

# TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

THURSDAY, MAY 8, 2014

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

The Board will conduct a Legislator's Forum from 7-7:30 pm.

*The purpose of this forum is to discuss pertinent educational topics with district legislative representatives.*

1. **Call to Order – Chair**
2. **Roll Call – Clerk**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
  - a. April 17<sup>th</sup> Meeting
5. **Delegations or Individuals**
6. **Current Business**
  - a. Eagle Scout Project – ACTION (10 minutes)
  - b. German Exchange Program – ACTION (10 minutes)
  - c. Driver's Education Program – ACTION (20 minutes)
  - d. Project Lead the Way – ACTION (20 minutes)
  - e. Annual Food Service Contract Review – ACTION (30 minutes)
  - f. Policies – ACTION (10 minutes)
  - g. School Board Goals – ACTION (20 minutes)
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
May 12	Training Session	SAU	7:00 PM
May 13	SAU Board Meeting	SAU	7:00 PM
May 21	SAU Board Meeting	SAU	7:00 PM
May 22	Regular Meeting	SAU	7:30 PM
June 5	Regular Meeting	Atkinson Academy	7:30 PM
June 19	Regular Meeting	SAU	7:30 PM

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

## **ADMINISTRATOR'S REPORT**

*Administrator's Report for May 8, 2014 School Board Meeting*

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

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

**One set:** *April 17<sup>th</sup> session.*

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

### **6. CURRENT BUSINESS**

#### **a. Eagle Scout Project – 10 minutes**

*Eagle Scout Andrew Kerman from Atkinson to present Eagle Scout project to improve the kindergarten play area at Atkinson Academy. Jim Hughes will provide oversight of this plan. See policy KHC and procedure KHC-R. ACTION*

#### **b. German Exchange Program – 10 minutes**

*German Teacher Doug Madsen to present details of German Exchange program and seek permission for students to go to Germany. See policy IJOA. ACTION*

#### **c. Driver's Education Program – 20 minutes**

*Mr. Stokinger and Mr. Strainge to present information and options regarding the driver's ed program at the high school. ACTION*

#### **d. Project Lead the Way – 20 minutes**

*The board to discuss whether or not to enter into a new contract with PLTW. Contract negotiation is at an impasse. Mark Pedersen will be available to answer questions about the program. ACTION.*

#### **e. Annual Food Service Contract Review – 30 minutes**

*Mr. Stokinger and Dr. Metzler to provide financials and information relative to reviewing the Whitson food service contract. They will make recommendation to board regarding the 2014-15 school year. ACTION*

#### **f. Policies – 20 minutes**

*Michael Mascola to present 12 policies for second reading and adoption. ACTION*

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

*The board to finalize and adopt school board goals for the 2014-15 school year. INFORMATIONAL*

### **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**

## 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>May 22, 2014</b>	
Winter Sports Acknowledgements	
Swim Coach Acknowledgment	<i>Eagle Tribune Swim Coach of the Year</i>
Freshman Academy Update	<i>Mary Widman</i>
Action Plan Presentations	<i>Middle and High school programs</i>
Tuition Rates/Requests for 2014-15	
Federal Funding Authorization	
Suspension Authorization	
Policies	<i>First Reading</i>

<b>June 5, 2014 – ATKINSON ACADEMY</b>	
Policies	<i>Second Reading</i>
Action Plan Presentations	<i>Elementary Schools</i>

<b>June 19, 2014 – ATKINSON ACADEMY</b>	
District Action Plan	
Competency Education Continuum	<i>Discussion</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>

# What will be done

- \* I will be installing an area for a kindergarten playground. Next year the school is moving to full day kindergarten and a playground specifically for the kindergarteners is needed. The area will have a four foot high picket fence to separate the kindergarteners from the other kids and keep them in the area. The new area will also be leveled with dirt and mulch will be spread on top.

# Location



# Location



# The Fence

- \* The Fence will be approximately 60 yards long.
- \* It will be 4 feet tall.
- \* It will be built in 8 foot sections with posts placed 1 foot into the ground.



# Estimated Cost

- \* 18.75 cubic yards of mulch \$553
- \* Estimated cost of the fence \$580
- \* Total estimated cost \$1133



**United States Department of State**

*Bureau of Educational and Cultural Affairs  
Washington, D.C. 20522*

*www.state.gov*

August 31, 2012

The U.S. Department of State's Bureau of Educational and Cultural Affairs is pleased to acknowledge the 40<sup>th</sup> Anniversary of the German-American Partnership Program.

With more than 700 active school partnerships throughout Germany and the United States, GAPP is the central youth exchange link between American and German secondary school students. In fact, the program is responsible for close to two-thirds of all secondary school-aged Americans who participate in exchanges with Germany. Each year more than 5000 American students and teachers visit their partners in Germany and 8000 German students and teachers are hosted by American families and schools, making the program one of the largest and most important people-to-people connections between the United States and Germany.

U.S. Government support of the program began in the mid-1980s as part of the President's International Youth Exchange Initiative and today in 2012, the program continues to hold high priority and is regarded as one of the most successful bilateral programs between the governments of the United States and Germany.

For forty years the German-American Partnership Program, GAPP, has fostered the study of the German and English languages, engaged students in a broad range of thematic topics, increased intercultural awareness and understanding among German and American youth, and forged thousands of long-term friendships.

Congratulations! We look forward to our continued partnership with the GAPP program.

A handwritten signature in cursive script that reads "Amy Forest".

Amy Forest  
Branch Chief, Youth Programs Division  
Office of Citizen Exchanges  
Bureau of Educational and Cultural Affairs

## **The German-American Partnership Exchange**

Have you ever studied abroad or wanted to? Most GAPP exchange participants past or present will attest that the experience of going on an exchange is a **once-in-a-lifetime opportunity to enrich their academic career by learning about other cultures and their own.**

Students who enter into a GAPP-exchange **return with a knowledge and an understanding of other walks of life that will shape their entire future.** GAPP is proud to work with these open-minded young students who are interested in intercultural dialogue and want to broaden their views within the framework of an educational exchange. The German American Partnership Program (GAPP) is a non-profit high school exchange program between schools in Germany and the United States, sponsored by the German Foreign Office and by the US Department of State.

The main objective of the GAPP Exchange Program is the integration of students into the everyday life of host families and into the classroom activities of host schools to provide them with a coherent intercultural experience.

Since its inception in 1972, the German American Partnership Program (GAPP) has developed into **the most successful short-term exchange program between the United States and Germany.**

GAPP was greatly expanded in 1982 and 1983. As a result of financial participation from the American as well as from the German side, the program received a stimulus which has been sustained to this very day. **The number of school partnerships has increased** from 150 in the early days **to almost 800 today.** Up to now, more than 300,000 students have participated in GAPP.

### **Top Objectives**

The Program has been designed to achieve the following goals:

- **The establishment of a long-lasting interest in the partner country and the deepening of the relations between Germany and the USA**
  - **Promotion of German language studies at high schools in the USA**
  - **Expanding students' and teachers' knowledge of the partner country**
  - **Intercultural encounters of participants**
  - **Acquisition and improvement of proficiency in the target language**
- Continuing education for exchange coordinators Schools.**

## **Exchange Modus**

**Exchanges take place annually or every other year and need to be planned as reciprocal events.**

Each implementation of a reciprocal exchange must incorporate a specific theme the schools have agreed upon. This theme may be the basis of a more elaborate project for which additional funds are available upon application.

The recommended group size is 10 to 20 students. Visiting students and host students should be around the same age.

## **Testimonials:**

*"The German American Partnership Program has had a tremendous impact on students, families and the community of Ventura. The successful exchange program has resulted in the integration of students into the everyday lives of their host families, as well as schools and classrooms. The offering of German language classes at Buena High School has ultimately led to an established partnership between two countries and is assisting students to form lifelong friendships. GAPP is building bridges between two countries."*

Dr. Trudy Tuttle-Arriaga, Superintendent for the Ventura Unified School District, Ventura, CA

*"This trip has been so fulfilling, it will influence the rest of my life. I hope for anyone in the future who participates in an exchange that they will enjoy it, even half as much as I did, learn as much, and grow as a person. One day, when I have children, I will encourage them to take part in these trips so they can marvel at history, make new friends, and learn as much as I did."*

Josh Hopkins, Student at Mount Crest High School, Hyrum, UT

*"The benefits the students receive include three weeks in Germany living with a host family and getting inside the German culture in ways no tour could ever provide. They also learn German for more effectively than in a classroom. They also grow as world citizens, their understanding of humanity broadened, and their cultural sensitivities increased."*

Jonathan Metzler, Teacher at Lancaster Mennonite High School, PA

*"The most successful aspects of our stay were the connections made with German families and the vast amount of places we were able to visit. I have had extremely positive feedback from the US-families – 'life-changing experience' and 'the best experience of his life'."*

Barbara Miceli, Teacher at Burr and Burton Academy, VT



## GAPP 20 14 Field Trip and Activity Itinerary

- Sat., June 14, 2014: Day 1:  
Depart Logan w/ Lufthansa (Flt 421/10:20pm); *Arrive 3 hours before flight!*  
Terminal E International Terminal (Departures)
- Sun., June 15, 2014: Day 2:  
Arrive Frankfurt, Germany (11:20CET)  
Depart Frankfurt for Leipzig (Lufthansa FLT 158/1:15PM)  
Arrive Leipzig, Germany (2:10PM)  
**\*Students meet host families and get settled in**
- Mon., June 16, 2014: Day 3:  
**Homeroom**  
7:30-@12:30pm; *students bring snack and lunch packed by host parent; students stay with their partners in class (shadow their partners)/normal school day*
- \*\*NOTE: I will be working with Herr Ecker and Herr Pisch to see what courses are available to our students to visit based on interest, and then schedule them. More to come on this.**
- Tue., June 17, 2014: Day 4:  
Homeroom 1<sup>st</sup> block; meet at 9:30am at go on **Droyssig SchloB und Bären Tour** 9am-10:30am w/ Herr Kositzsch;  
shadow partners rem. Of school day
- Wed., June 18, 2014: Day 5:  
**Dresden** – all day field trip to the Saxon capital city, incl. Elbe River steamship tour
- Thu., June 19, 2014: Day 6:  
Homeroom & shadow partners/normal school day
- Fri., June 20, 2014: Day 7:  
Homeroom 1<sup>st</sup> block; shadow partners; **Welcome Grillfest** in school courtyard after school
- Sat./Sun. June 21-22, 2014: Days 8 and 9:  
Free Weekend with Host Families
- Mon., June 23rd : Day 10  
normal school day; homeroom & shadow partners
- Tue., June 24<sup>th</sup>, 2014 Day 11: **All-day excursion to Leipzig; US Consulate visit**

Wed., June 25th, 2014:	Day 13: homeroom & shadow partners; normal school day
Thu., June 26, 2014- Mon., June 30th, 2014:	Days 14 - 17: <b>Krakow, Poland Excursion;</b> Coach Bus to Krakow, Poland; 4-day excursion includes the excursion to Auschwitz-Birkenau, tours of Krakow, Upper Silesia and surrounding points of interest
Tue., July 1st, 2014:	Day 18: School; Homeroom 1 <sup>st</sup> block; normal school day experience
<b>*Note: We will be preparing presentations for German English classes (Power Points, etc.)</b>	
Thu., July 3th, 2014:	Day 19: 2-day Berlin excursion (train to Berlin early am) Mon/Tue: Berlin city visit/tour Overnight Mon. in Berlin City Hostel; Return via train Fri. Evening @8pm
Fri., July 4 <sup>th</sup> , 2014:	Day 20: (see above)
Sat., July 5th – Sun., July 6th ' 2014:	Days 21 and 22: Free Weekend Day with Host families
Mon., July 7 <sup>th</sup> , 2014:	Day 23: School; Homeroom 1 <sup>st</sup> block; normal school day experience
Tue., July 8 <sup>th</sup> , 2014:	Day 24: Meet at Zeitz railway station early am; train to <b>Salzburg, Austria</b> Arrival Day: get settled in; eve. Orientation Walk
Wed., July 9 <sup>th</sup> , 2014:	Day 25: <b>City Tour (Altstadt, Festung, and SchloB Hellbrunn)</b>
Thu., Jul. 10th, 2014:	Day 26: <b>Berchtesgaden (Altstadt, Obersalzberg; Eagle's Nest)</b>
Fri., Jul. 11th, 2014:	Day 27: <b>Choice: Munich excursion or Königssee Excursion; free time in Salzburg in the evening</b>
Sat., Jul. 12 <sup>th</sup> , 2014:	Day 28: <b>Home to Boston via Munich</b> Lufthansa FLT 424/3:40PM CET) Arrive Boston at 6:20pm EST



German-American Partnership Program  
Code of Conduct and General Liability Form



All minors travelling with the German-American Partnership Program Exchange as well as their parent(s) or legal guardian(s) must read and agree to the following code of conduct. In addition, this form must be notarized. This is a binding, legal document.

