

TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

THURSDAY, APRIL 19, 2018

Regular Meeting - 7:30PM

Superintendent's Office
30 Greenough Road , Plaistow, NH
Susan Sherman, Chairman
Kelly Ward, Vice Chairman

Dr. Earl Metzler, II, Superintendent

Dr. Roxanne Wilson, Asst. Superintendent

AGENDA

1. **7:30 PM** Call to Order – Chair
2. Roll Call – Clerk
3. Pledge of Allegiance
4. Approval of Minutes
 - a. March 22nd and April 5th meetings
5. Student Representative
6. Delegates and Individuals
7. Current Business
 - a. **7:35PM** Public Hearing on Donation – ACTION (5 minutes)
 - b. **7:40PM** Food Service Agreement Review and Renewal – ACTION (15 minutes)
 - c. **7:55PM** PreK Curriculum (first read) – ACTION (10 minutes)
 - d. **8:05PM** Freedom Shrine Proposal – ACTION (10 minutes)
 - e. **8:15PM** Treasurer Appointment – ACTION (10 minutes)
 - f. **8:25PM** Policies (second read) – ACTION (10 minutes)
 - g. **8:35PM** 2018-19 Budget Update – INFORMATIONAL/ACTION (25 minutes)
 - h. **9:00PM** Committee Assignments – ACTION (5 minutes)
 - i. **9:05PM** Correspondence Options – ACTION (10 minutes)
8. **9:15PM** Administrator's Report
9. **9:20PM** Personnel Report
10. **9:25PM** Committee Reports
11. **9:30PM** Reports of the School Board
12. Correspondence Folder
13. Vendor and Payroll Registers
14. **9:35PM** Other Business
15. Non-public (if needed and if time permits)
16. Future Dates

DATE	MEETING TYPE	LOCATION	TIME
May 3	Regular Board Meeting	SAU	7:30PM
May 17	Regular Board Meeting	SAU	7:30PM
June 7	Regular Board Meeting	SAU	7:30PM
June 21	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 April 19, 2018 School Board Meeting

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

4. APPROVAL OF MINUTES *(March 22nd (nonpublic) and April 5th meetings – total of 4 sets)*

5-6. STUDENT REP AND DELEGATES AND INDIVIDUALS

7. CURRENT BUSINESS

a. Public Hearing on Donation – ACTION

Per RSA 198:20-b the board will hold a public hearing on a \$5,000 donation from New Balance to support the High School Robotics team for the 18-19 school year. The board will also be asked to accept a \$525 donation from Kelly Ward/ Ward Fabrication to cover the cost of the 2018 April break STEAM camp registrations. Mark Pedersen to present both donations. See policy KCD.

b. Food Service Contract Renewal – ACTION

The 2017-18 agreement with Whitsons is subject to 4 additional one-year renewals. Tom Geary and Geoff Dowd will make presentation for the recommendation of a one-year renewal for the 2018-19 school year.

c. PreK Curriculum – ACTION

Curriculum team members will present PreK curriculum for first read. The curriculum has already been approved by the Curriculum and Assessment Committee and SLT. See policy IGA.

d. Freedom Shrine Proposal – ACTION

Michelle Auger to propose Pollard School be a recipient of a Freedom Shrine. This is where copies of historical documents are put on permanent display in the school. The cost for materials is \$750, which would be donated by the Plaistow Exchange Club. SLT approved.

e. Treasurer Appointment – ACTION

Search committee members to make recommendation for the appointment of a district treasurer.

f. Policies (second read) – ACTION

Policies DKA Payroll procedures, KCD Public Gifts and Donations, JICFA Hazing and JLF Reporting Child Abuse or Neglect are scheduled for second read/adoption. These policies were approved for first read at the February 15th board meeting. See policy BGB.

g. 2018-19 Budget Update – INFORMATIONAL/ACTION

Geoff Dowd to present 2018-19 budget updates. This will be a standing agenda item until the 2018-19 budget is finalized by the school board for July 1st.

h. Committee Assignments – ACTION

Madam Chair Sherman to finalize committee assignments per policy BDE.

i. Correspondence Options – ACTION

The board requested the process for receiving, disseminating, and retaining board correspondence be reviewed for possible revision to improve efficiencies.

