

TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

THURSDAY, MARCH 7, 2019

Regular Meeting - 7:30PM

Dr. Earl Metzler, II, Superintendent
Dr. Roxanne Wilson, Asst. Superintendent

Superintendent's Office
30 Greenough Road , Plaistow, NH
Susan Sherman, Chairman
Brian Boyle, Vice Chairman

AGENDA

1. **7:30 PM** Call to Order - Chair
2. Roll Call - Clerk
3. Pledge of Allegiance
4. Approval of Minutes
 - a. January 16, and February 21 (4 sets)
5. Student Representative
6. Delegates and Individuals
7. Current Business
 - a. **7:40PM** 2020-21 School Calendar - ACTION (10)
 - b. **7:50PM** Group Insurance - INFORMATIONAL (30 minutes)
 - c. **8:20PM** Food Service Annual Review - INFORMATIONAL/ACTION (30)
8. **8:50PM** Administrator's Report
9. **8:55PM** Personnel Report
10. **9:00PM** Committee Reports/Reports of the School Board
11. Correspondence Folder
12. Vendor and Payroll Registers
13. **9:05PM** Other Business
14. Non-public (if needed)
15. Future Dates

DATE	MEETING TYPE	LOCATION	TIME
March 12	Voting	Polls	
March 21	Re-Organizational Meeting	SAU	7:00PM
April 4	Regular Board Meeting	SAU	7:30PM
April 18	Regular Board Meeting	SAU	7:30PM
May 2	Regular Board Meeting	SAU	7:30PM
May 16	Regular Board Meeting	SAU	7:30PM
June 6	Regular Board Meeting	SAU	7:30PM
June 13	Regular Board Meeting	SAU	7:30PM

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 7, 2019 School Board Meeting

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

4. APPROVAL OF MINUTES *(January 16, and February 21 – 4 sets)*

5-6. STUDENT REP AND DELEGATES AND INDIVIDUALS

7. CURRENT BUSINESS

a. 2020-21 School Calendar– ACTION

Christi Michaud to present proposed 2020-21 school calendar. The central office has received numerous calls from families over the past few years appreciating being able to vacation plan a year or more in advance.

b. Group Insurance – INFORMATIONAL

This item is on the agenda at the request of Mr. O'Neil who asked the board to look more closely at the group insurance budget line (2900-210) reflecting a total of \$10,240,159.

c. Food Service Annual Review – INFORMATIONAL/ACTION

Tom Geary and members of the Whitson team to present the annual review of the food service contract.

8. ADMINISTRATOR'S REPORT – Dr. Metzler to present

a. Update on District Activities

9. PERSONNEL REPORT – Dr. Metzler to present

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. NON-PUBLIC – 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 21, 2019	
Policies	
Re-allocation for MS-22	
Strategic Plan Update	
Re-organizational meeting	
Business Consultant Update	
FLES Update	
Review of Investment Policy DFA	(to be reviewed annually per RSA and Auditor)
SPED Trend Report	
Auditor's Report	

April 4, 2019	
Policies	
Athletic Contract Annual Review	
Graduation Date	
Committee Assignments	
Renominations	
School Board Goals	
Transportation Vote (MS/HS Buses)	

**PROPOSED
REVISED**

Timberlane Regional School District

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

August 22	New Teacher Orientation	Dec 23-Jan 1	Holiday Break
August 26-27	Professional Development TTA/TSSU	January 13	Professional Development TTA
August 28	First Day of School	January 20	Martin Luther King Jr. Civil Rights Day
September 30-2	Labor Day	Feb 24-28	Winter Break
October 14	Columbus Day	March 24	Professional Development TTA
October 15	Professional Development TTA	April 27-May 1	Spring Break
October 24	Early Release	May 22	Early Release
November 11	■ Veterans Day Observed	May 25	■ Memorial Day Observed
November 27-29	Thanksgiving Break	June 16	Last Day of School **/Early Release



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Atkinson, Danville, Plaistow, Sandown

2020 - 2021 School Calendar

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

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B

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October (20)	5 X 19 26	6 PD 20 27	7 14 21 28	1 8 15 22 ER	2 9 16 23 30	April (17)	5 12 19 X	6 13 20 X	7 14 21 X	1 8 15 22 X	2 9 16 23 X
November (17)	2 9 16 23 30	3 10 17 24	4 X 18 X	5 12 19 X	6 13 20 X	May (20)	3 10 17 24 X	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 ER
December (14)	7 X X	1 8 X X	2 9 X X	3 10 X X	4 11 X X	June (14)	7 14 X X	1 8 X X	2 9 X X	3 10 X	4 11 ER X
January (18)	4 X 25	5 12 19 26	6 13 20 27	7 14 21 PD	X 8 15 22 29						

