

SOUTHERN MAINE REGIONAL SERVICE CENTER

BOARD OF DIRECTORS

MINUTES OF THE MEETING

Tuesday, November 19, 2019

10:00 AM

Location: 6 Skyline Drive, Biddeford Saco, ME

Representatives Present: Philip Potenziano (RSU 21), Jeremy Ray (Dayton & Biddeford), Andrew Dolloff (Yarmouth), Carl Landry (SAD 55), Larry Malone (RSU 57), Matt Nelson (Sanford), Steve Connolly (SAD 35), Dominic DePatsy (Saco)

Staff present: Steve Marquis and Dawn Pooler, Administrative services, RSU 21

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT ITEMS – approval of minutes of the October 21, 2019 meeting
Motion for approval: Jeremy Ray. Second: Steve Connolly. VOTE: 7-0-2

4. NEW BUSINESS

A. Administration

1. Executive Director job description and contract

Motion to approve the job description and contract as amended and attached: Steve Connolly. Second: Jeremy Ray. VOTE: 9-0

2. Advertising and posting of the position

Andrew Dolloff will create advertisement and application form. Ads will be placed as follows, with applications due at 4:00 p.m. on December 21, 2019:

InDeed – Steve Marquis

Serving Schools – Steve Connolly

SchoolSpring – Matt Nelson

SMRSC Website – Dawn Pooler (Jamie Jensen)

3. Interviews/Selection process

Carl Landry, Steve Marquis, and Jeremy Ray will serve as the three-person interview team. Interviews will take place in early January. The goal is to have a permanent Director in place by March 1, if not sooner. The final candidate will be confirmed by a meeting of the full Board.

2. OLD BUSINESS

A. Ideas for Innovation or new services

i. Spirit Series

Motion to approve up to \$12,500 to be expended for contracting with Spirit Series for four districts in the SMRSC, and Brunswick, with two additional slots available, with participating districts responsible for repaying the \$12,500 prior to any revenue being shared from future projects.

Motion: Dominic DePatsy. Second: Steve Connolly VOTE: 4-4-1 (Motion Defeated)

1. PUBLIC COMMENT

1. ADJOURNMENT

NEXT MEETING: Thursday, February 6, 9:00 a.m. – People’s Regional Federal Credit Union, Saco

SOUTHERN MAINE REGIONAL SERVICE CENTER

Executive Director Contract

It is hereby agreed by and between the Board of Directors (hereinafter referred to as “the Board”) of the Southern Main Regional Service Center (SMRSC) and _____ (hereinafter referred to as “the Director”) that the Board does hereby employ the said _____ as Executive Director for a one-year period, commencing *July 1, 2020 and ending June 30, 2021*, under the following terms:

1. **Duties.** The Director shall perform the duties of the Executive Director as prescribed by the laws of Maine and as set forth in Section 10 of the SMRSC Interlocal Agreement and the Job Description adopted by the Board, including any amendments thereto, under the direction of the Board.
2. **Salary.** The Director’s annual base salary shall be **\$25,000** for the period from July 1, 2020 through June 30, 2021, payable in equal installments in accordance with the policies of the SMRSC. In the event that per diem pay must be calculated, it shall be equal to 1/72nd of the annual salary. An additional sum shall be awarded to the Director as a Performance Incentive for creating monetary efficiencies in the acquisition of goods or the delivery of services, or generation of revenue, to the SMRSC and its members. The Performance Incentive shall be
 - a. 10% of the first \$1,000,000 in savings or revenue calculated as
 - i. the difference between the cost of goods or services that would have been paid by each participating district outside of the Center and the cost of goods or services paid through the collaborative purchasing/contracting effort of the Center, and
 - ii. any revenue generated for the Center as a direct result of Director performance, minus expenses,
 - b. 3% of (i) and (ii), above, exceeding \$1,000,000 but less than \$2,000,000.
 - c. Performance incentives for any savings or revenue generated equal to or greater than \$2,000,000 will be determined by a review panel consisting of three (3) members of the Board in conjunction with the Director, within final approval of the full Board, at the time the savings or revenue is generated.
3. **Transportation.** The Board shall reimburse the Director at the State of Maine rate for all pre - approved travel expenses, including meals and lodging, which are incurred in the performance of the Director’s duties. The Director shall provide itemized proof of expenses incurred prior to reimbursement.
4. **Discharge.** Through the term of this contract, the Director shall be subject to discharge in accordance with the laws of Maine. In the event of such discharge, this contract shall terminate and all obligations of the Board to the Director hereunder shall cease.
5. **Other Terminations of Employment.**
 - (a) The Board in its sole discretion may terminate this contract at any time upon thirty (30) days’ written notice to the Director.
 - (b) This contract may be terminated by mutual agreement of the parties at any time or by the Director upon a minimum of 30 days’ prior written notice to the Board.