6. ADMINISTRATOR'S REPORT – *Dr. Metzler to present*

a. Update on School Activities

7. PERSONNEL REPORT – *Dr. Metzler to present*

8. COMMITTEE REPORTS – *Committee Chairs to update board on current initiatives.*

9. REPORTS OF THE SCHOOL BOARD – *Individual members to report on district matters.*

10. CORRESPONDENCE – *please be sure to review the correspondence folder.*

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

12. **OTHER BUSINESS** – Board members to provide agenda items for future meeting consideration. Preference is to provide these items directly to the School Board Chair in advance of the meeting.
13. **NON-PUBLIC** – If needed and if time permits.
14. **FUTURE DATES** – As indicated.

June 7, 2018	
District Facilities Report	
Policies	
Summer hours	
Tuition rates	
Summer hiring process	

Back Burner List	
Auditors to Bid	
TTA/TSSU Updates	
Administrator's Contracts	
NESDEC SPED Report	
Suspension Authorization	
Federal Funding Authorization	

Timberlane Regional School District	Policy Code: KCD
Adopted: 10-16-08 Re-affirmed: 10-06-16	Page 1 of 1

PUBLIC GIFTS AND DONATIONS

Gifts from organizations, community groups and/or individuals, which will benefit the District, shall be encouraged. A gift shall be defined as money, real or personal property and personal services provided without consideration.

Individuals or groups contemplating presenting a gift to a school or the district shall be encouraged to discuss in advance with the Building Principal or the Superintendent what gifts are appropriate and needed.

The Board reserves the right to refuse any gift that does not contribute to the achievement of the district's goals, or in which the ownership of the gift would tend to deplete the resources of the district. In determining whether a gift will be accepted, consideration shall be given to district policies, school district goals and objectives (with particular emphasis on the goal of providing equal educational opportunities to all students) and adherence to basic principles outlined in the regulation that accompanies this policy.

The Superintendent may accept gifts in the amount of \$500 or less. Gifts in excess of \$500 may only be accepted by the Board. Additionally, pursuant to RSA 198:20-b, gifts in the amount of \$5000 or more shall require the Board to hold a public hearing regarding any action to be taken with the gift. For gifts of less than \$5000, the Board will post notice of the gift in the agenda of the next regularly scheduled Board meeting and will include notice in the minutes of the meeting in which the gift is discussed. The acceptance of all gifts will be made in public session.

Any gift accepted shall become the property of the district, may not be returned without the approval of the Board, and is subject to the same controls and regulations as are other properties of the district. The Board shall be responsible for the maintenance of any gift it accepts.

At the time of acceptance of the gift, there will be a definite understanding with regard to the use of the gift, including whether it is intended for the use of one particular school or all schools in the district. The Board will make every effort to honor the intent of the donor in its use of the gift, but reserves the right to utilize any gift it accepts in the best interest of the educational program of the district. In no case shall acceptance of a gift be considered to be an endorsement by the Board of a commercial product or business enterprise or institution of learning.

It is the responsibility of the Superintendent or designee to process the appropriate forms to update inventory and to notify the donor of acceptance or rejection of a gift.

SCHOOL FOOD SERVICE AGREEMENT
BETWEEN
TIMBERLANE SCHOOL DISTRICT
AND
WHITSONS NEW ENGLAND, INC.
SCHOOL YEAR 2017-2018

ARTICLE I
INTRODUCTION

- 1.1 Date of and Parties to the Agreement. This agreement (“**Agreement**”), dated as of July 1, 2017 (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. This Agreement sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA’s food service for the SFA’s students, employees, and visitors, all as more fully described herein.
- 1.3 Duration of Agreement. The initial term of this Agreement commences on the Effective Date, and continues until June 30, 2018, unless terminated by either Party as hereinafter provided. The Agreement is subject to four (4) additional one-year renewals upon the written consent of both Parties. 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.