As a member of the German-American Partnership Program Exchange, I understand that I represent my family, community and country as an ambassador while travelling abroad. I understand that my conduct as a United States citizen will be exemplary, and that any violation of this level of conduct will result in my immediate expulsion from the exchange trip and my being sent home at my own expense. I understand that this is a Timberlane Regional School District sponsored trip, and is therefore liable for any violations of school policy I commit while on the exchange. I therefore agree to the following rules of behavior and conduct while on the exchange.

1. I will not at any time while on the exchange consume alcoholic beverages and/or consume/use illegal narcotics.
2. I will not at any time while on the exchange use tobacco products.
3. I will abide by the rules of behavior set down by Mr. Douglas M. Madsen while on the exchange. I agree to be compliant with any and all directives issued by Mr. Douglas M. Madsen while on the exchange.
4. I agree not to carry weapons of any kind on my person.
5. I agree not to attempt to carry contraband or other restricted items through customs either in the United States or in Germany.
6. I understand that certain items that I purchase or wish to bring to or from Germany may or may not be allowed through customs or on to the plane. I understand that I am responsible for any additional expenses incurred.
7. I agree that Mr. Douglas M. Madsen and the Timberlane Regional School District are free of any liability with regards to criminal activity caused by me, and are not responsible for any legal fees or other costs charged to me because of my actions.

Student Signature: \_\_\_\_\_

Student Printed Name: \_\_\_\_\_

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

Parent/Guardian Printed Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

**STAMP**



**German-American Partnership Program  
Medical Treatment Authorization Form**



This form grants temporary authority to a designated adult to provide and arrange for medical care for a minor in the event of an emergency, where the minor is not accompanied by either parents or legal guardians, and it may not be feasible or practical to contact them. This form should be given to the trip leader or shown to the trip leader and then carried by the designated adult.

Minor Full Legal Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: Female \_\_\_\_\_ Male \_\_\_\_\_

Information for Medical Treatment

Physician's Name and Location of Practice: \_\_\_\_\_

\_\_\_\_\_

Physician's Phone # (if known): (\_\_\_\_) \_\_\_\_\_

Medical Insurer/Health Plan: \_\_\_\_\_ Policy #: \_\_\_\_\_

Allergies to Medications: \_\_\_\_\_

Allergies (Other): \_\_\_\_\_

Please note all conditions for which the child is currently receiving treatment: \_\_\_\_\_

Note any other significant medical information: \_\_\_\_\_

\_\_\_\_\_

**AUTHORIZATION AND CONSENT OF PARENT(S) OR LEGAL GUARDIAN(S)**

I do hereby state that I have legal custody of the aforementioned Minor. I grant my authorization and consent for **Mr. Douglas M. Madsen, Mr. Steven Rugoletti and Mrs. Marilyn Goscinski** (hereafter "Designated Adults") to administer general first aid treatment for any minor injuries or illnesses experienced by the Minor. If the injury or illness is life threatening or in need of emergency treatment, I authorize the Designated Adults to summon any and all professional emergency personnel to attend, transport, and treat the minor and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state in which such treatment is to occur. I agree to assume financial responsibility for all expenses of such care.

It is understood that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of the Designated Adults in the exercise of his or her best judgment upon the advice of any such medical or emergency personnel.

This authorization is effective through: \_\_\_\_\_.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Parent / Legal Guardian Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_



**German-American Partnership Program  
Permission to Travel Form**



**All minors travelling with the GAPP Exchange must have written permission of their parent(s) or guardian(s). Please read the statement below and sign.**

**I give permission for my son/daughter, \_\_\_\_\_, to travel with Mr. Douglas M. Madsen with the German-American Partnership Exchange from June 14, 2014 through July 12, 2014.**

**Parent Signature: \_\_\_\_\_**

**Parent Printed Name: \_\_\_\_\_**

# **TIMBERLANE REGIONAL HIGH SCHOOL DRIVER'S EDUCATION PROGRAM**

**Overview of the Program**

**Program Costs**

**Options**

# TABLE OF CONTENTS

**DRIVER’S EDUCATION PROGRAM OVERVIEW ..... 2**

**PROGRAM COST ..... 3**

**CONCERNS WITH CURRENT PROGRAM ..... 4**

**OPTION ONE – KEEP/UPDATE CURRENT PROGRAM..... 5**

**OPTION TWO - CONTRACT SINGLE PROVIDER ..... 6**

**OPTION TREE – OPEN MARKET/NO SINGLE PROVIDER ..... 7**

**ADDENDUMS..... 15**

# DRIVER'S EDUCATION PROGRAM OVERVIEW

(The basic facts)

- 3 Part Time Instructors
- 2 Automobiles
  - 2010 Chevy Malibu purchased 5/22/2010 for \$15,861
  - 2013 Chevy Malibu purchased 5/24/2013 for \$16,226
- Enrollment by School Calendar Year
  - 2014 = 165 (as of today)
  - 2013 = 217 (8 summer students) = 225
  - 2012 = 239 (15 summer students) = 254
  - 2011 = 283 (17 summer students) = 300
- Course Tuition - \$500
- Ten 7-week classes per year offered
- Average 20 students per class
- Number of waivers given in 2013-14 – 10
- Average cost of program over last 5 yrs \$147,922  
(Does not include employee benefits, auto purchases or auto insurance)
- Average loss over last 5 yrs \$18,952

## PROGRAM COST

<i>Year</i>	<i>Student Tuition</i>	<i>State Aid</i>	<i>Total Revenue</i>	<i>Expenses * (excl auto purch)</i>	<i>Net</i>
<i>YTD 5/2/2014</i>					
<b>2013-2014</b>	68,775	0	68,775	110,908	(42,133)
<b>2012-2013</b>	104,150	0	104,150	143,747	(39,597)
<b>2011-2012</b>	121,396	0	121,396	144,573	(23,177)
<b>2010-2011</b>	105,133	48,750	153,883	166,088	(12,206)
<b>2009-2010</b>	105,032	35,400	140,432	154,359	(13,927)
<b>2008-2009</b>	90,340	34,650	124,990	130,846	(5,856)
<b>2007-2008</b>	73,880	45,150	119,030	136,263	(17,233)
<b>2006-2007</b>	67,940	29,700	97,640	120,242	(22,602)

\* Expense does not include employee benefits, auto purchase or auto insurance (minimal).

## **CONCERNS WITH CURRENT PROGRAM**

- Cost to run the program (insurance, vehicles, salaries & benefits)
- Ongoing issues with providing adequate state documentation for students to get driver's license
- Accountability throughout the program
- Consistency with tuition billing and collections
- Students leaving the school property throughout the day

## **OPTION ONE – KEEP/UPDATE CURRENT PROGRAM**

- Determine “Break Even” enrollment/tuition numbers to make the program feasible. This should include the cost to administer all aspects of the program.
- Require a minimum number of students to be enrolled prior to beginning a class.
- Expand availability of the program to Evening and Summer School programs.
- Determine specific criteria for waivers and scholarships.
- Consider offering the program to out-of-district students.

## OPTION TWO - CONTRACT SINGLE PROVIDER

- Draft an RFP and put the program out to bid.
- Follow Policy DJAA- *Vendor Selection Criteria*.
- Use other high school experiences as references. Other high schools such as Newmarket, Epping, Hudson, and Pelham currently contract with single provider.
- Other Driving School costs: (within 20 mile radius)
  - Benson's Driving (Hampstead) - \$650
  - MV Auto School (Haverhill, MA ) - \$625
  - Pro Staff Driving (E. Kingston) - \$650
  - Harry's Driving School (Derry) - \$600
  - Granite State (Derry/Salem) - \$590
- Possibility of negotiating a lower price for Timberlane Students through a single contractor.
- Space provided for classrooms under policy KF: *Use of School Buildings and Facilities*.
- All costs/administration for program would be encumbered by the provider.

## OPTION TREE – OPEN MARKET/NO SINGLE PROVIDER

- Provide space for classrooms under policy KF: *Use of School Buildings and Facilities*
- All costs/administration for program encumbered by the provider.

### Driving Schools in the State

<b>City</b>	<b>Driving School</b>	<b>Telephone</b>
Alton	Jack's Driving School	(603) 731-9091
Amherst	1st Gear Driving, LLC	(603) 801-7939
Amherst	All Star Driving School	(603) 673-6060
Amherst	Pedal Pushers Inc.	(603) 673-4020
Auburn	Jack's Driving School	(603) 731-9091
Barrington	Benson's Driving School	(603) 664-9922
Bethlehem	Spartan Driving School	(603) 837-2528
Bradford	Freylers Driving School	(603) 485-7881
Brookline	Scenic Driving School	(603) 673-7976
Candia	Jack's Driving School	(603) 731-9091
Center Harbor	Red Hill Driving School Inc.	(603) 253-7857
Concord	A Star Driver Education, Inc.	(800) 967-7719
Concord	Commercial Driving School	(603) 715-2559
Concord	In Gear Driver's School, LLC	(603) 783-9518
Concord	Jack's Driving School	(603) 731-9091
Deerfield	Jack's Driving School	(603) 731-9091

Derry	Anthony's Driving Academy	(603) 965-3850
Derry	Derry Auto School, Inc. DBA Harry's	(603) 432-3583
Derry	Lrn2drive Driving School	(603) 548-7464
Dover	B-Safe Driving School	(603) 617-3777
Exeter	Achieve Driving School, LLC	(603) 770-6399
Exeter	Drive Ability At Exeter Healthcare	(603) 580-7927
Exeter	Drive Safe, Inc.	(603) 778-8372
Exeter	Safe Wheels Driving School	(603) 778-2601
Franklin	Three Rivers Driving School, LLC	(603) 934-6838
Goffstown	Mr. Ross' Driving School	(603) 661-3547
Gorham	Emerson Driving School	(603) 466-5544
Hampstead	Benson's Driving School	(603) 329-4900
Henniker	Street Wise Driving Academy	(603) 540-4056
Hooksett	Jack's Driving School	(603) 731-9091
Hopkinton	A Star Driver Education, Inc.	(800) 967-7713
Fremont	Benson's Driving School	(603) 895-3181
Jaffrey	A Star Driver Education, Inc.	(800) 967-7719
Keene	TSR Driver Training School	(603) 355-4955
Kingston	Pro Staff Driving School LLC	(603) 642-4208
Laconia	Granite State Auto School	(603) 524-7994
Laconia	State Wide Driving School	(603) 524-3350
Lebanon	Twin State Driving Academy	(603) 448-5072