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Timberlane Regional School District
Insurance Review based on GMR Plan Schedule October, 2018 Data

Insurance Type		Number of Enrollees	2018- 2019 Monthly cost	2018-2019 yearly Cost	TRSD 2018-2019	2019- 2020 Monthly cost	2019-2020 yearly Cost	TRSD 2019-2020
BCNE20(07L)-RX10/20/45/3K(L)	Single	8	\$ 944.20	\$ 11,330.40	\$ 90,643.20	\$ 1,005.57	\$ 12,066.88	\$ 96,535.01
	2-Person	16	\$ 1,888.40	\$ 22,660.80	\$ 362,572.80	\$ 2,011.15	\$ 24,133.75	\$ 386,140.03
	Family	8	\$ 2,549.34	\$ 30,592.08	\$ 244,736.64	\$ 2,715.05	\$ 32,580.57	\$ 260,644.52
BC3T20(07L)-RX10/20/45/3K(L)	Single	6	\$ 933.72	\$ 11,204.64	\$ 67,227.84	\$ 994.41	\$ 11,932.94	\$ 71,597.65
	2-Person	9	\$ 1,867.43	\$ 22,409.16	\$ 201,682.44	\$ 1,988.81	\$ 23,865.76	\$ 214,791.80
	Family	13	\$ 2,521.03	\$ 30,252.36	\$ 393,280.68	\$ 2,684.90	\$ 32,218.76	\$ 418,843.92
HMOBNE20(07L)-RX10/20/45/3K(L)	Single	39	\$ 868.19	\$ 10,418.28	\$ 406,312.92	\$ 924.62	\$ 11,095.47	\$ 432,723.26
	2-Person	38	\$ 1,736.38	\$ 20,836.56	\$ 791,789.28	\$ 1,849.24	\$ 22,190.94	\$ 843,255.58
	Family	94	\$ 2,344.11	\$ 28,129.32	\$ 2,644,156.08	\$ 2,496.48	\$ 29,957.73	\$ 2,816,026.23
AB20(07L)-RX10/20/45/3K(L)	Single	62	\$ 854.63	\$ 10,255.56	\$ 635,844.72	\$ 910.18	\$ 10,922.17	\$ 677,174.63
	2-Person	61	\$ 1,709.27	\$ 20,511.24	\$ 1,251,185.64	\$ 1,820.37	\$ 21,844.47	\$ 1,332,512.71
	Family	102	\$ 2,307.51	\$ 27,690.12	\$ 2,824,392.24	\$ 2,457.50	\$ 29,489.98	\$ 3,007,977.74
ABSOS20/40/1KDED(07L)-RX10/20/45/3K(L)	Single	21	\$ 688.88	\$ 8,266.56	\$ 173,597.76	\$ 733.66	\$ 8,803.89	\$ 184,881.61
	2-Person	5	\$ 1,377.75	\$ 16,533.00	\$ 82,665.00	\$ 1,467.30	\$ 17,607.65	\$ 88,038.23
	Family	13	\$ 1,859.97	\$ 22,319.64	\$ 290,155.32	\$ 1,980.87	\$ 23,770.42	\$ 309,015.42
MC3(07L)-RX5/15/30(LCY)	Single			\$ 592.71	\$ -		\$ 631.24	\$ -
MC3(07L)-RX10/20/45(LCY)	Single	76		\$ 572.20	\$ -		\$ 609.39	\$ -
MCMRX(07L)	Single	48		\$ 228.84	\$ -		\$ 243.71	\$ -

Yearly Totals (Excl MC)	495			\$ 10,460,242.56			\$ 11,140,158.33
Yearly Totals (Excl MC)	495		\$ 10,460,242.56			\$ 11,140,158.33	
Yearly Average per Person			\$ 21,131.80			\$ 22,505.37	
TRSD % of obligation							
Teacher - TTA	85%			\$ 8,891,206.18			\$ 9,469,134.58
TSSU - varies in amount due to contract	85%						
Yearly Average per Person (District)				\$ 17,962.03			\$ 19,129.56

