

TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

**THURSDAY,
MARCH 5, 2020**

Regular Meeting - 7:15PM – Immediately
following SAU Board Meeting

Dr. Earl Metzler, II, Superintendent

Superintendent's Office
30 Greenough Road, Plaistow, NH
Shawn O'Neil, Chairman
Jennifer Silva, Vice Chairman

AGENDA

1. Call to Order – Chair
2. Roll Call – Clerk
3. Pledge of Allegiance
4. Approval of Minutes
5. Student Representative
6. Delegates and Individuals
7. Current Business
 - a. Compass Update* – INFORMATIONAL (20 minutes)
 - b. Food Service Annual Review – ACTION (15)
 - c. Meal Cost Increase – ACTION (10)
 - d. Before/After Care Program at TLC – ACTION (15)
 - e. Projected Unencumbered Funds – INFORMATIONAL/ACTION (30)
 - f. District Clerk Compensation – ACTION (15 minutes)
 - g. Policies (first read) – ACTION (15 minutes)
8. Administrator's Report
9. Personnel Report
10. Committee Reports/Reports of the School Board
11. Correspondence Folder
12. Vendor and Payroll Registers
13. Other Business
14. Nonpublic (if needed)
15. Future Dates

DATE	MEETING TYPE	LOCATION	TIME
March 10	Voting	POLLS	
March 19	Re-organizational/Business Meeting	SAU	7:00PM
April 2	Regular Board Meeting	SAU	7:00PM
April 15	SAU Board Meeting – Re-Organizational	SAU	7:00PM
April 16	Regular Board Meeting	SAU	7:00PM
May 7	Regular Board Meeting	SAU	7:00PM
May 21	Regular Board Meeting	SAU	7:00PM
June 4	Regular Board Meeting	SAU	7:00PM
June 18	Regular Board Meeting	SAU	7:00PM

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.

ADMINISTRATOR'S REPORT

Administrator's Report for March 5, 2020 School Board Meeting

1-3. OPEN MEETING *Self-explanatory.*

4. APPROVAL OF MINUTES (12 sets – 1/9, 1/16, 1/29 (x2), 2/5, 2/6, 2/10, 2/12, 2/13, 2/18, 2/19, 2/20)

5-6. STUDENT REP AND DELEGATES AND INDIVIDUALS

7. CURRENT BUSINESS

a. Compass Update – INFORMATIONAL

Susan Rasicot to provide an update on the Compass program.

b. Food Service Annual Review – ACTION

Year 3 of 4 renewal cycles. Geoff Dowd to present.

c. Meal Cost Increase – ACTION

Geoff Dowd to present DOE's recommendations to increase school meal prices.

d. Before/After School Care Program at TLC – ACTION

Jen Marino to present a YMCA before and aftercare program at the TLC at Sandown Central.

e. Projected Unencumbered Funds – INFORMATIONAL/ACTION

Geoff Dowd to provide projected surplus for consideration of building/maintenance projects.

f. School District Clerk – ACTION

Board members to discuss and act on the compensation for the school district clerk.

g. Policies – ACTION

Board members to review policies scheduled for first read as put forward by the Policy Committee.

8. ADMINISTRATOR'S REPORT

a. Update on District Activities

9. PERSONNEL REPORT

10. COMMITTEE REPORTS/REPORTS OF THE SCHOOL BOARD – *Committee Chairs to update board on current initiatives (these topics were combined by the Chair).*

11. CORRESPONDENCE – *All correspondence now forwarded to board members as it comes in.*

12. VENDOR AND PAYROLL REGISTERS – *please be sure to review and sign vendor and payroll registers.*

13. OTHER BUSINESS – *Board members to provide agenda items for future meeting consideration.*

14. NONPUBLIC SESSION – *If needed.*

15. FUTURE DATES – *As indicated.*

UPCOMING REGULAR MEETING AGENDAS

*This information is provided for informational purposes only. Agenda items are subject to change.
The official agenda will be distributed one week prior to its scheduled meeting.*

March 19, 2020	
Re-organizational meeting	
Policies	
Renominations	

April 2, 2020	
Policies	
Committee Assignments	
Athletic Trainer Contract	<i>Annual review/renewal</i>
Set Graduation Date	

April 16, 2020	
Policies	
Union Updates	Invites to present – SB Goal (after March vote)
Finalize last day of school	

Presentation Schedule			
Item	Detail	Timeline/By	Done
Strategic Plan Update	Biannual report (Sep/Mar) – TBD	00/00/0000	
School Calendar Workshop	Member request – TBD	00/00/0000	
Treasurer’s Report	Quarterly (Aug/Nov/Feb/May)	8/22/2019	√
NHSBA Resolutions	September of each year	9/5/2019	√
Budget /Default Budget	First Draft	10/3/2019	√
Enrollment/NESDEC	After October 1 enrollment numbers determined	10/3/2019	√
Budget Committee	Meet with committee – SB Goal	10/3/2019	
Develop 5-Year Facilities Plan	SB Goal by October 15	10/17/2019	
Create proposal for Solar Panels	SB Goal by October 15	10/17/2019	
School Action Plans	September of each year – Elementary	10/17/2019	√
Videographer Training Update	SB Goal	11/7/2019	√
Program of Studies	First Read	11/21/2019	√
Treasurer’s Report	Quarterly (Aug/Nov/Feb/May)	11/21/2019	√
Potable Water for Plaistow	Backburner item – TBD – 12/5/2019	12/05/2019	√
School Action Plans	October of each year – Secondary	12/5/2019	√
Program of Studies	Second Read	12/5/2019	√
Facilities Department Org Chart	Review of department structure	12/5/2019	
Advanced Placement Stats	Review of enrollment – SB Goal	12/5/2019	√
Assessment Reports	Assessments scores – SB Goal (2/20/20)	12/5/2019	√
STEAM Resources Outline	Utilization update – SB Goal (2/20/20)	12/5/2019	√
Current Budget Evaluation	To fill gaps/concerns re: academic goals – SB Goal	12/5/2019	
Union Updates	Invites to present – SB Goal (after March vote)	12/19/2019	
No Bully Update	To monitor program – SB Goal	12/19/2019	√
Financial Reporting Schedule	Incorporate into school board schedule – SB Goal	1/2/2020	√
Ratify TSSU and TAU #633 CBAs	Finalize CBAs for warrant (by 2 nd Tuesday in January)	1/2/2020	√
Finalize Warrant /Recommendations	For Deliberative Session (by last Tuesday in January)	1/16/2020	√
Treasurer’s Report	Quarterly (Aug/Nov/Feb/May)	2/20/2020	
Projected unencumbered funds	To inform on end of year funds to address needs	2/20/2020	
Food Service Annual Review	Renewal Year 3 of 4	03/5/2020	
Auditors Report	Without findings – SB Goal	3/19/2020	
Professional Staff Renominations	Notification of nonrenewal required by April 15 th	3/19/2020	
School Meal Costs Increase 2020-21	Consideration to increase based on DOE recommendations	4/4/2020	
Athletic Trainer Contract Annual Review	Annual review and consideration of renewal for 2020-21 school year	4/18/2020	
Compass Program Update	Update on the new program	5/21/2020	
Treasurer’s Report	Quarterly (Aug/Nov/Feb/May)	5/21/2020	
Data Governance Plan	Annual review by 1 st meeting in June	6/4/2020	
Credit Card/Electronic Check Update	Update on Superintendent’s goal to accept electronic payments at the PAC by June 30 th .	6/18/2020	
No Bully Update	To monitor program – SB Goal	6/18/20	
Assessment Report – Part II	Field questions on 2/20 presentation	TBD	

Compass Classroom

Susan Rasicot

Director of Pupil Personnel Services and Special Education

February 20, 2020

Compass Classroom Instructional Design

- Program Director: 1 Behaviorist
- 6 Registered Behavioral Technicians
- Case managers are at the building level in the TRSD
- Home behavioral support: 2 hours a month

Students Participating in this Environment

- Three students currently enrolled
- Room capacity is total of 8 students
- Two more students in process
- An additional two students may enter as late as *May, 2020*

- The anticipated students would then lead the total enrollment through Extended School year to 7 students.

Building Level Feedback

- An effective resource for the building level professionals
- The team is supportive of addressing the development of socially appropriate behaviors before unacceptable behaviors occur
- The behaviorists and Registered Behavioral Technicians have quickly become members of the Pollard School team

Future Needs: Transitional Programming

- The requirements of the program include students not being more than four years apart in age.
- Current students enrolled will require a program to transition to in middle school or an Out of District placement will need to be secured.
- Grant covers the Pollard School program.

Future Considerations

- Open up the program to additional students not in the Timberlane district to maintain an enrollment of eight students
- During the Extended School Year program have Timberlane students transition back into the school setting.
 - Students may then use the Compass experience as their transition back to the district
 - Students would then be transitioned to their neighborhood schools.

Questions

SCHOOL FOOD SERVICE AGREEMENT

BETWEEN

TIMBERLANE SCHOOL DISTRICT

AND

WHITSONS NEW ENGLAND, INC.

SCHOOL YEAR 2019-2020

ARTICLE I
INTRODUCTION

- 1.1 Date of and Parties to the Agreement. This agreement (“**Agreement**”), dated as of July 1, 2019 (the “**Effective Date**”), is between Timberlane Regional School District (the “**SFA**”), and Whitsons New England, Inc. (the “**FSMC**”). FSMC and SFA shall collectively be referred to herein as the “**Parties**” and individually as a **Party.**”
- 1.2 Purpose of Agreement. The SFA and FSMC previously entered into a Food Service Agreement dated as of July 1, 2017, which was subject to four (4) additional one-year renewals, upon the written consent of both parties, which the parties now wish to renew, amend and restate as set forth herein. In the event of a renewal, the Administrative Fee and the Management Fee shall be adjusted annually by a percentage equal to at least the minimum percentage increase in the most recently published Consumer Price Index Food Away From Home, Northeast Region, (“CPI”) over the previous year.
- 1.3 Duration of Agreement. The term of this Agreement commences on the Effective Date, and continues until June 30, 2020, unless terminated by either Party as hereinafter provided. This document represents the second renewal option to the original contract.

