

Notice of Meeting
**SCHOOL ADMINISTRATIVE UNIT #43
BOARD MEETING**

SRVRTC – Lou Thompson Room

June 26, 2014

**5:30 P.M.
AGENDA**

- I. Call to Order: E. Owens
- II. Pledge of Allegiance: E. Owens
- III. Action
 - A. Transition Services Contract
- IV. Adjournment

NONPUBLIC SESSION WORKSHEET

SAU #43 Board Meeting
June 26, 2014

Motion By: _____

I move that this Board go into Nonpublic Session to act upon a matter or matters referenced in the following provisions of RSA 91-A:2 I and/or RSA 91-A:3 II (check appropriate provision.)

- 91-A:2 I (a) Strategy or negotiations with respect to collective bargaining;
- 91-A:2 I (b) Consultation with legal counsel;
- 91-A:2 I (d) Circulation of draft documents which, when finalized, are intended only to formalize decisions previously made in a meeting; provided, that nothing in this subparagraph shall be construed to alter or affect the application of any other section of RSA 91-A to such documents to related communications.

- 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.
- 91-A:3 II (b) The hiring of any person as a public employee.
- 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting:
- 91-A:3 II (d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.
- 91-A:3 II (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the public body or any subdivision thereof, or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled.
- 91-A:3 II (i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

Seconded by: _____

Roll Call Vote: (list Board members by name and indicate yes or no vote for each member.)

Minutes/Decisions Reached: (identify decisions by Motion, Second, and vote.)

Motion By: _____

I move that the minutes of this Nonpublic session be sealed, because divulgence of the information likely would adversely affect the reputation of any person other than a member of this board or render the proposed action ineffective, until, in the opinion of a majority of members, the aforesaid circumstances no longer apply.

Second By: _____

Roll Call Vote: (2/3 vote required; list Board members by name, indicate yes or no vote for each member)

Motion By: _____

I move that this Board return to public session.

Second By: _____

Vote: _____

III. Action

A. Transition Services Contract



120 Daniel Webster Highway
Meredith, NH 03253

tel: 603.279.0352 - fax: 603.279.2548
toll free: 866.501.0352

Municipal Resources
www.municipalresources.com

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated July 1, 2014, is to retain professional consulting services for the **Newport School District, SAU #43 (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative Irwin Sussman, Superintendent, and MRI, by its authorized representative, Donald R. Jutton, President.

II. SCOPE OF WORK

MRI will provide a consultant team to support business administration, financial management, and related operational support services necessary to ensure continuity of the business activities of the District during the time that the District is without a permanent, full-time professional Business Administrator. When the District has filled the staff position, MRI consultants will assist with the transition, and provide training and mentoring as determined necessary and appropriate by the Superintendent.

MRI will assign Michael Trojano, an experienced and certified NH School Business Administrator, to serve in the capacity of "Interim Business Administrator" for the period that the SAU is without a staff person serving in that capacity. He will be available on-site for an average of 24 hours per week (approximately 3 days), unless more hours are requested by the Client. In addition to Mr. Trojano, MRI will assign Michael O'Neill, CPA, to support and oversee financial operations, and Wendy Jack, PhD, to support SPED activities as determined necessary by the Superintendent.

III. FEES AND CHARGES

Our services for this project will be provided on a time and expense basis. Fees and charges for MRI services performed will be invoiced monthly. MRI will provide a detailed, itemized description of the services provided and expenses incurred. Payments will be made within thirty (30) days of receipt of the invoice unless otherwise agreed. Invoices not paid within thirty (30) days will accrue interest at the rate of 1.5% per month.

Fees for professional services will be calculated at the appropriate billable hourly rate for personnel assigned, as follows:

Michael Trojano	\$85/hour
Michael O'Neill	\$95/hour
Wendy Jack	\$90/hour

Travel time will be billed at 50% of the normal hourly rate, and will be charged after the first ½ hour of travel to, and the first ½ hour of travel from, the Client's location.

Mileage will be billed at the current IRS per mile travel rate after the initial 30 miles per day.

In the event that the work schedule requires overnight accommodations at the Client's location, the MRI consultant will be reimbursed actual cost of accommodations plus \$35 for meal expense.

IV. MRI PERSONNEL IN CHARGE

Donald R. Jutton, President, will serve as Principal-In-Charge of this engagement, coordinating activities, interfacing directly with the Client, and participating throughout the engagement as required. Michael Trojano will serve as Lead Consultant on this project. Other team members will be assigned and participate upon request of the Client.

Gail H. Schillinger will serve as the Communication Liaison between the Client and MRI to expedite the flow of project information, to record and properly direct Client inquiries regarding the project, and to ensure that problems or issues that may arise during the engagement are addressed and resolved expeditiously. Please feel free to contact Ms. Schillinger regarding any matter related to this project at:

Gail H. Schillinger, Communication Liaison
Municipal Resources, Inc.
120 Daniel Webster Highway
Meredith, NH 03253
(603) 279-0352, x-303
(866) 501-0352, x-303 TOLL FREE
gschillinger@municipalresources.com

Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

Irwin Sussman, Superintendent
Newport School District, SAU 43
9 Depot Street, Suite 2
Newport, NH 03773
(603) 863-3540



V. TERM

This agreement shall remain in force and effect through completion of the assignment or until terminated by the Superintendent, at his sole discretion. Termination will require 24 hours advance notice in writing.

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.


ACCEPTED AND AGREED

NEWPORT SCHOOL DISTRICT, SAU 43

MUNICIPAL RESOURCES, INC.

Irwin Sussman, Superintendent

Date: _____



Donald R. Jutton, President
Date: 6/19/14



ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified individual and MRI will make the change to the extent that MRI has available staff capacity to honor the request.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:



- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

The Client agrees to hold harmless, indemnify, and defend MRI consultants while any or all are acting for and on behalf of the Client as if they were acting in the capacity of full-time permanent employees of the Client, within the limits, restrictions, and subject to the conditions of the Client's insurance coverage.

E. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: _____
Date: _____

Initialed for MRI:  _____
Date: 6/19/14