All Categories:	Number of Enrollees	2019-2020 yearly Cost	TRSD 2018-2019	2019-2020 yearly Cost	TRSD 2019-2020
Health	495	\$ 10,460,242.56	\$ 8,891,206.18	\$ 11,140,158.33	\$ 9,469,134.58
Dental	485	\$ 546,598.92	\$ 396,719.00	\$ 582,127.87	\$ 423,148.56
Life		\$ 3,988.44	\$ 3,988.44	\$ 4,147.98	\$ 4,147.98
LTD		\$ 615.07	\$ 615.07	\$ 639.67	\$ 639.67
STD		\$ 23,549.17	\$ 23,549.17	\$ 24,491.14	\$ 24,491.14
Buyout		\$ 54,300.00	\$ 54,300.00	\$ 56,472.00	\$ 56,472.00

Total Health & Health Related Costs: \$ 9,978,033.92

TRSD 2019 - 2020 Default Budget & Operating Budget - Group Insurance: \$ 10,221,587.00

Delta: \$ 243,553.08

Insurance Type		Number of Enrollee	2018- 2019 Monthly cost	2018-2019 yearly Cost	TRSD 2018-2019	2019- 2020 Monthly cost	2019-2020 yearly Cost	TRSD 2019-2020
BCNE(07L)-RXS/15/30/3K(L)	Single	1	\$ 1,028.07	\$ 12,336.84	\$ 12,336.84	\$ 1,094.89	\$ 13,138.73	\$ 13,138.73
	2-Person	0	\$ 2,056.15	\$ 24,673.80	\$ -	\$ 2,189.80	\$ 26,277.60	\$ -
	Family	0	\$ 2,775.80	\$ 33,309.60	\$ -	\$ 2,956.23	\$ 35,474.72	\$ -
BCNE20(07L)-RX10/20/45/3K(L)	Single	8	\$ 944.20	\$ 11,330.40	\$ 90,643.20	\$ 1,005.57	\$ 12,066.88	\$ 96,535.01
	2-Person	16	\$ 1,888.40	\$ 22,660.80	\$ 362,572.80	\$ 2,011.15	\$ 24,133.75	\$ 386,140.03
	Family	8	\$ 2,549.34	\$ 30,592.08	\$ 244,736.64	\$ 2,715.05	\$ 32,580.57	\$ 260,644.52
BCNE20(07L)-RXS/15/30/3K(L)	Single	1	\$ 978.00	\$ 11,736.00	\$ 11,736.00	\$ 1,041.57	\$ 12,498.84	\$ 12,498.84
	2-Person	2	\$ 1,956.00	\$ 23,472.00	\$ 46,944.00	\$ 2,083.14	\$ 24,997.68	\$ 49,995.36
	Family	2	\$ 2,640.61	\$ 31,687.32	\$ 63,374.64	\$ 2,812.25	\$ 33,747.00	\$ 67,493.99
BC3TSRDR(07L)-RXS/15/30/3K(L)	Single	1	\$ 1,021.47	\$ 12,257.64	\$ 12,257.64	\$ 1,087.87	\$ 13,054.39	\$ 13,054.39
	2-Person	4	\$ 2,042.95	\$ 24,515.40	\$ 98,061.60	\$ 2,175.74	\$ 26,108.90	\$ 104,435.60
	Family	1	\$ 2,757.98	\$ 33,095.76	\$ 33,095.76	\$ 2,937.25	\$ 35,246.98	\$ 35,246.98
BC3T10(07L)-RXS/15/30/3K(L)	Single	2	\$ 1,006.02	\$ 12,072.24	\$ 24,144.48	\$ 1,071.41	\$ 12,856.94	\$ 25,713.87
	2-Person	4	\$ 2,012.04	\$ 24,144.48	\$ 96,577.92	\$ 2,142.82	\$ 25,713.87	\$ 102,855.48
	Family	3	\$ 2,716.25	\$ 32,595.00	\$ 97,785.00	\$ 2,892.81	\$ 34,713.68	\$ 104,141.03
BC3T20(07L)-RX10/20/45/3K(L)	Single	6	\$ 933.72	\$ 11,204.64	\$ 67,227.84	\$ 994.41	\$ 11,932.94	\$ 71,597.65
	2-Person	9	\$ 1,867.43	\$ 22,409.16	\$ 201,682.44	\$ 1,988.81	\$ 23,865.76	\$ 214,791.80
	Family	13	\$ 2,521.03	\$ 30,252.36	\$ 393,280.68	\$ 2,684.90	\$ 32,218.76	\$ 418,843.92
HMOBNE20(07L)-RXS/15/30/3K(L)	Single	23	\$ 899.28	\$ 10,791.36	\$ 248,201.28	\$ 957.73	\$ 11,492.80	\$ 264,334.36
	2-Person	28	\$ 1,798.56	\$ 21,582.72	\$ 604,316.16	\$ 1,915.47	\$ 22,985.60	\$ 643,596.71
	Family	62	\$ 2,428.06	\$ 29,136.72	\$ 1,806,476.64	\$ 2,585.88	\$ 31,030.61	\$ 1,923,897.62
HMOBNE20(07L)-RX10/20/45/3K(L)	Single	39	\$ 868.19	\$ 10,418.28	\$ 406,312.92	\$ 924.62	\$ 11,095.47	\$ 432,723.26
	2-Person	38	\$ 1,736.38	\$ 20,836.56	\$ 791,789.28	\$ 1,849.24	\$ 22,190.94	\$ 843,255.58
	Family	94	\$ 2,344.11	\$ 28,129.32	\$ 2,644,156.08	\$ 2,496.48	\$ 29,957.73	\$ 2,816,026.23

