

TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

THURSDAY, MAY 4, 2017

Regular Meeting - 7:30 PM

Superintendent's Office
30 Greenough Road , Plaistow, NH
Brian Boyle, Chairman
Dr. Kim Farah, Vice Chairman

Dr. Earl Metzler, II, Superintendent

Dr. Roxanne Wilson, Asst. Superintendent

AGENDA

1. **7:30 PM** Call to Order – Chair (10 minutes)
2. Roll Call – Clerk
3. Pledge of Allegiance
4. Student Representative Report/Delegates and Individuals
5. Current Business
 - a. **7:40PM** TLC at Sandown Central Principal – INFORMATIONAL (5 minutes)
 - b. **7:45PM** Equity Advisory Committee Update – INFORMATIONAL (10 minutes)
 - c. **7:55PM** School Board Goals – ACTION (30 minutes)
 - d. **8:25PM** Wetlands Permit Update – INFORMATIONAL/ACTION (5 minutes)
 - e. **8:30PM** Administrative Contracts – INFORMATIONAL/ACTION (15 minutes)
 - f. **8:45PM** Legal Engagement Letters – INFORMATIONAL/ACTION (15 minutes)
 - g. **9:00PM** SERESC Update – INFORMATIONAL (5 minutes)
 - h. **9:05PM** Food Service Bids – ACTION (10 minutes)
6. **9:15PM** Administrator's Report
 - a. Update on School Activities – INFORMATIONAL
7. **9:20PM** Personnel Report
8. **9:25PM** Committee Reports
9. **9:30PM** Reports of the School Board
10. **9:35PM** Approval of Minutes
 - a. April 20th public and nonpublic sessions
11. Correspondence Folder
12. Vendor and Payroll Registers
13. **9:45PM** Other Business
14. Non-public (if needed)
15. Future Dates

DATE	MEETING TYPE	LOCATION	TIME
May 17	SAU Board Meeting	SAU	7:00 PM
May 18	Regular Board Meeting	SAU	7:30 PM
May 24	Tentative SAU Board Meeting	SAU	7:00 PM
June 1	Regular Board Meeting	SAU	7:30 PM
June 15	Regular Board Meeting	SAU	7:30 PM

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 May 4, 2017 School Board Meeting

1-4. OPEN MEETING *Self-explanatory.*

5. CURRENT BUSINESS

a. TLC at Sandown Principal – 5 minutes

Dr. Metzler to introduce newly appointed TLC@SC Principal Jennifer Marino. INFORMATIONAL

b. Equity Advisory Committee Update – 10 minutes

Update to be presented of this Superintendent's advisory committee that was charged with conducting an audit of the current allocation of resources and identifying areas of imbalance as it relates to athletics and the arts, advantaged and disadvantaged students, Title IX requirements (equal opportunities for both boys and girls), and any other areas that may be identified. INFORMATIONAL

c. School Board Goals – 30 minutes

Board members were asked to submit goals to the chair for consideration for 2017-18. ACTION

d. Wetlands Permit Update – 5 minutes

Update to be provided on this item as it relates to timeframe and overall cost for the permitting process as this would inform the board on any decision to move forward with the project and how best to fund it. INFORMATIONAL/ACTION

e. Administrative Contracts – 15 minutes

Review of admin contracts by position, number, salary, benefits and enrollment numbers. INFORMATIONAL/ACTION

f. Legal Engagement Letters – 15 minutes

Review of letters to clarify the attorney/client relationship. The special education department will provide number of letters initiated in 2016-17 and the names of firms used. INFORMATION/ACTION

g. SERESC Update – 15 minutes

Review of SERESC contracts and programs for 2016-17. INFORMATIONAL

h. Food Service Contract Bids – 10 minutes

Bids are scheduled for opening on May 1st. Superintendent to make recommendation for the food service contract. ACTION

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

a. Grounds Bid – Budget account update

7. PERSONNEL REPORT – *Dr. Metzler to present (if needed)*

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. APPROVAL OF MINUTES

Three sets: April 20 public and nonpublic meetings.

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

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

13. OTHER BUSINESS

a. Process to Ratify Election Results – Action

14. NON-PUBLIC

15. FUTURE DATES

TRSD Equity Advisory Committee

- ▶ **Equity verses Equality** (Video Clip)

- ▶ <https://www.youtube.com/watch?v=lrKRm6KAzfU>

- ▶ **GOAL:** Equity; trying to understand and give our students, staff, and community what they need to achieve educational success.

- ▶ **Data Collection and Analysis**

- ▶ Identify unmet needs (inequities) and for whom based upon evidence

- ▶ Drill down to discover root cause or reasons why

- ▶ Collaboratively develop solutions to address unmet needs

SCHOOL BOARD GOALS

2016 - 17

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.

1. Academic Excellence

- 1.1 Support the Superintendent's Leadership Team and instructional staff in their pursuit of academic excellence and continuous improvement.
- 1.2 Timely and comprehensive presentations regarding all of the major assessment results will be presented to the Board (i.e. SAT, STAR, SBAC, AP, etc...).

2. Community Engagement and Parental Involvement

The Board will continue to dedicate district resources towards a centralized, professional and consistent community relations effort. The TPAF (Timberlane Parent Advisory Forum) is one of the ways the district is working toward this effort.

3. Capital Improvement Plan

The Board will review, adjust and implement the Capital Improvement Plan through school year 2016-17.

4. Working with the Budget Committee

The Board will increase communication with the Budget Committee, strive to improve our working relationship with the Budget Committee, and, in so doing, improve the budget process. In the spirit of collaboration, we will schedule one workshop to be held in conjunction with the Budget Committee.

5. Annual Report

- 5.1 Add significant content to the Annual report in an effort to make district information more accessible.
- 5.2 Support and perform necessary work to get annual audit completed in time to be part of the Annual Report.

6. Campuses and Grounds

The Board will support and dedicate appropriate resources in the pursuit of well-kept campuses and grounds in which we can all take great pride.

7. Drug Awareness

The Board will work in conjunction with community partners and school district leaders to keep the public aware of efforts regarding the substance abuse epidemic. The Student Assistance Program webpage is an example of this support.

Peter Bealo, Chair
Kelly Ward, Vice Chair

Timberlane Regional School Board
Adopted May 19, 2016

School Board Goals 2017-2018

1) Strategic Planning: the board will complete a solid strategic plan.

Rationale: The district's long-term educational needs will determine the facility needs. Once we have a clear grasp on facility needs, the board can plan for capital improvements with more confidence.

Action: Strategic Plan Standing Committee will appoint a chairman and meet at least once a month. Superintendent Metzler is to be a member of this committee.

Outcome: A detailed and specific plan for the district's facility needs will be provided to the board no later than June 1, 2018.

2) Budgeting: the board will take an active role in the budgeting process and will strive to provide all parties with budget transparency in a timely manner.

Rationale: The board can assist the budget committee by directing the SAU to prepare a draft budget in keeping with financial directives established in advance by the school board.

Action: School board is to meet during the summer for budget decisions.

The board will continue to review and support the CIP for 2017-2018

The board will use class size in every facility to rationalize course offerings.

The board will establish a reasonable gross cost per pupil.

Provide the budget committee with ample detailed financial information in an optimally useable format.

Provide the budget committee with an executive summary of budget objectives.

The board will oversee the default budget and will require the default budget to be an additional column in proposed budget documents.

Outcome: School board proposed budget will be given to the budget committee in Early October 2017.

3) Campus grounds and athletic equipment: the board will dedicate appropriate resources to campus grounds and athletic equipment.

Rationale: The board realizes a need to address the state of our playing fields, our campus grounds and our athletic equipment. Maintaining and striving to improve what the taxpayers have entrusted to us for the benefit of our students demonstrates good management and encourages pride in our district.

Action: The board will obtain an expenditure breakdown by sport and by teams. This will ensure equity between male and female athletes as well as helping us understand the best overall use of our athletic dollars now and in the future.

The board will continue to explore environmentally responsible water sources for

grounds care and be open to other options for improvement to our fields.
The board will look at the possibility of intramural teams.
The board will approve a comprehensive plan for the maintenance and approval of all District campuses and grounds by June 2018

Outcome: Better field conditions, better kept school grounds generally, and better long-term planning for athletic needs such as equipment and uniforms.

4) Drug Awareness: the board will work with community partners and school district leaders to keep the public aware of efforts regarding the substance abuse epidemic.

Rationale: Prevention is paramount.

Action: The board will make this a focus of the Wellness Committee.
The Student Assistance Web page will be maintained.
The board will support public forums (3) and school-based anti-drug initiatives.

Outcome: Increased awareness of substance abuse epidemic

5) High Achieving Learners: the district will investigate ways to improve and expand options for high-achieving learners from K-8.

Rationale: Timberlane currently offers little by way of acceleration to high-achieving learners in K-8. This brings down our overall academic achievement and does not engage the full potential of our students.

Action: The district will provide a written report to the board no later than September, 2017 with recommendations for a more comprehensive program.

Outcome: The board hopes to have agreed on a course of action for 18-19 to better engage these young learners in time to provide for these recommendations in the 18-19 budget.

6) Communications: the board values community good will and understands that the foundation of good will rests on honesty, responsiveness and responsibility. The board will attempt to increase community participation at board meetings, public hearings and at Deliberative Session and to encourage feedback to improve our performance. The board will review and provide the annual and auditor reports to the community in a timely manner.

Rationale: The board's job is to represent the public's interests. Public concerns cannot be known without an active desire on the part of the board to hear all sides of an issue, public accessibility of documentation and to explore a full range of perspectives from the public.

Action: The board will re-direct public communication from the superintendent to the board itself by dissolving the Superintendent Advisory Committees that are made up of elected officials and/or members of the public. The board will revise its policy on correspondence and emails to the board, and will encourage public comment at all

meetings which may include changes to board communication practices and meeting procedures. The board will also have prior review of all communications sent out to the public under its name.

7. Academic: the board will continue to support the SLT and instructional staff in the pursuit of academic excellence by timely approval of curriculum changes, supporting recommendations for educational tools and support of resources.

Rationale: To ensure that Timberlane continues gains in academic achievement.

Action: The board will receive timely and comprehensive reports regarding all major assessment results by June 30, 2018.

Others:

The SB will ensure a list of all forms due at the state level with due dates and filed dates?

SCHOOL BOARD GOALS 2017 – 2018

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.

1. Academic Excellence

1.1 Support the Superintendent’s Leadership Team and instructional staff in their pursuit of academic excellence and continuous improvement.

1.2 Ensure that the academic tools/ programs/ curricula voted on by the Board takes into consideration each stage of development for the children of the district.

1.3 Timely and comprehensive presentations regarding all of the major assessment results will be ~~presented~~ sent to the Board via email and presented to the Board when requested (i.e. SAT, STAR, SBAC, AP, etc...).

2. Community Engagement, ~~and~~ Parental Involvement and Communication

2.1 The Board will continue to dedicate district resources towards a centralized, professional and consistent community relations effort.

2.2 The Chair will work with the Superintendent regarding the need for and content of Press Releases. ~~The TPAF (Timberlane Parent Advisory Forum) is one of the ways the district is working toward this effort.~~

2.3 The TPAF (Timberlane Parent Advisory Forum) has been established to better serve the parents of the district. To that end, this forum welcomes suggestions by parents for future agenda topics.