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 FSMC shall maintain such records as the SFA 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 Part 3016.42 and Part 3019.53 and § 210.16(c)(1)]**
 - 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 in 7 CFR § 210.16(a)(6)]**
 - C. The FSMC shall have State and/or local health certification for any facility outside the SFA facilities in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the Agreement. The FSMC must meet all applicable State and local health regulations in preparing and serving meals at each SFA facility. **[as referenced in 7 CFR § 210.16(c)(2)]**

- D. The FSMC shall prepare and serve a variety of appetizing, 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. Upon the request of the SFA, the FSMC shall provide the SFA with a copy of the FSMC's Code of Conduct and written Procurement Procedures as they pertain to the SFA's food service program, which shall remain subject to the confidentiality obligations set forth in Section 7.5 hereof.
- 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 employed 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.

2.3 SFA - Responsibilities.

The SFA shall:

- A. Ensure that the food service operation is in conformance with the SFA's agreement under the Program [**as referenced in 7 CFR § 210.16(a)(2)**]. Specifically, but not in limitation of anything herein contained, the SFA shall maintain a non-profit school food service and will observe the requirements for, and limitations on, the use of non-profit school food service revenues, as set forth in 7 CFR 210.14, and the limitations on any competitive school food service as set forth in §210.11, as referenced in 7 CFR 210.9(b)(1).
- 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-SFA 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 must be retained by the SFA [**as referenced in 7 CFR § 210.16(a)(6)**]

- F. Maintain all applicable health certification and assure that all State and local regulations are being met by the FSMC preparing or serving meals at a SFA facility [**as referenced in 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. Ensure that the FSMC adheres 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(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. Ensure that both the SFA employees and the FSMC employees assigned to the SFA's food program comply with USDA's Professional Standards regulations.

ARTICLE III
FOOD SERVICE PROGRAM

- 3.1 Location. The FSMC shall prepare and serve meals for the Timberlane Regional Central School (Atkinson Academy, Danville Elementary, Pollard Elementary, Sandown Central, Sandown North Elementary), Timberlane Regional Middle School and Timberlane Regional High School. The SFA and the FSMC may, by mutual written agreement, add other locations.
- 3.2 Calendar. All meals will be provided in accordance with the approved calendar, attached as **Appendix A**. 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 breakfasts, lunches, snacks, milk service, a la carte food, and vending items in accordance with the following terms:
 - A. In order to offer a la carte 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 and 225.16.
 - 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) and 7 CFR Part 250**.

- 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 supply any special diets for students required for medical reasons when prescribed and approved in writing by a licensed medical authority for students with a disability in accordance with SFA policy and Section 504 of the Rehabilitation Act of 1973 and attendant regulations. A medical statement shall be provided to the nurse or nurses designated by the SFA and shall be signed by the licensed medical authority and shall specify the nature of the child's disability and the major life activities affected thereby, the reason the disability or medical condition prevents the child from eating the regular school meal, the food(s) to be omitted from the child's diet and the specific substitutions needed. The nurse shall then communicate information to FSMC to the extent necessary to allow it to prepare such requested special diets. Any additional cost incurred to provide such substitutions shall be considered allowable costs of the food service program and operating budget, and the SFA shall reimburse FSMC therefor in accordance with this Agreement.
- 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 reasonable request by the SFA, the FSMC shall provide catered food service for administration and student related functions at times and prices mutually agreed upon. Such requests must be received by the FSMC at least ten (10) days prior to the date of the function. The SFA may, if a price cannot be agreed upon in good faith or the FSMC cannot provide the service, obtain outside catering services, provided the FSMC shall first have been given the opportunity to match the prices and terms of the outside catering service. If the FSMC chooses not to match such terms, then the SFA shall be free to retain the outside catering service. The FSMC shall submit catering invoices by the end of the month in which the services are rendered or within 30 days of rendering the services, whichever is later. Costs of catered functions shall be separate and apart from the Management Fee, Administrative Fee and other costs of operating the Food Service Program and shall not be supported by the nonprofit foodservice account funds. Labor costs billed for these special functions shall not be double billed to the Food Service Program. 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.
- 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 Part 3016.36(i)].**
- 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 Part 3016.36(i)].**

- 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 Part 3016.36(i)].**
- 3.11 Debarment Certification. The FSMC shall complete and submit to the SFA the United States Department of Agriculture (USDA) Certification Regarding Debarment. The certification must also accompany each of the four (4) additional one-year renewals. **[as referenced in 7 CFR § 3017.300].**
- 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 7 CFR § 3018].**
- 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 in accordance with 7 CFR 250.52
 - 3. Storage and inventory management of donated foods in accordance with 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, in accordance with 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.
 - 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.
 - 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. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- H. The FSMC must ensure compliance with the requirements of 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 shall 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 **as 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, **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, or 226**, 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, **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 identity, 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.
- 3.14 Resource Management (Compliance with Revenue from non-program foods): For all contracts, including fixed price per meal contracts, awarded on a per meal basis and with revenues from non-program foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information needed to complete the Non-Program Food Revenue Tool, including information on food costs and revenues, the food costs for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. [**As referenced in 7CFR §210.14**]

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 SFA employees assigned to work in the food service operations. FSMC shall ensure that all management/professional employees assigned to the SFA's food program comply with USDA's Professional Standards regulations. During the term of this Agreement (including any renewal thereof) and for one year thereafter, SFA shall not solicit any management, professional or supervisory employees of FSMC (including without limitation any Vice President, Director, Manager, Chef, Dietician or Nutritionist) ("**FSMC Managers**") to work in a similar or other capacity whether at the SFA's food service facility or elsewhere, nor will SFA permit the employment of said individuals by others (including any successor food service management company) in any operation providing food service throughout the school district. SFA further covenants and agrees not to hire, nor allow to be hired by others (including a successor food service management company), said FSMC Managers to perform work on behalf of SFA or on SFA premises,

for a period of one (1) year following such FSMC Manager's termination of employment with FSMC. If at any time during the term of this Agreement or upon the expiration or termination of this agreement, SFA or any parent, subsidiary, affiliate, agent or contractor (including successor food service management company) of the SFA nevertheless solicits to hire or hires a FSMC Manager in violation of the foregoing covenants, then SFA in recognition of FSMC's considerable investment in attracting and training such employee agrees to pay a fee to FSMC of two times the annual salary of said FSMC Manager as liquidated damages. Said fee shall become due and payable upon the commencement date of employment with SFA or any parent, subsidiary, or affiliate of the SFA or any successor food service management company. Any such fee shall not be paid by funds from the non-profit food service account.

- 4.2 Non-Management Employees. All non-management food service employees shall be employees of the SFA or FSMC, as the case may be. The FSMC Managers shall direct and supervise SFA and FSMC food service employees. FSMC shall ensure that all non-management employees assigned to the SFA's food program comply with USDA's Professional Standards regulations. Current non-management food service employees shall remain employees of the SFA unless already employed by FSMC. In the event of turnover among such employees, FSMC will fill the position with a FSMC employee with the SFA's prior approval.
- 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 and at such times 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. The SFA shall be solely responsible for providing Workers' Compensation Insurance coverage for its own employees.
- 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 Part 3016.36(i)]**
- 4.7 Fingerprinting Requirements. The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The SFA will fingerprint and perform criminal background checks on all new employees both SFA and FSMC (current staff has already been processed) working within the SFA's school district. The FSMC must pay the fee payable to the State of NH (currently at \$51.50 per new employee processed) for its own employees. Appointments for fingerprinting must be made with the

SFA Personnel Secretary.

- 4.8 Equal Opportunity Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, creed, disability, or status as a Vietnam veteran, sexual orientation (provided that the object of such orientation is not a minor), genetic status, gender identity or other protected class, all as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities concerning Food Service employees. The FSMC will assure conformance with all civil rights requirements that are applicable to the SFA. FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to, Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; M.G.L. c. 151B, and any additions or amendments thereto. [7 CFR 3016.36(i)]
- 4.9 Inclement Weather and School Closing. The SFA shall use its best efforts to notify FSMC in advance of any anticipated closing due to inclement weather or other emergency. If advance notice is not given and/or a decision is made by the SFA to delay opening or close the SFA Facility after FSMC's employees have already reported to work, any labor costs incurred by FSMC as a result of such closing, delayed opening or early dismissal (including as a result of requirements contained in a collective bargaining agreement, if applicable) shall be charged to the SFA as an Operating Expense of the Food Service Program.

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 (normal usage and ordinary wear and tear excepted) 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 and recycling collection area and the FSMC shall be responsible for transporting refuse and recycling to the designated 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, walls, windows, 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 daily removal of refuse and recycling (including recyclable waste such food waste, plastic and paper) from the designated collection area. The SFA shall provide, at its expense, for regular extermination services.
 - C. If the SFA is unable to perform any of its responsibilities described in subparagraph B above or Paragraph 5.5 below, the FSMC may, with the written approval of the SFA (not to be unreasonably withheld or delayed), 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 and repair the food service facilities and equipment. The SFA shall keep such equipment and facilities maintained in a safe operating condition such that no FSMC employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation.
- 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 promptly inform the SFA of such notification. However, if equipment provided by the SFA becomes inoperative, hazardous or inefficient to operate, FSMC shall have the right to undertake repairs or replacements at the expense of the SFA if the SFA fails to do so after having been given a reasonable amount of time to correct the equipment deficiency.