Yearly Totals		365			\$ 8,357,709.84			\$ 8,900,960.98
Yearly Average per Person					\$ 22,897.84			\$ 24,386.19
TRSD % of obligation								
Teacher - TTA	85%				\$ 7,104,053.36			\$ 7,565,816.83
TSSU - varies in amount due to contract	85%							
Yearly Average per Person (District)					\$ 19,463.16			\$ 20,728.27

TRSD 2019 - 2020 Default Budget & Operating Budget - Group Insurance								\$ 10,221,587
							Delta	\$ 2,655,770.17

SCHOOL FOOD SERVICE AGREEMENT

2019-2020 SCHOOL YEAR



BACKGROUND

- WHITSON'S NEW ENGLAND, INC. HAS BEEN TIMBERLANE'S FOOD SERVICE MANAGEMENT COMPANY FOR SEVEN YEARS
- CURRENTLY OPERATING IN THE SECOND YEAR OF THE AGREEMENT SIGNED IN 2017 - AFTER THOROUGH BID PROCESS
- **THIS IS THE SECOND ANNUAL RENEWAL OF FOUR UNDER THE AGREEMENT SIGNED IN 2017.**

”THE GUARANTEE”

“The SFA (TRSD) and the FSMC (Whitson’s) shall work together to ensure a financially sound and well-run operation. The FSMC guarantees a no cost or breakeven food service operation...”

COLLABORATION LEADS TO RESULTS



COLLABORATION

REPRESENTATIVES FROM WHITSON'S NEW ENGLAND, INC. AND
TIMBERLANE REGIONAL SCHOOL DISTRICT WORK TOGETHER ON ISSUES
TO PROVIDE OPTIMAL OPERATIONAL SERVICES...

- SUPERINTENDENT'S FOOD SERVICE ADVISORY COMMITTEE
- WELLNESS COMMITTEE
- FREQUENT MEETINGS WITH SCHOOL AND DISTRICT ADMINISTRATION
- ON-DEMAND SALES REPORTS SHARED BETWEEN DISTRICT AND FSMC

RESULTS

SAFETY AND TRAINING

- ALL EMPLOYEE TRAINING IS LOGGED IN CENTRAL DATABASE
- REGULAR KITCHEN INSPECTIONS – SCHOOL ADMINISTRATION, LOCAL, STATE, FEDERAL

SO FAR IN 2018-19....

ZERO WORKPLACE ACCIDENTS IN OUR KITCHENS!



RESULTS

NEW MENU CHOICES

- Hummus at all schools
- Chickpea Salad
- Kale chips
- Soft pretzel at Elementary Schools
- Ramen at Middle School
- Cracked pepper and honey maple turkey at the HS deli bar

Visits from the Chef!