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.
- 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.
- H. The FSMC shall provide to the district a copy of their Code of Conduct and their written Procurement Procedures.

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)]
- 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]

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 ongoing nutrition awareness programs for students, teachers, parents, and other interested parties and participate as a member of the School Wellness Committee.
- 3.5 Special Diets. The FSMC shall supply any special diets for students required for medical reasons when prescribed and approved in writing by a licensed medical authority for students with a disability in accordance with SFA policy and Section 504 of the Rehabilitation Act of 1973 and attendant regulations. A medical statement shall be provided to the nurse or nurses designated by the SFA and shall be signed by the licensed medical authority and shall specify the nature of the child's disability and the major life activities affected thereby, the reason the disability or medical condition prevents the child from eating the regular school meal, the food(s) to be omitted from the child's diet and the specific substitutions needed. The nurse shall then communicate information to FSMC to the extent necessary to allow it to prepare such requested special diets. Any additional cost incurred to provide such substitutions shall be considered allowable costs of the food service program and operating budget, and the SFA shall reimburse FSMC therefor in accordance with this Agreement.
- 3.6 Advisory Board. The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service programs.
- 3.7 Catering. Upon reasonable request by the SFA, the FSMC shall provide catered food service for administration and student related functions at times and prices mutually agreed upon. Such requests must be received by the FSMC at least ten (10) days prior to the date of the function. The SFA may, if a price cannot be agreed upon in good faith or the FSMC cannot provide the service, obtain outside catering services, provided the FSMC shall first have been given the opportunity to match the prices and terms of the outside catering service. If the FSMC chooses not to match such terms, then the SFA shall be free to retain the outside catering service. The FSMC shall submit catering invoices by the end of the month in which the services are rendered or within 30 days of rendering the services, whichever is later. Costs of catered functions shall be separate and apart from the Management Fee, Administrative Fee and other costs of operating the Food Service Program and shall not be supported by the nonprofit foodservice account funds. Labor costs billed for these special functions shall not be double billed to the Food Service Program. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month.
- 3.8 Environmental Protection Agency Compliance. In performance of this Agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA

Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [as referenced in Part 3016.36(i)].

- 3.9 Energy Policy and Conservation Act Compliance. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the Energy Policy and Conservation Act. [as referenced in Part 3016.36(i)].
- 3.10 Contract Work Hours and Safety Standards Act Compliance. In performance of this Agreement, and as employer for all management food service employees, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. [as referenced in Part 3016.36(i)].
- 3.11 Debarment Certification. The FSMC shall complete and submit to the SFA the United States Department of Agriculture (USDA) Certification Regarding Debarment. The certification must also accompany each of the four (4) additional one-year renewals. [as referenced in 7 CFR § 3017.300].
- 3.12 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [as referenced in 7 CFR § 3018].
- 3.13 Donated Foods (Additional language required as a result of the Final Rule effective November 6, 2008, as referenced in 7 CFR 250 Management of Donated Foods in Child Nutrition Programs, The Nutrition Services Incentive Program, and Charitable Institutions).
 - A. The FSMC will provide the following services in relation to commodity foods:
 1. Preparing and serving meals
 2. Ordering or selection of donated foods, in coordination with the SFA and in accordance with 7 CFR 250.52
 3. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
 4. Payment of processing fees and/or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA, in accordance with subpart C of 7 CFR 250
 - B. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in processed end products on to the SFA.
 - C. The FSMC shall credit for donated foods by disclosure, i.e., the FSMC shall credit the SFA for the value of donated foods by disclosing, in its billing for food

costs submitted to the SFA, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMA shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the SFA on its invoices.

