



Thursday, July 20, 2023

AGENDA

Regular Business Meeting
SAU 106 Boardroom

Justin Krieger, Interim Superintendent
Katie Knutsen, Chair
Kristin Savage, Vice Chair

1. 7:00 PM Call to Order – Chair
2. Roll Call – Clerk
3. Pledge of Allegiance
4. Approval of Minutes
5. Delegates and Individuals
6. Current Business
 - a. 7:05 PM Booster Sponsorships – ACTION
 - b. 7:10 PM Director of Music & Performing Arts Center Title Change – ACTION
 - c. 7:15 PM Enrollment Update – INFORMATIONAL
 - d. 7:20 PM Donation to TRHS – ACTION
 - e. 7:25 PM Food Service Contract – ACTION
 - f. 7:30 PM Policies – ACTION
 - g. 7:35 PM School Board Goals – ACTION
 - h. 7:40 PM Utility Contract - ACTION
7. 7:45 PM Administrator's Report
8. 7:50 PM Personnel Report
9. 7:55 PM Committee Reports/Reports of the School Board
10. 8:00 PM Other Business
11. Nonpublic Session

DATE	TIME	LOCATION	TYPE OF MEETING
August 17	7:00 PM	SAU Boardroom	Regular Business
September 7	7:00 PM	SAU Boardroom	Regular Business
September 21	7:00 PM	SAU Boardroom	Regular Business
October 5	7:00 PM	SAU Boardroom	Regular Business



1-3. Open Meeting

4. Approval of Minutes (2 sets: June 28th regular and nonpublic meeting minutes)

5. Delegates and Individuals

6. Current Business

a. Boosters Sponsorship

Motion to act on the sign sponsorships submitted by TRHS Volleyball Boosters (Girls), Timberlane Softball Boosters, Timberlane Football Boosters, Timberlane Baseball Boosters, and Timberlane Soccer Boosters.

b. Director of Music & Performing Arts Center Title Change

Motion to act on the title change from Director of Music to the Director of Music and the Performing Arts Center.

c. Enrollment Update

Review the elementary enrollment projections for SY 2023-24.

d. Donation to TRHS

Motion to act on a \$750 donation from the Atkinson's Women's Civic Club to be used towards peer-to-peer substance abuse prevention programs.

e. Food Service Contract

Motion to authorize the Interim Superintendent to sign the 2023-2024 School Food Service Agreement with Whitsons New England.

f. Policies

Motion to act on the second read/adoption of policies AC, BEDH, and EF. No changes have been made to these policies since the first read.

g. School Board Goals

Motion to act on the 2023-2024 School Board Goals.

f. Utility Contract

Motion to authorize a multiyear contract for electricity, propane and oil.

7. Administrator's Report

Mr. Krieger to present.

8. Personnel Report –

a. Motion to act on the nomination and resignations of staff on the July 20, 2023 Personnel Report.

b. To include in the meeting minutes, please read aloud the names provided on the **electronically-signed** personnel report dated July 6, 2023.

c. The vacancy report follows.

9. Committee Reports/Reports of the School Board

10. Other Business – Board members to provide agenda items for future meeting consideration.

11. Nonpublic Session – If needed.



Upcoming Agenda Items

Description	Month
Report of Unsigned Employee Contracts	July/August
SAU Organizational Chart	July/August
Facilities Projects	August
Anticipated Enrollment	August
School Bus Routes	August
Athletics Update	August
Budget Timeline/Final Budget	August
End of Year Financials	August
Audit Update	August
ESSER Funds	September
School Action Plans	September

DRAFT – NOT APPROVED

Note: When feasible, TRSB meetings are videotaped. These meeting minutes reflect only a basic summary of the meeting topics, discussion, and action. The Vimeo recording of this meeting can be viewed at: <https://vimeo.com/trsd>
Materials presented at the board meeting may be viewed at: [School Board Meeting Agenda Materials](#)

Timberlane Regional School Board Meeting Minutes

**Regular Board Meeting
June 28, 2023
7:33 PM**

**Superintendent's Office
30 Greenough Road
Plaistow, NH**

Call to Order

Board Members Present

Donald Woodworth, Jack Sapia, Brienna Woodworth (joined remotely), Shauna Manthorn, Katie Knutsen, Kristin Savage, Mark Sherwood, Paul LeCain

Excused Absence: Kim McCormick

Seated at the Board Table

Justin Krieger, Interim Superintendent
Sandra Allaire, Acting Assistant Superintendent

Administrators Present

Maria Watkins, CFO/Business Administrator

APPROVAL OF MINUTES

MOTION: Mr. Sapia motioned to approve the non-public minutes of June 15, 2023 as written. Seconded by Mrs. Manthorn Motion passed: 6-0-1 (LeCain abstained)

MOTION: Mrs. Manthorn motioned to approve the June 15, 2023 public minutes as written. Seconded by Mr. Sherwood Motion passed 6-0-1 (LeCain abstained)

MOTION: Mrs. Manthorn motioned to accept the public school board minutes of June 19, 2023 as written. Seconded by Mrs. Savage Motion passed 6-0-2 (Sherwood, B. Woodworth abstained)

DRAFT – NOT APPROVED

MOTION: Mr. Sapia motioned to accept the special meeting minutes of June 19, 2023 as amended. Seconded by Mr. Woodworth. Motion passed 6-0-2 (Sherwood, B. Woodworth abstained)

DELEGATES AND INDIVIDUALS

Ms. Nola Whitman of Danville, NH addressed the Board. She expressed concerns over expenditures and budget maintenance.

CORRESPONDENCE

No correspondence

VENDOR AND PAYROLL REGISTERS

No Vendor and Payroll registers

CURRENT BUSINESS

a. Enrollment Summary

Mr. Kreiger explained five classrooms are getting close to maximum class size and they are keeping watch on that.

Mr. Sapia asked about when a classroom has students with a disparity of abilities, and used a math class as an example. He asked if it would make sense to move students with similar aptitudes together with one teacher.

Mrs. Allaire explained they have models already in place for that and she explained how instruction is provided for those students.

b. Surplus

Mrs. Watkins presented the FY2023 projections to the Board. She reviewed the numbers with the Board. She stated it is difficult due to all the moving pieces. To the best of her ability, she took what she has up to today and her projection is \$4.1 million.

Mrs. Woodworth would like for Mrs. Watkins to provide them with a crash course on the budget at the workshop being scheduled. Mrs. Watkins said she can do that.

Mrs. Watkins commented since this is the last Board meeting for this school year, she will need a vote from the Board on the fund retention. She is not sure if the vote needs to take place within the same fiscal year and can look at the RSA. She stated for the last two years it has been at \$500,000. The warrant article states up to 5% can be retained.

DRAFT – NOT APPROVED

The Board had a discussion on whether they should approve to retain \$500,000 or up to 5%. Mrs. Savage prefers to hold off on a vote until she sees the surplus numbers. Mr. Sapia would like to see it on a spreadsheet with the advantages or disadvantages. He stated they can only use the funds for something catastrophic. Mr. Sherwood commented that 5% of the \$4 million projected surplus is approximately \$200,000, not \$500,000. He believes we are capped at \$200,000. Mrs. Watkins is comfortable with \$500,000.

Mrs. Watkins read the RSA to the Board.

**MOTION: Mr. Sapia motioned to retain \$500,000. Seconded by Mr. Sherwood.
Motion passed: 5-0-3 (Savage, Knutsen, Manthorn abstained)**

c. High School Tables and Chairs

Mrs. Knutsen recapped the discussions they had at a recent school board meeting regarding the purchase of the tables and chairs. There was no approval to move forward with this purchase. They were waiting to receive more information.

Mrs. Watkins explained this had been brought before the Board because the cost exceeded \$25,000 to purchase tables and chairs. She stated it was determined there was only enough storage for the tables. The cost to rent the tables is much higher than the cost to rent chairs, so they purchased the tables and that cost came out of the student activities budget and it didn't require a vote of the Board.

Mr. Sapia stated the Board was told if we spend the money to purchase the tables and chairs, we would break even in two years. He doesn't like how this was handled and feels that Board approval was circumvented. He would prefer the District continue renting the tables and chairs and doesn't think we should be in the tables and chairs business.

Mrs. Watkins stated they are waiting for an inventory of all the storage they have in order to determine if we need more storage space. The storage space is used by athletics. She is not sure if the chairs have already been ordered but even if they have been, the order can be cancelled.

Mrs. Knutsen said they need to know what they have for storage before purchasing the tables and chairs.

7. PERSONNEL REPORT

Mrs. Manthorn read the following into the record:

The following professional nominations were electronically approved on June 7, 2023. Holly Street, Grade 1 Teacher at Danville Elementary School, Eric Pascoal, English Teacher at

Timberlane Regional School Board

Meeting Minutes

June 28, 2023

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DRAFT – NOT APPROVED

Timberlane Regional High School, Carolyn Nenart, Grade 3 Teacher at Sandown North, Brooke Biolo, Spanish Teacher at Timberlane Regional High School, Kaitlyn Brown, PE/Health Teacher at Timberlane Middle School, Lauren Aruda, Art Teacher at Timberlane Regional High School, Abigail Goodson, Preschool Teacher at TLC, Briana Walsh, Grade 2 Teacher at Danville Elementary School.

The following professional resignation was electronically approved on June 7, 2023 for Cassondra Mello, Special Education Teacher, Danville Elementary School.

The following professional nominations were electronically approved on June 23, 2023. Maria Hedstrom, Interventionist at Pollard Elementary, Edgar Tinney, English Teacher at Timberlane Regional High School, Donna Boucher, School Nurse, Sandown North.

The following professional resignations were electronically approved on June 23, 2023. Jennifer Hazelton, Spanish Teacher, Timberlane Regional High School, Shana McTague, School Psychologist, Sandown North/District.

MOTION: Mrs. Manthorn motioned to accept the professional nominations of Zachary Champion, School Counselor at Timberlane Regional High School, Lauren Mann, Math Specialist at Timberlane Regional School District. Seconded by Mrs. Savage Motion passed: 8-0-0

(Mrs. Woodworth left the meeting)

OTHER BUSINESS

Mr. Sapia asked if the Board was aware that whether or not high school students are going to attend college, they all have to fill out a FAFSA form. He questioned whether there is a waiver form for students who will not be attending college.

Mrs. Allaire will follow up with Guidance regarding this.

