

1 SAU #39 Reconfiguration Sub-Committee

2 Thursday, April 11th, 2019

3 Meeting Minutes- Not Approved

4 Attendees:

5 Adam Steel- Superintendent, Meg Beauchamp- Director of Student Services, Sarah Lawrence-
6 Chair/MVVS Board Member, Laura Taylor- SCSB Member, John Glover- ASB Board Member,
7 Ellen Grudzien- ASB Member, and Stephen O'Keefe- MVSB Member.

8 Meeting Minutes: Danae Marotta

9 Public: Dean Eggert, Esq. Wadleigh, Starr and Peters, Manchester, NH, and Kelly Schmidt,
10 Amherst NH.

11 I. Call to Order

12 **Chair, Ms. Sarah Lawrence, called the meeting to order at 4:00PM.**

13 Superintendent, Mr. Adam Steel, introduced Mr. Dean Eggert Esq. from Wadleigh, Starr and
14 Peters, PLLC. Manchester, NH.

15 Mr. Eggert then handed out a Memorandum for the Committee. They followed the Committee's
16 format in looking at the areas of Collective Bargaining Issues, Draft Warrant Articles, Revisions
17 to the Articles of Agreement and other additional items.

18 The first major issue area is the impact on Collective Bargaining. They are aware of the fact that
19 the Cooperative right now is not unionized. Amherst has two unions and there might be a
20 concern by union employees that they will be managed by a Cooperative. To be transparent, he
21 then suggested informing the union early on regarding Impact Bargaining. There would have to
22 be a process where teachers would then choose at the cooperative level if they wanted a
23 collective bargaining unit. That is a process, and one thing to consider, is if you certify a vote,
24 how might that vote go. He then suggested that they be transparent, and leave enough time for
25 discourse in regards to Impact Bargaining.

26 Mr. O'Keefe noted that the MVVS has 6th grade, as such, two teachers would also be included.

27 Mr. Glover noted that it is a typo on page 1.

28 Mr. Eggert thanked them for pointing that out and then they have two that share that impact. He
29 then discussed that the law gives a clear process to follow.

30 Mr. Steel commented that as far as he knows, the Souhegan Cooperative has never tried to
31 certify a vote.

32 Ms. Taylor added that they have an agreement in that they are like a union.

33 Mr. Eggert commented, yes, they have an understanding to their employment. That is the most
34 important topic he wanted to cover.

- 35 Mr. Glover asked about anti-labor law practices.
- 36 Mr. Steel replied the agreement that is negotiated results in changes in school board policy only.
37 There are clear similarities but legally it is not a collective bargaining unit. It is very unique.
- 38 Ms. Grudzien asked who does the discussions.
- 39 Mr. Steel replied that two school board members, including himself. There are 9 or 11 voting
40 members and majority rules. It is then ratified by the entire body staff including support staff,
41 and approved by the school board and then put as a warrant article.
- 42 Mr. Eggert added that for whatever reason they decided not to be certified. If there were to be a
43 certified unit no one else can come in and begin to bargain.
- 44 Ms. Taylor asked about the contracts.
- 45 Mr. Eggert replied that nothing would happen to the contracts themselves. With any of these
46 options you are going to have members of your existing union affected by this decision. You
47 would notify the union of your plan and engage in an impact discussion. You would have your
48 vote to engage in the reconfiguration/reorganization, then if passed, it would be timely notices of
49 a reduction in force for that district. They would still both have their collective bargaining
50 agreements. The ASD would no longer be in the business of operating a middle school, it would
51 then be the Souhegan Cooperative Middle School. This is where you have the impact discussions
52 with different continuums. The real impact bargaining would be over the conditions at the new
53 school.
- 54 Mr. O'Keefe added that they also have two teachers and there may not be an automatic spot for
55 them.
- 56 Mr. Eggert replied that there will be discussions and it is too premature to figure that out right
57 now.
- 58 Ms. Taylor added that this can be extremely expensive for Amherst if/when the agreements when
59 they both combine.
- 60 Mr. Eggert replied that there would be new negotiations, and now bargaining as a whole. It is an
61 open proposition and the first discourse would set the tone.
- 62 Mr. Steel asked how did it work in Exeter with the Exeter Cooperative.
- 63 Mr. Eggert replied that they did not handle it and the good news are the conditions of
64 employment. You do not intend to downgrade and the monetary terms even the model makes
65 sense, it would be some discourse.
- 66 Ms. Grudzien asked to be clear, the vote goes to the town to be approved, and the Amherst
67 Middle School teacher contract is voided.
- 68 Mr. Eggert replied, yes, you reduce them in force entirely.