2.4 The Board values input from parents and stakeholders and welcomes concerns, comments and suggestions via email and during Delegates and Individuals. Emails, letters sent or comments received during D & I will be addressed by the Board and responded to by the Chair within 2-4 weeks.

3. Capital Improvement Plan

The Board will review, adjust and implement the Capital Improvement Plan through school year 2016-17.

4. Working with the Budget Committee

~~The Board will increase communication with the Budget Committee, strive to improve our working relationship with the Budget Committee, and, in so doing, improve the budget process.~~

4.1 The Board recognizes that the School Board provides the budget for the Budget Committee to deliberate, approve or modify as necessary.

4.2 In the spirit of collaboration, we will schedule one workshop to be held in conjunction with the Budget Committee.

5. Annual Report

5.1 Add significant content to the Annual report in an effort to make district information more accessible.

5.2 Support and perform necessary work to get annual audit completed in time to be part of the Annual Report.

6. Campuses, ~~and~~ Grounds and Sports Equipment

6.1 The Board will support and dedicate appropriate resources in the pursuit of well-kept campuses, ~~and~~ grounds and sports equipment in which we can all take great pride.

6.2 The Board will also ensure appropriate funds are available and allocated for all sports teams of the school district.

7. Drug Awareness

The Board will work in conjunction with community partners and school district leaders to keep the public aware of efforts regarding the substance abuse epidemic. The Student Assistance Program webpage is an example of this support.

Goals:

1. Academic:

a. The school board will continue it's support of the SLT and instructional staff in pursuit of academic excellence by timely approval of curriculum changes, supporting recommendations for educational tools and support of resources .

b. The school board will receive timely and comprehensive reports regarding all major assessment results by June 2018.

2. Planning:

a. The school board will continue to review and support CIP for 17-18.

b. The school board will support work to achieve a strategic plan by June 2018

c. The school board will continue it's effort to work collaboratively with budget comm. to improve the budget process and will attend a workshop with budget committee prior to finalization of 17-18 budget.

3. Standing committees:

a. The school board will ensure all sb standing committees have a reviewed mission and goals

statements posted on the web site for 17-18 school year.

b. The school board will receive committee reports on the work by chairs monthly.

c. The school board will ensure that gaps or overlaps between committees are addressed by June 2018

4. Reports:

a. The school board will continue to review annual report to ensure significant content is accessible to the public by annual meeting 2018.

b. The school board will ensure a list of all forms due at the state level with due dates and filed dates.

c. The school board will ensure audit work is completed on time and is made accessible through annual report/web site/ printed copies to public.

5. Maintenance of Grounds:

a. The school board will support resources for the maintenance and improvement to all district campuses and grounds by approving a compressive plan for such by June 2018.

6. Public and Community Engagement:

a. The school board will continue its work with community leaders and school substance abuse professionals to inform the public regarding the substance abuse epidemic by sponsoring a minimum of 3 public forums by June 2018.

DETENTION POND DREDGING – May 4, 2017

The Timberlane Board requested an update on the question of how long a dredging permit lasts. **A typical permit would be 5 years.** If we run into other conditions specific to the site, the permits may expire after two years. If the board authorized moving forward on the first steps on obtaining a permit, we would understand better what the conditions are and what will be required to move forward.

If the Board takes action (which would be appreciated), we would need clarification on whether the permit would be for:

1. Dredge existing pond
2. Expand existing pond
3. Dredge and expand existing pond (this is preferred).

#3 will give the greatest view on the Board's next steps and give the Facilities and CIP Committees an idea on cost and direction on all options. Permitting costs are estimated at \$7,500. If approved, work could start as soon as possible, cognizant that we are getting into busy season for engineers.

2016-17 ADMINISTRATORS

LOCATION	NAME	DESCRIPTION	MOS	FTE
Atkinson Academy	Dayotis, Kathleen A	Principal	12	1
Atkinson Academy	Liff, Patrice L.	Asst Principal/Curr Coord	11	1
Danville	Barcelos, Nancy T.	Principal	12	1
Danville	Canotas, Lucy J	Asst Principal/Curr Coord	11	1
District Wide	Armfield, Debra L	DIR CAPL K-12	12	1
District Wide	Henderson, Kenneth A	DIR Technology	12	1
District Wide	Hughes, James M.	DIR Facilities	12	1
District Wide	MacDonald, Melissa	Coordinator - Elementary Literacy	11	1
District Wide	Mckechnie, Kathleen	Coordinator - Preschool	12	1
District Wide	Michaud, Christi L	DIR Data, Assessment & Accountability	12	1
District Wide	Paul, Lois	Coordinator - Technology	12	1
District Wide	Rasicot, Susan E	DIR Stdnt Srvcs	12	1
District Wide	Rincon, Elizabeth A.	DIR Special Ed	12	1
District Wide	Strainge, Scott A	DIR HS Alt/ContEd & Enrich	12	1
Pollard School	Auger, Michelle S	Principal	12	1
Pollard School	Blay, Douglas C.	Asst Principal/Curr Coord	11	1
Pollard School	Shawley, Brian C	Asst Principal	11	1
Sandown Central	Rolph, Douglas	Principal	12	1
Sandown North	Georgian, Jo-Ann	Principal	12	1
Sandown North	Stafford, Nancy H.	Asst Principal/Curr Coord	11	1
High School	Allaire, Sandra M.	Academic Dean - World Languages	12	1
High School	Carlson, Rebecca	Academic Dean - Mathematics	12	1
High School	Chooljian, Barry	DH Guidance	11	1
High School	DiBartolomeo, Anthony	DIR Music	12	1
High School	Fantasia, Angelo	DIR Athletics	12	1
High School	O'Connell, Brian C	Asst Principal	12	1
High School	Pedersen, Mark E.	Academic Dean - Science	12	1
High School	Puchlopek, Jennifer R	Academic Dean - English & Lang Arts	12	1
High School	Reddy, Nash	DH SPED	12	1
High School	Roy, Heather J	Asst Principal	12	1
High School	Widman, Mary F	Asst Principal	12	1
High School	Woodworth, Donald	Principal	12	1
Middle School	Caffelle, Lorin B	DH SPED	11	1
Middle School	Desrochers, Christine R	Curr Coord	12	1
Middle School	Flynn, Michael T	Asst Principal	12	1
Middle School	Hogan, Michael J	Principal	12	1
Middle School	Hutnick, Marilyn L.	Asst Principal	12	1
Middle School	Mencis, Mitchell	Academic Dean - FACS, Heath, PE, ICT	12	1
Middle School	Michitson, Jennifer R	Academic Dean - Enrich, RTI, Read, FA	12	1
Middle School	Mrowka, Carol A.	Asst Principal	12	1

All Dean positions reflect grades 6-12 regardless of their location.

TIMBERLANE REGIONAL SCHOOL DISTRICT

DIRECTOR OF FACILITIES BENEFITS

1. **Life Insurance** 1.5 x salary life insurance policy (maximum \$150,000)
2. **Medical Insurance** 90% District support of medical insurance plan; 1-person, 2-person or family
Employees opting not to enroll in the group medical program will receive a cash settlement of \$2,500 to be paid at the end of the contract year with the stipulation that there be no change in selection of plan during the year
3. **Dental Insurance** 90% District support of dental insurance plan; 1-person, 2-person or family
4. **Long Term Disability** 100% District support of long term disability plan equal to 2/3 salary after 90 days disability (maximum benefit \$5,000/month)
5. **Vacation *
12-month contract** 20 days paid vacation during the first 5 years of full time professional service (administrator or teacher) in the District and/or the SAU Office. After 5 years of full time professional service, paid vacation shall be increased 1/2 day per year to a maximum of 25 days. Paid vacation shall be accumulative to 40 days for salary settlement purposes and 40 days for extended use purposes
6. **Holidays - 11**
New Year's Day Labor Day
Civil Rights Day Columbus Day
President's Day Veterans Day
Memorial Day Thanksgiving (2)
Independence Day Christmas Day
7. **Sick Leave** 15 days sick leave annually, accumulative to 120 days
8. **Sick Leave
Severance Pay** As per Teachers' Agreement
9. **Sick Bank Access** As per agreement authorized 6/1/95
10. **Personal/Legal/Bereavement
Leave** At discretion of Superintendent
11. **Course Reimbursement** As per Teachers' Agreement
12. **Maternity/Paternity Leave** Eligibility after one year of employment in the District
13. **In-District Unvouchered
Travel Allowance** \$6,000
14. **Paid Professional Association
dues** As budgeted and approved by the Superintendent
15. **Compensatory time** As approved in advance in writing by the Superintendent for work on holidays and/or weekends
16. **Longevity** As per Teachers' Agreement
17. **Retirement Incentive** Administrators with at least 15 years of service in the School District who are at least 55 years of age, and who are eligible for early or normal retirement under the NH Retirement System, shall be eligible for the following early retirement incentive program.

more

17. Retirement Incentive *cont'd*

Administrators must submit notice of intention to retire under this program to the Superintendent no later than January 1 of the last full school year of full-time employment. Under extraordinary circumstances, a maximum of one administrator per school year may withdraw such notice or submit such notice after January 1. If more than one administrator in a school year seeks to withdraw or submit such notice after January 1, the administrator who shall be permitted to withdraw or submit such notice shall be the first administrator who notifies the Superintendent in writing of extraordinary circumstances that justify the late withdrawal or submission.

Shall equal one and one-quarter percent of the administrator's last salary times the number of years of service that the administrator served the School District in a full-time position. However, in no event shall the amount paid exceed forty-five percent of the administrator's last salary.

NON ASSESSED PAYMENT

If the School District will not be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be paid as a one-time lump sum in August following the date of retirement.

ASSESSED PAYMENT

However, if the School District will be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in August following the date of retirement, and shall equal the maximum portion of the retirement incentive that will not result in the School District being assessed by the New Hampshire Retirement System. The second lump sum payment shall be due and payable 120-150 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the retirement incentive that was not paid in the first lump sum.