Mr. Sapia would like to have a list of last year's consultants and consulting fees. He would like to keep the money in the district and do some things themselves if they could. Mrs. Knutsen will put that as an agenda item for the next meeting. Mr. Sherwood would also like to know what the consulting fees have been year to date.

Mr. Sapia asked when a parent calls the district and wants to know about their child's grades, behavior, or social things, how do we approach that and how do we respond. He asked what are, and what aren't, our obligations.

Mr. Krieger stated they look to partner with parents. There are aspects where we are required by law to communicate to them in certain cases, and there are pieces we are not allowed to

DRAFT – NOT APPROVED

communicate with them. There are also grey areas that require judgement decisions people are making.

There was no other business to come before the Board. Mrs. Knutsen announced they will be going into non-public session and will not be returning to public session.

MOTION: Mrs. Savage motioned to enter non-public under 91-A:3, Paragraph 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. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant. Seconded by Mrs. Manthorn. Motion passed 7-0-0

The Board was polled:

Mr. Woodworth – yes Knutsen – yes Manthorn – yes Savage – yes LeCain – yes
Sapia – yes Sherwood – yes

The public meeting was closed at 8:44 PM.

Respectfully submitted,

Linda Mahoney
Recording Secretary

Approved by the School Board on



Timberlane Regional High School

36 Greenough Road • Plaistow, NH 03865 • Phone: 603-382-6541 • Fax: 603-382-8086 • www.timberlanehs.com

June 27, 2023

Executive Summary

Booster groups wishing to display sign sponsorships from businesses on school grounds must have School Board approval on a yearly basis. Booster presidents must complete the fundraising form outlining the sign sponsorship details.

To streamline the approval process, we ask that the School Board approve ALL sign sponsorships for the booster groups at the first July School Board meeting. The information from each booster group will be kept on file in the Athletic Office and you can also find a copy within the School Board packet.

On behalf of the TRHS Booster Groups, thank you for considering this request.

Prepared by: Mr. Angelo Fantasia, Director of Athletics, Timberlane Regional School District

TIMBERLANE REGIONAL HIGH SCHOOL ATHLETIC FUNDRAISING ACTIVITY REQUEST FORM

In order to place an activity on the Athletic Department calendar, this form must be made out and submitted at least two weeks in advance of the activity to the Athletic Department. If the school facilities are needed a Use of Facilities form must also be filled out.

Name of Booster Organization	TRHS Volleyball Boosters (EHLIS)
Contact Person	Lana Szejkowski
Telephone #	603-965-6439
Activity Proposed	Sponsor Banner
Facilities Needed	Gym
Activity Date	Each home game
Time	
Location of Activity	
# of Students Involved	
# of Adults Supervising	
Estimated Profit	

Description or Purpose: ☐ Ad Book ☐ Tag Day ☐ Concession ☐ Clinic ☒ Other

Please Describe VB boosters would like to hang a banner during each home game w/ our sponsor logos

Required Signatures:

Athletic Director: [Signature]

Date: 6/30/23

Head Coach: [Signature]

Date: 06/28/23

Town Official: _____

Date: _____

Other: _____

Date: _____

If you are fundraising during school hours, a school activity request must also be filled out.

(SIGN SPONSORSHIPS-PLEASE TURN OVER FOR DETAILED DESCRIPTION)

1. The Location of any Signs incorporating Businesses:

On gym wall, under scoreboard. Will be removed after each game.

2. The size of any signage:

Approx 4'x6'

3. The cost to the business:

\$100 sponsorship fee

4. Are there limits to the number of signs/businesses to be posted. PLEASE EXPLAIN

no limit

5. How will the profits be used by the Booster Club

Profits will be used for team warmups and bus to Keene.

Please note that the Timberlane School District reserves the right to remove any signs at any time.

The Timberlane Regional School District does not approve of any signage promoting Drug, Alcohol, or Tobacco products.

TIMBERLANE REGIONAL HIGH SCHOOL ATHLETIC FUNDRAISING ACTIVITY REQUEST FORM

In order to place an activity on the Athletic Department calendar, this form must be made out and submitted at least two weeks in advance of the activity to the Athletic Department. If the school facilities are needed a Use of Facilities form must also be filled out.

Name of Booster Organization	Timberlane Softball Boosters
Contact Person	Jillian Salafia
Telephone #	603-303-3461
Activity Proposed	Sponsor Signs
Facilities Needed	Varsity and JV Softball
Activity Date	Spring 2024
Time	N/A
Location of Activity	Varsity and JV Softball Field Fences
# of Students Involved	N/A
# of Adults Supervising	2-3
Estimated Profit	\$3,000

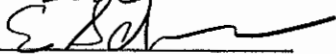
Description or Purpose: ☐ Ad Book ☐ Tag Day ☐ Concession ☐ Clinic ☒ Other

Please Describe Sponsor Signs

Required Signatures:

Athletic Director: 

Date: 7/10/23

Head Coach: Eric Schoenenberger 

Date: 7/10/23

Town Official: _____

Date: _____

Other: _____

Date: _____

If you are fundraising during school hours, a school activity request must also be filled out.

(SIGN SPONSORSHIPS-PLEASE TURN OVER FOR DETAILED DESCRIPTION)

1. The Location of any Signs incorporating Businesses:

Fence of both the JV and Varsity softball fields

2. The size of any signage:

3 x 5

3. The cost to the business:

\$200 - \$400 depending on sponsorship

4. Are there limits to the number of signs/businesses to be posted. PLEASE EXPLAIN

No

5. How will the profits be used by the Booster Club

Senior scholarships, indoor pre-practice space, Keene bus, banquet, team bonding events

Please note that the Timberlane School District reserves the right to remove any signs at any time.

The Timberlane Regional School District does not approve of any signage promoting Drug, Alcohol, or Tobacco products.

TIMBERLANE REGIONAL HIGH SCHOOL

ATHLETIC FUNDRAISING ACTIVITY REQUEST FORM

In order to place an activity on the Athletic Department calendar, this form must be made out and submitted at least two weeks in advance of the activity to the Athletic Department. If the school facilities are needed a Use of Facilities form must also be filled out.

Name of Booster Organization	Timberlane Football Boosters
Contact Person	Jaclyn M. Kelley
Telephone #	603-553-1144
Activity Proposed	Sign Sponsorships/Advertisement
Facilities Needed	N/A
Activity Date	2023 Fall Season
Time	Friday Night Home Games
Location of Activity	Football Field
# of Students Involved	N/A
# of Adults Supervising	N/A
Estimated Profit	Unknown

Description or Purpose: ☐ Ad Book ☐ Tag Day ☐ Concession ☐ Clinic ☒ Other
Please Describe Sign Sponsorships/Advertisement

Required Signatures:

Athletic Director: [Signature]

Date: 6/30/23

Head Coach: [Signature]

Date: 6/29/2023

Town Official: _____

Date: _____

Other: Jaclyn M. Kelley

Date: 06/30/2023

If you are fundraising during school hours, a school activity request must also be filled out.

1. The Location of any Signs Incorporating Businesses:

Football Field Fence

2. The size of any signage:

9' x 2'

3. The cost to the business: 2 Options:

Gold Level: \$500.00

Platinum Level: \$1,000.00

4. Are there limits to the number of signs/businesses to be posted. PLEASE EXPLAIN

NO

5. How will the profits be used by the Booster Club

Apparel, Scholarships, Away Game Food/Drinks Etc.

Please note that the Timberlane School District reserves the right to remove any signs at any time.

The Timberlane Regional School District does not approve of any signage promoting Drug, Alcohol, or Tobacco products.

TIMBERLANE REGIONAL HIGH SCHOOL ATHLETIC FUNDRAISING ACTIVITY REQUEST FORM

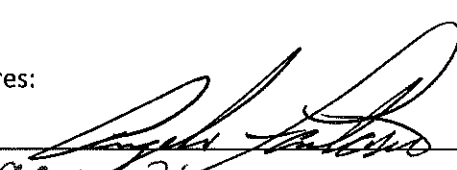
In order to place an activity on the Athletic Department calendar, this form must be made out and submitted at least two weeks in advance of the activity to the Athletic Department. If the school facilities are needed a Use of Facilities form must also be filled out.

Name of Booster Organization	Timberlane Baseball
Contact Person	Alex Horgan, TBD
Telephone #	(603) 686-2850
Activity Proposed	Sign Sponsors
Facilities Needed	Large Fence in Baseball Left Field (K-13)
Activity Date	3/19/23 - 6/10/23
Time	—
Location of Activity	N/A
# of Students Involved	35
# of Adults Supervising	—
Estimated Profit	\$ 1,000 - 3,000

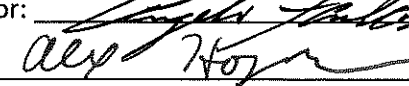
Description or Purpose: ☐ Ad Book ☐ Tag Day ☐ Concession ☐ Clinic ☒ Other

Please Describe Signs to be hung on fence

Required Signatures:

Athletic Director: 

Date: 7/10/23

Head Coach: 

Date: 7/10/23

Town Official: _____

Date: _____

Other: _____

Date: _____

If you are fundraising during school hours, a school activity request must also be filled out.

(SIGN SPONSORSHIPS-PLEASE TURN OVER FOR DETAILED DESCRIPTION)

1. The Location of any Signs incorporating Businesses:

Left Field tall fence of Varsity Baseball Field

2. The size of any signage:

5 x 7

3. The cost to the business:

\$100 - 250

4. Are there limits to the number of signs/businesses to be posted. PLEASE EXPLAIN

One per company

5. How will the profits be used by the Booster Club

Profits will be used to benefit the baseball team for needs throughout the season. (Bus, gear, equipment, etc.)

Please note that the Timberlane School District reserves the right to remove any signs at any time.

The Timberlane Regional School District does not approve of any signage promoting Drug, Alcohol, or Tobacco products.

TIMBERLANE REGIONAL HIGH SCHOOL ATHLETIC FUNDRAISING ACTIVITY REQUEST FORM

In order to place an activity on the Athletic Department calendar, this form must be made out and submitted at least two weeks in advance of the activity to the Athletic Department. If the school facilities are needed a Use of Facilities form must also be filled out.