- 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 equipment owned, leased or controlled by such Party 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. The FSMC must separately identify for each cost submitted for payment to the SFA 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 (including any bonus), 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 mileage costs incurred
 - Advertising and promotions within the SFA
 - FSMC's insurance (including performance bond) necessary for performance of this Agreement
 - Employee training and development costs
 - Laundry, linen, and uniforms
 - Licenses and permits for performance of this Agreement
 - Commodity processing and 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

In furtherance, but not in limitation of the foregoing, payroll-related taxes (e.g. FUTA, FICA, SUI, disability, worker's compensation, etc.) and business insurance expenses (e.g. comprehensive liability, property, umbrella, etc.) will be invoiced at the fixed rate set forth in the FSMC's Proposal or current school year's food service operating budget approved by the SFA.

- C. The FSMC's Management Fee of \$3,108.78 per month for ten (10) months. The following functions are the FSMC's responsibility, and will be included in such fees:

- Overhead Allowance
 - Supervision of FSMC employees by executives not assigned to the food service operation
- D. The FSMC's Administrative Fee of \$6,217.56 per month for ten (10) months. The following functions are the FSMC's responsibility, and will be included in such fees:
- Financial reporting and analysis
 - Field auditing
 - Marketing Assistance
 - Purchasing administration
- E. To the extent necessary, the FSMC's Management fee will be reduced to cover any loss in the food service account, but only to the extent of the Management Fee. This will be the SFA's exclusive remedy for FSMC's failure to achieve the Guarantee contemplated in Section 6.3 below, and in no event shall FSMC be liable for any amount in excess of its Management Fee. Any loss that exceeds the amount of the Management Fee will be covered by the SFA with a transfer from General Funds.
- 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, 2019, 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 Guarantee. The SFA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC guarantees a no cost or breakeven food service operation

(the "**Guarantee**"), including the Management fee and/or the Administrative fee. This Guarantee shall be calculated based on the total revenues generated by the program on an annual basis, less Whitsons' total costs of operating the program as identified in Whitsons' monthly and annual operating statements provided hereunder. If the Guarantee is not achieved, then Whitsons will subsidize the difference up to 100% of its Management Fee. The Guarantee is based on, and subject to, the following conditions and assumptions remaining in effect throughout the term: (i) reimbursement rates for Program meals will not be less than the rates estimated in the FSMC's Proposal (for the Initial Term) or in effect for any prior school year (for any Renewal Term), and the Program will receive the \$0.06 federal reimbursement increase published by the USDA; (ii) the value of government donated commodities and/or cash in lieu thereof will not be less than the value of government donated commodities and/or cash in lieu thereof estimated in FSMC' Proposal or received during the prior school year; (iii) the number of days meals are served during the school year will be not less than: (A) 179 days for breakfast and 180 lunch days in the Elementary Schools, (B) 177 days for breakfast and 178 lunch days in the Middle School, and (C) 173 days for breakfast and 169 lunch days in the High School; (iv) the number of serving periods, locations, serving times and types of service will not differ from as listed in the RFP; (v) the student enrollment for the term of the Agreement will be not less than 3,000 students; (vi) the level of wages, salaries and fringe benefits will not exceed those proposed and listed in the original FSMC proposal, and the SFA's labor costs charged to the budget shall not exceed \$365,568; (vii) The actual costs charged to the Food Service budget by the SFA shall not exceed the projected operating expenses as set forth in the FSMC's' proposal; (viii) service will not be interrupted as a result of fire, work stoppage, strike or school closing; (ix) Milk prices shall remain constant throughout the year; (x) selling prices of Menu Pattern Meals and A-La-Carte selections will be not less than those stated in the RFP and included in the FSMC's proposal; (xi) the SFA and its representatives including but not limited to, school principals, teachers and SFA employees shall fully cooperate with FSMC in the implementation of the Food Service Program including, if applicable, breakfast in the classroom at all elementary schools, and a closed campus; (xii) There shall be no competitive food and beverage sales immediately before, after or during the meal service times, and the SFA shall fully cooperate with FSMC to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program; (xiii) Legislation, regulations and the SFA's Wellness Policy or practice shall remain consistent with those at the time of the original proposal; (xiv) to the extent applicable, the SFA shall approve the FSMC's recommended changes relating to food service staff levels and/or staff schedules based on the operational needs of the Food Service Program; (xv) the SFA shall have timely submitted and certified all claims for reimbursement, except where such failure or delay is due solely to an act or omission of FSMC; (xvi) FSMC has not taken into account the effect of meals and/or snacks distributed under the SFA's humanitarian meal policy in establishing the Guarantee. Any meals and/or snacks distributed under such policy that would negatively affect the Guarantee will result in an appropriate adjustment thereof; and (xviii) there shall be no change in any other operational parameters set forth in the RFP or in any other assumptions contained in the Proposal that would have a material adverse effect on the Guarantee.

In the event the foregoing conditions are not met during the term of this Agreement, the food service operating budget and Guarantee shall be adjusted by an amount equivalent to any increased cost or loss of revenue attributable to the change in such conditions.

- 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 Re-negotiation of Financial Terms. Except as set forth in Article I, Section 1.3, 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 financial terms of this Agreement are based (including the assumptions set forth in Section 6.3 above), then those financial terms so affected may be renegotiated by the parties. Renegotiation of financial terms under such conditions must be mutual, and any changes in financial terms must be agreed upon by both parties acting reasonably and in good faith. 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, it being understood and agreed that the contingencies set forth in the assumptions contained in Section 6.3 shall not be deemed to be foreseeable and predictable.
- 6.6 Availability of Funds. Every payment obligation of the SFA under this Agreement 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 Agreement, this Agreement may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA (except for liability that accrued prior to the date of termination) in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. SFA represents and warrants that it has received sufficient funding and allocation of funds to perform its obligations under this Agreement for the duration of the Initial Term. To the extent the SFA agrees to renew this Agreement in accordance with Section 1.3 of Article I, such renewal shall constitute a representation and warranty that SFA will have received sufficient funding and allocation of funds to perform its obligations for such Renewal Term. SFA will pay all amounts hereunder that have accrued up to and including the effective date of any termination of this Agreement for all services provided hereunder, regardless of lack of funds or insufficient funds being appropriated to or budgeted by or for SFA for payment under this Agreement.
- 6.7 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 Agreement 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 parts 210, 215, 220, 3016 and 3019**, as applicable) 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).

- 6.8 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 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.

- 6.9 FSMC Investment. Pursuant to the terms of its initial Food Service Agreement, Whitsons previously funded certain improvements to the SFA's Facility to facilitate the performance of the services hereunder in the amount of Twenty Eight Thousand Seven Hundred Nine Dollars and Thirteen Cents (\$28,709.13) (the "Investment"). The scope and specifications for such Investment were mutually agreed in writing by the Parties. The SFA holds title to real estate fixtures, equipment, and other items funded by the Investment. FSCM is currently amortizing its Investment on a straight-line depreciation basis over a period of five (5) years, and SFA will continue to be invoiced for and shall repay such Investment on a monthly basis as an additional expense above and beyond the agreed upon Management Fee and Administrative Fee and other reimbursement costs of the Food Service Program. If the Agreement is terminated prior to the full amortization of the Investment, the SFA shall promptly select one of the following options: (i) retain any equipment or other items funded by the Investment and continue to make payment to FSMC in accordance with the agreed monthly amortization schedule until the Investment is fully repaid; or (ii) retain any equipment or other items funded by the Investment and promptly pay (or cause any successor food service management company to pay) FSMC the unamortized portion of the Investment in full within fifteen (15) days of termination of the Agreement. In the event such payment(s) owing to FSMC are not paid to FSMC within ten (10) days of the scheduled payment date(s), SFA agrees to pay interest on such amounts at the Interest Rate from the scheduled payment date until the date paid. SFA agrees that no Food Service Program funds shall be used to pay any interest. The right of Whitsons to charge interest for late payment shall not be construed as a waiver of Whitsons' right to receive timely payment.

- 6.10 FSMC records pertaining to the SFA shall be maintained at SAU #55 Offices, 30 Greenough Road, Plaistow NH 03865 while the Agreement is in effect and for the required retention period.

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.

- 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 specifications developed by the SFA, or do not otherwise meet the requirements of this agreement. [**as referenced in 7 CFR § 210.16 (c)(3)**]. 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.
 - 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. Notwithstanding anything herein contained to the contrary, neither Party shall be liable to the other or to any third party for any lost profits or indirect, punitive, special or consequential losses or damages arising out of or in connection with this Agreement.
- 7.5 Trade Secrets. All financial, statistical, operating, marketing and personnel materials and information, including, but not limited to, the information technology systems, manuals, recipes, menus and meal plans, and computer programs relative to or utilized in FSMC's business or the business of any affiliate of FSMC (collectively, "**Confidential Information**"),

shall be the property of FSMC and shall be confidential. SFA shall keep such Confidential Information confidential during or subsequent to the term of this Agreement and shall so instruct its agents, employees, and independent contractors, and the use of such Confidential Information by SFA in any manner shall not affect FSMC's ownership or the confidential nature of such Confidential Information. SFA shall not photocopy or otherwise duplicate any such Confidential Information without the prior written consent of FSMC. SFA agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "**Proprietary Materials**") used by FSMC on SFA's premises in connection with the food services provided by FSMC under this Agreement shall remain the property of FSMC notwithstanding the fact that SFA may have paid a fee for the use of such Proprietary Materials in connection with the Food Service Program. Upon the expiration or termination of this Agreement, all use of trademarks, service marks and logos owned by FSMC or licensed to FSMC by third parties shall be discontinued by SFA, and the SFA shall immediately return to FSMC all Proprietary Materials. The SFA shall designate any information it considers confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of its business or which it develops independently during the course of this agreement. Information so designated and identified shall be treated as confidential by the FSMC. The SFA and the FSMC shall exercise the same level of care in maintaining the confidences of the other Party as they would employ in maintaining their own confidences, but not less than a reasonable degree of care. All such confidential and proprietary 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. The foregoing 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 copyright 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 7 CFR § 3016.34].**

- 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, or by express mail or overnight courier service, addressed to the other Party as follows:

Notices to the SFA:

Timberlane Regional School District
30 Greenough Road
Plaistow NH 03865
Attention: Geoffrey Dowd, Business Administrator

Notices to the FSMC:

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

With a copy to the same address, Attention: Legal Department

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 or courier service.

