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SPECIAL MEETING OF THE
MONTPELIER-ROXBURY UNIFIED UNION SCHOOL DISTRICT

October 18, 2017
MINUTES

Minutes Approved:

Present

Board: Bridget Asay, Becky Bowen, Michele Braun, Lisa Frost, Steve Hingtgen, Tina, Muncy, Jim Murphy, Peter Sterling, Ryan Zajac

Administration: Superintendent Brian Ricca, Business Manager Grant Geisler

Public: Alissa Barracks, Ben Brownell, Laurie Gossens, Jim Hutton, Jen Matthews, Andrea Proulx, Shelley Quinn, Richard Smith, Nathan Suter, and others

Superintendent Ricca called the meeting to order at 8:17 p.m.

Item 1 – Organize

Superintendent Ricca opened nominations for Board Chair. Mrs. Braun nominated Mr. Murphy for Board Chair, seconded by Mr. Zajac. There were no further nominations and Mr. Murphy was elected unanimously. Mr. Murphy open nominations for Vice Chair. Mrs. Braun nominated Ms. Asay for Vice Chair, seconded by Mr. Hingtgen. There were no further nominations and Ms. Asay was elected unanimously. Mr. Murphy opened nominations for Parliamentarian. Mrs. Braun nominated Mr. Zajac for Parliamentarian, seconded by Ms. Asay. There were no further nominations and Mr. Zajac was elected unanimously.

Item 2 – Name Change

Ms. Asay moved, seconded by Mrs. Braun, to change the name of the new district from Montpelier-Roxbury Unified Union School District to Montpelier-Roxbury Public Schools. Mr. Hingtgen moved to amend the motion to change the name to Montpelier-Roxbury Public School District. Following discussion, and absent a second on Mr. Hingtgen's motion to amend, the original motion carried unanimously.

Item 3 – Power of Attorney

Superintendent Ricca presented the Board with a Power of Attorney authorizing him to sign an Agreement to Participate in the Vermont School Boards Insurance Trust, Inc. Multi-Line Intermunicipal School Program (copy attached). Mr. Zajac moved, seconded by Ms. Bowen, to approve the Power of Attorney authorizing Superintendent Ricca to sign the aforementioned Agreement on the Board's behalf. Motion carried unanimously.

Item 4 – Establish Calendar and Meeting Times

A proposed meeting schedule was provided. Mrs. Braun moved, seconded by Ms. Asay, that the Board meet on the first and third Wednesdays of the month. Motion carried unanimously. Mrs. Braun moved, seconded by Ms. Muncy, that the Board meet in Roxbury every fourth meeting. There was discussion in regard to the availability of live feed for television coverage from the Roxbury location. Motion carried unanimously. Based on the schedule provided, the first meeting in Roxbury will occur on December 6th. Superintendent Ricca will follow up on the question of designated posting locations for notices.

Item 5 –FY19 Budget

Superintendent Ricca asked for parameters for proceeding with the proposed bond and presented the Board with three options: move forward as is, move forward with adjustments, delay the bond. Mr. Zajac requested a list of the bond projects being considered. Tax rates, budget timelines, Montpelier's fund balance and alternative funding sources for proposed bond projects were discussed. Following discussion, it was decided

that Superintendent Ricca will move forward with the bond as is with firmer numbers for the list of projects from the April 28, 2017 memo and prepare to discuss alternative ways to address identified projects.

Superintendent Ricca also requested parameters for transportation budgeting. Following discussion, formation of a transportation committee was recommended. With regard to bussing, the direction provided was status quo for Montpelier, and to proceed with what was planned in previous discussions for Roxbury, i.e., regular bus and co-curricular bus.

Item 6 – Work Plan

A proposed work plan was provided. Superintendent Ricca recommended the formation of three committees and Mr. Murphy suggested two additions to Superintendent Ricca's recommendation. Following discussion, Mr. Hingtgen moved, seconded by Ms. Muncy, that the Board's committees be negotiations, policy, mission and vision, budget, and transportation. Motion carried unanimously.

Mr. Hingtgen moved, seconded by Ms. Asay, that he and Ms. Asay serve on the policy committee and that the committee begin work immediately. Mr. Zajac also expressed interest in serving on the policy committee. Motion carried unanimously.

Mrs. Braun moved, seconded by Ms. Bowen, the recommendation of Mr. Sterling to serve on the negotiations committee. Motion carried unanimously.

Ms. Frost, Ms. Asay and Mr. Hingtgen volunteered to serve on the mission and vision committee. Mrs. Braun also volunteered to serve on this committee once her duties as the Chair of the Montpelier School Board are complete. There was discussion of the policy and mission and vision processes being integrated and a suggestion to begin work on policies first, with a subsequent shift to mission and vision work.