69 Ms. Grudzien asked in terms of employees and staff for voting members, do they have a higher
70 number at either school.

71 Mr. Steel replied that the high school has more.

72 Mr. O’Keefe asked about this previously and he was very clear about the bargaining agreements,

73 Mr. Eggert replied, they will still have bargaining agreements in Amherst and Mont Vernon
74 because they will still have union members. The model that you are looking at right now, you are
75 no longer going to operate a middle school so you would engage in a reduction in force.

76 Mr. O’Keefe noted that he brought that up and he was told that he was wrong because of the
77 Exeter case law.

78 Mr. Eggert replied that they have looked at that and you are not getting rid of a union, just a
79 reduction in force. He then noted that it was closing down that union in entirety.

80 Mr. Glover remarked about long term benefits at the time of the RIF.

81 Mr. Eggert replied that with impact bargaining, there might be some satisfaction of those
82 benefits.

83 Mr. Glover then suggested to compile a comparison list of what all three districts staff and
84 support staff value.

85 Ms. Lawrence noted that she has added that as an action item.

86 Mr. Eggert suggested they evaluate a RIF and if there are any automatic payouts.

87 Mr. O’Keefe asked about payouts.

88 Mr. Steel remarked that it also goes by seniority although there are laws.

89 Ms. Lawrence added that they also run the risk of people not wanting to come back.

90 Mr. O’Keefe commented they do not want to be on the losing end of that proposition, where the
91 liability for the RIF is passed to a second community.

92 Mr. Eggert replied that it would be proportional and they will have to run some proforma on
93 what the finances look like.

94 With the implementation mode, Ms. Kathleen Peahl, Managing Partner of Wadleigh, Starr and
95 Peters, handles the negotiations.

96 Ms. Taylor mentioned that the AMS teachers are very committed to their union. She does not see
97 them giving up their union.

98 Ms. Grudzien added that it does come down to a vote.

99 Mr. Eggert noted that they have to balance a number of competing concerns and he agrees that it
100 is sensitive.

101 Mr. Eggert added that the next area is the anticipated warrant articles on page 3. He further
102 discussed the pros and cons regarding leases in regards to MV. You can go up to 20 years to own
103 a piece of the middle school, particularly, if they are going to propose capital improvements. It
104 is essentially a lending arrangement.

105 Mr. O'Keefe asked how do they get buy-in to a building that is 40 to 45 years old and didn't get
106 enough upkeep along the way.

107 Mr. Eggert replied that there is a statutory process that will value AMS. The DRA (Department
108 of Revenue Administration), the DOE (Department of Education) and a third party company all
109 get together and walk through the school. On the other hand, if you have an expensive school it
110 may not make sense for a small district to join into a cooperative even over 20-year schedule. It
111 would be too expensive.

112 The second part, it's proportional, it is based on your equalized valuation. It would be wise to go
113 into the discussion making sure that no one gets a wind fall or a severe outflow. In this case, you
114 are going to want to roll out some capital proposals. For Amherst you will want to market the
115 fact that you have another participant for improving the middle school and for Mont Vernon will
116 get more middle school for less money.

117 One other decision, is do we go with the same lease model as they have done with the high
118 school. All equipment, fixtures etc. is conveyed to the cooperative. There is no reason why the
119 ASD would want to pay to maintain equipment. In essence, the SCSD would be leasing the land
120 for the remainder of the term and would be assuming responsibility for the capital improvements
121 and maintenance. If anybody pulled out, it would be an allocation of capital debt, going back to
122 the people that pulled out, the same as going in.

123 Right now, their articles are silent about the way they acquire property. He then suggested
124 working out the details for the schedule for Mont Vernon's capital participation.

125 He also suggested that they look at the apportionment of One-person One-vote representation
126 adding that populations have changed.

127 He explained that they have done mergers and withdrawals, but to expand grades in the model
128 that they are looking at, maybe it has happened once or twice.

