

AGREEMENT ESTABLISHING
THE PLAINFIELD AND STERLING
HIGH SCHOOL COOPERATIVE

By and Between

The Board of Education of Plainfield

And

The Board of Education of Sterling

Revised 4-7-09

INTRODUCTION

This cooperative Agreement is the result of a joint effort by teams from the towns of Plainfield and Sterling who made up the "Cooperative Agreement Committee". The list of members below reflects broad representation from each community. The boards of education of each town established the joint committee and charged it with the following mission:

To develop a cooperative Agreement between Plainfield and Sterling for the purpose of building and maintaining a new facility for Plainfield High School that is:

- a) educationally appropriate; and
- b) beneficial to both communities
- c) in compliance with State statutes (Section 10-158a);

The committee met between March 27 and June 12, 2001 to develop this Agreement. In order to assure equity, each town had one vote on any given issue. Therefore, each item in this Agreement was approved by representatives from both Sterling and Plainfield.

This initial committee is dissolved with the final approval of this Agreement by both towns' boards of education. This committee shall be superseded by a cooperative committee with members consisting of the full membership of each town's Board of Education.

Members (and representation) of the Committee:

	<u>Plainfield</u>	<u>Sterling</u>
Board of Education	*Virginia Sampietro Mike Saad	*Patricia Massey-Cadwell Tracie Sneed
Board of Selectmen	Paul Sweet	Dale Clark
Board of Finance	Robert Vickers	Gregg Wilcox
Community Representatives	Guy Mineau	Lincoln Cooper George Poland
Superintendents	Mary Conway	Len Lanza
Principal	Charles Langevin	
Consultants	Athena Nagel Joseph Gillis	

* Co-chair

AGREEMENT

AGREEMENT ESTABLISHING THE PLAINFIELD AND STERLING HIGH SCHOOL COOPERATIVE

THIS AGREEMENT is entered into on June 19, 2001, by and between the undersigned boards of education of Plainfield and Sterling, each acting by its respective Chairperson.

WHEREAS, the Town of Plainfield maintains a high school approved by the State Board of Education and

WHEREAS, the Town of Sterling does not maintain a high school and is required by law to designate a high school which any child who has completed middle school courses may attend; and

WHEREAS, Sterling high school students have been attending Plainfield High School almost continuously since the high school was built in 1924, and the Sterling Board of Education has traditionally designated Plainfield High School its high school of record; and

WHEREAS, it is in the best interest of Plainfield and Sterling to continue the long-standing arrangement whereby Sterling students attend Plainfield High School for grades 9 through 12; and

WHEREAS, the Plainfield High School facility has reached its potential to adequately support educational programming, and modifications to the existing structure will not practically meet the education requirements of a modern comprehensive high school; and

WHEREAS, the boards of education of Plainfield and Sterling agree that a cooperative agreement to build a new Plainfield High School facility to accommodate enrollment from both towns is a mutually beneficial method to ensure continued availability of a high quality, cost effective, secondary education for the students of both towns, and desire to:

- obtain maximum available State funding to assist in the construction costs, and
- be in compliance with Connecticut General Statutes Section 10-158a, which authorizes any tow or more boards of education to agree, in writing, to establish cooperative arrangements to provide special services, programs, or activities to enable such boards to carry out the duties specified therein, and further authorizes such boards to establish a committee to supervise such services, programs, or activities; and

WHEREAS, Plainfield and Sterling are willing to fund the building project costs not provided by the State for the purpose of building a new high school facility and improving its educational programs; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Boards of Education of the towns of Sterling and Plainfield do hereby enter this

Cooperative Agreement for purposes of building a new high school facility and improving its educational programs, and hereby agree as follows:

1. COOPERATIVE COMMITTEE

1.1 Establishment

As established under Connecticut General Statutes Section 10-158a, a Cooperative Committee is hereby appointed and empowered by both boards of education.

1.2 Membership

Membership shall consist of the full membership of each town's board of education.

1.3 Responsibilities

- 1) to oversee the administration of this Agreement;
- 2) to develop amendments to this Agreement if needed; and
- 3) to monitor enrollment parameters of the building. If total enrollment reaches maximum (building capacity), then the Cooperative Committee shall be fully responsible for setting the number of external (non Sterling/non Plainfield) students permitted to enroll.
- 4) to determine any future expansion requirements.