Name of Booster Organization	Timberlane Soccer Boosters
Contact Person	Priscilla Watts
Telephone #	978-807-7812
Activity Proposed	Sponsorship Banners
Facilities Needed	Fence behind Varsity Soccer Field
Activity Date	Fall 2023 Soccer Season
Time	Ongoing
Location of Activity	Varsity Soccer Field at High School
# of Students Involved	N/A
# of Adults Supervising	2-4 parents hanging signs
Estimated Profit	\$2500

Description or Purpose: ___ Ad Book ___ Tag Day ___ Concession ___ Clinic X Other

Please Describe: To raise funds for the High School Boys and Girls Soccer Program

Required Signatures:

Athletic Director:  Date: 7-13-23

Head Coach:  Date: 7-13-23

Town Official: _____ Date: _____

Other: _____ Date: _____

If you are fundraising during school hours, a school activity request must also be filled

out. **(SIGN SPONSORSHIPS-PLEASE TURN OVER FOR DETAILED DESCRIPTION)**

1. The Location of any Signs incorporating Businesses: Fence behind Varisty Soccer Field

2. The size of any signage: 2.5 x 5'

3. The cost to the business: \$400

4. Are there limits to the number of signs/businesses to be posted. PLEASE EXPLAIN
No

5. How will the profits be used by the Booster Club: Senior Scholarships, End of year Banquet, Senior Night expenses, Hudl service, ect.

Please note that the Timberlane School District reserves the right to remove any signs at any time.

The Timberlane Regional School District does not approve of any signage promoting Drug, Alcohol, or Tobacco products.



EXECUTIVE SUMMARY - Director of Music and the PAC

Background and Rationale

Recommendation: Change current title of Director of Music to Director of Music and the Performing Arts Center.

This recommendation is a result of successive meetings with the current Director of Music and District-level administration and is an effort to become more streamlined in practice while cutting costs without an adverse impact to students. Over the last two years, mostly driven by the nature of an administrator position, certain PAC responsibilities fell to the administrator despite the intention of the original job descriptions that separated the Director of Music (admin) from the PAC Coordinator (staff). This movement can allow for a reduction in the responsibilities of the PAC Coordinator to that of 'Lead' at out-of-district and non-music department evening district events. The added responsibilities formally assumed by the Director of Music requires a return to a 20% teaching load compared to the current 40% teaching load. Recent staffing changes in the music department allow for this reduction without impact to the classroom and this structure would provide greater opportunity for administrative support to music educators district-wide. In the end, the PAC would continue its same level of operation at a \$10,000 decrease in staffing costs.

Respectfully Submitted,
Justin Krieger
Interim Superintendent



July 20th, 2023

EXECUTIVE SUMMARY

INFORMATIONAL UPDATE

Elementary Enrollment projections 23-24

The purpose of this summary is to update the board on current enrollment projections based on known registrations and withdrawals.

Atkinson Academy

	projected student #s	# of staff	class size anticipated	maximum class size
Pre-K	27	1	15/12	17
K	48* FD / 16 HD	3.5	16/16/16/ HD 16	20

	projected student #s	# of staff	class size anticipated	maximum class size
Grade 1	49	3	17/16/16	20
Grade 2	57	3	19/19/19	23
Grade 3	61	3	21/20/20	23
Grade 4	65	3	22/22/21	26
Grade 5	58	3	20/19/19	26

Danville School

	projected student #s	# of staff	class size anticipated	maximum class size
Pre-K	14	.5	14	17
K	28 FD / 9 HD	2.5	14/14/ HD 9	20



NH School Administrative Unit 106 | Timberlane Regional School District

30 Greenough Road, Plaistow, NH 03865 Voice: (603) 382-6119 Fax: (603) 382-3334

[Timberlane.net](https://www.timberlane.net)

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Danville School continued

	projected student #s	# of staff anticipated	class size anticipated	maximum class size
Grade 1	40	3	14/13/13	20
Grade 2	46	2	23/23	23
Grade 3	48	3	16/16/16	23
Grade 4	52	2	26/26	26
Grade 5	37	2	19/18	26

Pollard School

	projected student #s	# of staff anticipated	class size anticipated	maximum class size
Pre-K	28	1	16/12	17
K	53 FD / 21 HD	4	18/18/17/ HD 13/8	20

	projected student #s	# of staff anticipated	class size anticipated	maximum class size
Grade 1	77 (W)	4	20/19/19/19	20
Grade 2	89 (W)	4	23/22/22/22	23
Grade 3	68 (PP)	3	23/23/22	23
Grade 4	71	3	24/24/23	26
Grade 5	77 (PP)	3	26/26/25	26



NH School Administrative Unit 106 | Timberlane Regional School District

30 Greenough Road, Plaistow, NH 03865 Voice: (603) 382-6119 Fax: (603) 382-3334

Timberlane.net

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[@TimberlaneRSD](https://www.instagram.com/TimberlaneRSD)

[@TimberlaneRSD](https://www.twitter.com/TimberlaneRSD)

The Learning Center at Sandown Central

	projected student #s	# of staff anticipated	class size anticipated	maximum class size
Preschool	39	2	14/13/12	12
Pre-K	36	2	14/14/8	17
K	48 FD / 16 HD	4	16/16/16/ HD 16	20

Sandown North

	projected student #s	# of staff anticipated	class size anticipated	maximum class size
Grade 1	68	4	17/17/17/17	20
Grade 2	79	4	20/20/20/19	23
Grade 3	71	4	18/18/18/17	23
Grade 4	64	3	22/21/21	26
Grade 5	59	3	20/20/19	26

- Danville School grades 2 and 4 have met capacity, as per policy IIB.
- Pollard School grades 3 and 5 remain pressure points, by being one student away from capacity, while grades 1 and 2 are on watch due to being three students away from meeting capacity.

Respectfully submitted,

Lucy Canotas, Director of Elementary Education



July 17, 2023

Executive Summary – Donation to the TRHS Peer to Peer Outreach of \$750.00 from the Atkinson Women's Civic Club.

Timberlane Regional High School Student Assistance Program is pleased to announce that "Peer to Peer" substance abuse prevention programs such as Peer Outreach, Life of an Owl will continue to be offering opportunities for Positive Youth Leadership Development and empowering youth with the skills necessary to provide support to one another when they may be experiencing mental health distress.

As we prepare for programming this year, I am asking the school board to accept a \$750.00 donation from the Atkinson Women's Civic Club, who have been long term supporters and partners in prevention of substance abuse here at the High School. This donation will be used to support the Teen Mental Health First Aid Course that will be offered to students this year, for workbooks and supplies. Also prizes and incentives that will be used for various campaigns such as Red Ribbon Week, Great American Smoke Out, Alcohol Awareness Month, Mental Health Awareness Month. Designing and purchasing materials for promoting the new **9-8-8** mental health and substance abuse crisis number will also be a focus for our youth.

Respectfully submitted by,

Patti Mangini

SCHOOL FOOD SERVICE AGREEMENT

BETWEEN

TIMBERLANE REGIONAL SCHOOL DISTRICT

AND

WHITSONS NEW ENGLAND, LLC.

SCHOOL YEAR 2023-2024



SCHOOL FOOD SERVICE AGREEMENT

Date: July 1, 2023

Client: Timberlane Regional School District

Contractor: Whitsons New England, LLC

School Sites: Atkinson Academy, Danville Elementary, Pollard School,

Sandown North, Sandown Central, Timberlane Regional Middle School,

Timberlane Regional High School

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Section 7. Laws, License, Taxes

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Section 9. Financial Arrangements; Accounting

Section 10. Terms, Renewal, Termination

Section 11. Notice

Section 12. Relationship; Confidentiality of Records

Section 13. Non-Discrimination

Section 14. Miscellaneous



ARTICLE I INTRODUCTION

- 1.1 Date of and Parties to the Agreement. This agreement, dated 7/1/2023 is between Timberlane Regional School District, hereafter called the School Food Authority (SFA), and Whitsons New England Inc. (the FSMC).
- 1.2 Purpose of Agreement. This agreement sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
- 1.3 Duration of Contract. The initial term of this agreement commences on 7/1/2023 and continues until 6/30/2024, unless terminated by either Party as hereinafter provided. The original Contract began on July 1, 2022. The agreement is subject to four (4) additional one-year renewals upon the consent of both parties. **This document represents the FIRST renewal option.** [as referenced in 7 CFR § 210.16 (d)]

ARTICLE II RELATIONSHIP OF THE PARTIES

- 2.1 Independent Contractor. The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
 - A. The Food Service Management Company shall maintain such records as the school food authority will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), United States Department of Agriculture (USDA) and the State Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. **[Recordkeeping, as referenced in 7 CFR § 210.23(c), 7 CFR § 210.16(c)(1), 2 CFR 200 and 2 CFR § 200.333(a) Formerly in 7 CFR § 3016.42, 3019.53]**
 - B. The FSMC shall to the maximum extent possible, utilize USDA donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. [as referenced and in accordance with 7 CFR § 210.16(a)(6)]
 - C. The FSMC shall have **State and/or Local Health Certification** for any facility outside the school in which it proposes to prepare meals and the Food Service Management Company shall maintain this **Health Certification** for the duration of the contract. The FSMC must meet all applicable **State and Local Health Regulations** in preparing and serving meals at the SFA facility. [as referenced in 7 CFR § 210.16(c)(2) and 7 CFR § 210.16(a)(7)]



- D. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this agreement. The FSMC agrees that it will perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- E. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.
- F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of this agreement.
- G. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.
- H. The FSMC shall provide their written Code of Conduct to the SFA. **2 CFR § 200.318(c), formerly in 7 CFR § 3016.36(b)(3) or 7 CFR § 3019.42**, as applicable.
- I. The FSMC shall provide their written Procurement Procedures to the SFA.
- J. The FSMC shall provide the information and supporting documentation needed for the SFA to complete the Non-Program Food Revenue tool.

