

THE STATE OF NEW HAMPSHIRE

CHESHIRE COUNTY

SUPERIOR COURT

IN RE THE MONADNOCK REGIONAL SCHOOL DISTRICT

OBJECTION TO: PETITION FOR SPECIAL SCHOOL DISTRICT MEETING
PURSUANT TO R.S.A. 197:3

NOW COMES the Monadnock Schools Taxpayers Association (hereinafter, MSTA), and *object* to the Petition for a Special School District Meeting filed by the Monadnock Regional School District. In support of our *objection* we state as follows:

*** STATUTORY REFERENCES ***

1. Since this petition is filed under R.S.A. 197:3 it must comply with conditions as stipulated within the law itself.

a) R.S.A. 197:3 I a , the statute says, "In case an emergency arises requiring an immediate expenditure of money, the school board may petition the superior court for permission to hold a special district meeting, which, if granted, shall give said district meeting the same authority as an annual district meeting."

b) R.S.A. 197:3 I b defines an Emergency as "a sudden or unexpected situation or occurrence, or combination of occurrences, of a serious and urgent nature, that demands prompt or immediate action, including an immediate expenditure of money."

c) R.S.A. 197:3 I c states: "To verify that an emergency exists, a petitioner shall present, and the court shall consider, a number of factors including: (3) Whether the claimed emergency was foreseeable or avoidable. (4) Whether the appropriation could have been made at the annual meeting.....etc."

- d) R.S.A. 197:3 III offers another alternative method whereby "the school board may call a special meeting for the sole purpose of addressing all negotiated cost items without petitioning the superior court for authorization", by inserting a contingent warrant article within the warrant at the annual meeting. It is important to note that the Monadnock Regional School Board chose to forgo this option on the 2008 annual warrant.

2. In the Appeal of Alton School District 140 NH 303 & 307 , (1995), the New Hampshire Supreme Court has stated : "An automatic renewal clause is a cost item, and it therefore does not bind the parties unless it has been ratified by the

legislature.” Also: “Ratification of cost items occurs only if the legislative body approves them with full knowledge of their terms.”

3. The PELRB decision Case # E-0028-1, Decision # 2007-034 on Mar 13, 2007 stated, “In conclusion there is insufficient evidence to show that, with full knowledge of the evergreen clause contained in Article 16 of the 2003-2006 CBA as well as its financial consequences, the Monadnock Regional School District voters ratified the cost of that clause..... relief must be denied.” (At Issue was the Teachers Annual Step Raises)

Attorney Apple argued that case before the PELRB on behalf of the MRSD (and won). It is extremely ironic, that he would now have *this* court believe that the causes he now lists in Articles #3, 4, 5, 6, 7, 8, 9, 10, 13, 21, would bring about the problems and conditions that he lists in his Articles 21, 22, 23, 24, 25, 29, & 33. This is especially intriguing since it was he, who personally represented the MRSD School Board in negotiating these two latest contracts.

REASONS FOR OBJECTION TO THE SCHOOL BOARD PETITION FOR SPECIAL MEETING

Let us be perfectly clear: THERE IS NO EMERGENCY

1. No teacher is being denied their right to work.
2. All teachers are being paid their regularly contracted salaries.
3. All Health Care Benefits are currently being paid at the contractual 90/10 % ratio.
4. All regular benefits such as educational stipends, sick days, personal days and substitute coverage is being contractually complied with.
5. There has been a large increase in the cost of New Hampshire Retirement this last year, and the District is currently paying for that increase.
6. The teachers Assoc. and/or the school board could have placed a separate warrant article on the March 11 ballot that would have allowed for another vote on the teacher contract if the March 11 vote failed. There is a provision for this in R.S.A. 197:3 III, but both the school board and teacher's union decided not to partake of this option, clearly indicating by their inaction that they felt that a failure to pass the contract would not precipitate an “emergency.”
7. The legislative body (voters) of the Monadnock Regional School District were well informed of the issues surrounding the vote on the teachers contract. Both sides, (those who believed the contract should be passed and those who believed it should be defeated), presented their facts and opinions to the voters via letters to the editor, direct mailings, radio talk shows, and other avenues of communication, including the school district deliberative session in February, '08. If the legislative body thought that the school district would be in an “emergency situation” if the teacher contract failed, they would have passed it. (Note- the voters did pass the support staff contract by an overwhelming majority, approx. 2,500 yes to approx. 600 no) Thus, appropriation for the teacher contract could easily have been made at the March 11, 2008 regional school district ballot vote.
8. (Prior to March Annual Meeting): The Town of Sullivan brought suit in Cheshire County Superior Court over the issue of Early Retirement as it existed in the prior contract, and that issue has yet to be decided upon. However, since that wording was contained in the contract proposed in March 2008 which was defeated by the voters, and since similar wording is also contained in the

