

August 17, 2016 Cornish School District/SAU 100 Transition Team Meeting Minutes

PRESENT: Nicki Saginor, Justin Ranney, Heidi Jaarsma, Linda Coolidge, Larry Dingee, Kellie Parry, Susan Chandler, Jennifer Prilesen, Rebecca Rumrill

Nicole Saginor called the meeting to order at 3:17 pm

The minutes of the July 13, 2016 were approved with the following typos corrected: "*memorandum of understanding be written...*"; adjourned changed to *adjourn*. (Justin Ranney moved, Rebecca Rumrill seconded, unanimously approved).

A Business and Physical Plant report was added as 4b. to the agenda. Justin Ranney moved, Heidi Jaarsma seconded, unanimously approved to accept the agenda.

Justin stated that he had been requested to have the notes from the subcommittee meetings come back into the main Transition Meetings. The ensuing discussion suggested that because the notes are entered into the main Transition Team minutes in the form of reports to the committee, that the reports should additionally include the time and place of the subcommittee meetings and the names of attendees.

REPORT OF THE SAU ESTABLISHMENT SUBCOMMITTEE:

On August 17, 2016, Nicki Saginor, Justin Ranney, and Susan Chandler met at the school at 2:30 pm.

On July 20, 2016 at 10:00 am, Nicki and Justin met with Attorney Michael Fuerst to discuss issues to be included in a document outlining the key points to be considered in a Management Services Agreement between Cornish and Plainfield.

Nicki passed out the document to Committee members. The plan is to further refine the talking points and present them to the Cornish School Board at its August 22 meeting. After that discussion, the document would go back to Michael Fuerst and the Transition Committee and , ultimately, to Plainfield for its perusal.

Jen Prilesen asked if anyone had considered contracting with an agency to provide SPED services. Nicki responded, "No, but that could be a part of the discussion with Plainfield and Cornish when it comes to hiring a SPED Director jointly in late fall or early winter." It was further discussed that the SPED position could be defined as either hours or days on site to equal the FTE.

Changes discussed to MSA\* talking points: (Note: Potential confusion!! Numbering changed during the course of the discussion)

#4. Plainfield to be the "employer of record".

#5. Add benefits *and benefits administration*

Join #4 and #5

\*MSA as discussed at the meeting is attached at the end of these minutes.

#5. Heidi brought up the fact that our expenses delineated in #5(new 4) are shared according to our FTE, but that our expenses in the joint search committee (#12) endeavors should be shared equally.

#6. Job descriptions, when written, should be included for the Superintendent, Finance Director and SPED Director. It should be noted that the responsibilities involved with high school choice will need to be included in SAU 100's job descriptions.

Larry again brought up the idea of an agency providing SPED services. The discussion revolved around the need for a close, working relationship between Management Team members particularly in small districts. The Joint Search Committee should discuss this option.

#7. Change "will strive to utilize" to "will utilize." The Joint Review Committee will develop a joint evaluation tool.

#8. Much discussion followed about the need for an exit clause both in the MSA Agreement and in the individual Management Team Members' contracts. The individual FTE equivalents have to be included in the contracts. Either SAU can opt to retain a Team member if the other SAU chooses not to. Fairness to each SAU and to the Team member was emphasized.

Jennifer questioned whether each district could have its own contracts with the Team Members. Heidi stated that because benefits have to come from one place, this would be difficult.

Discussion of the need for a mechanism in the contract so that Plainfield does not get stuck with the full cost if, for example, Cornish doesn't want to retain a team Member. It was decided that we needed to work hard on writing an exit clause or have Michael write one. #9 needed to have its own paragraph on exit issues.

The Management Services Agreement will be a three year contract. After two years, with one year's notice, the whole thing may be dissolved.

No other district in the state is doing what Plainfield and Cornish are doing, although there are those superintendents who work for multiple districts. The DOE is very interested in our relationship.

#9. It was reiterated that the Superintendent will be reviewed by the Boards; the Finance Director and SPED Director will be reviewed by the Superintendent.

Justin and Nicki will review the revised MSA with Michael Fuerst. There will be a new draft for the Cornish School Board Meeting of August 22, 2016. The Board must agree to the document before it is sent to Plainfield. The document will come back to the Transition Team again.

**BUSINESS AND PHYSICAL PLANT Report:**

Heidi has requested three things which she has yet to receive from Mike O'Neill at SAU 6:

Year end final report 15/16

Approved budget 16/17

Copies of all service contracts

She has learned that Vision software(used by SAU 6) can export to Excel.

Heidi has scheduled a meeting with Mike O'Neill . She is hoping that April Woodman will attend as well for her institutional knowledge.