2.3 SFA - Responsibilities.

The SFA shall:

- A. Ensure that the food service operation is in conformance with the school food authority's agreement under the Program [as referenced in **7 CFR § 210.16(a)(2)**]
- B. Monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations [as referenced in **7 CFR § 210.16(a)(3)**]
- C. Retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals [as referenced in **7 CFR § 210.16(a)(4)**]
- D. Retain signature authority on the State agency-School Food Authority agreement, free and reduced price policy statement and Claims for Reimbursement [as referenced in **7 CFR § 210.16(a)(5)**]



- E. Retain title to all USDA donated foods; and ensure that all USDA donated foods made available to the FSMC, including processed USDA donated foods, accrue only to the benefit of the School Food Authority's nonprofit school food service and are fully utilized therein. All refunds and rebates received from processors regarding USDA foods must be retained by the SFA [as referenced in **7 CFR § 250.51(a) and (b), 7 CFR § 210.16(a)(6); 7 CFR § 250.50(a)**]
- F. Maintain all applicable Health Certification and assure that all State and Local Regulations are being met by the Food Service Management Company preparing or serving meals at a School Food Authority facility [as referenced in **7 CFR § 210.16 (c)(2), 7 CFR § 210.16(a)(7)**]
- G. Establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning [as referenced in **7 CFR § 210.16(a)(8)**]
- H. Make reasonable regulations with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given;
- I. Retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation and retain control for establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals; [as referenced in **7 CFR § 210.16(a)(4)**]
- J. Retain signature authority and be responsible for all contractual agreements entered into in connection with the school nutrition program. [as referenced in **7 CFR § 210.21**];
- K. Ensure resolution of program review and audit findings. [as referenced in **7 CFR § 210.9(b)(17)**].
- L. The FSMC shall adhere to the 21-day cycle menu that was provided in the RFP or in the FSMC's proposal. [as referenced in **7 CFR § 210.16 (b)(1)**]
- M. Provide detailed specifications for each food component or menu item specified in **7 CFR Part 210**, and include these specifications in the IFB or RFP. [as referenced in **7 CFR § 210.16(c)(3)**]
- N. Maintain applicable Health Certification and be assured that the FSMC is meeting all State and Local Regulations in preparing or serving meals at any location other than the facilities. [as referenced in **7 CFR § 210.16 (c)(2), 7 CFR § 210.16(a)(7)**]
- O. Develop, distribute, and collect the parent letter and application for free and reduced price meals. [as referenced in **7 CFR § 245.6**]



- P. Determine eligibility and verify applications for free and reduced price meals benefits and will conduct any hearings related to such determinations. [as referenced in **7 CFR § 245.6, 6a, 7, 10]**
- Q. Assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. [as referenced in **7 CFR § 210.9(b)(15)**].
- R. Maintain responsibility for securing processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. [as referenced in **7 CFR § 250.15]**
- S. Allowable costs. The SFA shall ensure that allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority; the FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and program regulations [as referenced in **7 CFR § 201.21(f)(1)(i), 7 CFR parts 210, 215, 220, 245 and 250, 2 CFR 200** and FFVP, as applicable] Departmental and Program Regulations and Office of Management and Budget Cost Circulars (A-87 cost Principles for State, Local Governments and Indian Tribal Governments, or A-122 Cost Principles for Non-profit Organizations, as applicable).

The FSMC must separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable and the amount this is unallowable.

- T. Discounts, Rebates and Other Applicable Credits. The SFA shall ensure that the FSMC will identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and has individually identified the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. This information must be supplied on a monthly basis.

The SFA shall ensure that the FSMC will identify the method by which it will report discounts, rebates and other credits allocable to the contract that are not reported prior to conclusion of the contract.

The SFA shall ensure that the FSMC will maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation, including contracts between the FSMC and their vendors, upon request to the SFA, the State agency, or the United States Department of Agriculture. The SFA shall ensure that the FSMC returns the value of all discounts, rebates and other applicable credits allocable to the contract to the SFA.

- U. The SFA must maintain a nonprofit school food service account and observe the requirements for, and limitations on, the use of nonprofit school food service revenues set forth in **7 CFR § 210.14** and the limitations on any competitive school food service as set forth in **7 CFR § 210.11 [as referenced in 7 CFR § 210.9(b)(1)]**
- V. Maintain responsibility for the implementation of free and reduced price policy in accordance with the **7 CFR § 210.16(a)(5) and 7 CFR 245.**



ARTICLE III FOOD SERVICE PROGRAM

- 3.1 Location. The FSMC shall prepare and serve meals for the schools listed in Appendix A. The SFA and the FSMC may agree to add other locations.
- 3.2 **Calendar.** All meals will be provided in accordance with the approved calendar, **attached as Appendix B.** For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. [as referenced in **7 CFR § 210.16 (b)(1)**].
- 3.3 Meal Program. The FSMC shall provide nutritious, high-quality **(check only available options):**
- | | |
|--|--|
| ☒ Breakfasts (SBP) | ☒ Lunches (NSLP) |
| ☐ Snacks (At-Risk Afterschool Snack - NSLP) | ☐ Milk Service Only (SMP)
Special Milk Program |
| ☒ A La Carte Food (Smart Snacks) | ☒ Vending (Smart Snacks) |
| ☐ **Breakfast/Lunch (SFSP: Summer Food Service Program / NSLP SSO: Seamless Summer Option) | ☐ Fruit/Vegetables (FFVP)
Fresh Fruit and Vegetables Program |
| ☐ Supper (At-Risk Afterschool Program CACFP) | ☐ After School Snack Program (ASSP) |
| ☐ Vended Meals | |

in accordance with the following terms:

- A. In order to offer A La Carte (Smart Snacks) food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children. [as referenced in **7 CFR § 210.16(a)**]
- B. All reimbursable lunches, breakfasts and snacks shall meet the qualifications for USDA reimbursement as referenced in **7 CFR § 210.10, 220.8, 225.16, and 226.20**, et seq. **(Delete reference(s) to programs you do not offer.)**
- C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. [as referenced in **7 CFR § 210.16 (a)(5)**]
- D. The FSMC shall collect gross sale receipts, on behalf of the SFA, for meals, a la carte items, and vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.



- E. The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products for use in meals served in the NSLP in compliance with the Buy American Provision [as referenced in **7 CFR § 210.21(d)(2)(i)**, **7 CFR 250(d)** and **7 CFR Part 250**]. **[Definition of domestic commodity or product:** (i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.]
- 3.4 Nutrition Awareness Programs. In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties and participate as a member of the School Wellness Committee.
- 3.5 Special Diets. The FSMC shall, in accordance with SFA policy, supply special diets for students where medically necessary and when prescribed by a licensed physician.
- 3.6 Advisory Board. The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service programs.
- 3.7 Catering. Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. The FSMC shall submit catering invoices by the end of the current month. Costs of catered functions shall not be supported by the nonprofit foodservice account funds. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month. The FSMC shall provide a method which delineates the cost allocation for special functions conducted outside the nonprofit school food service. The method should demonstrate that labor costs are not being double billed for program meals and special function meals.
- 3.8 Environmental Protection Agency Compliance. In performance of this agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [as referenced in **2 CFR 200**, **42 U.S.C. 7401-7671 q.** and **33 U.S.C. 1251-1387, Appendix II of 2 CFR 200(G)**].
- 3.9 Energy Policy and Conservation Act Compliance. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the Energy Policy and Conservation Act. [as referenced in **2 CFR 200**].
- 3.10 Contract Work Hours and Safety Standards Act Compliance. In performance of this agreement, and as employer for all management food service employees, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. [as referenced in **2 CFR 200**, **40 U.S.C. 3701-3708, Appendix II of 2 CFR § 200 (E)**].



- 3.11 Debarment Certification. The FSMC shall complete and submit to the SFA the federal Certification Regarding Debarment. The certification must also accompany the four (4) additional one-year renewals. [as referenced in **2 CFR 200, 2 CFR § 200.213 and 2 CFR § 180.300** (see also **Appendix II to 200, Section H**) as adopted and modified by USDA regulations at **2 CFR 417**].
- 3.12 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [as referenced in **31 U.S.C. 1352, Appendix II of 2 CFR 200(I)** See **Appendix B to 3018-Disclosure Form to Report Lobbying, Appendix II to 2 CFR 200(I) and 3018.110**].
- 3.13 Donated Foods (Additional language required as a result of the Final Rule effective November 6, 2008, as referenced in 7 CFR 250 Management of Donated Foods in Child Nutrition Programs, The Nutrition Services Incentive Program, and Charitable Institutions.)
- A. The FSMC will provide the following services in relation to commodity foods
 1. Preparing and serving meals
 2. Ordering or selection of donated foods, in coordination with the SFA and as referenced in **7 CFR § 250.52**
 3. Storage and inventory management of donated foods as referenced in **7 CFR § 250.52**
 4. Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA, as referenced in subpart **C of 7 CFR 250**
 - B. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in processed end products on to the SFA. [in accordance with the contingencies in **7 CFR §250.51(a)**]
 - C. The FSMC shall credit for donated foods by disclosure, i.e., the FSMC shall credit the SFA for the value of donated foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMA shall use the USDA's [November 15th] list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the SFA on its invoices. **7 CFR §250.51(c)**
 - D. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in SFA's food service operations.



- E. The FSMC must meet the general requirements as referenced in **7 CFR § 250.14(b)** for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for donated foods.
- F. Upon the termination of this Agreement, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- G. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's meal service in the school year, in accordance with **7 CFR § 205.51 (a) and (b)**. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- H. The FSMC must ensure compliance with the requirements as referenced in subpart **C of 7 CFR part 250** and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- I. The FSMC will not enter into the processing agreement with the processor as referenced in subpart **C of 7 CFR 250**.
- J. The distributing agency, sub-distributing agency, SA or SFA, the Comptroller General or the US Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- K. The FSMC will maintain records to document its compliance with requirements relating to donated foods [in accordance with and referenced in **7 CFR § 250.54(b)**].
- L. Any extension or renewal of the Agreement is contingent upon fulfillment of all provisions in this Agreement relating to donated foods.
- M. The FSMC must maintain the following records relating to the use of donated foods:
 - 1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
 - 2. Documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements as referenced in



7 CFR § 250.51(a), the value of donated foods contained in processed end products; and

3. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- N. The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as referenced in **7 CFR parts 210, 225, 226, or 250**, as applicable.
- O. The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements as referenced in **7 CFR 250.51(a)**, the value of donated foods contained in processed end products.
- P. The FSMC will assure that USDA donated foods are not used for special functions conducted outside the nonprofit school food service.
- Q. The FSMC will use all other donated foods or will use commercially purchased foods of the same generic identify, of U.S. Origin, and of equal or better quality than the donated foods, in the SFA's food service.
- R. The FSMC shall assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart **C of 7 CFR Part 250** and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- S. Any Activities relating to donated foods that the Food Service Management Company will be responsible for, in accordance with **7 CFR § 250.50(d)** and assurance that such activities will be performed in accordance with the applicable requirements in **7 CFR 250**.