Lebanon	Warners Driving School	(802)-436-2506
Litchfield	Sharing The Road Driving School	(603) 886-0394
Londonderry	Complete Auto Driving School	(603) 490-9522
Loudon	Attitudes Driving School	(603) 783-0191
Loudon	Pale Rider Driving School	(603) 225-0002
Manchester	A+ Traffic Safety Education Inc.	(603) 668-8383
Manchester	Chico's Driving Center, LLC	(603) 624-8268
Manchester	City-Wide Driving School	(603) 644-7337
Manchester	Mr. K's Driver Training LLC	(603) 669-7875
Meredith	A Star Driver Education, Inc.	(603) 536-4321
Meredith	Red Hill Driving School, Inc.	(603) 253-7857
Merrimack	A-1 Auto School of NH	(603) 429-2221
Merrimack	AAA Driving School, Inc.	(800) 222-3612
Merrimack	Driving Solutions	(603) 345-6400
Moultonborough	Red Hill Driving School, Inc.	(603) 253-7857
Moultonborough	Winnepesaukee Driving School	(603) 476-8291
Nashua	Driving Solutions	(603) 345-6400
Nashua	Hampshire Driving School	(603) 882-7443
New Hampton	Red Hill Driving School, Inc.	(603) 253-7857
Newport	Bedrock Driving School	(603) 477-8153
North Swanzey	Cheshire Driving School	(603) 352-0371
Pelham	Xroads Driving School, LLC	(603) 508-6755

Pittsfield	Jack's Driving School	(603) 731-9091
Plymouth	Hall's Driving School	(603) 536-2924
Raymond	Jack's Driving School	(603) 731-9091
Rochester	T & M Long Driving School	(603) 332-0147
Rochester	Tri-City Driving School	(603) 332-3111
Salem	Granite State Driving School	(603) 898-8505
Salisbury	Underhill Driving School	(603) 648-2308
Sanbornville	Lakes Region Driver Education	(603) 522-6877
Somersworth	AAA Driving School, Inc.	(800) 222-3612
Somersworth	Williams Driving School	(603) 335-5136
Sutton	In Gear Driver's School, LLC	(603) 783-9518
Tamworth	Gammon Driving School	(603) 323-8333
Tilton	D&S Driving School	(603) 832-3243
Tilton	Jack's Driving School	(603) 731-9091
Weare	Street Wise Driving Academy	(603) 540-4056
White River Junction	Adaptive Driving Associates	(802) 296-2004
Windham	Xroads Driving School, LLC	(603) 508-6755
Woodsville	Responsible Driving	(603) 846-5033
City	Driving School	Telephone
Alton	Jack's Driving School	(603) 731-9091
Amherst	1st Gear Driving, LLC	(603) 801-7939
Amherst	All Star Driving School	(603) 673-6060

Amherst	Pedal Pushers Inc.	(603) 673-4020
Auburn	Jack's Driving School	(603) 731-9091
Barrington	Benson's Driving School	(603) 664-9922
Bethlehem	Spartan Driving School	(603) 837-2528
Bradford	Freylers Driving School	(603) 485-7881
Brookline	Scenic Driving School	(603) 673-7976
Candia	Jack's Driving School	(603) 731-9091
Center Harbor	Red Hill Driving School Inc.	(603) 253-7857
Concord	A Star Driver Education, Inc.	(800) 967-7719
Concord	Commercial Driving School	(603) 715-2559
Concord	In Gear Driver's School, LLC	(603) 783-9518
Concord	Jack's Driving School	(603) 731-9091
Deerfield	Jack's Driving School	(603) 731-9091
Derry	Anthony's Driving Academy	(603) 965-3850
Derry	Derry Auto School, Inc. DBA Harry's	(603) 432-3583
Derry	Lrn2drive Driving School	(603) 548-7464
Dover	B-Safe Driving School	(603) 617-3777
Exeter	Achieve Driving School, LLC	(603) 770-6399
Exeter	Drive Ability At Exeter Healthcare	(603) 580-7927
Exeter	Drive Safe, Inc.	(603) 778-8372
Exeter	Safe Wheels Driving School	(603) 778-2601
Franklin	Three Rivers Driving School, LLC	(603) 934-6838

Goffstown	Mr. Ross' Driving School	(603) 661-3547
Gorham	Emerson Driving School	(603) 466-5544
Hampstead	Benson's Driving School	(603) 329-4900
Henniker	Street Wise Driving Academy	(603) 540-4056
Hooksett	Jack's Driving School	(603) 731-9091
Hopkinton	A Star Driver Education, Inc.	(800) 967-7713
Fremont	Benson's Driving School	(603) 895-3181
Jaffrey	A Star Driver Education, Inc.	(800) 967-7719
Keene	TSR Driver Training School	(603) 355-4955
Kingston	Pro Staff Driving School LLC	(603) 642-4208
Laconia	Granite State Auto School	(603) 524-7994
Laconia	State Wide Driving School	(603) 524-3350
Lebanon	Twin State Driving Academy	(603) 448-5072
Lebanon	Warners Driving School	(802)-436-2506
Litchfield	Sharing The Road Driving School	(603) 886-0394
Londonderry	Complete Auto Driving School	(603) 490-9522
Loudon	Attitudes Driving School	(603) 783-0191
Loudon	Pale Rider Driving School	(603) 225-0002
Manchester	A+ Traffic Safety Education Inc.	(603) 668-8383
Manchester	Chico's Driving Center, LLC	(603) 624-8268
Manchester	City-Wide Driving School	(603) 644-7337
Manchester	Mr. K's Driver Training LLC	(603) 669-7875

Meredith	A Star Driver Education, Inc.	(603) 536-4321
Meredith	Red Hill Driving School, Inc.	(603) 253-7857
Merrimack	A-1 Auto School of NH	(603) 429-2221
Merrimack	AAA Driving School, Inc.	(800) 222-3612
Merrimack	Driving Solutions	(603) 345-6400
Moultonborough	Red Hill Driving School, Inc.	(603) 253-7857
Moultonborough	Winnepesaukee Driving School	(603) 476-8291
Nashua	Driving Solutions	(603) 345-6400
Nashua	Hampshire Driving School	(603) 882-7443
New Hampton	Red Hill Driving School, Inc.	(603) 253-7857
Newport	Bedrock Driving School	(603) 477-8153
North Swanzey	Cheshire Driving School	(603) 352-0371
Pelham	Xroads Driving School, LLC	(603) 508-6755
Pittsfield	Jack's Driving School	(603) 731-9091
Plymouth	Hall's Driving School	(603) 536-2924
Raymond	Jack's Driving School	(603) 731-9091
Rochester	T & M Long Driving School	(603) 332-0147
Rochester	Tri-City Driving School	(603) 332-3111
Salem	Granite State Driving School	(603) 898-8505
Salisbury	Underhill Driving School	(603) 648-2308
Sanbornville	Lakes Region Driver Education	(603) 522-6877
Somersworth	AAA Driving School, Inc.	(800) 222-3612

Somersworth	Williams Driving School	(603) 335-5136
Sutton	In Gear Driver's School, LLC	(603) 783-9518
Tamworth	Gammon Driving School	(603) 323-8333
Tilton	D&S Driving School	(603) 832-3243
Tilton	Jack's Driving School	(603) 731-9091
Weare	Street Wise Driving Academy	(603) 540-4056
White River Junction	Adaptive Driving Associates	(802) 296-2004
Windham	Xroads Driving School, LLC	(603) 508-6755
Woodsville	Responsible Driving	(603) 846-5033

# **ADDENDUMS**

Policies associated with the options previously listed.

<b>Timberlane Regional School District</b>	<b>Policy Code: DJE</b>
<b>Adopted: 01-03-91</b> <b>Amended: 06-19-08</b>	<b>Page 1 of 1</b>

## **BIDDING REQUIREMENTS**

The Superintendent is required to get written competitive bids on purchases of supplies, materials, equipment, and contractual services in the amount of \$10,000 or more. As a general rule, purchases of \$1,000 or more per item will require at least three competitive documented quotes for the open market. All purchases made in the open market shall be consummated after careful evaluation.

When bidding procedures are used, bids shall be advertised appropriately. Suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed to all merchants and firms who have indicated an interest in bidding.

All bids must be submitted in sealed envelopes, addressed to the Superintendent, and plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present.

The Superintendent reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the district. The Superintendent also reserves the right to waive any formalities in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified, shall not be considered. The Superintendent also reserves the right to negotiate with a bidder when all bids exceed the budgeted appropriation.

The bidder to whom the award is made shall be required to enter into a written contract with the district with appropriate bonding. Contractors shall be required to provide a certificate of insurance.

Specialized educational *and related* services are exempt from this policy when the interests of children so dictate (i.e. textbook purchases, psychological services, etc.).

*Existing services that continue to meet the needs of the district shall be subject to an annual review and may not need to go out to bid.*

**Legal References:**

*RSA 194-C:4 II (a), Superintendent Services*

*NH Code of Administrative Rules, Section Ed. 303.01 (b), Substantive Duties of School Boards*

<b>Timberlane Regional School District</b>	<b>Policy Code: DJG</b>
<b>Adopted:</b>	<b>Page 1 of 1</b>

## VENDOR RELATIONS

In all purchasing activities, the Board shall:

1. Consider first the interests of the school system and the betterment of its educational program.
2. Endeavor to obtain the greatest value for every tax dollar expended.
3. Give all responsible bidders equal consideration and assurance of unbiased judgment in determining whether their products meet specifications and the educational needs of the school system.
4. Discourage the offer of, and decline, gifts which in any way might influence the purchase of school supplies and equipment.
5. Accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.

*Vendor selection shall be selected on the basis of:*

1. *Quality of goods and services offered for sale.*
2. *Ability to meet delivery dates.*
3. *Pricing.*
4. *Payment terms and shipping terms (e.g. FOB destination vs. FOB origin).*
5. *Discounts.*
6. *Warranty and adjustment of unsatisfactory.*
7. *References.*
8. *Credit Rating.*
9. *Bondability (if appropriate)*

*Only vendors meeting all in the best combination of the above criteria, as determined by the Board, business administrator, or Superintendent(s) will be favored with the District's business.*

<b>Timberlane Regional School District</b>	<b>Policy Code: KF</b>
<b>Adopted: 10-13-98</b>	<b>Page 1 of 1</b>

**USE OF SCHOOL BUILDINGS AND FACILITIES**

It shall be the policy of the board to allow recognized responsible organizations and groups to utilize school buildings and facilities. The Superintendent will develop procedures for the public use of school facilities.

Authorization for the use of school buildings and facilities shall not be considered as the endorsement or the approved of the activity, group or organization, nor should it be considered as the approval of the purposes they represent.

*Appendix KF-R*

<p><b>Timberlane Regional School District</b></p>	<p><b>Procedure Code: KF-R</b></p>
<p><b>Adopted: 08-08-91</b>  <b>Revised: 11-07-02</b>  <b>Revised: 05-15-03</b>  <b>Revised: 02-24-05</b></p>	<p><b>Page 1 of 18</b></p>

## USE OF FACILITIES - GUIDELINES AND PROCEDURES

*The Timberlane Regional School District encourages the use of school facilities for the benefit of educational activities. The board also recognizes its responsibility to make the facilities available as a community resource while preventing the overuse of the facilities.*

### Eligible Organizations:

Realizing the heavy demands for the use of indoor and outdoor facilities, the school district has created five categories of eligibility.