- 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, flood, 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 Part 3016.36(i)].**
- 7.10 Termination for Cause. Either Party may cancel the Agreement for cause by giving sixty (60) days advance notice in writing to the other party of its intention to do so. **[as referenced in 7 CFR § 210.16 (d)].**
- 7.11 Cure Period. If a cure or remedy is found for the termination request by mutual agreement of the 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 Section 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 Part 3016.36(i)].**
- 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 either Party 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 non-breaching Party may elect to pursue any available legal, contractual or administrative remedy. **[as referenced in Part 3016.36(i)].**
- 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 regarding the subject matter hereof. The Article and Paragraph or Section headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or Sections 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 taken together shall be deemed an original. Facsimile, digital or electronic signatures shall have the same force as 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. In any event, the Parties must mutually agree, in a written document signed by both Parties and attached to this Agreement, to amend, add, or delete any provision or appendix of this Agreement. Any amendment to this Agreement shall become effective at the time specified in the amendment.
- 7.16 Notification of Termination. The New Hampshire State Department of Education 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 and necessary.
- 7.19 The FSMC accepts liability caused by FSMC's negligence for claims assessed as a result of Federal or 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 Agreement are 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 Agreement, the following order of precedence shall apply: Agreement, RFP, FSMC proposal.

SO AGREED:

WHITSONS NEW ENGLAND, INC.

By: _____
 Name: Title Date

TIMBERLANE REGIONAL SCHOOL DISTRICT

By: _____
 Name: Title Date

APPENDIX A

School Calendar

Timberlane Regional School District

Atkinson, Darville, Plalstow, Sandown

2019 – 2020 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 (2)	D-PD	D-PD	B-PD	NT	29	30	February (15)	3	4	5	6	7
September (20)	X	3	4	5	6		10	11	12	13	14	
	9	10	11	12	13		17	18	19	20	21	
	16	17	18	19	20		X	X	X	X	X	
	23	24	25	26	27		March (21)	2	3	4	5	6
	30							9	10	11	12	13
October (22)		1	2	3	4			16	17	18	19	20
	7	8	9	10	11			23	24	25	PD	27
	X	15	16	17	18			30	31			
	21	22	23	ER	25		April (18)			1	2	3
	28	29	30	31				6	7	8	9	10
November (16)					1	8		13	14	15	16	17
	4	5	6	7	8			20	21	22	23	24
	X	PD	13	14	15			X	X	X	X	
	18	19	20	21	22							
	25	26	X	X	X		May (19)	4	5	6	7	X
December (15)						6		11	12	13	14	15
	2	3	4	5	6			18	19	20	21	ER
	9	10	11	12	13			X	26	27	28	29
	16	17	18	19	20							
	X	X	X	X	X		June (11)	1	2	3	4	5
	X	X						8	9	10	11	12
January (21)			X	2	3			ER	X	X	X	X
	6	7	8	9	10			X	X	X	X	X
	13	14	15	16	17							
	X	21	22	23	24							
	27	28	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
 Quarters: November 1, January 23, April 3, and Last Day of School
 Trimesters: November 26, March 12, and Last Day of School

August 22	New Teacher Orientation	November 27-29	Thanksgiving Break
August 26-28	Professional Development	Dec 23-Jan 1	Holiday Break
August 29	First Day of School	January 20	Martin Luther King Jr. Civil Rights Day
September 2	Labor Day	Feb 24-28	Winter Break
October 14	Columbus Day	March 26	Professional Development
October 24	Early Release	April 27-May 1	Spring Break
November 11	■ Veterans Day Observed	May 25	■ Memorial Day Observed
November 12	Professional Development	June 15	Last Day of School **

■ Required day out of school per RSA 288:4 ** Subject to change due to school closures
 Early Release day: October 24, May 22 and last day of school.

Approved by the Timberlane Regional School Board on May 3, 2018.

Non - Collusive Statement
Food Service Program
Public Schools

By submission of this proposal, the FSMC certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer or potential competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold, to any other proposer, competitor, potential proposer or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person, partnership or corporation to submit or not to submit a proposal.
- d. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- e. That below is a certified copy of the resolution authorizing the execution of this certificate by the signator of this proposal on behalf of the corporate proposer.

Typed or printed name of signator

Paul Whitcomb

Typed or printed name of person authorized to submit this proposal



Signature of person authorized to submit this proposal

President & CEO

Title

2/26/19

Date

Resolve that Paul Whitcomb be authorized to sign and
(name)

submit the proposal of this corporation Whitsons New England, Inc. for the Food Service
(name)

Management Program at the Timberlane Regional School District Schools.

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.

Whitsons New England, Inc.
Name of Food Service Management Company

Timberlane Regional School District
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 has 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 offeror's 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:

	President + CEO	2/26/19
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.

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts 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 any agency, a Member of Congress, 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/Address of Organization

Whitsons New England, Inc.
1800 Motor Parkway
Islandia, NY 11749

Printed Name/Title of Submitting Official

Paul Whitcomb, President + CEO



Signature of Submitting Official

President + CEO

Title

DISCLOSURE OF LOBBYING ACTIVITIES

Addendum D

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p> <p style="text-align: right;">N/A</p>	<p>2. Status of Federal Action: _____</p> <p>a. Bid/offer/application b. Initial award c. Post-award</p> <p style="text-align: right;">N/A</p>	<p>3. Report Type: _____</p> <p>a. Initial filing b. Material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p> <p style="text-align: right;">N/A</p>
<p>4. Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if known</p> <p>Congressional District, if known: _____</p> <p style="text-align: right;">N/A</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p> <p style="text-align: right;">N/A</p>	
<p>6. Federal Department/Agency:</p> <p style="text-align: right;">N/A</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p> <p style="text-align: right;">N/A</p>	
<p>8. Federal Action Number, if known:</p> <p style="text-align: right;">N/A</p>	<p>9. Award Amount, if known: \$ _____</p> <p style="text-align: right;">N/A</p>	
<p>10. a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p> <p style="text-align: right;">N/A</p> <p>(Attach Continuation Sheet(s))</p>	<p>10. b. Individuals Performing Services (including address if different from No. 10.a.) (last name, first name, middle)</p> <p style="text-align: right;">N/A</p> <p>SF-LLL-A if Necessary</p>	
<p>11. Amount of Payment (check all that apply): \$ _____</p> <p>____ Actual ____ Planned</p> <p style="text-align: right;">N/A</p>	<p>13. Type of payment (check all that apply):</p> <p>____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____</p> <p style="text-align: right;">N/A</p>	
<p>12. Form of Payment (check all that apply):</p> <p>____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____</p> <p style="text-align: right;">N/A</p>		
<p>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:</p> <p style="text-align: right;">N/A</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No <input checked="" type="checkbox"/></p>		
<p>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.</p>	<p>Signature: _____</p> <p>Print Name: <u>Paul Whitcomb</u></p> <p>Title: <u>President + CEO</u></p> <p>Telephone: <u>631-424-2700</u></p> <p>Date: <u>2/26/19</u></p>	

Federal Use Only:
SF-LLL

Authorized for Local Reproduction Standard Form - LLL

ENERGY POLICY AND CONSERVATION ACT
CONTRACT ADDENDUM

Whitsons New England, Inc. agrees to comply with the
Food Service Management Company (FSMC)

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

For Whitsons New England, Inc.

For the Board of Education

M. Littell

Signature

Signature

President & CEO

Title

Title

2/26/19

Date

Date

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

(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.

Whitsons New England, Inc.

Organization Name

PR/Award Number or Project Name

Paul Whitcomb, President + CEO

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

[Handwritten Signature]

Signature(s)

2/26/19

Date

CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in anyone year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8@1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Whitsons New England, Inc.
(NAME OF FOOD SERVICE MANAGEMENT COMPANY)

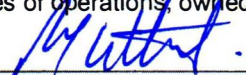
Timberlane Regional School District ("School Food Authority")

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.


SIGNATURE OF FOOD SERVICE MANAGEMENT
COMPANY'S AUTHORIZED REPRESENTATIVE

President + CEO
TITLE

2/26/19
DATE

SIGNATURE OF SCHOOL FOOD AUTHORITY'S
AUTHORIZED REPRESENTATIVE

TITLE

DATE

**Timberlane Regional School District
Budget FY 2019-2020**

Revenue

Catering Sales	\$ 15,752
Breakfast Sales	\$ 38,365
Lunch Sales	\$ 608,351
Adult Sales	\$ 40,686
A la carte / vending sales	\$ 280,341
Reimbursements	\$ 296,989
Total Sales	\$ 1,280,484

Expenses

Food Costs	\$ 502,181
Commodities received	\$ (93,477)
Paper Costs	\$ 32,479
Payroll	\$ 375,832
District Payroll	\$ 324,990

Operating Expenses

Admin Fee	\$ 62,176
Business Insurance	\$ 12,805
Smallwares	\$ 1,200
Licenses	\$ 1,350
Software License Fees	\$ 7,703
Office Supplies	\$ 1,500
Commodity trucking	\$ 7,500
Uniforms	\$ 1,500
Printing - promotional	\$ 200
Knife Sharpening	\$ 700
Depreciation / Amortization	\$ 5,375
Education / Training	\$ 3,422
Other direct	\$ 990

Total Direct Operating Costs \$ 106,421

Management Fee \$ 31,088

Total Expense \$ 1,279,514

Return To District \$ 969



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

ENSURE A BRIGHTER FUTURE

SCHOOL AGE PROGRAM – Coming Soon!
Plaistow Community YMCA



www.northshoreymca.org

Plaistow Community YMCA Before & After School Program

Filling out this form does not
guarantee your spot. Enrollment is
on a first come first served basis.

