

SAU #21 Operations Committee Meeting
Wednesday, March 23, 2016 at 6:00 PM
SAU #21 Central Office
Conference Room

Board Members (4)

Catherine Antonio, Winnacunnet.
Thomas Von Jess, North Hampton.
Pamela Miller, Hampton Falls.
Kathleen Cronin – Seabrook.
South Hampton

Administration Present: Robert Sullivan, Ed.D;
Superintendent, and Bill Hickey; Business
Administrator.

Absent:

South Hampton Representative and Barbara
Hopkins C.A.G.S.; Assistant Superintendent.

Superintendent Sullivan called the SAU #21 Operations Committee Meeting to order at 6:09 p.m.

SAU #21 Operations Committee – An Operations Committee may be formed to aid in the development of Joint Board Agendas to discuss information to be presented to the individual Boards and then to the Joint Board, and to deal with SAU contracts and benefits for their recommendation to the Joint Board.

SAU #21 Operations Roles and Responsibilities

1. Review and recommend policies to the Joint Board.
2. Work with Joint Board Chairman and Superintendent on agenda preparation.
3. Serve as a communications vehicle to the individual School Boards on SAU-wide issues.
4. Make SAU salary and SAU contract recommendations to the Joint Board.
5. Make SAU Budgetary recommendations to the Joint Board.
6. Make recommendations on SAU #21 school calendar.
7. Develop and implement an evaluation process for the SAU #21 Superintendent.

Joint Board Policy does not specifically outline how the Operations Committee organizes the new Board after the General Elections. The Operations Committee is the sub-committee to the Joint Board.

The 2016-2017 Joint Board Chair who is chosen by the rotation of districts, will be from the Winnacunnet Board.

Superintendent Sullivan called for a motion to nominate the SAU #21 Operations Committee Chairperson.

**SAU #21 Operations Committee Meeting
Wednesday, March 23, 2016 at 6:00 PM
SAU #21 Central Office
Conference Room**

2. Re-Organization of the Board

Motion: Thomas Von Jess moved to nominate Pamela Miller as Chair for the SAU #21 Operations Committee. Second: Kathleen Cronin. Motion passed 4-0-0.

Motion: Thomas Von Jess moved to nominate Kathleen Cronin as Vice-Chair for the SAU #21 Operations Committee. Second: Catherine Antonio. Motion passed 4-0-0.

Motion: Thomas Von Jess moved to nominate Catherine Antonio as Board Secretary for the SAU #21 Operations Committee. Second: Kathleen Cronin. Motion passed 4-0-0.

Position (Elected)

Board Chair: Pamela Miller

Board Vice-Chair: Kathleen Cronin

Secretary: Catherine Antonio

3. 3-Year Appointment of SAU Treasurer – Gay Brown

The Board agreed to move forward with presenting the Administration recommendation of Gay Brown to serve as the SAU #21 Treasurer for an additional 3-year period from May 2016-May 2019 to the Joint Board.

Ms. Brown has served in this capacity since 2005.

4. Annual Review of Investment Policy

The Board agreed to move forward with presenting the annual review of Investment Policy 1 to the Joint Board.

5. Approval of Minutes

- May 5, 2015 meeting minutes as written.
- September 22, 2015 meeting minutes as written.

The original OC members present for the May 5, 2015 and September 22, 2015 meeting minutes were not present to approve the minutes.

Superintendent Sullivan agreed to contact legal counsel for information on the proper procedures, and if a meeting would need to be posted for the OC members who were present at the meetings, to attend and approve the minutes.

The Board agreed to post an OC meeting to sit and approve the minutes before the Joint Board on April 12, 2016 after Superintendent Sullivan consults legal counsel.

SAU #21 Operations Committee Meeting
Wednesday, March 23, 2016 at 6:00 PM
SAU #21 Central Office
Conference Room

6. Finance Report

Bill Hickey provided the year to date expense report for the SAU #21 office. Discussion: Professional Development – Read to me programs and Keepers Program, Labor Relations – SEA Budget, and In-service training - Munis training. A revenue report will be updated again for the Joint Board and presented at the April 12, 2016 meeting.