1. **School Sponsored:** These organizations are financially supported by the district.
2. **School Related:** The basis of existence for these organizations is directly school-related, and a school employee or parent of a district student must be the advisor.
3. **Community & Municipal Organizations:** These can be divided into the following sub-categories:
  - a. Organizations that exist in the confines of the district and are targeted for serving students.
  - b. Organizations that exist in the confines of the district and serve adults.
  - c. Religious affiliated groups
  - d. Organizations that are sponsored by the recreation departments of the district's towns.
  - e. Other local and state municipal organizations.
4. **Private Organizations:** These groups must exist within the confines of the district.
5. **Out-of-District Organizations and local organizations that serve out-of district residents.**

Each of the above organizations must be classified as profit or non-profit.

### NOTES:

1. School facilities will be made available to eligible groups when requests are not in conflict with school functions. The five categories of eligible organizations are listed above in their order of priority for scheduling. Should conflict with school-related use arise after agreement for use is made, the school-related use will generally take priority. Exceptions will be considered when undue or extreme hardship might result to the contracting organization.
2. If in the opinion of the superintendent or his/her designee, a group or an organization demonstrates that it has a direct influence on Timberlane students, special considerations may be allowed.

### Application Process:

1. An application for the proposed use of school facilities must be made through the principal's office of the building requested to be used. For the performing arts center, requests must be submitted to the Director of the Performing Arts Center.

<b>Timberlane Regional School District</b>	2 <b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 2 of 18</b>

2. Five copies of the application forms will be completed and filed as follows: 1) school building Principal (or Director of the Performing Arts Center when applicable), 2) Athletic Director, 3) Director of Facilities, 4) Business Administrator, and 5) Applicant.
3. Each applicant must sign a covenant not to sue and indemnity agreement, and will be required to provide current certificates of users insurance coverage documentation, or purchase special event coverage (See "Liability" section of policy).
4. The building principal, in conjunction with the Athletic Director, will approve and schedule the facilities.
5. In addition to the basic application, supplemental applications will be required for additional services beyond the basic use of any facility. (such as, but not limited to: custodial or cafeteria staff, technical services, etc.)
6. A copy of the guidelines for facility usage will be included with the application.
7. A non-refundable deposit must be paid by the applicant at the time the application is approved. See the "fees" section below.

Categories of Facilities

The facilities of the Timberlane Regional School District are divided into the following categories:

1. Indoor facilities at any of the District's schools (excluding the Performing Arts Center).
2. Outdoor facilities and athletic fields at any of the District's schools.
3. The Performing Arts Center.

The following is a list of general guidelines that will be enforced for any facility. There may be additional policies specific to each facility category. (See the appropriate appendix)

General Guidelines for Facility Usage:

1. School facilities will be made available to eligible groups when requests are not in conflict with school functions.
2. Should conflict with school-sponsored use arise after agreement for use is made, the school-sponsored use will take priority. Exceptions will be considered by the superintendent or his/her designee when undue or extreme hardship might result to the contracting organization.
3. Approval for facility usage for a given academic year will not be granted until the beginning of the academic year. The academic calendar begins on September 1 and ends on August 31. Exceptions will be made only for the performing arts center.
4. The rental of school facilities shall not be made to a minor.
5. A rental agreement is not transferable. It may only be used by the authorized agent of the organization requesting to use a facility.
6. A rental agreement can be canceled by the Timberlane Regional School District, provided its provisions or intent are violated in any way.
7. No reservations for rental use of facilities may be assumed until written application is

<p><b>Timberlane Regional School District</b></p>	<p><b>Procedure Code: KF-R</b></p>
<p><b>Adopted: 08-08-91</b>  <b>Revised: 11-07-02</b>  <b>Revised: 05-15-03</b>  <b>Revised: 02-24-05</b></p>	<p><b>Page 3 of 18</b></p>

made and has been approved.

8. The district requires a current certificate of insurance naming the Timberlane Regional School District as an additional insured. Special event coverage is available through the district (See "Liability" section of policy).
9. Renters who wish to use the kitchen equipment must employ a school food service worker. The District Director of Food Services will coordinate and approve applicants.
10. Additional custodial coverage or overtime must be coordinated and approved by the Director of Facilities.
11. Rental of school facilities does not include the use of athletic equipment, musical equipment, sound systems, audio/visual equipment, etc.
12. By state law, all facilities of the Timberlane Regional School District are part of a drug-free and smoke-free zone. Alcoholic beverages and/or tobacco usage are not permitted on school grounds or in any of the school buildings at any time.
13. A policeman is to be on duty at all town functions in all buildings, such as election, town meetings, etc. Additional police may be required at any function at the discretion of the principal. Arrangements for police protection are the responsibility of the renter.
14. Sponsoring organizations shall provide sufficient, competent adult special supervision, and the amount of supervision will be agreed upon at the time the authorization is issued.
15. Groups receiving permission are restricted to the dates and hours approved and to the building area and facilities specified, unless requested changes are approved in advance by the principal.
16. Rental fees are to be paid to the Timberlane Regional School District.
17. Organizations using the facilities in the School District assume responsibility for damage to property or equipment.
18. The Timberlane Regional School District, through its representatives, reserves the right to waive or adjust rental fees at its discretion.
19. The school district, at its sole discretion, may cancel an event due to inclement weather or unforeseen circumstances beyond its control.
20. Pursuant to the protection of school property, no school property is to be used for the operation of unauthorized motor vehicles including, but not limited to go carts, snowmobiles, skateboards, etc. unless authorized by the School Board or its agents.
21. The applicant has the right to appeal any decision made by a building principal, the Athletic Director, the Director of Maintenance, or the Business Administrator regarding the status or terms of a rental agreement. All appeal requests must be filed in writing with the Superintendent of Schools. The Superintendent will hear the appeal. The School Board will hear the issue only when an equitable resolution could not be reached between the Superintendent and the applicant.

<b>Timberlane Regional School District</b>	4 <b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 4 of 18</b>

22. The use of pyrotechnics is forbidden at any district indoor facility.

Fees:

1. The Timberlane Regional School District shall charge all renters appropriate fees to cover all additional costs incurred by the district that are necessary to accommodate the renter.
2. Fee schedules for each facility category are included in the appropriate appendix.
3. All fees shall be waived for school sponsored events.
4. The Timberlane Regional School Board shall designate a committee to evaluate and update fee schedules for all facilities on an annual basis.
5. A non-refundable deposit of 50% of the total cost for the rental agreement must be paid by the applicant at the time the application is approved by the district. Billing for remaining rental fees, custodial costs, and other expenses from the rental agreement will be sent to the applicant within 5 business days after the completion of rental. Payment of these services will be expected within 10 business days from the billing date.
6. All checks should be made payable to the Timberlane Regional School District.

Liability Coverage:

1. Indemnification:

In consideration for allowing the rental of school facilities and in full recognition of the school board's fiduciary responsibility to protect owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor; its board officers and employees, to the fullest extent permitted by law, from any claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all Lessor facilities, by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

2. Insurance:

As evidence of its financial ability to indemnify the Lessor, during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this lease, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance naming the Lessor as an Additional Insured shall be provided. Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.

<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 5 of 18</b>

**APPENDIX I: COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_, of \_\_\_\_\_, in the County of \_\_\_\_\_ and State of \_\_\_\_\_, in consideration of the right for use to utilize the school premises on the date and time as approved on my request for use of schools as granted by the School Board in the Timberlane School District, hereby covenant with said District, its School Board and their officers, agents, and employees, that I will never, at any time, sue said District, its School Board, or its officers, agents, and employees, for on account of any claim for damage arising out of the use of the premises as provided for in the permit granted to use said school property.

I further agree that if said premises or any portion of the building, during the term of this permit, shall be damaged by the act, default or negligence of myself, my agents, employees, patrons, guests, or any other person admitted to the premises by myself, my agents, or employees, I will pay the Timberlane School District, through the School Board, upon demand, such sum as shall be necessary to restore the property to the condition in which it existed prior to the damage.

I further agree to assume full responsibility for the character, acts and conduct of all persons admitted to the school premises or to any portion of said building, as granted under the permit given by the School Board; and I further agree to have on hand at all times sufficient personnel to maintain order and to protect all persons and the property of the Timberlane School District.

I further understand and agree, in indemnity, that the Timberlane School District, its School Board, officers, agents, employees, assume no responsibility whatsoever for the actions of myself or any person allowed on the premises under the School Board Permit and I hereby release from any liability of any kind of nature the Timberlane Regional School District, its School Board, officers, agents, and employees, for any loss or damage to my property or person which may be caused as a result of the use of this permit. I also further agree that I will save harmless and defend the Timberlane School District, its School Board, officers, agents, and employees, from all claims, judgments, suits, costs, charges, damages and expenses of any nature whoever that may accrue to persons or property on account of or arising by reason of the occupancy of the premises under this permit.

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 6 of 18</b>

APPENDIX II: POLICIES & FEE SCHEDULES FOR INDOOR FACILITIES AT THE DISTRICT'S SCHOOLS

Applicants may request to rent any of the following facilities:

1. The elementary school, middle school or high school gymnasiums, or the high school mini-gymnasium
2. The elementary school, middle school or high school cafeterias
3. All purpose classrooms and other educational spaces, at any of the District's schools (includes the libraries at the high school and middle school).

**Custodial Service:** If deemed necessary by the building principal or the Superintendent of Schools, any organization (including in-district non-profit youth organizations) using school facilities must agree to the assignment of custodial personnel for continuous duty during the time stated on the rental agreement. This requirement includes the time needed to set up prior to the event as well as the time needed to clean up after the event. The district will charge a service fee to the renter for this assignment. The custodian will open the area prior to the time set for a session, arrange the facility as requested. Following the session, the custodian will clean, properly arrange the facility, and carefully inspect the premises before locking the facility. Only those areas designated in the rental agreement shall be opened. At certain times and with certain conditions, no charge will be made for custodial service. These times are limited to occasions when the personnel is present and the area in use is limited and does not interfere with the regular work schedule. The building principal shall make this determination.

**Food Services:** The Timberlane Regional School District participates in Federal Child Feeding Programs and maintains commercial kitchens at each school. District Administration, as well as State and Federal Agencies, govern the operation of these facilities and must be recognized. New Hampshire rules for sanitary production and distribution of food must be observed. To ensure the safe and proper use of care of equipment and facilities, a School Food Service worker is required to be on duty. A food service worker fee must be paid by the renter at a rate established by the district. The District Director of Food Service programs will coordinate and approve applications.

**Event Manager:** The District reserves the right to require that an event manager, a designated school official, be present at any event. The renter would be notified of this requirement in advance and would be charged accordingly.

**Refreshments:** Refreshments are limited to the cafeteria area unless special permission is granted.

**Gymnasium Usage:** Sneakers, or rubber-soled shoes shall be worn at all times when using gym facilities. Food or drink is not permitted at any time in any gymnasium. Bleachers are available for use at the high school and middle school gymnasiums.

**Misuse of Facilities or Equipment:** Any renter who damages or misuses any district facility or equipment shall be charged appropriately for its repair or replacement. The District reserves the right to cancel or suspend any further rental agreements with the renter as a result of the damage or misuse.

**Additional Charges Not in Fee Schedule:** If a renter wishes to use any district equipment including, but not limited to, mats, chairs, sound systems, scoreboards, audio visual aids, etc., the

<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 7 of 18</b>

renter will incur additional charges for usage and set-up, to be determined as part of the rental agreement.

**Fee Exemption Status:** As long as no conflict with regular school sessions or scheduled school events exists, school affiliated, community youth groups and community youth-serving groups may use school facilities without charge, subject to the following constraints:

- Their membership must consist of no less than 75% students who reside in the Timberlane Regional School District.
- The group has non-profit status.
- They must pay the fees for custodial and supervisory services as deemed necessary by the building principal.
- They must pay for damage or misuse of school property.
- They do not hold any major fund-raising activities at the event.