1.4 General Powers

The Cooperative Committee, in accordance with the terms of this Agreement, hereby irrevocably assigns the following powers as established by Connecticut General Statutes section 10-158a, to the Plainfield Board of Education and the Town of Plainfield:

- 1) to apply for, receive directly, and expend on behalf of the Plainfield and Sterling school districts, all State and Federal grants to support a Plainfield High School building project;
- 2) to receive and disburse for the building project, funds appropriated for such use by Plainfield and Sterling, the State, the Federal government, and other funds received by the Cooperative Committee;
- 3) to hold title to real or personal property acquired or developed as a result of this Agreement;
- 4) to employ personnel;
- 5) to enter into contracts to plan and construct the building project; and
- 6) to otherwise provide the specified programs, services, and activities related to this Agreement.

Notwithstanding the above, the Cooperative Committee may choose to apply directly for funds. Upon receipt of those funds, in compliance with State and Federal requirements, management and disbursement of those funds will be assigned by the Cooperative Committee to the Plainfield Board of Education and the Town of Plainfield.

1.5 Meetings

The Cooperative Committee shall meet at least twice each year, ~~one in December, and once in May~~ (PMC & VCS/6-19-01). The Cooperative Committee shall also convene within two weeks of delivery of a written request to meet, by either board, to the Chair of the other board. The Cooperative Committee may hold its meetings, regular or special, at such place and time as the officers of the Cooperative Committee may determine. All such meetings shall be conducted in accordance with the Freedom of Information Act. In the conduct of its meetings, the

Cooperative Committee shall be guided by Robert's Rules of Order unless such provisions are inconsistent with this Agreement or are modified through bylaws adopted by the Cooperative Committee. A quorum of the membership of each board must be present to constitute a quorum for a Cooperative Committee meeting.

1.6 Officers

Chairs of each board of education shall serve as co-chairs of Cooperative Committee meetings.

1.7 Voting

Each board of education shall have one vote which shall be cast by the Chair of each Board, or his or her designee. Therefore, it will take two affirmative votes to pass a motion.

2. HIGH SCHOOL LEADERSHIP TEAM

A High School Leadership Team is established by this Agreement, and takes effect upon execution of this Agreement.

2.1 Purpose

The purpose of this team is to assure that both Sterling and Plainfield participate in the governance of Plainfield High School, hereafter "School".

2.2 Membership

Membership of the Leadership Team will include the following:

- 3 teachers from the School (2 elected by faculty, 1 selected by the high school principal)
- 1 principal from the School, who will assume the role of Team Chair
- 1 Sterling Memorial School faculty member appointed by the Sterling Superintendent
- 2 students attending the School (*PMC & VCS/6-19-01*) (elected by the Student Council – preferably 1 Plainfield/
 - 1 Sterling)
- 4 parents of students who are within the Plainfield / Sterling School System (2 Sterling / 2 Plainfield appointed by respective Boards of Education)

Elected and appointed positions are one year renewable terms ending June 30.

2.3 Responsibilities

Responsibilities include the following:

- 1) Participate with School staff and other interested parties, in the development, monitoring, and evaluation of an annual improvement plan, which will identify specific goals in the areas of school improvement, quality of student life, and quality of education.
- 2) Analyze high school data and development of recommendations for improvement;
- 3) Advise the principal on issues including but not limited to: discipline; assessment; curriculum; policy recommendations to the Board of Education; student achievement; evaluation plans; communication; professional development; high school policies; and staff selection;
- 4) Make recommendations to the principal (and/or Superintendent, and/or Plainfield Board of Education, where appropriate), on issues to include: high school philosophy; budget; curriculum; textbooks; schedule; extracurricular opportunities; facilities; class size; staff size; and school culture; and
- 5) Communicate with residents and boards of education of each town.

3. RETAINED AUTHORITY

Overall governance of the School is maintained, as established by statute, under the authority of the Plainfield Board of Education. One designated member of the Sterling Board of Education may be an ~~ex-officio-non-voting~~ (PMC & VCS/6-19-01) participant of the Plainfield Board of Education in matters pertaining to the Plainfield High School.