E9-1-1 Test Calls

- ✚ State of NH is currently conducting tests for 911.
- ✚ When a call is made from any of the four buildings at Winnacunnet and SAU21, they need to know where the call is coming from within the campus.
- ✚ This may have a budgetary impact.
- ✚ We will also meet with the sending schools for both elementary and middle school, as the responders need to know where to respond within the school campus.
- ✚ We will be working with Comcast and the service providers, and there is no timeline at this time, knowing that school budgets have already been set for next year.
- ✚ We will evaluate what we can determine in regards to our budget.

7. Timeline for Superintendent’s Evaluation

Superintendent Sullivan presented and discussed the timeline for the Superintendent’s Evaluation Process:

“April 1, 2016 an evaluation instrument will be sent to all Joint Board members. The Board members will first evaluate the Superintendent independently using the written form that was used in the past.

Written comments are an important component of the evaluation instrument and are strongly encouraged.

April 22, 2016 Individual Boards will complete one (1) evaluation document and submit to the Joint Board Chair.

May 3, 2016 at 6:00 – Operations Committee Meeting

The Joint Board Chair, in conjunction with the Operations Committee, will compile a single final evaluation document from those submitted. The Joint Board Chair shall present the final evaluation to the Superintendent.

May 25, 2015 at 7:00 – Joint Board Meeting

The composite evaluation will be discussed by the full Board with the Superintendent at the May 25, 2015 meeting. A copy of the Superintendent’s evaluation document will be placed in his/her file.”

SAU #21 Operations Committee Meeting
Wednesday, March 23, 2016 at 6:00 PM
SAU #21 Central Office
Conference Room

The Joint Board Chair would gather and compile the information from Board members, and then present and discuss the information with Superintendent Sullivan.

Modifications from the previous Superintendent Evaluation were mainly the timeline.

The Board agreed to move forward the use of the Superintendents Evaluation Process, Superintendent Evaluation Compilation and Summary Appraisal Report, and Superintendent Evaluation Compilation and Compiled Summary Appraisal Report for the 2016-2017 year to the Joint Board.

Discussion:

- ✚ The Superintendent Evaluation process is what we are talking about and not a reflection on Superintendent Sullivan.
- ✚ Bottom up formal or informal feedback. The Administration that you are supporting may be able to give you some important information.
- ✚ More specifics may be needed on how to fill out the Superintendent Evaluation Compilation and Summary Appraisal Report, and the Superintendent Evaluation Compilation and Compiled Summary Appraisal Report. Some Board members do not always know the answers. Looking for Board consistency from each district when filling out the forms.

Increasing the Use of Social Media –Goal

- ✚ Can put metrics together to measure social media.
- ✚ Increase social media from X to Y. What are we looking to do and why are we increasing social media.

8. SEA Contract Update

John Croteau; President of the Seacoast Education Association has visited each of the Seabrook, North Hampton and Winnacunnet Districts. He will also visit the Hampton Falls, and South Hampton Districts. He presented two letters dated March 10 and March 15, 2016, which outlines the concerns of the SEA.

Kevin Fleming and John Croteau have expressed concern about health insurance benefits. The Comp 1000 insurance plan was not negotiated because it had been eliminated by Health Trust.

- A \$1,250 incentive was offered to SEA members to switch to another plan.
- Attorney Michael S. Elwell is a member of Soule, Leslie, Kidder, Sayward & Loughman PLLC and who represents the SAU 21.

SAU #21 Operations Committee Meeting
Wednesday, March 23, 2016 at 6:00 PM
SAU #21 Central Office
Conference Room

- Attorney Elwell sent a letter to Health Trust explaining the SAU #21 situation of the contract not passing, and to request consideration from them to reinstate the Comp 1000 insurance plan.
- RSA's are referenced within the letters. There was concern about voter confusion and elements of what a school board can decide.

Attorney Elwell has agreed to attend the Joint Board meeting on April 12, 2016 at 6:30 p.m. for questions and discussion:

- ✚ Has agreed to describe how or what decisions can be made, what are the political implications of these decisions, going to court to spend money, time and effort if they have a revote.