17-18 YEAR END TOTALS

- **299,697** TOTAL STUDENT MEALS SERVED
- **8,313** ADULT MEALS SERVED
- **217,841** ALA CARTE ITEMS SOLD

COMPARISON 2018 TO 2019

	August through February 2018	August through February 2019	Difference
Student Meal Count	183,736	182,519	-0.6 %
Adult Meal Count	5,226	4,684	-10.3%
Ala Carte Transactions	125,961	144,620	+14.8%
Days Served	105	109	+3.8%



**THANK YOU TO OUR
WONDERFUL STAFF!**

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 FSMC 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	17	18
	9	10	11	12	13	X	X	X	X	X	20	21
	16	17	18	19	20						23	24
	23	24	25	26	27	March (21)	2	3	4	5	6	9
	30						9	10	11	12	13	16
October (22)		1	2	3	4		16	17	18	19	20	23
	7	8	9	10	11		23	24	25	PD	27	30
	X	15	16	17	18	April (18)	30	31				
	21	22	23	ER	25				1	2	3	6
	28	29	30	31			6	7	8	9	10	13
November (16)					1	8	13	14	15	16	17	20
	4	5	6	7	8	15	X	21	22	23	24	X
	X	PD	13	14	15	22	X	X	X	X		
	18	19	20	21	22	X						
	25	26	X	X	X		May (19)	4	5	6	7	8
December (15)								11	12	13	14	15
	2	3	4	5	6		18	19	20	21	ER	29
	9	10	11	12	13		X	26	27	28		
	16	17	18	19	20							
	X	X	X	X	X	June (11)	1	2	3	4	5	8
	X	X					8	9	10	11	12	15
January (21)			X	2	3		ER	X	X	X	X	X
	6	7	8	9	10		X	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 (name) be authorized to sign and

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

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>	

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SF-LLL

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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)

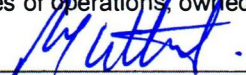
Timberlane Regional School District ("School Food Authority")

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(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) 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



School News Report

VOTE MARCH 12TH



SCHOOL/DEPARTMENT REPORT TO THE SCHOOL BOARD – MARCH 7, 2019

Atkinson Academy

- Atkinson students were very excited to enter the gym after several weeks of having gym in the cafeteria. So very happy to see the Bear insignia in the middle of the gym floor. It looks great.
- All students enjoyed a relaxing week off plus an extra day and returned ready to work.

Danville Elementary

- Danville students experienced a day of learning "Around the World" on Feb. 22, 2019. Students were treated to an assembly by New England Percussion Ensemble that our PTA graciously financed. The staff and teachers prepared many interesting workshops that ran throughout the day. Each student was able to choose from a wide variety of topics such as Chinese New Year, Endangered Animals, African Adventure, 7 Wonders of the World, and Games from Around the World. It was a fun-filled, exciting day at Danville School.

Pollard School

- Pollard School fourth graders participated in the NH Philharmonic's educational outreach program for the upcoming concert series "Drawn to the Music." These performances feature artwork from students from around the state. In general music class, fourth grade students created an original work of art while listening to the pieces of music that will be performed in the concert. These pieces of art will be submitted and projected behind the orchestra during the concerts at the beginning of March!
- The Pennies for Patients Kick-off has been rescheduled for Thursday, March 7th. Students will be collecting change for the Leukemia and Lymphoma Society for the month of March. Pollard's Student Council will put on various activities to encourage students to collect for a cause. Pollard's goal is to collect \$2,500.00, \$400.00 more than last year's goal.
- On February 22nd, selected Pollard School fourth graders participated in The National Assessment of Educational Progress (NAEP). NAEP is the largest nationally representative and continuing assessment of what students know and can do in various subjects. Pollard students were tested specifically in the areas of reading and math. The data collected becomes part of the Nation's Report Card and helps guide educational decision making across the country. After the testing the NAEP representatives spoke highly of our students' participation, behavior, and perseverance during testing.
- Run of the Savages - This year on April 13, 2019, Pollard will be hosting the 7th Run of the Savages event. This 5K Run/Walk is being organized again to put a positive spin on cancer by focusing on something greater than the disease: a fun community event and a cause for a cure. The event was originated in recognition of Plaistow Police Chief, Stephen Savage, who lost his battle with cancer in 2014. All proceeds of this race will be donated to The Jimmy Fund @ Dana Farber Cancer Institute. This year at the Run, we are asking everyone that participates or comes out to the Run that day to "LIGHT IT UP GOLD!" We encourage all participants to purchase a Run shirt (or wear your shirt that supports your cause / team). But in addition

to that, if you have a hat, headband, shorts, pants, socks, sneakers, whatever that is GOLD, please wear it to show support for childhood cancer. We will also ask for a donation of any size (spare change to big checks, no donation is too small or too large) when picking up your run number, and in exchange you will get a cool smiley face sticker to put on you race bib. And you don't have to be running or walking to get a sticker, you can stop by and make a donation and proudly display your smiley while cheering on others! This smiley face is in honor of Cole Stoddard who passed away from childhood cancer, but while battling just wanted everyone to "be happy!" All donations raised on our smiley face campaign will be donated in Cole's memory to a childhood cancer charity of the Stoddard Family's choice. PLEASE join us in showing a little extra support for kids with cancer this year and to the Stoddards. We hope to have everyone at the Run wearing a smiley face. You can find more details on the website below. <http://tinyurl.com/runofthesavages>