18. Other benefits at least consistent with those offered teachers in the TTA/TRSB Master Agreement.

Effective: July 1, 2016

TIMBERLANE REGIONAL SCHOOL DISTRICT

DIRECTOR OF TECHNOLOGY BENEFITS

1. **Life Insurance** 1.5 x salary life insurance policy (maximum \$150,000)
2. **Medical Insurance** 90% District support of medical insurance plan; 1-person, 2-person, or family
Employees opting not to enroll in the group medical program will receive a cash settlement of \$2,500 to be paid at the end of the contract year with the stipulation that there be no change in selection of plan during the year
3. **Dental Insurance** 90% District support of dental insurance plan; 1-person, 2-person or family
4. **Long Term Disability** 100% District support of long term disability plan equal to 2/3 salary after 90 days disability (maximum benefit \$5000/month)
5. **Vacation *
12-month contract** 20 days paid vacation during the first 5 years of full time professional service (administrator or teacher) in the District and/or the SAU Office. After 5 years of full time professional service, paid vacation shall be increased 1/2 day per year to a maximum of 25 days. Paid vacation shall be accumulative to 40 days for salary settlement purposes and 40 days for extended use purposes
6. **Holidays - 11**

New Year's Day	Labor Day
Civil Rights Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving (2)
Independence Day	Christmas Day
7. **Sick Leave** 15 days sick leave annually, accumulative to 120 days
8. **Sick Leave Severance Pay** As per Teachers' Agreement
9. **Sick Bank Access** As per agreement authorized 6/1/95
10. **Personal/Legal/Bereavement Leave** At discretion of Superintendent
11. **Course Reimbursement** As per Teachers' Agreement
12. **Maternity/Paternity Leave** Eligibility after one year of employment in the District
13. **In-District Unvouchered Travel Allowance** \$2,500
14. **Paid Professional Association dues** As budgeted and approved by the Superintendent
15. **Longevity** As per Teachers Agreement
16. **Compensatory time** As approved in advance in writing by the Superintendent for work on holidays and/or weekends
17. **Retirement Incentive** Administrators with at least 15 years of service in the School District who are at least 55 years of age, and who are eligible for early or normal retirement under the NH Retirement System, shall be eligible for the following early retirement incentive program.

more

17. Retirement Incentive *cont'd*

Administrators must submit notice of intention to retire under this program to the Superintendent no later than January 1 of the last full school year of full-time employment. Under extraordinary circumstances, a maximum of one administrator per school year may withdraw such notice or submit such notice after January 1. If more than one administrator in a school year seeks to withdraw or submit such notice after January 1, the administrator who shall be permitted to withdraw or submit such notice shall be the first administrator who notifies the Superintendent in writing of extraordinary circumstances that justify the late withdrawal or submission.

Shall equal one and one-quarter percent of the administrator's last salary times the number of years of service that the administrator served the School District in a full-time position. However, in no event shall the amount paid exceed forty-five percent of the administrator's last salary.

NON ASSESSED PAYMENT

If the School District will not be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be paid as a one-time lump sum in August following the date of retirement.

ASSESSED PAYMENT

However, if the School District will be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in August following the date of retirement, and shall equal the maximum portion of the retirement incentive that will not result in the School District being assessed by the New Hampshire Retirement System. The second lump sum payment shall be due and payable 120-150 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the retirement incentive that was not paid in the first lump sum.

18. Other benefits at least consistent with those offered teachers in the TTA/TRSB Master Agreement

TIMBERLANE REGIONAL SCHOOL DISTRICT

ADMINISTRATOR BENEFITS

1. **Life Insurance** 1.5 x salary life insurance policy (maximum \$150,000)
2. **Medical Insurance** 90% District support of medical insurance plan; 1-person, 2-person, or family
Employees opting not to enroll in the group medical program will receive a cash settlement of \$2,500 to be paid at the end of the contract year with the stipulation that there be no change in selection of plan during the year
3. **Dental Insurance** 90% District support of dental insurance plan; 1-person, 2-person or family
4. **Long Term Disability** 100% District support of long term disability plan equal to 2/3 salary after 90 days disability (maximum benefit \$5000/month)
5. **Vacation ****
12-month contracts 20 days paid vacation during the first 5 years of full time professional service (administrator or teacher) in the District and/or the SAU Office. After 5 years of full time professional service, paid vacation shall be increased 1/2 day per year to a maximum of 25 days. Paid vacation shall be accumulative to 40 days for salary settlement purposes and 40 days for extended use purposes
Vacation
11.5/11-month contracts A 19-day annual vacation benefit is awarded to administrators under an 11.5 month contract, and 18 days for administrators under an 11-month contract. Paid vacation shall be accumulative to 40 days for salary settlement purposes and 40 days for extended use purposes.
6. **Holidays**
12-month contracts – 11* New Year's Day Labor Day
Civil Rights Day Columbus Day
President's Day Veterans Day
Memorial Day Thanksgiving (2)
11.5/11 month contracts – 10 *Independence Day Christmas Day
7. **Sick Leave** 15 days sick leave annually, accumulative to 120 days
8. **Sick Leave** As per Teachers' Agreement
Severance Pay
9. **Sick Bank Access** As per agreement authorized 6/1/95
10. **Personal/Legal/Bereavement Leave** At discretion of Superintendent
11. **Course Reimbursement** As per Teachers' Agreement
12. **Sabbatical Leave** Eligibility after 7 years consecutive service with District
13. **Maternity/Paternity Leave** Eligibility after one year of employment in the District
14. **Paid professional association dues** As budgeted and approved by the Superintendent
15. **Longevity** As per Teachers Agreement
16. **Compensatory time** As approved in advance in writing by the Superintendent for work on holidays and/or weekends
17. **Retirement Incentive** Administrators with at least 15 years of service in the School District who are at least 55 years of age, and who are eligible for early or normal retirement under the NH Retirement System, shall be eligible for the following early retirement incentive program.

more

17. Retirement Incentive *cont'd*

Administrators must submit notice of intention to retire under this program to the Superintendent no later than January 1 of the last full school year of full-time employment. Under extraordinary circumstances, a maximum of one administrator per school year may withdraw such notice or submit such notice after January 1. If more than one administrator in a school year seeks to withdraw or submit such notice after January 1, the administrator who shall be permitted to withdraw or submit such notice shall be the first administrator who notifies the Superintendent in writing of extraordinary circumstances that justify the late withdrawal or submission.

Shall equal one and one-quarter percent of the administrator's last salary times the number of years of service that the administrator served the School District in a full-time position. However, in no event shall the amount paid exceed forty-five percent of the administrator's last salary.

NON ASSESSED PAYMENT

If the School District will not be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be paid as a one-time lump sum in August following the date of retirement.

ASSESSED PAYMENT

However, if the School District will be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in August following the date of retirement, and shall equal the maximum portion of the retirement incentive that will not result in the School District being assessed by the New Hampshire Retirement System. The second lump sum payment shall be due and payable 120-150 days after the employee's retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the retirement incentive that was not paid in the first lump sum.

18. Other benefits at least consistent with those offered teachers in the TTA/TRSB Master Agreement

Effective: July 1, 2015

**Timberlane Regional School District
Atkinson, Danville, Plaistow, Sandown
New Hampshire**

Enrollment Report - October 1, 2016

Grade	Atkinson	Danville	Plaistow	Sandown	Tuition	Total
Pre-K	20	22	28	42	4	116
K	38	43	74	55	1	211
1	48	28	62	78	0	216
2	48	43	80	58	1	230
3	58	43	88	67	3	259
4	69	55	73	80	0	277
5	45	48	73	78	0	244
Total Elementary	326	282	478	458	9	1553
6	78	30	81	84	0	273
7	50	59	88	68	0	265
8	69	52	93	79	0	293
Total MS	197	141	262	231	0	831
9	76	49	90	86	1	302
10	48	57	74	95	0	274
11	73	68	88	72	1	302
12	67	60	97	91	4	319
Total HS	264	234	349	344	6	1197
TOTAL ALL	787	657	1089	1033	15	3581

Special Education & Student Services Legal Engagements-2016-17

Special Education and Student Services were involved in 9 legal engagements (so far) this year. Legal engagements include representation in court or at a team meeting, due process hearing, or mediation.

Special Education and Student Services had 5 legal consults on cases that were DOE complaints, bullying complaints, Title IX, or requests for compensation for outside evaluations.

Total legal engagements: 14

Law Firm used: Drummond & Woodsum

Attorneys:

- Erin Feltes
- Eric Herlan
- James O'Shaunessey
- Jerry Zelin
- Allen L. Kropp

Special Education and Student Services Contracts with SERESC-2016-17

<u>Service</u>	<u>Contract Amount</u>	<u>Staff Name</u>
Teacher of the Deaf (H.E.A.R in NH)	\$10,105.00	Jenifer Morris
Teacher of the Visually Impaired	\$41,785	Kristen Herrick
Speech Pathologist (Home program students)	\$27,200 + Mileage	Judith Mikami
Consult with EBD program (Pollard School)	\$6000	Eric Mann
ESOL Mentoring	\$3040 + Mileage	Karen Goyette
Speech Assistant (ESY)	\$3360 + Mileage	Kristina Moulis
BCBA (Supervise RBTs- Registered Behavior Technicians-3)	\$860 + Mileage	Kathy McBride
<i>Open Psychologist position at Sandown North:</i>		
BCBA/MSW- 18 hrs/wk	\$58,824 + Mileage	Cynthia Kenney
Psychologist- 12 hrs/wk	\$41,952 + Mileage	Victoria Kennedy

Summary: 9 contracts totaling \$193,126.00 not including mileage



at



Southeastern Regional Education Service, Inc.

CONTRACTED SERVICE AGREEMENT

The **SAU 55 - Timberlane School District** (hereinafter "School District") hereby agrees to purchase the following Teacher of the Deaf and Hard of Hearing Students services from HEAR in New Hampshire, a program of Southeastern Regional Educational Service Center, Inc. (hereinafter "the Provider"), and the Provider hereby agrees to provide the following services to the School District:

- Consultation with and/or training of teachers and other support staff as needed
- Participation in IEP/504 meetings
- Consultation and recommendations on student evaluations
- Classroom observations
- When appropriate, direct instruction to students provided by a teacher certified in Deaf and Hearing Disabilities in accordance with the student's IEP

16
Students

This agreement will commence on or about August 29, 2016 and end June 19, 2017

This agreement shall terminate if the special education team determines that student services are no longer needed or when students transition out of the local public school system. This agreement will also terminate immediately if the Provider no longer has approval to operate the student's program. In the event of any termination, all payments to the Provider will be pro-rated to the date the student is withdrawn from the Provider.

Compensation for this service will be \$118.75 per hour plus a mileage charge at \$.54 per mile. Services will be as prescribed in student IEP(s)/504 Plan(s) and as assigned by the school district for the 2016-2017 school year. Such hourly rate shall apply to in person instruction, direction, consultation and attendance at meetings, as well as telephone consultations of more than 20 minutes duration.

The Provider will charge the current IRS reimbursement rate for every mile traveled in order to fulfill the obligations of this contract, which includes travel for purposes of instruction, consultation, and participation and attendance at meetings. Pursuant to IRS Regulations the mileage will be calculated round trip from The Provider unless the mileage would be less coming from another location or school district in which case the district will be charged the lesser of the two. If the Teacher of the Deaf travels to the school for instruction of the student, and the student is absent from school on that date, The Provider will charge the current IRS reimbursement rate for that travel, unless the school notifies the Provider of the student's absence in a timely manner.

Maximum compensation payable for services and travel during the term of this agreement shall be \$10,105.00

Billing will begin based on the student start date determined by the local team. Monthly invoices will be submitted by the provider for services rendered. Any additional services will be charged only with pre-approval of the school district.

The Provider agrees that the School District can conduct announced and unannounced site visits and /or observations of service delivery. The Provider also agrees that the School District may review any and all documents relating to the provision of services.

The School District and the Provider agree that the Provider is an independent contractor, not an employee of the School District. The School District is not required to extend worker's compensation insurance or to pay any other compensation or benefits to the Provider. The Provider shall have no authority to act for or on behalf of the School District or bind the School District without the School District's express written consent. Upon request, the Provider will provide proof of insurance to the School District.

