superintendent. This is allowing those three members to be released. If the Committee does not agree with this settlement, the suit continues.

Larry Ceresi stated that he is speaking for himself, but he would not have an issue removing this item from the settlement and going forward.

April Brunelle stated that items could also be withdrawn on anything pertaining to herself.

Attorney Robinson did not recommend leaving any lawsuits open, as this is not in the public interest.

Renee Cockerill asked Mr. Robinson if he were a personal attorney for three members. Mr. Robinson replied that he was not.

Larry Ceresi stated that The Trust will represent the three members in a defense, but not as claimants. In order to file a countersuit, he has hired his own attorney.

Mr. Robinson explained that The Trust will not defend the Committee members for declaratory or injunctive relief. Mr. Robinson would defend for that.

If the three members decide they have been slandered and want to sue Dr. Halley, Mr. Robinson would not do that.

Mr. Kinder explained that this release is for any claims that Dr. Halley might have against the School Committee or employees. He stated that this document was in the Committee's favor.

Mr. Robinson stated that Dr. Halley will dismiss the lawsuit, and all claims in it can never be brought again. He agreed that it is in the Committee's favor for a dismissal with prejudice.
  - Item 3 – Dr. Halley will dismiss the pending lawsuit with prejudice.
  - Item 4 - Dr. Halley affirms that there are no other lawsuits pending.
  - Item 5 – Dr. Halley will resign effective July 1, 2007.

Item 6 - Dr. Halley will serve as a consultant if asked by the School Committee for up to 15 hours per week through December 31, 2007. He will provide additional hours if necessary to provide information if he is named in any lawsuit against the school department.

Item 7 - Dr. Halley will receive his salary through December 31, 2007. He will also be provided social security, Medicare, and any required cost of living increases through that time.

Retirement contributions will be made through June 30, 2007.

Renee Cockerill asked if the 15 hours of consulting per week would require an additional stipend.

Mr. Kinder responded that unless Dr. Halley is needed for litigation brought against the School Committee, there will be no additional salary payments.

Life, health and dental insurance will be provided to Dr. Halley through June 30, 2008.

Unused sick leave and vacation leave will be paid to Dr. Halley by July 15, 2007.

Dr. Halley will be indemnified in accordance with his contract through June 30, 2008.

Mr. Reilly stated that in Dr. Halley's current contract, he must be provided with defense against any suit. This agreement would limit coverage and is to the Committee's benefit.

April Brunelle asked if a parent of a special needs child sues because of the RIDE report after June 30<sup>th</sup>, would the Committee be responsible for defense.

Mr. Kinder replied that there is a considerable chance that you will not be responsible.

Item 8 - Dr. Halley agrees that this is a valid contract.

Item 9 - Dr. Halley will be provided with a letter of recommendation from the Chairperson that is acceptable to the Chair and Dr. Halley.

Doug Roth would prefer the language be changed from "the Chair has agreed to provide" to "the Chair will agree to provide". He has not agreed to this ahead of time.

There was discussion if this recommendation letter would be construed as coming from the entire Committee.

Mr. Kinder noted that it was not drafted that way and was meant to be the Chairperson's letter.

It was suggested that the language state that the Chair "will provide" a letter of recommendation.

April Brunelle stated that she has had legal advice that the School Committee could be held liable for a letter of recommendation. She did not want to be part of this letter.

Mrs. Cockerill stated that newspapers had reported that Mr. Robinson personally represented Committee members and asked Mrs. Brunelle if Mr. Robinson was her attorney.

Mrs. Brunelle stated that he was not.

Mr. Ceresi stated that he was misquoted in the newspaper, and Mr. Robinson does not represent him.

Doug Roth stated that Dr. Halley is seeking a letter of recommendation to make himself whole. He has fulfilled his obligations and should be granted a letter.

Mr. Kinder was confident that a letter could be acceptably crafted.

Mr. Roth stated that he does not have a problem with this if it is the will of the Committee.

Item 10 - Dr. Halley will not disparage the School Committee.

Item 11 - The School Committee will not make an official statement disparaging Dr. Halley. This is not to be construed to prevent individual members of the School Committee from exercising their first amendment rights, but Dr. Halley reserves the right to sue if you should slander him.

