

SPECIAL BOARD OF EDUCATION MEETING
NEW HAVEN COMMUNITY SCHOOLS
July 17, 2017

Board Members Present: Mrs. Walker Mrs. Bonkowski late with notice - 5:09 p.m. Mrs. Patton
 Mrs. Simon Mr. Osterholm late with notice arrived at 5:19 pm Mrs. France (late with Notice 5:24
p.m.) Mr. Packer

Board Members Absent: Mrs. Walker Mrs. Bonkowski Mrs. Patton Mrs. Simon Mr.
Osterholm Mrs. France Mr. Packer
(With Notice)

Administration Present: Robinson Timmerman McCabe Barr Lenhardt Guinn Kincaid
 Dobbs

Legal Counsel Present: Burgess Schindler

Guests: 0

Call to Order: President Mrs. Walker called the meeting to order at 5:06 p.m. in the board room at the
Administration Building.

Pledge of Allegiance: The Board said the Pledge of Allegiance.

Roll Call: Present: Mrs. Walker Mrs. Bonkowski Mrs. Patton Mrs. Simon Mr.
Osterholm Mrs. France Mr. Packer

Late with Notice: Mrs. Bonkowski 5:09 p.m., Mr. Osterholm – 5:19 p.m., Mrs. France 5:24 p.m.

(with notice) Absent: Mrs. Walker Mrs. Bonkowski Mrs. Patton Mrs. Simon Mr.
Osterholm Mrs. France Mr. Packer

Acceptance of Agenda: Motion by Mrs. Simon, Second by Mr. Packer to accept the Agenda
Motion Carried: Unanimous

Public Participation: None.

Communications: None at this time.

Report of the Superintendent for Information:

1) Item #6, Information discussion on Superintendent's contract (with legal counsel).

The board has had previous discussion on the Superintendent's contract in previous board meetings.
The board has asked Mr. Schindler to provide an updated draft after these discussions and be present
for this special meeting so the board is able to ask questions to legal counsel.

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The board was given a copy of Richmond, L'Anse Creuse, and New Haven's Superintendent's Contract. Mrs. Walker asked other board members what their opinions on what need to be changed or left the same in the draft copy of Todd Robinson's contract.

Questions: Sue Simon – Why are we using unused vacation days to go to sick days if they are not getting paid for sick days anyways. Mrs. Walker – because then they can go towards the 90 days for short term disability. Schindler – Unused vacation time will become accrued sick time of what is not used up to 90 days. Mrs. Simon commented that she liked the way Richmond's contract reads, where you start with the 90 days up front so you are able to get paid in case of disability. Mr. Robinson spoke on clarifying the sick bank and the short term disability. Mr. Packer: Asked the question on using the days and then how does the time get re-accumulated to get back to the 90 days. Mrs. Walker: One option would be to start him with the 90 days and as he used the days he would just need to refill it. Mrs. Patton asked what happens if he does not use them, would he be able to cash them out? Mr. Schindler addressed the board at this point with how several other districts address these items.

Mrs. Walker: So on the vacation days for the most part I am seeing about the same...25 days. Mr. Schindler said that the lowest he saw was 15 days, 25 seems to be the most common. Mrs. Walker: I was focused more on sick days when I was researching. So on the payout on vacation day are most paying out? Mr. Schindler: It is hard to say most many of the contracts vary. Mrs. Walker: So we have three choices rollover, payout or use or lose. Mr. Schindler: Said yes, and then you would need to determine the payout. Mrs. Patton's opinion is that you should only get paid so much of the vacation and then you would lose them, at it should be at the end of the year. So when a person leaves the district we are not paying a large sum.

In addition to the information previously given, Mr. Robinson wanted to address the board members to clarify the edits that have been done to the contract since it was last presented to the board prior to him leaving the discussion portion of this meeting.

Mr. Robinson said as far as the entire contract goes there was three sections after we met last that went back to Mr. Schindler for editing. 1) #7- Vacation, 2) #8-Sick Leave, 3) #21- Mid-Term Termination of Contract, and 4) renumbering.

Mr. Robinson informed the board that after going back and checking on LTD he actually did not have an LTD Policy for the last two years, so that will get corrected. Superintendent Robinson explained to the board, that the LTD policy for anyone in the district that is entitled to it is at 90 days. So capping at higher than 90 days does not make sense. The previous contract banked sick days up to 220 days that led to large payouts to previous Superintendents. In the current edit it takes away any payment at that time. The main thing Mr. Robinson would like the board to know is that coming out of the first contract, he has 57 days banked and there is dollar amount attached to those days because it was paid at half per diem.

