

**IPSWICH SCHOOL COMMITTEE MEETING  
JULY 2, 2012  
MIDDLE/HIGH SCHOOL ENSEMBLE ROOM**

**OPEN SESSION  
CALL TO ORDER**

Chairman Loeb called the meeting to order at 7:10 p.m. with the following members present: J. Bauman, C. Nylén, R. Roesler, B. Hopping, H. O'Flynn, and S. Gresh. Also present were Superintendent Korb; Finance Committee members M. Schaaf and R. Howard; and new Feoffees T. Filosa, T. Reardon, G. Stevens, and S. Ward.

**CITIZENS' COMMENTS**

**SCHOOL COMMITTEE AGENDA**

**A. VOUCHERS/BILLS**

**B. FEOFFEES OF THE GRAMMAR SCHOOL**

Mr. Loeb cited recent events leading up to the need for the meeting. On June 26, 2012, the "old" Feoffees filed a pleading that the plaintiffs approve a plan to record condominium documents before the filing of the Master Deed. A revised Exhibit A has come forth from Attorney Sheehan's office on July 2 by email. The "new" Feoffees met on the morning of July 2 and "fully endorse and will abide by the Judgment (12/23/11) including the Trust Administration Order approved by all parties to the Litigation". The letter to Attorney Perry from Attorney O'Connell, new Feoffees' attorney, was distributed to all parties present. In that letter, the "new" Feoffees considered critical "that all documents, instruments and monies connected to the sale be delivered into escrow with a nationally-recognized title insurance company as escrow agent with conditions ...". Mr. Loeb outlined the June 8 amendment to the Settlement Agreement by the "old" Feoffees to include two lifetime Feoffees and two School Committee-appointed persons in the sales of the units using the Town of Ipswich ID number, making explicit in this document that it is a transfer by the new Feoffees.

The hearing with Probate Judge Sahagian will take place on July 3 at 2 p.m.

School Committee members discussed clarification of the Motion by the "old" Feoffees and the risks involved. Mr. Reardon, "new Feoffee", suggested that the matter be opened up, obtain a title insurance company to have dialogue and instructions from them and the new Feoffees as to how to release the funds so that the new Feoffees can follow and audit the process completely. Ms. Filosa cautioned against the "immediate" nature of this Motion.

Mr. Loeb moved, seconded by Dr. O'Flynn, that the School Committee instructs Counsel to take a position consistent with the position set forth by Attorney O'Connell (for the new Feoffees), letter dated 7/2/12, relative to the proposed Motion. After discussion, the vote IN FAVOR - O'Flynn, Gresh, Loeb; OPPOSED - Hopping, Nylén, Roesler, Bauman. MOTION FAILED.

Mrs. Roesler moved, seconded by Mr. Nylen, that the School Committee oppose all points set forth in the (old) Feoffees Motion. Vote IN FAVOR - Hopping, Nylen, O'Flynn, Loeb, Roesler, Bauman; OPPOSED - Gresh.

Three points by the members were pointedly made to pass on to School Committee Counsel:

1. The existing Agreement adequately covers the School Committee and should not be modified.
2. Feoffees don't need these changes; there is title insurance which says they should be closing.
3. If the Feoffees entered into this June 6 Agreement without consultation with the School Committee, that is a further breach of contract.

Mr. Loeb will speak to Attorney Perry regarding the School Committee's concern that the existing management won't handle the sale transaction in an efficient manner.

Mr. Hopping moved, seconded by Dr. Gresh, to adjourn at 8:24 p.m.  
UNANIMOUS.