Ms. Asay moved, seconded by Mrs. Braun, that Ms. Muncy, Ms. Bowen and Mr. Zajac compose the budget committee. Motion carried unanimously.

Ms. Bowen moved, seconded by Ms. Asay, that Ms. Frost and Mr. Murphy compose the transportation committee. Motion carried unanimously.

Item 7 – Adjourn

On a motion duly made and seconded, the Board voted unanimously to adjourn at 9:53 p.m.

Heather Michaud
Recorder

**AGREEMENT TO PARTICIPATE IN THE
VERMONT SCHOOL BOARDS INSURANCE TRUST, INC.
MULTI-LINE INTERMUNICIPAL SCHOOL PROGRAM**

WHEREAS, Vermont School Boards Insurance Trust, Inc., a duly chartered non-profit Vermont corporation with principal offices in Montpelier, County of Washington, State of Vermont (hereafter the Trust), has established a multi-line intermunicipal school program (hereafter the program) to provide multiple lines of coverage for all school districts and related organizations which are entitled to participate in the program in accordance with Chapter 121 of Title 24 of the Vermont Statutes Annotated; and

WHEREAS, _____
(hereafter called the Member), desires to participate in the aforementioned program;
and

WHEREAS, the Trust and the Member are desirous of setting forth the obligations and responsibilities of each party hereto;

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

- I. THE TRUST AGREES THAT SO LONG AS THE MEMBER IS PARTICIPATING HEREUNDER, IT WILL:
 - a. Make the following lines of coverage available, as described in the detailed coverage documents and the chart summarizing the program structure to the Member in accordance with the conditions set forth in this Agreement:
 1. Property;
 2. Inland Marine and Boiler & Machinery
 3. Crime;
 4. Commercial General Liability;
 5. Automobile/Garagekeepers;
 6. Educators Legal Liability;
 7. Workers Compensation and Employers Liability;
 8. Such other and additional lines of coverage as may become available and as Member and the Trust shall mutually agree.
 - b. Establish within the Trust a separate pool of funds from the contributions of all Members, which funds shall be invested and shall not be intermingled with any other funds of the Trust and which funds shall be used by the Trust or its designee to:
 1. Pay all the operational and administrative costs incurred by the Trust attributable to the program;

2. Adjust, investigate and pay, as necessary, subject to the terms of the coverage documents, all claims brought against Members, subject to the conditions set forth in this Agreement;

3. Provide excess reinsurance protection.

c. Defend and Indemnify Members of and from all claims and suits for which coverage is applicable, up to the limits of liability of such coverage, in accordance with the coverage agreement. The Trust shall be responsible for adjusting, administering and paying all such claims until they are resolved or closed, regardless of whether the Member elects to discontinue participation in the Program.

d. Enroll and assess each Member as of the operative date of this agreement which operative date shall commence on the first day of July and as follows:

1. Annual contributions based upon appropriate rates applicable to each Member, such rates to be set by the Trust, based on the recommendations of a qualified actuary.

2. Its proportionate share of all operational and administrative costs including excess reinsurance premiums incurred by the Trust which are attributable to the operation of the program.

3. In the event that total contributions assessed to and made by all Members result in an actual or projected financial deficit so as to render the Trust unable to meet its required obligations under the program, then said program shall be terminated and **each Member shall be assessed and required to pay such deficit** based on a percentage of each Member's most recent contribution as said contribution is directly proportional to all membership contributions made by all Members pursuant to this Agreement.

e. Exercise its best efforts to reduce contributions by Members based on the net proceeds of any favorable operating experience of the pool of funds, if any, and also establish a reserve fund by retention and reinvestment of the net proceeds of any such

favorable operating experience. Any surplus in excess of the amounts required by the Commissioner of Banking, Insurance, Securities and Health Care Administration accumulated within a program's fund year, as determined from the annual audited financial statement, may be declared refundable by the VSBIT Board of Directors. No distribution of surplus funds will be made earlier than thirty-six (36) months following the end of a fund year for which surplus was declared. Such distribution shall not be made until certified by the program's actuary. If the distribution is in excess of 10% of the program's surplus, approval of the Commissioner will be obtained. Surpluses accumulated within a specific fund year shall be used exclusively for the benefit of current members who participated in the program during that fund year.

f. Provide an audited annual financial statement of the Trust, prepared by a certified public accountant that identifies the financial performance of the program.

g. Furnish all necessary reports and reporting forms to Members.