Heidi is preparing an SAU 100 Document Retention Policy . She is working on a table which includes: State Regulations for Document Retention/ Cornish's present policy for Document Retention/ the Transition Committee's recommendations for Document Retention. We will need this when records come to us—we need to know what to do with the records and what we may get rid of.

**TIMELINE:**

Sub Committee Outreach will start up again in the fall. Jen Prilosen has contacted Dr. Sidney Finklestein of Tuck Business School to see if there might be a Tuck student interested in working on an SAU 100 logo or slogan.

Nicki mentioned a presentation to the Board by the Transition Committee at the end of September or October. This would be a public event.

**FUTURE AGENDA ITEMS:**

Student participation / Input from other members of the community/ Diversification of Transition Team membership

**FUTURE MEETING DATES:**

Monday, September 12, 2016 3:15

Motion to adjourn: Larry Dingee moved, Heidi seconded, unanimous vote. 4:5? p.m

## Management Services Agreement – Discussion Points

### SAU #100 – Cornish and SAU #32 Plainfield

1. Cornish and Plainfield to enter into a Management Services Agreement (MSA) for the co-hire of a Superintendent of Schools, Finance Director, and Special Education Director – all three to compose the Management Team.
2. Through the MSA, the parties intend to work collaboratively to make joint hires of Management Team members with the hope of providing high quality, cost-effective administrative services to each SAU. Neither party is relinquishing its statutorily prescribed obligations and rights to manage, plan, and oversee their respective school districts.
3. Cornish to have the services of the above-referenced administrators as follows:
  - a. Superintendent of Schools: 0.3FTE, minimum one day on-site.
  - b. Finance Director: 0.4FTE, minimum 2 days on-site.
  - c. Special Education Director: up to 0.4FTE. with days on-site to equal FTE hours and/or days.
4. Plainfield to be the “employer of record” of each member of the Management Team, and as such, will be responsible for payroll, benefits, health insurance benefits, FICA, FUTA, and withholding requirements, tax reporting. Plainfield shall handle unemployment and workers’ compensation claims involving members of the Management Team, with consultation with Cornish when applicable.
5. Cornish to reimburse Plainfield for all actual expenses related to the employment of the Management Team members (as delineated in #4) based upon the percentage of FTE noted above.
  - a. There shall be no fee for this service.
  - b. Method and frequency of reimbursement to be determined by parties.
6. The Management Team members will serve at the pleasure and control of each SAU for their respective periods of hire. Each SAU will make all decisions regarding the responsibilities of the respective members of the Management Team. (Strike rest of old ¶ 7).
7. The Management Team will report to each Board. Cornish and Plainfield will utilize the same performance evaluation tools and similar goal-setting processes.
8. Cornish and Plainfield shall create a Joint Review Committee made up of the 2 SAU Boards, which shall be equal in number and vote. The Review Committee shall meet at least 2 times a year during the first week of November and the first week of April (other meetings may be called if necessary and may be initiated by either SAU Board) for the following purposes:
  - a. Oversight of employment of Management Team members
  - b. Hiring Management Team members
  - c. Performance review of the Superintendent
    - i. Superintendent will report to the Joint Review Committee for the evaluation of the other Management Team members.

- d. Renewal/termination of contracts
  - e. Contract negotiations
  - f. Setting salary and benefits
  - g. Establishing and revising joint management team policies
  - h. Goal-setting for Management Team
9. Upon one year's notice given by January 1 (after the first year and a half of the initial MSA), an SAU may choose to not re-hire a member of the Management Team. If one SAU wishes to retain the services of that Member, then the terms of the MSA shall not apply to the hire of a replacement by the other SAU. The retaining district shall be responsible for the Management Team Member's salary and related expenses based on its pro rata share.
10. Term of the MSA:
- a. Initial term: three years
  - b. Termination of MSA upon one year's advance written notice by July 1 after the first two years of the initial MSA term.
  - c. Automatic one year renewal unless notice given
  - d. The parties may terminate this agreement upon affirmative vote of each SAU.
  - e. The failure of one of the parties to comply with the terms of the MS, which termination shall take place at the end of the fiscal year. Requirement of the parties shall first meet within 60 days of the written notice and make good faith efforts to resolve the issues. Either party may request the involvement of a mediator to be paid for jointly.
11. Access to books and records: Cornish shall have access to the books and records pertaining to the employment of the management Team Members both during the term of this agreement and for the period of time that such records are customarily retained by an employer.
12. Joint Search committee: Cornish and Plainfield shall create a Joint Search Committee made up of members of the two SAU Boards, community members and staff of each district which shall be equal in number and vote.
- a. Purpose: To search for, interview, and make recommendation to the Cornish and Plainfield Board regarding the hire of Management Team Members. Committees will meet as needed upon a vacancy of a Management Team Member.
13. Address any legal issues in establishing an MSA between two SAUs.