The superintendent and/or his or her designee shall decide if a group or activity can be awarded fee exemption status.

**Timberlane Regional School District Rental Agreement: Indoor Facility**

Agreement between \_\_\_\_\_ and the Timberlane Regional School District

Day: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Time: \_\_\_\_ : \_\_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Time: \_\_\_\_ : \_\_\_\_

For a total of \_\_\_\_\_ hours.

Number of people involved: \_\_\_\_\_

Requested Facility: \_\_\_\_\_

Special Requests: (please describe)  
Please see the next page for a fee schedule.

<b>Timberlane Regional School District</b>	8 <b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 8 of 18</b>

**Fee Schedule for Indoor Facilities:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours/Units	Total
High School Gymnasium	\$150.00 Per Event*	\$300.00 Per Event	\$300.00 Per Event	\$600.00 Per Event		
High School Mini-Gymnasium	\$30.00 Per Event	\$60.00 Per Event	\$50.00 Per Event	\$100.00 Per Event		
Middle School Gymnasium	\$100.00 Per Event*	\$200.00 Per Event	\$200.00 Per Event	\$400.00 Per Event		
Elementary School Gymnasium	\$50.00 Per Event*	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
High School or Middle School Cafeteria	\$75.00 Per Event	\$150.00 Per Event	\$150.00 Per Event	\$300.00 Per Event		
Elementary School Cafeteria	\$50.00 Per Event	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
High School or Middle School Kitchen	\$100.00 Per Event	\$200.00 Per Event	\$200.00 Per Event	\$400.00 Per Event		
Elementary School Kitchen	\$75.00 Per Event	\$150.00 Per Event	\$150.00 Per Event	\$300.00 Per Event		
Any School Library	\$30.00 Per Event	\$60.00 Per Event	\$50.00 Per Event	\$100.00 Per Event		
Classroom or Other Educational Spaces	\$30.00 Per Event	\$60.00 Per Event	\$50.00 Per Event	\$100.00 Per Event		
Custodial Service Per Person	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**		
Kitchen Staff Per Person	\$25.00 Per Hour**	\$25.00 Per Hour**	\$25.00 Per Hour**	\$25.00 Per Hour**		
Event Manager	\$25.00 Per Hour**	\$25.00 Per Hour**	\$25.00 Per Hour**	\$25.00 Per Hour**		
Other						
Total Charges						

**KF-R - USE OF FACILITIES**

All fees are based on an event that requires four hours of use. Additional usage will result in additional fees.

\* An hourly rate of \$20 per hour will be assessed to any organization that wishes to use the facility for a practice session and that does not have at least 75% of its membership listed as Timberlane Regional School District students. \*\* Four hour minimum required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.

<p><b>Timberlane Regional School District</b></p>	<p><b>Procedure Code: KF-R</b></p>
<p><b>Adopted: 08-08-91</b>  <b>Revised: 11-07-02</b>  <b>Revised: 05-15-03</b>  <b>Revised: 02-24-05</b></p>	<p><b>Page 9 of 18</b></p>

APPENDIX III: POLICIES & FEE SCHEDULES FOR OUTDOOR FACILITIES & ATHLETIC FIELDS

Applicants may request to rent any of the following facilities:

1. The high school’s main football field (including the stadium seating & track).
2. The Brad Wallace Fields, located behind the SAU office.
3. Any other fields at the high school, middle school, or elementary schools, including tennis courts.\*

\* The District has designated the tennis courts as free and open to the public, but reserves the right to charge any organization any appropriate fees to hold an organized event there.

**Custodial Service:** If deemed necessary by the building principal or the Superintendent of Schools, any organization (including in-district non-profit youth organizations) using school facilities must agree to the assignment of custodial personnel for continuous duty during the time stated on the rental agreement. This requirement includes the time needed to set up prior to the event as well as the time needed to clean up after the event. The district will charge a service fee to the renter for this assignment. The custodian will open the area prior to the time set for a session, arrange the facility as requested. Following the session, the custodian will clean, properly arrange the facility, and carefully inspect the premises before locking the facility. Only those areas designated in the rental agreement shall be opened. At certain times and with certain conditions, no charge will be made for custodial service. These times are limited to occasions when the personnel is present and the area in use is limited and does not interfere with the regular work schedule. The building principal shall make this determination.

**Event Manager:** The District reserves the right to require that an event manager, a designated school official, be present at any event. The renter would be notified of this requirement in advance and would be charged accordingly.

**Trash Pick-Up / Removal:** Trash cans to be emptied by the District at the end of the event, will be provided to the renter. The District reserves the right to charge renters custodial fees if trash is left anywhere other than these designated cans.

**Use of Fireworks:** Fireworks are permitted on school grounds in accordance with the District’s insurance company, and only with special permission. Any organization that wishes to use fireworks must present a specific plan stating when, where, and how the fireworks are to be used. Fireworks may only be handled by a licensed reputable fireworks company. The District requires that an up-to-date insurance application be on file. An event manager must be on duty at all times during the event, and has the authority to cancel the fireworks during inclement weather or for any other unsafe condition. The renter is responsible for hiring appropriate town fire and police officials.

**Field Condition Expectations:** A rental agreement includes the right to use a field, but does not guarantee to the renter that a field will be in *perfect* condition for use. The District makes every attempt to keep its fields mowed, sodded, weeded, lined, and covered with fresh dirt for all *school* events. There are a limited number of grounds crew staff members on duty, and their first priority is to prepare fields that the school uses. If the renter does not like the condition of any field to be

<b>Timberlane Regional School District</b>	10 <b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 10 of 18</b>

rented, they may request to pay for grounds crew staff members to prepare that field, subject to their availability. Ample notice must be provided to the District to arrange for this coverage.

**Field Availability:** The district’s Director of Athletics reserves the right to deny any application for use of a field if it is undergoing a reconstruction or reseeded process, if he or she believes the field has been overused, or for any number of related reasons.

**Misuse of Facilities or Equipment:** Any renter who damages or misuses any district facility or equipment shall be charged appropriately for its repair or replacement. The District reserves the right to cancel or suspend any further rental agreements with the renter as a result of the damage or misuse.

**Additional Charges Not in Fee Schedule:** If a renter wishes to use any district equipment including, but not limited to, the press-box or concession stand (at the high school), football equipment, scoreboards, lights, etc. the renter will incur additional charges for usage and set-up, to be determined as part of the rental agreement.

**Fee Exemption Status:** As long as no conflict with regular school sessions or scheduled school events exists, school affiliated, community youth groups and community youth-serving groups may use school facilities without charge, subject to the following constraints:

- Their membership must consist of no less than 75% students who reside in the Timberlane Regional School District.
- The group has non-profit status.
- They must pay the fees for custodial and supervisory services as deemed necessary by the building principal.
- They must pay for damage or misuse of school property.
- They do not hold any major fund-raising activities at the event.

The superintendent and/or his or her designee shall decide if a group or activity can be awarded fee exemption status.

**Timberlane Regional School District Rental Agreement: Outdoor Facilities & Athletic Fields**

Agreement between \_\_\_\_\_ and the Timberlane Regional School District

Day: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Time: \_\_\_ : \_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_ Time: \_\_\_ : \_\_\_

For a total of \_\_\_\_\_ hours. Number of people involved: \_\_\_\_\_

Requested Facility: \_\_\_\_\_

Special Requests: (please describe) Please see the next page for a fee schedule.

<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 11 of 18</b>

**Fee Schedule for Outdoor Facilities & Athletic Fields:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours / Units	Total
High School Football Field	\$200.00 Per Event	\$400.00 Per Event	\$400.00 Per Event	\$800.00 Per Event		
High School Brad Wallace Field	\$100.00 Per Event	\$200.00 Per Event	\$200.00 Per Event	\$400.00 Per Event		
Practice Fields At Any School.	\$50.00 Per Event	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
High School Tennis Courts	\$50.00 Per Event	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
High School Lights (Football Field Only)	\$50.00 Per Event	\$100.00 Per Event	\$100.00 Per Event	\$200.00 Per Event		
Custodial Service Per Person	\$30.00 Per Hour*	\$30.00 Per Hour*	\$30.00 Per Hour*	\$30.00 Per Hour*		
Grounds Crew Service Per Person	\$30.00 Per Hour*	\$30.00 Per Hour*	\$30.00 Per Hour*	\$30.00 Per Hour*		
Event Manager	\$25.00 Per Hour*	\$25.00 Per Hour*	\$25.00 Per Hour*	\$25.00 Per Hour*		
Other						
Total Charges						

All fees are based on an event that requires four hours of use. Additional usage will result in additional fees.

\* Four hour minimum required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.

<b>Timberlane Regional School District</b>	12 <b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 12 of 18</b>

**APPENDIX IV: POLICIES & FEE SCHEDULES FOR THE PERFORMING ARTS CENTER**

**Timberlane Performing Arts Center Rental Agreement**

The Timberlane School Board believes that the Timberlane Performing Arts Center, hereby known as the TPAC, should be primarily for educational activities. The Timberlane School Board does encourage the use by local community groups when such uses do not interfere with a school program, or school sponsored activities.

Authorization for the use of school facilities shall not be considered as endorsement of or approval of the activity, group, or organization nor the purposes they represent. The Director of the Performing Arts Center is authorized to approve and schedule the use of the TPAC by school and non-school organizations.

Procedures for Application for use of the TPAC for Non-school groups.

1. A Facilities Use Form must be filled out and completed by the renter and submitted to the Athletic Director for consideration and action.
2. A Timberlane Performing Arts Center Form must be completed and filled out by the renter and submitted to the Director of the Performing Arts Center for consideration and action.
3. Requests for the use of the TPAC will be made only to the Director of the Performing Arts Center at least 14 days prior to the date of requested use. Reservations will only be accepted three months in advance. Exceptions will be considered on a case by case basis.
4. If a local organization's request is one with regularly occurring dates, approval may be given for the entire schedule providing it is not among the exceptions in the policy. Should a conflict occur because of a TRSD school activity, the right to cancel the permission granted and to arrange an acceptable alternate date with the renter is reserved by the Director of the Performing Arts Center.
5. A competent adult authorized by the organization to sign the written agreement and who is responsible to the organization seeking permission to use the TPAC must make the application.

Responsibility of the Applicant

1. The applicant and the organization will be held responsible for proper use of the facility. They must provide sufficient adult supervision to monitor the conduct of the all persons attending and shall see to it that the activities are confined to the areas and hours requested and agreed upon in the application.
2. In the event that property loss or damage is incurred during such use or occupancy of the TPAC or any district facilities, the amount of damages shall be decided by the appropriate School personnel and a bill for damages will be presented to the group using or occupying the facilities during the time the loss or damage was sustained.
3. No reservation will be made until the application is returned and approved by the Director of the Performing Arts Center. No reservations shall be made for the use of the TPAC until the Facilities Use Form is approved by the Athletic Director and the Director of the Performing Arts Center.
4. Approval for the facility usage for a given year will not be granted until the beginning of the academic year. The academic calendar begins on September 1st and ends of August 31st.

<p><b>Timberlane Regional School District</b></p>	<p><b>Procedure Code: KF-R</b></p>
<p><b>Adopted: 08-08-91</b>  <b>Revised: 11-07-02</b>  <b>Revised: 05-15-03</b>  <b>Revised: 02-24-05</b></p>	<p><b>Page 13 of 18</b></p>

Exceptions will be considered on an individual basis.

5. Anyone considering renting the TPAC and wishing to take measurements or survey the area, shall stop at the office of the Director of the Performing Arts Center for permission to view the area.
6. Each organization must satisfactorily settle their account, including and additionally incurred damages, before additional dates for future events will be considered.
7. Applicants have the right to appeal any decision made regarding a rental agreement. Please refer to the general application guidelines for the appeals process.