There was discussion if anything could be said if there were criminal charges brought in the event of a federal investigation.

Mr. Kinder explained that this agreement refers to issues that are known about now. Comments can be made in the future about items that come up after this agreement is signed.

There was discussion concerning if a federal investigation is going on at this time.

Janice DeFrances suggested that if an investigation is taking place, it would be in our best interest to bring Dr. Halley back and get further information about the investigation. If there is a problem, he could be fired for just cause.

April Brunelle stated that Mr. Reilly gave the Committee six reasons for possible cause at the last session.

Mr. Reilly stated that he had outlined the results of the investigation at the last session. If the Committee were to proceed with just cause hearings there were six possible areas to consider. He predicted a 50-50 chance of prevailing and he recommended a settlement.

*Recess was taken at 8:35pm*

*Meeting resume at 8:45pm*

Larry Ceresi stated that he would not support a settlement because of financial, ethical and pending investigations.

It was felt that the remainder of the settlement should be heard by the Committee.

Item 12 - The School Committee will not sue Dr. Halley for any reason related to his employment and/or performance as Superintendent.

Item 13 – Mr. Kinder explained that from here through the end of the agreement was legal boilerplate language that is required by law.

Renee Cockerill asked about the specific amount of money that this agreement would total.

Mr. Kinder distributed a breakdown for the Committee:

He explained that if you did not count May and June of this year because Dr. Halley would be working and receiving his regular salary during that time, the total payout after that time would be \$139,700. This amount includes \$73,000 that is vested in sick and vacation days that is required to be paid to him through the end of his contract, no matter how he is separated from employment.

The remaining amount is approximately \$66,700.

Dr. Halley's salary and benefits through June of this year equals \$28,000. This is what he would normally earn.

His vacation and sick days, which have to be paid according to his contract total \$73,000.

His health, dental and life insurance paid through June 2008 equals \$14,000.

His salary, social security and Medicare through December 2007 equals \$52,700.

The total package if you include May and June of this year would equal \$167,300.

There will be no additional pay for the fifteen hours per week of consultant work if required.

Attorney Robinson stated that he would like the authority of the Committee to file a counter claim to Dr. Halley's lawsuit, alleging negligence which caused the Committee to pay back \$200,000 and Dr. Halley would owe the Committee that amount.

Mr. Reilly stated that it might be a moot point if the Committee agrees to the buy-out.

Mr. Robinson stated that Dr. Halley has rights. He has a right to have his name cleared and the Committee has to come to a conclusion. He recommended that Dr. Halley not be put back as Superintendent. There are currently six areas that may be concerns. If he is reinstated, the Committee is ratifying and adopting that there are no grounds to those areas. He recommended that Dr. Halley be retained as a consultant.

Doug Roth stated that he views the six areas of concern as management issues, not as reasons to terminate. The Committee can choose to reprimand the Superintendent. He did not agree that the Superintendent should come back, but chances of winning a just cause hearing were 50-50.

Dr. DeFrances felt that if the agreement is signed, the Committee negates any opportunity to find out if there could be other areas of concern. If Dr. Halley were brought back and found that he did do something, he could then be terminated without a buyout.

April Brunelle stated that Dr. Halley has withheld information which caused the Committee to make poor decisions, he was insubordinate with the UCLA contract, there are safety and supervisory issues, OMA violations and misappropriation of tax dollars. She has no confidence in the Superintendent with budget issues or negotiations. She does not support Dr. Halley coming back at all. Mrs. Brunelle recommended that if there is a buyout agreement, he should just move on. The Committee should try to repair the pieces and move forward. She felt that it would be difficult working with him.

Melvoid Benson stated that Dr. Halley is a good educator but he cannot work with people. The town is split and it would be in his best interest to separate from his contract.

Renee Cockerill stated that she believes that it is time to part ways. The Committee can be done in two months for \$66,000. There would be no more lawsuits. She would support the buyout.

Kim Page did not see the Committee agreeing. Either choice will leave the School Committee divided. She urged the Committee to look at what was in the best interest of the children. Ms. Page did not like the choices, but wanted to keep good programs and the more that is spent, the less money is available for the children.

Mrs. Brunelle asked if it were too late to amend the buyout to not have the Superintendent work through the end of the school year.

