

Meghan Foley
North Adams Transcript
124 American Legion Drive
North Adams MA 01247

Charles St. John
Finance Director
Town of Williamstown
Municipal Building
31 North St.
Williamstown MA 01267

April 30, 2010

Dear Mr. St. John,
Under the provisions of state public records law, I am requesting the following information (see below).

1. Any documents received by the town or any of its agents concerning a legal settlement finalized in 2008 or 2009 between the Williamstown School District, Williamstown Elementary School or the Williamstown School Committee and teacher Becky Meier.
2. Any correspondence between the town and Ms. Meier and/or the school district or committee since 2008 regarding this matter.

My request includes but is not limited to, all court actions, orders and decisions and notices from the court to the town regarding this matter.

If making copies of everything requested would be too expensive or time-consuming, I would ask to be allowed to view the documents at your earliest convenience.

Thank you for your help. I would appreciate hearing back from you as soon as possible.

Meghan Foley
413-663-7942, ext. 224
mfoley@thetranscript.com

cc. Peter Fohlin

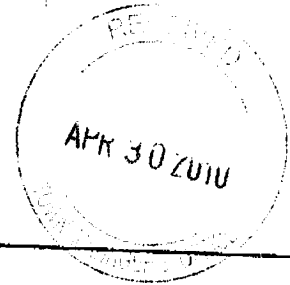
FAX COVER SHEET

North Adams Transcript

124 American Legion Drive
North Adams, MA 01247
(413) 663-3741 FAX: (413) 662-2792



(413) 664-6900 FAX: (413) 664-7900
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SEND TO		From	
Company Name Town of W. Uxbridge Town Manager		Meghan Foley	
Attention Peter Fohlin		Date April 30, 2010	
Office Location Town Hall, 31 North St.		Office Location North Adams Transcript	
Fax Number 413-458-4839		Phone Number 413-663-7442 x224	

- Urgent
 Reply ASAP
 Please Comment
 Please Review
 For Your Information

Total pages, including cover: 2

COMMENTS

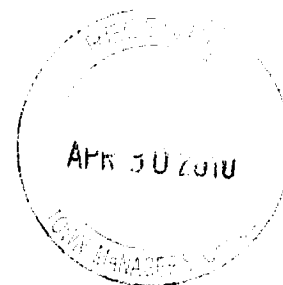
Peter,

Any questions or comments on this public records request don't hesitate to give me a call.

Thanks,
Meghan

Meghan Foley
North Adams Transcript
124 American Legion Drive
North Adams MA 01247

Charles St. John
Finance Director
Town of Williamstown
Municipal Building
31 North St.
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Thank you for your help. I would appreciate hearing back from you as soon as possible.

Meghan Foley
413-663-7942, ext. 224
mfoley@thetranscript.com

cc. Peter Fohlin

WILLIAM P. DENSMORE JR.
1182 Main Street
Williamstown MA 01267
(413) 458-8001 densmore@densmoreassociates.com



May 3, 2010

Mr. Peter Fohlin
Town Manager
Town of Williamstown
31 North Street
Williamstown MA 01267

Dear Mr. Fohlin:

I am a Williamstown resident and taxpayer. Pursuant to Chapter 66, Section 10 of the Massachusetts General Laws, (the "Massachusetts Open Records Act") I request the right to inspect and copy the following documents, all of which are statutory public records:

1. Copies of any claims, or legal proceedings, any settlement agreements or other understandings between or among Superintendentcy Union 71, the Williamstown Public Schools (together "WPS"), the Town of Williamstown or any of their employees, and/or any checks, warrants, financial statements, statistical tabulations, vouchers, payment schedules, invoices or other documentation; any of which made or received by WPS or by the Town of Williamstown, during the calendar year 2009, all of or relating to any claim by any employee or former employee of WPS alleging wrongful termination, or breach of process, or failure to bargain in good faith, or any other adverse claim naming WPS or any of their employees, whether pending or resolved.
2. Any checks, warrants, vouchers, payment schedules, invoices or other documentation relating to work performed during calendar 2009 by the law firm of Deutsch, Williams, Brooks, DeRensis & Holland P.C., and paid for by Superintendentcy Union 71, the Williamstown Public Schools or by the Town of Williamstown. It would be helpful and would save both me and the district or town time if you wanted to facilitate access to all documents of this nature relating to item No. 1, above.