h. Provide staff training so that Members may effectively administer and coordinate efforts with the Trust for program claims.

i. Make available for inspection by the Members the Articles of Incorporation, Bylaws, books and records of the Trust.

j. Make or cause to be made all required filings with the Vermont Department of Banking, Insurance, Securities and Health Care Administration (hereafter the Department) and with such other regulatory authorities as may be required by law.

k. Reserve the right to **require additional or supplemental contributions** from each Member for any fund year in which the initial contribution and unallocated fund reserves, if any, are inadequate to pay claims, operating expenses and claim costs. Such **additional or supplemental contribution may be assessed for a particular fund year** upon any Member who participated in the program during the fund year in which there are inadequate contributions and fund reserves, regardless of whether Member is participating in the program at the time of the assessment.

l. Attempt to reduce risk funding costs to Members by assisting Members in the development of a school-oriented, comprehensive loss control program. It is understood and agreed this is only

assistance and by providing this assistance, the Trust is not undertaking the Member's obligations to provide a safe facility to the public nor undertaking the Member's obligations to provide its employees and officials a safe work place. These are and shall remain obligations for which the Member is solely and exclusively responsible.

m. Designate and appoint an Administrator for the program and grant the Administrator authority, through power of attorney or other means, to accept service of process on behalf of the Trust and its Members and to act for and bind the Trust and its Members in all transactions relating to or arising out of the operation of the program. The Trust, through its Board of Directors, shall have the authority to revoke such powers of attorney and to revoke or amend the authority and duties of the Administrator.

n. Operate and maintain services under the program in accordance with the terms of the VSBIT Multi-Line Intermunicipal School Program Operational Plan, attached hereto and incorporated in this Agreement as Exhibit A, and in accordance with the VSBIT Multi-Line Intermunicipal School Program Financial Plan, attached hereto and incorporated in this Agreement as Exhibit B.

o. Upon request of any Member, promptly provide financial information or reports kept in the regular course of business of the Trust.

II. THE MEMBER AGREES THAT IT WILL:

a. Enroll in the program and purchase all forms of coverage offered by the Trust as set forth in Section I. a. of this agreement, for an initial twelve (12) month period and obligate itself to make all required contributions at the inception of such twelve (12) month and on any successive renewals of this Agreement pursuant to Section II. b.

b. Renew participation in the program on a year-to-year basis after the initial twelve (12) month participation, except that Member may terminate this agreement and discontinue participation no later than June 30 of any given calendar year, provided that at least ninety (90) days notice of such discontinuance and withdrawal from the program has been given, in writing, to the Trust in advance of such withdrawal.

c. Pay, or make arrangements that are satisfactory to the program to pay, all annual contributions due by Member in full on July 1 in each year that this Agreement is in effect, or, in the event Member's initial participation commences on a date other than July 1, Member agrees to pay its pro-rata share of such annual contribution. **In addition, Member shall make all contributions and pay all costs as called for in subsection l.d.3. and l.k.** hereof within the time stated in any invoice assessing such contributions and costs.

d. Provide claim data, reports or other information as may be requested by the Trust or its designee, to the Trust on forms to be furnished by the Trust regarding any claims-related information, and cooperate and assist the Trust in the investigation and adjustment of any claims.

e. Execute and keep in force so long as the Member participates in the program the attached Power of Attorney authorizing the Trust or its designee to do any and all acts, including the maintenance of administrative and legal proceedings without qualification, necessary or convenient to effectuate the implementation and performance of the program and the terms of this Agreement.

f. Attend all necessary training sessions and programs.

g. Undertake and implement procedures recommended by the Trust for the purposes of reducing the volume of claims.

h. Appoint and report to the Trust the name of Member's designee who shall serve as coordinator for communications with the Trust.

III. The parties acknowledge that the Trust has contracted with Alternative Service Concepts to provide claims services, reporting and safety and loss control services pursuant to an agreement with Alternative Service Concepts, on file with the Department; and the Trust has contracted with A. J. Gallagher & Co., Inc., to provide underwriting services and specific and aggregate excess insurance brokerage services pursuant to an agreement with A.J. Gallagher & Co., Inc., on file with the Department. The Trust reserves the right to contract with other or additional third party contractors for similar services during the initial or any renewal term of this Agreement.

IV. This agreement, as approved by the Member, shall be executed and forwarded in duplicate to the Trust or its designee.