Neither party may assign any rights or delegate any duties under this agreement without the other party's prior written consent.

This agreement is made in and shall be construed in accordance with all applicable federal and state laws.

The Provider has not been barred or suspended from doing business with the US Government.

This writing contains the entire agreement of the parties. No representations were made or relied upon by either party other than those expressly set forth herein.

Provider: *Mark L...* Date: *8/29/16*
Position: *Executive Director*

School District: *(Timberlane) Elizabeth A. ...* Date: *9/8/16*
Position: *Director of Special Education*

Revised
Copy



Southeastern
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Service Center, Inc.

29 Commerce Drive
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-206-6598
www.seresc.net
Mark Conrad
Executive Director

Mission: Inspiring innovation and excellence in education
and professional practice

CONTRACT FOR SERVICES

AGREEMENT entered into this **September 6, 2016** by and between the **Timberlane Regional School District** ("the District"); and SERESC ("the Company). This **AGREEMENT** will end on or about **June 30, 2017**.

In consideration of the rights and obligations set forth herein, the parties agree that services will be provided to a student of the District in the following manner and under the following terms and conditions:

SERVICES:

The Company will arrange for the provision of services as described below. Services are provided in accordance with the students' Individual Education Plans or 504 plans, or to non-identified students at the request of the special education staff and with the approval of the Director of Student Services. The person the Company provides to deliver the services described in this agreement shall be referred to herein as the "Service Provider".

Service Provider: Teacher of Students with Vision Impairment

Kristen Herrick

Description of Services to be Provided:

7 students

- Direct instruction of student and consultation to team/staff
- Consultation with and/or training of teachers of other support staff
- On-going communication with building team/staff via phone, email and or informal conversations
- Consultation and recommendations on student evaluations and completion of appropriate assessments as needed
- Classroom observations as deemed necessary or requested
- Participation in team meetings related to student progress, evaluations, IEP's /504 Plans, and others as schedules permit
- Completion of written reports, IEP's 504 Plans and preparation of instructional lessons
- Guidance and/or assistance in obtaining accessible instructional materials as needed

Assignment

This agreement will commence on or about **August 29, 2016** and end on or about **June 16, 2017**.

HOURS AND DURATION:

The Company agrees to arrange for the provision of services, according to the estimates of services mutually agreed upon by the District and Company during the 2016-2017 school year. Services provided beyond that which is described within this agreement must be approved by the Director of Student Services.

COMPENSATION: Services will be provided for an estimated total cost of **\$41,785**. Please see the attached detail of unit costs and current plans for services to individual students.

DAYS OFF:

The District will notify the Company of school cancellations or delays by 7:30am (via WMUR-TV). With proper notification, the District will not be charged for services not provided due to a scheduled day off or unscheduled day off (e.g., sick or snow day).



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INVOICE AND PAYMENT PROCEDURE:

The Company will submit a regular invoice for services to the District.
Invoice will reflect the same units/hours of service and rates specified in this contract.

CRIMINAL HISTORY RECORDS CHECK:

All individuals performing services under this agreement undergo a current criminal history records check, pursuant to RSA 189:13-a, paid for by the company prior to performing any services under this agreement. The Company agrees to provide the District with the information that the criminal background check has been performed upon request.

FERPA CONFIDENTIALITY:

The Company and its employees and service providers shall maintain the privacy and confidentiality of student records and shall comply with Family Educational Rights and Privacy Act (FERPA) and all Service Provider's policies, procedures and rules.

NON-ASSIGNMENT PROVISION:

The Company shall not assign this agreement without the prior written consent of the District.

CERTIFICATION:

The Company agrees to comply with all applicable certification/license standards established by federal, state or local agencies or departments during the agreement term. The Company shall immediately notify the District of any change in its or its employees' certification/license status. The Company agrees to provide all documents and information regarding its or its employees' certification or licenses to the District upon request.

RIGHT TO ACCEPT OR REJECT:

The District reserves the right to accept or reject any and all Service Provider(s) with 30 days' notice without cause or reason. The Company shall not assign alternate Service Provider(s) without prior notification to the District. The District may require the Company to remove any of its employees from providing services under this agreement when the District determines that it is in the best interest of the District. The Company must then remove their service provider.

INSURANCE:

The Company shall maintain, or require independently contracted service providers to maintain, insurance in an amount sufficient to meet its obligation to the District under this agreement, including but not limited to worker's compensation, as required, professional and general liability insurance. Proof of insurance may be submitted to the District if requested. The Company provides a minimum of \$1M per occurrence and \$ 3M as general aggregate.

INDEPENDENT RELATIONSHIP:

No service providers of the Company shall be considered an employee of the District and the Company shall assume sole responsibility for the payment of wages and/or other compensation and all applicable taxes and insurance. The Company alone shall be responsible for the acts, omissions, conduct and control of any personnel in its employ or under contract with the Company. The Company shall work for the District for said period and shall conform to and carry out all public school laws and all lawful rules and regulation relative to conduct within the schools which may be adopted by the School Board or the State Board of Education. The District will inform the Company of any unique rules and regulations adopted by the District relevant to this work.



SERESC

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Mark Conrad
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MM

Signature of Provider

9/6/16

Date

Elizabeth A. Raini

Authorized Signature

9/7/16

Date



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CONTRACT FOR SERVICES

AGREEMENT entered into this **September 6, 2016** by and between the **Timberlane Regional School District** ("the District"); and **SERESC** ("the Company). This **AGREEMENT** covered from **July 1 2016, will end on or about June 30, 2017.**

In consideration of the rights and obligations set forth herein, the parties agree that services will be provided to a student of the District in the following manner and under the following terms and conditions:

SERVICES:

The Company will arrange for the provision of services as described below. Services are provided in accordance with the students' Individual Education Plans or 504 plans, or to non-identified students at the request of the special education staff and with the approval of the Director of Student Services. The person the Company provides to deliver the services described in this agreement shall be referred to herein as the "Service Provider".

Assignment

Feeding, swallowing, speech and language services by **Judy Mikami**: ● = 3 hours per week of direct services, 1 hour monthly meeting; ● = 2 hours per week of direct services, 1 hour monthly meeting; ● = 2 hours for evaluation; plus speech and language services as requested.

HOURS AND DURATION:

The Company agrees to arrange for the provision of services, according to the estimates of services mutually agreed upon by the District and Company during the 2015-2016 school year. Services provided beyond that which is described within this agreement must be approved by the Director of Student Services.

COMPENSATION:

The District shall pay the Company the rate of \$85.00 per hour for Judy Mikami's work plus round-trip mileage at the IRS rate of \$.54 per mile. Travel time for ● not to exceed 3 hours per month; travel time for ● not to exceed 1 hour weekly.

DAYS OFF:

The District will notify the Company of school cancellations or delays by 7:30am (via WMUR-TV). With proper notification, the District will not be charged for services not provided due to a scheduled day off or unscheduled day off (e.g., sick or snow day).

INVOICE AND PAYMENT PROCEDURE:

The Company will submit a regular invoice for services to the District.
Invoice will reflect the same units/hours of service and rates specified in this contract.

CRIMINAL HISTORY RECORDS CHECK:

All individuals performing services under this agreement undergo a current criminal history records check, pursuant to RSA 189:13-a, paid for by the company prior to performing any services under this agreement. The Company agrees to provide the District with the information that the criminal background check has been performed upon request.



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FERPA CONFIDENTIALITY:

The Company and its employees and service providers shall maintain the privacy and confidentiality of student records and shall comply with Family Educational Rights and Privacy Act (FERPA) and all Service Provider's policies, procedures and rules.

NON-ASSIGNMENT PROVISION:

The Company shall not assign this agreement without the prior written consent of the District.

CERTIFICATION:

The Company agrees to comply with all applicable certification/license standards established by federal, state or local agencies or departments during the agreement term. The Company shall immediately notify the District of any change in its or its employees' certification/license status. The Company agrees to provide all documents and information regarding its or its employees' certification or licenses to the District upon request.

RIGHT TO ACCEPT OR REJECT:

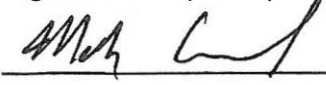
The District reserves the right to accept or reject any and all Service Provider(s) with 30 days' notice without cause or reason. The Company shall not assign alternate Service Provider(s) without prior notification to the District. The District may require the Company to remove any of its employees from providing services under this agreement when the District determines that it is in the best interest of the District. The Company must then remove their service provider.

INSURANCE:

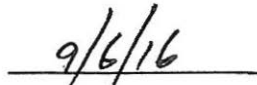
The Company shall maintain, or require independently contracted service providers to maintain, insurance in an amount sufficient to meet its obligation to the District under this agreement, including but not limited to worker's compensation, as required, professional and general liability insurance. Proof of insurance may be submitted to the District if requested. The Company provides a minimum of \$1M per occurrence and \$ 3M as general aggregate.

INDEPENDENT RELATIONSHIP:

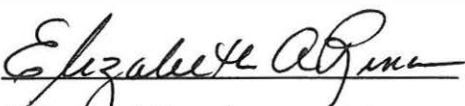
No service providers of the Company shall be considered an employee of the District and the Company shall assume sole responsibility for the payment of wages and/or other compensation and all applicable taxes and insurance. The Company alone shall be responsible for the acts, omissions, conduct and control of any personnel in its employ or under contract with the Company. The Company shall work for the District for said period and shall conform to and carry out all public school laws and all lawful rules and regulation relative to conduct within the schools which may be adopted by the School Board or the State Board of Education. The District will inform the Company of any unique rules and regulations adopted by the District relevant to this work.



Signature of Provider



Date



Authorized Signature



Date



A Project of SERESC

Contract for Services
Timberlane School District
Plaistow, NH

This Contract for Services is between NH CEBIS at SERESC (the "Contractor") and the Timberlane School District (the "District") for services to be provided as follows:

Objective of Services:

1. Consultation with the Timberlane School District to support the EBD Program at Pollard Elementary School with program development.

Description of Services:

To fulfill the objective above, Eric Mann, MSW, will observe the program, interview program staff and stakeholders, review program documents, routines, mission and philosophy. Using information gleaned, will provide program consultation and recommendations that support the development and enhancement of program features.

Services and supports with time allocation:

Up to 5 Days (40 Hours) consisting of observation, interviews, document review, program staff meetings, document preparation, and professional development activities if needed.

Total cost not to exceed: \$6,000.00

Contract Period:

January, 2017 through April 30, 2017

Service Venue:

Services will be provided at Timberlane School District unless otherwise determined.

Compensation and Payment

The District agrees to pay Contractor the sum of \$6000.00 for the above-described services.

The District will make payment to the Contractor at its next regular payment date for completed services upon receipt of an approved invoice with required documentation.

Travel expenses are included in the above proposal for services provided.

Rights:

Subject to the terms of this Agreement, all reports, studies and other work product utilizing or containing information or data from the District shall be the sole and exclusive property of the District. The Contractor agrees to keep confidential all such District information and data.

Termination:

This Agreement may be terminated upon thirty (30) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Upon termination, Contractor will present the District with a final invoice reflecting: a) any unbilled consulting fees due through the most recently completed project phase; and b) related costs incurred since the completion of the most recently completed phase. The District agrees to pay this final invoice within 30 days of receipt.