Time Limits

1. During a school day as defined by the Timberlane School Board yearly calendar, permission for use of the TPAC may not be granted until 3:30 PM and may not extend beyond 6:00 AM. Exceptions will be considered on an individual basis.
2. All facilities must be cleared within thirty minutes of the closing time indicated on the TPAC application.
3. Any exceptions to the time limit will be applied for by the applicant in writing at least one week in advance of the event and must be approved by the Director of the Performing Arts Center.

Cancellations

1. A written request for cancellation must be received at least three business days in advance of the agreed upon starting time. Failure to cancel shall obligate the applicant to pay a custodial service fee and any other expenses incurred.
2. Cancellation of permission to use the TPAC may be ordered by the Director of the Performing Arts Center whenever such action is deemed necessary in the best interest of the school district. As much notice to the renter as possible will be given. (Reminder: Postponement of school events may cause sudden change in the use of facilities.)

Safety Coverage

1. Groups receiving permission to use the TPAC are responsible for the observance of local and state safety regulations at all times. In accordance with the local and state regulations, appropriate safety coverage will be required at all functions.
2. The applicant is responsible for arranging and paying for the appropriate safety coverage for the event. It is the responsibility of the renter to present proof to the Director of the Performing Arts Center at least three business days in advance of the event of the acquired safety coverage.

Drinking, Drugs, Profane Language and Smoking

1. In compliance with state regulations, the use of alcoholic beverages, drugs, tobacco products, weapons, profane language, or gambling in any form is strictly forbidden on all school property.
2. Food and beverages are not allowed in the TPAC. No refreshments of any kind may be served unless approved. If approval is granted, serving refreshments shall be strictly confined to the agreed upon designated areas.
3. At all events, no refreshments will be sold or consumed in the auditorium, recital hall or classroom areas.

<b>Timberlane Regional School District</b>	14 <b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 14 of 18</b>

Custodial / Supervisory Care

1. Adequate custodial service is mandatory whenever the TPAC is engaged. Each organization using the TPAC must agree to assignment of custodian / supervisory personnel for continuous duty during the time agreed upon in the application.
2. The Director of the Performing Arts Center will indicate the number of custodians required dependent upon the size of the event, the day of the week, and the number of rooms to be used and, furniture setups that may be required.
3. The renter will be charged the current custodial rate which can be found on the TPAC Rental agreement form.
4. The fee to be charged will be based on when the custodian reported for the event and until he/she has finished the necessary cleaning up at the conclusion of the event.

Apparatus / Equipment / Alterations

1. Requests to use the Public Address system, pianos, tables, chairs, audio visual and other equipment etc., must be clearly indicated on the application. The Director of the Performing Arts Center or his/her designee shall handle all such properties. There may be a fee involved for the preparation, operation and return of such equipment.
2. Alterations of any space inside or outside of the TPAC are strictly prohibited unless special permission is granted to the applicant.
3. Any additional time incurred by the school employees will be charged to the applicant.
4. The use of nails, thumbtacks or staples will not be permitted in the arranging of decorations.

Admissions

Organizations renting the TPAC auditorium, when admission is to be charged, shall see and collect admissions in the main foyer only. The ticket booth will not be available for use by any outside organizations unless manned by TRSD personnel.

Parking

Parking lots are the designated places for the leaving of vehicles. Automobiles may not be parked in, or obstruct, fire lanes around any school building. Illegal parking may result in vehicles receiving tickets, warning tags, or towing at the owner's expense. Any violations of these regulations will result in the immediate suspension of the applicant's right to use the TPAC.

**Timberlane Performing Arts Center Rental Agreement: Speaker / Film**

Agreement between \_\_\_\_\_ and the Timberlane Performing Arts Center.

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

For a total of \_\_\_\_\_ hours. Size of anticipated audience: \_\_\_\_\_

Requested Facility: Auditorium \_\_\_\_\_ (710/950 Capacity) Recital Hall: \_\_\_\_\_ (240 Capacity)

The TPAC agrees to furnish the auditorium / recital hall, HVAC, house lighting, 120 V power and

<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 15 of 18</b>

access to the restrooms. A stage map will be furnished to the user to note the placement of needed equipment. Additional technical services and / or equipment are required / available as follows:

**Fee Schedule for Speaker / Film:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours / Units	Total
Auditorium Seating 950	\$100.00 Per Hour**	\$200.00 Per Hour**	\$125.00 Per Hour**	\$250.00 Per Hour**		
Recital Hall Seating 240	\$50.00 Per Hour**	\$100.00 Per Hour**	\$75.00 Per Hour**	\$125.00 Per Hour**		
Event Manager (Staff required)	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour		
Video Projector (Operator required)	\$10.00 Per Event*	\$20.00 Per Event*	\$15.00 Per Event*	\$25.00 Per Event*		
Theatrical Lights (Operator required)	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour		
Follow Spot <u>Auditorium Only</u> (Operator required)	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Handheld Microphones	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit		
Wireless Body Microphones	\$5.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$15.00 Per Hour Per Unit		
Custodial Service Per Person	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**		
Stage Technician	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Box Office Personnel	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Other						
Total Charges						

\* Per Event = Four Hour Minimum \*\* Four Hour Minimum Required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.

**Timberlane Performing Arts Center Rental Agreement: Drama / Theater**

KF-R - USE OF FACILITIES

<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 16 of 18</b>

Agreement between \_\_\_\_\_ and the Timberlane Performing Arts Center.

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

For a total of \_\_\_\_\_ hours. Size of anticipated audience: \_\_\_\_\_

Requested Facility: Auditorium \_\_\_\_\_ (710/950 Capacity) Recital Hall: \_\_\_\_\_ (240 Capacity)

The TPAC agrees to furnish the auditorium / recital hall, HVAC, house lighting, 120 V power and access to the restrooms. A stage map will be furnished to the user to note the placement of needed equipment. Additional technical services and / or equipment are required / available as follows:

**Fee Schedule for Drama / Theater:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours / Units	Total
Auditorium Seating 950	\$100.00 Per Hour**	\$200.00 Per Hour**	\$125.00 Per Hour**	\$250.00 Per Hour**		
Recital Hall Seating 240	\$50.00 Per Hour**	\$100.00 Per Hour**	\$75.00 Per Hour**	\$125.00 Per Hour**		
Event Manager (Staff required)	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00/Item Per Hour		
Orchestra Pit ( Staff required)	\$500.00	\$500.00	\$500.00	\$500.00		
Theatrical Lights (Operator required)	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour		
Follow Spot Auditorium Only (Operator required)	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Clear Com 4 Stations	\$15.00 Per Event *	\$15.00 Per Event *	\$15.00 Per Event *	\$15.00 Per Event *		
Handheld Microphones	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit		
Wireless Body Microphones	\$5.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$15.00 Per Hour Per Unit		
Custodial Service Per Person	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**		
Stage / Sound Technician	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Box Office Personnel	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Other						
Total Charges						

KF-R - USE OF FACILITIES

<b>Timberlane Regional School District</b>	<b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 17 of 18</b>

\* Per Event = Four Hour Minimum \*\* Four Hour Minimum Required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.

**Timberlane Performing Arts Center Rental Agreement: Music / Concert**

Agreement between \_\_\_\_\_ and the Timberlane Performing Arts Center.

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

TO

Day: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_ : \_\_\_\_

For a total of \_\_\_\_\_ hours. Size of anticipated audience: \_\_\_\_\_

Requested Facility: Auditorium \_\_\_\_\_ (710/950 Capacity) Recital Hall: \_\_\_\_\_ (240 Capacity)

The TPAC agrees to furnish the auditorium /recital hall, HVAC, house lighting, 120 V power and access to the restrooms. A stage map will be furnished to the user to note the placement of needed equipment. Additional technical services and / or equipment are required / available as follows:

**Fee Schedule for Music / Concert:**

Item	In District Non Profit	In District Profit	Out of District Non Profit	Out of District Profit	Total Hours / Units	Total
Auditorium Seating 950	\$100.00 Per Hour**	\$200.00 Per Hour**	\$125.00 Per Hour**	\$250.00 Per Hour**		
Recital Hall Seating 240	\$50.00 Per Hour**	\$100.00 Per Hour**	\$75.00 Per Hour**	\$125.00 Per Hour**		
Classroom	\$20.00 Per Room Per Event*	\$40.00 Per Room Per Event*	\$25.00 Per Room Per Event*	\$50.00 Per Room Per Event*		
Event Manager (Staff required)	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour	\$50.00 Per Hour		
Steinway Concert Grand Piano	\$40.00 Per Event*	\$80.00 Per Event*	\$50.00 Per Event*	\$100.00 Per Event*		
Choral Risers (4 Risers)	\$10.00 Per Event*	\$20.00 Per Event*	\$15.00 Per Event*	\$25.00 Per Event*		

<b>Timberlane Regional School District</b>	18 <b>Procedure Code: KF-R</b>
<b>Adopted: 08-08-91</b> <b>Revised: 11-07-02</b> <b>Revised: 05-15-03</b> <b>Revised: 02-24-05</b>	<b>Page 18 of 18</b>

Orchestra Pit (Staff required)	\$500.00	\$500.00	\$500.00	\$500.00		
Theatrical Lights (Operator required)	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour	\$20.00 Per Hour		
Follow Spot Auditorium Only (Operator required)	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Clear Com 4 Stations	\$15.00 Per Event *	\$15.00 Per Event *	\$15.00 Per Event *	\$15.00 Per Event *		
Handheld Microphones	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit	\$10.00 Per Event* Per Unit		
Wireless Body Microphones	\$5.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$10.00 Per Hour Per Unit	\$15.00 Per Hour Per Unit		
Custodial Service Per Person	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**	\$30.00 Per Hour**		
Stage / Sound Technician	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour	\$10.00 Per Hour		
Other						
Total Charges						

\* Per Event = Four Hour Minimum    \*\* Four Hour Minimum Required.

I agree to all Timberlane School Board policies and fee structures set forth in this contract.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

School Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: A rental agreement is not valid until (1) the applicant signs the Covenant Not to Sue and Indemnity Agreement found in Appendix I of the TRSD facilities policies and (2) the applicant has paid the required deposit.



# **PLTW AGREEMENT**

3939 Priority Way South Drive, Suite 200  
Indianapolis, IN 46240

## PLTW Agreement

AGREEMENT by and between Timberlane Regional School District (the "Entity"), located in Plaistow, NH and **PROJECT LEAD THE WAY, INC.**, a New York charitable not-for-profit corporation having an address at 3939 Priority Way South Drive, Suite 200, Indianapolis, IN 46240 ("PLTW, INC." and, collectively with the Entity, the "parties").

### WITNESSETH:

*WHEREAS*, PLTW, INC. has established a comprehensive program and curricula for STEM education (the "PLTW Program") and supports a network of school districts, colleges, universities, and private sector collaborators (the "PLTW Network"); and

*WHEREAS*, the Entity desires to implement the PLTW Program; which consists of various curricular programs (the "PLTW Curricular Program(s)") and

*WHEREAS*, the Entity shall have access to all PLTW Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online on-going training, online program support and additional benefits; and

*WHEREAS*, the parties desire to work together to maximize the benefit of the PLTW Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the PLTW Program.

NOW, THEREFORE, the parties agree as follows:

1. Registration and Information.

The Entity has registered online with PLTW, INC. on December 19, 2013 for one or more schools or sites, and identified which PLTW Curricular Program it wishes to implement. The Entity represents that the information contained in the registration remains accurate as of the date of this Agreement. In the event that Entity elects to have additional schools or sites added, or elects to make other material changes such as additional PLTW Curricular Programs, the Entity must first complete the necessary data entry and/or information reasonably required by PLTW, INC. The registration or site add-on data/information may be amended by PLTW, INC. from time to time in its discretion.