4. DESIGN CONSIDERATIONS

Design approval shall be subject to acceptance by the Cooperative Committee.

5. CONSTRUCTION ADMINISTRATION

Construction Committees

Construction Administration will involve the implementation of three committees:

1. The Educational Specifications Committee, appointed by the Plainfield Board of Education, shall plan, design, and develop educational specifications. This committee shall dissolve after the grant application has been approved by the State of CT and the towns of Plainfield and Sterling have approved funding for the project.
2. The Plainfield High School Building Committee is appointed by the Town of Plainfield as required under Town Charter for the purpose of construction administration and management.
3. The Project Design Committee, appointed by the Plainfield Board of Education, shall monitor the implementation of the Educational Specifications in the final design and throughout the construction process. This committee shall dissolve after acceptance of the completed facility.

5.1 The Educational Specifications Committee

Membership:

- 3 board of education members (2 from Plainfield and 1 from Sterling)
- 4 current Plainfield High School staff members (from different disciplines)
- 1 community member (from Sterling)
- Superintendents of Schools from Plainfield and Sterling
- Plainfield High School Principal
- Director of Pupil Personnel
- Director of Grants & Assessment
- Ex-officio members: Building Committee members

Duties:

1. explore future needs to be addressed by the new facility
2. identify educational programs to be provided in the new facility
3. establish facility requirements and objectives
4. hire consultants as necessary to assist in development of educational specifications
5. develop educational specifications
6. determine cost estimate
7. submit educational specifications to the Cooperative Committee for approval and submission to the State

5.2 The Plainfield High School Building Committee

Membership will include those appointed to the Plainfield High School Building Committee as established by state statute for the purpose of school construction. In addition to that membership, three Sterling residents, appointed by the Sterling Board of Selectmen, shall be invited to serve on this committee.

Duties are as defined by state statute.

The completed building project is subject to final approval by the Plainfield Board of Education.

The Building Committee's work is completed when punch list is complete, payments are issued and all reports are completed.

5.3 The Project Design Committee

Membership:

- Superintendents of Schools from Plainfield and Sterling
- Plainfield High School Principal
- 2 Board of Education members (1 from each town)
- 2 Educational Specifications Committee members (1 from each town)
- Participation of students, teachers, community members, consultants, as needed

Duties:

1. monitor architect development of facility specifications to assure they are in keeping with the education specifications, cost limitations, and the vision of the School as determined by the Educational Specifications Committee.
2. communicate progress of all phases of planning and construction to both Plainfield and Sterling Boards of Education.
3. meet with Building Committee and architect to assure smooth transition and full understanding of plans.
4. approve change orders which significantly alter design specifications.

6. FINANCIAL PROVISIONS

6.1 The payment to be made each year of this Agreement by Sterling to Plainfield for the use of the Plainfield High School shall consist of a Base Per Pupil Assessment Rate for each Sterling regular education student attending Plainfield High School, a Premium Per Pupil Assessment Rate for each Sterling special education student attending Plainfield High School, and a Day Treatment Per Pupil Assessment Rate for each Sterling student attending the Plainfield High School Day Treatment Program.

6.2 Per Pupil Assessment Rate: The Base Per Pupil Assessment Rate for each school year shall be equal to the result of dividing the October 1 (ED006) high school enrollment (of that school year) into the total of Town of Plainfield approved budgeted high school regular education costs of the same year. (See Appendix A) Total high school costs will be determined by using direct high school costs plus allocable portions of the following cost centers: central office, district, fixed. (See Appendix B)

Plainfield Public Schools budget activity report will be made available to the Sterling BOE monthly throughout the fiscal year.