Termination for Cause:

This agreement may be terminated by the District on seven (7) calendar days' written notice to the Contractor in the event of a failure by the Contractor to adhere to all the terms and conditions of the contract or failure to satisfactorily, in the sole opinion of the District, provide contracted services in a timely and professional manner. The Contractor shall be given an opportunity for consultation with the District prior to the effective date of the termination.

Subcontracting:

No assignment, transfer, delegation or subcontracting will be allowed under this contract for services without the expressed prior written consent of the District.

Independent Contractor Status:

The parties agree that the Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its subcontractors and employees. The only contractual relationship created by this contract is between the District and Contractor, and nothing in this contract shall create any contractual relationship between the District and Contractor's subcontractors or employees. The parties also agree that the Contractor is not a District employee and will receive no benefits as such.

Governing Law:

This Agreement is to be governed and construed under the laws of the State of New Hampshire, and any action to enforce this contract must be brought forward in a State of New Hampshire court of competent jurisdiction.

Entire Agreement:

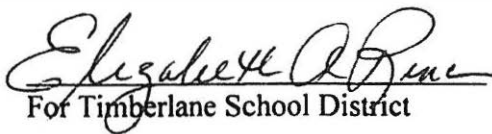
This Contract for Services is the entire agreement between the parties regarding the services, and the agreement may not be modified except by a written agreement signed by both parties.

The foregoing is agreed to by the undersigned authorized representatives of the parties:



For NH CEBIS at SERESC,
Jane Bergeron, Executive Director, SERESC

12/9/16
Date



For Timberlane School District

12/9/16
Date

Please list name and address where invoices should be mailed:

School/District: Timberlane Regional Sch. District SAU 55

Attn: Lucy Williams

Street Address: 30 Greenough Rd

City, State, Zip: Plaistow NH 03865



SERESC

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www.seresc.net
JANE BERGERON-BEAULIEU
Executive Director

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SCHOOL DISTRICT CONTRACT FOR EDUCATION CONSULTANT SERVICES

AGREEMENT entered into this day, **January 31, 2017** by and between **Timberlane School District** ("the District"); and SERESC ("the Company"). This AGREEMENT will commence on February 2017 end on or about June 2017

In consideration of the rights and obligations set forth herein, the parties agree that services will be provided to a student of the District in the following manner and under the following terms and conditions:

SERVICES:

The Company will arrange for the provision of services as described below. Services are provided in accordance with the students' Individual Education Plans or 504 plans, or to non-identified students at the request of the special education staff and with the approval of the Director of Student Services. The person the Company provides to deliver the services described in this agreement shall be referred to herein as the "Service Provider".

ASSIGNMENT:

Mentoring of two ESOL teachers in the Timberlane School District by **Karen Goyette**

Mentoring to be conducted after school hours to include face to face meetings, phone, and online consultation

Documentation of mentoring to be submitted with invoices

Hours will be 2 hours per month per teacher; Up to 4 hours total per month

HOURS AND DURATION:

The Company agrees to arrange for the provision of services, according to the estimates of services mutually agreed upon by the District and Company during the **2016-2017** school year. Services provided beyond that which is described within this agreement must be approved by the Director of Student Services.

COMPENSATION:

As a SERESC Member District, the Company will incorporate a 5% discount into the billing rate. The District shall pay the Company \$76.00 per hour and mileage at \$0.535 per mile for Karen Goyette's work.

DAYS OFF:

The District will notify the Company of school cancellations or delays by 7:30am (via WMUR-TV). With proper notification, the District will not be charged for services not provided due to a scheduled day off or unscheduled day off (e.g., sick or snow day).

INVOICE AND PAYMENT PROCEDURE:

The Company will submit a regular invoice for services to the District. Invoice will reflect the same units/hours of service and rates specified in this contract.

CRIMINAL HISTORY RECORDS CHECK:

All individuals performing services under this agreement undergo a current criminal history records check, pursuant to RSA 189:13-a, paid for by the company prior to performing any services under this agreement.



SERESC

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JANE BERGERON-BEAULIEU
Executive Director

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The Company agrees to provide the District with the information that the criminal background check has been performed upon request.

FERPA CONFIDENTIALITY:

The Company and its employees and service providers shall maintain the privacy and confidentiality of student records and shall comply with Family Educational Rights and Privacy Act (FERPA) and all Service Provider’s policies, procedures and rules.

NON-ASSIGNMENT PROVISION:

The Company shall not assign this agreement without the prior written consent of the District.

CERTIFICATION:

The Company agrees to comply with all applicable certification/license standards established by federal, state or local agencies or departments during the agreement term. The Company shall immediately notify the District of any change in its or its employees’ certification/license status. The Company agrees to provide all documents and information regarding its or its employees’ certification or licenses to the District upon request.

RIGHT TO ACCEPT OR REJECT:

The District reserves the right to accept or reject any and all Service Provider(s) with 30 days’ notice without cause or reason. The Company shall not assign alternate Service Provider(s) without prior notification to the District. The District may require the Company to remove any of its employees from providing services under this agreement when the District determines that it is in the best interest of the District. The Company must then remove their service provider.

INDEPENDENT RELATIONSHIP:

No service providers of the Company shall be considered an employee of the District and the Company shall assume sole responsibility for the payment of wages and/or other compensation and all applicable taxes and insurance. The Company alone shall be responsible for the acts, omissions, conduct and control of any personnel in its employ or under contract with the Company. The Company shall work for the District for said period and shall conform to and carry out all public school laws and all lawful rules and regulation relative to conduct within the schools which may be adopted by the School Board or the State Board of Education. The District will inform the Company of any unique rules and regulations adopted by the District relevant to this work.

Jane Bergeron-Beaulieu

Provider Authorized Signature

1-31-17

Date

Susan L. Haricot

School District Authorized Signature

1/15/17

Date



Southeastern Regional Education Service, Inc.

29 Commerce Drive
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-206-6598
www.seresc.net

RICHARD LASALLE
Executive Director

ESK

CONTRACTED SERVICES AGREEMENT

The Southeastern Regional Education Service Center, Inc., (SERESC), hereinafter referred to as the Contractor, hereby agrees to provide the following services to Timberlane School District hereinafter referred to as the School District or District.

Speech Language Pathology Assistant Services performed by **Kristina Moulis**

- I. The contract period will commence on or about July 5, 2016 and end no later than August 4, 2016.
- II. Compensation for the services will be: **\$56.00 per hour plus one way travel and mileage at \$0.54 per mile, 4 days a week, 3 hours per day.** *(# 74.20) EAR*
- III. The Contractor expects that all invoices will be paid in a timely fashion.

Independent Contractor

No employee or subcontractor of the Contractor shall be considered an employee of the District and the Contractor shall assume sole and exclusive responsibility for the payment of wages and all applicable employment taxes and insurance. Contractor alone shall be responsible for the acts, omissions, conduct and/or control of any and all personnel in its employ.

Confidentiality

Contractor and its employee(s) shall maintain the privacy and confidentiality of student records and shall comply with FERPA and all District policies, procedures and rules.

Ownership

All records, reports, documents and other material delivered or transmitted to the Contractor by the District shall remain the property of the District, and shall be returned by the Contractor to the District at the Contractor's expense, at termination or expiration of this Agreement.

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Contractor under this Agreement shall be the sole and exclusive property of the District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of the District.

The District shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by Contractor under this Agreement.

Mileage - \$18.00/day (33.7 miles)

MEMBER SCHOOL DISTRICTS

Auburn • Bedford • Candia • Hampstead • Hooksett
Londonderry • Merrimack • Pelham • Timberlane • Windham

Certification

The Contractor agrees to comply with all applicable certification/license standards established by federal, state or local agencies or departments during the agreement term. The Contractor shall immediately notify the District of any change in its or its employees' certification/license status. The Contractor agrees to provide all documents and information regarding its or its employees' certification or licenses to the District upon request.

Indemnification

Contractor shall, at its sole expense, defend, indemnify and hold harmless the School District, their Board, the Superintendent of Schools, their respective officers, agents and employees from any and all claims, demands, actions and causes of action, damages, costs, loss of services, defenses and compensation, including but not limited to any and all claims for personal injury, death and property damage which may, in any way arise from or out of the service provided by Contractor pursuant to the terms of this Contract, whether such service be performed by Contractor, or anyone directly or indirectly employed by Contractor or any other person or company retained in any way by it to carry on all or a portion of the services necessary to abide by the terms of this Contract.

Payment Terms

Contractor will submit detailed invoices documenting all services provided to the School District, upon receipt by Contractor from consultant of documentation detailing visit and services provided. All invoicing for services will be provided to the district no later than the last day of the contract period.



Richard LaSalle, Executive Director, SERESC

_____ Date



Authorized Signature, School District

6/6/16
_____ Date



**Southeastern
Regional
Education
Service Center, Inc.**

29 Commerce Drive
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-206-6598
www.seresc.net
RICHARD LASALLE
Executive Director

Mission: Inspiring innovation and excellence in education
and professional practice

CONTRACT FOR SERVICES

AGREEMENT entered into this **June 28, 2016** by and between **Timberlane School District** ("the District"); and **SERESC** ("the Company"). This **AGREEMENT** will begin on or about **July 13, 2016** end on or about **July 14, 2016**.

In consideration of the rights and obligations set forth herein, the parties agree that services will be provided to a student of the District in the following manner and under the following terms and conditions:

SERVICES:

RBT supervision for para professionals.

Assignment

Kathy McBride is to provide RBT supervision to par professionals over a two day period. Total hours are not to exceed 10 hours.

HOURS AND DURATION:

The Company agrees to arrange for the provision of services, according to the estimates of services mutually agreed upon by the District and Company during the 2015-2016 school year. Services provided beyond that which is described within this agreement must be approved by the Director of Student Services.

COMPENSATION:

The District shall pay the Company **\$86.00 per hour plus one way travel time not to exceed 10 hours plus \$0.54 per mile travel.**

DAYS OFF:

The District will notify the Company of school cancellations or delays by 7:30am (via WMUR-TV). With proper notification, the District will not be charged for services not provided due to a scheduled day off or unscheduled day off (e.g., sick or snow day).

INVOICE AND PAYMENT PROCEDURE:

The Company will submit a regular invoice for services to the District.
Invoice will reflect the same units/hours of service and rates specified in this contract.

CRIMINAL HISTORY RECORDS CHECK:

All individuals performing services under this agreement undergo a current criminal history records check, pursuant to RSA 189:13-a, paid for by the company prior to performing any services under this agreement. The Company agrees to provide the District with the information that the criminal background check has been performed upon request.



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FERPA CONFIDENTIALITY:

The Company and its employees and service providers shall maintain the privacy and confidentiality of student records and shall comply with Family Educational Rights and Privacy Act (FERPA) and all Service Provider's policies, procedures and rules.

NON-ASSIGNMENT PROVISION:

The Company shall not assign this agreement without the prior written consent of the District.

CERTIFICATION:

The Company agrees to comply with all applicable certification/license standards established by federal, state or local agencies or departments during the agreement term. The Company shall immediately notify the District of any change in its or its employees' certification/license status. The Company agrees to provide all documents and information regarding its or its employees' certification or licenses to the District upon request.