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

1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
 2. Documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service operations in the school year, including, **as referenced in 7 CFR 250.51(a)**, the value of donated foods contained in processed end products; and
 3. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- N. The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, **as referenced in 7 CFR parts 210, 225, or 226**, as applicable.
- O. The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including, **as referenced in 7 CFR 250.51(a)**, the value of donated foods contained in processed end products.
- P. The FSMC will assure that USDA donated foods are not used for special functions conducted outside the nonprofit school food service.
- Q. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identify, of U.S. original and of equal or better quality than the donated foods, in the district's food service.
- 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 on food costs and revenues, including 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. 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. 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.
- 4.10 The FSMC shall ensure that all food service employees are in compliance with USDA Professional Standards.
- 4.11 The SFA shall verify that all FSMC food service employees are in compliance with USDA Professional Standards.
- 4.12 The SFA shall ensure that all SFA food service employees are in compliance with USDA Professional Standards.

ARTICLE V

INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

- 5.1 Inventories of Food and Supplies. The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this Agreement. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by FSMC on behalf of the SFA in performance of this Agreement shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.
- 5.2 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the Agreement year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages (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 \$3,000.00 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 \$6,000.00 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. THIS IS NOT A FISCALLY SOUND DECISION FOR THE SAU. YOU ARE LIMITING

THE FSMC'S RESPONSIBILITY IF THERE ARE MAJOR LOSSES THAT EXCEED THEIR MANAGEMENT FEE.

- 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, 2017, 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. Whitsons will promptly fund certain improvements to the SFA's Facility to facilitate the performance of the services hereunder in an amount not to exceed Twenty Six thousand Eight Hundred Ninety One Dollars (\$26,891) (the "Investment"). The scope and specifications for such Investment shall be as mutually agreed in writing by the Parties. The SFA shall hold title to real estate fixtures, equipment, and other items funded by the Investment. FSCM will amortize its Investment on a straight-line depreciation basis over a period of five (5) years, and SFA shall 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.
- 6.11 The SFA shall maintain a non-profit school food service and observe the requirements for and limitations on the use of non-profit school food service revenues set forth in Part 210.14 and the limitations on any competitive school food service as set for in Part 210.11. (as referenced in 7 CFR Part 210.9(B)(1))

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: [Signature] CFO 8/29/17
Name: _____ Title _____ Date _____

TIMBERLANE REGIONAL SCHOOL DISTRICT

By: [Signature] Supt. 8.30.17
Name: _____ Title _____ Date _____

POLLARD SCHOOL FREEDOM SHRINE

Bob Harb is from the Plaistow Exchange (and the Chair of the Plaistow Exchange Club Freedom Shrine Committee) and has partnered with Pollard's first and third graders for many years now. He has asked if he could gift the school 20 or so documents as part of the Freedom Shrine. This Shrine is a take-off of the Freedom Train. I have included the emails below as well as a picture of how the Haverhill HS set theirs up. I know he wants to give one to the HS or MS next year as well. I believe we need to get the school board's permission so we probably need to go to the SLT first, correct?

The Freedom Shrine is a child of the Freedom Train which held many original historic documents for the entire nation to see. The Exchange Club wanted to make sure these documents of freedom would continue to be available to everyone, and created the Freedom Shrine.