Superintendent Sullivan provided background for the SAU 21 contract structure:

- ✚ SAU #21 is unique in NH. There are no other grouping of contracts in NH like the SAU #21. Every district has to vote in favor to pass the ballot, every district has to approve their own, and the total amount of the Winnacunnet ballot as well. This goes back to 1976. The Charter was structured and organized this way.
- ✚ The Charter and structure had been contested once and the court found in favor of the original Charter and said that this is the way it is.
- ✚ One way to change the Charter may be to petition the State Legislatures, then there has to be a partnership with the union. The union may not be in favor of negotiating with individual districts. There may be reluctance on the part of the union to have individual district contracts.

Discussion:

- ✚ The voter declined the SEA contract. Is this a statement being made by voters?
- ✚ There is a strong possibility that if there was a special election, then we would get a negative vote. There is a risk that all contracts could be voted down. If we voted on just the Winnacunnet ballot, that can still be voted down.
- ✚ We are not budgeted for step increases for the next two years. *We can bring the costs forward if the Board decides.*
- ✚ District Budget Committee discussions would be needed.
- ✚ The 2015-2016 contract ends June 30, 2016.
- ✚ What are the future implications with the voters? Budgets?
- ✚ We can hold the contracts for a little while. Everyone who had been nominated will have a job next year.
- ✚ Are we obligated to offer a similar indemnity program? These programs are just not being offered.

**SAU #21 Operations Committee Meeting
Wednesday, March 23, 2016 at 6:00 PM
SAU #21 Central Office
Conference Room**

- ✚ The insurance plans offered are plan specific and the copy of the contract shows the plan specific. The Union can work with the NEA to tackle the insurance problem.
- ✚ We would need guidance from Attorney Elwell. This process would take many months anyway. Do the Boards want to spend money? What would be the implications to the step? What happens later on with future contracts?

The Board agreed to change the Joint Board meeting time from 7:00 p.m.to 6:30 p.m., based upon the availability of Attorney Michael S. Elwell.

9. Questions and Comments from Those in Attendance - None.

10. Other Business – None.

11. Future Meeting

a. Joint Board Meeting is scheduled for Tuesday, April 12, 2016 at 6:30 p.m.

Motion: Catherine Antonio moved to adjourn the meeting at 7:18 p.m. Second: Kathleen Cronin. Motion passed 4-0-0.

Respectfully submitted,

Maureen Hastings

Recording Secretary

(Approved May 3, 2016)

Attachments: (2) March 5, 2016 and March 10, 2016 letter from John Croteau; President of the Seacoast Education Association.



Seacoast Education Association

March 10, 2016

Dr. Robert Sullivan
Superintendent SAU 21
2 Alumni Ave.
Hampton, NH 03842

Dear Dr Sullivan,

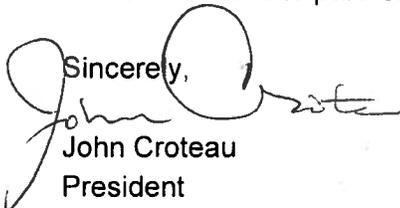
I write to you in regard to the health insurance benefit coverage for the employees of SAU 21.

As you know, the proposed collective bargaining contract failed at the polls on March 8, 2016. Given that fact, the current collective bargaining contract stands in place until a new agreement is ratified and approved by the voters. SAU 21 is therefore obligated to provide the 51 employees currently on Comp 1000 continued coverage until another collective bargaining agreement is enacted, which would occur at the earliest on July 1, 2017. There is legal precedence via the Appeal of the Alton School District decision (140 N.H. 303, Supreme Court of New Hampshire) to support this assertion.

However, last summer, the HealthTrust Board of Directors voted to discontinue all traditional indemnity plans, effective July 1, 2016 for July renewal groups, of which SAU 21 is one. This decision by HealthTrust has put us in a difficult position; SAU 21 and the school boards are contractually obligated to offer a health insurance coverage for our employees that will no longer be offered by our pooled risk management program.