proposed contract within Section 13.2, we believe that this is nothing more than a concerted effort to circumvent the voter (legislative body), and the pending Sullivan litigation before the courts. Thus we *most strenuously* object to any effort being put forth which would have the effect of “jumping ahead in line” in order to hold a special meeting before the Cheshire County Superior Court has had an opportunity to hear the Sullivan appeal. This is especially important since the voters *rejected* the contract with similar wording in March (2008). The Town of Sullivan has been exceedingly patient with the MRSD and their lawsuit should be able to proceed to trial. This petition by the MRSD for a special school district meeting (vote) is a devious effort to circumvent the pending superior court hearing.

9. If close attention is paid to most of the allegations and assumptions made by Attorney Apple (on behalf of the Monadnock Regional School Board)-- it is easy to see that there is **NO** empirical data offered, and **NO** facts offered to substantiate his speculations about such issues as comparative teacher salaries, projected further labor unrest, instability in the current labor relations (in which he is part of the negotiating process), any correlation between the students AYP performance and contractual negotiations, or the faulty reasoning that more money for teaching staff will increase the students learning abilities and/or AYP. When Attorney Apple argued before the PELRB in Mar.2007, (which in effect denied the Step increases) neither he nor the attorney for the Monadnock Teachers Association, ever suggested that there would be political unrest or labor turmoil as a result of an adverse decision. The reason for referencing the Alton Case, and the PELRB Decision, is because the fact remains that the “evergreen” clause was a cost item, and the legislative body was not adequately warned of that cost. **THAT** legal avenue which Attorney Apple properly pursued, and the resulting favorable PELRB decision, is the direct result which brought about the the loss of the teacher step increases, and the main reason why the subsequent proposed contracts have been rejected by the public body.
10. One fact that is crystal clear however is that the additional cost to the Monadnock Regional School District will probably be about \$ 8,500. That was the cost of the Special District Meeting held this last year for allowing Surry to withdraw. This is unnecessary additional cost to a District that has had to operate within a default budget for several of the past years, and I am sure that most of the District’s taxpayers would rather see the School Board spend \$8,500 on something more educational ---**such as books.**

WHEREPON the Monadnock Schools Taxpayers Association respectfully prays the court for the following relief, pursuant to R.S.A. 197:3 and the Courts inherent authority as a court of equity:

1. DENY the petition
2. DENY any subsequent requests until after the *pending* Sullivan Case has been decided.

Dated: May 22nd 2008

Respectfully Submitted
Monadnock School Taxpayers Assoc.

By Richard G. Bauries Pres.
124 SAWYERS CROSSING RD.
SWANZEY, N.H. 03446
352-6093

**MONADNOCK SCHOOLS TAXPAYERS
ASSOCIATION**

“Seeking a balance between academic needs and a family’s ability to pay”

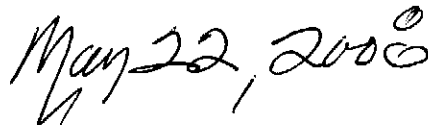
Clerk of Court
Cheshire County Superior Court
Keene, N.H. 03431
May 22, 2008

Dear Sir/Madam,

I Richard E. Bauries here by certify that a copy of the Monadnock Schools Taxpayers Association written objection to the Monadnock School Districts petition for a Special District Meeting, has been sent to attorney;

Paul A. Apple
Upton & Hatfield, LLP
8 School St.
Hillsborough, N.H. 03244-0013

Sincerely,



Richard E. Bauries
President
Monadnock Schools Taxpayers Association