RIGHT TO ACCEPT OR REJECT:

The District reserves the right to accept or reject any and all Service Provider(s) with 30 days' notice without cause or reason. The Company shall not assign alternate Service Provider(s) without prior notification to the District. The District may require the Company to remove any of its employees from providing services under this agreement when the District determines that it is in the best interest of the District. The Company must then remove their service provider.

INSURANCE:

The Company shall maintain, or require independently contracted service providers to maintain, insurance in an amount sufficient to meet its obligation to the District under this agreement, including but not limited to worker's compensation, as required, professional and general liability insurance. Proof of insurance may be submitted to the District if requested. The Company provides a minimum of \$1M per occurrence and \$ 3M as general aggregate.

INDEPENDENT RELATIONSHIP:

No service providers of the Company shall be considered an employee of the District and the Company shall assume sole responsibility for the payment of wages and/or other compensation and all applicable taxes and insurance. The Company alone shall be responsible for the acts, omissions, conduct and control of any personnel in its employ or under contract with the Company. The Company shall work for the District for said period and shall conform to and carry out all public school laws and all lawful rules and regulation relative to conduct within the schools which may be adopted by the School Board or the State Board of Education. The District will inform the Company of any unique rules and regulations adopted by the District relevant to this work.



SERESC

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Executive Director

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Signature of Provider

6/28/2016

Date

Authorized Signature

6/29/16

Date



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Education
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SCHOOL DISTRICT CONTRACT FOR SERVICES

AGREEMENT entered into this **September 1, 2016** by and between **Timberlane School District** ("the District"); and **SERESC** ("the Company). This **AGREEMENT** will end on or about **June 30, 2017**.

In consideration of the rights and obligations set forth herein, the parties agree that services will be provided to a student of the District in the following manner and under the following terms and conditions:

SERVICES:

The Company will arrange for the provision of services as described below. Services are provided in accordance with the students' Individual Education Plans with the approval of the Director of Special Education. The person the Company provides to deliver the services described in this agreement shall be referred to herein as the "Service Provider".

Assignment

BCBA Services by **Cynthia Kenney**, BCBA for Sandown North and Sandown Central Schools

HOURS AND DURATION:

The Company agrees to arrange for the provision of services, according to the estimates of services mutually agreed upon by the District and Company during the 2016-2017 school year. Services provided beyond that which is described within this agreement must be approved by the Director of Special Education.

COMPENSATION:

As a SERESC Member District, the Company will incorporate a 5% discount into the billing rate. The District shall pay the Company \$81.70 per hour (inclusive of the member discount) for up to 18 hours per week, plus one way travel time and mileage at \$0.54 per mile for Cynthia Kenney's work, with additional hours as mutually agreed upon by the Director of Special Education and the Consultant.

DAYS OFF:

The District will notify the Company of school cancellations or delays by 7:30am (via WMUR-TV). With proper notification, the District will not be charged for services not provided due to a scheduled day off or unscheduled day off (e.g., sick or snow day).

INVOICE AND PAYMENT PROCEDURE:

The Company will submit a regular invoice for services to the District.
Invoice will reflect the same units/hours of service and rates specified in this contract.

CRIMINAL HISTORY RECORDS CHECK:

All individuals performing services under this agreement undergo a current criminal history records check, pursuant to RSA 189:13-a, paid for by the company prior to performing any services under this agreement. The Company agrees to provide the District with the information that the criminal background check has been performed upon request.



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FERPA CONFIDENTIALITY:

The Company and its employees and service providers shall maintain the privacy and confidentiality of student records and shall comply with Family Educational Rights and Privacy Act (FERPA) and all Service Provider's policies, procedures and rules.

NON-ASSIGNMENT PROVISION:

The Company shall not assign this agreement without the prior written consent of the District.

CERTIFICATION:

The Company agrees to comply with all applicable certification/license standards established by federal, state or local agencies or departments during the agreement term, and not provide a consultant who is on the Federal debarred list. The Company shall immediately notify the District of any change in its or its employees' certification/license status. The Company agrees to provide all documents and information regarding its or its employees' certification or licenses to the District upon request.

RIGHT TO ACCEPT OR REJECT:

The District reserves the right to accept or reject any and all Service Provider(s) with 30 days' notice without cause or reason. The Company shall not assign alternate Service Provider(s) without prior notification to the District. The District may require the Company to remove any of its employees from providing services under this agreement when the District determines that it is in the best interest of the District. The Company must then remove their service provider.

INSURANCE:

The Company shall maintain, or require independently contracted service providers to maintain, insurance in an amount sufficient to meet its obligation to the District under this agreement, including but not limited to worker's compensation, as required, professional and general liability insurance. Proof of insurance may be submitted to the District if requested. The Company provides a minimum of \$1M per occurrence and \$ 3M as general aggregate.

INDEPENDENT RELATIONSHIP:

No service providers of the Company shall be considered an employee of the District and the Company shall assume sole responsibility for the payment of wages and/or other compensation and all applicable taxes and insurance. The Company alone shall be responsible for the acts, omissions, conduct and control of any personnel in its employ or under contract with the Company. The Company shall work for the District for said period and shall conform to and carry out all public school laws and all lawful rules and regulation relative to conduct within the schools which may be adopted by the School Board or the State Board of Education. The District will inform the Company of any unique rules and regulations adopted by the District relevant to this work.



SERESC

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Mark Conrad
Executive Director

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and professional practice

Signature of Provider

Date

Authorized Signature

Date



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SCHOOL DISTRICT CONTRACT FOR SERVICES

AGREEMENT entered into this **September 15, 2016** by and between **Timberlane School District** ("the District"); and **SERESC** ("the Company). This **AGREEMENT** will end on or about **June 30, 2017**.

In consideration of the rights and obligations set forth herein, the parties agree that services will be provided to a student of the District in the following manner and under the following terms and conditions:

SERVICES:

The Company will arrange for the provision of services as described below. Services are provided in accordance with the students' Individual Education Plans with the approval of the Director of Special Education. The person the Company provides to deliver the services described in this agreement shall be referred to herein as the "Service Provider".

Assignment

Psychology services by **Victoria Kennedy, Ph.D., LSSP** for Sandown North and Sandown Central Schools, to include educational evaluations, consultation and participation in team meetings, and other work as may be mutually agreed upon between the LEA and the Consultant.

HOURS AND DURATION:

The Company agrees to arrange for the provision of services, according to the estimates of services mutually agreed upon by the District and Company during the 2016-2017 school year. Services provided beyond that which is described within this agreement must be approved by the Director of Special Education.

COMPENSATION:

As a SERESC Member District, the Company will incorporate a 5% discount into the billing rate. The District shall pay the Company **\$87.40 per hour (inclusive of the member discount) for up to 12 hours per week, plus one way travel time and mileage at \$0.54 per mile for the Consultant's work, with additional hours as mutually agreed upon by the Director of Special Education and the Consultant.**

DAYS OFF:

The District will notify the Company of school cancellations or delays by 7:30am (via WMUR-TV). With proper notification, the District will not be charged for services not provided due to a scheduled day off or unscheduled day off (e.g., sick or snow day).

INVOICE AND PAYMENT PROCEDURE:

The Company will submit a regular invoice for services to the District.
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SERESC

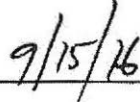
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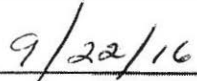
Signature of Provider



Date



Authorized Signature



Date



Southeastern Regional Education Service, Inc.

29 Commerce Drive
Bedford, NH 03110
Phone: 603-206-6800
Fax: 603-434-3891
www.seresc.net

RICHARD LASALLE
Executive Director

Timberlane School District

SAU #55

**Technical Assistance, Consultation and Support:
Foreign Language in Elementary School (FLES)**

Proposal

February 27, 2014

Submitted by:



**Southeastern Regional Education Service Center
29 Commerce Drive
Bedford, NH 03110
(603) 206-6800**

Richard La Salle, Executive Director

MEMBER SCHOOL DISTRICTS

**Auburn • Bedford • Candia • Hampstead • Hooksett •
Londonderry • Merrimack • Pelham • Timberlane • Windham**

SAU 55
Timberlane Regional School District
Technical Assistance, Consultation and Support: Kindergarten FLES Program
Development, Implementation and Support
Southeastern Regional Education Service Center (SERESC)
Proposal

I. PROPOSAL ABSTRACT AND DESCRIPTION OF BIDDER'S ORGANIZATIONAL CAPABILITIES TO DELIVER THE SERVICES:

Measurements are not to provide numbers but insight.

-Ingrid Bucher

Achieving success for all students requires a consistent, systemic approach with an understanding that system's improvement is incremental over time. For more than 35 years, the Southeastern Regional Education Service Center (SERESC) has been focused upon improving learning results for all children by offering resources, strategies, professional development, research, and education consultants who have the expertise in implementing practical systems of support for school improvement and program development. Through its work statewide, SERESC has become recognized as experts in the field of K to 12 education and has worked with numerous schools and school districts to assist them in not only assessing the effectiveness of education programming, but also to provide the necessary recommendations to create high quality, efficient and effective, research based education programming.

This proposal for implementation of Kindergarten based FLES Programming is submitted by the Southeastern Regional Education Service Center (SERESC) and seeks to establish a collaborative partnership between SERESC and the Timberlane Regional School District. The scope of work begins at the planning stage and continues through development, implementation and assessment thereby assuring efficiency, effectiveness and enduring quality for this important new curriculum offering. SERESC currently has an established and successful statewide presence in the field of K to 12 education and proven ability to support the New Hampshire Department of Education as well as NH schools and school districts. SERESC consultants have demonstrated proficiencies in and knowledge of the expanse of best practice in curriculum, instruction and assessment, indicators of quality education programming and measures of accountability and cost effectiveness. In addition, SERESC has extensive experience in the

review and interpretation of district and state assessment data (formative and summative), established protocols for the collection and summary of perceptual data through conducting structured interviews, focus groups and surveys and has had significant experience in conducting independent assessments of both general and special education programs throughout New Hampshire. As a nonprofit education consortium, SERESC has a solid and long standing history of working in collaboration with school districts in a variety of key areas including but not limited to special education, curriculum development and integration, instructional proficiency, early childhood education, technology, leadership development and professional development. SERESC is proud to be known for promoting collaboration, the growth and development of educators, providing quality services to school systems and for encouraging innovative and collaborative practices that inspire the real work of school reform in New Hampshire.

II. DESCRIPTION OF SCOPE OF WORK AND PROJECT PHASING:

This proposal details SERESC's intent to work with the Timberlane Regional School District in planning, developing, implementing and evaluating a new Kindergarten FLES program. As outlined in the proposal that follows, SERESC will accomplish this through collaborative technical assistance, consultation and support:

- **Planning Phase**
 - Assist in all aspects of planning a Kindergarten FLES program.
 - Recommend steps required to successfully administer a Kindergarten FLES program.
- **Development Phase**
 - Create, implement and evaluate a curriculum guide that allows students to develop basic communicative skills in Spanish while reinforcing and enriching content in other disciplines.
 - Advise about specific FLES scheduling and instruction needs.
- **Implementation Phase**
 - Participate in the process of recruiting, hiring and training qualified teachers.
 - Facilitate and support staff during implementation of the new curriculum.
 - Work with staff during implementation, giving guidance on the FLES curricular approach and specific curricular materials.
 - Train hired teachers to effectively use FLES curriculum guides, units and curricular materials.