**Serving Sandown Central and Sandown North Located at:
Sandown Central Elementary School, Sandown, NH**

Register today for the YMCA before and after school program. The program is operated by the Plaistow YMCA. To register, please complete the PRE-REGISTRATION form below and submit it to the YMCA with an ANNUAL NON-REFUNDABLE Registration Fee of \$60 per child. Enrollment is based on a first come, first served basis. The licensed program includes an after school snack, language arts, math activities, science experiments, technology concepts, creative arts and crafts, literacy promotion, group games, homework help, as well as enrichment activities which can include sports, art, STEM, etc. Each child registered for the school age program receives a free YMCA Youth Membership.

The YMCA School Age Program focuses on promoting social development, and the YMCA four core values of caring, honesty, respect, and responsibility.

2019-2020 Fee Schedule

Before School (6:30 AM-Start of School) 2 Days \$33.00, 3 Days \$44.00,
4 Days \$53.00, 5 Days \$59.00

After School (End of School-6:00 PM) 2 Days \$43.00, 3 Days \$58.00, 4 Days \$69.00, 5 Days \$77.00

Additional Fees Apply for School Vacation Weeks, Holidays, Early Release Days and Adding an Unregistered Day.

Our YMCA mission statement includes the word ALL. We accept Cost Share Vouchers. Flexible Pricing is available based on income, please complete the flexible Pricing Form as soon as possible. Please return this form to:
Plaistow Community YMCA

Amy Hanagan
hanagana@northshoreymca.org
603-257-1541

These Materials are neither sponsored or endorsed by the Timberlane Regional School District, the Timberlane Regional School Board, the Superintendent, or this school.

Name(s) of Participant: _____

Date of Birth: _____

Address: _____

Email Address: _____

Phone Number: _____

Parent Name: _____

School: _____

Current Grade: _____

Please select the following days per week: (minimum of two days is required):

Before School Monday Tuesday Wednesday Thursday Friday

After School Monday Tuesday Wednesday Thursday Friday

Parent/Guardian Signature _____ Date: _____

Plaistow Community YMCA 175 Plaistow Rd., Plaistow, NH 03865 (603) 302-0641
www.northshoreymca.org

Timberlane Regional School District

End of Year Projection

FY 2019-2020

as of February 20, 2020

		Variance
		<u>Fav / (Unfav)</u>
Salaries		845,000
Regular Education	635,000	
Special Education	210,000	
Health / Dental		400,000
Other Benefits		350,000
Books/Info. Res./Software		40,000
Spec. Educ.		
	Prof Serv.	(180,000)
	Tuition	(540,000)
Vocational Education		(80,000)
Professional Improvmt		40,000
Legal fees		(50,000)
Utilities		60,000
Major Maint.		0
Other		100,000
Appropriations Var.		<u>985,000</u>
Revenue Var.		300,000
Encumbrance to apply		70,000
Proj. Surplus before Cap. Res.		<u>1,355,000</u>
Capital Reserve Contribution		0
Projected Surplus		<u>1,355,000</u>

Current Fund Retention = \$500,000

TIMBERLANE POLICY COMMITTEE RECOMMENDATIONS TO THE SCHOOL BOARD FIRST READ

1 BCA/BCA-R (PC recommends revising policy to reflect NHSBA language; related policy added; procedure updated with new language and BCA-X eliminated.)

2 BDA ANNUAL ORGANIZATION MEETING OF THE SCHOOL BOARD (PC recommends revisions to the opening of the annual organizational meeting, and presider over the election portion of the meeting)

3 BDB BOARD OFFICERS (PC recommends incorporating NHSBA language into the policy)

4 BDC APPOINTED BOARD OFFICIALS (PC recommends updating the legal references and re-affirming the body of the policy)

5 BDD BOARD-SUPERINTENDENT RELATIONSHIP (PC recommends re-affirming the policy as is mirrors NHSBA language)

6 BBBH ORGANIZATION AND OPERATION OF THE SCHOOL ADMINISTRATIVE UNIT SAU SCHOOL BOARD (PC recommends re-affirming for the purpose of including in the Timberlane policies)

7 BDE BOARD/SUPERINTENDENT LEADERSHIP TEAM STANDING COMMITTEES (Remanded back to PC to address the number of board and SLT members; PC added language relative to membership needed to vote)

8 BDF ADVISORY COMMITTEE TO THE BOARD (Same language as NHSBA: PC recommends reaffirming)

9 BDG SCHOOL ATTORNEY (PC recommends reaffirming)

The committee adopted a mission statement and goals for the 2019-20 school year as follows:

MISSION - The TRSD Policy Committee maintains existing and creates new district policies. The Policy Committee recommends policies and revisions to the entire TRSD School Board for their approval.

GOAL 1 - During the 2019-2020 school year, the TRSD Policy Committee will review district policies to keep current with revisions to NH RSAs, case law and recommendations from the New Hampshire School Board Association and the National School Board Association;

TIMBERLANE POLICY COMMITTEE RECOMMENDATIONS TO THE SCHOOL BOARD FIRST READ

GOAL 2 - During the 2019-2020 school year, the TRSD Policy Committee will continue to work reviewing and updating policies which have been reviewed by New Hampshire School Board Association, with priority to the most dated policies;

GOAL 3 – During the 2019-2020 school year, the TRSD Policy Committee will continue to note all related policies and review them together; and

GOAL 4 - During the 2019-2020 school year, the TRSD Policy Committee will meet on the first Thursday of each month that the school board conducts its business.

Timberlane Regional School Board	Policy Code: BCA
Adopted: 04-21-83 Reaffirmed: 11-01-90 Revised: 09-20-01 Reaffirmed: 06-04-15 Revised:	Page 1 of 2

ETHICS POLICY STATEMENT

Related Policies: BCB

~~The Board will adopt a member code of ethics statement and annually each member will read, review and sign a copy of the statement to indicate agreement with the statement. In order to fulfill its duty under state law to provide education to pupils within the District, the Board adopts the following expectations for each of its members.~~

~~AS A MEMBER OF THE SCHOOL BOARD, AND IN ACCORDANCE WITH MY OATH OF OFFICE, I WILL STRIVE TO IMPROVE PUBLIC EDUCATION BY STRIVING TO ADHERE TO THE FOLLOWING EXPECTATIONS:~~

- ~~1. Attend all regularly scheduled Board meetings, insofar as possible, and become informed concerning issues to be considered at those meetings.~~
- ~~2. Understand that the Board, as governing body, does not manage the District, but rather sets the broad goals and standards for the District by way of policies adopted by a quorum of the Board at proper meetings under the Right-to-Know law.~~
- ~~3. Be informed about current educational issues by individual study and through information, such as those sponsored by my state and national school board associations.~~
- ~~4. Make decisions and take votes based upon the available facts, the full deliberation of the Board, and my independent judgment, and refuse to surrender or subordinate that judgement to any individual or special interest group.~~
- ~~5. Work respectfully with other Board members by encouraging the free expression of differing opinions and ideas.~~
- ~~6. Seek opportunities for the Board to establish systematic communication channels with students, staff, and members of the community.~~
- ~~7. Recognize that as a general principle the District and its students benefit when Board decisions, which have been made following consideration of all sides and vote of a quorum, receive the subsequent support of the whole Board, whenever practicable.~~

Timberlane Regional School Board	Policy Code: BCA
Adopted: 04-21-83 Reaffirmed: 11-01-90 Revised: 09-20-01 Reaffirmed: 06-04-15 Revised:	Page 2 of 2

8. Respect the confidentiality of information that is privileged under applicable law or is received in confidence or non-public session.
9. Recognize that individual Board members are without authority to act relative to School District business, and that I may not individually commit the Board to any action except as specifically designated to do so by Board action.
10. Understand the chain of command and refer problems or complaints to the proper administrative office per applicable School Board policies.
11. Work with the other Board members to establish effective Board policies, and foster a relationship with the District administration toward the effective implementation of those policies and management of the District operations, personnel and facilities.
12. Communicate to the Superintendent and to the Board (only as consistent with the Right-to-Know law) expressions of public reaction to Board programs, policies and other Board actions.
13. Present personal criticisms concerning District operations, staff, etc. to the Superintendent, not to District staff, the public, or unnecessarily at a Board meeting.
14. Establish policies and protocols for systematic communications with students, staff, and members of the community. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff.