2. PLTW Requirements for Implementation.

The Entity agrees to implement the PLTW Program according to the program and implementation requirements established by PLTW, INC. ("PLTW Program Requirements" or "Program Requirements"), which shall include, but not be limited to, Program Requirements governing, participation fees, sequencing, courses, training, certification or maintenance of program standards, and other aspects of a successful implementation of the PLTW Program and PLTW courses by participating entities. Program Requirements are available on the PLTW, INC. website and may be modified from time to time by PLTW, INC. in its reasonable discretion.

3. PLTW Curricular Programs.

The Entity agrees to follow the **PLTW** curricula and to meet **PLTW** quality standards and practices including any concurrent student course requirements as reasonably established by PLTW, INC. for students to be successful in the **PLTW** Program. Curricula, including concepts and objectives, must be taught in its entirety without interruption or any unauthorized modification. Additional information is found in the Program Requirements.

4. PLTW Software.

The **PLTW** curricula are supported by certain software programs that align with the **PLTW** curricula to provide students with rigorous and relevant application of skills. The Entity must obtain or purchase annual or other available rights to the software programs which are integrated into the **PLTW** Program courses in that academic year. These rights may be subject to limitations established by the owner of the software, which may include school or site restrictions, as outlined in the Program Requirements. If the right to use the software is on an annual basis, then the term for the rights is the then current academic year of this Agreement, after which the Entity must cease the use of the software unless this Agreement is renewed for additional terms. All software shall be subject to the standard end-user license agreement from the software vendor, a copy of which is included with the software, and copyright for each software package remains with its owner and is protected by applicable copyright law. The Entity agrees to maintain reasonable security measures to protect the software, and to prohibit its unlawful use. When not in actual use, the Entity agrees to secure the software. Additional information is found in the Program Requirements.

5. PLTW Curricular Program Participation Fee.

**PLTW** Curricula are provided at no charge to participating schools. For other **PLTW** Program benefits, the Entity will be assessed an annual participation fee for each school or site participating in the **PLTW** Program. The participation fee(s) shall be due and payable no later than August 31<sup>st</sup> of each year this Agreement is in effect. Current participation fees are set forth in the Program Requirements. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development offered by PLTW, INC. A full list can be found in the Program Requirements. PLTW, INC. may adjust any participation fees on an annual basis in the sole discretion of PLTW, INC., provided, however, that PLTW, INC. shall provide notice no later than March 1 of each year of any such increases or decreases for the following academic year. Additional information is found in the Program Requirements.

6. PLTW Partnership Team.

The objective of the **PLTW** Partnership Team is to provide optimal support and to facilitate the operation of the entire **PLTW** Program, while building community support and advocacy. By the end of the second year, the Entity shall establish and operate a **PLTW** Partnership Team and is responsible for selecting all members. Additional information is found in the Program Requirements.

7. Required Training.

A. PLTW Teacher Training. Teachers are required to successfully complete course specific **PLTW** Teacher Training for each **PLTW** course they will instruct. The Entity will select each teacher for participation in the **PLTW** Teacher Training program. It is the sole responsibility of the Entity to ensure that every teacher meets all Federal, State and local requirements to teach each respective **PLTW** course. The Entity shall register each teacher being selected for training with PLTW, INC. by the date required under the Program Requirements. PLTW, INC. reserves the right to accept or reject any training candidate. Additional information is found in the Program Requirements.

B. PLTW Counselor Training. Counselors/Advisors are required to successfully complete **PLTW** Counselor Training. Additional information is found in the Program Requirements.

8. Equipment Used in the PLTW Program.

A. Equipment. To assure that the Entity's school or site facilities properly support the **PLTW** Program, and to provide special purchase or license agreements and other costs savings practices negotiated by PLTW, INC., the **PLTW** Purchasing Manual includes details on equipment, supplies and other items (collectively referred to as "equipment" in this Agreement) that are required to implement the **PLTW** Program. In some instances, it is required that specific equipment (including software), be used due to curricular requirements. Unless specific equipment is required by PLTW, INC., the Entity may implement the **PLTW** Program using equipment purchased from vendors not listed in the **PLTW** Purchasing Manual, provided such equipment meets or exceeds program specifications and adequately supports the **PLTW** Program. The Entity shall be responsible for ensuring that equipment will meet or exceed Program Requirements and adequately support the **PLTW** Program. Additional information is found in the Program Requirements.

B. Safety. The Entity is solely responsible for the safe and proper implementation of the **PLTW** Program at its sites and schools. The Entity hereby covenants and agrees that any facility used to teach the **PLTW** Program shall be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used thereon shall at all times comply with applicable standards and/or customary practices relating to safety and reasonable use. The Entity shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the **PLTW** Program.

9. Assessment and Evaluation of Results.

PLTW, INC. assists and supports participating entities and the quality of the **PLTW** Program through studying and evaluating the effectiveness of the **PLTW** Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that **PLTW** participating entities provide to students. These efforts include the development, validation, and administration of assessments, examinations, surveys and/or other measurement tools on behalf of entities during their participation in the **PLTW** Program. PLTW, INC.'s ongoing studies review longitudinal student achievement data. PLTW, INC. retains data for four to six academic years after a student's estimated matriculation date, after which time the data is destroyed; at the request of the Entity, a copy of the data will be returned to the Entity prior to destruction. In support

of these efforts, Entity acknowledges its participation annually in the **PLTW** systematic assessment and evaluation process. PLTW, INC. will provide, and the Entity will participate in, the **PLTW** online systematic assessment and evaluation process conducted by PLTW, INC. and/or its designated representatives, which includes online teacher registration, online student rostering/registration, and full participation in various assessments, examinations, surveys and/or other measurement tools using technology and other support services provided by PLTW, INC. The Entity and PLTW, INC. acknowledge and agree that the personally identifiable data is confidential, and shall be used, shared and maintained for the purposes set forth above and only in accordance with reasonable privacy/security measures, proper professional practices, student confidentiality and applicable laws, including FERPA. Use or access to any protected data obtained as a result of these studies will be limited to representatives with a legitimate interest in accessing this data and re-disclosure of any personally identifiable information will be done in limited instances only, and only as allowed by, and consistent with, applicable laws. The Entity shall be responsible for implementing annual notifications, record-keeping and other such privacy requirements relating to these services.

#### 10. Delivery of Materials and Communication.

In order to facilitate the delivery of the **PLTW** curricula and other **PLTW** Program materials to the Entity, and to facilitate communication for the **PLTW** Network, PLTW, INC. will use various internet applications and systems. PLTW, INC. shall determine which systems and applications will be used, in its sole discretion, and will implement reasonable security measures to safeguard sensitive data. Schools will implement appropriate measures to facilitate communication with these applications and systems. Additional information is found in the Program Requirements.

#### 11. License.

A. Scope. The Entity acknowledges that PLTW, INC. retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to in this Agreement as “materials”). PLTW, INC. grants to the Entity a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the **PLTW** Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing **PLTW** instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure or distribution of such materials, including but not limited to commercial use, shall be strictly prohibited.

B. Program Identification. **Project Lead The Way, PLTW**, the **PLTW** “atom” logos, **Gateway To Technology, Innovation Portal** and other marks used in the **PLTW** Program are service/trademarks of PLTW, INC. During the term of this Agreement, the Entity shall use the appropriate logos, marks and other identifying materials on all **PLTW** Program materials and communications with faculty, students, officials and community constituents. PLTW, INC. will supply the Entity with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the **PLTW** Program. Upon termination of this Agreement, the Entity shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the **PLTW** Program without the prior written consent of PLTW, INC. All press releases and other public pronouncements involving the **PLTW** Program shall be subject to the advance approval of PLTW, INC. through PLTW, INC.’s designated representative. The Entity agrees to reasonably promote and publicize the **PLTW** Program in order to encourage student participation, and to retain

its distinct character.

C. Termination. The license granted hereunder shall cease upon the earliest to occur of: (i) the termination of this Agreement; or (ii) PLTW, INC. providing sixty (60) days written notice to the Entity of its election to revoke the license. Upon termination of the license all material shall cease to be used and, at the election of PLTW, INC., all materials, including any reproductions thereof, shall be immediately returned to PLTW, INC., and in no event later than fifteen (15) days after the effective date of termination.

## 12. Representations and Warranties of the Entity.

The Entity hereby makes the following representations and warranties: (a) This Agreement has been duly approved by the governing authority of the Entity, and the person executing this Agreement on behalf of the Entity has been duly authorized to so act by such Entity; (b) This Agreement is a legally binding agreement whose rights and obligations run only between the Entity and PLTW, INC. and the Entity's execution of this Agreement does not create rights in any other party; and (c) The terms of this Agreement do not violate or conflict with the Entity's charter or any other of its rules of governance, the laws of the Entity's State or any subdivision thereof, or any other agreement to which the Entity is a party.

## 13. Default.

A. Material Breach and Cure Period. Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

B. Non-payment or Failure to Implement Program. If the Entity fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the PLTW Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW, INC. In the event that Entity implements one or more courses, but fails to timely and properly implement the courses required for the Entity's PLTW Curricular Program(s), then, this Agreement may immediately terminate, at the option of PLTW, INC.

C. Other Remedies. In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

## 14. Term: Annual Renewal of Agreement.

The initial term of this Agreement shall begin as of the date of signing and shall end on June 30<sup>th</sup> of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party terminates the Agreement by notice to the other party in writing no later than April 1 preceding the commencement of the next Contract Year.

15. Protection of Intellectual Property.

The Entity agrees to adhere to any and all restrictions in connection with equipment, software and other intellectual property use agreements between PLTW, INC. and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW, INC. or the owner of the intellectual property. Upon a termination of this Agreement, the Entity shall discontinue use of all software or other intellectual property provided to them pursuant to this Agreement or through special agreements relating to the Entity's participation in the PLTW Program. PLTW, INC. assumes no liability for the non-performance of the software or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the software or other intellectual property. The Entity agrees that if it materially breaches these restrictions, its right to use such software or other intellectual property will be terminated and all software or other intellectual property shall be immediately returned to PLTW, INC. or the owner. The Entity shall solely be responsible for any remedies sought by the owner relating to the Entity's breach of these provisions, and PLTW, INC. shall not be liable in any way for such breach.

16. Responsibility of Parties.

To the extent permitted by law, the Entity hereby agrees to indemnify, defend and hold harmless PLTW, INC. from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW, INC. may incur as a result of any negligent or willful act of the Entity or any of its agents or employees or the failure by such Entity to perform any of its representations, warranties, commitments, or covenants under this Agreement.

To the extent permitted by law, PLTW, INC. hereby agrees to indemnify, defend and hold harmless the Entity from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Entity may incur as a result of any negligent or willful act of PLTW, INC. or any of its agents or employees or the failure by PLTW, INC. to perform any of its representations, warranties, commitments, or covenants under this Agreement.

17. Miscellaneous Provisions.

A. Assignment. The Entity is prohibited from assigning to or in any other way enabling any of its rights under this Agreement to inure to any third party without the prior written consent of PLTW, INC. This prohibition on assignment shall be a material term of this Agreement and any violation of this Section shall be a material breach of this Agreement, which shall allow PLTW, INC. to terminate this Agreement.

B. Notices. Legal notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

**If to the Entity:**

Timberlane Regional School District  
36 Greenough Road  
Plaistow, NH  
03865

**If to PLTW, INC.:**

Project Lead The Way, Inc.  
Attn: PLTW Agreements  
3939 Priority Way South Dr, Ste 200  
Indianapolis, IN 46240  
ph: 877-335-7589

Other notices or communications permitted under this agreement shall be sent via the PLTW electronic communication network.