Sandown North

- Prior to leaving for the February break, students and staff were treated to Smoothies from our PTA and Wellness committee. Healthy Heart Day was celebrated at Sandown North on February 22nd. Students took part in activities, both in and out of the classroom, focused on healthy hearts. A big thank you to staff members who provided school wide, movement activities. Mrs. Castano led students in Body Pump exercises, Ms. Buchwald did yoga and Mrs. McKeen got us all dancing and moving with fun Zumba routines. It was a wonderful way to end our week just before our vacation.
- At a recent Monday Morning meeting, our new grades 4 & 5 safety patrol members were announced. These students had to apply for safety patrol which included completing an application and getting recommendations. Some of our veteran grade 5 safety patrol members will also be serving as mentors to the new members.
- Last month we introduced a new school wide recognition award. The Kindness Award is a monthly celebration of students from each classroom who were nominated by their peers and/or teachers for random acts of kindness. Students nominate classmates by filling out nomination slips and submitting them into their classroom kindness box. Staff members may also nominate students. At the end of the month, teachers review the nomination slips, share them with the nominees and choose the act of kindness that stands out the most to them. Students receiving the award are recognized at a Monday Morning Meeting. Parents are notified that their child was chosen to get recognized at MMM and are invited to attend. The students receive a certificate which notes their specific act of kindness and is signed by the school counselor and principal.



TLC@ Sandown Central

- Current enrollment: Pre-K 99, K 68, Total= 167
- We are happy to be back refreshed after a nice vacation week as March is very busy here at Sandown Central.



- The entire building is celebrating Read Across America Week from the 4th to the 8th of March. We are excited to have guest readers read in classrooms along with participating in hands on activities celebrating Dr. Seuss.
- We are continuing to enroll preschool and kindergarten students online for the 2019-2020 school year. If any parent has questions or concerns please call the main office and we will walk you through the process. We also offer a quiet space with a laptop where you can register onsite from 7*30-4 pm weekdays.
- On March 25th, we will have our off-site school-wide evacuation drill to the Rock Church. This drill will help all staff be better prepared in case of an actual emergency where we would need to leave the school completely for an extended period of time. We are so grateful to have partnered with the Rock Church and appreciate the offering of their space to us.
- On April 3rd we are welcoming the Miller Wildlife presentation for all classes with two time slots at 10am and 1pm. This presentation will bring live reptiles, insects and animals to the school and educate us on their habitat, diet and lifestyle. There will also be a photographer present to take photos of students and families are welcome to attend this event. More information will be sent home from homeroom teachers in the upcoming week.

Middle School

- Anna Hammer, Timberlane Regional Middle School 8th grader, will represent New Hampshire at the Scripps National Spelling Bee in Washington DC where she will compete against approximately 500 top spellers from around the country. A four day event, the Bee will begin on Monday, May 27 and continue with elimination rounds through the televised Championship Event on the evening of Thursday, May 30. Ms. Hammer began her journey to Washington on December 13th with her victory on the word éclair at the Atkinson Lions Club sponsored Timberlane Regional Middle School Bee thereby advancing to state level competition on February 23rd at The Concord Capital Center for the Arts. There she outlasted her competition through fourteen rounds, taking the trophy by correctly spelling crambo, which is, appropriately, a kind of word game. Ms. Hammer is thirteen years old and resides in Danville with her parents, Amy and David Hammer, and her three siblings.
- Principal Flynn extends his thanks and appreciation to the Lions Club for completing Eye Screenings for the entire 7th grade.
- Ski club has started and the students are having a great time.
- Trimester 3 starts on Monday March 18.
- The maintenance and custodial staff did an outstanding job during February break cleaning and completing work orders!

High School

- March 8 - Student Council fundraiser Hypnotist 7:00 pm PAC tickets sold at door.
- March 12 – District Town Voting Day
- March 12 – History book club meeting 2:30 HS Library
- March 12 – Paint a sign fundraiser for the Class of 2019 3:00 HS café pre-registration required.

