

# TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

THURSDAY, MAY 7, 2015

Regular Meeting - 7:30 PM

Superintendent's Office  
30 Greenough Road, Plaistow, NH

*Dr. Earl Metzler, II, Superintendent*

*Dr. Roxanne Wilson, Asst. Superintendent*

*Nancy Steenson, Chair*

*Peter Bealo, Vice Chair*

## AGENDA

1. **7:30 PM** Call to Order – Chair (15 minutes)
2. Roll Call – Clerk
3. Pledge of Allegiance
4. Approval of Minutes
  - a. April 16, 2015 public and nonpublic sessions & February 26<sup>th</sup> public hearing.
5. Delegations or Individuals
6. Current Business
  - a. **7:45PM** Model UN Recognition – INFORMATIONAL (5 minutes)
  - b. **7:50PM** Eagle Scout Project Modification – ACTION (5 minutes)
  - c. **7:55PM** Public Hearing on Donation – ACTION (5 minutes)
  - d. **8:00PM** Social Studies Curriculum – ACTION (15 minutes) – 1<sup>st</sup> Read
  - e. **8:15PM** Annual Food Service Contract Review & Pricing – ACTION (10 minutes)
  - f. **8:25PM** Athletic Trainer Contract Review – ACTION (5 minutes)
  - g. **8:30PM** Sandown North Sprinkler System – ACTION (10 minutes)
  - h. **8:40PM** Policies – ACTION (5 minutes) – 2<sup>nd</sup> Read
  - i. **8:50PM** School Board Training – INFORMATIONAL (5 minutes)
  - j. **8:55PM** School Board Goals – INFORMATIONAL (5 minutes)
7. **9:00PM** Administrator's Report
  - a. Update on School Activities – INFORMATIONAL
8. Personnel Report
9. **9:10PM** Committee Reports
10. **9:15PM** Reports of the School Board
11. Correspondence Folder
12. Vendor and Payroll Registers
13. **9:20PM** Other Business
14. Non-public (if needed)
15. Future Dates

DATE	MEETING TYPE	LOCATION	TIME
May 21	Regular Meeting	SAU	7:30 PM
June 3	Annual Retirement Celebration	ACC	6:00 PM
June 4	Regular Meeting	SAU	7:30 PM
June 18	Regular 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.*

# REGULAR MEETING AGENDA – MAY 7, 2015

## **1-3. OPEN MEETING**

*Self-explanatory.*

## **4. APPROVAL OF MINUTES**

*Recommendation to accept three sets of minutes: 4/16/15 public and nonpublic sessions and 2/26/15 public hearing.*

## **5. DELEGATION OR INDIVIDUALS**

### **6. CURRENT BUSINESS**

#### **a. Model UN Recognition – INFORMATIONAL – 5 minutes**

*Acknowledgement of UN Model student awards received at the UMass Lowell Conference in April.*

#### **b. Eagle Scout Project Modification – ACTION – 5 minutes**

*Jake Chaput was previously given School Board permission to install a new sign at Sandown Central for his Eagle Scout project. He would like the board's permission to install a new sign at Sandown North instead.*

#### **c. Public Hearing on Donation – ACTION – 5 minutes**

*Sandy Allaire to provide information on a \$5,000 donation received as part of the high school's recent cancer fundraiser.*

#### **d. Social Studies Curriculum – INFORMATIONAL – 15 minutes**

*Deb Armfield and team to present first read on social studies curriculum. Second read scheduled for May 21<sup>st</sup>.*

#### **e. Annual Food Service Contract Review & Pricing – ACTION – 10 minutes**

*Annual review of service contract and pricing for 2015-16. Whitson representatives (John Fratiello, Scott Berry and VP John Gersbeck) will present overview of program status.*

#### **f. Athletic Trainer Contract Review – ACTION – 5 minutes**

*Annual review of service contract. Angelo Fantasia will be available to report on the program.*

#### **g. Sandown North Sprinkler System – ACTION – 10 minutes**

*Discussion and possible action on the need for a sprinkler system at Sandown North.*

#### **h. Policies – ACTION – 5 minutes**

*Second read and adoption on policy BEDD. Mr. Bealo to present.*

#### **i. School Board Training – INFORMATIONAL – 5 minutes**

*Madam Chair Steenson to provide information on a school board training session to be held on Tuesday, May 12<sup>th</sup> at 7pm at the SAU.*

#### **j. School Board Goals – INFORMATIONAL – 5 minutes**

*Review of any school board goals suggestions for the 2015-16 school year.*

## **7-9. REPORTS**

**7. Administrator's Report – Dr. Metzler to present**

**8. Personnel Report – Dr. Metzler to present**

**9. Committee Reports and Reports of the School Board**

## **10. CORRESPONDENCE**

## **11. VENDOR AND PAYROLL REGISTERS**

## **12. OTHER BUSINESS**

*Non-public (if needed)*

## **13. FUTURE DATES**



**June 18, 2015**

Fund retention option	
FLES Update	<i>Beth Metzler</i>

**Back-Burner List**

Differentiated Instruction Competency Education Continuum	<i>D. Armfield</i>
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## MODEL UN AWARDS

Congratulations to the TRHS Model UN team for their phenomenal performance at the UMass Lowell Conference as the high school won the Best Delegation award. This award means TRHS was the best performing school out of the other schools in attendance. This recognition comes with the hard work, preparation, and dedication of the entire Model UN team. Congratulations to:

**Lauren Abate, Jaimie Bissonette, Jake Chaput, Lily Collins, Tyler Connolly, Haley Donovan, Christopher Durkee, Taylor Gilcreast, Cailee Griffin, Brianna Hankel, Mya Hollins, Miranda Kryskow, Benjamin Longchamp, Cameron Magner, Denisse Manzo, Allison O'Connor, Tyler Roy, Francis Skinner and Chistopher Williams.**

**Also special thanks and congratulations to Team Advisor Tricia Moore.**

Congratulations to the members of the group who received individual awards for this excellent performance. The following students received the highest honor by winning best delegate award:

**Miranda Kryskow represented the Czech Republic in the Economic and Social Council.**

**Cailee Griffin represented Jordan on the Security Council.**

**Jake Leonard Chaput represented Greece on the NATO council.**

**Cameron Maximus Magner represented the country of Jordan in the World Health Organization.**

Congratulations to the following students for receiving the second place award which is Outstanding Delegate:

**Christopher Williams representing Poland in the NATO council.**

**Christopher Durkee representing China in the High Commission of Human Rights.**

The following students received the award of People's Choice which some argue is the most honorable award as this is chosen by all the members within each committee:

**Brianna Hankel in the United Nations Environmental Programme serving as the delegate from Poland.**

**Christopher Williams in the NATO council serving as the delegate from Poland.**

**Christopher Durkee in the High Commission of Human Rights council serving as the delegate from China.**

In addition three students received Honorable mention:

**Benjamin Longchamp for his performance in the United Nations Environmental Programme serving as the delegate from China.**

**Jaimie Bissonette for her performance in the economic and social council serving as the delegate from Israel.**

**Taylor Gilcreast for her performance in the United Nations Environmental Programme serving as the delegate from Israel.**

**TIMBERLANE REGIONAL SCHOOL BOARD**

Atkinson, Danville, Plaistow, Sandown  
New Hampshire

**Regular Meeting**  
**April 17, 2014**  
**7:30 PM**

**SAU No 55**  
**30 Greenough Road**  
**Plaistow, NH**

**Call to Order**

Madam Chair Steenson called this April 17, 2014 meeting of the Timberlane Regional School Board to order at 7:35 pm.

**Board Members Present**

Mr. Bealo, Mr. Blair, Mr. Collins (8:00pm), Mrs. Green, Mr. Mascola, Mrs. Sherman, Madam Chair Steenson and Mr. Ward

**Board member not in attendance**

Mrs. Delfino

**Administrators Present**

Dr. Metzler, Superintendent of Schools  
Mr. Stokinger, Business Administrator  
Mrs. Armfield, Director of Professional Learning  
Mr. Strainge, Director of Secondary Education  
Mr. Woodworth, Principal THRS  
Mrs. Gaydos, Principal of Pollard Elementary School  
Mr. Rolph, Principal of Sandown Central Elementary School  
Mr. Fantasia, Director of Athletics  
Mr. Hughes, Director of Facilities

**Pledge of Allegiance**

Eagle Scout Jake Chaput led the assembly in the Pledge of Allegiance.

**Minutes (00:01:37)**

The board reviewed and approved the April 3, 2014 meeting minutes of the Timberlane Regional School Board.

Mrs. Green motioned to amend the minutes to include an editorial note, no second was received the motion failed. Mrs. Green motioned to amend them minutes to include additional wording in the recap of the Administrator's Report. No second was received the motion failed.

**Mrs. Green motioned to amend the minutes to be approved by vote of the board, seconded by Mr. Bealo's. With no further discussion the motion failed by a vote of (2-5-0) Mr. Bealo and Mrs. Green voted in favor.**

**The minutes were approved with changes by general consent of the board; Mrs. Green did not approve the minutes.**

**Delegations and Individuals (00:15:09)**

Mrs. Sheryl Roy, Driver's Education Instructor at the Timberlane Regional High School would like to present ideas to improve the current Driver's Education Program at the high school. Madam Chair Steenson reviewed the recent board discussion regarding the Driver's Education Program where the board requested Dr. Metzler review options for the Driver's Education Program that has been operating at loss for the past three years. Dr. Metzler added the results of his review of the program will be presented at the May 8, 2014 public school board meeting

**CURRENT BUSINESS**

**Eagle Scout Project (00:24:18)**

Eagle Scout Jake Chaput from Sandown presented his Eagle Scout project to replace the current message sign at the Sandown Central School. Mr. Hughes will provide oversight of this project if approved.

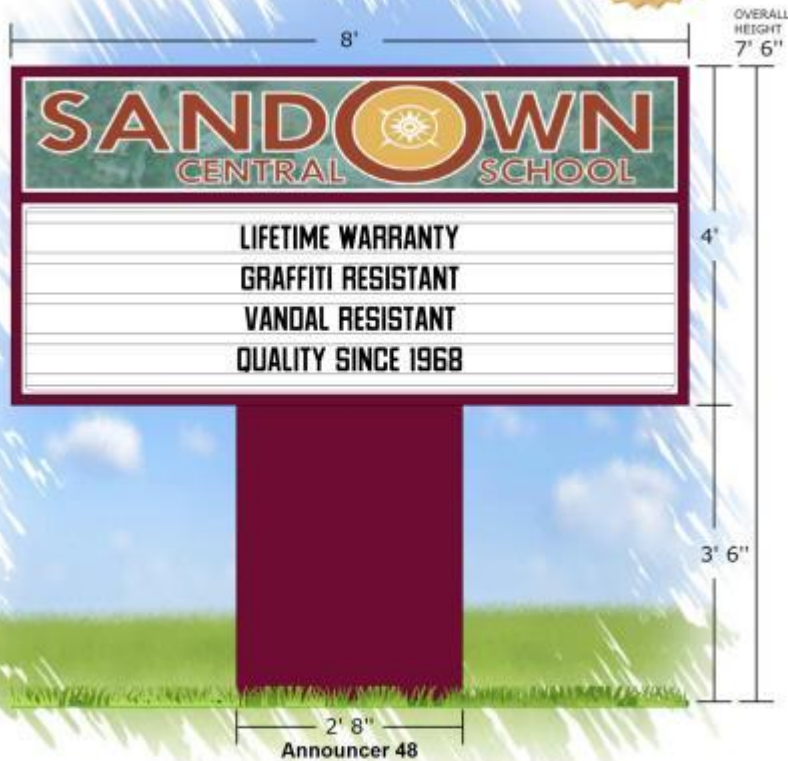
**Motion: Mrs. Green motioned to accept the gift of a message sign at Sandown Central Elementary School as proposed by Eagle Scout Jake Chaput. Mr. Bealo seconded the motion. With no further discussion the motion passed by a unanimous vote of (8-0-0).**

**Football Boosters (00:32:42)**

Mrs. Heather David, President of the Timberlane Regional High School Football Boosters presented a sponsorship fundraiser program for the board's approval.

**Motion: Mr. Collins motioned to approve the sponsorship program fundraiser as presented for the TRHS Football**

# New sign design Ideas



Cabinet: 4' x 8'  
Tracking: 4 Rows of 4" Letters  
Mount: Pedestal

Cabinet Color: Burgundy  
Face Color: Dark Red

Logo: sandown1a

**Announcer 48**



Cabinet: 4' x 8'  
Tracking: 4 Rows of 4" Letters  
Mount: Twin Pole

Cabinet Color: Burgundy  
Face Color: Dark Red

Logo: sandown1a

**Announcer 48**



**ORIGINAL DESIGN - DO NOT DUPLICATE**  
DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS, THIS CUSTOMER APPROVED IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN THE VISUAL PRINT ON LEO COLOR ARTIST'S PROOF/PROOF OF REPRODUCTION, MOUNTING AND LAMINATION IS NOT INCLUDED IN THE PROPOSAL. ALL DIMENSIONS SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY.  
APPROVED AS SHOWN: \_\_\_\_\_ DATE \_\_\_\_\_ 1. \_\_\_\_\_  
APPROVED WITH LISTED CHANGES: \_\_\_\_\_ DATE \_\_\_\_\_ 2. \_\_\_\_\_  
X \_\_\_\_\_ DATE \_\_\_\_\_ 3. \_\_\_\_\_

Sketch #160440 Customer #1285489  
3/18/2014 Jeremy Yax -PROPOSAL-



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APPROVED WITH LISTED CHANGES: \_\_\_\_\_ DATE \_\_\_\_\_ 2. \_\_\_\_\_  
X \_\_\_\_\_ DATE \_\_\_\_\_ 3. \_\_\_\_\_

Sketch #160456 Customer #1285489  
3/18/2014 Jeremy Yax -PROPOSAL-

SCHOOL FOOD SERVICE AGREEMENT

BETWEEN

TIMBERLANE SCHOOL DISTRICT  
AND  
WHITSONS NEW ENGLAND, INC.

SCHOOL YEAR 2014-2015

ARTICLE I  
INTRODUCTION

- 1.1 Date of and Parties to the Agreement. This agreement, dated as of June 5, 2014, is between Timberlane Regional School District, hereafter called the School Food Authority (“SFA”), and Whitsons New England, Inc. (the “FSMC”).
- 1.2 Purpose of Agreement. The SFA and FSMC previously entered into a Food Service Agreement dated as of August 22, 2012, which was subject to four (4) additional one-year renewals, upon the written consent of both parties, which the parties now wish to renew, amend and restate as set forth herein. In the event of a renewal, the Administrative Fee and the Management Fee shall be adjusted annually by a percentage equal to at least the minimum percentage increase in the most recently published Consumer Price Index Food Away From Home, Northeast Region, (“CPI”) over the previous year.
- 1.3 Duration of Contract. The initial term of this agreement commences on July 1, 2014, and continues until June 30, 2015, unless terminated by either Party as hereinafter provided. This document represents the second renewal option to the original contract.

ARTICLE II  
RELATIONSHIP OF THE PARTIES

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

- D. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this agreement. The FSMC agrees that it will perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- E. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.
- F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of this agreement.
- G. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

### 2.3 SFA - Responsibilities.

The SFA shall:

- A. Ensure that the food service operation is in conformance with the school food authority's agreement under the Program **[as referenced in 7 CFR § 210.16(a)(2)]**
- B. Monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations **[as referenced in 7 CFR § 210.16(a)(3)]**
- C. Retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals **[as referenced in 7 CFR § 210.16(a)(4)]**
- D. Retain signature authority on the State agency-School Food Authority agreement, free and reduced price policy statement and Claims for Reimbursement **[as referenced in 7 CFR § 210.16(a)(5)]**
- E. Retain title to all USDA donated foods; and ensure that all USDA donated foods made available to the FSMC, including processed USDA donated foods, accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein. All refunds and rebates received from processors must be retained by the SFA **[as referenced in 7 CFR § 210.16(a)(6)]**
- F. Maintain all applicable health certification and assure that all State and local regulations are being met by the food service management company preparing or serving meals at a school food authority facility **[as referenced in 7 CFR § 210.16(a)(7)]**

- G. Establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning **[as referenced in 7 CFR § 210.16(a)(8)]**
- H. Make reasonable regulations with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given;
- I. Retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation and retain control for establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals; **[as referenced in 7 CFR 210.16(a)(4)]**
- J. Retain signature authority and be responsible for all contractual agreements entered into in connection with the school nutrition program. **[as referenced in 7 CFR § 210.21];**
- K. Ensure resolution of program review and audit findings. **[as referenced in 7 CFR § 210.9(b)(17)].**
- L. The FSMC shall adhere to the 21-day cycle menu that was provided in the RFP or in the FSMC's proposal. **[as referenced in 7 CFR § 210.16 (b)(1)]**
- M. Provide detailed specifications for each food component or menu item specified in 7 CFR Part 210, and include these specifications in the IFB or RFP. **[as referenced in 7 CFR § 210.16(c)(3)]**
- N. Maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing or serving meals at any location other than the facilities. **[as referenced in 7 CFR § 210.16(a)(7)]**
- O. Develop, distribute, and collect the parent letter and application for free and reduced price meals. **[as referenced in 7 CFR § 245.6]**
- P. Determine eligibility and verify applications for free and reduced price meals benefits and will conduct any hearings related to such determinations. **[as referenced in 7 CFR § 245.6, 6a, 7, 10]**
- Q. Assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. **[as referenced in 7 CFR § 210.9(b)(15)].**
- R. Maintain responsibility for securing processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. **[as referenced in 7 CFR § 250.15]**

ARTICLE III  
FOOD SERVICE PROGRAM

- 3.1 Location. The FSMC shall prepare and serve meals for the Timberlane Regional High School, Timberlane Regional Middle School, Atkinson Academy, Danville Elementary, Pollard Elementary School, Sandown North Elementary, and Sandown Central Elementary. The SFA and the FSMC may, by mutual written agreement, add other locations.
- 3.2 Calendar. All meals will be provided in accordance with the approved calendar, attached as *Appendix A*. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. **[as referenced in 7 CFR § 210.16 (b)(1)]**.
- 3.3 Meal Program. The FSMC shall provide nutritious, high-quality breakfasts, lunches, snacks, milk service, a la carte food, and vending items in accordance with the following terms:
  - A. In order to offer a la carte food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children. **[as referenced in 7 CFR § 210.16(a)]**
  - B. All reimbursable lunches, breakfasts and snacks shall meet the qualifications for USDA reimbursement as referenced in 7 CFR § 210.10, 220.8 and 225.16.
  - C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. **[as referenced in 7 CFR § 210.16 (a)(5)]**
  - D. The FSMC shall collect gross sale receipts, on behalf of the SFA, for meals, a la carte items, and vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.
  - E. The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products for use in meals served in the NSLP in compliance with the Buy American Provision **as referenced in 7 CFR 210.21(d)(2) and 7 CFR Part 250**.
- 3.4 Nutrition Awareness Programs. In cooperation with the SFA, the FSMC shall conduct ongoing nutrition awareness programs for students, teachers, parents, and other interested parties and participate as a member of the School Wellness Committee.
- 3.5 Special Diets. The FSMC shall, in accordance with SFA policy, supply special diets for students where medically necessary and when prescribed by a licensed physician.
- 3.6 Advisory Board. The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service programs.
- 3.7 Catering. Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may obtain outside catering services, and the

FSMC may be given the opportunity to match the prices and terms of the outside catering service. If the FSMC chooses not to match such terms, then the SFA shall be free to retain the outside catering service. The FSMC shall submit catering invoices by the end of the month in which the services are rendered or within 30 days of rendering the services, whichever is later. Costs of catered functions shall not be supported by the nonprofit foodservice account funds. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month. The FSMC shall provide a method which delineates the cost allocation for special functions conducted outside the nonprofit school food service. The method should demonstrate that labor costs are not being double billed for program meals and special function meals.

- 3.8 Environmental Protection Agency Compliance. In performance of this agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." **[as referenced in Part 3016.36(i)].**
- 3.9 Energy Policy and Conservation Act Compliance. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the Energy Policy and Conservation Act. **[as referenced in Part 3016.36(i)].**
- 3.10 Contract Work Hours and Safety Standards Act Compliance. In performance of this agreement, and as employer for all management food service employees, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. **[as referenced in Part 3016.36(i)].**
- 3.11 Debarment Certification. The FSMC shall complete and submit to the SFA the United States Department of Agriculture (USDA) Certification Regarding Debarment. The certification must also accompany the four (4) additional one-year renewals. **[as referenced in 7 CFR § 3017.300].**
- 3.12 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. **[as referenced in 7 CFR § 3018].**
- 3.13 Donated Foods (Additional language required as a result of the Final Rule effective November 6, 2008, **as referenced in 7 CFR 250 Management of Donated Foods in Child Nutrition Programs, The Nutrition Services Incentive Program, and Charitable Institutions.**)
  - A. The FSMC will provide the following services in relation to commodity foods:
    1. Preparing and serving meals
    2. Ordering or selection of donated foods, in coordination with the SFA and in accordance with 7 CFR 250.52
    3. Storage and inventory management of donated foods in accordance with 7 CFR 250.52

4. Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA, in accordance with subpart C of 7 CFR 250
- B. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in processed end products on to the SFA.
- C. The FSMC shall credit for donated foods by disclosure, i.e., the FSMC shall credit the SFA for the value of donated foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use the USDA's [November 15<sup>th</sup>] list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the SFA on its invoices.
- D. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in SFA's food service operations.
- E. The FSMC must meet the general requirements **as referenced in 7 CFR 250.14(b)** for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for donated foods.
- F. Upon the termination of this Agreement, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- G. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- H. The FSMC must ensure compliance with the requirements of subpart C of 7 CFR part 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- I. The FSMC shall not enter into the processing agreement with the processor **as referenced in** subpart C of 7 CFR 250.
- J. The distributing agency, sub distributing agency, SA or SFA, the Comptroller General or the US Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service

operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

- K. The FSMC will maintain records to document its compliance **as referenced in 7 CFR 250.54(b)**.
- L. Any extension or renewal of the Agreement is contingent upon fulfillment of all provisions in this Agreement relating to donated foods.
- M. The FSMC must maintain the following records relating to the use of donated foods:
  - 1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
  - 2. Documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service operations in the school year, including, **as referenced in 7 CFR 250.51(a)**, the value of donated foods contained in processed end products; and
  - 3. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- N. The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, **as referenced in 7 CFR parts 210, 225, or 226**, as applicable.
- O. The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including, **as referenced in 7 CFR 250.51(a)**, the value of donated foods contained in processed end products.
- P. The FSMC will assure that USDA donated foods are not used for special functions conducted outside the nonprofit school food service.

#### ARTICLE IV MANAGEMENT AND PERSONNEL

- 4.1 FSMC Management and Professional Employees. The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein. During the term of this agreement (including any renewal thereof) and for one year thereafter, SFA shall not solicit FSMC management/professional employees to work in a similar or other capacity whether at the SFA's food service facility or elsewhere, nor will SFA permit the employment of said individuals by others (including successor food service management company) in any operation providing food service throughout the school district. SFA further covenants and agrees not to hire, nor allow to be hired by others (including a successor food service

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

- 4.2 Non-Management Employees. All non-management food service employees shall be employees of the SFA or FSMC, as the case may be. The FSMC managers shall direct and supervise SFA and FSMC food service employees.
- 4.3 Student Workers. The SFA has a policy of providing work experience for appropriate students as part of the educational curriculum. In furtherance of that policy, the SFA may assign students for work in the food service operation in such numbers and at such times as are agreed upon between the SFA and the FSMC.
- 4.4 Payroll and Taxes. The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.
- 4.5 Workers' Compensation Insurance. The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 4.6 Nondiscrimination. The SFA and the FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). **[as referenced in Part 3016.36(i)]**
- 4.7 Fingerprinting Requirements. The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The SFA will fingerprint and perform criminal background checks on all new employees both SFA and FSMC; (current staff has already been processed) working within our school district. The FSMC must pay the fee payable to the State of NH (currently at \$51.50 per new employee processed). Appointments for fingerprinting must be made with the SFA Personnel Secretary.
- 4.8 The FSMC will assure conformance with all civil rights requirements that are applicable to the SFA.

## ARTICLE V

## INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

- 5.1 Inventories of Food and Supplies. The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this Agreement. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by FSMC on behalf of the SFA in performance of this agreement shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.
- 5.2 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the Agreement year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.
- 5.3 Office Facilities. The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this agreement. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this agreement, ordinary wear and tear excepted.
- 5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities.
  - A. The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items. The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area.
  - B. The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceilings, walls, windows, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from the designated refuse collection area.
  - C. If the SFA is unable to perform any of its responsibilities described in subparagraph B above, the FSMC may, with the written approval of the SFA (not to be unreasonably withheld or delayed), temporarily assume those responsibilities and shall bill the SFA for any costs incurred.
- 5.5 Maintenance. The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain and repair the food service facilities and equipment.
- 5.6 Condition of Facilities and Equipment. The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this agreement shall comply with all applicable building, safety, sanitation,

and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall promptly inform the SFA of such notification.

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

## ARTICLE VI FINANCIAL AND PAYMENT TERMS

- 6.1 Billing for Reimbursements, Administrative Fee, and Management Fee. The FSMC must separately identify for each cost submitted for payment to the SFA the amount of the cost that is allowable (can be paid from the nonprofit food service account) and the amount that is unallowable (cannot be paid from the nonprofit food service account). The FSMC shall submit supporting documents and invoice to the SFA monthly for the following direct, actual costs, administrative fee and management fee:

- A. The actual and direct costs for the wages, taxes, and benefits of the food service director and other management employees on the FSMC's payroll.
- B. Direct operating costs paid by the FSMC arising from performance of this agreement. Direct operating costs are defined as:
  - Food and supply purchases by the FSMC necessary to perform this agreement
  - Food service program mileage costs incurred
  - Advertising and promotions within the SFA
  - The FSMC's insurance necessary for performance of this agreement
  - Employee training and development costs
  - Laundry, linen, and uniforms
  - Licenses and permits for performance of this agreement
  - Commodity processing and delivery charges and storage rental
  - Service business and occupation tax
  - Sales and use tax, if applicable
  - Technology expenses, including hardware, software and licensing expense
  - Fingerprinting and background checks as required
  - Minor Repairs
  - Office supplies, printing, postage and telephone expense
  - Depreciation of FSMC investment on a straight-line basis
  - Other expenses necessary for the performance of this agreement, as mutually agreed

- C. The FSMC's management fee of \$3,500.00 per month for ten (10) months. The following functions are the FSMC's responsibility, and will be included in such fees:
  - Overhead Allowance
  - Supervision of FSMC employees by executives not assigned to the food Service Operation
  
- D. The FSMC's administrative fee of \$6,500.00 per month for ten (10) months. The following functions are the FSMC's responsibility, and will be included in such fees:
  - Financial reporting and analysis
  - Field auditing
  - Marketing Assistance
  - Purchasing administration
  
- E. To the extent necessary, the FSMC's Management fee will be reduced to cover any loss in the food service account, but only to the extent of the Management Fee. This will be the SFA's exclusive remedy for FSMC' failure to achieve the Break-Even Guarantee contemplated hereunder, and in no event shall FSMC be liable for any amount in excess of its Management Fee. Any loss that exceeds the amount of the Management Fee will be covered by the SFA with a transfer from General Funds.
  
- F. Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:
  - Reports filed to the State
  - Corporate income tax

6.2 Invoice Due Date. The FSMC will invoice the SFA for the amount of the food service budget in ten (10) equal monthly installments, starting on August 31, 2014, which invoices will be due and paid by the SFA on the second Tuesday of every month (starting in September) for which the invoice is submitted. The last invoice submitted by the FSMC at the end of the school year shall contain any necessary adjustment and reconciliation of actual costs against budget. The FSMC will be notified immediately of any invoice that does not pass audit and the specific reason for the rejection of any invoice. In any event, SFA shall pay that portion of any invoice that is undisputed. The SFA shall pay all undisputed amounts (including Management and Administrative Fees) when due.

6.3 Guarantee. The SFA and the FSMC shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve financial break-even (the Guarantee”), defined as “generated program revenues will be sufficient to cover all actual and direct operating cost incurred.” Actual and direct operating costs are as described in paragraphs 6.1 A-E above. If the Guarantee is not achieved, then FSMC will subsidize the difference up to 100% of its Management Fee. This will be the SFA's exclusive remedy for FSMC's failure to achieve the Guarantee, and in no event shall FSMC be liable for any amount in excess of its Management Fee. The Guarantee is based on, and subject to, the following conditions and assumptions remaining in effect throughout the term: (i) reimbursement rates for Program meals will not be less than the rates estimated in the FSMC's proposal; (ii) the value of government donated commodities and/or cash in lieu thereof will not be less than the value of government donated commodities and/or cash in lieu thereof estimated in FSMC' proposal or received during the prior school year; (iii) the number of days meals are served during the school year will be not less than 175 days for breakfast and 173 lunch days; (iv) the

number of serving periods, locations, serving times and types of service will not differ from as listed in the RFP; (v) the student enrollment for the term of the contract period will be not less than 3000 students; (vi) the level of wages, salaries and fringe benefits will not exceed those proposed and listed in the original proposal, and the SFA's labor costs charged to the budget shall not exceed \$530,460; (vii) The actual costs charged to the Food Service budget by the SFA shall not exceed the projected operating expenses as set forth in the FSMC's proposal; (viii) service will not be interrupted as a result of fire, work stoppage, strike or school closing; (ix) Milk prices shall remain constant throughout the year; (x) selling prices of Menu Pattern Meals and A-La-Carte selections will be not less than those included in the FSMC's proposal; (xi) the SFA and its representatives including but not limited to, school principals, teachers and SFA employees shall fully cooperate with FSMC in the implementation of the Food Service Program including, if applicable, breakfast in the classroom at all elementary schools.; (xii) There shall be no competitive food and beverage sales immediately before, after or during the meal service times, and the SFA shall fully cooperate with Whitsons to limit the expansion of competitive food sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program; (xiii) Legislation, regulations and the SFA's Wellness Policy or practice shall remain consistent with those at the time of the original proposal; (xiv) to the extent applicable, the SFA shall approve the FSMC's recommended changes relating to food service staff levels and/or staff schedules based on the operational needs of the Food Service Program; and (xv) at the start of the school year 2014-2015, all reimbursable lunch meal prices will be increased by \$0.15 and the prices of certain mutually agreed upon à la carte items may be increased by 5% .

6.4 Operating Statements. The FSMC shall submit monthly operating statements to the SFA by the tenth (10th) of the next month. This statement shall reflect all activity for the previous calendar month.

6.5 Re-negotiation of Financial Terms. Except as set forth in Article I, Section 1.3, the renegotiation of price terms under this agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the financial terms of this agreement are based (including the assumptions set forth in Section 6.3 above), then those financial terms so affected may be renegotiated by the parties. Renegotiation of financial terms under such conditions must be mutual, and any changes in financial terms must be agreed upon by both parties acting reasonably and in good faith. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the agreement, it being understood and agreed that the contingencies set forth in the assumptions contained in Section 6.3 shall not be deemed to be foreseeable and predictable.

6.6 Availability of Funds. Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA (except for liability that accrued prior to the date of termination) in the event this provision is exercised, and the SFA shall

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

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

The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and program regulations (**as referenced in 7 CFR parts 210, 215, 220, 3016 and 3019, as applicable**) and Office of Management and Budget Cost Circulars (A-87 cost Principles for State, Local Governments and Indian Tribal Governments, or A-122 Cost Principles for Non-profit Organizations, as applicable);

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

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

- 6.9 FSMC Investment. During school year 2012-2013 of this Agreement, the FSMC purchased those items (which items were presented by the FSMC and approved by the SFA prior to purchase) attached hereto as Appendix B (the "Investment") in an amount not to exceed \$76,407. The FSMC shall be reimbursed in whole for the equipment purchased within 30 days from when the FSMC submits invoices to the SFA. Timberlane School District does not require amortization of the Investment. Title to the equipment and fixtures that are part of the Investment shall vest with the SFA when they are placed in service.

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

## ARTICLE VII GENERAL TERMS AND CONDITIONS

- 7.1 Compliance with Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts.
- 7.2 National School Lunch Program. In order to assist the SFA's participation in the National School Lunch Program:

- A. Any federally donated commodities received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA's food service operation. Any commodity processing contracts shall be established by the SFA. All goods, services, and monies received as a result of rebate under a processing contract must be used in the SFA's nonprofit food service. **as referenced in 7 CFR § 210.16 (a)(6)**. The FSMC shall maintain a perpetual inventory record of donated commodities.
  - B. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this agreement. **[as referenced in 7 CFR § 210.16 (c)(3)]** No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
  - C. The FSMC shall report the claim information to the SFA promptly at the end of each month or more frequently as specified by the SFA. **[as referenced in 7 CFR 210.16(c)(1)]**.
- 7.3 Comprehensive Insurance. The FSMC shall obtain and keep in force during this agreement, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than one million dollars (\$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this agreement, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for \$1,000,000 coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.
- 7.4 Indemnity. Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.
- 7.5 Trade Secrets. All financial, statistical, operating, marketing and personnel materials and information, including, but not limited to, the information technology systems, manuals, recipes, menus and meal plans, and computer programs relative to or utilized in FSMC's business or the business of any affiliate of FSMC (collectively, "Confidential Information"), shall be the property of FSMC and shall be confidential. SFA shall keep such Confidential Information confidential during or subsequent to the term of this Agreement and shall so instruct its agents, employees, and independent contractors, and the use of such Confidential Information by SFA in any manner shall not affect FSMC's ownership or the confidential nature of such Confidential Information. SFA shall not photocopy or otherwise duplicate any such Confidential Information without the prior written consent of FSMC. SFA agrees that all

computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by FSMC on SFA's premises in connection with the food services provided by FSMC under this Agreement shall remain the property of FSMC notwithstanding the fact that SFA may have paid a fee for the use of such Proprietary Materials in connection with the Food Service Program. Upon the expiration or termination of this Agreement, all use of trademarks, service marks and logos owned by FSMC or licensed to FSMC by third parties shall be discontinued by FSMC, and the SFA shall immediately return to FSMC all Proprietary Materials. The SFA shall designate any information it considers confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of its business or which it develops independently during the course of this agreement. Information so designated and identified shall be treated as confidential by the FSMC. The SFA and the FSMC shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such confidential and proprietary materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this agreement. The foregoing notwithstanding, the Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copy right in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. **[as referenced in 7 CFR § 3016.34].**

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

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

Notices to the SFA:

Timberlane Regional School District  
George Stokinger  
30 Greenough Road  
Plaistow NH 03865

Notices to the FSMC:

Whitsons New England, Inc.  
1800 Motor Parkway  
Islandia, NY 11749  
Attention: Paul Whitcomb, Executive Vice President

With a copy to the same address, Attention: Corinne P. Kevorkian, Esq., General Counsel

Other persons or places may also be designated, in writing, by either of the parties, during the term of this agreement. Notices shall be effective when received. Sent notices will be

considered received forty-eight (48) hours after they are deposited in the US mail or courier service.

- 7.9 Catastrophe. With the exception of payment obligations for prior performance under this agreement, neither party shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, flood, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. **[as referenced in Part 3016.36(i)].**
- 7.10 Termination for Cause. Either party may cancel the contract for cause by giving sixty (60) days notice in writing to the other party of its intention to do so. **[as referenced in 7 CFR § 210.16 (d)].**
- 7.11 Cure Period. If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 7.10 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this agreement. **[as referenced in Part 3016.36(i)].**
- 7.12 Termination without Cause. Either party may terminate the Agreement without cause. The party terminating the Agreement without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the Agreement without cause.
- 7.13 Rights beyond Termination. The right of termination referred to in this agreement is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If either party breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the non-breaching party may elect to pursue any available legal, contractual or administrative remedy. **[as referenced in Part 3016.36(i)].**
- 7.14 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements regarding the subject matter hereof. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which taken together shall be deemed an original.
- 7.15 Amendments to the Agreement. The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the agreement. The parties must mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

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

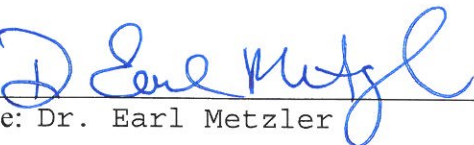
The parties agree that the terms of this Contract are in accordance with the Request for Proposal (RFP) published by the Board and any amendments to the RFP, and the proposal submitted by the FSMC, which are kept on file at the Board Offices and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

SO AGREED:

WHITSONS NEW ENGLAND, INC.

By:  Chief Financial Officer June 27, 2014  
Name: Beth Bunster Title Date

TIMBERLANE REGIONAL SCHOOL DISTRICT

By:  Superintendent June 27, 2014  
Name: Dr. Earl Metzler Title Date

Meal Counts - Timberlane							
	March 2014	March 2015	Variance		YTD 2014	YTD 2015	Variance
Breakfast	5,102	5,369	267		31,221	30,183	-1,038
Lunch	36,096	36,939	843		226,613	224,991	-1,622
Converted	12,158	12,181	23		74,827	75,691	864
Total	53,356	54,489	1,133		332,661	330,865	-1,796
Revenue - Timberlane							
	March 2014	March 2015	Variance		YTD 2014	YTD 2015	Variance
Total	\$ 153,557	\$ 156,532	\$ 2,975		\$ 950,444	\$ 980,093	\$ 29,649
Return to District - Timberlane (including fee)							
	March 2014	March 2015	Variance		YTD 2014	YTD 2015	Variance
Return	\$ 6,896	\$ 12,897	6,001		\$ (38,471)	\$ 11,143	49,614
Operating Days - Timberlane							
	March 2014	March 2015	Variance		YTD 2014	YTD 2015	Variance
	20	21	1		126	128	2

Meal Counts - Hampstead							
	March 2014	March 2015	Variance		YTD 2014	YTD 2015	Variance
Breakfast	368	445	77		2,973	3,128	155
Lunch	6,444	6,751	307		41,796	40,748	-1,048
Converted	2,544	2,764	220		15,640	15,778	138
Total	9,356	9,960	604		60,409	59,654	-755
Revenue - Hampstead							
	March 2014	March 2015	Variance		YTD 2014	YTD 2015	Variance
Total	\$ 27,396	\$ 29,908	\$ 2,512		\$ 179,974	\$ 183,667	\$ 3,693
Return to District - Hampstead (including fee)							
	March 2014	March 2015	Variance		YTD 2014	YTD 2015	Variance
Return	\$ 14,607	\$ 1,899	(12,708)		\$ (6,820)	\$ (11,259)	(4,439)
Operating Days - Hampstead							
	March 2014	March 2015	Variance		YTD 2014	YTD 2015	Variance
	20	21	1		126	127	1

Meal Counts - District Total						
	March 2014	March 2015	Variance	YTD 2014	YTD 2015	Variance
Breakfast	5,470	5,814	344	34,194	33,311	-883
Lunch	42,540	43,690	1,150	268,409	265,739	-2,670
Converted	14,702	14,945	243	90,467	91,469	1,002
Total	62,712	64,449	1,737	393,070	390,519	-2,551

Revenue - District Total						
	March 2014	March 2015	Variance	YTD 2014	YTD 2015	Variance
Total	\$ 180,953	\$ 186,440	\$ 5,487	\$ 1,130,418	\$ 1,163,760	\$ 33,342

Return to District - District Total (including fee)						
	March 2014	March 2015	Variance	YTD 2014	YTD 2015	Variance
	\$ 21,503	\$ 14,796	(6,707)	\$ (45,291)	\$ (116)	45,175

Operating Days - Timberlane						
	March 2014	March 2015	Variance	YTD 2014	YTD 2015	Variance
	20	21	1	126	128	2

Operating Days - Hampstead						
	March 2014	March 2015	Variance	YTD 2014	YTD 2015	Variance
	20	21	1	126	127	1

United States  
Department of  
Agriculture



Food and  
Nutrition  
Service

3101 Park  
Center Drive  
Alexandria, VA  
22302-1500

**DATE:** October 8, 2014

**MEMO CODE:** SP 03-2015

**SUBJECT:** Paid Lunch Equity: School Year 2015-2016 Calculations and Tool

**TO:** Regional Directors  
Special Nutrition Programs  
All Regions

State Directors  
Child Nutrition Programs  
All States

School Program regulations at 7 CFR 210.14(e) require school food authorities (SFAs) participating in the National School Lunch Program to ensure sufficient funds are provided to the nonprofit school food service account for meals served to students not eligible for free or reduced price meals. There are two ways to meet this requirement: either through the prices charged for "paid" meals or through other non-Federal sources provided to the nonprofit school food service account.

This memorandum provides guidance on the calculations SFAs must make in order to ensure they are in compliance with these requirements for School Year (SY) 2015-16. In addition, the SY 2015-16 Paid Lunch Equity (PLE) tool to assist SFAs as they make these required calculations is attached to this memorandum.

#### SY 2015-2016 Paid Lunch Equity Calculations

For SY 2015-2016, SFAs which, on a weighted average, charged less than \$2.70 for paid lunches in SY 2014-2015 are required to adjust their weighted average lunch price or add non-Federal funds to the non-profit school food service account. The amount of the per meal increase will be calculated using 2 percent plus 2.19 percent, or 4.19 percent.

SFAs are reminded that they must use their unrounded adjusted average paid lunch price requirement from SY 2014-2015 when calculating the weighted average paid lunch price increase for SY 2015-2016. For example, if the unrounded SY 2014-2015 requirement was \$2.08 but the SFA opted to round down to \$2.05, the calculation of the SY 2015-2016 requirement is based on the \$2.08 unrounded SY 2014-2015 requirement.

If an SFA raised its weighted average paid lunch price above the required amount in SY 2014-2015, that excess paid lunch price increase may be subtracted from the total SY 2015-2016 paid lunch price increase requirement. SFAs must keep sufficient records to document and carry forward the average price calculations.

Additionally, if an SFA did not raise its weighted average adjusted paid lunch price sufficiently to meet the required amount in SY 2014-2015, the shortfall must be added to the total SY 2015-2016 paid lunch price adjustment requirement.

### Use of Non-Federal Sources Calculation

SFAs that choose to contribute non-Federal sources to the nonprofit school food service account in lieu of raising paid lunch prices must calculate the appropriate amount to contribute. To determine the amount of required revenue in lieu of a paid lunch price increase, the SFA determines the total number of paid reimbursable lunches claimed for the previous school year and multiplies by the difference between the SY 2014-2015 weighted average paid lunch price requirement and the SY 2014-2015 weighted average paid lunch price.

### Sources of Non-Federal Funds

For SY 2013-14 and SY 2014-15, FNS expanded the definition of a non-Federal source to include all paid meals to help SFAs meet the PLE requirement and to acknowledge the continuing support by States and locals to improve access to and participation in the breakfast program. FNS has received positive response to this flexibility.

Therefore, for SY 2015-16, SFAs may continue to count as a non-Federal source:

1. Per-meal non-Federal reimbursement for any paid meal (breakfast, lunch, etc)
2. Any funds provided by organizations for any paid meal
3. Any proportion attributable to paid meals from direct payments made from school district funds to support lunch service

### Credit for Excess Non-Federal Funds

If an SFA's SY 2014-2015 estimate of the required contribution exceeded the actual level, that excess contribution may be subtracted from the total SY 2015-2016 contribution requirement. Further, if the SY 2014-2015 estimate was less than required, additional funds from non-Federal sources must be added. The PLE tool for determining the amount of non-Federal source contributions will allow for making these calculations using the same rationale as used for paid lunch prices—credit forward any extra funds contributed and account for any shortfalls when determining the amount of non-Federal funds requirement for the next school year.

### SY 2015-16 PLE Tool

The first tab of the SY 2015-16 PLE tool includes detailed instructions on how to use the tool and what information is needed to complete the appropriate calculations. It is recommended that each user print and read the instructions before attempting to complete the calculations.

To assist SFAs making these required PLE calculations, the attached SY 2015-16 PLE tool makes the following calculations:

- Weighted average paid lunch price for SY 2014-15
- Required paid lunch price increase for SY 2015-16
- Required non-Federal source contribution required for SY 2015-16

The PLE tool also takes into account adjustments to paid lunch prices made by the SFA in SY 2014-15 to calculate any credit or shortfall the SFA may have accrued for SY 2015-16. For SFAs that opted to contribute non-Federal funds, the PLE tool also calculates credits and shortfalls for the SY 2015-16 required non-Federal source contribution.

The SY 2015-16 PLE tool also includes a feature that makes calculations for SFAs that wish to split the SY 2015-16 requirement by both raise prices and contributing a non-Federal source. This option may be attractive to SFAs that do not want to raise paid lunch prices the entire amount that they are required. To use the attached SY 2015-16 PLE tool, SFAs need the following information:

ALL SFAs need the following data to calculate the Weighted Average Price for SY 2015-16:

- SY 2014-15 Unrounded Price Requirement OR SY 2010-11 Weighted Average Price
- All paid lunch prices for October 2014
- Number of paid lunches served associated with each paid lunch price in October 2014

SFAs that have opted to contribute non-Federal sources also need:

- Total number of paid lunches served in SY 2013-14
- The total dollar amount of SY 2011-12 , SY 2012-13, SY 2013-14 and SY 2014-15 non-Federal contribution

SFAs that wish to split the SY 2015-16 requirement by both raising paid lunch prices and contributing non-Federal sources will need all of the above information. Additionally, the PLE tool includes a report that SFAs can use to track the information they will need to make their SY 2016-17 calculations. SFAs can print the report and keep it in their records.

State agencies are reminded to distribute this memo to program operators immediately. SFAs should contact their State agencies for additional information. State agencies may direct any questions concerning this guidance to the appropriate FNS Office.

**Original Signed**

Cynthia Long  
Deputy Administrator  
Child Nutrition Programs  
Attachment



## ATHLETIC TRAINING SERVICES CONTRACT

TIMBERLANE REGIONAL SCHOOL DISTRICT 2014-2015

Date: 4/25/2014

Athletic Trainers: Certified and NH Licensed Athletic Trainers

Athletic Director: Angelo Fantasia

Business Administrator: George Stokinger

Superintendent of Schools: Dr. Earl Metzler

### 1.0 INTRODUCTION

- A. Access Sports Medicine agrees to provide comprehensive athletic training services to the Timberlane Regional School District.

### 2.0 CONTRACT PERIOD

- A. One year term including the 2014-2015 school year.

### 3.0 PROPOSED SERVICES:

- A. Access will provide a NATA Board Certified and NH licensed Athletic Trainer to Timberlane Regional High School and a second NATA Board Certified and NH licensed Athletic Trainer to Timberlane Regional Middle School. The High School Athletic Trainer will provide training room, practice and game coverage for a minimum of twenty (20) hours per week in the fall, twenty (20) hours per week in winter and twenty (20) hours per week in the spring. Monday through Friday on regular school days unless there is a scheduled game. Home game coverage will be provided pursuant to the season schedule(s). Away game coverage is limited to only varsity football. The hours of coverage will be determined by the Athletic Director of the High School and Access Sports Medicine; and will vary according to the High School's needs and the Access Athletic Trainer's availability during a given season. Coverage resulting from any changes to the agreed upon schedules will be contingent upon availability of Access Sports Medicine to provide it.
- B. The Middle School Athletic Trainer will provide training room practice and game coverage for a total of twelve and a half (12.5) hours per week in the fall, twelve and a half (12.5) hours per week in the winter and twelve and a half hours per week in the spring. Monday through Friday on regular school days unless there is a scheduled game. Home game coverage will be provided pursuant to the season schedule(s). The hours of coverage will be determined by the Athletic Director of the Middle School and Access Sports Medicine; and will vary according to the Middle School's needs and the Access Athletic Trainer's availability during a given season. Coverage resulting from any changes to the agreed upon schedules will be contingent upon availability of Access Sports Medicine to provide it.

- C. Access uses the following definition of a certified athletic trainer: An allied health professional that has successfully completed the college/university undergraduate degree; fulfilled the certification of the NATA; has passed the NATA certification examination administered by the NATA Board of Certification. The six domains of Athletic Training as defined by the NATA-BOC are:
1. Prevention of athletic injuries.
  2. Recognition and evaluation of athletic injuries.
  3. Management, treatment and disposition of athletic injuries.
  4. Rehabilitation of athletic injuries.
  5. Organization and administration of the athletic training programs.
  6. Education and counseling of athletes and coaches.
- D. In conjunction with the Athletic Director, the Athletic Trainer will supervise the organization and management of the athletic training room.
- E. Accurate records will be kept by the Athletic Trainer on all athletes referred to, evaluated, or treated by the Athletic Trainer. Records will be kept in the athletic director's office or in the school nurse's office, on a strictly confidential basis.
- F. When indicated, the Athletic Trainer will refer the athlete to the appropriate health care professional only after consultation with and prior approval from the parents or guardian.
- G. The parents/guardians, appropriate coaches, Athletic Trainer, Athletic Director and School Nurse will be notified of all athlete injuries and any findings affecting the athlete's status.
- H. Any athlete referred to Access Sports Medicine & Orthopaedics by the Athletic Trainer will be given an appointment within 24 hours at the Access Plaistow location (2.5 miles from both middle school and high school) Monday - Friday, or will have the option to go to the Access Walk-In Injury Clinic in Exeter, NH (16.5 miles away). Access Walk-In Injury Clinic is open Monday through Saturday at One Hampton Rd in Exeter. Access Sports Medicine has office locations in Plaistow, Exeter, Raymond and Portsmouth.**
- I. The Athletic Trainer will remain as consistent and visible as possible to facilitate an effective working relationship with the Athletic Director, coaches and athletes at the school. The Athletic Trainer will be at the competition site during specified game coverage. Priority coverage of simultaneous athletic events will be determined per agreement of the Athletic Director and Athletic Trainer.
- J. During practice sessions, the Athletic Trainer will coordinate athletic training duties out of the training room at the start of each day and then will proceed to the practice areas.

- K. In the event that the Athletic Trainer is unable to cover the contract because of sickness or any other reason, Access may substitute an equally qualified Athletic Trainer and/or other clinical staff who will provide services within their scope of practice, so long as staff is available.
- L. In the event of an injury sustained by an opposing team player, the Athletic Trainer will provide immediate first aid injury assessment/care, and if necessary, the Athletic Trainer will follow up with a call to the opposing team player's school.
- M. The Athletic Trainer will be available upon request to provide educational programs throughout the school year. Programs could include, but are not limited to, information provided to coaches, parents, and health classes on prevention and care of athletic injuries, nutrition or general first aid and concussions for athletes.
- N. Athletic Trainer will implement, if so desired by the school, a Student Athletic Trainer Program.
- O. The Athletic Trainer will be evaluated by the Athletic Director at the conclusion of each year. The evaluation will be confidential and will be provided in writing to the Access Athletic Training Director. If at any time during the Terms of this Agreement, the School has any concerns with respect to the Athletic Trainer's performance, the School shall immediately contact the Access Athletic Training Director.

#### 4.0 MEDICAL PROGRAMS PROVIDED BY ACCESS SPORTS MEDICINE:

- A. The Athletic Trainer will provide additional injury evaluation assessment to School athletes at no charge.
- B. Access Sports Medicine & Orthopaedics will have the right to publicize that they provide athletic training services to the Timberlane Regional School District. Any onsite promotions shall occur only with the prior approval of the Athletic Director.
- C. As employees of Access Sports Medicine & Orthopaedics, Athletic Trainers will wear apparel including but not limited to shirts, jackets, hats, and pants featuring the Access logo at all times while providing athletic training services either at the School or when traveling with teams.
- D. Coverage for rescheduled makeup events if given at least 48 hours notice of the change. With less than 48 hours notice, Access Sports Medicine will make every attempt to provide coverage but cannot guarantee it.

**E. Access Sports Medicine & Orthopaedics will provide comprehensive concussion management services to student athletes of the Timberlane School District.**

- a. The Athletic Trainer will provide ImPACT baseline testing FREE OF CHARGE to all participant athletes (ages 11 and older). Baseline testing will be administered and tracked by the Athletic Trainer. Athletes will be eligible for a repeat baseline once every two (2) school years.**

**ImPACT is a research-based 20 minute computer test developed to help medical professionals determine an athlete's readiness to return to play. ImPACT is recognized as one tool in a concussion management protocol. *It should be understood that ImPACT alone will not be used for medical clearance and determining return to play.***

- b. Access will provide verification of ImPACT Baseline Testing by a Credentialed ImPACT Consultant (CIC) Physician and identification of any flagged or abnormal tests. Tests may be sent for review by a neuropsychologist if deemed necessary by CIC Physician.**
- c. Post-Injury Concussion Management will be available to Timberlane School District athletes using the comprehensive and customized Access Sports Medicine Protocol. Methodology used in protocol includes but is not limited to:**
  - i. Preseason ImPACT baseline testing**
  - ii. Post-Injury ImPACT testing and interpretation by a Credentialed ImPACT Consultant**
  - iii. Patient-specific work and school accommodation evaluation**
  - iv. Vestibular Rehabilitation**
  - v. Sub-symptom threshold exercise training**
  - vi. Zurich Guideline Return to Play Protocol**
  - vii. Post-Concussion Syndrome treatment**
  - viii. Omega-3 Fatty Acid Supplementation**

*\*ImPACT Baseline Test administration and verification is included in the Athletic Training Services Contract. Initial post-injury identification, evaluation, and post injury management by the athletic trainer is included in the Athletic Training Services Contract. Because all post concussion athletes now require Physician and Parental clearance for return to sport (NH Concussion Law SB402) and have the option to receive post-concussion care by a physician of their choice, the billing for those same Physician services will be the responsibility of the injured athlete and are not included in the services to be rendered under this Contract. Any services provided onsite at the school by an Access Sports Medicine Physician or Athletic Trainer are included under this contract and not billed separately to the school or the athlete.*

**F. Access Sports Medicine & Orthopaedics will provide CSMi Sports Ware Online Injury Tracking for use by the Athletic Trainer as an online way to record, manage and report athlete information.**

- G. Included in this proposal, Access will provide Physician coverage (when available) for all home football games.**
- H. Access will also provide FREE Physician injury clinics in the training room at Timberlane Regional High School to be scheduled and coordinated by the ATC.**
- P. Access will provide all student athletes the opportunity to receive a FREE sports pre-participation physical at any one of our designated sports physical nights scheduled each July or August prior to pre-season training for Fall Sports.**
- Q. Access will provide a 4-6 week speed and agility clinic each summer at Timberlane Regional High School. Access Sports Medicine sees a dramatic decrease in injuries in the athletes that participate in strength and conditioning programs. Athletes will have the opportunity to participate in the clinic at a significant discount to regular rates.**

5.0 SERVICES PROVIDED BY THE TIMBERLANE REGIONAL SCHOOL DISTRICT:

- A. The Schools will provide the appropriate space, equipment, equipment maintenance and supplies necessary to conduct operations safely and adequately as determined by the Athletic Director and Athletic Trainer.
- B. Double Coverage: An additional trainer will be provided for the dates that need double coverage only if those dates are negotiated at the beginning of the school year with the Access Athletic Training Director. Also, Access cannot guarantee double coverage for games that are moved to an off-site location, but will make the best effort to find a second Athletic Trainer with proper notification by the Athletic Director. There is no additional charge for double coverage.
- C. Support and assistance to the Athletic Trainer in coordinating medical treatment for injured athletes.
- D. Materials and supplies as determined by the Athletic Trainer.
- E. The Athletic Director will provide event schedule coverage request to Access Sports Medicine in writing at least four weeks prior to the first coverage of each season.
- F. The School understands and agrees that the Athletic Trainer will have final say over whether an injured athlete may resume competition in a practice or game situation, if a physician who is under contract with or acting on behalf of the School is not present.

- G. All injuries will be screened by the Athletic Trainer. If the Athletic Trainer is not present the coach must notify the Athletic Trainer regarding any injuries within 24 hours or as soon as possible.
- H. The School agrees to notify the Athletic Trainer of all schedule changes at least 48 hours prior to the event whenever possible.
- I. Immediate notice of event cancellation.
- J. The School shall obtain the Authorization for Sports Medicine Services and Consent to Treatment for each student participating on any sports team or who otherwise uses the services of the Athletic Trainer. The School shall use the form attached hereto as Exhibit A and incorporated herein by reference. Copies of such Authorization Forms shall be placed in the student's record located in the School Nurse's office, Athletic Director's office or the athletic training room.
- K. The School understands and agrees that the Athletic Trainer is supervised by clinical staff at Access Sports Medicine & Orthopaedics and that the Athletic Trainer will discuss confidential information, as appropriate, with his or her supervisor.
- L. The School will support the efforts of ImPACT Testing and concussion awareness and education, by agreeing to participate, allowing education of parents, coaches and athletes, as well as supplying a computer lab of PCs or MACs in order to coordinate supervised baseline testing. All computers must have an external mouse. **Installing the ImPACT local install option on all School computers used for testing is preferred.** School computers should have and Macromedia Flash Player 10.1 or newer and a broadband internet connection. (Explorer 6.0 and above or FireFox 1.5 or above or Safari for the MAC running OSX 10.2 or above). All other tech requirements will be supplied to the School for preparation prior to testing.
- M. The School shall obtain the ImPACT Permission Slip for each student athlete who is being tested with the ImPACT test. The School shall use the form attached Hereto as Exhibit B and incorporated herein by reference. Copies of such ImPACT Permission Slip shall be placed in the student's record located in the Athletic Directors office.
- N. The school shall support the efforts of using CSMi Sports Ware Online Injury Tracking by supplying a computer or tablet in the Athletic Training room with internet connection in order to successfully access the program.
- O. At the School's option, an acceptable location for Access Sports Medicine's banner or sign to be displayed at all home athletic events.
- P. If made available by the school, game PA announcements and event program advertisements recognizing Access Sports Medicine as the provider of Timberlane Regional School District athletic training services at all home events.

## 6.0 EXPERIENCE

- A. Access Sports Medicine & Orthopaedics currently provides comprehensive Athletic Training Services for Exeter High School in Exeter, NH, Winnacunnet High School in Hampton, NH, Portsmouth High School in Portsmouth, NH and Spaulding High School in Rochester, NH. Access Sports Medicine & Orthopaedics provides part-time or per diem trainer coverage for Newmarket High School in Newmarket, NH, Epping High School in Epping, NH, Raymond High School in Raymond, NH, and Portsmouth Christian Academy in Dover, NH. Access provides physician coverage and training room visits for Phillips Exeter Academy in Exeter, NH.

All Athletic Training Services rendered by Access Sports Medicine & Orthopaedics are overseen by Sports Medicine Physicians and the Director of Athletic Training. Athletic Trainers employed by Access maintain regular contact with staff physicians, all trainers meet quarterly to share ideas and ways to improve the programs or troubleshoot problems at participating schools.

## 7.0 PROFESSIONAL REFERENCES:

- A. Bill Ball – Athletic Director – Exeter High School, Exeter, NH  
[bball@sau16.org](mailto:bball@sau16.org) – (603)775-8406  
a. Access provides comprehensive Athletic Training Services for Exeter High School.
- B. Carol Dozibrin – Athletic Director – Winnacunnet High School, Hampton, NH  
[cdozibrin@winnacunnet.org](mailto:cdozibrin@winnacunnet.org) – (603) 926-3395  
a. Access provides comprehensive Athletic Training Services for Winnacunnet High School.
- C. Rus Wilson – Athletic Director – Portsmouth High School, Portsmouth, NH  
[rwilson@portsmouth.k12.nh.us](mailto:rwilson@portsmouth.k12.nh.us) – (603) 436-7100  
a. Access provides comprehensive Athletic Training Services for Portsmouth High School.
- D. Kevin Hebert – Athletic Director – Spaulding High School, Rochester, NH  
[hebert.k@rochesterschools.com](mailto:hebert.k@rochesterschools.com) – (603) 332-0757  
a. Access provides comprehensive Athletic Training Services for Spaulding High School.
- E. Gordon Coole – Head Athletic Trainer – Phillips Exeter Academy, Exeter, NH  
[gcoole@exeter.edu](mailto:gcoole@exeter.edu) – (603) 777-3491  
a. Access provides physician medical coverage and training room visits for Phillips Exeter Academy athletics.
- F. Davinney Brazeau – Athletic Director – Raymond High School, Raymond, NH  
[d.brazeau@sau33.com](mailto:d.brazeau@sau33.com) – (603) 895-6616  
a. Access provides per diem game coverage and athletic training room visits at Raymond High School. Access provides ImPACT baseline testing administration.
- G. Larry Averill – Athletic Director – Epping High School, Epping, NH  
[averill@sau14.org](mailto:averill@sau14.org) – (603) 679-5472

- a. Access provides per diem game coverage and athletic training room visits at Epping High School. Access provides ImPACT baseline testing administration.
- H. Kristin Krantz – Athletic Director – Newmarket Junior/Senior High School, Newmarket, NH  
[krantzkr@newmarket.k12.nh.us](mailto:krantzkr@newmarket.k12.nh.us) – (603) 292-7963
  - a. Access provides per diem game coverage and athletic training room visits at Newmarket Junior Senior High School. Access provides ImPACT baseline testing administration.

#### 8.0 INSURANCE:

- A. Access agrees to maintain current professional liability insurance for a minimum of \$1,000,000/\$3,000,000. Access will make available proof of insurance to the Athletic Director.
- B. Both the Timberlane Regional School District and Access Sports Medicine & Orthopaedics will agree to indemnify and hold each other harmless from and against all claims, demands, cost, expense, and losses caused by the negligence of the other party.

#### 9.0 COST PROPOSAL

- A. The Timberlane Regional School District agrees to pay Access Sports Medicine a flat rate of \$29,320 for the 2014-2015 school year for all of the services listed within above contract. This includes the requested Athletic Training services for both Timberlane Regional High School and Timberlane Regional Middle School. Any services offered by Access Sports Medicine & Orthopaedics that are not included in this flat rate have been clearly identified within the proposal.

#### 10.0 PAYMENT SCHEDULE

- A. \$9,773.34 for the fall season will be due no later than November 30, 2014.
- B. \$9,773.33 for the winter season will be due no later than March 30, 2015.
- C. \$9,773.33 for the spring season will be due no later than June 30, 2015.
- D. Payments are to be paid to the order of Access Sports Medicine and sent directly to:

**Access Sports Medicine**  
**Attn: Mary Lovely**  
**1 Hampton Road**  
**Exeter, NH 03833**

10.0 CONTACTS

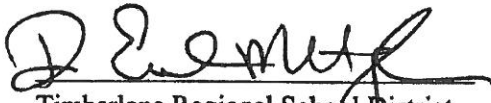
A. All questions and inquiries regarding this proposal should be directed to:

Nicole Spaulding, ATC  
(603)775-7575 ext. 3111 – [nspaulding@accesssportsmed.com](mailto:nspaulding@accesssportsmed.com) or  
Eric Cimon, Community Relations Director  
(603)775-7575 ext. 3060 - [ecimon@accesssportsmed.com](mailto:ecimon@accesssportsmed.com).