ARTICLE IV MANAGEMENT AND PERSONNEL

- 4.1 FSMC Management and Professional Employees. The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein.
- 4.2 Non-Management Employees. All non-management food service employees shall be employees of the SFA or FSMC. The FSMC managers shall direct and supervise SFA food service employees.



- 4.3 Student Workers. The SFA has a policy of providing work experience for appropriate students as part of the educational curriculum. In furtherance of that policy, the SFA may assign students for work in the food service operation in such numbers as are agreed upon between the SFA and the FSMC.
- 4.4 Payroll and Taxes. The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.
- 4.5 Workers' Compensation Insurance. The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 4.6 Nondiscrimination. The SFA and the FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). [as referenced in **2 CFR 200**]
- 4.7 Fingerprinting Requirements. The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.
- 4.8 The FSMC will assure conformance with all civil rights requirements that are applicable to the SFA. **(FNS Instruction 113 Section X and Child Nutrition Programs)**
- 4.9 The FSMC shall ensure that all food service employees are in compliance with USDA Professional Standards
- 4.10 The SFA shall verify that all FSMC food service employees are in compliance with USDA Professional Standards.
- 4.11 The SFA shall ensure that all SFA food service employees are in compliance with USDA Professional Standards.

ARTICLE V INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

- 5.1 Inventories of Food and Supplies. The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this Agreement. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by FSMC on behalf of the SFA in performance of this agreement shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.



- 5.2 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the Agreement year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.
- 5.3 Office Facilities. The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this agreement. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this agreement, ordinary wear and tear excepted.
- 5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities.
- A. The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items. The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area.
- B. The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from the designated refuse collection area.
- C. If the SFA is unable to perform any of its responsibilities described in subparagraph B above, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.
- 5.5 Maintenance. The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain the food service facilities and equipment.
- 5.6 Condition of Facilities and Equipment. The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this agreement shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.



- 5.8 Nonconforming Facilities and Equipment. Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or owned equipment which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.

ARTICLE VI FINANCIAL AND PAYMENT TERMS

- 6.1 Billing for Reimbursements, Administrative Fee, and Management Fee. (A) The FSMC must separately identify for each cost submitted for payment to the school food authority the amount of the cost that is allowable (can be paid from the nonprofit food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account). The FSMC shall submit supporting documents and invoice to the SFA monthly for the following direct, actual costs, administrative fee and management fee.
- A. The actual and direct costs for the wages, taxes, and benefits of the food service director and other management employees on the FSMC's payroll.
- B. Direct operating costs paid by the FSMC arising from performance of this agreement. Direct operating costs are defined as:
- Food and supply purchases by the FSMC necessary to perform this agreement
 - Food service program travel and mileage costs incurred
 - Advertising and promotions within the SFA
 - The FSMC's insurance necessary for performance of this agreement [delete if not included as part of the bidding/proposal process]
 - Service business and occupation tax
 - Employee training and development costs
 - Laundry, linen, and uniforms
 - Licenses and permits for performance of this agreement
 - Commodity delivery charges and storage rental
 - Service business and occupation tax
 - Sales and use tax, if applicable
 - Technology expenses, including hardware, software and licensing fees
 - Fingerprinting and background checks as required
 - Minor Repairs
 - Vehicle cost and operating expense (including fuel charges, maintenance and insurance), to the extent applicable to this Agreement
 - Office supplies, printing, postage and telephone expense
 - Depreciation of FSMC investment, if any, on a straight-line basis
 - Other expenses necessary for the performance of this Agreement, as mutually agreed
- C. The FSMC's Management Fee of \$3,243 per month for ten (10) months. The following functions are the FSMC's responsibility and will be included in such fees: Overhead Allowance, and supervision of FSMC employees by executives not assigned to the food service operation



- D. The FSMC's Administrative Fee of \$6,486 per month for ten (10) months. The following functions are the FSMC's responsibility and will be included in such fees:
- Corporate supervision
 - Financial reporting and analysis
 - Field auditing
 - Marketing Assistance
 - Purchasing administration
- E. The FSMC's Administrative and/or Management Fee will be reduced to cover any loss in the food service account. If the loss exceeds the amount paid for the Administrative and/or Management fee, then the FSMC shall reimburse the food service account, making it whole.
- F. Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:
- Reports filed to the State
 - Corporate income tax
- 6.2 Invoice Due Date. The FSMC will invoice the SFA for the amount of the food service budget (including operating costs, Management Fee and Administrative Fee) in ten (10) equal monthly installments, starting on August 31, 2023, which invoices will be due and payable by the SFA within ten (10) days from the date of submission. The last invoice submitted by the FSMC at the end of the school year shall contain any necessary adjustment and reconciliation of actual costs against budget. The SFA shall promptly notify FSMC of any disputed amounts and the reason for such dispute. The SFA and FSMC agree to cooperate with each other in good faith to resolve all such disputes. In any event, the SFA shall pay that portion of any invoice that is undisputed. FSMC shall be entitled to charge the SFA, and the SFA shall pay, a late payment fee on any invoiced amount that is past due, at rate (the "Interest Rate") that is the lesser of (i) 1 ½ % per month or (ii) the maximum rate allowed by law, provided that such late payment fee shall be paid from the SFA's General Funds and not from the non-profit food service account. Some of the food products purchased on behalf of SFA in connection with the Food Service Program may be "Perishable Agricultural Commodities" within the meaning of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)) ("PACA"). Where applicable, (a) such food products are sold subject to the statutory trust authorized by section 5(c) of PACA and (b) FSMC retains a trust claim over these commodities and all inventories of food or other products derived from these commodities until full payment from SFA is received. In the event that FSMC incurs legal expense in enforcing its right to receive timely payment of invoices hereunder, SFA agrees to pay FSMC's reasonable attorney's fees and other costs, provided that such fees and costs shall not be paid from the non-profit food service account.
- 6.3 Break-Even Guarantee. The SFA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve financial break-even, defined as "generated program revenues will be sufficient to cover all actual and direct operating costs incurred." Actual and direct operating costs are as



described in paragraphs 6.1 A - E above. The food service program must be self-supporting and a no-cost operation for the District, shall meet all requirements of the National School Lunch (NSLP) and School Breakfast Programs (SBP) of the United States Department of Agriculture, and any other requirements promulgated by the United States or State of New Hampshire. FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP, on-site costs, all food costs, value of commodities used, and management fee. If total FSMC costs exceed total revenue on an annual basis, the administrative management fee shall be reduced by the amount of the overrun. The FSMC shall be responsible for all operational losses exceeding the amount of its fee.

- 6.4 Operating Statements. The FSMC shall submit monthly operating statements to the SFA by the tenth (10th) of the next month. This statement shall reflect all activity for the previous calendar month.
- 6.5 Renegotiation of Financial Terms. The renegotiation of price terms under this agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this agreement are based, then those price terms so affected may be renegotiated by the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the agreement. **All material changes must be approved by the State Agency prior to this implementation (2CFR § 200.324(b)(5)).**
- 6.6 FSMC Investment. The FSMC shall purchase N/A in an amount not to exceed N/A. The FSMC shall amortize the Investment on a straight-line basis over five (5) years, commencing with the date the Investment is placed in service. Such amortization shall be charged as an Operating Expense. Title to the Investment shall be vested with the SFA when it is placed in service.
- If the Agreement expires or is terminated prior to the complete amortization of the Investment, the SFA shall on the expiration date, or within N/A days after receipt by either party of any notice of termination or non-renewal of this Agreement either: (i) retain the Investment and continue to make payments to the FSMC in accordance with the agreed upon monthly amortization schedule; or (ii) return the Investment to the FSMC in full release of the unamortized portion of the Investment.
- 6.7 Availability of Funds. Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall
- 6.8



not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 6.9 Allowable costs. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and program regulations [as referenced in **7 CFR § 210.21(f)(1)(i), 7 CFR parts 210, 215, 220, 245 and 250, 2 CFR 200** and FFVP guidance, as applicable] Departmental and Program Regulations and Office of Management and Budget Cost Circulars (A-87 cost Principles for State, Local Governments and Indian Tribal Governments, or A-122 Cost Principles for Non-profit Organizations, as applicable);

- 6.10 Discounts, Rebates and Other Applicable Credits. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. This information must be supplied on a monthly basis.

The FSMC must identify the method by which it will report discounts, rebates and other credits allocable to the contract that are not reported prior to conclusion of the contract.

The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, the State agency, or the United States Department of Agriculture. The FSMC shall return the value of all discounts, rebates and other applicable credits allocable to the contract to the SFA.

- 6.10 FSMC records pertaining to the SFA shall be maintained at the SFA while the contract is in effect and for the required retention period at SAU #106 Offices, 30 Greenough Road, Plaistow NH 03865 while the contract is in effect and for the required retention period.
- 6.11 The FSMC shall provide all information and documentation needed by the Client to complete the Non-Program Food Revenue Tool (NPFR).

ARTICLE VII GENERAL TERMS AND CONDITIONS

- 7.1 Compliance With Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts. The FSMC shall adhere to all contract provisions references in 2CFR Part 200.326 and Appendix II of 2 CFR Part 200, formerly in 7 CFR 3016.36(i) or 7 CFR 3019.48(e) and Appendix A to 319, as



applicable. **The FSMC shall conduct program operations** as referenced in **7 CFR Parts 210 (National School Lunch Program), 220 (School Breakfast Program), 245 and 250, and FCS instructions and policy.**

7.2 National School Lunch Program. In order to assist the SFA's participation in the National School Lunch Program:

- A. Any federally donated commodities received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA's food service operation. Any commodity processing contracts shall be established by the SFA. All goods, services, and monies received as a result of rebate under a processing contract must be used in the SFA's nonprofit food service. as referenced in **7 CFR § 210.16 (a)(6)**. The FSMC shall maintain a perpetual inventory record of donated commodities.
- B. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet detailed specifications developed by the SFA, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within **48 hours** of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction **[as referenced in 7 CFR 210, 7 CFR § 210.16(c)(3)]**.
- C. The FSMC shall report the claim information to the SFA **promptly at the end of each month or more frequently as specified by the SFA.** [as referenced in **7 CFR § 210.16(c)(1)**].