(Delete Paragraph – 10/19/10 Cooperative Committee)

~~Reconciliation Amount: When the final audited (expended) numbers are available (in the fall following the close of the school year) for the school year, a second calculation shall be made using such final numbers and the original enrollment figures. If the second calculation results in a difference to the previously determined per pupil rate, a credit or an assessment shall be added to or deducted from, as appropriate, the succeeding year's total of per pupil costs.~~

(Insert Paragraph – 10/19/10 Cooperative Committee)

6.2 *Reconciliation Amount: By the end of September of the following school year, using the figures provided by the Plainfield ED001 state report an estimated calculation shall be made using ~~and~~ the average of the four (October 1, December 1, February 1, and April 1) enrollment figures. In addition, when the final audited (expended) numbers are available (in the fall following the close of the school year) the calculation will be reviewed again for further adjustments. If the second calculation results in a difference to the previously determined per pupil rate, a credit or an assessment shall be added to or deducted from, as appropriate, the succeeding year's total of per pupil cost (see Appendix D).*

6.3 Projected enrollment levels of regular and special education students to attend Plainfield High School in the following school year shall be made by and exchanged with the respective Superintendents, or their designees, for Sterling and Plainfield students, on or about December 15 of each school year, and shall be used in each school district's budgeting process for the following year's budget. In addition, the following year's proposed budget shall be made available to the Sterling BOE throughout the Plainfield BOE budget building process.

6.4 The Premium Per Pupil Assessment Rate for special education students shall equal two (2) times the Base Per Pupil Assessment Rate ~~be based on the formula outlined in Appendix E. (Appendix F contains an example of the calculation of the formula. (J Turban & A. Kwasny/4-7-09)~~ The Day Treatment Per Pupil Assessment Rate shall equal four (4) times the Base Per Pupil Assessment Rate. The Premium and the Day Treatment Per Pupil Assessment Rates shall be effective from October 1 through September 30.

Reconciliation for the Premium *(using Appendix E) (J. Turban & A. Kwasny/4-7-09)* and the Day Treatment Assessment Rates will be performed in the same manner as Section 6.2.

The Cooperative Committee may review the procedures used for determining the Premium and the Day Treatment Per Pupil Assessment Rates as well as the associated reconciliation procedure as town and/or state accounting procedures change.

Base, premium and Day Treatment Per Pupil Assessment Rates may not include all extraordinary resources or services. Such unique expenses will be individually determined by Plainfield and Sterling school administrators, and may result in a direct billing to Sterling for such expenses related to Sterling students.

Premium Per Pupil Assessment Rates will include the a variety of services, to the extent that it is possible to deliver such services from existing staff assigned to the high school, as specified in an approved Individualized *(PMC & VCS/6-19-01)* Education Program: To the

extent such services are offered at the high school, and any student must utilize external resources because of a lack of capacity in the high school program, Sterling shall pay for the proportional share of that purchased service expense. That share shall be based on the ratio of Sterling students utilizing special education programs to the total number of students utilizing special education programs. Sterling may be asked to directly pay their share of such purchased service expenses. Additional aides and special services required for Sterling students for services beyond those services available at the high school will be billed to Sterling at cost. Sterling shall directly pay for all costs related to special education students not attending Plainfield High School.

Premium Per Pupil Assessment Rate will not include the costs of: transportation to and from the student's residence or Sterling contracted programs, specialized testing not available at the high school, individualized adaptive equipment, interpreters, medically necessitated personal assistants, or homebound tutoring. Sterling will directly pay for such expenses.

It is the intention of this Agreement to assure fair and equitable delivery of special education services and equitable cost distribution between Sterling and Plainfield. The provision of special education services and charges must be responsive to the needs established by Individualized Education Programs, and should be evaluated ~~annually~~ *every four years (2009, 2013, 2017, 2021, and 2025 if needed)* (J. Turban & A. Kwasny 4-7-09) by the Cooperative Committee for fairness, equity and responsiveness to such needs.

6.5 Actual Monthly Payment Amounts:

1. Sterling shall pay to Plainfield in eight (8) monthly payments, beginning in October, due on the last business day of the month, and for each of the following seven (7) months ending in May, an amount equal to the sum of the Base Per Pupil Assessments divided by eight.
2. Sterling shall pay to Plainfield in ten (10) monthly installments beginning in September, due on the last business day of the month, and for each of the following nine (9) months ending in June, an amount equal to the sum of the Premium Per Pupil Assessment Rate and the Day Treatment Assessment Rate multiplied by the actual number of special education students at each assessment rate attending Plainfield High School on the first school day of the month.

