

# **MEMORANDUM OF AGREEMENT**

**Between**

**EAST GREENWICH SCHOOL COMMITTEE (“Committee”)**

**and**

**EAST GREENWICH TOWN COUNCIL (“Council”)**

WHEREAS the Committee and the Council are desirous of consolidating certain financial and operational positions to deliver vital accounting and administrative functions within the Town that support the East Greenwich School Department (“School Department”) in an effort to improve performance, reduce redundancy and lower costs of support services to the taxpayers, and to maximize the ability of the School Department to focus on its educational mission; and

WHEREAS, the consolidated plan presented by the Council through its Town Manager calls for the consolidation of the current position of School Department Director of Administration with the position of the Town’s Finance Director, with the combined position becoming a direct report of both the Town Manager and Superintendent; and

WHEREAS, the Parties recognize that a dual reporting requirement of the consolidated position of Finance Director/Director of Administration may create certain conflicts or disagreements between the Town Manager and Superintendent in the administration of the School Department’s needs, including but not limited to: (1) decisions regarding the professional credentials, hiring, supervision, review, performance, discipline, termination and level of compensation (level of compensation is set by the Town Council under the Town Charter; the Town Manager has no authority to set level of compensation) of the individual holding the consolidated position; (2) accessibility to the individual holding the consolidated position; and

(3) supporting the Superintendent in making recommendations to the Committee for an appropriate level of funding through the budget process that will support the Committee's proposed budget to the Town, including the provision for a maintenance of effort that is consistent with existing law.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by the Committee and the Council, and intending to be legally and equitably bound hereby, this Memorandum of Agreement is designed as a mechanism to address and resolve those aforementioned conflicts or disagreements that may arise as follows:

1. The Parties agree and ordain that the proposed level of compensation of the consolidated position of Finance Director/Director of Administration shall be made by the Town Council and Superintendent, which must be approved by both a majority vote of the Council and the Committee.

2. The cost of the compensation, inclusive of fringe benefits, of the consolidated position of Finance Director/Director of Administration shall be apportioned during the Town's budget process between the Town and the School Department.

3. The individual holding the consolidated position of Finance Director/Director of Administration shall at all times hold the Business Manager certification required by RIDE.

4. The Parties agree and ordain that the Town Manager and Superintendent shall have unfettered access to the individual holding the consolidated position of Finance Director/Director of Administration, and that said individual shall be honest, forthright, professional, objective and loyal to both the Town Manager and Superintendent in the discharge

of his/her responsibilities as it relates to municipal and School Department finances and operations.

5. The Parties agree that the consolidated position of Finance Director/Director of Administration shall remain an at-will position, answerable only to the Town Manager and Superintendent.

6. The Superintendent shall, consistent with state law, delegate certain responsibilities to the Finance Director/Director of Administration as he/she deems necessary and appropriate regarding those matters involving School Department finances and operations. The Town Manager shall not interfere with these decisions of the Superintendent. Conversely, the Town Manager shall, consistent with the Town Charter, delegate all other responsibilities to the Finance Director/Director of Administration as he/she deems necessary and appropriate regarding those matters involving the Town's finances and operations. The Superintendent shall not interfere with these decisions of the Town Manager.

7. As for all other direct reports of either the Town Manager or Superintendent, as set forth in the attached table of organization, the Town Manager shall not interfere with the decisions of the Superintendent relating to his/her direct reports. Conversely, the Superintendent shall not interfere with the decisions of the Town Manager relating to his/her direct reports.

8. With respect to decisions regarding the professional credentials, qualifications, hiring, supervision, review, performance, discipline, termination and recommended level of compensation (subject to the understanding that the level of compensation is set by the Town Council and not the Town Manager under the Town Charter) of the Finance Director/Director of Administration, the Town Manager and Superintendent shall possess joint-decision making authority and shall work cooperatively with each other in the spirit of collaboration and

compromise. In the event the Town Manager and Superintendent reach impasse, they shall notify the Council and Committee, after which any dispute shall be referred to a mediator appointed by the American Arbitration Association for a recommended resolution.

9. The position of Human Resources Manager shall be consolidated and the person holding the position shall be responsible for overseeing and administering human resource functions for the Town and School Department.

10. The Human Resource Manager shall be a direct report of the Superintendent and an indirect report to the Finance Director/Director of Administration and the cost of compensation, inclusive of fringe benefits, shall be apportioned during the Town's budget process between the Town and the School Department.

11. This Memorandum of Agreement shall remain in effect for the 2019 fiscal year. Either party may opt out of its terms for any successive fiscal year, including the proposed consolidation of certain financial and operational positions to deliver vital accounting and administrative functions and the proposed organizational chart, only by giving the other party at least sixty (60) days written notice prior to the end of the current fiscal year of its intent to opt out or amend these terms.

EAST GREENWICH SCHOOL  
COMMITTEE

EAST GREENWICH TOWN COUNCIL

\_\_\_\_\_  
By: Carolyn Mark, Chairperson

\_\_\_\_\_  
By: Suzanne McGee Cienki, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date