Appendix BCA-R

Timberlane Regional School Board	Procedure Code: BCA-R
Adopted: 09-20-01 Revised: 04-02-09 Revised: 09-05-13 Revised:	Page 1 of 3

SCHOOL BOARD MEMBER ETHICS/EXPECTATIONS

AS A MEMBER OF THE SCHOOL BOARD, AND IN ACCORDANCE WITH MY OATH OF OFFICE, I WILL STRIVE TO IMPROVE PUBLIC EDUCATION BY STRIVING TO ADHERE TO THE FOLLOWING EXPECTATIONS:

1. Attend all regularly scheduled Board meetings, insofar as possible, and become informed concerning issues to be considered at those meetings.
2. Understand that the Board, as governing body, does not manage the District, but rather sets the broad goals and standards for the District by way of policies adopted by a quorum of the Board at proper meetings under the Right-to-Know law.
3. Be informed about current educational issues by individual study and through information, such as those sponsored by my state and national school board associations.
4. Make decisions and take votes based upon the available facts, the full deliberation of the Board, and my independent judgment, and refuse to surrender or subordinate that judgement to any individual or special interest group.
5. Work respectfully with other Board members by encouraging the free expression of differing opinions and ideas.
6. Seek opportunities for the Board to establish systematic communication channels with students, staff, and members of the community.
7. Recognize that as a general principle the District and its students benefit when Board decisions, which have been made following consideration of all sides and vote of a quorum, receive the subsequent support of the whole Board, whenever practicable.
8. Respect the confidentiality of information that is privileged under applicable law or is received in confidence or non-public session.
9. Recognize that individual Board members are without authority to act relative to School District business, and that I may not individually commit the Board to any action except as specifically designated to do so by Board action.
10. Understand the chain of command and refer problems or complaints to the proper administrative office per applicable School Board policies.

Timberlane Regional School Board	Procedure Code: BCA-R
Adopted: 09-20-01 Revised: 04-02-09 Revised: 09-05-13 Revised:	Page 2 of 3

- 11. Work with the other Board members to establish effective Board policies, and foster a relationship with the District administration toward the effective implementation of those policies and management of the District operations, personnel and facilities.
- 12. Communicate to the Superintendent and to the Board (only as consistent with the Right-to-Know law) expressions of public reaction to Board programs, policies and other Board actions.
- 13. Present personal criticisms concerning District operations, staff, etc. to the Superintendent, not to District staff, the public, or unnecessarily at a Board meeting.
- 14. Establish policies and protocols for systematic communications with students, staff, and members of the community. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff.

School Board Member Signature _____ Date _____

~~AS A MEMBER OF MY LOCAL BOARD OF EDUCATION, I WILL STRIVE TO IMPROVE PUBLIC EDUCATION, AND, TO THAT END, I WILL STRIVE TO:~~

~~Attend all regularly scheduled Board meetings, insofar as possible, and become informed concerning the issues to be considered at those meetings.~~

~~Recognize that I should endeavor to make policy decisions only after full discussion at publicly held Board meetings.~~

~~Render all decisions based on the available facts and my independent judgment and refuse to surrender that judgment to individuals or special interest groups.~~

~~Encourage the free expression of opinion by all Board members, and seek systematic communications between the Board and students, staff, and all elements of the community.~~

~~Work with other Board members to establish effective Board policies and to delegate authority for the administration of the schools to the Superintendent of Schools.~~

~~Communicate to other Board members and the Superintendent expressions of public reaction to Board policies and school programs.~~

~~Inform myself about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by my state and national school board associations.~~

Timberlane Regional School Board	Procedure Code: BCA-R
Adopted: 09-20-01 Revised: 04-02-09 Revised: 09-05-13 Revised:	Page 3 of 3

~~Support the employment of those persons best qualified to serve as school staff and insist on a regular and impartial evaluation of all staff.~~

~~Avoid being placed in a position of conflict of interest, and refrain from using my Board position for personal or partisan gain.~~

~~Take no private action that will compromise the Board or administration and respect the confidentiality of information that is privileged under applicable law or is received in confidence or executive session.~~

~~Take no private action that will compromise the Board's actions or decisions, and respect and support such actions and decisions as made by the majority vote or consensus of the Board.~~

~~Not accept things of material value for personal use or gain from companies or organizations doing business with the school district. Exceptions to this policy are the acceptance of minor items (typically items valued less than \$25) which are generally distributed by the companies through public relations programs.~~

~~Remember always that my first and greatest concern must be the educational welfare of the students attending the public schools.~~

<p>Timberlane Regional School Board</p>	<p>Procedure Code: BCA-X</p>
<p>Adopted: 04-02-09 Revised: 09-05-13</p>	<p><u>Page 1 of 1 REPEAL AND REPLACE WITH BCA-R</u></p>

SCHOOL BOARD MEMBER ETHICS/EXPECTATIONS

~~AS A MEMBER OF MY LOCAL BOARD OF EDUCATION, I WILL STRIVE TO IMPROVE PUBLIC EDUCATION, AND, TO THAT END, I WILL STRIVE TO:~~

~~Attend all regularly scheduled Board meetings, insofar as possible, and become informed concerning the issues to be considered at those meetings.~~

~~Recognize that I should endeavor to make policy decisions only after full discussion at publicly held Board meetings.~~

~~Render all decisions based on the available facts and my independent judgment and refuse to surrender that judgment to individuals or special interest groups.~~

~~Encourage the free expression of opinion by all Board members, and seek systematic communications between the Board and students, staff, and all elements of the community.~~

~~Work with other Board members to establish effective Board policies and to delegate authority for the administration of the schools to the Superintendent of Schools.~~

~~Communicate to other Board members and the Superintendent expressions of public reaction to Board policies and school programs.~~

~~Inform myself about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by my state and national school board associations.~~

~~Support the employment of those persons best qualified to serve as school staff and insist on a regular and impartial evaluation of all staff.~~

~~Avoid being placed in a position of conflict of interest, and refrain from using my Board position for personal or partisan gain.~~

~~Take no private action that will compromise the Board or administration and respect the confidentiality of information that is privileged under applicable law or is received in confidence or executive session.~~

~~Take no private action that will compromise the Board's actions or decisions, and respect and support such actions and decisions as made by the majority vote or consensus of the Board.~~

~~Not accept things of material value for personal use or gain from companies or organizations doing business with the school district. Exceptions to this policy are the acceptance of minor items (typically items valued less than \$25) which are generally distributed by the companies through public relations programs.~~

~~Remember always that my first and greatest concern must be the educational welfare of the students attending the public schools.~~

School Board Member Signature _____ Date

<p>Timberlane Regional School Board</p>	<p>Policy Code: BDA</p>
<p>Adopted: 05-03-84 Revised: 11-01-90, 04-18-91 08-27-92, 10-17-96 12-03-98, 02-22-01 09-20-01, 02-24-05 06-20-13</p>	<p>Page 1 of 2</p>

ANNUAL ORGANIZATION MEETING OF THE SCHOOL BOARD

Related Policies: BBAB, BDB, BDC

The Board shall organize annually at its first meeting following the District elections. Every member shall be notified of the meeting for organization, in accordance with RSA 91-A:2. This meeting shall be called to order by the ~~Superintendent~~School Board Chair, who shall preside ~~during and until the election of a Chairperson~~until the election portion of the meeting.

The election of the Chairperson should be based on qualifications for the position. Other methods such as rotation should be discouraged.

Unless changed by a two-thirds vote of those present, the order of business for each annual organization meeting of the Timberlane Regional School Board shall be as follows:

- A. Opening of meeting by the ~~Superintendent or a member of his/her staff~~School Board Chair.
- B. Elections – to be presided over by the Superintendent
 - 1. Chairperson
 - 2. Vice Chairperson
 - 3. Others, if desired
- C. Appointments for the next school year – to be presided by the newly elected Chair
 - 1. School District Clerk and Board Recording Secretary
 - 2. School Treasurer and Deputy Treasurer (at expiration of term)
 - 3. School Counsel
 - 4. Attendance Officer
 - 5. Others, if desired
- D. Bonding (RSA 197:23-a)
 - 1. Treasurer
 - 2. Deputy Treasurer
- E. Designating Banks

<p>Timberlane Regional School Board</p>	<p>Policy Code: BDA</p>
<p>Adopted: 05-03-84 Revised: 11-01-90, 04-18-91 08-27-92, 10-17-96 12-03-98, 02-22-01 09-20-01, 02-24-05 06-20-13</p>	<p>Page 2 of 2</p>

- 1. Depository for District Funds
 - F. Designating dates and times for regular monthly meetings
 - G. Adjournment

With respect to B, C, and E: a plurality vote of the board shall be sufficient to elect school board officers, to appoint school board officials and to designate a depository for district funds.

After adjournment of this meeting, the Board shall reconvene in special meeting if it wishes to consider additional matters. The order of business for such special meeting shall be that established for regular meetings.

Legal Reference:

RSA 91-A:2, Public Records and Meetings: Meetings Open to the Public)

<p>Timberlane Regional School Board</p>	<p>Policy Code: BDB</p>
<p>Adopted: 01-01-83 Revised: 10-03-96 Revised: 12-03-98 Revised: 02-22-01 Revised: 09-20-01 Reaffirmed: 02-24-05 Revised: 06-06-13 Revised:</p>	<p>Page 1 of 1</p>

BOARD OFFICERS

Related Policies: BBAB, BDA

The officers of the School Board shall be a Chairperson and a Vice-Chairperson. The officers shall be elected at the annual organization meeting to serve until the next annual organization meeting or until a successor is elected. Any vacancy in any of such offices may be filled at any meeting of the Board provided that all members of the Board have been notified prior to the meeting that the vacancy will be filled at such meeting. The Superintendent is the chief executive officer and an ex-officio member of the Board and shall be the Executive Secretary ex-officio a non-voting member.

CHAIRPERSON:

The Chairperson shall have the right to vote on all matters before the Board. The chairperson shall consult with the Superintendent on the preparation of the agenda for each meeting, shall have authority to sign contracts and other instruments as approved by the Board in its name and on its behalf, and shall have such other powers and duties as the Board may from time to time determine.

VICE-CHAIRPERSON:

The Vice-Chairperson shall have the powers and duties of the Chairperson in his/her absence or for the duration of the disability, and such other powers and duties as the Board may from time to time determine.

If the chairperson resigns from the school board or resigns from the office of chair, the vice-chairperson will become chair of the board. If the chairperson loses his/her election or does not run for re-election, the vice-chair shall serve as chair during the organizational meeting. If the vice-chairperson or secretary resigns from the school board or from the respective office, the board will hold new elections for those offices.