Plainfield shall submit a statement to Sterling by the 10th of each month which will include the names and addresses of all sterling special education students counted in the enrollment for that month in the Premium and the Day Treatment Per Pupil Assessment Rate categories.

6.6 Late Fees: Any amounts unpaid as of the end of the month shall be overdue and shall be assessed a late charge, equal to the greater of 1% per month or a percentage per month equal to one-tenth of the prime rate then in effect at the billing date as published by Chase Manhattan Bank in New York, or if unavailable, by such other bank as agreed to by the Cooperative Committee.

6.7 Construction Expenditures: The total costs (including pre-construction and land acquisition costs) of constructing a new Plainfield High School facility will be shared by Sterling and Plainfield in the same ratio of the population of one town to the other at the inception of this contract. (See Appendix C)

7 CONDITIONS

The parties' obligations to perform under the terms of this Agreement shall be contingent upon:

- 1) approval by the State Board of Education of the planned building construction project of a new Plainfield High School facility;
- 2) approval by the Town of Sterling authorizing the filing of the application with the State of Connecticut for the planned building construction project of a new Plainfield High School facility;
- 3) funding of the costs of construction of the planned building construction project of a new Plainfield High School facility by the State Board of Education at the maximum cooperative rate allowed by law; and
- 4) approval by the voters of the Town of Plainfield of the borrowing of the funds necessary to construct the planned building construction of a new Plainfield High School facility and the bonding thereof by the Town of Plainfield.
- 5) approval by the voters of the Town of Sterling of the borrowing of the funds necessary to construct the planned building construction project of a new Plainfield High School facility and the bonding thereof by the Town of Sterling.

8 AMENDMENT AND TERMINATION OF THIS AGREEMENT

- 8.1 This Agreement shall become effective when executed by both parties and shall continue in effect for a period of twenty (20) years from the date the planned building construction project of a new Plainfield High School facility is placed in service, provided it is placed in service within ten years from the date the Agreement is signed.
- 8.2 Either party may terminate this Agreement on June 30th of any year, by said party giving written notice of termination to the other party at least one year prior to the effective date of termination.
- 8.3 Any penalty which may be imposed upon the parties by the State of Connecticut, the State Board of Education, or other lawful authority for early termination of this Agreement shall be paid by the party which terminated the Agreement.
- 8.4 If Plainfield terminates this Agreement, Plainfield will forfeit all rights to any payments due from Sterling after the date termination becomes effective, except that any Sterling students who are attending Plainfield High School at the time of termination of this Agreement may complete their secondary education at Plainfield High School upon payment by Sterling of the tuition allocable to said students under the terms of this Agreement, and Plainfield shall be liable for any reasonable increase in the high school tuition costs incurred by Sterling at any other facility for the original term of this Agreement.
- 8.5 If State mandated enrollment of students from outside the Towns of Sterling and Plainfield prevents the attendance of all eligible Sterling and Plainfield students, or if State mandated programs prevent Sterling from fulfilling its minimum enrollment obligations, this Agreement, including the payment schedules, will be reviewed and adjusted equitably by the

Cooperative Committee so as to maintain the integrity of as much of this Agreement as is possible.

8.6 After the termination of this Agreement, whether by action of a party or by lapse of time, the Reconciliation Amount shall be determined under section 6.2. the payment schedule will be determined by the Plainfield and Sterling Boards of Education.

8.7 This Agreement may be amended and/or extended by action of the Cooperative Committee established in section 1 above.

9 MISCELLANEOUS

9.1 The high school building usage by either party shall be treated equally. It is understood that Sterling's usage is limited to the high school facilities only and not the middle or elementary school facilities.

9.2 Any and all disagreements arising under the terms and conditions of this Agreement which cannot be resolved by the Cooperative Committee will be taken to the American Arbitration Association for binding arbitration, under the rules of the Association, for resolution.

PLAINFIELD BOARD OF EDUCATION

By ___ Virginia Sampietro _____

Date: ___ 6-19-01 _____

STERLING BOARD OF EDUCATION

By ___ Patricia Massey-Cadwell _____

Date: ___ 6-19-01 _____