Mrs. Walker: "57 days were accumulated in the last two years for unused vacation time and sick days, you did not take any vacation in that time frame?"

Mr. Robinson – I have not used sick time in the first two years and took some but not all of my vacation time. This was especially in the first year of the contract as I was just starting and needed to be on the job.

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Mrs. Walker: How are those tracked? Does Bob track these? Mr. Robinson, yes Bob tracks these days.

Mrs. Walker: What is your preference do you want payout for vacation days on an annual basis. Mr. Robinson said this would be fine if the board does not want to consider sick time payout.

Mr. Robinson – I would like to be on record “There are 57 days banked and I do not think those days should go away, and there is a monetary amount at the base salary in the original contract that could easily be calculated.”

Mrs. Walker: To be clear the 57 days you want to be able to roll them into your 90 day short term disability?

Mr. Robinson, well they are already there.

3. Mid term termination – Mr. Robinson has no issue with it. Especially so the board has some protection.

Mrs. Walker: The contract that was previous to this one would allow the 57 days to stay and that portion will be honored at half the per diem. These days will be protected.

Mr. Robinson left the room at 5:35 pm.

Mrs. Walker: Unless someone disagrees the 57 days should be honored. All board members agree. Mr. Schindler explained that the contract is expired so it would not automatically carry over to the new contract. A disclaimer would need to be done to go along with the new contract to protect those days.

Mr. Schindler explained an Agreement/Addendum would need to be done since his previous contract is expired.

Mr. Packer and Mrs. Bonkowski: Gave their opinion that if the person does not use the vacation days do not allow them to roll into sick time, but the vacation time should be paid out. Mrs. Patton do you want the full amount of the vacation time being paid out, Mrs. Bonkowski feels that we need to pay out each year because of affecting next year budget.

Mrs. Walker: There are two things playing that we have to decide 1) are we going to start him with 90 days and or are we going to have him accumulate his own up to 90 days 2) If he is going to accumulate his own then maybe he can have a choice you either take them in cash or you can roll them over to sick bank.

Mr. Osterholm: If he is not using sick or vacation, he is here working for us. I don't feel you can just take those days away.

Mrs. Patton: Commented on Andrew's remark that you are not you will be paying him out. Mrs. Patton: We spoke of starting out with 90 sick days and it would be up to us on how we want to do the payout of unused vacation or sick time.

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Mrs. Walker: I do not believe that sick time should not have a cash value. Mrs. Bonkowski agrees with this.

Mr. Osterholm asked Mrs. Walker was she is proposing at this point. Mrs. Walker response is that it is her opinion we do reward him for his unused vacation time. Every year he will need to cash this time out at whatever rate we choose. As to sick time I was not even thinking of giving him 90 days but I am not opposed to giving him 90 days sick time per the length of the contract and each year he can build his reserve back up if he had to use it by putting the unused vacation in it. The maximum that can be banked is 90 days. Another part is whether we would give the 12 sick days per year still.

Mr. Schindler said you could always cap the days at 10.

Mrs. Walker would like to have the cap at 10 days (can either go to sick or paid out) so the person will use their 15 vacation days that they deserve. The remainder would need to be paid out at the end of the year

Mr. Osterholm questions why we need to label the days at all. Mr. Schindler: A day is a day, but it all depends on how everything is structured and rollovers, etc. Board discussed this item including the FMLA and use of sick time that would be allowable. The board was concerned with calling the days PTO because what if the person chose just to take 30 days off straight sick or not.

Mr. Schindler commented that on FMLA and how it is structured where the employee would needs to use their sick time, vacation and personal time prior to going on unpaid leave.

This discussion will continue in the Regular Board Meeting which is directly after this meeting in order to be able to vote on Superintendent's contract during the regular meeting as scheduled.

Adjournment: Motion by Mrs. Simon, second by Mrs. Patton, to adjourn the meeting at 6:02 p.m.

Respectfully submitted

A handwritten signature in cursive script that reads "Regina Patton". The signature is written in black ink on a white background.

Regina Mrs. Patton, Secretary
New Haven Board of Education