- March 14 – Parent Teacher Conferences HS/PAC 4:30 pm
- March 15 – Project Hope Yoga Fundraiser 7:00 pm HS
- March 20 – Junior Parent Information Night sponsored by School Counseling 6:30 pm HS Café

Athletics

- Spring sports will be starting soon (March 18th) for all sports except Boys volleyball which will start on March 25th. The tryout dates and times will be on the Athletics website. Also, Impact concussion testing will also be posted on the site for those needing complete.
- Our Unified Physical Education classes will be participating in the annual Unified PE Day held on Friday, March 8th @ Pinkerton Academy.
- Connor McGonagle has been selected to participate in the 22th Dream Team Classic. This is a prestigious annual event held in Chicago. He has been selected for Team USA that will dual Team Illinois on Saturday April 6th in Chicago. There are additional activities surrounding the event including a banquet on Friday. This is a tremendous honor for Connor and our High School. He will be on a team with athletes from around the country selected to face Team Illinois.

Performing Arts

UPCOMING MUSIC & DRAMA EVENTS

- Fri-Mar 8 (HS) American Songbook Concert Recital Hall 7:00pm
- Wed-Mar 13 (HS/MS) Grades 8-12 chorus Concert Auditorium 7:00pm
- Thu-Mar 14 (HS) Spring Comedy—Almost, Maine Recital Hall 7:00pm
- Fri-Mar 15 (HS) Spring Comedy—Almost, Maine Recital Hall 7:00pm
- Sat-Mar 16 (HS) Spring Comedy—Almost, Maine Recital Hall 2:00 & 7:00pm
- Mon-Mar 18 (HS/MS) Grades 8-12 Orchestra Concert Auditorium 7:00pm
- Tue-Mar 19 (HS/MS) Grades 8-12 Band Concert Auditorium 7:00pm
- Wed-Mar 20 (MS/ELEM) Grades 4, 5 & MS Advisories Chorus Concert Auditorium 7:00pm
- Tue-Mar 26 (MS/ELEM) Grades 5-7 Band Concert Auditorium 7:00pm
- Wed-Mar 27 (MS) Grades 6 & 7 Chorus Concert Auditorium 7:00pm
- Wed-Apr 10 (ELEM) All District Beginner Instrumental Concert Auditorium 7:00pm
- Tue-Apr 16 (ELEM) Honors Band, Orchestra, Chorus Concert Auditorium 7:00pm
- Wed-Apr 17 (HS/MS) Solo & Ensemble Concert Auditorium 7:00pm
- Thu-Apr 18 (HS) Music Department Trip Meeting Auditorium 6:00pm

UPCOMING PAC EVENTS

- Sun-Mar 10 Timberlane Jazz Band Festival Concerts Auditorium 1:00-5:00pm
- Sun-Mar 17 Merrimack Valley Philharmonic Orchestra Concert Auditorium 2:30pm
- Sat-Mar 23 US Army Field Band & Soldiers Chorus Concert Auditorium 7:00pm
- Sun-Mar 24 LE CIRQUE ESPRIT Auditorium 3:00pm
- Mon-Mar 25 ASSISTANT SUPERINTENDENT CANDIDATES FORUM Recital Hall 6:00pm
- Sun-Apr 7 US Coast Guard Concert Auditorium 2:00pm
- Fri-Apr 12 Eagles Tribute Band—Tequila Sunrise Auditorium 7:30pm (Sponsored by the Atkinson Lions Club)

March 7, 2019

Executive Summary

Update for TRMS Flooring/Roof

Tasks Completed to Date

1. Water leaks, while active, were marked using tape on the floor and buckets were placed to catch water
2. Inspection of roof penetrations and HVAC to trace source of water
3. Facilities team made temporary patches until roof contractor could arrive
4. Roofing contractor performed repair on 12/12/2018
5. Inspection and quote issued by gym floor contractor and Thomas Geary

Conclusion

As stated in previous reports to the Timberlane Regional School Board, the gymnasium floor has cosmetic damages that can be rectified through replacement of various boards, full sanding, new lines and logos, and resealed. Gymnasium floors should be sanded down every so often as a maintenance measure to preserve the integrity and look of the floor. The estimated cost is not to exceed \$20,000.

While the roof is at the end of its useful life, replacement is a major capital expense. The roof replacement is in the Capital Improvement Plan. As of today, we have no reports of the roof currently leaking.