7.3 Comprehensive Insurance. The FSMC shall obtain and keep in force during this agreement, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than one million dollars (\$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this agreement, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for **\$1,000,000** coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

7.4 Indemnity. Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.



7.5 Trade Secrets. The FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this agreement. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this agreement. Notwithstanding, the Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copy right in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. [as referenced in **2 CFR 200**].

7.6 Assignment. This agreement may not be assigned by either party, in whole or in part, without the written consent of the other party.

7.7 Notices. Any notice or communication required or permitted under this agreement shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the SFA:

Timberlane Regional School District
30 Greenough Road
Plaistow, NH 03865
Attention: Maria Watkins, Business Administrator

Notices to the FSMC:

Whitsons New England, LLC
1800 Motor Parkway
Islandia, NY 11749
Attention: Kelly A. Friend, Chief Operating Officer, Contract Management Division

Other persons or places may also be designated, in writing, by either of the parties, during the term of this agreement. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.

7.9 Catastrophe. With the exception of payment obligations for prior performance under this agreement, neither party shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [as referenced in **2 CFR 200**].



- 7.10 Termination for Cause. Either party may cancel the contract for cause by giving sixty (60) days notice in writing to the other party of its intention to do so. [as referenced in **7 CFR § 210.16 (d), Appendix II of 2 CFR § 200 (B)**].
- 7.11 Cure Period. If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 7.10 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this agreement. [as referenced in **2 CFR 200**].
- 7.12 Termination Without Cause. Either party may terminate the Agreement without cause. The party terminating the Agreement without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the Agreement without cause.
- 7.13 Rights Beyond Termination. The right of termination referred to in this agreement is not intended to be exclusive and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$X penalty; (iii) for a third violation, a \$Y penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [as referenced in **2 CFR 200, Appendix of 2CFR 200(A)**].
- 7.14 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.
- 7.15 Amendments to the Agreement. The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the agreement. The parties must mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add, or delete an Article or Appendix. Any amendment to this agreement must notify and submit to the State Agency for Approval.
- 7.16 Notification of Termination: The New Hampshire State Education Department Office of Nutrition Program Services shall be notified immediately of termination action and reason for termination.



- 7.17 Omission: Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- 7.18 If the FSMC makes the purchases in a cost-reimbursable contract, the prices charged the SFA will be reasonable, necessary and allocable. **(2 CFR § 200.400 series formerly in 2 CFR § 225)**
- 7.19 The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability.
- 7.20 The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.

The parties agree that the terms of this Contract shall be in accordance with the Request for Proposal (RFP) published by the Board and any amendments to the RFP, and the proposal submitted by the FSMC which are kept on file at the Board Offices and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal. **[You may have another item prevail, or include different language. The intent of this statement is to incorporate the RFP into the contract.]**

SO AGREED:

Signature of Food Service Management Company

Authorized Representative

TITLE [Click or tap here to enter text.](#)

DATE [Click or tap to enter a date.](#)

Signature of School Food Authority's

Authorized Representative

TITLE [Click or tap here to enter text.](#)

DATE [Click or tap to enter a date.](#)

Reviewed by State Agency:

Signature

Print Name

TITLE

DATE



τ In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

the program applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the



, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency



Appendix A

Timberlane Regional School District – Serving School List

Atkinson Academy
Danville Elementary School
Pollard School
Sandown Central
Sandown North Elementary School
Timberlane Regional Middle School
Timberlane Regional High School



Appendix B

School Calendar

Timberlane Regional School District

Atkinson, Danville, Plaistow, Sandown

2023 – 2024 School Calendar

The Mission of the Timberlane Regional School District is to engage all students in challenging and relevant learning opportunities, emphasizing high aspirations and personal growth.

	M	T	W	TH	F		M	T	W	TH	F
August	X	15-NTI	16-NTI	17-NTI	X	February				1	2
(4)	X	22-NT	23-B-PD*	24-D-PD*	X	(17)	5	6	ER	8	9
	28	29	30	31			12	13	14	15	16
							19	20	21	22	23
September					X		X	X	X	X	
(19)	X	5	6	7	8						
	11	12	13	14	15						
	18	19	20	21	22	March					X
	25	26	ER	28	29	(19)	4	5	6	7	8
							11	12	13	14	PD*
October	2	3	4	5	6		18	19	20	21	22
(21)	X	10	11	12	13		25	26	27	28	29
	16	17	18	19	20						
	23	24	ER	26	27						
	30	31				April	1	2	ER	4	5
						(17)	8	9	10	11	12
November			1	2	3		15	16	17	18	19
(17)	6	PD	8	9	X		X	X	X	X	X
	13	14	15	16	17		29	30			
	20	21	X	X	X						
	27	28	29	30		May			1	2	3
					1	(22)	6	7	8	9	10
December			ER	7	8		13	14	ER	16	17
(16)	4	5			15		20	21	22	23	24
	11	12	13	14	22		X	28	29	30	31
	18	19	20	21	X						
	X	X	X	X	X	June	3	4	5	6	7
						(8)	10	11	ER	MU	MU
January	X	2	3	4	5		MU	MU	MU	MU	
(20)	8	9	10	11	12						
	X	16	17	18	19						
	22	23	24	25	PD						
	29	30	31								

PD = Professional Development Day (no school for students)
 D-PD = District Professional Development NT=New Teacher Day
 B-PD = Building Level Professional Development
 X = Holiday/School Break MU= Make-Up Day ER= Early Release

Student Year = 180 days
 Teacher Year = 187 days
 New Teacher Year = 188 days
 TSSU Year = 183 days
 End of Quarter 1: November 1; Quarter 2: January 19; Quarter 3: April 2;
 Quarter 4: last day of school
 End of Trimester 1: November 29; Trimester 2: March 11; Trimester 3: last
 day of school

August 15-17 & 22 New Teacher Induction/Orientation
 August 23-24* Professional Development TTA & TSSU
 August 28 First Day of School
 September 1 Labor Day Extended
 September 4 Labor Day
 September 27 Early Release
 October 9 Columbus Day
 October 25 Early Release
 November 7 Professional Development TTA
 November 10 Veteran's Day Observed
 November 22-24 Thanksgiving Break
 December 6 Early Release

Dec 25-Jan 1 Holiday Break
 January 15 Martin Luther King Jr. Day
 January 26 Professional Development TTA
 February 7 Early Release
 Feb 26-Mar 1 Winter Break
 March 15* Professional Development TTA & TSSU
 April 3 Early Release
 April 22-26 Spring Break
 May 15 Early Release
 May 27 Memorial Day
 June 12 Last Day of School/Early Release

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: _____ a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee ____ Tier _____, if known Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle) (Attach Continuation Sheet(s))	10. b. Individuals Performing Services (including address if different from No. 10.a.) (last name, first name, middle) SF-LLL-A if Necessary)	
11. Amount of Payment (check all that apply): \$ _____ ____ Actual _____ Planned	13. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	
12. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	



**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
SF-LLL-A**

Reporting entity: _____ Page _____
_____ of _____



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, D.C. 20503.



Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contract Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name and Address of Organization

Name and Title of Submitting Official

Signature

Date



Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS OF REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any **one** of the following:

- Checking the Excluded Parties List found at the System for Award Management www.SAM.gov;
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

Organization Name

PR/Award Number of Project Name

Name and Title(s) of Authorized Representative(s)

Signature(s)

Date



Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.



ENERGY POLICY AND CONSERVATION ACT
CONTRACT ADDENDUM

Food Service Management Company (FSMC) and the School Food Authority

agree to comply with the Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

For: _____

FSMC

For: _____

SFA

Signature

Signature

Title

Title

Date

Date



Certificate of Independent Price Determination

Both the school food authority and the Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Name of School Food Authority

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offerors organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management
Company's Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of School Food Authority's
Authorized Representative

Title

Date

Note: Accepting a bidder's offer does not constitute award of the contract.



Whitsons Budget FY 2023-2024
For Timberlane Regional School District

Revenue	
Catering Sales	\$ 20,000
Breakfast Sales	\$ 52,892
Lunch Sales	\$ 723,598
Adult Sales	\$ 32,749
A la carte / vending sales	\$ 240,297
Reimbursements	\$ 409,127
Total Sales	\$ 1,478,663
Expenses	
Food Costs	\$ 589,705
Commodities received	\$ (135,365)
Paper Costs	\$ 51,933
Payroll	\$ 680,961
District Payroll	\$ 151,443
Operating Expenses	
Admin Fee	\$ 64,860
Advertising/Recruiting	\$ 1,400
Business Insurance	\$ 7,393
Smallwares	\$ 1,000
Licenses	\$ 850
Software License Fees	\$ 12,725
Office Supplies	\$ 750
Commodity trucking	\$ 5,000
Uniforms	\$ 3,165
Printing - promotional	\$ 600
Knife Sharpening	\$ 2,000
Education / Training	\$ 4,695
Other direct	\$ 2,842
Total Direct Operating Costs	\$ 107,280
Management Fee	\$ 32,430
Total Expense	\$ 1,478,387
Return To District	\$ 276



TRSD POLICY COMMITTEE'S RECOMMENDATIONS TO THE SCHOOL BOARD

July 20, 2023

Second Read/Adoption

Policy	Changes/Recommendations
AC Nondiscrimination, Equal Opportunity, and Anti-Discrimination Plan	No changes made since the first read. Reviewed by legal who made suggested edits to the policy.
BEDH Participation at School Board Meetings	No changes made since the first read. With the adoption of SB410 (codified as new RSA 189:74), school boards are now required to provide a minimum of 30 minutes of opportunity for public comment at most board meetings.
EF Food Service Management	No changes made since the first read. Revisions reflect lanuage from NHSBA's sample policy.