Points:

- Task is to find places in Plaistow to install a Freedom Shrine
- We have never had one in Plaistow. Pollard would be our first.
- The picture is of the Freedom Shrine at Haverhill City Hall.
- **The cost of the 20 piece Shrine is \$585 and the dedication plaque is \$158. Not counting shipping it is approximately of \$743.**
- We have partnered with the Plaistow Exchange Club in Gr 1 Trees for tots and Gr 3 Junior police

Some dimensions on the 20 piece Shrine and a picture of what it looks like are below:

Shrine Length = approx. 16'9½" Shrine Height = Approx. 4' Floor to Shrine Height = Approx. 3'7"

No.	Document Title	Dimensions
3	Benjamin Franklin's Epitaph	10¾" x 12¾"
4	Patrick Henry's Instructions to George Rogers Clark	15¾" x 13¾"
6	The Treaty of Paris, 1783	17¾" x 14¾"
7	The Northwest Ordinance	21¾" x 18¾"
10	Washington's First Inaugural	17¾" x 14¾"
11	The Bill of Rights	16¾" x 187/8"
14	The Star Spangled Banner	10¾" x 12¾"
15	The Monroe Doctrine	21¾" x 18¾"
16	The Emancipation Proclamation	21¾" x 18¾"
17	The Gettysburg Address	21¾" x 18¾"
19	Lee's Letter Accepting Washington College Presidency	17¾" x 14¾"
21	Theodore Roosevelt's Letter on Cuba	10¾" x 12¾"
23	The Nineteenth Amendment	10¾" x 12¾"
24	Letter Naming Eisenhower Supreme Commander	10¾" x 12¾"
25	General McAuliffe's "Christmas Message"	10¾" x 12¾"
26	German Instrument of Surrender, WWII	21¾" x 18¾"
30	Freedom Shrine Title Piece	275/8" x 22"
40	Declaration of Independence—Jefferson's Rough Draft	14¾" x 17¾"
41	Washington's Copy of the Constitution	13¾" x 15¾"
42	Jackson's Letter Describing the Battle of New Orleans	28½" x 18¾"

POLLARD SCHOOL FREEDOM SHRINE



TIMBERLANE POLICY COMMITTEE

RECOMMENDATIONS TO THE SCHOOL BOARD

SECOND READ

- 1 DKA PAYROLL PROCEDURES** (updated to reflect legislative changes using NHSBA language; PC added bank institutions.)
- 2 KCD PUBLIC GIFTS AND DONATIONS** (updated to clarify small gifts and to include donor websites using NHSBA language; PC added specificity of the designee)
- 3 JICFA HAZING** (Updated to more closely track the language of RSA 631:7 as recommended by NHSBA)
- 4 JLF REPORTING CHILD ABUSE OR NEGLECT** (updated to include requirement of signage as recommended by NHSBA and NH law)

<p>Timberlane Regional School District</p>	<p>Policy Code: DKA</p>
<p>Adopted: 05-05-83 Reaffirmed: 01-03-91 Revised: 12-17-09 Revised: 01-09-14 Revised:</p>	<p>Page 1 of 1</p>

PAYROLL PROCEDURES

All salaries and supplements paid regular staff members, substitute or part-time personnel, and student workers will be paid through the business office. **at regular intervals not to exceed 14 days, unless the Commissioner of the Department of Labor has authorized a different interval in accordance with RSA 275:43, IV-a (a).**

Proper payroll procedures are dependent on staff attendance accounting and on the signing-in and signing-out of part-time and hourly workers. The necessary procedures for this will be established by the Superintendent and carried out by the administrative personnel.

Compensation records kept by the business office will reflect an accurate history of the compensation and related benefits paid to each employee.

Pay Day Schedule

The School District pays salaries on a regular schedule throughout the school year.

Salary Deductions

There will be no advance salary for any staff member.

Salary deductions are allowed. They are subject to the limitation of the accounting equipment. Authorized payroll deductions include:

- 1. Credit Union/Banking Institutions**
- 2. Tax-Sheltered Annuities**
- 3. Union Dues**
- 4. Insurance Premium Contributions**

All salary deductions, other than those listed above or regulated by federal or state laws, will be deducted only upon written approval of the employee.