I have made a similar request to WPS and if WPS is immediately responsive it may not be necessary for the Town to respond. In addition, depending upon the response to Item No. 1, it may not be necessary to continue with the request under No. 2. I would be happy to discuss ways to make this request as unburdensome as possible and to minimize the search and copying time and costs for all of us. Because this request relates to a specific matter raised in connection with the Annual Town Election on May 11, an urgent response is requested in the interest of participatory democracy. I will be out of town on Tuesday through Thursday, I designate neighbor Fred Leber as my representative on this matter during those days. I can be reached on my cell phone at 617-448-6600.

Kind regards,

A handwritten signature in black ink that reads "W P Densmore Jr".

William P. Densmore Jr.

M.G.L. CHAPTER 66. PUBLIC RECORDS (emphasis added)

Chapter 66: Section 10. Public inspection and copies of records; presumption; exceptions

Section 10. (a) Every person having custody of any public record, as defined in clause Twenty-sixth of section seven of chapter four, shall, at reasonable times and without unreasonable delay, permit it, or any segregable portion of a record which is an independent public record, to be inspected and examined by any person, under his supervision, and shall furnish one copy thereof upon payment of a reasonable fee. Every person for whom a search of public records is made shall, at the direction of the person having custody of such records, pay the actual expense of such search. The following fees shall apply to any public record in the custody of the state police, the Massachusetts bay transportation authority police or any municipal police department or fire department: for preparing and mailing a motor vehicle accident report, five dollars for not more than six pages and fifty cents for each additional page; for preparing and mailing a fire insurance report, five dollars for not more than six pages plus fifty cents for each additional page; for preparing and mailing crime, incident or miscellaneous reports, one dollar per page; for furnishing any public record, in hand, to a person requesting such records, fifty cents per page. A page shall be defined as one side of an eight and one-half inch by eleven inch sheet of paper.

(b) A custodian of a public record shall, within ten days following receipt of a request for inspection or copy of a public record, comply with such request. Such request may be delivered in hand to the office of the custodian or mailed via first class mail. If the custodian refuses or fails to comply with such a request, the person making the request may petition the supervisor of records for a determination whether the record requested is public. Upon the determination by the supervisor of records that the record is public, he shall order the custodian of the public record to comply with the person's request. If the custodian refuses or fails to comply with any such order, the supervisor of records may notify the attorney general or the appropriate district attorney thereof who may take whatever measures he deems necessary to insure compliance with the provisions of this section. The administrative remedy provided by this section shall in no way limit the availability of the administrative remedies provided by the commissioner of administration and finance with respect to any officer or employee of any agency, executive office, department or board; nor shall the administrative remedy provided by this section in any way limit the availability of judicial remedies otherwise available to any person requesting a public record. If a custodian of a public record refuses or fails to comply with the request of any person for inspection or copy of a public record or with an administrative order under this section, the supreme judicial or superior court shall have jurisdiction to order compliance.

(c) In any court proceeding pursuant to paragraph (b) there shall be a presumption that the record sought is public, and the burden shall be upon the custodian to prove with specificity the exemption which applies.

M.G.L. CHAPTER 4. STATUTES (excerpt)

Chapter 4: Section 7. Definitions of statutory terms; statutory construction

Twenty-sixth, "Public records" shall mean all books, papers, maps, photographs, recorded tapes, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made or received by any officer or employee of any agency, executive office, department, board, commission, bureau, division or authority of the commonwealth, or of any political subdivision thereof, or of any authority established by the general court to serve a public purpose, unless such materials or data fall within the following exemptions in that they are:

- (a) specifically or by necessary implication exempted from disclosure by statute;
- (b) related solely to internal personnel rules and practices of the government unit, provided however, that such records shall be withheld only to the extent that proper performance of necessary governmental functions requires such withholding;
- (c) personnel and medical files or information; also any other materials or data relating to a specifically named individual, the disclosure of which may constitute an unwarranted invasion of personal privacy;
- (d) inter-agency or intra-agency memoranda or letters relating to policy positions being developed by the agency; but this subclause shall not apply to reasonably completed factual studies or reports on which the development of such policy positions has been or may be based;

--- *SNIP* ---

Any person denied access to public records may pursue the remedy provided for in section ten of chapter sixty-six.

