

MAROA-FOSYTH CUSD #2
REGULAR SCHOOL BOARD MEETING

February 12, 2018

7 p.m.

HIGH SCHOOL LIBRARY

Minutes

Present – Matt, Brandi, James, Dr. A, Chad, Kristi, Brad (Lindsey absent)

Presentations – none

Learning and Discussion – discussed school calendar process

Action

7. – James first, Matt second, all yes votes

8. – James first, Brad second, all yes votes

9. – James first, Brandi second, all yes votes

10. – Brad first, James second, all yes votes

11. – Went into closed session (conducted closed session split for personnel, then went back into open session for the votes; then went into second closed session to discuss discipline, other matters after which no action was going to be taken) – Motion to go into closed – Matt first, Brad second, verbal okays; went into closed at 7:26 p.m.

Closed session 1 started at 7:31 p.m. Those present included: Administrators (Brice, Carrie, Kris), Leo, Susan Nicholas (attorney), Dr. A., Matt, Brandi, James, Kristi, Chad, and Brad

Discussed pay for aides. Those whom have previously worked for the regional office will be being brought in at what they were currently making. Discussed how their dates of hire would be determined. These aides will get the same benefits as those employed by MF. The aides work approximately 1,440 hours. District pays 65% of benefits and employees pay 35%. They get 15 sick days and 2 personal days. The difference in pay will be \$4.40-7.53/hour from the current MF-employed aides. Motions to adjourn first closed session – Matt first, Brad second, all in favor. Motion to adjourn at 7:45 p.m.

12. – James first, Chad second, all yes votes

Went back into closed session at 7:48 p.m. – Matt first, James second, verbal okays

Second closed session began at 7:48 p.m. Those present included: Leo, Susan Nicholas (attorney), Dr. A., Matt, Brandi, James, Kristi, Chad, Brad, and Mark Mester (Mike Williams' representation out of Naperville, Illinois) on the phone

1. Discussed insurance law suit. Obtained information from Mark Mester, guidance from Susan Nicholas, and decided next steps. Topics discussed included the following:
 - a. \$2,500 deductible is required to be paid on any settlement
 - b. It was established that Mark Mester represents Mike Williams, but the insurance company is paying
 - c. This is not a claim against the school district
 - d. This is a claim your district answers in response to claims against Mike Williams
 - e. It is not a lawsuit that is the district's/board's to defend
 - f. IF we don't settle, there will be a lot more spent to complete discovery process (testimony from ~4 staff and ~1-2 administrators) to gather evidence to try the case

- g. He can't guarantee our success
 - h. They have had preliminary discussions; the other side has made a demand, but we haven't made an offer; insurance company encourages settlement (can't pay the deductible to do so without board consent, which is where the board comes in)
 - i. Nothing they've done so far has cost us
 - j. The \$2,500 would be all the district was ever liable for the way the case is currently written
 - k. Any settlement would release the district for the future
 - l. If a settlement is reached, the district would only have to pay \$2,500
 - m. Mark said he thinks it will settle sooner rather than later
 - n. If no settlement is made, the case would probably go to trial next year
 - o. At this time, it was decided to end the call with Mark to consult with Susan privately. Susan will follow-up with him after the board discusses.
 - p. Susan explained the attorney is representing Mike and both he and the insurance company are his clients; he is attorney that has been appointed to Mike by the insurance company
 - q. The board could make it a provision that Mike reimburses the district the \$2,500
 - r. Susan explained the Consent to Settle Provision – if we say no to a settlement and don't win, anything in excess of settlement amount would be owed by the board; those bills will rack up
 - s. Reservation of Rights with a few provisions; none have been triggered yet, but that could still happen
 - t. Susan reviewed the law suit with the Board and more details about it
 - u. How to objectively act on behalf of the board? WE have no control over this litigation. We have to indemnify (up to 34k), but wouldn't have to pay punitive damages
 - v. The board discussed whether there is potential that criminal activity occurred and whether that impacts if the board should settle
 - w. Insurance premiums can go up no matter what the board decides to do
 - x. Susan stated that the Release of Liability that would be part of any settlement will include federal suits, Civil Rights suits, etc.
 - y. Chad wants a written statement; Susan will do that for us
2. Windfarm Law Suit – Kris Kahler joined for this discussion
 - a. They wanted Dr. A to provide testimony about why the wind farm is beneficial to the school district
 - b. Dr. A stated his position is to not involve himself, although he may still get subpoenaed
 - c. They did have a meeting with them; reviewed potential projections of \$80,000-\$150,000 per year potential
 - d. We have community members/teachers on both sides of this issue
 3. TRS
 - a. Documents provided from the district do show 9.4, but the contract supercedes anything distributed; Dr. A just wanted the board to be aware of this document and small clerical error
 - b. Changing their pay would be out of contract
 4. Dr. A was seeking direction at this time regarding recommended improvements 2018 sheet. The board will discuss again in March and April; Board discussed how to communicate the financial situation of the district to the public
 5. Staffing – recommendations from Administrative team
 - a. Only thing Dr. A needs direction for tonight is posting a full-time band position, as it affects scheduling for the upcoming year
 - b. This has been discussed in the past and there is a need; the board supported this posting
 - c. Some positions on the list are needed for liability purposes
 - d. Suggestions were made for a high school counselor, consideration of Family Consumer Sciences, Heartland Tech Academy co-op
 6. Salary Negotiations
 - a. The group to represent will be Kristi, Chad, Kris, Brad, and Dr. A
 - b. They set dates to discuss 2/15, but it is not a negotiation session

- c. They planted a 3% seed
- d. At some point, the board will have to give authorization on how to bargain in good faith
- e. Group reviewed 1% sheet (Leo reviewed it for board members); this sheet may be provided to the other side during negotiations
- f. Some districts are doing away with salary schedules completely
- g. Reviewed Warrensburg-Latham contract and language used in consideration of what we should possibly do in the future
- h. Dr. A working on a comparable analysis with IEA

Motion to adjourn out of closed at 9:45 p.m.; James first, Matt second; verbal okays

Motion to adjourn meeting at 9:46 p.m.; Matt first, James second, verbal okays