129 Mr. Glover commented, for the record, that there are two grades that they are tuitioning in and
130 that would go away.

131 Mr. O'Keefe added that the community will not support an exorbitant amount of money and that
132 is a tough sell. He then suggested that they get to a finite number.

133 Mr. Eggert added that they would need to look at projecting proformas. He then gave the
134 example of the Pembroke Elementary School. He added that they are committed to maintaining a
135 going middle school. Some of the things will be open questions and some you can run proformas
136 on. You might want to do some preliminary due diligence. The DRA and the DOE and the third
137 party does charge the cooperative for the appraisal. The early dialogue would give them some
138 idea of value.

- 139 Mr. Glover asked about the buy in and structure.
- 140 Ms. Grudzien asked if this is in lieu of the tuition.
- 141 Mr. Eggert replied, yes.
- 142 Mr. Glover asked about the capital facilities audit report, in terms of future maintenance.
- 143 Mr. Eggert replied, that would become a part of the cooperative's capital planning.
- 144 Ms. Taylor asked about things that are grandfathered in are they going to be forced to do
145 upgrades.
- 146 Mr. Eggert replied, probably not. If there was anything that was related to life, health or safety,
147 Superintendent Steel would be recommending that to be fixed within a year anyways.
- 148 Mr. Steel replied, that they have taken care of the lead at AMS.
- 149 Mr. Eggert noted that they will have to check to see if they got any State Building Aid that came
150 with a waiver with a condition. They have not run a title search on the Amherst land, to look at
151 Rights of Reverter. You do want to double check for any reversionary clauses.
- 152 He added that you would have in your files a waiver that was granted and that would be his
153 position.
- 154 Mr. Steel noted that new buildings require significant fresh air and acoustic separation.
- 155 Mr. Eggert added that this is a very interesting approach.
- 156 Mr. Glover noted that he has not read through this document and asked about bringing MV 5th
157 graders in a future move.
- 158 Mr. Eggert replied, absolutely, they can pave the way for as much latitude as you would like.
- 159 Mr. O'Keefe asked then it would also allow for MV 5th graders to come back.
- 160 Mr. Eggert replied, yes, as such they would have to think about the proportionality on their
161 budget contribution.
- 162 Mr. O'Keefe asked about the three things being either a proponent or obstacle, collective
163 bargaining and cost to each community, building acquisition and the cost and last, the smaller
164 details, desks, supplies, etc. He then asked if there was a way that they can model that and bring
165 it back to the SAU Board.
- 166 Ms. Grudzien added that collective bargaining will be the biggest variable. The impact
167 bargaining will be helpful.
- 168 Mr. O'Keefe added that the last time, no one had any answer for those questions.
- 169 Mr. Steel commented on the Amherst CBA.
- 170 Mr. Glover remarked that the model they would want is to look at both cases.

171 Ms. Lawrence added that she is putting that as an action item.

172 Ms. Steel added that SAU #39 Business Administrator, Ms. Michele Croteau, (starting July 1st)
173 would do exceptionally well with that type of project. He then mentioned that he knows a couple
174 of recently retired BA's and MRI might be more expensive.

175 He noted that their next meetings are scheduled for May 2nd 4PM and May 13th 4PM at
176 Souhegan.

177 Ms. Lawrence remarked that she will update the Trello Board with these action items.

178 Ms. Kelly Schmidt, Amherst NH, asked if this memo was meant for the public.

179 Mr. Eggert replied that it is the Committee's decision and was written for the Committee.

180 Ms. Grudzien added as word starts to get out and meetings are public.

181 Mr. Steel added that they have met all the requirements of a public meeting and can meet in a
182 non-meeting.

183 Mr. Glover added that there are 3 factual errors in this document.

184 Mr. Eggert commented that they can view this memo as informational.

185 Ms. Landwehrle suggested that they use this for a working draft and they are transparent.

186 Mr. O'Keefe suggested that they don't post this document online until after corrections are made.

187 Mr. Eggert added that he will give them a corrected version for the next meeting.

188 The Committee thanked Mr. Eggert.

189 II. Meeting Adjourned

190 **Ms. Sarah Lawrence adjourned the meeting at 5:30PM.**

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