WILLIAM P. DENSMORE JR.
1182 Main Street
Williamstown MA 01267
(413) 458-8001 densmore@densmoreassociates.com

May 3, 2010

Ms. Rose Ellis, Superintendent
Superintendency Union 71
Williamstown & Lanesborough Public School Districts
115 Church St.
Williamstown MA 01267

Dear Ms. Ellis:

I am a Williamstown resident and taxpayer. Pursuant to Chapter 66, Section 10 of the Massachusetts General Laws, (the "Massachusetts Open Records Act") I request the right to inspect and copy the following documents, all of which are statutory public records:

1. Copies of any claims, judgments or legal proceedings, any agreements, resolutions, settlements or other understandings between and among Union 71, the Williamstown Public Schools (together "WPS"), the Town of Williamstown, and/or any of their employees or former employees, and/or any checks, warrants, financial statements, statistical tabulations, vouchers, payment schedules, invoices or other documentation; any of which made or received by WPS or by the Town of Williamstown, during the calendar year 2009; all of or relating to any claim by any employee or former employee of WPS alleging wrongful termination, or breach of process, or failure to bargain in good faith, or any other adverse claim naming the WPS parties or any of their employees or school-board members, whether pending or resolved. *Depending upon the response to this request, also:*
2. Minutes of all WPS school board meetings which occurred between Jan. 1, 2009 and Dec. 31, 2009, including records of all rollcall or voice votes taken in public session(s). It would be helpful and would save both me and the district time if you wanted to facilitate access to all minutes relating to item No. 1, above. *Depending upon the response to this request, also:*
3. Any checks, warrants, vouchers, payment schedules, invoices or other documentation relating to work performed during calendar 2009 by the law firm of Deutsch, Williams, Brooks, DeRensis & Holland P.C., and paid for by Union 71 or by the Town of Williamstown. It would be helpful and would save both me and the district time if you wanted to facilitate access to all documents of this nature relating to item No. 1, below.

I would be happy to discuss ways to make this request as unburdensome as possible and to minimize the search and copying time and costs for all of us. Because this request relates to a specific matter raised in connection with the Annual Town Election on May 11, an urgent response is requested in the interest of participatory democracy. I will be out of town Tues.-Thurs. I designate neighbor Fred Leber as my representative on this matter during those days. I can be reached on my cell phone at 617-448-6600.

Kind regards,



William P. Densmore Jr.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into this ___ day of July, 2009, between and among [REDACTED] ("Employee"), the Williamstown Teachers Association ("Association") and the Williamstown Public Schools ("School District" or "Employer") (collectively referred to as "the Parties").

3. Resignation from Employment. [REDACTED] shall be allowed to resign from her employment as a teacher in the School District. As such, [REDACTED] submits and the Superintendent of the School District accepts [REDACTED] irrevocable resignation of her employment as a teacher in the School District, which is attached hereto as Attachment "A". [REDACTED] resignation will be placed in her personnel file. [REDACTED]

8. Outside Inquiries. Except as to inquiries seeking a job reference, any inquiry to the Superintendent or Principal of the School District from any person regarding [REDACTED] employment status or history with the District shall be responded to by (a) informing the inquiring party of [REDACTED] dates of employment and positions held in the District and (b) stating that District policy precludes the provision of any further information.

[REDACTED] agrees to direct all inquiries for oral or written job references to the Superintendent or the Principal of the School District. The Superintendent or Principal shall respond in the manner described in the preceding paragraph but shall also indicate that [REDACTED] has consented to release from her personnel file a copy of the letter of reference referred to in paragraph 7 of this Agreement. The School District shall, upon the request of the inquiring party, release said reference letter but shall otherwise make no other comments or provide other documents.