It is my belief that submitting a request for a grandfathering process for continued coverage for these 51 employees to HealthTrust's Board of Directors will be the most constructive way to proceed. I believe that our most productive position will be to petition with a unified front from the SAU 21 administration, members of the school boards, and the Seacoast Education Association. HealthTrust offered a similar grandfathering process for employees of other districts whose pharmacy benefit plan was changed in conflict with an existing collective bargaining agreement; in that instance, HealthTrust agreed to continue that pharmacy benefit until a new collective bargaining agreement is reached. I believe that we have precedent to ask for a similar provision for medical coverage.

We look forward to partnering with you in this endeavor.

Sincerely,

John Croteau
President
Seacoast Education Association

RECEIVED

MAR 11 2016

SAU 21



Seacoast Education Association

March 15, 2016

Dr. Robert Sullivan
Superintendent SAU 21
2 Alumni Ave.
Hampton, NH 03842

Dear Dr Sullivan,

In light of how the public voted on the tentative bargaining agreement between SAU 21 and Seacoast Education Association (SEA), SEA feels there is strong evidence of voter confusion. The Seacoast Education Association feels this voter confusion satisfies the grounds for a re-vote under RSA 31:5 and RSA 197:3 or a disqualification of the WHS ballot article 2.

Voters in five towns voted in favor of the SAU 21 contract on their town school ballot. Many of the same voters voted it down on the Winnacunnet Ballot (Hampton Falls was the exception). As you know the contract must pass on each school district ballot and the Winnacunnet ballot. For the Winnacunnet ballot, the sum of all votes taken from all towns must get a simple majority and it did not. If the sum of all the votes in all towns were taken together then the contract passes easily but we know this is not how it works. The WHS contract article failed by less than 200 out of over 6000 votes. It's clear the balloting process confused too many voters. When it failed on the Winnacunnet ballot, it failed in all SAU 21 schools. We have evidence that the voters did not understand this. Each district's town ballot advertised the support on each of the ballots. The only common denominator for the failure is that the Winnacunnet Budget Committee, in a tie vote, voted NOT to recommend the contract article. I, along with many other teachers and community members are sure that this just compounded voter confusion. Voters must have thought that they were voting on a different contract all together.

SEA wishes to discuss this issue in more depth and provide the SAU 21 with testimony from voters who were unaware that the contracts on two different ballots must both pass in order for all teachers to receive a new contract. A particular news article in the local paper identified the possibility of voter confusion (see accompanying article: *SAU 21 Teacher's contract fails, ballot confusion cited as possible cause.*) We are currently working on identifying a number of those voters that are willing to make a statement to that effect. A request for a re-vote under RSA 31:5 and RSA 197:3 must come from the District to the Superior Court. SEA is interested in helping the district develop the case for a revote or disqualification of WHS ballot article 2. SEA will utilize NEANH resources to partner with SAU 21 in this effort.

RECEIVED

MAR 16 2016

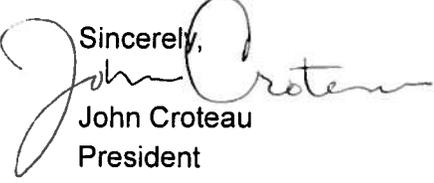
SAU 21

NEA  NH

In the mean-time, the issue of dealing with a 'status quo' contract still exists. It would be prudent at this time to address this issue concurrently with the re-vote/disqualification initiative. When the contract did not pass in the two years of 2010 and 2011, step increases were not honored and many teachers were kept on the same step for two years. Many young teachers will now be three steps behind on the promised salary schedule. While we know that no law exists that requires a district to honor steps on a status quo contract, we know that it is allowed to be done as it has been done in the past. SEA wishes to ask each district to honestly study and consider honoring years of experience steps.

On another issue that is a consequence of having the contract fail. All health insurance obligations to the teachers remain in place. All the school districts in SAU 21 are obligated to provide the employees continued coverage on COMP 1000 that includes 93% of it's premium costs. The details of this issue are outlined in an additional letter to SAU 21.

We look forward to discussing these important issues with you soon as we feel time is of the essence.

Sincerely,

John Croteau
President
Seacoast Education Association