BDB - BOARD OFFICERS

Timberlane Regional School Board	Policy Code: BDC
Adopted: 04-21-83 Revised: 11-01-90 Revised: 09-07-95 Revised: 12-03-98 Revised: 11-18-10 Revised:	Page 1 of 1

APPOINTED BOARD OFFICIALS

Related Policies: BBBC, BBBH, BDB, BID

CLERK OF THE DISTRICT

The Clerk of the District is appointed by the Board and the School Board will fix the salary of the District Clerk who shall not be a member of the School Board. The Clerk shall keep a true record of each District meeting and make any reports to the State of New Hampshire as may be required and shall carry out duties as required by law.

TREASURER

The Treasurer of the School District shall be appointed by the Board and shall not be a member of the School Board. He/she shall receive such remuneration as the Board may determine and perform such duties pertaining to the fiscal affairs of the School District as outlined in the New Hampshire statutes relating to public schools.

A Deputy Treasurer shall be appointed by the Board.

RECORDING SECRETARY

The Board Recording Secretary shall be appointed by the Board and shall be responsible for the taking and transcribing the minutes of the Board meetings and for Board correspondence.

Statutory References:

RSA 195:5, Cooperative School District Officers: School Board Powers & Duties

RSA 197:20, School Meetings & Officers: Clerk Duties

RSA 197:22, School Meetings & Officers: Treasurers Bond

RSA 197:23-a, School Meetings & Officers: Treasurers Duties

RSA 671:23, School District Elections: Warrant

RSA 671:6, School District Elections: Other Officers

RSA 671:31, School District Elections: Reports by Clerk

~~*RSA 195:5*~~

~~*RSA 197:20, 197:23-a*~~

~~*RSA 197:27*~~

~~*671:23, 671:6, 671:31*~~

<p>Timberlane Regional School Board</p>	<p>Policy Code: BDD</p>
<p>Adopted: 04-21-83 Reaffirmed: 11-01-90 Revised: 12-16-10 Reaffirmed:</p>	<p>Page 1 of 1</p>

BOARD-SUPERINTENDENT RELATIONSHIP

<p>Related policies: BG, BGA</p>

The Board believes that policy-making is the primary function of a School Board and that the execution of the policies is the primary function of the Superintendent.

Delegation by the Board of its executive powers to the Superintendent provides freedom for the Superintendent to manage the schools within the Board’s policies and frees the Board to devote its time to policy-making and appraisal functions.

The Superintendent is responsible for the administration of Board policies, the execution of Board decisions, the operation of school programs, for keeping the Board informed about school operations and issues, and for satisfactory fulfillment of the duties required by statute and regulations of the State Board of Education.

Appendix BDD-R

<p>Timberlane Regional School District</p>	<p>Policy Code: BBBH</p>
<p>Approved: 12-04-91 Revised: 12-12-95 Revised: 11-12-97 Revised: 09-20-01 Revised: 02-24-05 Reaffirmed:</p>	<p>Page 1 of 3</p>

**ORGANIZATION AND OPERATION OF THE
SCHOOL ADMINISTRATIVE UNIT (SAU) SCHOOL BOARD**

A. SAU SCHOOL DISTRICTS: The School Districts of Timberlane and Hampstead shall constitute SAU #55.

B. SAU BOARD: The combined school boards of the school districts.

C. VOTING RIGHTS:

RSA 194-C:7 Representation. Every school district maintaining one or more public schools shall be entitled to 3 votes on the joint board of school administrative units, plus additional votes as provided in RSA 194-C:8. Districts not maintaining schools shall have one representative on said joint board, who shall be entitled to one vote. Each school district board member present shall be entitled to have a proportionate share of the school district's votes provided that the total votes per district shall be equally divided among said district's board members present and cast as each member present decides on any issue.

RSA 194-C:8 Weighted Voting. In all votes regarding school administrative unit affairs, including organizing of such unit school board and selection of officers, each district shall be entitled to one additional vote for each 16 pupils residing in that district and enrolled in schools under the administrative unit. A balance of 8 or more students shall entitle that district to an additional vote. Less than 8 students would have no net effect on a district's vote. Enrollments shall be based on the average daily membership in residence of each district for the school year which ended in the preceding June. Weighted votes shall only be used upon the demand of a majority of the members of any board present and voting in the school administrative unit. The school board members present at a school administrative unit school board meeting shall be entitled to cast the entire number of votes assigned to their school districts, provided that each representative present shall be entitled to a proportionate share of the total to be cast as provided in RSA194-C:7.

1. Elect, when necessary, a Superintendent.
2. Act upon the Superintendent's nomination for SAU professional staff.
3. Fix the salaries of all SAU personnel.
4. Adopt a budget for the expenses of the SAU.
5. Adopt policies affecting the SAU.

D. VACANCY ON THE BOARD: Any vacancy on the SAU Board shall be filled in accordance with the statute governing the Board of the school district of the resigned member.

<p>Timberlane Regional School District</p>	<p>Policy Code: BBBH</p>
<p>Approved: 12-04-91 Revised: 12-12-95 Revised: 11-12-97 Revised: 09-20-01 Revised: 02-24-05 Reaffirmed:</p>	<p>Page 2 of 3</p>

- E. ELECTION OF SAU PROFESSIONAL STAFF: When a vacancy occurs in the SAU professional staff, the Chairman of The Board shall establish a screening committee consisting of one Board member from each of the school districts. The Chairman of the screening committee shall be appointed by the SAU Board Chairman and the Superintendent of Schools shall serve on the committee (except if the Superintendent’s position is being vacated).
- F. EMPLOYMENT OF OFFICE PERSONNEL: All other SAU personnel shall be recommended for employment by their immediate supervisor and approved by the Superintendent of Schools.
- G. MEETINGS:
 - 1. Annual: The SAU Board shall meet annually between April 1 and June 1 in each year, at a time and place fixed by the Chairman. The Board shall organize by electing the following officers: The Board shall elect the professional staff members for the next fiscal year and fix the salaries of all SAU personnel.
 - a. Chairman
 - b. Vice Chairman
 - c. Treasurer
 - d. Assistant Treasurer
 - 2. Semi-Annual: The SAU Board shall hold a meeting between October 15 and December 15 in each year for the purpose of preparing a recommended budget for the next fiscal year for the expenses of the SAU.
 - 3. Budget Hearing - Public: There shall be held, within the SAU at a time and place specified by the SAU Board Chairman, a public hearing upon the recommended budget. The SAU Board shall adopt a budget, following the public hearing, for the next fiscal year.
 - 4. Special Meetings: The SAU Board may hold special meetings at the call of the Chairman or at the request of any one of the member school boards.
 - 5. Notification of Meetings and Procedure:
 - a. Except in emergencies, written notice of each meeting is expected from the Superintendent’s office well in advance of the appointed time and legally posted in accordance with RSA 91-A:2.
 - b. The public budget hearing shall be held in an appropriate facility centrally located.

Timberlane Regional School District	Policy Code: BBBH
Approved: 12-04-91 Revised: 12-12-95 Revised: 11-12-97 Revised: 09-20-01 Revised: 02-24-05 Reaffirmed:	Page 3 of 3

- c. An agenda shall be prepared by the Superintendent of Schools for each Board member prior to the meeting. Items will not be included for action of the SAU Board at a meeting unless submitted to the Superintendent of Schools four days prior to the day of the meeting.
 - d. The SAU Board may go into non-public session by a majority vote of the members, in accordance with RSA 91-A:3.
 - e. A caucus of reasonable duration may be called by any one of the member boards. The SAU School Board will recess while individual boards are holding a caucus.
- I. ANNUAL AUDIT: The SAU Board shall authorize an audit of the SAU accounts annually.
- J. NON-DISCRIMINATORY POLICY: The SAU Board does not discriminate on the basis of race, religion, color, gender, sexual orientation, age, marital status, disability, or nationality or ethnic origin, in the educational programs or activities which it operates and that are required by Titles VI and IX.
- K. ADMINISTRATIVE AUTHORITY: The Superintendent of Schools is the chief executive officer of the school districts and, in his absence, the Assistant Superintendent will act as deputy chief administrative officer with the same power and responsibilities as vested in the Superintendent.

Legal References:

RSA 194-C:5

RSA 194-C:10

RSA 194-C:9

REAFFIRMATION NOTE: Reaffirmation of this policy on _____ was for the sole purpose of clarifying that this policy is an SAU55 Board policy and its inclusion in the Timberlane policy repository is merely a courtesy to reference the SAU policy.

Timberlane Regional School Board	Policy Code: BDE
Revised: 12-03-98 Revised: 02-24-05 Revised: 09-05-13 Revised: 05-07-15 Revised: 06-02-16 Revised: 11-02-17 Revised:	Page 1 of 1

BOARD/SUPERINTENDENT LEADERSHIP TEAM STANDING COMMITTEES

Related Policies: BDF

The Board may have the following standing committees as deemed necessary:

1. Facilities
2. Curriculum and Assessment
3. Policy
4. Safety
5. Capital Improvement Plan
6. Wellness

Standing and ad hoc committees and delegations shall be appointed by the School Board Chair and approved by vote of a majority of the Board. Committees will meet as needed on challenges and opportunities pertaining to said committee.

The School Board Chair and the Superintendent will work together to appoint members to each committee from both the School Board and the Superintendent Leadership Team and to appoint co-chairs of each committee, one being a School Board member and the other being a member of the Superintendent Leadership Team.

Only members of the committee may vote on committee matters and at least two members of the committee from the School Board and two members of the committee from the Superintendent Leadership Team must be present to hold a **vote at a** meeting. Substitute members selected by the committee co-chairs may act and vote on behalf of the absent member(s).