BY EMPLOYEE NAME
 07/24/2009 to 08/13/2009

ORG	OBJ	PROJ	LOC	JOB	CHECK	PAY TYPE	HOURS	AMOUNT	DED	TYPE	EMPLOYEE	EMPLOYER

032356												
			LOC: SC			ORG: 32301						
Check Date: 07/24/2009												
32301	51101		SC	JOBX	000018771	102 Other-	0.00	30,000.00				
			SC		000018771				3000	Fed In	9,206.59	0.00
			SC		000018771				4000	State	1,574.84	0.00
91101	51179		SC		000018771				1100	Medica	435.00	435.00
CHECK 07/24/2009 TOTALS:					NET:	18,783.57	0.00	30,000.00			11,216.43	435.00
Check Date: 08/13/2009												
32301	51101		SC	JOBX	000018833	102 Other-	5.00	20,000.00				
			SC		000018833				3000	Fed In	5,706.59	0.00
			SC		000018833				4000	State	1,044.84	0.00
91101	51179		SC		000018833				1100	Medica	290.00	290.00
CHECK 08/13/2009 TOTALS:					NET:	12,958.57	5.00	20,000.00			7,041.43	290.00
EMPLOYEE TOTALS:					NET:	31,742.14	5.00	50,000.00			18,257.86	725.00

GRAND TOTALS:					NET:	31,742.14	5.00	50,000.00			18,257.86	725.00

** END OF REPORT - Generated by Donna Estes **

Donna Estes

From: Jennifer Coscia [jcoscia@williamstownelementary.org]
Sent: Sunday, July 19, 2009 6:34 AM
To: Donna Estes
Subject: Fwd: [REDACTED] Payment

Hi Donna-

Please see Rose's note below.... Can you add the 1st payment for [REDACTED] to this Thursdays' payroll run. (I know its an off week for us, but I think you run Town payroll weekly?) We're under a pretty tight deadline for getting this paid & next week's run is too late... It has to go through payroll as the agreement says Fed & State and 'other withholdings required by law or authorized by [REDACTED] will be taken. Please note that it specifically says that 'the two-lump sum payments are not intended to constitute regular compensation under General Law Chapter 32 and, accordingly, no retirement deductions shall be withheld from either payment.'

I'm not sure why they want it broken into two payments but we'll do it that way... The first payment is \$30,000.

As we discussed a few weeks ago, this was encumbered in my year-end list.

Please confirm. Thanks!
 Jennifer

----- Forwarded message -----

From: Rose Ellis <rellis@williamstownelementary.org>
Date: Sat, Jul 18, 2009 at 11:18 PM
Subject: [REDACTED] Payment
To: Jennifer Coscia <jcoscia@williamstownelementary.org>

Hello Jennifer,

Last Thursday, July 16, [REDACTED] signed in triplicate the Settlement Agreement we have been working on for the last 8 months. I will sign the three copies of the Agreement on Monday when I return to work.

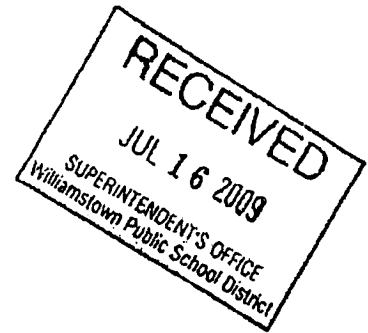
We will need to provide [REDACTED] with a first payment of \$30,000 eight days from July 16th...maximum of 10 days. Then a second payment of \$20,000 will have to be made by August 31st.

I will forward the e-mail from Brian Magner with the Agreement attached. The "Settlement Compensation" agreement is item #1.

Rose Ellis, B.S.D.
 Superintendent
 Williamstown-Lanesborough School Union #1
 115 Church Street
 Williamstown, MA 01267
 (413) 458-5840

4/27/2010

Rebecca Meier
1409 Route Five
Canaan, NY 12020



July 14, 2009

Rose Ellis
Superintendent
Williamstown Elementary School
115 Church Street
Williamstown, MA 01267

Dear Superintendent:

I hereby submit my irrevocable resignation from employment with the Williamstown School District, effective November 14, 2008.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca J. Meier".

Rebecca J. Meier