(c) In the event the Director is unable to perform the duties required hereunder due to disability, the Board may terminate this contract by written notice to the Director whereupon all obligations of the Board to the Director shall cease.

(d) Unless otherwise terminated, this contract shall terminate automatically on June 30, 2021, without the requirement of any action by either party, at which time all obligations of the Board to the Director hereunder shall cease. The parties acknowledge that no cause is required for the Board to permit this contract to terminate automatically by expiration of its term and not to enter into a new contract with the Director.

6. **Extension of Term.** The Board may by specific action extend the term of this contract. Any such extension shall be entered into by the parties as a written amendment to this contract.

7. **Contract Amendments.** This contract contains the entire agreement between the parties and supersedes all prior agreements or representations of any kind. This contract may be amended only by an agreement in writing executed by both parties.

8. **Severability.** Should any provision of this agreement be found to be contrary to law, such provision shall become null and void and shall immediately cease to be in effect, but in such case, the remainder of this agreement shall not be affected, shall remain in effect, and shall be valid and enforceable.

Dated this ____ day of _____, 2020.

By: _____

SMRSC Board of Directors: Andrew Dolloff, Chairperson

Executive Director

SOUTHERN MAINE REGIONAL SERVICE CENTER

Job Description

Position: Executive Director

Reports to: Board of Directors

Duties: The ED shall perform the duties of Executive Director of the Regional Service Center (SMRSC) as defined by law and as set forth in Section 10 of the SMRSC Interlocal Agreement:

- A. Administer the day-to-day operations of the Regional Service Center;
- B. Administer the annual operating budget of the Regional Service Center, including without limitation accounting and auditing requirements related thereto;
- C. Acquire and maintain liability and other insurance adequate to cover the Regional Service Center and its operations;
- D. Track and record all data, submit all reports, comply with all state and federal reporting requirements on behalf of each Member, and otherwise ensure compliance with the terms and conditions of this Agreement, any charitable or governmental grant agreement that may be secured for the benefit of the Regional Service Center, and any other contract entered into by or on behalf of the Regional Service Center;
- E. Adhere to generally accepted accounting principles and annually engage an external auditor to do an independent audit of the Regional Service Center's finances in accordance with 20-A M.R.S. § 3804; and
- F. Perform other functions concerning the management of the Regional Service Center as directed by the Board of Directors.

Other Duties: Beyond those identified in the Interlocal Agreement, section 10, the Executive Director shall:

- A. Propose programming that is beneficial to the educational mission of the Regional Service Center, including professional development, student programming, and purchasing agreements.
- B. Upon approval of the Board, develop and implement programming and purchasing that is beneficial to the SMRSC members.
- C. Negotiate purchasing agreements that result in cost savings to the Members.

Schedule: It is anticipated by the Parties that the Director will spend, on average, 16 hours per week on Executive Director services; however, the day-to-day work schedule of the Director will depend on the demands of the position and may fluctuate during the Term of this Agreement in response to changing circumstances and needs of the Regional Service Center. The Director may determine his/her work hours as needed to meet the demands of the position.