All recommendations of the committees will be presented to the Superintendent's Leadership Team before presentation to the full board for action.**

**The Policy Committee is not required to present recommendations to the Superintendent Leadership Team.

Timberlane Regional School Board	Policy Code: BDF
Adopted: 04-21-83 Reaffirmed: 11-01-90 Revised: 01-20-11 Reaffirmed:	Page 1 of 2

ADVISORY COMMITTEES TO THE BOARD

Related Policies: BDE, BDH

The Board may rely on advisory committees to counsel it as one means of discerning the needs and desires of the school district and its residents. The central purpose of all advisory committees is to contribute to the educational program by conducting studies, identifying problems, and developing recommendations that enhance the effectiveness of the decision-making process.

Any advisory committee shall have only those duties and powers as the Board determines. The ultimate authority to make decisions will continue to reside with the Board. No advisory committee's recommendation shall have any limiting effect on appropriations, unless all the procedures of RSA 32 have been followed.

Specific topics for study or activity shall be assigned to each committee. Upon completing its assignment, each committee either shall be given new problems or be dissolved. Advisory committees shall not be allowed to continue for prolonged periods without a definite assignment. Each committee shall be instructed as to the length of time each member is being asked to serve, the service the Board wishes it to render, the resources the Board intends to provide, the approximate dates on which the Board wishes it to submit reports, and the approximate date on which the Board wishes to dissolve the committee. The committee shall be instructed as to the relationship it has to the Board, to individual Board members, to the Board member(s) assigned to provide liaison, to the Superintendent, the committee assistant, and the remainder of the professional staff.

The Board shall have sole power to dissolve any of its advisory committees and shall reserve the right to exercise this power at any time during the life of any committee.

The Board shall seek the advice of the Superintendent before establishing or dissolving any advisory committee.

The Board shall make all appointments of citizens to advisory committees. The Superintendent shall make all appointments of staff members to citizens advisory committees after approval of the Board.

The School Board shall see that the public is made aware of the services rendered by such committees of citizens as it may appoint and shall see that the public is informed of the major conclusions and recommendations made by such committees. All public announcements concerning the organization, membership, operation, recommendations and dissolution of such committees shall be made at such time and in such manner as the Board may choose.

Legal Reference:

Timberlane Regional School Board	Policy Code: BDF
Adopted: 04-21-83 Reaffirmed: 11-01-90 Revised: 01-20-11 Reaffirmed:	Page 2 of 2

RSA 32:24 Other Committees

Timberlane Regional School Board	Policy Code: BDG
Adopted: 04-21-83 Revised: 11-01-90 Revised: 12-16-10 Revised: 10-28-19 Reaffirmed:	Page 1 of 1

SCHOOL ATTORNEY

The Board recognizes that the increasing complexity of school district operations frequently requires procurement of professional legal services. Consequently, the Board shall retain a law firm or an attorney for that purpose.

A decision to seek legal advice or assistance on behalf of the School District shall normally be made by the Superintendent or by persons specifically authorized by the Superintendent. Such action shall occur as it is consistent with approved District policy or standard practice and meets an obvious need of the District. It may also take place as a consequence of formal Board direction.

Many types of instances of legal assistance to the District may be considered routine and not necessitating specific Board approval or prior vote. For example, the Superintendent may consult with the school attorney to interpret statutory requirements or regulations, prepare or review contracts and seek legal opinions regarding other District issues. However, when the administration concludes that unusual types or amounts of professional legal service may be required, Board authorization for such service shall be promptly requested.

School Report



SCHOOL/DEPARTMENT REPORT TO THE SCHOOL BOARD – February 20, 2020

Atkinson Academy

- Atkinson Academy worked on practice test questions in getting students ready for the New Hampshire tests.
- Enrichment day was enjoyed by all the theme was "JOURNEYS."
- JumpRope club ended with a bang! The JumpRope for Heart will be on March 10th.
- Book Fair week will be next week from Monday-Friday.

Danville Elementary

- On the Friday before vacation, Danville had our first whole-school enrichment day of the year, Day of the Coast. Students and staff got to experience many ocean themed activities throughout the day. The UNH Marine Docents (part of the New Hampshire Sea Grant) visited with 54 docents. The docents lead 11 different workshops and allowed students time to dig deep into learning about all things ocean. Workshops included singing sea chanteys, learning about plate tectonics, dissecting squid, understanding more about our rocky shores and so much more. A huge thank you to our PTA who funded the marine docent visit. The New England Aquarium brought along a 42-foot whale named Calvin (a model, of course) and taught our grade 1-5 students all about the importance of these huge creatures.
- This past Tuesday, Danville held our PreK and Kindergarten Parent Night. The night was well attended by families. Kindergarten staff shared lots of helpful information and gave families a tour of the classrooms. We are looking forward to having the Class of 2033!

Pollard School

- Pollard School recently had our Pre-K/K registration night. It is an exciting night where we get to meet our newest penguins! We will have some amazing students in the classes of 2033 and 2034!
- Pollard continues to have wonderful parent volunteers. One of our parents, Dan Byron, painted a penguin mural in our entryway. We want to thank him and all our penguin parents for all they do!
- Our partnership with the high school science honor society continues. These bright high school students have organized yet another exciting science club for Pollard students. The science learning and the connections between the younger and older students is amazing to see.



Sandown North

- The Shoe Collection for Mrs. DiBenedetto and Mrs. Chauvette's Chicago Marathon fundraiser is wrapping up. Our school alone has collected almost 1000 pairs of shoes! Mrs. DiBenedetto and Mrs. Chauvette are raising money for the National CASA Association that provides support and advocacy for abused or neglected children.

- The Sandown Drama Club has only three practices left until they go live for their performance of the Wizard of Oz! The play will be performed on March 19th at the PAC at 5 pm. You may buy tickets for \$2 each or \$5 for a family through Sandown North or at the door the day of the play.
- Mrs. Paladino's class worked tirelessly on writing and producing a play that they chose to write during their free time. The play's theme centered upon friendship and the students not only created all of the dialogue, but they even wrote accompanying lyrics and music! Some lucky staff were fortunate enough to attend their stellar performance on Valentine's Day. Congratulations to all involved!

TLC@ Sandown Central

- Current enrollment: Pre-K: 102 K: 69 Total= 171
- Kindergarten students have been working on the skill of being "responsible students" in preparation for first grade. One way we are practicing this is through borrowing books from our school library. Students are enjoying being able to select books on their own and take home to share with their families.
- Our Timberlane High School Owls are now working with preschool and kindergarten students as part of our school partnership. Students are collaborating with teachers and working at a center with the children to support activities like arts and crafts and literacy.
- We are excited to have our gymnasium receiving some TLC. The center wall of the gym will be painted with our owl logo by Dan Byron from Byron's Airbrushing. Dan is graciously volunteering his time to support our district. We are thrilled to have a new partnership for the building.

Middle School

- Students and staff had the chance to rest and recharge over February break. We are back from vacation and already back in the swing of things at school. The warm weather as of late has us excited for Spring!
- Our students and staff have been working on some awesome Opportunity Block projects! Some students in grade 6 were given a task to create a house with working lights which helped them learn and explore the idea of a basic electrical circuit. In grade 8, a group of students is participating in a project called "Spread the Love." Students are invited, under the supervision of the classroom teacher, to write kind comments about their classmates on the board. Students get to see the comments after their classmates write them, take a moment to soak in the positive notes, and express their appreciation for the kind and insightful messages from their classmates.
- The TRMS Student Senate is sponsoring a charity fundraiser for the Jimmy Fund, in partnership with Dana Farber cancer research. Student Senate members have each donated items that will be raffled off in themed baskets. The students will be selling raffle tickets to staff and students prior to the drawing of winners.

High School

- March 7 – Strut for the Cure fashion show, 7:00 pm HS café and gym
- March 10 – Teacher Talent Show 6:30pm PAC
- March 14 – Kid's Night Out (grades K-5) sponsored by Student Council cost is \$20.00 per child for the entire evening of fun and activity (if you have more than one the cost is \$15 for each additional child). Snacks, drinks and pizza will be provided along with arts & crafts, board games, movies and plenty of fun. Please reserve with Jennifer.libby@timberlane.net by email or text information to 603-674-6417 - drop off is at the high school café 4:00pm – 8:00 pm.

- March 19 - Parent/Teacher Conferences 4:30-7:00pm High School. Parents are signing up electronically to meet with their student's teachers.
- Our facilities crew is doing a great job cleaning our building to keep us all safe. Just want to give them a shout out.

Athletics

- The Timberlane Wrestling team won the NH State Championship and will be sending 9 kids to the New England Championships this weekend.
- The Gymnastics team finished up by winning the morning session of the State Competition and will have 2 Gymnasts competing at the New England Championships on March 14th. Congratulations and good luck to Rebecca Silva and Lindsey Klimkofski.
- The Cheerleaders will be competing this Sunday at Pinkerton in the NHIAA Division 1 State Tournament.
- Spring Sports will begin on Monday, March 23rd.

Performing Arts

INTRODUCTION—THE CHICAGO EXPERIENCE
A TRIBUTE TO THE LEGENDARY ROCK BAND CHICAGO



SATURDAY - MARCH 7, 2020 - 7:30 PM
TICKETS: \$20 ADULTS / \$15 SENIORS & STUDENTS

- Timberlane Concert Band Festival - Mar 15, 2020-Sun-1-5:00pm - Featuring performances by Area Community Concert Bands - Tickets: \$15 adults, \$10 seniors & students
- Timberlane Choral Festival - Apr 5, 2020-Sun-1-5:00pm - Featuring the Timberlane Community Chorus & Performances by Area Community Choral Groups - Tickets: \$15 adults/ \$10 seniors & students