- Assist in the research and acquisition of materials for the four elementary schools.
- **Post-Implementation**
 - Evaluate effectiveness of curriculum guides and hired teachers as needed.
 - Provide support to staff and administration as needed after implementation to ensure successful implementation.
 - Help plan for expansion to grades 1-5 and “next-steps”.

Through this proposal, SERESC plans to work in collaboration with the Timberlane Regional District to achieve the following goals:

- To plan, develop and implement a quality Kindergarten FLES program.
- To evaluate the effectiveness of the FLES program post-implementation.
- To assist in the continued development at the Kindergarten level and assist in the planning for program expansion into grades 1 through 5.

III. PROJECT MANAGEMENT/VENDOR QUALIFICATIONS

SERESC is uniquely positioned to present this proposal due to the extensive experience of the organization in the development and implementation of quality educational programming. SERESC brings not only a strong skill set, but also a national and statewide perspective that is directly related to the priority areas and goals set forth in the proposal.

As part of the coordination and oversight of this project, SERESC proposes to work in partnership with the Timberlane Regional School District in the management and implementation of all proposed activities. It will be the responsibility of SERESC to manage all aspects of the proposal including but not limited to:

- Accountability and monitoring of all aspects of the work
- Development and implementation of all necessary protocols
- Facilitation of communication between all stakeholders
- Collecting, reviewing, maintaining and summarizing of data
- Oversight and monitoring of all reporting requirements outlined in the proposal
- Resolution of all matters of concern to either party
- Billing and financial requirements

The project will be managed by a lead experienced education consultant at SERESC who has in-depth knowledge and experience with FLES programming, utilization and analysis of data,

knowledge and background in curriculum/instruction/assessment, experience with development of high quality professional development, as well as extensive experience in the area of Foreign Language instruction. The role of the lead consultant will be to oversee all proposal activities and ensure that SERESC is responsive to the priorities of Timberlane Regional School District. The lead consultant will serve as the primary contact to the school district, as well as be responsible for ensuring that all required data is collected and final report submitted. The lead consultant will maintain regular communication with the school district, oversee the work in partnership with the school district, and ensure that all requirements of the proposal are met.

In order to accomplish the work outlined in the proposal, SERESC will provide the district with a lead education consultant who will be responsible for oversight and completion of all project activities. The lead consultant presented in this proposal has the expertise and experience in assisting schools in achieving strategic and manageable goals for improving and augmenting education programs. The lead consultant working on the project will be supported at SERESC by the Executive Director, who has a clear understanding of federal and state accountability and education requirements and experience in the area of Foreign Languages. Additionally, SERESC has an additional Foreign Language consultant available if the need arises. These supports are provided by SERESC at no cost to the Timberlane School District. The collective knowledge of the education consultants at SERESC have already provided technical assistance to many New Hampshire schools; their knowledge and expertise has become crucial in supporting schools and districts.

Project Personnel

Lead Consultant: (Resume and FLES Services Brochure included in appendix)

Elizabeth Metzler

Consultation Support:

Richard La Salle

Executive Director

TIMELINE

The following is a listing of major steps that will be completed for the project and an estimated date of completion. The following is a “sample” timeline that would proceed from the notification of approval by the Timberlane Regional School District:

Process Steps	Date of Completion
Receive authorization to proceed	4th Week March
Meet with Central Office Staff Leaders	1 st Week April
Discussing and developing concept and plan	April 2014
Curriculum development, alignment and writing	May – July 2014
Hiring and training of teachers	July – August 2014
Mentoring, monitoring and evaluating the FLES program	August – April 2015
Potential development of Grade 1-5 program	April 2015 - future

*The Lead Consultant will meet with the Timberlane Regional School District Administration and School Board upon reasonable requests to provide study progress and provide feedback.

IV. COMPLETION OF STUDY

The study, as defined above, will commence upon notification of acceptance of the proposal. Notification, however, must be received no later than April 1, 2014 in order to keep the proposed draft work schedule.

VII. BUDGET DETAIL

The scheduling and scope of the work will be mutually agreed upon by the Lead Consultant and the Timberlane Regional School District. The terms are defined as follows:

Lead consultant at:	\$480/day, all inclusive
	- 5% SERESC Member Discount
	TOTAL: Not to exceed \$50,000

Should the consultants or the school district determine that additional hours beyond those quoted above are necessary to complete the project, the district and the consultants will agree to an addendum whereby additional hours will be agreed upon at the above stated rate. This agreement can be terminated at any time with the mutual agreement of both parties.

VIII. CONCLUDING STATEMENTS

The parameters of the study will require working with the Timberlane Regional School District administration for completion of all consultation activities and is brought forth to support the Timberlane School District.

APPENDIX:

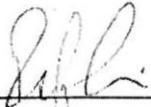
Resume: Elizabeth Metzler
FLES Brochure

Proposal submitted to the Timberlane Regional School District on February 27, 2014 by:

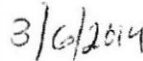


Richard La Salle, Executive Director
SERESC

Proposal accepted by:



Robert Collins, Chairman
Timberlane Regional School Board



Date



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RICHARD LASALLE
Executive Director

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Amendment to Technical Assistance Contract of February 27, 2014

1. This amends the Technical Assistance contract between Timberlane School District and Southeastern Regional Educational Service Center, Inc. (SERESC) dated the 27th day of February 2014.
2. This amendment amends Section III Project Management/Vendor Qualifications, subsection Timeline. The timeline is now extended for 5 (five) years through June 30, 2018. *30 RL*
3. All other terms, conditions and responsibilities remain the same.

Timberlane School District

Date: 10/21/14

By: Nancy L. Stearns

Title: Madam Chair, TRSB

Date: 10/3/2014

Richard Lasalle
RICHARD LASALLE
EXECUTIVE DIRECTOR

MEMBER SCHOOL DISTRICTS

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Leandroerry • Merrimack • Pelham • Timberlane • Windham



School Law Advisory

April 26, 2017

Bill Addresses Results of Postponed School District Elections and Annual Meetings

Provided by members
of Drummond
Woodsum's School
Law Group

On Friday, April 21, 2017, Governor Sununu signed HB 329. The bill applies to all school districts that postponed their elections or annual meetings due to the severe snow storm on March 14. The bill is effective immediately. HB 329 is organized in two parts.



James A.
O'Shaughnessy

First, upon passage, the bill ratified the elections of all individuals who were elected to any position in a school district. No additional action is necessary with respect to elected officials and, to the extent it was necessary, the bill confirms that those elected officials now hold legal title and right to their office.



Matthew H. Upton

Second, the governing body (e.g., school board) may hold a "properly noticed" public hearing to legalize, ratify, and confirm all "actions, votes, and proceedings" held at any school district election or annual meeting postponed on March 14.



Meghan S. Glynn

The notice of the public hearing must be published "in a newspaper of general circulation in the town or district" and posted on the school district's website at least 72 hours in advance of the public hearing. Because it is a public hearing, the school board must allow testimony from the public on all sides of the proposed vote to ratify before the school board closes the hearing and votes.

Following the public hearing, the school board may vote to "legalize, ratify, and confirm" the actions taken at the election or meeting postponed on March 14 due to severe weather. Passage requires a simple majority vote of the school board. The bill specifically states that the school board's decision must be in writing and must be "posted in the same manner" as the results of the postponed election or meeting."

The bill does not require the school board to hold a public hearing or to take a ratification vote, and the decision is up to the school board. The general consensus is that school districts that approved a bond at a postponed ballot session, or approved a collective bargaining agreement, a lease-purchase agreement, or any other action subject to challenge will want to carefully consider ratification. The school board should discuss and vote on whether to hold a public hearing at a meeting (or at a special meeting) so as to ensure certainty with respect to the next fiscal year.

If the school board votes to pursue ratification, the public hearing can be scheduled on the same night as a regularly scheduled meeting or on a different night. The provisions of RSA 91-A apply to all aspects of the public hearing and subsequent vote.

Please reach out to us if you have any questions or concerns.

If you have any questions about any of the topics discussed in this advisory, please contact Drummond Woodsum.

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This advisory is published by Drummond Woodsum as a news reporting service to clients and friends. This advisory should not be construed as legal advice. Should further analysis or explanation of the subject matter be required, you should consult with counsel to determine applicable legal requirements in a specific fact situation.

A complete list of Drummond Woodsum advisors can be found at dwmlaw.com.

800.727.1941 | dwmlaw.com

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CHAPTER 20
HB 329 - FINAL VERSION

04/06/2017 1322s
04/06/2017 1332s
20Apr2017... 1486-CofC

2017 SESSION

17-0578
01/06

HOUSE BILL **329**

AN ACT establishing a committee to study balance billing and authorizing municipal ratification of certain meetings and elections.

SPONSORS: Rep. Luneau, Merr. 10; Rep. Myler, Merr. 10; Rep. Wallner, Merr. 10; Rep. Butler, Carr. 7; Rep. Williams, Hills. 4; Rep. Cahill, Rock. 17; Rep. Knirk, Carr. 3; Sen. Feltes, Dist 15

COMMITTEE: Commerce and Consumer Affairs

AMENDED ANALYSIS

This bill establishes a committee to study balance billing by health care providers.

This bill also provides for municipal ratification of postponed meetings and elections scheduled to occur March 14, 2017.

Explanation: Matter added to current law appears in ***bold italics***.
 Matter removed from current law appears [~~in brackets and struckthrough.~~]
 Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

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04/06/2017 1322s
04/06/2017 1332s
20Apr2017... 1486-CofC

17-0578
01/06

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Seventeen

AN ACT establishing a committee to study balance billing and authorizing municipal ratification of certain meetings and elections.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 20:1 Committee Established. There is established a committee to study balance billing by
2 health care providers.

3 20:2 Membership and Compensation.

4 I. The members of the committee shall be as follows:

5 (a) Four members of the house of representatives, appointed by the speaker of the house
6 of representatives.

7 (b) One member of the senate, appointed by the president of the senate.

8 II. Members of the committee shall receive mileage at the legislative rate when attending to
9 the duties of the committee.

10 20:3 Duties. The committee shall study the practice of balance billing by health care providers
11 for services received by an insured person at an in-network health care facility.

12 20:4 Chairperson; Quorum. The members of the study committee shall elect a chairperson from
13 among the members. The first meeting of the committee shall be called by the first-named house
14 member. The first meeting of the committee shall be held within 45 days of the effective date of this
15 section. Three members of the committee shall constitute a quorum.

16 20:5 Report. The committee shall report its findings and any recommendations for proposed
17 legislation to the speaker of the house of representatives, the president of the senate, the house
18 clerk, the senate clerk, the governor, and the state library on or before November 1, 2017.

19 20:6 Authorization for Municipal Ratification of Meetings and Elections.