Mr. Kinder replied that it would be possible. The Committee would be increasing the dollar amount of the buyout. It would increase the cost by approximately \$28,000.

Mrs. Benson recommended that Dr. Halley not return to work. The Committee could pay him and move on.

**Motion was made by Kimberly Page to accept the settlement agreement that was proposed by Mr. Kinder.  
Seconded by Renee Cockerill.**

Doug Roth stated that this is a difficult decision. He apologized for anything that he had said previously to add to the acrimony of the Committee. He would like to restore professionalism.

Mr. Roth looked at the reality of management effectiveness. The Committee is expected to exceed the legal budget by \$100,000. There are severe budget issues – we have ten unbudgeted teachers and the Town Council has removed \$200,000 from our budget. It will be difficult to restore confidence. It will come down to showing our ability to manage funds.

Mr. Roth supported the buyout, or an amendment to buyout immediately, and urged the Committee to make this decision.

Mr. Ceresi voiced concerns with next year's school budget.

Mrs. Cockerill felt that the buyout would be the least painful resolution.

Doug Roth suggested that if anyone had an amended idea, it could be brought up after this vote was taken.

<b>Vote: Renee Cockerill</b>	Yes	<b>Larry Ceresi</b>	No
<b>Douglas Roth</b>	Yes	<b>Janice DeFrances</b>	No
<b>Kimberly Page</b>	Yes	<b>April Brunelle</b>	No
		<b>Melvoid Benson</b>	No

**Motion fails.**

Mr. Roth stated that at the last executive session, the vote for a just cause hearing failed; now the buy-out option has failed. Larry Ceresi asked a School Committee member on the prevailing side to reconsider a vote for cause.

Melvoid Benson suggested that Mr. Kinder keep negotiating with Dr. Halley.

Doug Roth asked if there was any interest from the Committee in modifying the buy-out offer to eliminate Dr. Halley working until June 30<sup>th</sup>.

Larry Ceresi stated that speaking for himself, he would not support any buy-out.

There was discussion concerning who would be able to make a motion to reconsider a previous vote.

April Brunelle stated that she was disappointed that the Committee voted for an investigator to be hired to research allegations against Dr. Halley, but Mr. Reilly performed that investigation. Mrs. Brunelle felt that if whistleblowers had been spoken to, there might have been more reasons for just cause so she hesitated to approve a buy-out. The outcome of the investigation might not be different, but she felt there has not been enough due diligence.

Janice DeFrances stated that if the six areas of concern were in clear violation of the law, she would vote differently. Dr. DeFrances felt that there has not been shown just cause of negligence. Her perspective was from education and she could not say that Dr. Halley has not led the district.

Mrs. Brunelle stated that she has additional information from an employee who has contacted her but who has not come forward.

Mrs. Cockerill stated that she did not have that information and did not see concrete evidence from the information that was presented.

Mr. Roth noted that the Committee voted to have Mr. Reilly report and choose an investigator if he chose to do so.

Mr. Ceresi noted that there is an employee who would disclose information to the School Committee that contradicts the Superintendent's version of the Avanzato's claim.

Attorney Robinson stated that the Committee has the right to have more in depth information if they choose.

**Motion was made by Kimberly Page to remove the Superintendent from administrative leave. Seconded by Janice DeFrances.**

There was discussion concerning how long the Superintendent could be left on leave and at what point due process rights are violated.

Attorney Robinson did not recommend that the Superintendent be taken off leave. There was still outstanding litigation by Dr. Halley and due process rights had not been violated at this time.

Renee Cockerill stated that we are in a lose-lose situation. The Committee is at a standstill.

Larry Ceresi asked about an amendment to the buy-out.

Doug Roth felt that the Committee and town would be damaged in a compromise. If Dr. Halley was brought back without a sanction, he would struggle with what that would do. He felt that it would be the worst thing to do if he were brought back to finish his contract.

Mrs. Benson agreed.

<b>Vote: Janice DeFrances</b>	Yes	<b>April Brunelle</b>	No
<b>Renee Cockerill</b>	Yes	<b>Melvoid Benson</b>	No
<b>Kimberly Page</b>	Yes	<b>Larry Ceresi</b>	No
		<b>Douglas Roth</b>	No

**Motion fails.**

**Motion was made by Janice DeFrances to accept the settlement agreement provided by Mr. Kinder and provide Dr. Halley with additional money to allow him to leave immediately with integrity, thank him for his work and leave open the possibility of consultant work to be voted on by the Committee. Seconded by Kimberly Page.**

Larry Ceresi felt that this was a concession on the Committee's part and asked if there were something that should be asked for in return.