In conclusion, the renewal of the gymnasium floor will provide a better playing surface for students and community users. It is my recommendation that this project move forward if funding is available.

Submitted by: Thomas F. Geary III, Business Operations Coordinator

DATE: 3/5/19

Executive Summary

ROTC PROGRAM

We do not host an ROTC program due to our inability to provide all of the resources necessary to run a program. We would have to provide dedicated classroom space, office space (including phone, computer, printer and materials), indoor marching space equivalent to a small gymnasium, and equipment, such as projection equipment and interactive white boards. In addition, we would have to pay for staffing of the program and support of professional development and benefits. The anticipated start-up cost, apart from creating new classrooms, storage areas, and a small gymnasium, is approximately \$150,000 and would continue to be about that. We do not currently have the space required or the budget available to meet these requirements. Additionally, if the enrollment does not exceed 100 students in three years, it will be terminated by the JROTC administration.

Although we have not offered this program, recent conversations with the director of the Salem JROTC program have led to an offer of providing Timberlane students access to Air Force JROTC at Salem High School. Students who wish to take courses there would travel with our CTE students by bus. Salem offers one year-long course each year:

SY 2020	Space Tech/Career Exploration
SY 2021	Science of Flight/Communications
SY 2022	History of Flight/Military traditions
All years	Management of the Corp/Cyber Tech (Senior Capstone)

Salem offers these courses without to all students grades 9-12. Students can start at any grade. Over a 4-year period cadets will have received all the JROTC curriculum. Cadets only need to complete 3 of the classes to receive a completion certificate. (Windham currently has 20 students taking advantage of this program).

There is no cost to cadets for enrollment in the program. However, if students choose to go on any of field trips or attend the military ball there is a cost. Normally Military Ball is around \$35 and the every other year trip to DC for the drill team members is around \$300. This depends on how much fundraising the unit has done. Salem has some fundraising events where the kids earn money towards their cadet accounts. Some cadets earn enough to go to DC and military ball for free. The uniforms, books and other curriculum materials are provided by the Air Force. Timberlane's costs would be similar to CTE costs. The program link is <https://www.sau57.org/afjrotc>.

Donald Woodworth, Principal TRHS

March 6, 2019

Executive Summary

TRHS WRESTLING PROGRAM

At the start of the 2018-2019 school year, another NHIAA school made negative claims against Timberlane Wrestling Program. The SAU and senior administrative staff investigated these allegations and communicated the findings to the NHIAA Executive Director and Assistant Executive Director.

The NHIAA Executive Director then reviewed the findings and investigation with the NHIAA Eligibility Committee and the NHIAA Executive Council. All allegations were cleared against the Timberlane Athletic Department and their wrestling program following this review.

Throughout the entire season, the Timberlane coaches, parents, and student-athletes conducted themselves with the highest sportsmanlike manner. The coaching staff performed their duties in the usual professional manner. Their diligence and focus on the daily practices and matches exemplified the appropriate behavior for these impressionable student-athletes and their parents. The students remained focused on their preparation and displayed unwavering positive sportsmanship in the face of some extremely adverse conditions. Throughout the season, Timberlane fans and supporters continued to conduct themselves with the dignity and grace expected from our Timberlane Community.

Congratulations to the Timberlane Wrestling coaches and student-athletes for continuing to be a leading program in the state of New Hampshire and beyond.

Angelo Fantasia
Director of Athletics

March 7, 2019

Executive Summary

Traffic concerns on the Timberlane Campus related to parent drop off.

A concern was brought to my attention regarding the traffic flow and potential safety hazard.

Tasks Completed to Date

1. Review of complaint
2. Produced conceptual alternatives
3. Held meeting with High School and Middle School Administration along with School Resource Officer
4. Established project to improve traffic flow
5. Observation of afternoon pick up procedure

Conclusions

Upon initial investigation and review, there are alternatives for the campus traffic flow that warrant further study. For the interim, the High School will post staff to encourage drivers to pull all the way up to the end of the drop-off/pick-up line to limit congestion on the road and campus entrance. As the District formalizes a long term facilities master plan, a full site plan including parking layout, traffic patterns, and other related item should be produced and certified by a civil engineer. At a minimum, additional parking would require this task. As we formalize the combination of Middle School and High School bus routes, we should reflect on the data collected from the parent survey in relation to additional traffic on Greenough Rd.

Prepared by: Thomas Geary, Business Operations Coordinator