Timberlane Regional School District	Policy Code: AC
Adopted: 01-01-83 Revised: 02-24-05 Revised: 05-06-10 Revised: 11-06-14 Revised: 06-02-16 Revised:	Page 1 of 5

NONDISCRIMINATION, EQUAL OPPORTUNITY EMPLOYMENT AND DISTRICT ANTI-DISCRIMINATION PLAN

~~It is the policy of the School Board that there will be no discrimination on the basis of age, gender, gender identity and expression, including a transgender identity, race, creed, color, religion, marital status, sexual orientation, national ethnic origin, economic status, disability, veteran status, genetics, retaliation; and any other characteristic protected under applicable federal or state law for employment in, participation in, admission/access to, or operation and administration of any educational program or activity in the School District.~~

~~The District will not discriminate against any employee who is a victim of domestic violence, harassment, sexual assault, or stalking.~~

~~The Superintendent or his/her designee will receive all inquiries, complaints, and other communications relative to this policy and the applicable laws and regulations concerned with non-discrimination.~~

~~This policy of non-discrimination is applicable to all persons employed or served by the District. Any complaints or alleged infractions of the policy, law or applicable regulations will be processed through the grievance procedure. This policy implements PL 94-142, Section 504 of The Rehabilitation Act of 1973, Title II of The American with Disabilities Act, Title VI or VII of The Civil Rights Act of 1964, Title IX of The Education Amendments of 1972, and the laws of New Hampshire pertaining to non-discrimination.~~

~~**Legal References:-**~~

~~RSA 354-A:6, Opportunity for Employment without Discrimination a Civil Right~~

~~RSA 354-A:7, Unlawful Discriminatory Practices~~

~~The Age Discrimination in Employment Act of 1967~~

~~Title II of The Americans with Disabilities Act of 1990~~

~~Title VII of The Civil Rights Act of 1964 (15 or more employees)~~

~~RSA 186:11, XXXIII, Discrimination~~

~~RSA 275:71, Prohibited Conduct by Employer~~

~~Appendix: AC-R~~

A. Prohibition Against Discrimination of Students in Educational Programs and Activities.

Under New Hampshire law and Board policy, no person shall be excluded from, denied the benefits of, or subjected to discrimination in the District's public schools because of their age, sex, gender identity, sexual orientation, race, color, marital status, familial status, disability, religion, or national origin. Discrimination, including harassment, against any student in the District's education programs, on the basis of any of the above classes, or a student's creed, is prohibited. Finally, there shall be no denial to any person of the benefits of educational programs or activities, on the basis of any of the above classes, or economic status.

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Harassment of students other than on the basis of any of the classes or categories listed above is prohibited under Board policy JICK, Pupil Safety and Violence Prevention.

B. Equal Opportunity of Employment and Prohibition Against Discrimination in Employment.

The School District is an Equal Opportunity Employer. The District ensures equal employment opportunities without regard to age, color, creed, disability, gender identity, marital status, national origin, pregnancy, race, religion, sex, or sexual orientation. The District will employ individuals who meet the physical and mental requirements, and who have the education, training, and experience established as necessary for the performance of the job as specified in the pertinent job description(s).

Discrimination against and harassment of school employees because of age, sex, race, creed, religion, color, marital status, familial status, physical or mental disability, genetic information, national origin, ancestry, sexual orientation, or gender identity are prohibited. Additionally, the District will not discriminate against any employee who is a victim of domestic violence, harassment, sexual assault, or stalking.

C. Policy Application.

This Policy is applicable to all persons employed or served by the District. It applies to all sites and activities the District supervises, controls, or where it has jurisdiction under the law, including where it (a) occurs on, or is delivered to, school property or a school-sponsored activity or event on or off school property; or (b) occurs off of school property or outside of a school-sponsored activity or event, if the conduct interferes with a student's educational opportunities or substantially disrupts the orderly operations of the school or school-sponsored activity or event, as set forth in Board policy JICK, Pupil Safety and Violence Prevention. Examples of sites and activities include all District buildings and grounds, school buses and other vehicles, field trips, and athletic competitions.

D. District Anti-Discrimination Plan.

No later than October 15, 2020, the Superintendent shall develop and provide to the Board for approval, a coordinated written District Anti-Discrimination Plan (the "Plan") to include guidelines, protocols and procedures intended to prevent, assess the presence of, intervene in, and respond to incidents of discrimination.

Among other things, the Plan should include provisions, and recommendations with respect to resources, policies, complaint procedures, student education programs, Plan dissemination and training appropriate to carrying out the Plan objectives stated in the preceding paragraph. In developing the Plan, the Superintendent is encouraged to seek input from appropriate groups

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of the school and local community and coordinate with the District's Human Rights *[Non-Discrimination]* Officer and Title IX and 504 Coordinators.

No less than once every two years (off years from review of the District's Suicide Prevention Plan per Policy JLDBB), the Superintendent shall update the District Anti-Discrimination Plan, and present the same to the Board for review. Such Plan updates should be submitted to the Board in time for appropriate budget consideration.

E. Human Rights [or Non-Discrimination], Title IX, 504 and other Coordinators or Officers.

The Superintendent shall assure that District and or building personnel are assigned to the positions listed below. Each year, the Superintendent shall prepare and disseminate as an Appendix AC-E to this Policy an updated list of the person or persons acting in those positions, along with their District contact information, including telephone number, email, postal and physical addresses.

The Appendix will also include current contact for relevant state and federal agencies including:

U.S. Department of Education, Office of Civil Rights
U.S. Department of Agriculture, Office of Civil Rights
N.H. Human Rights Commission
N.H. Department of Justice, Civil Rights Unit
N.H. Department of Education, Commissioner of Education

F. Complaint and Reporting Procedures.

Any person who believes that he or she has been discriminated against, harassed, or bullied in violation of this policy by any student, employee, or other person under the supervision and control of the school system, or any third person who knows or suspects conduct that may constitute discrimination, harassment, or bullying, should contact the District Human Rights Officer, or otherwise as provided in the policies referenced below under this same heading.

Any employee who has witnessed, or who has reliable information that another person may have been subjected to discrimination, harassment, or bullying in violation of this policy has a duty to report such conduct to his/her immediate supervisor, the District Human Rights Officer, or as provided in one of the policies or administrative procedures referenced below under this same heading. Additionally, employees who observe an incident of harassment or bullying are expected to intervene to stop the conduct in situations in which they have supervisory control over the perpetrator, and it is safe to do so. If an employee knows of an incident involving discrimination, harassment, or bullying and the employee fails to report the conduct or take proper action or knowingly provides false information in regard to the incident, the employee will be subject to disciplinary action up to, and including, dismissal.

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Investigations and resolution of any complaints shall be according to the policies listed below and related administrative procedures or regulations. Complaints or reports regarding matters not covered in one or the other of those policies should be made to the District Human Rights Officer.

1. Reports or complaints of sexual harassment or sexual violence by employees or third-party contractors should be made under Board policy ACAB;
2. Reports or complaints of sexual harassment or sexual violence by students should be made under Board policy ACAA;
3. Reports or complaints of discrimination on the basis of disability should be made under Board policy ACE; except for complaints regarding facilities accessibility by disabled non-students or employees, which should be made under Board policy KED; and
4. Reports or complaints of bullying or other harassment of pupils should be made under Board policy JICK.

G. Alternative Complaint Procedures and Legal Remedies.

At any time, whether or not an individual files a complaint or report under this Policy, an individual may file a complaint with the Office for Civil Rights (“OCR”), of the United States Department of Education, or with the New Hampshire Commissioner for Human Rights.

1. Office for Civil Rights, U.S. Department of Education, 5 Post Office Square, 8th Floor, Boston, MA 02109-3921; Telephone number: (617) 289-0111; Fax number: (617) 289-0150; Email: OCR.Boston@ed.gov

Note: Complaints to OCR must be filed in writing no later than 180 days after the alleged act(s) of discrimination. OCR may waive its 180 day time limit based on OCR policies and procedures.

2. New Hampshire Commission for Human Rights, 2 Industrial Park Drive, Concord, NH 03301; Telephone number: (603) 271-2767; Email: humanrights@nh.gov

Notwithstanding any other remedy, any person may contact the police or pursue a criminal prosecution under state or federal criminal law.

H. Retaliation Prohibited.

No reprisals or retaliation of any kind will be taken by the Board or by any District employee against the complainant or other individual on account of ~~his or her~~ their filing a complaint or report or participating in an investigation of a complaint or report filed and decided pursuant to

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this policy, unless that person knew the complaint or report was false or knowingly provided false information.

I. Administrative Procedures and Regulations.

The Superintendent shall develop such other procedures and regulations as are necessary and appropriate to implement this Policy.

J. Notice of Compliance.

The Superintendent will provide notice of compliance with federal and state civil rights laws to all applicants for employment, employees, students, parents, and other interested persons, as appropriate.

Legal References:

RSA 186:11, XXXIII, Discrimination

RSA 193:38, Discrimination in Public Schools

RSA 193-F, Student Safety and Violence Protection Act RSA 275:71, Prohibited Conduct by Employer RSA 354-A, State Commission for Human Rights The Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, et seq.

The Rehabilitation Act of 1973, 29 U.S.C. 705 and 794 Title II of The Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.

Title IV of the Civil Rights Act of 1964, 42 U.S.C. §2000c Title VII of The Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq

Title IX of the Education Amendments of 1972, 20 U.S.C 1681, et seq NH Dept of Ed. Rule 303.01 (i), School Board Substantive Duties

Timberlane Regional School Board	Policy Code: BEDH
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PARTICIPATION AT SCHOOL BOARD MEETINGS

Related Policies: BEDB, KE, KEB

The primary purpose of School Board meetings is to conduct the business of the Board as it relates to school policies, programs and operations. The Board encourages residents to attend Board meetings so that they may become acquainted with the operation and programs of the schools. All official meetings of the Board shall be open to the press and public. However, the Board reserves the right to meet and to adjourn or recess a meeting at any time. The Board also reserves the right to enter non-public session at any time, in accordance with the provisions RSA 91-A:3.

In order to assure that persons who wish to appear before the Board may be heard and, at the same time, it may conduct its meetings properly and efficiently, the Board adopts as policy the following procedures and rules pertaining to public participation at Board meetings:

1. During the "Delegations and Individuals" section of each Board meeting residents may comment for no more than three minutes (unless waived by the Board) by completing a comment card and submitting it to the recording secretary at the beginning of the meeting.
2. The Board will provide a minimum of thirty minutes to hear public comment. This period may be extended by a majority vote of the Board. Additionally, the Board may include additional public comment periods for specific agenda items with a time limit for public comment specified on the pertinent agenda. If speakers do not fill the minimum 30-minute public comment period, the Board will move to table the remainder of the time until the end of the meeting or immediately before a scheduled nonpublic session. If insufficient speakers remain to fill the 30 minutes, the Board will close public comment.
3. Consistent with RSA 91-A:3, Policy BEDB, and the laws pertaining to student and family privacy rights, the Board will not place any matter on the public agenda that is to be properly discussed in a non-public session. Complaints regarding individual employees, personnel or students will be directed to the Superintendent in accord with Policies KE and KEB.
4. All speakers are to conduct themselves in a civil manner. Obscene, libelous, defamatory or violent statements will be considered out of order and will not be tolerated. The Board Chair may terminate the speaker's privilege of address if the speaker does not follow this rule of order.