Mr. Kinder recommended that the Superintendent be released from his contract, pay him through November 30th, have him leave immediately and work as a consultant for 30 hours per week for the next two months and 15 hours per week after that through the end of the year.

**Amendment was made by Douglas Roth to authorize Mr. Kinder to negotiate this settlement with Dr. Halley. Seconded by Renee Cockerill.**

**Vote on amendment: 6 to 1 to approve, with Larry Ceresi voting no.**

<b>Vote on main motion:</b>	<b>Janice DeFrances</b>	<b>Yes</b>	<b>April Brunelle</b>	<b>No</b>
	<b>Renee Cockerill</b>	<b>Yes</b>	<b>Melvoid Benson</b>	<b>No</b>
	<b>Kimberly Page</b>	<b>Yes</b>	<b>Larry Ceresi</b>	<b>No</b>
	<b>Douglas Roth</b>	<b>Yes</b>		

**Motion passes.**

Mr. Kinder left the room to negotiate the new settlement with Dr. Halley.

*Recess taken at 10:15pm*

*Meeting resumed at 10:26pm.*

Mr. Kinder reported that Dr. Halley had agreed to leave immediately and increase his consultant hours to 30 per week. There was a misunderstanding with the pension contribution only lasting until June 30<sup>th</sup>. That item had been put in and then taken out. It was now agreed that this contribution would be made until June 30<sup>th</sup>, but the salary would continue until December 31, 2007. These changes would increase the total buy-out by \$28,000. Mr. Roth stated that the net difference would be in paying an interim superintendent. Dr. DeFrances suggested that the new superintendent hiring process start immediately. Mrs. Benson wanted the consultant language to be removed. Kim Page and Renee Cockerill would not agree to the settlement if that language was removed. Mr. Kinder explained that the Committee will have the right to require of Dr. Halley up to 30 hours of consultant work during May and June of 2007. The Committee can require up to 15 hours of consultant work from July through December of 2007. This is only if the Committee chooses to do that. It does not have to require this work. Larry Ceresi felt that this is to the Committee's advantage.

**Motion was made by Kimberly Page to accept the new proposal that Mr. Kinder negotiated with Dr. Halley going through December 31, 2007.**

<b>Vote:</b>	<b>Janice DeFrances</b>	<b>Yes</b>	<b>Larry Ceresi</b>	<b>No</b>
	<b>Renee Cockerill</b>	<b>Yes</b>	<b>April Brunelle</b>	<b>No</b>
	<b>Douglas Roth</b>	<b>Yes</b>	<b>Melvoid Benson</b>	<b>No</b>
	<b>Kimberly Page</b>	<b>Yes</b>		

**Motion passes.**

**Motion was made by Renee Cockerill to unseal all executive session minutes after this agreement was accepted. Seconded by Larry Ceresi.**

**Vote: unanimous to approve.**

Mr. Kinder reviewed that the changes to the original agreement included the following:

1. Delete paragraph #1.
2. In paragraph #5 – Dr. Halley agrees to resign effective upon the execution of this settlement.
3. In paragraph #6 – Dr. Halley will be a consultant up to 30 hours per week through May/June and up to 15 hours per week thereafter. Also through December 31<sup>st</sup>, Dr. Halley will provide extra hours for work on litigation in which he is named a defendant.
4. In paragraph #9 – change language to “will provide” a letter of recommendation.

An interim superintendent appointment will be added to the next agenda.

Janice DeFrances suggested that expectations be made clear to the interim superintendent.

**Motion was made by Kimberly Page to adjourn to open session. Seconded by Melvoid Benson.**

**Vote: unanimous to approve.**

All votes taken in executive session were disclosed at this time.

**Motion was made by Kimberly Page to adjourn the meeting. Seconded by Renee Cockerill.**

**Vote: unanimous to approve.**

Meeting adjourned at 11:00pm.

  
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Karen A. Nutini  
School Committee Clerk