20 I. Due to the concern about an impending snowstorm, some New Hampshire towns and
21 school districts rescheduled their 2017 elections from Tuesday, March 14, 2017 to various later
22 dates. The towns and school districts assert that this unprecedented action was based on advice of
23 lawyers for the New Hampshire Municipal Association and other counsel. This advice was given
24 despite the absence of any mechanism to accommodate such a rescheduling with regard to other
25 provisions of New Hampshire election law. This advice was also directly contrary to both the
26 political calendar and the election procedure manual, which are required to be prepared
27 cooperatively by the secretary of state and the attorney general and distributed to local election
28 officials. Those who advised local officials that they had the authority to reschedule elections have
29 placed some municipalities in an untenable position. Of particular concern to the general court was

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1 the lack of notification for rescheduled elections and the irregular process of absentee voting and
2 recounts. These municipalities must now choose to accept the ramifications of the decision to
3 reschedule their elections or to seek ratification of that decision. Either option will likely result in
4 the disenfranchisement of voters. Since local voters were the ones most directly affected by the
5 unprecedented act of moving election day this act gives those voters a voice in the solution. This act
6 seeks to implement ratification as the least detrimental of 2 unfortunate options, but not to
7 establish precedent or to authorize these actions in future elections. This act is not intended to
8 absolve any legal counsel of liability for the advice given.

9 II. This act applies to all towns, village districts, and school districts that postponed their
10 meetings or elections that were scheduled to occur March 14, 2017, regardless of whether they have
11 adopted RSA 40:13.

12 III. All elections of individuals to serve as members of a governing body of a political
13 subdivision, school board, or any other elected position are hereby legalized, ratified, and confirmed.

14 IV. All actions, votes, and proceedings, held at any town election, town meeting, school
15 district election, school district meeting, village district election, or village district meeting, that was
16 scheduled to take place March 14, 2017, but was postponed due to weather and was held at a later
17 date, may be legalized, ratified, and confirmed by the governing body of the political subdivision
18 following a properly noticed public hearing. For the purpose of this paragraph "properly noticed"
19 shall mean 72 hours advance notice of the hearing printed in a newspaper of general circulation in
20 the town or district and on the public body's Internet website, if one exists.

21 V. The decision of the governing body to legalize, ratify, and confirm the prior actions shall
22 be in writing and shall be posted in the same manner as the results of the election, town meeting,
23 school district election, school district meeting, village district election, or village district meeting,
24 as the case may be.

25 20:7 Effective Date. This act shall take effect upon its passage.

Approved April 21, 2017
Effective Date: April 21, 2017

SCHOOL/DEPARTMENT REPORT TO THE TRSB – May 4, 2017

Atkinson Academy

- The students and staff all had a great vacation week and came back rejuvenated.
- Fourth grade students are preparing for NECAP Science tests by practicing collecting data and answering questions using the data.
- Physical education classes are now able to go outside, which is awesome since we have had a long winter.
- We are preparing for Cleaner Greener Timberlane on Saturday. Hoping to see many volunteers.

Danville Elementary

- Animal Encounters came to Danville School to teach students in Kindergarten and first grade about animals. The presenter brought live animals to school to talk about the animal needs and how they interact with their environment. This virtual field trip fits in with Science curriculum topics of Needs and Structures of Plants and Animals. The animals that visited Danville were: a Goat, Fennec Fox, Cane Toad, Python, Black & White Argentinian Tegu, Jungle Carpet Python, and an Alligator. The students were beyond excited to have live animals in school.
- Student art work adorns the hallways as we welcomed families to school for our annual art show. The Kindergarteners and First Graders listened to the story, "The Grouchy Ladybug" by Eric Carle. They used rulers to create straight lines and made a collage scene with ladybugs while practicing their tracing, cutting and gluing skills.
- The Second Graders created spring windows with shutters and flower boxes. They measured, cut and glued to help it all come together. They added flowers using oil pastels.
- The Third Graders are learning about the Egyptian culture and created artwork illustrating King Tutankhamen and Hieroglyphic writing.
- The Fourth Graders are learning about one, two and three point perspective. They used their skills to create city scenes using perspective techniques involving the horizon line and vanishing point.
- In addition to the tape people, Fifth Graders worked on Printmaking carving their own printmaking block and printing it several times.

Pollard School

- Arbor Day: Students from Pollard with honored at the Plaistow Selectman's meeting Monday, 5/1 for winning their grade levels for the Arbor Day poster & poetry contest. Pictured are some of the winners present along with their art teacher, Becky Lightizer

Grade 1	Travis Lavoie, Cayden Shepardson, Adelynn Sierpien
Grade 2	Jenna Campbell, Bella Chen, Bella Segura
Grade 3	Ava Ward, Alivia Cunningham, Allison Harb
Grade 4	Ava Llorens, Ava Cudmore, Michael Savage
Grade 5	Emma Sharpe, Bella Hughes, Emme Shaw

- Art Book: Pollard Elementary School just received Celebrating Art's fall 2016 book. We are thrilled that 26 of our students were selected to have artwork published! This book is a



regional book for the eastern United States. On average, only 25% of artwork entered is chosen for publication.

- Kindergarten Screening: This week Pollard is having our Kindergarten screening for all incoming Kindergarteners for the 2017-18 school year.
- STEAM Night: On Thursday evening, 5/4, from 5-7PM Pollard School will be having "May the 4th Be With You" family museum and STEAM night. Students and their families will explore and celebrate the highlights of each grade-level's curriculum, and participate in engaging STEAM activities! There will be a STEAM career exhibit in the cafeteria from 5:00-6:00. Families will have the opportunity to learn about jobs that highlight science, technology, engineering, arts and math! And for some added fun, parents and children are invited to wear their finest Star Wars attire or costumes.

Sandown Central (The Timberlane Learning Center)

- In Preschool, What a fun year we are having! We have learned more partner sounds, along with the rest of our consonants and superstar letters. We now have learned all of our sounds and how to write our capital letters! We have had a great time and even learned to sound out and write some words!
- In Kindergarten, we are learning about digraphs, continuing to use our interactive whiteboard to make Foundations more exciting and engaging! We just received another iPad with Osmo that includes coding. We introduced it to students yesterday and they are loving all of this new technology in the classroom. It amazes us how quickly they pick up the educational games. We are practicing, learning songs and poems for our upcoming performance at the PAC. Students are really excited to share this with their parents! We continue to focus on guided reading, Foundations, Math, as well as incorporating science and social studies throughout our day!

Sandown North

- Katie Bruce, our Enrichment teacher, planned a fabulous enrichment day, which we enjoyed on April 21st. In addition to all the activities offered by each staff member, the SEEmobile from the SEE Science Center held an assembly for each grade level and the Children's Museum of NH ran workshops. Some distance learning programs were also scheduled for that day. The animals at the end of the day stole the show. Who can resist a wallaby, a hedgehog, a constrictor, or an alligator??
- Staff and students continue to practice the various safety drills. Our students are responding quickly and with ease, indicating that in the event of a true emergency, they will be prepared and respond in way that will keep them as safe as possible.
- Last night, a First Grade Parent Information night was held. It was well attended and really a fun night. Staff prepared a presentation showing A Day in the Life of a First Grader. Helpful tips for parents were a key part of the presentation as was viewing the actual room. Parents are excited about the next part of their student's journey.

Middle School

- State testing concludes today for grade 7 and 8 Math.
- Staff Appreciation is scheduled for next week. Our PTSA, Student Senate and building administration sponsor this week of celebration.
- Orchestra Concert is scheduled for May 9th.

- Band Concert is scheduled for May 17th.
- The TRMS Book Faire is May 15th through May 19th in the library.
- Our French trip to Montreal is on May 19th through the 20th.

High School

- May 1-12 - AP Testing
- May 4 - Health Trust Biometric screening will take place at the High School 2:30 – 6:00pm café staff can sign up by logging on to the HealthTrust website.
- May 5 - Progress reports close
- May 6 - TRSD Cleaner Greener TRHS and TRMS campus 8:00am -11:00am the athletic teams, staff and community members will be cleaning the all the Elementary, HS and Middle school campus.
- May 6 - TRHS Alumni monthly meeting they will be meeting at the HS 9:30am -11:30 am room 400. They have raised enough money to give 4 graduating seniors a scholarship from each of the 4 towns.
- May 8 - PTSA and HS Admin will be celebrating Teacher Appreciation week with a breakfast, cookies, treats and ice cream social.
- May 9 - Math Honor Society Inductions 5:00 pm HS Café
- May 10 – TRSD CPR/First Aid 3:00pm HS Library
- May 10 - College Cost & Funding for parents of grades 9-10 students 6;30 pm PAC
- May 11 - Art Honor Society Inductions 5:30 pm HS Café
- May 16-17 - Jr Science NECAP Testing 7:20-am-11:00am HS Café
- May 16 - History Book Club & English Honor Society Performance 2:45 pm -3:45 pm PAC
- May 16 - English Honor Society Inductions 5:00 pm HS Library
- May 18 - NH Scholars Day 9:00 am Northeast Delta Dental Stadium Manchester NH
- May 18 - Comedy Club 7:00 pm HS Cafe
- May 19 - Senior Prom 6:00 pm Atkinson Resort & Country Club

Athletics

- The Spring sports teams are competing very well. The Spring Senior Athlete photos were recently taken and the pictures will be put up outside the Athletic Office next to our Fall and Winter Athletic Senior Photos.

Performing Arts

- Timberlane Regional High School's musical production of West Side Story opens this Thursday at the Timberlane Performing Arts Center. Join us for one of the four performances which will take place on May 4th, 5th & 6th. The evening shows are at 7:00pm and the Saturday matinee is at 1:00pm. Come on out and support our students who have worked so hard, they love to see you in the audience. Tickets for West Side Story are on sale now -- \$10 Adults/\$5 Students & Seniors – and can be purchased through the PAC Box Office by calling 603-257-5257 or online at www.mktix.com/trpac.

- May is concert season at the PAC. Join us for one of the several student concerts scheduled throughout the month. All student concerts are free and are open to the public.

Tue-May 9	(ELEM/MS) Grades 4-8 Orchestra Concert	7:00pm
Tue-May 16	(HS) Jazz Concert	7:00pm
Wed-May 17	(MS) Band Concert	7:00pm
Tue-May 23	(HS/MS) Grades 6-12 Guitar & Rock Concert	6:00pm
Tue-May 23	(HS) Chorus Concert	7:45pm
Wed-May 24	(HS) Band Concert	6:00pm
Wed-May 24	(HS) Orchestra Concert	7:30pm
Thu-May 25	(MS) Chorus Concert	7:00pm
Tue-May 30	(HS) Chamber Concert	8:00pm

Due to a scheduling conflict our High School Band, Chorus, Orchestra and Guitar Concerts, as well as our High School Awards Night, needed to be rescheduled.

PLEASE TAKE NOTE OF THE FOLLOWING DATE CHANGES



Tuesday-May 23rd
6-12 Guitar Concert at 6:00pm
HS Chorus Concert at 7:45pm

Wednesday-May 24th
HS Band Concert at 6:00pm
HS Orchestra Concert at 7:30pm

Sunday-June 4th
HS Music Awards Night at 5:00pm

TIMBERLANE PERFORMING ARTS CENTER—PLAISTOW, NEW HAMPSHIRE