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Revised: 09-17-92 Revised: 12-03-98 Revised: 09-20-01 Revised: 06-04-15 Revised: 01-07-21 Revised:	Page 2 of 2

Persons appearing before the Board are reminded that members of the Board are without authority to act independently as individuals in official matters. Thus, questions may be directed to individual Board members, but answers must be deferred pending consideration by the full Board. Therefore, Board members will take comments and presentations from the public under advisement only. Persons appearing before the board are also reminded that School Board meetings are meetings held in public; not meetings held for the public.

Legal Reference:

RSA 91-A:2, Meetings Open to Public

RSA 91-A:3, Non-Public Sessions

RSA 189:65, VII & VII-a - Definitions (Student and Teacher personally identifiable information)

RSA 189:74, School Board Public Comment Period

RSA 644:2, Disturbing the Peace

Appendix BEDH-X

Timberlane Regional School District	Policy Code: EF
Adopted: 01-01-83 Reaffirmed: 02-07-91 Revised: 04-03-08 Revised:	Page 1 of 1

FOOD SERVICES MANAGEMENT

All food service personnel will be directly responsible to the Food Service Manager and ultimately responsible to the building principal, Superintendent, or designee.

The Food Service Manager is responsible for the planning and preparation of food served in the food service program and ensuring full compliance with the State of New Hampshire and federal rules and regulations. All food will comply with the nutrition standards as set forth by the school wellness program.

The Food Service Manager will supervise the ordering of supplies and the keeping of accurate records of financial transactions connected with the food service program, as well as the preparation all records and reports as required.

The Food Service Manager will be certified by a NH Department of Education approved program.

All food service employees shall, within their first year of employment, obtain a certificate of completion for an approved sanitation course.

The Food Service Manager will make recommendations to the building principal, the Superintendent, or designee concerning personnel and operational matters related to the food service program.

The District will seek to ensure that all students have access to school-provided meals. The Superintendent or designee will develop meal-payment procedures for school-provided meals. No student will be subject to different treatment from the standard school lunch meal or school cafeteria procedures, regardless of ability to pay for such meal.

See also policy JLCF.

Legal References:

RSA 189:11-a, Food and Nutrition Programs

NH Code of Administrative Rules, Section Ed. 306.11, Food and Nutrition Services Section 204 of Public Law 108-265, Child Nutrition and WIC Reauthorization Act of 2004

Timberlane Regional School Board Goals Academic Year 2023-2024

Learning

1. Further enhance personalized learning through STEAM, SEL, vocational, dual enrollment, non-traditional and extended learning opportunities through policy and budgetary development and implementation as reported by Administration
2. Approve professional development opportunities that align with enhancing personalized learning for PreK-12 students
3. Align K-5 instruction, assessment and reporting to build consistency across the district related to personalized student learning

Personnel

1. Evaluate the performance of the SAU including staffing, operation and organization
2. Ensure the implementation of an organizational chart with succession plan utilizing job descriptions-which include the qualities of being evaluated annually per school year

Community, Connection and Communication

1. Develop a five-year strategic plan for implementation by March 1, 2023
2. Finalize and approve a five year Strategic Plan (2024-2029) and monitor implementation monthly at School Board Meetings
3. Invite and engage the students, staff, and community during School Board Meetings as they present accomplishments and achievements as well as experiences, cultures and perspectives
4. Address sub committee work through regular updates at School Board Meetings to improve two way communication and increase engagement with stakeholders, students, staff and community

Facilities and Learning Environments

1. Adopt and monitor current budget while identifying concerns/gaps that impact student learning environments to be addressed through the budgetary planning process
2. Ensure the District Wide Maintenance Schedule reports both short term and long term projects to be done in alignment with the Facilities Master Plan, Strategic Plan, and Capital Improvement Plan and are addressed through the budgetary process

Job Postings

JobId	Category	Position Type	Additional Title	Location	Date Posted	Date Available	For Fiscal Year	Time To Fill	AppCount
Elementary School Teaching									
4707	Elementary School Teaching	Intermediate - Grades 4, 5 Teacher	Anticipated Elementary Classroom Teacher -	Sandown North	7/12/2023	8/23/2023	2023-2024	6	4
4663	Elementary School Teaching	Intermediate - Grades 4, 5 Teacher	Elementary Classroom Teacher - Grade 4 cc10	Pollard School	6/1/2023	8/22/2023	2023-2024	47	16
4672	Elementary School Teaching	Intermediate - Grades 4, 5 Teacher	Elementary Classroom Teacher - Grade 4 cc23	Pollard School	6/12/2023	8/22/2023	2023-2024	36	13
4656	Elementary School Teaching	Integration Technology Teacher	Elementary Technology Teacher cc2196	Sandown North	5/30/2023	8/22/2023	2023-2024	49	2
High School Teaching									
4681	High School Teaching	World Language - French	Anticipated French Teacher cc1556	Timberlane Regional High School	6/15/2023	8/22/2023	2023-2024	33	3
4699	High School Teaching	English	Anticipated High School English Teacher cc160	Timberlane Regional High School	7/5/2023	8/22/2023	2023-2024	13	2
4700	High School Teaching	Science - Biology	Anticipated High School Life Science/Biology T	Timberlane Regional High School	7/6/2023	8/22/2023	2023-2024	12	0
4643	High School Teaching	Business Education	Business/Technology Teacher cc162	Timberlane Regional High School	5/19/2023	8/22/2023	2023-2024	60	5
4665	High School Teaching	Mathematics	High School Mathematics Teacher cc1011	Timberlane Regional High School	6/2/2023	8/22/2023	2023-2024	46	3
4692	High School Teaching		In School Support Teacher cc2375	Timberlane Regional High School	6/27/2023	8/22/2023	2023-2024	21	1
4682	High School Teaching	World Language - Spanish	Spanish Teacher cc598	Timberlane Regional High School	6/15/2023	8/22/2023	2023-2024	33	5
Middle School Teaching									
4677	Middle School Teaching	Foreign Language - French	French Teacher cc1099	Timberlane Regional Middle School	6/15/2023	8/22/2023	2023-2024	33	4
4710	Middle School Teaching	Science	Long Term Substitute - 8th Grade Science Tea	Timberlane Regional Middle School	7/13/2023		2022-2023	5	0
Special Education									
4702	Special Education		Anticipated Special Education Adjustment Co	Timberlane Regional School District	7/10/2023	8/22/2023	2023-2024	8	4
4330	Special Education	Behavior Specialist	BCBA/Behavior Specialist cc 2574	Timberlane Regional School District	5/3/2022	8/22/2023	2022-2023	441	19
4701	Special Education	LD/ED Teacher	ED Program Special Educator cc286	Timberlane Regional School District	7/6/2023	8/22/2023	2023-2024	12	0
4693	Special Education	Special Education Teacher	Out of District Special Educator cc1354	Timberlane Regional School District	6/29/2023	8/22/2023	2023-2024	11	1
4506	Special Education		RBT cc 1428	Timberlane Regional Middle School	9/13/2022	as soon as possible	2022-2023	308	5
4344	Special Education	Psychologist	School Psychologist - Part Time .6 Position cc	Timberlane Regional School District	5/19/2022	as soon as possible	2022-2023	425	6
4685	Special Education	Psychologist	School Psychologist cc2145	Timberlane Regional School District	6/19/2023	8/22/2023	2023-2024	29	1
4604	Special Education	Special Education Teacher	Special Education Teacher cc 1032	Timberlane Regional High School	4/19/2023	8/22/2023	2023-2024	90	6
4545	Special Education	Special Education Teacher	Special Education Teacher cc 1231	Timberlane Regional High School	1/20/2023	8/22/2023	2023-2024	179	13
4316	Special Education	Special Education Teacher	Special Education Teacher cc 309	Sandown North	4/25/2022	9/24/2022	2023-2024	449	31
4644	Special Education	Special Education Teacher	Special Education Teacher cc1105	Danville Elementary	5/19/2023	8/22/2023	2023-2024	60	2
4627	Special Education	Special Education Teacher	Special Education Teacher cc1234	Danville Elementary	5/11/2023	8/22/2023	2023-2024	68	6
4639	Special Education	Special Education Teacher	Special Education Teacher cc1300	Timberlane Regional High School	5/19/2023	8/22/2023	2023-2024	60	0
4638	Special Education	Special Education Teacher	Special Education Teacher cc2229	Timberlane Regional High School	5/19/2023	8/22/2023	2023-2024	60	0
4680	Special Education	Special Education Teacher	Special Education Teacher cc393	Timberlane Regional Middle School	6/15/2023	8/22/2023	2023-2024	33	0
4641	Special Education	Special Education Teacher	Special Education Teacher cc747	Pollard School	5/19/2023	8/22/2023	2023-2024	60	3
4228	Special Education	Special Education Teacher	Special Education Teacher/Evaluator cc 1902	Timberlane Regional School District	3/9/2022	8/22/2023	2022-2023	496	27
4609	Special Education	Speech and Language Pathologist	Speech Language Pathologist cc 212	Pollard School	4/21/2023	8/22/2023	2023-2024	88	3
4605	Special Education	Speech and Language Pathologist	Speech Language Pathologist cc 2218	Timberlane Regional High School	4/19/2023	8/22/2023	2023-2024	90	2
4652	Special Education	Speech and Language Pathologist	Speech Language Pathologist cc1316	Timberlane Regional Middle School	5/24/2023	8/22/2023	2023-2024	55	1
4673	Special Education	Speech and Language Pathologist	Speech Language Pathologist cc885	Sandown North	6/12/2023		2023-2024	36	1
Student Services									
4662	Student Services	School Social Worker	School Social Worker cc2594	The Learning Center at Sandown Central	5/31/2023	8/22/2023	2023-2024	48	3
4661	Student Services	School Social Worker	School Social Worker cc320	Timberlane Regional Middle School	5/31/2023	8/22/2023	2023-2024	48	4
4660	Student Services	School Social Worker	School Social Worker cc830	Timberlane Regional School District	5/31/2023	8/22/2023	2023-2024	48	5