Legal Reference:

- RSA 194-C:4 (II) (a), Superintendent Services***
- RSA 275:43. Payment of Wages; Hourly School District Employees***

DKA - PAYROLL PROCEDURES

Timberlane Regional School District	Policy Code: DKA
Adopted: 05-05-83 Reaffirmed: 01-03-91 Revised: 12-17-09 Revised: 01-09-14 Revised:	Page 1 of 1

NHSBA note, September 2017: House Bill 194, Chapter 45 of Laws of 2017, amends RSA 275:43 to permit weekly or biweekly payment of wages. Previously, a School District had to obtain approval of the Commissioner of the Department of Labor to make wage payments on terms other than weekly.

NHSBA note, September 2015: No changes are made to the content of this policy. NHSBA brings this policy to its members' attention in response to HB 347, which amends RSA 275:43, effective August 25, 2015. This new law allows the commissioner of the Department of Labor to permit payment of wages less frequently than weekly where a school district collective bargaining agreement for hourly employees provides an option to be paid in any number of equal installments with one additional installment. The new law contains further components as well. NHSBA brings this policy to its members' attention because the new law and this policy may have collective bargaining implications.

~~It is the responsibility of all employees to document and submit promptly an accurate record of their time and attendance. Proper payroll procedures are dependent on staff attendance accounting and on the signing-in and signing-out of all workers. The necessary procedures for this will be established by the Superintendent and carried out by the administrative personnel.~~

~~Compensation records kept by the business office will reflect an accurate history of the compensation and related benefits accorded each employee.~~

<p>Timberlane Regional School District</p>	<p>Policy Code: KCD</p>
<p>Adopted: 10-16-08 Re-affirmed: 10-06-16 Revised:</p>	<p>Page 1 of 2</p>

PUBLIC GIFTS AND DONATIONS

Gifts from organizations, community groups and/or individuals, which will benefit the District, shall be encouraged. A gift shall be defined as money, real or personal property and personal services provided without consideration.

Individuals or groups contemplating presenting a gift to a school or the district shall be encouraged to discuss in advance with the Building Principal or the Superintendent **or Superintendent's designee** what gifts are appropriate and needed.

The Board reserves the right to refuse any gift that does not contribute to the achievement of the district's goals, or in which the ownership of the gift would tend to deplete the resources of the district. In determining whether a gift will be accepted, consideration shall be given to district policies, school district goals and objectives (with particular emphasis on the goal of providing equal educational opportunities to all students) and adherence to basic principles outlined in the regulation that accompanies this policy.

The Superintendent **or Superintendent's designee** may accept gifts in the amount of \$500 or less. Gifts in excess of \$500 may only be accepted by the Board. Additionally, pursuant to RSA 198:20-b, gifts in the amount of \$5000 or more shall require the Board to hold a public hearing regarding any action to be taken with the gift. For gifts of less than \$5000, the Board will post notice of the gift in the agenda of the next regularly scheduled Board meeting and will include notice in the minutes of the meeting in which the gift is discussed. The acceptance of all gifts will be made in public session.

Any gift accepted shall become the property of the district, may not be returned without the approval of the Board, and is subject to the same controls and regulations as are other properties of the district. The Board shall be responsible for the maintenance of any gift it accepts.

At the time of acceptance of the gift, there will be a definite understanding with regard to the use of the gift, including whether it is intended for the use of one particular school or all schools in the district. The Board will make every effort to honor the intent of the donor in its use of the gift, but reserves the right to utilize any gift it accepts in the best interest of the educational program of the district. In no case shall acceptance of a gift be considered to be an endorsement by the Board of a commercial product or business enterprise or institution of learning.

It is the responsibility of the Superintendent or **Superintendent's** designee to process the appropriate forms to update inventory and to notify the donor of acceptance or rejection of a gift.

Voluntary contributions by District employees of supplies or other minor items of personal property to be used in classrooms or school programs with an aggregate value over the school year of less than \$250 are permitted without further approval

Timberlane Regional School District	Policy Code: KCD
Adopted: 10-16-08 Re-affirmed: 10-06-16 Revised:	Page 2 of 2

or documentation. Receipt of voluntary contributions being made by District employees with a value of \$250 or more must be approved as required in this policy for gifts from individuals not employed by the District.

Active solicitation of gifts to be received by the District, including by any school, classroom, or program in the District, including soliciting gifts through online crowd funding web sites must be approved in advance by the Superintendent or Superintendent's designee where the value of the gift sought is less than \$500 and by the Board where the value of the gift sought is \$500 or greater.

NHSBA note, September 2017: This policy is updated to clarify the treatment of small "gifts" by staff and to provide that pre-approval is required for soliciting gifts that will be made to the District, including use of web sites like donorchoose.org.

<p>Timberlane Regional School District</p>	<p>Policy Code: JICFA</p>
<p>Adopted: 07-99 Revised: 02-24-05 Revised: 11-03-16 Revised:</p>	<p>Page 1 of 2</p>

HAZING

It is the policy of this School District that no student or employees of the District shall participate in or be members of any secret fraternity or secret organization that is in any degree related to the school or to a school activity. No student organization or any person associated with any organization sanctioned by the Board shall engage or participate in hazing. *This District does not permit or condone student hazing.*

For the purposes of this policy, hazing is defined as any act directed toward a student, or any coercion or intimidation of a student to act or to participate in or submit to any act, when:

- (1) Such act is likely or would be perceived by a reasonable person as likely to cause physical or psychological injury to any person; and
- (2) Such act is a condition of initiation into, admission into, continued membership in or association with any organization.

Hazing includes but is not limited to an activity which recklessly or intentionally endangers the mental or physical health or safety of a student for the purpose of initiation or admission into or affiliation with any organization sanctioned or authorized by the Board of Education.

"Endanger the physical health" shall include, but is not limited to, any brutality of a physical nature, such as whipping; beating; branding; forced calisthenics; exposure to the elements; forced consumption of any food, alcoholic beverage, drug or controlled dangerous substance; or any forced physical activity which could adversely affect the physical health or safety of the individual.

"Endanger the mental health" shall include any activity, except those activities authorized by law, which would subject the individual to extreme mental stress, such as prolonged sleep deprivation, forced prolonged exclusion from social contact which could result in extreme embarrassment, or any other forced activity which could adversely affect the mental health or dignity of the individual.

Any hazing activity, upon which the initiation or admission into or affiliation with an organization sanctioned or authorized by the Board of Education is conditioned, directly or indirectly, shall be presumed to be a forced activity, even if the student willingly participates in such activity.

This policy is not intended to deprive School District authorities from taking necessary and appropriate disciplinary action toward any student or employee. Students or employees

<p>Timberlane Regional School District</p>	<p>Policy Code: JICFA</p>
<p>Adopted: 07-99 Revised: 02-24-05 Revised: 11-03-16 Revised:</p>	<p>Page 2 of 2</p>

who violate this policy will be subject to disciplinary action which may include expulsion for students and employment termination for employees.

The Superintendent shall take reasonable measures within the scope of the District's authority to prevent student hazing. All hazing reported to the District or which any District staff member has knowledge of shall be promptly reported to law enforcement, as required by RSA 631:7, Student Hazing.

A copy of this policy will be furnished to each student and teacher in the School District, including being printed in the student handbook.

Legal Reference:

RSA 631:7, Student Hazing

New Hampshire Code of Administrative Rules, Section Ed 306.04(a)(7), Student Hazing

NHSBA note, September 2017: This policy is updated to more closely track the language in RSA 631:7 and to incorporate the provision in that law which makes it a misdemeanor for the District to knowingly permit or condone student hazing, to fail to take measures to prevent hazing, or to fail to report hazing to law enforcement which has been reported to the District or of which the District otherwise has knowledge.

<p>Timberlane Regional School District</p>	<p>Policy Code: JLF</p>
<p>Adopted: 07-99 Revised: 02-24-05 Revised: 04-16-09 Revised:</p>	<p>Page 1 of 1</p>

REPORTING CHILD ABUSE OR NEGLECT

Any school employee having reason to suspect that a child is being or has been abused or neglected shall immediately report his/her suspicions to the building principal or designee. The principal or designee shall then notify the appropriate state officials at the New Hampshire Department of Health and Human Services. The principal or designee will then notify the superintendent or designee that such a report to Health and Human Services has been made.

A written report shall be made by the principal or designee within 24 hours. The report should contain the name and address of the child suspected of being abused or neglected, the person responsible for the child’s welfare, the specific information indicating the neglect/abuse or the nature and extend of the child’s injuries (including any evidence of previous injuries), the identity of the person or persons suspected of being responsible for such neglect or abuse, and any other information that might be helpful in establishing neglect or abuse or that may be required by the Department of Health and Human Services.

The Board requires all school district employees receive routine training or information on how to identify child abuse and neglect.

The Principal or Administrator of each school shall post a sign in a public area within the school that is readily accessible to students, in the form provided by the New Hampshire Department of Health and Human Services, Division for Children, Youth, and Families, that contains instructions on how to report child abuse or neglect, including the phone number for filing reports and information on accessing the Division's website.

Legal References:

- NH Code of Administrative Rules, Section ED 306.04(1)(10), Reporting of Suspected Abuse or Neglect
- RSA 169-C:29, Persons Required to Report
- RSA 169-C:30, Nature and Content of Report
- RSA 169-C:31, Immunity from Liability
- RSA 169-C:34,III, Duties of the Department of Health and Human Services

Appendix JLF-R

NHSBA note, September 2017: This policy is revised to incorporate the requirement that informational signs be posted in each school, established by House Bill 556, Laws of 2017, Chapter 245, adopted by the Legislature this year.

TIMBERLANE REGIONAL SCHOOL BOARD COMMITTEE ASSIGNMENTS 2018-2019

<p>CAPITAL IMPROVEMENT PLAN Sue Sherman, Chair Brian Boyle Kim Farah <i>Sandown Rep Needed</i></p> <p><i>Wednesday 6pm (as needed)</i></p>	<p>CHECK REGISTERS Sue Sherman Sarah Machemer</p>
<p>CURRICULUM & ASSESSMENT Sue Sherman, Chair Sarah Machemer</p> <p><i>Tuesday 5pm (monthly)</i></p>	<p>PERSONNEL Kelly Ward, Chair Sarah Machemer</p> <p><i>(As needed during negotiations)</i></p>
<p>ENERGY Kelly Ward, Chair <i>Board representative needed</i></p> <p><i>(As needed)</i></p>	<p>POLICY Lee Dubé, Chair Jen Silva</p> <p><i>Thursday 6:30pm (monthly)</i></p>
<p>FACILITIES Dan Guide, Chair Brian Boyle Kelly Ward</p> <p><i>Tuesday 10:15pm (quarterly)</i></p>	<p>SAFETY Kelly Ward, Chair Sue Sherman Jen Silva</p> <p><i>Tuesday 8:30am (quarterly)</i></p>
<p>FINANCE Lee Dubé Sue Sherman (Alternate)</p> <p><i>Thursday 7pm (bi-weekly)</i></p>	<p>STRATEGIC PLANNING <i>Board representatives needed</i></p> <p><i>Monday 4pm (As needed until finalized)</i></p>
<p>GENERAL ASSEMBLY DELEGATES <i>Board representative needed</i></p> <p><i>Attend January Assembly</i></p>	<p>WELLNESS Sue Sherman, Chair <i>Board representative needed</i></p> <p><i>Thursday 4pm (quarterly)</i></p>

Policy BDE requires two school board members and two SLT members must be present to hold a committee meeting. It will be up to the committee chairperson to secure appropriate board membership coverage for their meeting.