- V. The Trust shall acknowledge acceptance of this Agreement by noting hereon in the space provided the effective date of such acceptance, and shall return a fully executed copy thereof to Member.
- VI. The effective date initiating the obligations and rights of the parties to this Agreement shall commence upon the date stated herein and upon receipt by the Trust of the Member's contributions, payable in advance in accordance with the terms of the insuring agreements. Failure by Member to pay contributions as required by the Trust shall automatically terminate this Agreement and void Member's rights upon written notice to the Member, such written notice to be provided by the Trust at least fifteen (15) days in advance of such termination. Members may also be terminated for failure to comply with risk management standards, failure to comply with the terms and conditions of this Agreement, or for any other sufficient cause that would be detrimental to the program. Such termination shall only be made upon two-thirds majority vote of the Trust Board of Directors. The effective date for such termination shall be the end of the current fiscal year (June 30), provided the Member has received written notice 90 days prior to termination. The Trust shall continue to be liable for any and all claims that would otherwise be covered by the Trust and incurred by Member while Member was in full compliance with this Agreement.
- VII. In the event of default of the terms of this Agreement by a Member or in the event of Member's discontinuance of participation in the program, any and all contributions made by Member shall remain the sole property of the Trust, and Member shall have no rights therein.
- VIII. The rights and obligations of the parties under this Agreement shall be deemed to be renewed annually on July 1, subject to Member's payment of the advance annual contribution to the Trust in the amount to be determined by the Trust.
- IX. Commencing with the effective date of coverage under this Agreement and in each subsequent renewal of such coverage, the Trust shall deliver to Member a certificate indicating evidence of such coverage and a declarations page containing the applicable schedules of coverage and such further information as may be required by the Department.
- X. The program may be dissolved by a two-thirds vote of the Board of Directors, with the effective date of such dissolution being the end of the fiscal year of the Trust, provided 90 days written notice has been provided to all Members. Upon dissolution of the program, any surplus money shall be returned to the then current Members in proportion to the contributions,

less any outstanding obligations of that Member. VSBIT will comply with the provisions set forth in Section 14 of the Rules Governing Intermunicipal Insurance Agreements, and understands that any voluntary dissolution of the Program would require the filing of a plan of dissolution with the Department.

- XI. Any and all matters relating to the organization of the Trust, voting rights of its members, notices and any other respective rights and obligations of members of the Trust shall be controlled and determined under the Articles of Association and Bylaws of the Vermont School Boards Insurance Trust, Inc. Such Articles of Incorporation and Bylaws are available, upon request, from the Trust.
- XII. The member acknowledges that neither the execution of this Agreement nor the participation in the program constitutes a waiver of sovereign immunity.

XIII. NOTICE REGARDING VERMONT PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION

As with any intermunicipal insurance agreement, and pursuant to Vermont law, this intermunicipal agreement is not protected by any Vermont Property and Casualty Insurance Guaranty Association against default due to insolvency. In the event of insolvency, Members and persons filing claims against Members may be unable to collect any amount owed to them by Vermont School Boards Insurance Trust, Inc., regardless of the terms of this Agreement. IN THE EVENT THE PROGRAM IS INSOLVENT, A MEMBER MAY BE LIABLE FOR ANY AND ALL UNPAID CLAIMS AGAINST SUCH MEMBER.

MEMBER: _____ Print Name: _____
(Member Name) (Authorized Official of Member)

SIGNATURE: _____ DATE: _____
(Authorized Official of Member)

VERMONT SCHOOL BOARDS INSURANCE TRUST, INC., BY: _____
(It's Duly Authorized Officer)

OPERATIVE DATE OF COVERAGE: _____

VSBIT Multi-Line Intermunicipal School Program

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, a body corporate and politic, created and existing
(Member)
under the laws of the State of Vermont, does hereby appoint and constitute the Vermont School Boards Insurance Trust, Inc., (VSBIT) as its true and lawful attorney in fact, with full power and authority to:

1. Obtain any and all information, reports or data relating to the participation of
_____ in the VSBIT's Multi-Line Intermunicipal School
(Member)
Program, including but not limited to any and all claims information and data;

2. Do any and all acts, without qualification, necessary or convenient to effectuate the implementation and performance of the VSBIT's Multi-Line Intermunicipal School Program, and the performance by _____ of terms and
(Member)
conditions of a certain Agreement to Participate in said VSBIT's Multi-Line Intermunicipal School Program, the parties to such an agreement being _____
(Member)
and the Vermont School Boards Insurance Trust.

Hereby ratifying and confirming all that the said attorney or its duly authorized employees and agents shall and may do by virtue of these presents until written notice of revocation hereof is given to the Vermont School Boards Insurance Trust, Inc.

Dated at _____, Vermont this _____ day of _____, 20____.

(Member)

By:

(Duly Authorized)

Title: