

# TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

THURSDAY, MAY 29, 2014

(RESCHEDULED FROM MAY 22<sup>ND</sup>)

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*  
*Kate Delfino, Vice Chair*

## AGENDA

1. **Call to Order – Chair**
2. **Roll Call – Clerk**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
  - a. May 8<sup>th</sup> Meeting
5. **Delegations or Individuals**
6. **Current Business**
  - a. Winter Sports/Coach /Character Acknowledgements – INFORMATIONAL (15)
  - b. Freshman Academy Update – INFORMATIONAL (15)
  - c. Food Service Contract – ACTION (15 minutes)
  - d. Sandown North Safety Repairs – ACTION (5)
  - e. Middle & High School Action Plans – INFORMATIONAL (20)
  - f. Tuition Rates – ACTION (10)
  - g. Federal Funding Authorization – ACTION (5)
  - h. Suspension Authorization – ACTION (5)
  - i. Policies – ACTION (10 minutes)
  - j. School Board Goals – ACTION (10)
7. **Administrator's Report**
  - a. Update on School Activities – INFORMATIONAL
8. **Personnel Report**
9. **Reports of the School Board**
10. **Correspondence Folder**
11. **Vendor and Payroll Registers**
12. **Other Business**
  - a. Non-public (if needed)
13. **Future Dates**

| DATE    | MEETING TYPE    | LOCATION                | TIME    |
|---------|-----------------|-------------------------|---------|
| June 5  | Regular Meeting | Atkinson Academy        | 7:30 PM |
| June 19 | Regular Meeting | TRHS (7pm) SAU (7:30pm) | 7:00 PM |

*The MISSION of the Timberlane Regional School District is to engage all students in challenging and relevant learning opportunities, emphasizing high aspirations and personal growth.*

## **ADMINISTRATOR'S REPORT**

*Administrator's Report for May 29, 2014 School Board Meeting*

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

### **4. APPROVAL OF MINUTES**

**One set:** *May 8<sup>th</sup> session.*

### **5. DELEGATION OR INDIVIDUALS**

### **6. CURRENT BUSINESS**

#### **a. Winter Sports/Coach/Character Acknowledgements – 15 minutes**

*Barry Chooljian to present winter sports, coach and a citizen's acknowledgement.*

#### **b. Freshman Academy Update – 15 minutes**

*Mary Widman to provide update of the Freshman Academy program. Informational.*

#### **c. Food Service Contract – 15 minutes**

*Follow up discussion and action on the review of the food service contract. Mr. Stokinger and Dr. Metzler to present. ACTION*

#### **d. Sandown North Safety Repairs – 5 minutes**

*Dr. Metzler to request the board to authorize expending \$85,000 from the 2013-14 surplus for the purpose of addressing driveway/sidewalk safety issues at Sandown North Elementary School. Policy DBJ requires school board approval. ACTION*

#### **e. Middle & High School Action Plans – 20 minutes**

*Action plan presentations by Mr. Woodworth, Mr. Hogan, Barry Chooljian (for Angelo Fantasia), and Tony DiBartolomeo. As a time saving measure, Board members have been asked to submit questions about the presentation to Cathy Belcher by Tuesday, May 19<sup>th</sup> so that presenters can have time to prepare and address them at the meeting. Informational.*

#### **f. Tuition Rates – 10 minutes**

*Mr. Stokinger to recommend tuition rates for the 2014-15 school year. Tuition requests will be presented once policy JFAB has been reviewed and approved (scheduled for first reading tonight). ACTION*

#### **g. Federal Funding Authorization – 5 minutes**

*Each year the board must authorize the Superintendent, Assistant Superintendent, Business Administrator and Assistant Business Administrator to apply for and receive, on behalf of the District, federal and state grants/funding. Suggested motion: To authorize Dr. Metzler, Dr. Wilson, George Stokinger and Kathy Smith to apply for and receive on behalf of the District federal and state grants and funding which will include approving and signing OBM Form 1's, Form 3's and Form 4's and to file such authorization with the NH Department of Education. ACTION*

#### **h. Suspension Authorization – 5 minutes**

*Annual board authorization for Superintendent and Assistant Superintendent to suspend students beyond 10 days as outlined in RSA 193:13. Suggested motion language: To authorize the Superintendent and his designee to continue the suspension of a student for a period in excess of ten school days as provided for in RSA 193:13(b). ACTION*

#### **i. Policies – 20 minutes**

*Michael Mascola to present 11 policies for first reading. ACTION*

#### **j. School Board Goals – 20 minutes**

*The board to finalize and adopt school board goals for the 2014-15 school year. Last meeting suggestions have been incorporated into the final draft. ACTION*

#### **7-9. REPORTS**

7. *Administrator's Report – Dr. Metzler to present*
  - a. *Update on happenings and activities with each of the district schools*
8. *Personnel Report – Dr. Metzler to present (if needed)*
9. *Reports of the School Board*

#### **10. CORRESPONDENCE**

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

#### **12. OTHER BUSINESS**

*Non-public (if needed)*

#### **13. FUTURE DATES**

***Reminder that the next board meeting will be held at Atkinson Academy and the June 19<sup>th</sup> meeting will begin at 7pm with a site visit of the Athletic dept. at the high school with the business portion of the meeting beginning at 7:30 at the SAU.***

## UPCOMING REGULAR MEETING AGENDAS

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

| <b>June 5, 2014 – ATKINSON ACADEMY</b> |   |
|--|---|
| Policies                               | <i>Second Reading/Adoption</i>                                  |
| Action Plan Presentations              | <i>Elementary Schools</i>                                       |
| Summer & Enrichment Programs           | <i>Kelli/Scott</i>  |
| Assessment                             | <i>Deb Armfield</i>   |
| Hawaiian Exchange Program              | <i>Bill Mealey &amp; students to report on the trip/program</i> |
| Atkinson School Report/Presentation    | <i>Kathie Dayotis</i>   |
|  |   |
|  |   |

| <b>June 19, 2014 – ATKINSON ACADEMY</b> |                                    |
|---|------------------------------------|
| District Action Plan                    |                                    |
| Competency Education Continuum          | <i>Discussion</i>                  |
| Driver's Ed Plan                        | <i>Scott Strainge</i>              |
| Tuition Requests                        |                                    |
| Business Partnership                    | <i>Scott Strainge</i>              |
| Site visit of Athletic Dept at TRHS     | <i>7:00 pm (boys' locker room)</i> |
|   |                                    |

### Back-Burner List

|                            |   |
|----------------------------|---|
| SERESC Update              | <i>Beth Rincon</i>                                |
| NHSBA Resolutions          | <i>September</i>                                  |
| Soccer Field Dedication    |   |
| SAT scores                 | <i>Multiple year &amp; state-wide comparisons</i> |
| Differentiated Instruction | <i>D. Armfield</i>                                |



# **Freshman Academy Update**

May 22, 2014

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- Personalization
- Collaboration
- Communication



# The Program Goals

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# HOW ARE WE ACCOMPLISHING PERSONALIZATION?





Both students and teachers took part in team building and risk taking activities to strengthen 21<sup>st</sup> century skills such as collaboration and problem solving.

# Adventurelore 9/16-19

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With a revised curriculum, including two study days and a silent reading day, we have merged the academic and social education in the program. Students have taken part in Project X, in helping the school newspaper, and in preparing “come to Timberlane” PSA’s.

# Freshman Advisory

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# HOW ARE WE ENCOURAGING COLLABORATION?



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- 1) Common planning time- allows for deeper discussion around students and school initiatives.
  - 2) Team-wide collaboration around vocabulary instruction.
  - 3) Continued focus on academy-wide study skills- utilizing advisory.
  - 4) Professional camaraderie and sharing between disciplines and levels
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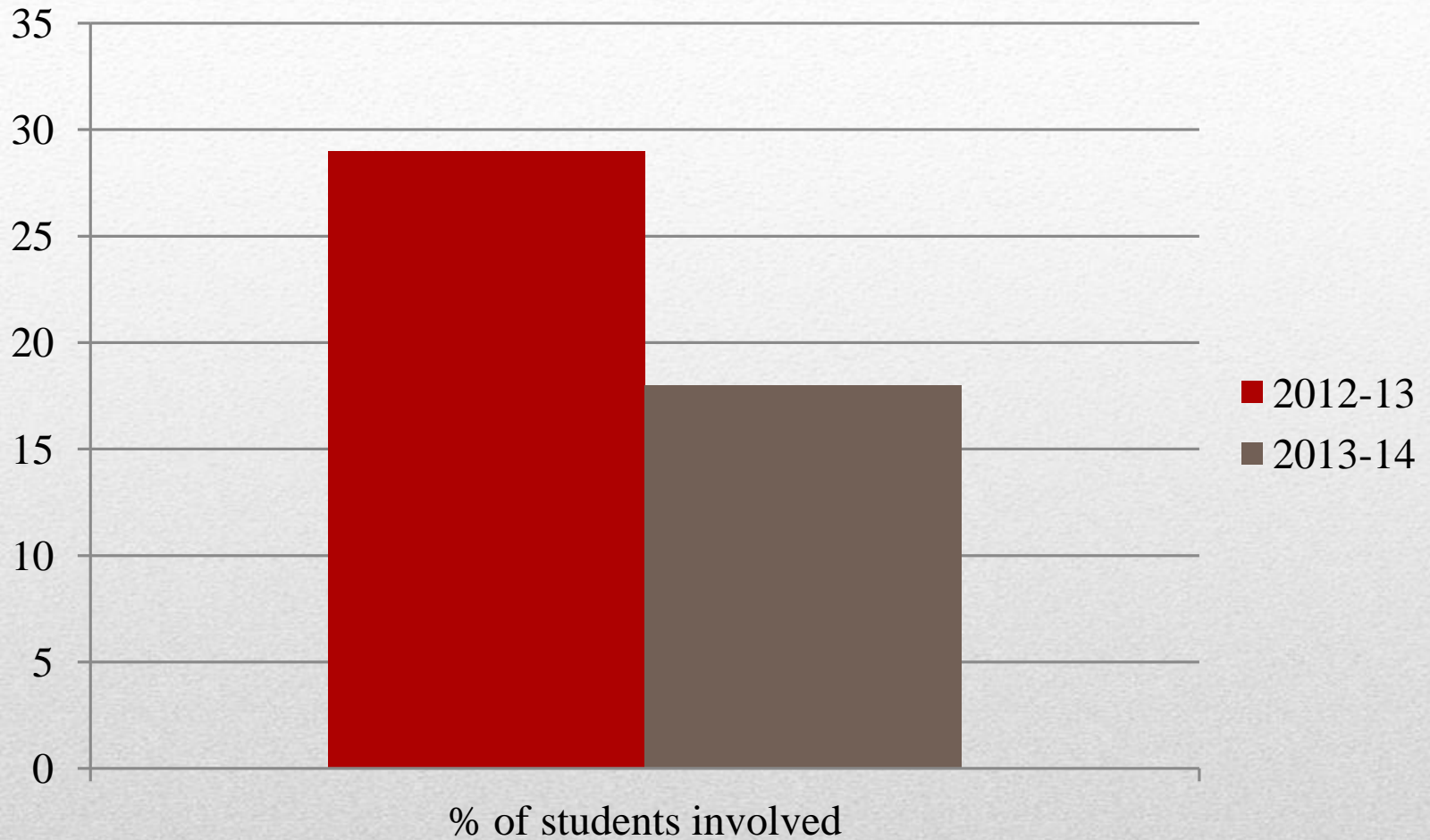
# HOW ARE WE FACILITATING COMMUNICATION?



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- 1) Weekly team meetings – increased inclusion of guidance and non-core teachers.
  - 2) Streamlined communication to parents
  - 3) Increased use of team/course websites.
  - 4) Whole academy meetings each month.
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# HOW DO WE KNOW IT IS WORKING?





**Behavioral incidents are down significantly**

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- The number of students who feel a connection to an adult other than their guidance counselor has risen from 77% to 86%.
- Semester 1 grade distribution has remained fairly consistent to last year





**WHAT'S AHEAD FOR 14-15?**

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- STAR assessment will help ensure appropriate student placement.
- Revised advisory program for 14-15 school year.
- Academy-wide common vocabulary chart will be finalized.
- Streamlined supports for both students needing support and enrichment.
- Continued focus on reading and literacy.



SCHOOL FOOD SERVICE AGREEMENT

BETWEEN

TIMBERLANE SCHOOL DISTRICT  
AND  
WHITSONS NEW ENGLAND, INC.

SCHOOL YEAR 2013-2014

ARTICLE I  
INTRODUCTION

- 1.1 Date of and Parties to the Agreement. This agreement, dated as of August 15, 2013, 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, 2013, and continues until June 30, 2014, unless terminated by either Party as hereinafter provided. This document represents the first 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 and Timberlane Regional Middle School. The SFA and the FSMC may, by mutual written agreement, add other locations.
- 3.2 Calendar. All meals will be provided in accordance with the approved calendar, attached as **Appendix A**. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. **[as referenced in 7 CFR § 210.16 (b)(1)]**.
- 3.3 Meal Program. The FSMC shall provide nutritious, high-quality breakfasts, lunches, snacks, milk service, a la carte food, and vending items in accordance with the following terms:
  - A. In order to offer a la carte food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children. **[as referenced in 7 CFR § 210.16(a)]**
  - B. All reimbursable lunches, breakfasts and snacks shall meet the qualifications for USDA reimbursement as referenced in 7 CFR § 210.10, 220.8 and 225.16.
  - C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. **[as referenced in 7 CFR § 210.16 (a)(5)]**
  - D. The FSMC shall collect gross sale receipts, on behalf of the SFA, for meals, a la carte items, and vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.
  - E. The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products for use in meals served in the NSLP in compliance with the Buy American Provision **as referenced in 7 CFR 210.21(d)(2) and 7 CFR Part 250**.
- 3.4 Nutrition Awareness Programs. In cooperation with the SFA, the FSMC shall conduct ongoing nutrition awareness programs for students, teachers, parents, and other interested parties and participate as a member of the School Wellness Committee.
- 3.5 Special Diets. The FSMC shall, 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, if a price cannot be agreed upon in good faith or the FSMC cannot provide the service, obtain outside catering services, provided the

FSMC shall first have been given the opportunity to match the prices and terms of the outside catering service. If the FSMC chooses not to match such terms, then the SFA shall be free to retain the outside catering service. The FSMC shall submit catering invoices by the end of the month in which the services are rendered or within 30 days of rendering the services, whichever is later. Costs of catered functions shall 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's 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, 2012, 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's 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 180 days for breakfast and 178 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 3839 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 2013-2014, all reimbursable meal prices will be increased by \$0.10 and the prices of certain mutually agreed upon à la carte items will 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  
Kathy Smith  
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: *Beth Bunster*  
 Name: *Beth Bunster* Title *C.F.O* Date *10/29/13*

TIMBERLANE REGIONAL SCHOOL DISTRICT

By: *[Signature]*  
 Name: *[Signature]* Title *Superintendent* Date *10-16-13*

|            |                 |
|------------|-----------------|
| WHITSONS   |                 |
| LEGAL OK   |                 |
| <i>CBK</i> | <i>10/29/13</i> |

# WHITSONS FINANCIAL UPDATE

As of April 30, 2014

## TIMBERLANE

|                       | 2012-13      | 2013-14      | VARIANCE   |
|-----------------------|--------------|--------------|------------|
| <b>Total Revenue</b>  | 1,049,351.51 | 1,112,048.24 | 62,696.73  |
| <b>Food Costs</b>     | 39.22%       | 36.54%       | (2.68%)    |
| <b>Labor</b>          | 574,511.85   | 566,859.35   | (7,652.50) |
| <b>Labor %</b>        | 54.7%        | 50.9%        | (3.8%)     |
| <b>District +/-</b>   | (104,819.16) | (11,480.01)  | 93,339.15  |
| <b>Management Fee</b> |              | 28,000       | 28,000     |
| <b>Total To Date</b>  |              | 16,519.99    | 121,339.15 |

## HAMPSTEAD

|                       | 2012-13     | 2013-14    | VARIANCE  |
|-----------------------|-------------|------------|-----------|
| <b>Total Revenue</b>  | 209,463.89  | 208,472.45 | (991.44)  |
| <b>Food Costs</b>     | 33.3%       | 29.36%     | (3.93%)   |
| <b>Labor</b>          | 117,890.18  | 110,608.87 | 7,281.31  |
| <b>Labor %</b>        | 56.3%       | 53.1%      | (3.2%)    |
| <b>District +/-</b>   | (19,644.86) | (4,987.28) | 14,657.58 |
| <b>Management Fee</b> |             | 8,000      | 8,000     |
| <b>Total To Date</b>  |             | 3,012.72   | 22,657.58 |



# TRMS ACTION PLAN

2013-14

# Goal #1

- o Throughout the 2013-2014 school year, core content teams will develop pedagogy and strategies to integrate Common Core content literacy into all disciplines. Achievement of this goal will be evidenced through PLC agendas and minutes and administrative observation.*

# *Goal #1 Action Steps*

- o Targeted Walk Through Data*
- o Content Team Discussions—planning using Common Core*
- o Professional Development Course*

# Goal #1 *Complete*

- o TRMS faculty PLC's meet on the 3<sup>rd</sup> Wednesday of the month.*
- o Focus has been on implementing the Common Core standards into each curriculum area.*
- o TRMS faculty worked with Jodi Pollock on three (3) sessions to implement literacy strategies across the curriculum*
- o Walk through form was formatted to collect data on content literacy for use 6 to 12*

## Goal #2

- o In the 2013-14 School Year, TRMS will develop a tracking system for monitoring students who are engaging in specific at-risk behaviors. This data will be used to provide targeted behavioral interventions. Evidence of goal achievement will be demonstrated through school data team analysis and reporting.*

# *Goal #2 Action Steps*

- o Create tracking system for data related to student success (academic and social-emotional)*
- o Use tracking system for data related to student success (academic and social-emotional)*
- o Data Team Analysis*

## Goal #2: *Complete*

- o *Tracking system developed and being used.*
- o *Data Team analysis*
  - o *Tripod data*
  - o *School Performance Data*

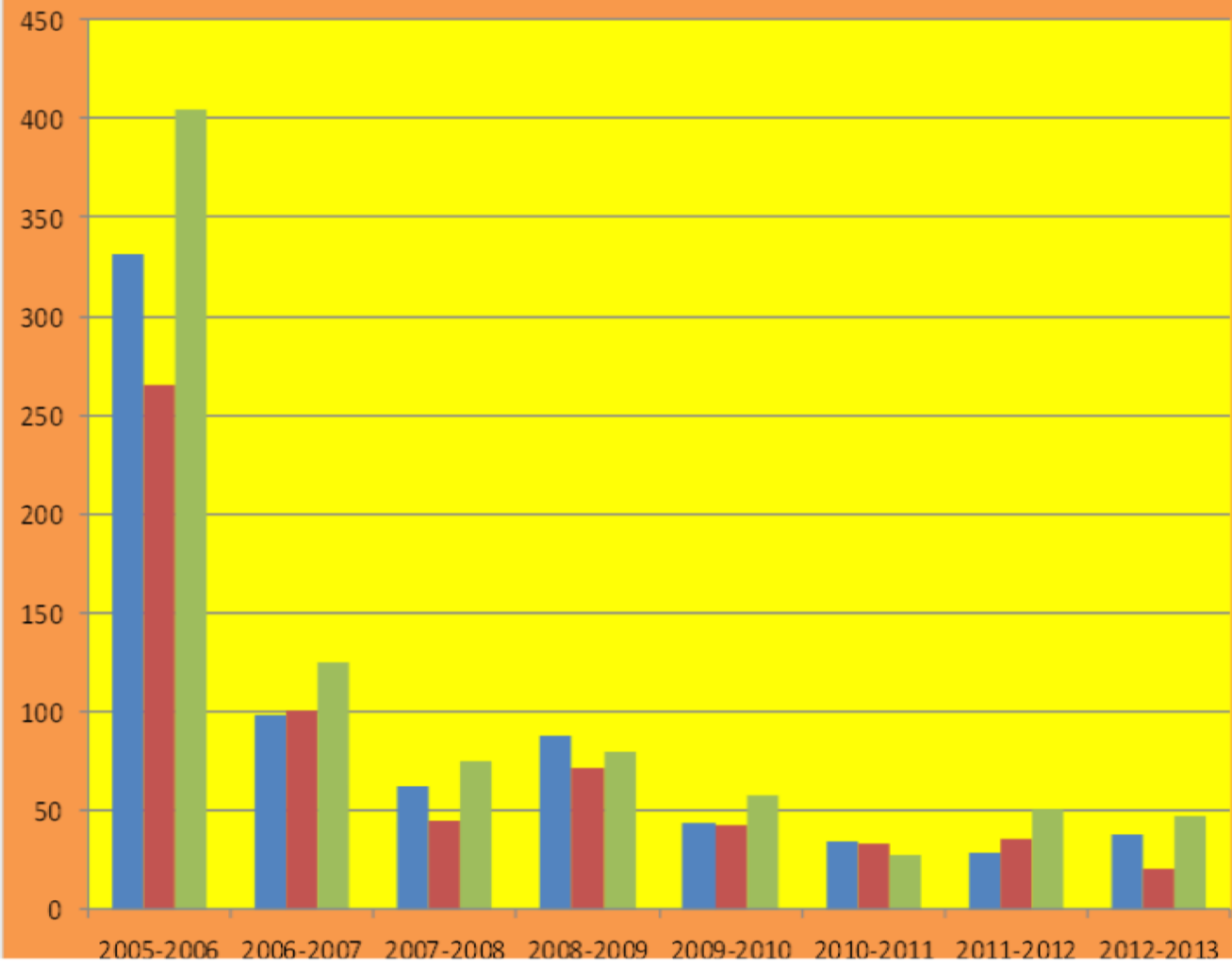
| Citizenship                      |    |    |    |    |    |    |    |    |    |
|----------------------------------|----|----|----|----|----|----|----|----|----|
| Grades                           |    |    |    |    |    |    |    |    |    |
| Tardy 1/25/14<br>Thru 6/16/14    |    |    |    |    |    |    |    |    |    |
| Tardy 8/28 Thru<br>1/24/14       |    |    |    |    |    |    |    |    |    |
| Absences 1/25/14<br>Thru 6/16/14 |    |    |    |    |    |    |    |    |    |
| Absences 8/28<br>thru 1/24/14    |    |    |    |    |    |    |    |    |    |
| Team                             | 7A | 7A | 7A | 7A | 7A | 7A | 7A | 7A | 7A |



# Tri-Pod

## o MIDDLE SCHOOL OVERALL

|                    |     |             |
|--------------------|-----|-------------|
| o Composite Score: | 64% | 9th Decile  |
| o Care:            | 63% | 8th Decile  |
| o Challenge:       | 74% | 7th Decile  |
| o Control:         | 64% | 10th Decile |
| o Clarify:         | 69% | 7th Decile  |
| o Captivate:       | 63% | 8th Decile  |
| o Confer:          | 50% | 8th Decile  |
| o Consolidate:     | 63% | 7th Decile  |



- In-School Suspension
- Out of School Suspension
- Non-Suspension Disciplinary Referrals

# Goal #3

- o In the 2013-2014 school year, TRMS will increase the utilization of available technology through on-going professional development. Areas for PD will be identified through a gap analysis survey of staff to determine levels of proficiency and need. Achievement of this goal will be demonstrated through completed survey results, identified areas of PD and PLC minutes.*

# *Goal #3 Action Steps*

- o Create a technology mentoring team*
- o Gap analysis survey implemented*
- o Walk through tracking of technology use*
- o Related Professional Development opportunities*

## Goal #3: *Complete*

- o *Created the TRMS Technology Team comprised of 10 teachers, administration and technology integrators.*
- o *created a survey to identify needs.*
- o *Met to plan and create professional development opportunities for staff based on the survey results*
- o *Created Google related training for 2 Professional Learning Community meetings*



# TRHS Action Plan Updates

2013-14

# Goal 1

- o Increase Academic, Personal, Creative and Social Growth as measured by:*
  - o An increase of 20% of students who identify a TRHS adult who supports them, by February, 2014;*
  - o A plan for the implementation of individualized digital portfolio by September, 2014;*
  - o An increase of 10% of student participation in multiple, flexible pathways towards college and career readiness by June, 2014.*

# *Action Steps for Goal 1*

- o Restructure the current advisory program to strengthen student to adult connections.*
- o Promote and expand multiple, flexible pathways for college and career readiness.*
- o Explore the increased use of digital portfolios.*
- o Increase student participation in school activities that promote positive school culture and social interactions.*

# *Update: Advisory Program*

## *Ongoing*

- o Freshman Advisory Program - increased adult to student connection from 77% to 86%.*
- o School-Wide Advisory Program – goal is for the start of the 14-15 school year.*
  - o A committee is working on the logistics and curriculum.*

# *Update: Multiple-Flexible Pathways*

## *Ongoing*

- o Evening Division : Spring 2014: 148 students for 228 enrollments.*
- o VLACS: Currently 77 course enrollments with an additional 16 course completions.*
- o Dual Enrollment:*
  - o Added discrete math.*
  - o Looking at additional courses through NECCO in conjunction with Sanborn HS.*

# *Update: Multiple-Flexible Pathways*

## *Ongoing*

- o Summer School*
  - o Exploring half credit elective classes and enrichment activities.*
  - o An expanded plan has been written for Summer School 2015 with additions to be reflected in FY16 budget proposal.*

# *Update: Digital Portfolios*

## *Ongoing*

- o Committee is looking at Google Apps in Education for ePortfolios.*
- o Implementation plan is over 2 years.*
  - o Start in 14/15 school year at the middle school.*
  - o 15/16 in Freshman Academy.*
- o This will be presented to the Curriculum and Assessment Committee at June meeting.*

# *Update: Student Involvement Towards a Positive School Climate*

## *Ongoing*

- o Jeff Yalden
  - o Recognizing and embracing our differences.*
  - o School-wide celebration of our students on December 20<sup>th</sup> and May 9<sup>th</sup>.*
  - o 2<sup>nd</sup> annual Day of Compassion.*
  - o Life of an Athlete.*
  - o Increased community activities
    - o Dance lessons and Senior Citizen Prom.*
    - o Strut for a cure and Relay for a Cause.*
    - o Owls Pantry**
  - o Through Quarter 3, discipline referrals are down 37.09%.**

## Goal 2

- o Increase student achievement as measured by a 3 percentage point increase in students scoring proficiency or better in NECAP standardized testing, a 10% increase in student attendance rates, and a 10% increase in the number of students with passing grades by June 2014.*

# *Action Steps for Goal 2*

- o Attendance Dean will create relationships with students with poor attendance and strategize to create new patterns of improved attendance. (Engaging all kids in their education)*
- o Re-organization of Administrative team and Curriculum Deans to ensure best practices in instruction and assessment through classroom observation and targeted feedback.*

# *Action Steps for Goal 2*

- o Align TRHS RTI practices with the newly created district guidelines and provide professional development to staff.*
- o Work with the Director of Secondary Education and Director of Guidance to align grade and competency reporting for grades 6-12.*
- o Improve academic performance of at-risk and special needs students through analysis of standardized test results and targeted instruction.*

# *Update: The Attendance Dean Will Work to Engage Students in Their Education*

## *Ongoing*

- o Through Quarter 3, the total number of absences has decreased by 8.56%*
- o Through Semester 1, students with 10 or more absences has decreased by 14.67%*
- o 2012-2013 Semester 1, 103 students in jeopardy of not receiving credit. 100% completed Attendance Recovery work*
- o 2013-2014 Semester 1, 46 students in jeopardy of not receiving credit due to absences. 85% completed Attendance Recovery work*

# *Update: Reorganization of Administrative Unit Completed*

- o Members are able to focus on their particular areas.*
- o There is more opportunity for meaningful conversations around teaching and learning.*
- o We have more clearly defined goals and objectives.*

# *Update: Create RTI Practices*

## *Ongoing*

- o April, 2014: RTI Needs Assessment Survey distributed to district staff.*
- o Results will be used to identify professional development needs and to create a plan to further implement RTI at the high school and throughout the district.*
- o 2014-2015: data from STAR assessment will be available to teachers to help focus Tier II interventions.*

# *Update: 6-12 Alignment of Grade Reporting Ongoing*

- o Our monthly 6-12 alignment meetings have brought about the following:*
  - o A consistent report card format for both the Middle and High Schools for 13-14.*
  - o Reported grades based on a 100 point scale.*
  - o A common 10% homework grade for 14-15.*
  - o Competency based assessments at both levels.*

# *Update: Performance of Special Needs Students*

## *Ongoing*

- o A centralized a unified method for data collection of student skills has been established by the Special Ed. Department.*
- o Targeted instruction delivery options have been very successful.*
- o Student needs for 2014-2015 will be examined to determine if current delivery systems will meet the demands.*

# Goal 3

- o Align TRHS curriculum to the Common Core State Standards (CCSS) as measured by “cross walk” documents and approval by the district curriculum and assessment committee by June 2014.*

# *Action Steps for Goal 3*

- o Create a timeline for curriculum, course and program of studies approvals.*
- o Continue the work of aligning current curricula to the Common Core State Standards using the new district curriculum template.*
- o Focus professional development on content based literacy to align with the Common Core State Standards.*

# *Action Steps for Goal 3*

- o Teachers will present course syllabi using a common template.*
- o Identify career and college readiness standards that will be embedded into the curriculum documents.*

# *Update: Timeline for Course Approval and Program of Studies*

## *Completed*

- o A timeline and procedures for new course approvals was created by the TRSD Curriculum and Assessment Committee.*
- o We have done a full AP curriculum and training needs analysis.*

# *Update: Curriculum Aligned to CCSS Using the New UBD Template **Ongoing***

- o We will finish K-12 Math and bring it forward in the fall 2014.*
- o From there we will move on to Language Arts, then Science, Social Studies, World Languages and Unified Arts.*
- o Weekly K-12 meetings to review the process.*
- o Workgroups will meet throughout the summer to ensure completion.*

# *Update: Focused PD Around CCSS **Ongoing***

- o Dr. Jody Polleck - vocabulary instruction and reading in the content area.*
  - o This year focus on vocabulary and reading.*
  - o Next year focus on writing.*
- o March, 2014: 6-12 Instructional Rounds on vocabulary instruction.*
- o Secondary literacy committee has been formed and has met three times.*
- o 2014-15: Content literacy will be added to 6-12 walk-through forms for data collection purposes.*

# *Update: Common Course Syllabi in All Courses*

## *Ongoing*

- o 2013-14: All course syllabi used a common template.*
- o Teachers submitted all syllabi for approval.*
- o 2014-15: alignment of grading policies and protocols across courses will be added.*

# *Update: Career and College Standards Included in the New Curriculum Documents*

## *Ongoing*

- o The characteristics of the Timberlane Graduate have been identified*
  - o These characteristics will define our career and college readiness standards.*
  - o These characteristics will be embedded in the new UBD curriculum documents.*

# Goal 4

- o Increase security measures and maintain the physical plant utilizing preventative measures in order to create better learning and teaching environments.*

# *Action Steps for Goal 4*

- o Examine options for multi-purpose instructional spaces and learning suites within the current facility.*
- o Facilitate safety training for all staff members.*
- o Explore options to ensure security for students traveling between the buildings on the Greenough Road campus.*
- o Improve the “curb appeal” of the high school grounds.*

# *Update: Look for Multi-Purpose Spaces and Learning Suites in the Building*

## *Ongoing*

- o Identified need for improvement of existing learning spaces by constructing permanent walls in the triad classrooms i.e. 412, 600 and 612.*
- o The removal of temporary partitioned walls will decrease noise from adjacent rooms and improve the overall learning environment for students.*

# *Update: Facilitate Safety Training For All Staff Members*

## *Completed*

- o Safety training for all staff was performed at PD day in August, 2013.*
- o TRHS Safety Committee Meetings have been held quarterly and minutes have been distributed to the staff.*
- o NIMS Training for all safety personnel was recommended on 10-22-2013.*

*Update: Ensure Security for  
Students Between the  
Buildings on the Campus  
Completed*

- o TRSD Campus Security meetings held on February 14, March 3, and April 18, 2014.*
- o Attendees: Scott Strainge, Maria Di Nola, Mike Hogan, Chief McCardle, Officer Garney, Anthony DiBartolomeo, and Dana Giampaolo.*

# *Update: Improve the “Curb Appeal” of the High School Grounds*

## *Ongoing*

- o The new sign and owl on the building have added visibility and identity to the school.*

*(Gift of the Class of 2013)*

- o An additional facilities crew member has been hired.*

Timberlane Regional  
High School  
Athletic Department

*Action Plan Updates*

MAY 2014

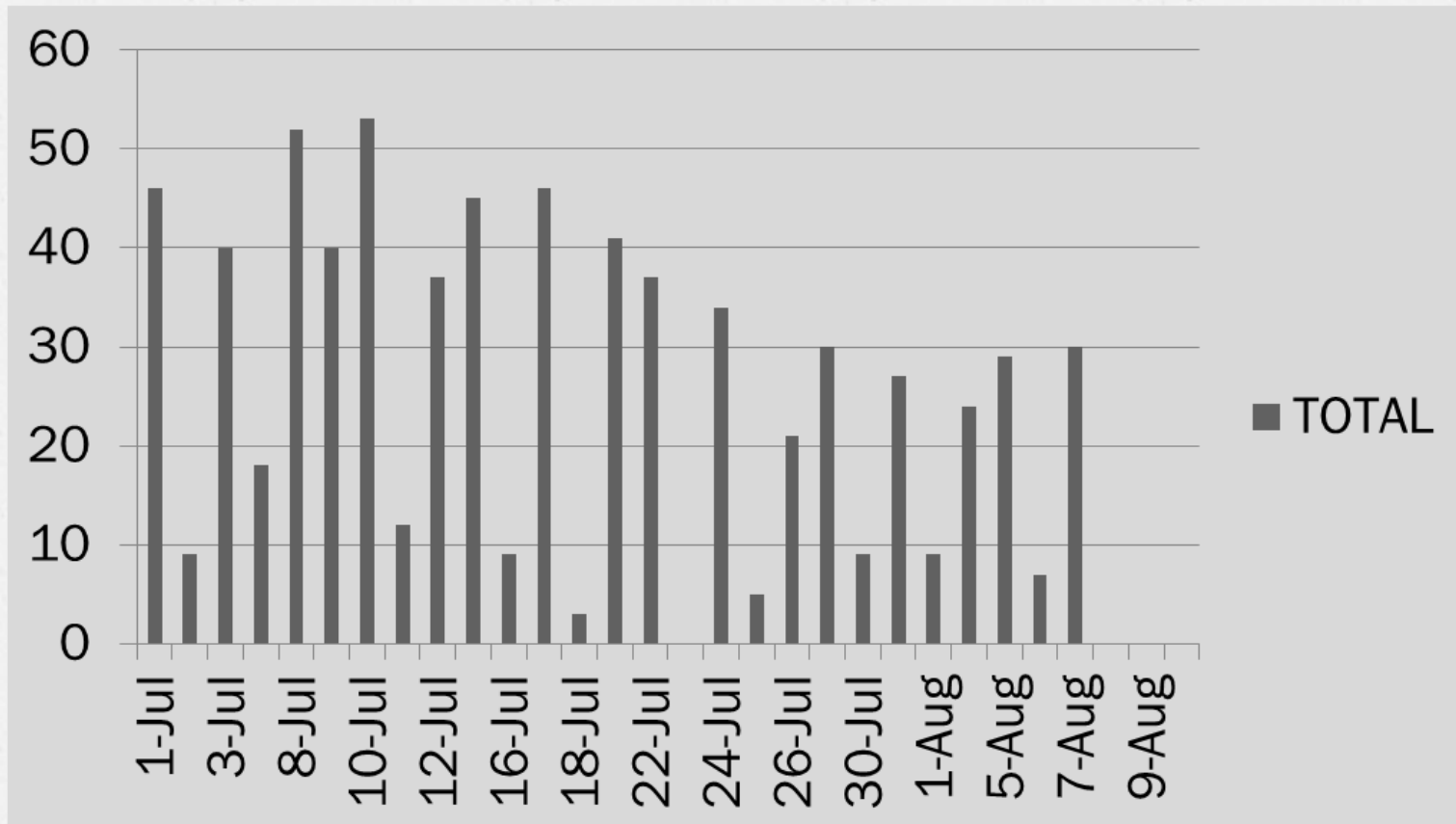
# *Goal 1*

- o During the 2013-14 school year the TRHS Athletic Department will explore ways to reduce the number of injuries to student athletes by June 2014.*

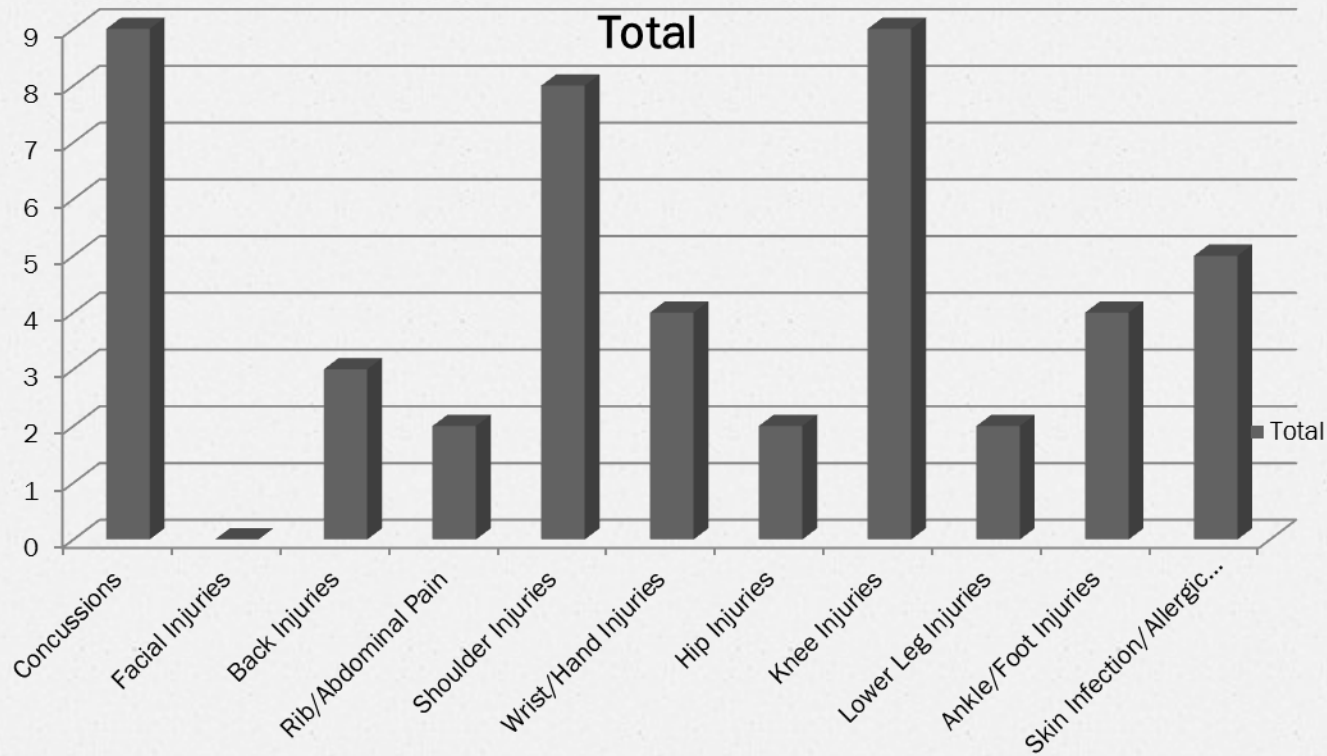
# *Action Steps for Goal 1*

- o Implement year round strength training and conditioning programs for student athletes.*
- o Collaborate with Access Sports Medical to analyze and track student athlete injuries*

# *Attendance Strength and Conditioning*



# Tracking Process Winter Season



# Goal 2

- o *During the 2013-14 School Year, the TRHS Athletic Department will increase student participation in athletics by 3% by Spring 2014.*

*Fall Participants 2012 - 301*

*Fall Participants 2013 - 382*

*Winter Participants 2012 - 242*

*Winter Participants 2013 - 216*

*Spring Participants 2012 - 265*

*Spring Participants 2013 - 301*

# *Action Steps for Goal 2*

- o Incorporating current high school student athletes in our annual middle school presentation.*
- o Collaborate with Guidance Dept. to become a part of the 8<sup>th</sup> grade Parent Information Night.*
- o Create Youth Coaching Summit where Coaching Education Program is implemented.*

# *Progress*

- o Pending – Plan to be implemented Spring 2014*

# Goal 3

- o During the 2013-14 school year the TRHS Athletic Department will strive to ensure that all student athletes meet TRHS academic standards for participation by Fall 2013.*

# *Progress Goal 3*

- o Info Snap program helped improve communication with parents/athletes regarding academic eligibility.*
- o Credit Recovery - 10 student/athletes participated in the program with administrators over summer to regain eligibility.*
- o 99% of students athletes met TRHS academic standards for participation.*

# *Action Steps for Goal 3*

- o Incorporation of mandatory study halls for athletes.*
- o Ensure that all coaches have access to and training of PowerSchool in order to monitor the academic progress of their athletes.*

# Progress Goal 3

## Power School Contacts

- o Basketball Boys
- o Basketball Girls
- o Field Hockey
- o Football
- o Skiing
- o Spirit
- o Wrestling
- o Baseball

## Pending – w/Identified bldg contacts

- o Track
- o Softball
- o Tennis
- o Golf
- o Volleyball Boys/Girls
- o Soccer
- o Lacrosse Boys/Girls
- o Cross Country Boys/Girls

## Sports that Need bldg Contacts

- o Hockey
- o Swim

# Goal 4

- o During the 2013-14 school year the Athletic Department will collaborate with the Facilities Committee and the SAU to develop a short term and long term Athletic Facilities Improvement Plan by June 2014.*

# *Action Steps for Goal 4*

- o Meet with coaches and student athletes to develop a comprehensive list of facility needs.*
- o Develop a written plan outlining short and long term improvements to athletic facilities.*

# *Progress Goal 4*

- o Met with Coaches and Athletes and developed a list of needs.*
- o Will communicate and the forward list to the Facilities Committee.*



*Music Department  
Action Plan  
Update*

2013-14

# Goal 1

- o During the 2013-14 school year the TRSD Music Department will conduct an exploration and review of all courses and programs offered in grades 3-12 in order to ensure these courses and programs are delivering the most current pedagogy and content.*

# *Action Steps for Goal 1*

- o A complete review of current music department offerings in grades 6-12.*
- o A complete review of current music department offerings in grades 3-5.*
- o Review with each faculty member their class syllabus and expectations.*

# *Update: Department Offerings 3-12*

## *Ongoing*

- o Through the PLC and department meetings, department offerings were discussed. Discussion centered around consistency of instruction, common terminology and assessment procedures.*

# *Update: Class Syllabus and Class Expectations Complete*

- o All faculty members submitted their course syllabi for approval to the Director. All material was then submitted to the Dean for final approval.*

## *Goal 2*

- o During the 2013-14 School year, the Music Department will explore potential changes in offerings and programs.*

# *Action Steps for Goal 2*

- o Elementary – Explore the implementation of advances performing ensembles for band, orchestra and chorus.*
- o Middle School – Explore the possibility of offering only band, chorus and orchestra for entering sixth grade students.*
- o High School – Explore the possibility of offering advanced credit for students in band, chorus, orchestra and guitar orchestra.*

# *Update: Elementary Ensembles*

## *Ongoing*

- o In discussions with the elementary faculty it was decided to pursue the advanced elementary fourth and fifth band this year.*
- o The band consisted of 45 elementary students from all four elementary schools.*
- o Tuesday evening rehearsals were held at the PAC and the ensemble was directed by John Mainella and Kurt Schweiss.*
- o A final concert will be presented on Tuesday May 27 at the PAC.*

# *Update: Middle School 6th Grade Offerings*

## *Ongoing*

- o Discussions were held with music faculty, members of the guidance department and the MS principal.*
- o No final decision was made and the program will continue in the current format.*

# *Update: High School Program Offerings and Advanced Ensembles Credit*

## *Ongoing*

- o Numerous discussions were held in the PLT meetings. The concept of offering accelerated level ensemble credit was put into the larger context of analyzing credit offerings building-wide.*
- o The suggestion was made that all courses that are being considered for a change in credit status go through the approval and implementation process.*

# *Update: Additional Music Ensemble Classes*

## *Ongoing*

- o Discussions were held with the HS principal and Guidance Department regarding the addition of a Contemporary Music Ensemble (Rock) to the high school curriculum.*
- o During the year, a Rock ensemble was created that met after school and was directed by John Zevos.*
- o This ensemble will present their first performance on May 17 at the PAC.*
- o Discussion will continue with HS administration and the Director of Secondary Curriculum and Instruction to get the necessary approvals for inclusion for the 2015-2016 school year.*

# *Update: Additional Music Ensemble Classes Complete*

- o After investigating the feasibility of a class piano component, it was decided that due to the lack of space available in the PAC, that the addition of a Group piano class will not be possible.*

# Goal 3

- o In the 2013-14 school year there will be a fully articulated and written curriculum for the 3-12 music program.*

# *Action Steps for Goal 3*

- o All music courses from grades 3–12 will be reviewed and revised.*

# *Update: Music Course Curriculum Revision and Update*

- o No discernible progress was made with this goal.*
- o This goal will be pursued during the 2014–2015 school year.*

# Goal 4

- o In the 2013-14 school year, the Music Department staff will seek out professional development opportunities in the areas of SMARTMUSIC, current trends of effective music programs, general pedagogy and curriculum development along with other district initiatives.*

# *Update: Professional Development Opportunities*

## *Complete*

- o With the approval of the professional development coordinator, Deb Armfield, the music department members used the October 13 Professional Development Day to conduct visitations to area schools.*
- o Some of the schools visited were Pinkerton Academy, Plymouth State College, Westbrook HS (ME), Hillside MS, Nashua South HS, Laconia HS and Chelmsford HS (MA).*
- o At the December 5 Professional Development day, faculty discussed their visitations. Additionally, staff members had the opportunity to work cooperatively on either the Finale software program or the SMARTMUSIC software music program.*

# TITLE XV EDUCATION

## CHAPTER 193 PUPILS

### School Attendance

#### Section 193:13

##### **193:13 Suspension and Expulsion of Pupils. –**

I. (a) The superintendent or chief administering officer, or a representative designated in writing by the superintendent, is authorized to suspend pupils from school for a period not to exceed 10 school days for gross misconduct or for neglect or refusal to conform to the reasonable rules of the school.

(b) The school board or a representative designated in writing of the school board is authorized, following a hearing, to continue the suspension of a pupil for a period in excess of 10 school days. The school board's designee may be the superintendent or any other individual, but may not be the individual who suspended the pupil for the first 10 days under subparagraph (a). Any suspension shall be valid throughout the school districts of the state, subject to modification by the superintendent of the school district in which the pupil seeks to enroll.

(c) Any suspension in excess of 10 school days imposed under subparagraph (b) by any person other than the school board is appealable to the school board, provided that the superintendent received such appeal in writing within 10 days after the issuance of the decision being appealed. The school board shall hold a hearing on the appeal, but shall have discretion to hear evidence or to rely upon the record of a hearing conducted under subparagraph (b). The suspension under subparagraph (b) shall be enforced while that appeal is pending, unless the school board stays the suspension while the appeal is pending.

II. Any pupil may be expelled from school by the local school board for gross misconduct, or for neglect or refusal to conform to the reasonable rules of the school, or for an act of theft, destruction, or violence as defined in RSA 193-D:1, or for possession of a pellet or BB gun, rifle, or paint ball gun, and the pupil shall not attend school until restored by the local board. Any expulsion shall be subject to review if requested prior to the start of each school year and further, any parent or guardian has the right to appeal any such expulsion by the local board to the state board of education. Any expulsion shall be valid throughout the school districts of the state.

III. Any pupil who brings or possesses a firearm as defined in section 921 of Title 18 of the United States Code in a safe school zone as defined in RSA 193-D:1 without written authorization from the superintendent or designee shall be expelled from school by the local school board for a period of not less than 12 months.

IV. The local school board shall adopt a policy which allows the superintendent or chief administering officer to modify the expulsion requirements set forth in paragraphs II and III on a case by case basis.

V. Any pupil expelled by a local school board under the provisions of the Gun-Free Schools Act of 1994 shall not be eligible to enroll in another school district in New Hampshire for the period of such expulsion. Nothing in this section shall be construed to prevent the local school district that expelled the student from providing educational services to such students in an alternative setting.

VI. A pupil expelled from school in another state under the provisions of the Gun-Free Schools Act of 1994 shall not be eligible to enroll in a school district in New Hampshire for the period of such expulsion.

VII. For purposes of paragraphs I, II, and III, school board may be either the school board or a subcommittee of the board duly authorized by the school board.

**Source.** RS 73:4. CS 77:4. GS 83:3. GL 91:3. PS 93:3. 1921, 85, III:10. PL 118:12. RL 137:12. RSA 193:13. 1969, 356:5. 1971, 371:6. 1994, 355:2. 1995, 231:1. 1996, 168:1, 2. 1999, 44:2, eff. Jan. 1, 2000.

# TIMBERLANE POLICY COMMITTEE

## FIRST READING

1. **JFAB ADMISSION OF TUITION AND NON-RESIDENT STUDENTS**
  - added language that would include admission of tuitioned foreign students
  - board should also take time to review current grandfather clause and tuition waiver
2. **IGA CURRICULUM DEVELOPMENT**
  - recommended for review by Mr. Mascola
  - Updated NHSBA language incorporated
3. **EBBB ACCIDENT REPORTS**
  - last updated in 2008
  - NHSBA language recommended
4. **EBCB FIRE DRILLS**
  - last updated in 2008
  - recommend incorporating language to reference the law instead of spelling out the law as many times specifics of regulations can change.
  - Law included in packet for reference
5. **EBCC BOMB THREATS**
  - last updated in 2001
  - NHSBA language proposed
6. **ECA BUILDINGS AND GROUND SECURITY**
  - last updated in 2008
  - no new language from NHSBA proposed
  - recommend re-affirming
7. **EEAA VIDEO AND AUDIO SURVEILLANCE ON SCHOOL PROPERTY**
  - last updated in 2008
  - NHSBA language proposed
8. **EEACD BUS VIDEO/AUDIO CAMERA MONITORS**
  - recommend recoding using NHSBA coding system (ECAAF) and updating with NHSBA language
  - changes reviewed and approved by the Transportation Coordinator
9. **JFCCA BUS VIDEO/AUDIO CAMERA MONITORS**
  - recommend repealing and referencing ECAF
  - approved by the Transportation Coordinator
10. **EEAE SCHOOL BUS SAFETY PROGRAM**
  - last updated in 2008
  - NHSBA language proposed
  - changes reviewed and approved by the Transportation Coordinator
11. **EF/EFC FOOD SERVICE MANAGEMENT**
  - last updated in 2008
  - Recode to EF
  - Small revision to include reference to federal rules

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|---|--------------------------|
| <b>Timberlane Regional School District</b>  | <b>Policy Code: JFAB</b> |
| <b>Adopted: 05-21-87</b><br><b>Reaffirmed: 06-06-91</b><br><b>Revised: 05-02-96, 02-24-05</b><br><b>11-03-05, 02-16-07</b><br><b>06-04-09, 10-21-10</b> | <b>Page 1 of 3</b>       |

## ADMISSION OF TUITION AND NON-RESIDENT STUDENTS

### I. Residency

Residency for the purpose of enrollment in the Timberlane Regional School District (hereafter referred to as the District) shall be defined by RSA 193:12. Any student who meets the RSA 193:12 definition of legal resident of this District is entitled to attend school in this District. A student who is not a legal resident of the District may attend school in the District only with the consent of the Superintendent. Disputes regarding residency shall be determined by the relevant laws in effect at the time.

### II. Admission of Non-Resident Students

Individual non-resident students may be considered for admission to the District and only under the following conditions:

1. A resident student who moves from the District during the school year may continue as a non-resident student through the end of the school year. The District of Residence must agree to pay the tuition rate (as calculated in Section III), prorated for the time that they are not legal residents of the District. However, if the resident student moves from the District after March 31, the tuition will be waived.
2. Students from other countries, who are the guests of District residents and participating in a federally recognized education exchange program, may be admitted if space is available. Admitted students will not be charged tuition.
- ~~2.3.~~ *Students from other countries not participating in federally recognized education exchange program may be admitted if space is available. Admitted students shall be charged full tuition. The Timberlane Regional School District will follow Homeland Security guidelines of the federal government standards with regard to all foreign exchange students. Students must meet all of the required standards of the State of New Hampshire and the federal government in order to be accepted into the school district. ESOL instruction shall be the responsibility of the parent or guardian.*
- ~~3.4.~~ Children of non-resident parents, who will be moving into the District during the school year, may be admitted prior to actual establishment of residency, provided a written request and verification of the anticipated date of residency are submitted to and approved by the Superintendent. There must also be an agreement between the District and the student's school district of residence and/or parents or legal guardian regarding payment of tuition (as calculated in Section III), prorated, and special education costs for the period of time that the student is not a resident of the District. Such request shall be supported by appropriate documentation such as a bona fide lease or purchase and sales agreement, properly executed. If the lease or purchase and sales agreement indicate that residency will be established within 60

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school days of the date the student is enrolled, the need for an agreement with District of Residence will be waived. Tuition will also be waived for the 60 days.

4.5. A student who has been identified homeless by the District Homeless Liaison shall be allowed to attend a District school pursuant to Policy JFABD (Admission of Homeless Students).

5.6. Children of non-resident faculty and staff members, who are employed for at least 181 days annually, may be accepted on a space-available basis with a reduction in tuition of \$10,000. Applications may be made in writing to the Superintendent of Schools; the date of receipt of the application will determine eligibility in instances where space is restricted.

In the above ~~five~~ six circumstances, admission may be denied to any non-resident student who has been suspended or expelled, or involved in suspension or expulsion proceedings, in another district or whose behavior while a student in the District has had, in the sole judgment of the Superintendent, a negative impact on the resident students of the District. The decision to admit each non-resident student shall be made annually by the Superintendent and the decision of the Superintendent shall be final.

### III. Tuition of Non-Resident Students

~~For the purpose of determining t~~The tuition rate, ~~the cost per pupil as reported on the MS 25/DOE-25 will be used~~ will be approved by the School Board. A signed tuition confirmation letter, approved by the Superintendent, shall be on file in the SAU 55 office prior to attendance. Tuition, where applicable, shall be prepaid in monthly or quarterly payments, or if appropriate, through payroll deduction. Tuition shall not be reimbursed if the student leaves the District, voluntarily or involuntarily, during the period for which payment has already been made. Failure to pay tuition as due shall be grounds for revoking the admission of non-resident tuition students. Section IV below outlines limited special circumstances under which tuition may be waived.

### IV. Responsibility for Services not Included in the Calculation of Tuition Rate

The District will not provide transportation to any non-resident student. NH State Law guides the District's view of the responsibility for the provisions of special education services as provided in RSA 186-C. The District's decision on whether to enroll a non-resident student will not be based, in whole or in part, on whether that student is a student with a disability, as defined by applicable state or federal law. Section V and VI below outline limited special circumstances under which this Section IV requirement for an agreement with the district of residence may be waived.

### V. Tuition Agreements with other School Districts

|  |                                 |
|--|---------------------------------|
| <p><b>Timberlane Regional School District</b></p>  | <p><b>Policy Code: JFAB</b></p> |
| <p><b>Adopted: 05-21-87</b><br/> <b>Reaffirmed: 06-06-91</b><br/> <b>Revised: 05-02-96, 02-24-05</b><br/> <b>11-03-05, 02-16-07</b><br/> <b>06-04-09, 10-21-10</b></p> | <p><b>Page 3 of 3</b></p>       |

The District may enter into one or more agreements with other school districts or agencies for the admission of non-resident students with payment of tuition by the sending district or agency. The admission of such students under these circumstances shall be governed by the terms of said agreements.

**VI. Other Situations**

Families who are enrolled as non-resident students at the time of the adoption of this policy will be “grandfathered” and allowed to continue attendance until they have completed their education in this District. However, the Superintendent may discontinue a student’s attendance based upon the existence of disciplinary issues.

It is not possible to anticipate all situations that may arise, thus, notwithstanding any provisions of this policy, the Timberlane Regional School District reserves the right to charge tuition or to deny admission to any non-resident student. The Timberlane Regional School District also reserves the right to admit non-resident students and waive tuition in situations not discussed in this policy.

**Legal References:**

- RSA 193:12 Legal Residence Required*
- RSA 186-C:7 Individual Education Plans*
- RSA 186-C:13 Liability for Expenses*
- Individuals with Disabilities Education Act*
- Section 504 of the Rehabilitation Act of 1973*
- Americans with Disabilities Act*

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|---|--------------------------------|
| <p><b>Timberlane Regional School District</b></p>   | <p><b>Policy Code: IGA</b></p> |
| <p><b>Adopted: 06-16-83</b><br/> <b>Revised: 05-02-91</b><br/> <b>Revised: 06-18-09</b></p> | <p><b>Page 1 of 1</b></p>      |

## CURRICULUM DEVELOPMENT

~~Curriculum is a written document, aligned with the school-wide learning expectations, that prescribes content, integrates relevant school-wide expectations, includes course-specific learning goals, suggests instructional strategies, suggests assessment techniques including the use of school-wide rubrics and suggests a time frame. The curriculum engages students in inquiry, problem solving, and higher order thinking, and provides opportunities for authentic application of knowledge and skills.~~

~~The Board will encourage and support the professional staff in its efforts to investigate new curricular ideas, develop and improve programs, and evaluate results.~~

The ~~Directors of Elementary and Secondary Education~~*Superintendent* will spearhead curriculum development for the school system. The ~~Directors of Elementary and Secondary Education~~*Superintendent* will establish curriculum committees for the study of curriculum improvements, including the selection of new instructional materials, as found necessary and desirable.

~~The School Board will make final decisions on curriculum changes.~~ The Superintendent will submit to the Board recommendations developed by the curriculum committees and the professional staff with the approval of the Curriculum and Assessment Committee. ~~The Board, in reviewing and evaluating curriculum recommendations, may solicit community opinion.~~ Recommendations will be submitted to the Board for its consideration and adoption.

~~All teachers have professional obligations to the school program beyond regular classroom duties, and these obligations include work on curriculum committees. It is expected that all teachers will make contributions to curriculum development.~~

**Legal Reference:**

*NH Code of Administrative Rules, Section Ed. 302.02(f), Substantive Duties of Superintendents*  
*NH Code of Administrative Rules, Section Ed. 303.01(g), Substantive Duties of School Boards*

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|---|--------------------------|
| <b>Timberlane Regional School District</b>  | <b>Policy Code: EBBB</b> |
| <b>Adopted: 01-01-83</b><br><b>Reaffirmed: 02-07-91</b><br><b>Revised: 10-07-99</b><br><b>Revised: 04-03-08</b> | <b>Page 1 of 2</b>       |

## ACCIDENT/INJURY/INCIDENT REPORTS

*In the event of an accident on school grounds, the school district employee who witnessed or first responded to the accident must fill out an accident form within 24 hours of the accident. Such form must then be filed with the Principal.*

*If the accident involves the services of a physician and/or is likely to result in an insurance claim, two accident reports are to be prepared: one copy filed at the school office and one copy given to the District's insurance agent. If the incident is not one involving a physician and is unlikely to be an insurance case, it will be sufficient to prepare one copy to be filed at the school.*

*The procedures for accidents and accident reporting are to be reviewed in September by the Principal in association with school district staff of each school.*

**Legal References:**

*RSA 200, Health and Sanitation*

*N.H. Code of Administrative Rules, Section Ed 306.12, School Health Services*

*N.H. Code of Administrative Rules, Section Ed 311, School Health Services*

~~In case of accident/injury/incident, the responsible party (supervising adult) must fill out an accident/injury/incident form the day of any accident/injury/incident that involves the student, staff, or visitor.~~

~~The procedures for accidents/injuries/incidents and accident/injury/incident reporting are to be reviewed at the start of each school year by the Principals and the staffs of each school.~~

~~All accidents/injuries/incidents judged to be other than minor require an accident/injury/incident report to be filled out by the responsible party (supervising adult) and filed with the Principal and the School Nurse within 24 hours of the accident/injury/incident. If the accident/injury/incident involves the services of a physician and/or is likely to result in an insurance claim, a copy of said report will be forwarded to the TRSD Business Administrator. If the accident/injury/incident is not one involving a physician's care and is unlikely to be an insurance case, it will be sufficient to prepare one copy to be filed with the School Nurse. In all cases in which the School Nurse provides the care, documentation will be made on the individual student's health record.~~

~~If the accident/injury/incident is one involving the use of an Automated External Defibrillator (AED), the School Nurse, or his/her designee, shall report all instances of the AED use with the New Hampshire Department of Safety. See incident report forms at [www.state.nh.us/safety/ems/aed\\_public\\_registry\\_packet.pdf](http://www.state.nh.us/safety/ems/aed_public_registry_packet.pdf)~~

*See also policies EBBC & JLCE*

|   |                          |
|---|--------------------------|
| <b>Timberlane Regional School District</b>  | <b>Policy Code: EBBB</b> |
| <b>Adopted: 01-01-83</b><br><b>Reaffirmed: 02-07-91</b><br><b>Revised: 10-07-99</b><br><b>Revised: 04-03-08</b> | <b>Page 2 of 2</b>       |

**Legal Reference:**

*NH Code of Administrative Rules – Section Ed. 306.12(b)(1), School Health Services*

**Appendix EBBB-R**  
**EBBB-X**

|   |                                 |
|---|---------------------------------|
| <p><b>Timberlane Regional School District</b></p>   | <p><b>Policy Code: EBCB</b></p> |
| <p><b>Adopted: 01-01-83</b><br/> <b>Revised: 02-07-91</b><br/> <b>Revised: 06-19-08</b></p> | <p><b>Page 1 of 1</b></p>       |

**FIRE DRILLS**

Fire drills will be scheduled by the building principal *or designee*. Fire Drills *and their frequency shall should* be conducted ~~at least once per month while school is in session per state law. Exceptions to the frequency of such drills may be granted pursuant to state law.~~

The purpose of a fire drill is to train students, under staff direction, to move safely, quickly, and quietly from any location within the building to an assigned evacuation area outside. The building principal *or designee* is responsible for creating fire drill routes and procedures, and for maintaining all documentation relative to fire drills.

**Legal Reference:**

*NH Code of Administrative Rules, Section SAF-C 6008.04, 6008.05, State Fire Code, Building Safety*

***Appendix: EBCB-R***

**EBCB - FIRE DRILLS**

Saf-C 6008.05 Modifications to Life Safety Code.

(a) Section 14.7.2.3 and Section 15.7.2.3 of NFPA 101 shall be amended to read as follows:

“Emergency egress and relocation drills shall be conducted as follows:

(1) At least one emergency egress and relocation drill shall be conducted every month the facility is in session, including summer school;

a. Exception No. 1: In climates where the weather is severe, the monthly emergency egress and relocation drills shall be permitted to be deferred provided that the required number of emergency egress and relocation drills is achieved and at least 4 are conducted before the drills are deferred; and

b. Exception No.2: With the approval of the local fire official and in concert with RSA 189:64, no more than 2 of the required emergency egress and relocation drills may be eliminated and replaced by drills that test emergency response to hazards such as earthquakes, hurricanes, floods, bomb threats, and domestic terrorism. No required emergency egress and relocation drills shall be replaced by hazard drills unless an emergency response plan is submitted to the local fire official and the New Hampshire Office of Emergency Management;

(2) All occupants of the building shall participate in the drill; and

(3) One additional emergency egress and relocation drill, other than for educational occupancies that are open on a year-round basis, shall be required within the first 30 days of operation”.

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| <b>Timberlane Regional School District</b>   | <b>Policy Code: EBCC</b> |
| <b>Adopted: 01-01-83</b><br><b>Revised: 02-07-91</b><br><b>Revised: 10-07-99</b><br><b>Revised: 09-20-01</b> | <b>Page 1 of 2</b>       |

## BOMB THREATS

*The Board recognizes that bomb threats are a significant concern to the schools. Whether the threat is real or a hoax, a bomb threat represents a potential danger to the safety and welfare of students, staff, and school property.*

*No person shall make or communicate, by any means, a threat that a bomb has been or will be placed on school premises.*

*Any bomb threat will be regarded as a serious matter and will be treated accordingly. In the event a bomb threat is made, the following procedures shall be followed:*

- 1. The Superintendent or his/her designee shall call for an immediate evacuation of school buildings.*
- 2. Simultaneously, local law enforcement authorities shall be notified.*
- 3. An investigation of the threat should be made by local law enforcement authorities or applicable state department.*

*Any decision to re-enter the school or buildings will be made by the Superintendent, or designee, and only after such clearance has been given by the appropriate law enforcement agency.*

*Making a bomb threat is a crime. As such, any person found to have made a bomb threat will be subject to arrest and prosecution according to law. Any student suspected of making a bomb threat will be reported to law enforcement authorities for investigation and possible prosecution. Apart from any penalty imposed by law, and without regard to the existence or status of criminal charges, a student who makes a bomb threat shall be subject to disciplinary action, in accordance with applicable Board policy.*

**Legal References:**

*RSA 158:9, Possession of Explosives*

*RSA 644, Breaches of the Peace and Related Offenses*

~~In the event of a call or notice to the effect that a bomb has been placed in a school or any other building or establishment, the following procedures are required:~~

- ~~1. Immediately after receiving the call, the principal should be notified. The person receiving the call must write down what was said, and any other information on standardized FBI forms (to be kept near each main telephone).~~

~~The overall safety of all students will be the underlying basis for all decisions. Normally the building will be evacuated.~~

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| <b>Timberlane Regional School District</b>   | <b>Policy Code: EBCC</b> |
| <b>Adopted: 01-01-83</b><br><b>Revised: 02-07-91</b><br><b>Revised: 10-07-99</b><br><b>Revised: 09-20-01</b> | <b>Page 2 of 2</b>       |

- ~~2. If the call was not received originally by the Fire and Police Departments, immediate notification is required. Both departments should respond.~~
- ~~3. A search of the building or premises should be conducted under the direction of the senior officer present from either protective department. All officers, fire fighters, and custodians of the building should assist in the search.~~
- ~~4. If a thorough search has been conducted and nothing found, the chief administrative officer of the school or building should be notified by the senior member of the local protective department that re-entry will be permitted.~~
- ~~5. Investigation of the incident should be made by appropriate police authorities.~~
- ~~6. School principals shall notify the local telephone company.~~

~~Any decision concerning the dismissal of school pupils and subsequent action after the above procedures have been followed is the prerogative of the Superintendent.~~

~~Persons calling in "Bomb Scares" and/or false fire alarms will be subject to conviction by the courts and suspension from school pending School Board action.~~

*Appendix EBCC-X*

|   |                                |
|---|--------------------------------|
| <p><b>Timberlane Regional School District</b></p>   | <p><b>Policy Code: ECA</b></p> |
| <p><b>Adopted: 09-15-83</b><br/> <b>Revised: 02-07-91</b><br/> <b>Revised: 10-16-08</b></p> | <p><b>Page 1 of 1</b></p>      |

**BUILDING AND GROUNDS SECURITY**

The Board will cooperate closely with local law enforcement and fire departments, and with insurance company inspectors.

Records and funds will be kept in a safe, locked location.

Access to school buildings and grounds outside of regular school hours will be limited to school personnel whose work requires it. An adequate key control system will be established to limit access to buildings to authorized personnel.

School buildings will be closed and locked after the last school activity has concluded each day.

A building being used by an authorized school or community group in the evening or on non-school days, will be opened for such activity and secured again after its conclusion.

A school district employee must be on school grounds during the course of the activity. Only a school district employee will be allowed to open and close the school in the event of such an activity.

Classroom windows and doors are to be locked when the teachers leave the building.

In addition to this policy, the Superintendent is charged with establishing further safety and security provisions as may be necessary.

The building principal is responsible for enforcing this policy.

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| <b>Timberlane Regional School District</b> | <b>Policy Code: EEAA</b> |
| <b>Adopted: 10-16-08</b>                   | <b>Page 1 of 1</b>       |

## **VIDEO AND AUDIO SURVEILLANCE ON SCHOOL PROPERTY**

The Board authorizes the use of video and/or audio surveillance devices on District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property and to safeguard District buildings, grounds, and equipment. The superintendent will approve appropriate locations for surveillance devices.

Placement of the video cameras will be based on the presumption and belief that students, staff and visitors have no reasonable expectation of privacy in areas or at events that occur in plain view. *However, such devices are not to be placed in bathrooms or locker rooms.*

Signs will be posted on school buildings to notify students, staff and visitors that video cameras may be in use. Parents and students will also be notified through the student handbook.

Students will be responsible for any violations of school rules recorded by video and/or audio surveillance devices.

The district will retain ~~copies of~~ video recordings until they are erased, which may be accomplished by either deletion or copying over with a new recording.

Videos containing evidence of a violation of student conduct rules and/or state or federal law will be retained until the issue of the misconduct is no longer subject to review or appeal as determined by board policy or applicable law. Any release or viewing of the video will be in accordance with the law.

*In the event an audio or video recording is used as part of a student discipline proceeding, such video may become part of a student's education record. If an audio or video recording does become part of a student's education record, the provisions of Policy JRA shall apply.*

*The Superintendent is authorized to contact the District's attorney for a full legal opinion relative in the event of such an occurrence.*

~~Recordings of video and/or audio surveillance devices may be reviewed by District personnel for discipline and evaluation purposes. If disciplinary action is taken as a result of the recordings of video and/or audio surveillance devices, the parent/guardian of the student may request to view the recordings of the video and/or audio surveillance devices with the Building Principal or Superintendent.~~

~~Video recordings may become a part of a student's educational record or a staff member's personnel record. The district will comply with all applicable laws related to record maintenance and retention.~~

See also policies EEA, EEAE, EEAE & JICC

**Legal References:**

20 U.S.C. Family Educational Rights and Privacy Act (FERPA)

34 C.F.R. 99, Family Educational Rights and Privacy Act Regulations

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|--|---|
| <b>Timberlane Regional School District</b>   | <b>Policy Code: <del>EEACD-ECAF</del></b> |
| <b>Adopted: 10-06-94</b><br><b>Revised: 05-20-99</b><br><b>Revised: 02-24-05</b><br><b>Revised: 10-05-06</b> | <b>Page 1 of 1</b>                        |

**~~AUDIO AND VIDEO SURVEILLANCE ON SCHOOL BUSES BUS VIDEO/AUDIO CAMERA MONITORS~~**

*Video cameras may be used on school buses to monitor student behavior. Audio recordings in conjunction with video recordings may also be captured on school buses, in accordance with the provisions of RSA 570-A:2.*

*Notification of such recordings is hereby established in this policy and in Policy JICK – Pupil Safety and Violence Prevention. The Superintendent or his/her designee will ensure that there is a sign prominently displayed on the school buses informing the occupants of the school buses that such video and audio recordings are occurring.*

*The Superintendent is charged with establishing administrative procedures to address the length of time, which the recording is retained, ownership of the recording, limitations on who may view and listen to the recording, and provisions for erasing or destroying the recordings.*

*Recordings may be viewed only by the following persons and only after expressly authorized by the Superintendent:*

- *Superintendent or designee*
- *Business Administrator*
- *Building Administrator*
- *Law Enforcement Officers*
- *Transportation Contractor Official*

*In the event an audio or video recording is used as part of a student discipline proceeding, such video may become part of a student’s education record. If an audio or video recording does become part of a student’s education record, the provisions of Policy JRA shall apply.*

*The Superintendent is authorized to contact the District’s attorney for a full legal opinion relative in the event of such an occurrence.*

**Legal References:**

*RSA 570-A:2, Capture of Audio Recordings on School Buses Allowed*

~~The Timberlane Regional School District views safety to be the most important aspect of its transportation program. To this end, cameras with video and audio recordings may be installed on the buses to promote desired student behavior and to permit the driver to concentrate more of his/her attention on the safe operation of the bus.~~

~~The following procedure shall be used regarding these cameras:~~

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| <b>Timberlane Regional School District</b>   | <b>Policy Code: <del>EEACD-ECAF</del></b> |
| <b>Adopted: 10-06-94</b><br><b>Revised: 05-20-99</b><br><b>Revised: 02-24-05</b><br><b>Revised: 10-05-06</b> | <b>Page 1 of 1</b>                        |

~~All footage will be considered confidential and is to be viewed only on an “as needed” basis by the administration and parents and other persons designated by the administration to serve as an aid in determining and redressing inappropriate behavior.~~

~~Tapes not necessary for ensuring appropriate discipline will be recycled within ten (10) days. Tapes also may be kept longer if so ordered by a court.~~

~~The driver is responsible to maintain control of the bus and will continue to intervene anytime a student’s behavior threatens his/her safety and/or the safety of other students.~~

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| <p><b>Timberlane Regional School District</b></p>   | <p><b>Policy Code: JFCCA</b></p>                |
| <p><b>Adopted: 10-06-94</b><br/> <b>Revised: 05-20-99</b><br/> <b>Revised: 02-24-05</b><br/> <b>Revised: 10-05-06</b></p> | <p><b>—Page 1 of</b><br/> <b>1 REPEALED</b></p> |

**BUS VIDEO/AUDIO CAMERA MONITORS**

~~The Timberlane Regional School District views safety to be the most important aspect of its transportation program. To this end, cameras with video and audio recordings may be installed on the buses to promote desired student behavior and to permit the driver to concentrate more of his/her attention on the safe operation of the bus.~~

~~The following procedure shall be used regarding these cameras:~~

- ~~1. All footage will be considered confidential and is to be viewed only on an “as needed” basis by the administration and parents and other persons designated by the administration to serve as an aid in determining and redressing inappropriate behavior.~~
- ~~2. Tapes not necessary for ensuring appropriate discipline will be recycled within ten (10) days. Tapes also may be kept longer if so ordered by a court.~~
- ~~3. The driver is responsible to maintain control of the bus and will continue to intervene anytime a student’s behavior threatens his/her safety and/or the safety of other students.~~

~~See also policy EEACD. This policy was repealed by the Timberlane Regional School Board on \_\_\_\_\_.~~ See Policy ECAF VIDEO AND SURVEILLANCE ON SCHOOL BUSES

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|--|--------------------------|
| <b>Timberlane Regional School District</b>           | <b>Policy Code: EEAE</b> |
| <b>Adopted: 09-20-01</b><br><b>Amended: 10-16-08</b> | <b>Page 1 of 1</b>       |

## SCHOOL BUS SAFETY PROGRAM

The safety and welfare of student riders will be the first consideration in all matters pertaining to transportation. Safety precautions will include the following:

1. Children will be instructed as to the proper procedure for boarding and exiting from a school bus and in proper and safe conduct while aboard.
2. Emergency evacuation drills will be conducted at least two times a year (Oct.-May) to acquaint student riders with procedures in emergency situations.
3. All vehicles used to transport children will be inspected on a regular schedule to see that they meet applicable safety regulations.
4. All drivers will be screened before employment for physical condition, proper license, and experience. The prior driving record of each driver will be checked for drug and alcohol or other convictions and a criminal records check must also be completed.
5. The board authorizes use of video and/or audio surveillance on school buses to ensure the health, welfare, and safety of all students while riding on school buses. Use of such surveillance will be in accordance with policy *ECAF, Audio and Video Surveillance on School Buses. EEACD, Bus Video/Audio Camera Monitors.*
6. *In the event an audio or video recording is used as part of a student discipline proceeding, such video may become part of a student's education record. If an audio or video recording does become part of a student's education record, the provisions of Policy JRA shall apply. The Superintendent is authorized to contact the District's attorney for a full legal opinion relative in the event of such an occurrence.*
7. The School District or independent contractor will comply with all state and federal laws and regulations pertaining to the operation of school buses and will make these requirements known to bus drivers. It will also cooperate with local safety officials in formulating and accomplishing its school bus safety program.

**Legal Reference:**

*20 U.S.C. §1232g, Family Educational Rights and Privacy Act*  
*RSA 189:6a, School Bus Safety*  
*RSA 200:40, Emergency Care*  
*RSA 570-A:2, Interception and Disclosure of Telecommunication or Oral Communications Prohibited*

|   |                                       |
|---|---------------------------------------|
| <b>Timberlane Regional School District</b>  | <b>Policy Code: EF/<del>EFC</del></b> |
| <b>Adopted: 01-01-83</b><br><b>Reaffirmed: 02-07-91</b><br><b>Revised: 04-03-08</b> | <b>Page 1 of 1</b>                    |

## FOOD SERVICES MANAGEMENT

All food service personnel will be directly responsible to the Food Service Manager and ultimately responsible to the building principal, Superintendent, or designee.

The Food Service Manager is responsible for the planning and preparation of food served in the food service program, *and* -ensuring full compliance with the State of New Hampshire's *and federal education*—rules and regulations. All food will comply with the nutrition standards as set forth by the school wellness program.

The Food Service Manager will supervise the ordering of supplies and the keeping of accurate records of financial transactions connected with the food service program, as well as the preparation all records and reports as required.

The Food Service Manager will be certified by a NH Department of Education approved program.

All food service employees shall, within their first year of employment, obtain a certificate of completion for an approved sanitation course.

The Food Service Manager will make recommendations to the building principal, the Superintendent, or designee concerning personnel and operational matters related to the food service program.

See also policy JLCF.

**Legal References:**

- RSA 189:11-a*
- NH Code of Administrative Rules, Section Ed. 306.11*
- Section 204 of Public Law 108-265*