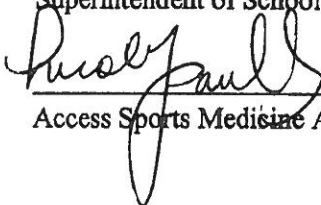
Thank you for your consideration.

Contract Proposal 2014-2015:

The parties agree to adopt this proposal and to activate athletic training services for the 2014-2015 academic years, consistent with the finalized event schedule. This agreement may be terminated at the conclusion of the 2014-2015 academic year with four weeks written notice given by either party or by mutual agreement at any time. Contract renewal for subsequent years will require re-negotiation.

  
\_\_\_\_\_  
Timberlane Regional School District  
Superintendent of Schools

4/29/14  
Date

  
\_\_\_\_\_  
MSM, ATC, NHAAT, CES  
Access Sports Medicine Administrator

4/29/14  
Date



**AUTHORIZATION FOR SPORTS MEDICINE SERVICES AND CONSENT FOR TREATMENT**

I, the undersigned, am the parent/legal guardian of, \_\_\_\_\_, a minor and student-athlete at \_\_\_\_\_, who plans on participating in \_\_\_\_\_.

(Name of school) (Sport(s))

I, hereby give consent for a Certified Athletic Trainer, an employee of Access Sports Medicine & Orthopaedics or other Access Sports Medicine & Orthopaedics' clinical staff, who is contracted by the school to provide sports medicine services for the above minor. Sports medicine services include, but are not limited to: administrating first aid for athletic injuries, providing initial treatment and management of acute injuries, and assessing athletic injuries at the request of the athlete, the athlete's coach, or the athlete's parent/guardian. The Athletic Trainer and/or sports medicine clinical staff will perform only those procedures that are within their training, credential limitations and scope of professional practice to prevent, care for and rehabilitate athletic injuries. I understand that a written report of any athletic injury assessment will be confidentially maintained in the files of the training room or school nurse's office.

I, hereby authorize the Athletic Trainer and/or other Access Sports Medicine & Orthopaedics clinical staff who provide services to the above-named athlete to disclose information about the injury assessments and post injury status. This will be done as needed, with the coaching staff, Athletic Director of the school and if necessary; the school nurse, any treating healthcare provider and/or consulting concussion management specialist.

I understand that there is no charge to me for the above listed athletic training services. If the athlete is in need of further treatment by a physician, or of rehabilitation services for the injury, he or she may see the physician or provider of his/her choice. Injured athletes that have seen a physician must submit written clearance from that physician to the Athletic Trainer prior to being permitted to resume activity. This Authorization shall remain in effect for one sports season beginning with the date set forth below.

Parent/Guardian Name(print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Relationship to student athlete \_\_\_\_\_ Cell/Work phone \_\_\_\_\_  
Home Address \_\_\_\_\_ Home phone \_\_\_\_\_

Student Athlete Name \_\_\_\_\_ Sex \_\_\_\_\_ Grade \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Allergies \_\_\_\_\_  
Current Medications (ie asthma inhalers, epi-pen, etc) \_\_\_\_\_  
Physical impairments \_\_\_\_\_  
Other pertinent medical history (surgeries, diabetes, seizures, heart condition, etc) \_\_\_\_\_

Physician Name \_\_\_\_\_ Physician Phone \_\_\_\_\_

**Pre-Participation Head Injury/Concussion Reporting:**

Has student ever experienced a traumatic head injury (a blow to the head)? Yes\_\_ No\_\_ If yes, when? Dates(month/year) \_\_\_\_\_  
Has student ever received medical attention for a head injury? Yes\_\_ No\_\_ If yes, when? Dates(month/year) \_\_\_\_\_  
If yes, please describe the circumstances: \_\_\_\_\_  
Was student diagnosed with a concussion? Yes\_\_ No\_\_ If yes, when? Dates(month/year) \_\_\_\_\_  
Duration of symptoms (such as headache, difficulty concentrating, fatigue) for most recent concussion: \_\_\_\_\_

Student Athlete Signature \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

**Statement Acknowledging Receipt of Education and Responsibility to Report Signs/Symptoms of Concussion:**

I, \_\_\_\_\_ of \_\_\_\_\_ School hereby acknowledge having received education about the signs, symptoms and risk of sports related concussion. I also acknowledge my responsibility to report to the school athletic trainer, coaches, parent(s)/guardian(s) any signs/symptoms of a concussion.

Signature and Printed Name of student athlete \_\_\_\_\_

Date \_\_\_\_\_

I, the parent/guardian of the student athlete named above, hereby acknowledge having received education about the signs/symptoms and risk of sport related concussion.

Signature and Printed Name of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_



Exhibit B

Dear Parent/Guardian,

The Timberlane School District is currently implementing an innovative program for our student-athletes. This program will assist our team physicians/athletic trainers in evaluating and treating head injuries (e.g., concussion). In order to better manage concussions sustained by our student-athletes, we have acquired a software tool called ImPACT (Immediate Post Concussion Assessment and Cognitive Testing). ImPACT is a computerized exam utilized in many professional, collegiate, and high school sports programs across the country to successfully diagnose and manage concussions. If an athlete is believed to have suffered a head injury during competition, ImPACT is used to help determine the severity of head injury and when the injury has fully healed.

The computerized exam is given to athletes before beginning contact sport practice or competition. This non-invasive test is set up in "video-game" type format and takes about 15-20 minutes to complete. It is simple, and actually many athletes enjoy the challenge of taking the test. Essentially, the ImPACT test is a preseason physical of the brain. It tracks information such as memory, reaction time, speed, and concentration. It, however, is not an IQ test.

If a concussion is suspected, the athlete will be required to re-take the test. The test data will enable health professionals to determine when return-to-play is appropriate and safe for the injured athlete. If an injury of this nature occurs to your child, you will be promptly contacted with all the details.

We wish to stress that the ImPACT testing procedures are non-invasive, and they pose no risks to your student-athlete. We are excited to implement this program given that it provides us the best available information for managing concussions and preventing potential long term effects that can occur with multiple concussions. The Timberlane School District administration, coaching, and athletic training staffs are striving to keep your child's health and safety at the forefront of the student athletic experience. Please return the attached page with the appropriate signatures. If you have any further questions regarding this program please feel free to contact the Athletic Trainer or Athletic Director.

Sincerely,

Access Sports Medicine & Orthopaedics



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## Consent Form

For use of the Immediate Post-Concussion Assessment and Cognitive Testing (ImPACT)

I have read the attached information. I understand its contents. I have been given an opportunity to ask questions and all questions have been answered to my satisfaction. I agree to participate in the ImPACT Concussion Management Program.

**Printed Name of Athlete** \_\_\_\_\_

**Sport** \_\_\_\_\_

\_\_\_\_\_  
Signature of Athlete

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

<p><b>Timberlane Regional School Board</b></p>	<p><b>Policy Code:    BEDD</b></p>
<p><b>Adopted: 04-21-83</b>  <b>Revised: 08-27-92</b>  <b>Revised: 12-03-98</b>  <b>Revised: 09-20-01</b>  <b>Revised:</b></p>	<p><b>Page 1 of 1</b></p>

**RULES OF ORDER**

*General rules of parliamentary procedure are used for every Board meeting. Robert's Rules of Order may be used as a guide at any meeting. The order of business shall be reflected on the agenda.*

~~Except as otherwise provided by law, by regulation of the State Department of Education, or by the Board, meetings of the Board shall be conducted by the latest revision of Robert's Rules of Order, Modern Edition. However, the Chairman's~~*Any ruling of the Chairman* ruling may be challenged on any subject by a two-thirds (2/3) vote of all Board members present and voting, provided that a quorum is present at the time of the vote.

~~Voting shall be by a show of hands unless a member requests that the Board be polled and the votes recorded.~~

~~Board policies may be amended or suspended in whole or in part only upon a two-thirds (2/3) vote of the entire Board.~~

# SCHOOL BOARD GOALS

## 2014-2015

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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.

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### 1. Academic Excellence

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

### 2. Community Engagement and Public Relations

*The Board will follow through on the Citizen Advisory Committee's recommendation to dedicate district resources towards a centralized, consistent and professional public relations and community relations effort.*

### 3. Capital Improvement Plan

*The Board will review, adjust and implement the Capital Improvement Plan by December 31, 2014.*

### 4. Community Outreach

*The Board will create and implement a community outreach plan to build common ground with our four towns about the District's budget and fiscal priorities.*

*Nancy Steenson, Chair  
Kate Delfino, Vice Chair*

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**Timberlane Regional School Board**  
*Adopted June 5, 2014*