C. Benefit. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

D. Entire Agreement. This Agreement, including any instruments of agreements attached hereto as exhibits or incorporated herein by reference, contains the entire understanding of the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have each executed this Agreement on the dates indicated below.

**Timberlane Regional School District**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Entity Superintendent or School Board  
President/Chairperson, or their legally  
authorized designee

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Project Lead The Way, Inc.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Andrea E. Croslyn, Ph.D.  
Executive VP, Chief Operating Officer



March 7, 2013

VIA E-MAIL (gorrow@soulefirm.com)

Ms. Gorrow:

This letter will attempt to answer all the questions posed by the Timberlane Regional School District in New Hampshire in regards to the cost of continuing to implement the PLTW Engineering Program currently offered at Timberlane Regional High School.

**1) Implementing all requirements of the program which include offering the specified courses over a number of academic years and in the sequence specified.**

The school district chooses which courses to offer the students each year. For the Engineering Program a minimum of three courses must be offered to students, and the two foundation courses, Introduction to Engineering Design and Principles of Engineering, must be offered to students at least every other year. The third course can be any of the courses in the Engineering Program. If there is insufficient student enrollment in a course to warrant running it, that course does not have to be implemented that year. The cost to run a course will be determined by the number of teachers teaching the course and the number of students enrolled. Teacher costs depend on the individual's contract with the district; student costs include the purchase of the appropriate durable goods and consumable items that the school needs to replenish. These costs will vary based on the school's specific situation, and it is impossible for PLTW to provide accurate estimates. All durable goods and consumables used in each PLTW course are listed in the PLTW Program Inventory Guide posted on the PLTW website, [www.pltw.org](http://www.pltw.org). The district may purchase the items from the vendor of its choosing and only needs to purchase the items needed by the teacher to implement the specified curriculum with the enrolled students.

**2) Implementing the most recent version of the curricula for each PLTW course used.**

The curriculum is provided without charge by PLTW. Each school participating in a PLTW program must pay an annual Participation Fee which provides teacher and student access to the PLTW Learning Management System; Ongoing Professional Development for the teachers, including the Professional Learning Community, which allows teachers to stay up-to-date and in contact with other teachers across the country; unlimited seats for all software required in PLTW courses; and the required online End-of-Course assessments for the high school courses, which many universities use to determine eligibility for college credit, scholarships, and/or preferential admission. The current annual Participation Fee for the Engineering Program offered at Timberlane High School is \$3000.

**3) Meeting the minimum requirements for teachers instructing a PLTW course, unit, or module.**

The requirements are that the teacher has successfully completed the appropriate Core Training for the course, unit, or module being taught and meets any state or local requirements. Once a teacher completes the appropriate Core Training he or she does not have to take that Core Training again. Online update training for teachers is included in the annual Participation Fee, as described above in section 2.

Below is the list of teachers currently associated with Timberlane Regional High School and the Core Trainings each person completed.

- Mark Cerniglia: Aerospace Engineering, Digital Electronics
- Steven Rugoletti: Computer Integrated Manufacturing
- Kevin Seeley: Biotechnical Engineering
- Michael Wilds: Gateway units: Design & Modeling, Automation & Robotics, Science of Technology, and Magic of Electrons; Biotechnical Engineering, Civil Engineering and Architecture, Introduction to Engineering Design, Principles of Engineering, and Engineering Design and Development

**4) Paying all fees and expenses associated with Core Training of teachers including costs as determined by the Agreement governing the teacher.**

Each teacher listed above will incur no new costs for the Core Training(s) he has already completed.

If a new teacher is hired or one of the listed teachers will teach a course for which he has not completed Core Training, then costs will be incurred for the Core Training. The in-person Core Training for the Engineering Program is offered through the PLTW network of Affiliate Universities. Each university sets the costs and fees for the training; PLTW derives no revenue from these Core Trainings. On average the tuition cost for the two-week Core Training in an Engineering course is \$2200, plus room/board/travel. If room and board are needed, these costs average \$1000 for the two-weeks. If the district offers any of the middle school Gateway units to students the tuition for the Core Training for the applicable unit varies from \$1100 for the units requiring one-week of training to \$650 for the units requiring only a 2.5 day training. In either case room, board, and travel costs would be additional if needed. One week training sessions are required for the each of the foundation units: Design & Modeling, Automation & Robotics, and Medical Detectives. The shorter 2.5 day training is required for each of the following units: Magic of Electrons, Green Architecture, Science of Technology, Flight & Space, and Energy & the Environment. Teachers only attend the training for the course or unit they will implement.

**5) Paying all fees and expenses for certain on-going teacher training.**

The majority of on-going training is provided on-line through the PLTW Learning Management System and the cost is included in the annual Participation Fee as described in section 2.

Many Affiliate Universities offer optional one-day, in-person update training sessions. The costs for these optional training sessions are determined by the university and PLTW derives no revenue from these. Teacher attendance at these optional sessions is not required by PLTW.

It is possible that a course could be completely re-designed and the determination made that online training will not be adequate to prepare teachers for the new curriculum. If this were to occur, a teacher may have to attend in-person update training at an Affiliate University. The duration of this training would vary depending on the complexity of the new curriculum requirements. Thus far PLTW has never required this form of update training.

**6) For the PLTW Counselor Training, paying for one advisor/counselor to attend the annual conference.**

Each Affiliate University offers a PLTW Conference that includes the Counselor Training. In New Hampshire the Conference is currently organized and hosted by NHTI Concord's Community College, and it has been a one-day event. The organizing and hosting entity determines if there will be a charge to attend the conference, and PLTW derives no revenue from these conferences. To date NHTI Concord's Community College has not charged for

these conferences. The expense would therefore be the travel and personnel costs to attend the conference.

**7) Providing each teacher participating in the PLTW Teaching Training Program with a laptop and software solely for the teacher's use.**

The software specific for the PLTW course is included in the annual Participation Fee, as described in section 2, and would be provided to the teacher at no additional charge. The cost for the laptop and general software including the operating system, anti-virus, internet access, word processing, and presentation programs will vary depending on the purchase contracts and purchase choices the district makes. The specifications for the computers used in PLTW courses are posted on the PLTW website.

**8) Providing teachers in the PLTW Launch Program with a tablet.**

The Launch Program is for elementary students in kindergarten to grade 5. That program is not currently offered at any school in the Timberlane Regional School District, and the cost for any items associated with the Launch program would only be incurred if the district decides to offer that program.

**9) Providing required equipment and software including equipment and software from vendors designated by PLTW.**

Districts only need to purchase the materials and supplies needed for the course being offered and in sufficient quantities to meet the needs of the enrolled students. The necessary materials and supplies for each course are listed in the PLTW Program Inventory Guide posted on the PLTW website. The cost for the materials required for each course offered at the school will depend on what equipment and supplies are already available at the school. In general, if the school is already offering a PLTW course and has already purchased the durable goods, the cost for materials will be the cost to replenish the consumables. This cost will vary depending on number of students enrolled in each class and the current inventory of materials available at the school.

At times revisions are made to the PLTW curriculum that necessitate the transition from one equipment platform to another, or the replacement of some durable item that is not considered consumable. When this occurs notice is provided to school personnel via the PLTW Action Bulletin for Schools and a transition period, often of several years, is specified. As long as the course affected by the equipment transition is not a foundation course or unit required for a PLTW program, the district may choose to no longer offer the course or unit and not purchase the new equipment. In order for the school to remain in the PLTW network the specifications related to course offerings for that program must be met. In the case of the Engineering Program the minimum number of courses to be offered to students each year is three, and the two foundation courses, Introduction to Engineering Design and Principles of Engineering, must be available to students.

A few items in the Inventory Guide are available solely from specific vendors. In those cases PLTW specifies the vendor to ensure the item purchased is as specified in the curriculum. Otherwise the district may purchase items from any vendor.

**10) Providing safety controls and security measures to protect the software and program.**

The cost for these safety and security measures should be covered by the measures already employed by the district to prevent the theft of physical property or the unauthorized access to software or information stored on a computer or computer network. All appropriate safety procedures and equipment must be available to protect teachers and students in the PLTW classes.

**11) Administering the most current version of the End-of-Course Assessment to students.**

Student access to and the scoring of the appropriate online End-of-Course Assessments is included in the annual Participation Fee, as described in section 2. The cost to administer the Assessment is the cost to provide appropriate computer and Internet access to each student in each PLTW class. Each teacher schedules when their students will take the Assessment, allowing for coordination of computer use.

All students in all PLTW classes must be rostered with PLTW. This provides students with access to the curriculum and End-of-Course Assessments. The rostering process requires the person designated by the district as the District Administrator, or designated by the school principal as the School Administrator, to electronically query the district's database and assemble the requested information into a spreadsheet. That spreadsheet is then uploaded to the PLTW Learning Management System so the system recognizes the student and knows which curricula and assessments that student needs. The cost incurred for this process would be the time required for the appropriate administrator to complete this task and will vary.

**12) Participating annually in the PLTW online systematic assessment and evaluation process.**

This is the rostering of all students in all PLTW classes and the administration of the End-of-Course assessments. The costs associated with each of these processes were described in section 11.

**13) Supporting the program administratively.**

The costs to administratively support the PLTW program would be included in the district's cost to administratively support all the academic programs at the school. As with all academic programs the administrative costs include the ordering of materials, identifying and enrolling students, maintaining student records, and any other tasks required in order to support the students and teachers in the program. These costs vary and cannot be determined by PLTW.

The only administrative expense specific to the PLTW program is the online rostering of students as described in section 11. That cost will vary depending on the number of students enrolled in the courses and the pay grade of the administrator completing the process.

**14) By the end of the second year, establishing and operating a PLTW Partnership Team.**

The PLTW program at Timberline High School was established in 2004, and therefore the Partnership Team should already be established. If the Team has lost members or is not operating, the cost would be the time to contact community members including business, industry, and post-secondary academic professionals to see if they would be interested in joining and participating on the Team. The Partnership Team members are community volunteers who assist the teachers, counselor, and administrators with the PLTW program implementation and potentially act as mentors, guest speakers, field-trip organizers, and/or role models for the students. At least one PLTW teacher and school administrator should be on the team, and the cost for their participation will vary with the specific employment contract of the individuals. The Participation Team is expected to hold formal meetings at least twice a school year.

**15) Promoting and publicizing the PLTW program.**

The costs to promote and publicize the PLTW program would be included in the district's cost to promote and publicize any school program through the course catalog provided to students

and parents, inclusion on the school's website, and the generation of press releases to spotlight student and teacher success in the program.

Electronic materials to promote the PLTW program are available at no charge on the PLTW website. These materials include PDF version of brochures describing the PLTW programs, videos, and sample press release templates.

The PLTW Agreement is automatically renewed in order to save PLTW and the district the cost of annual generating and processing an Agreement. The district may terminate the Agreement at any time by notifying PLTW in writing of the desire to terminate. The district would then immediately cease to use any PLTW curriculum materials, and remove any mention of PLTW or display of PLTW materials from the school building, course catalog, and website. The letter indicating the desire to terminate the Agreement should be sent to the PLTW National Office.

If the desire is to have specific language changes made to the PLTW STEM Agreement, including removal of the automatic renewal provision, please contact the school support team at [schoolsupport@pltw.org](mailto:schoolsupport@pltw.org) or by phone at 877-335-7589 and they will connect you with the appropriate PLTW Legal Representative.

If you have any further questions about the costs associated with the PLTW Engineering Program currently offered at Timberlane Regional High School don't hesitate to email me at [cmalstrom@pltw.org](mailto:cmalstrom@pltw.org) or to call me at 518-320-6909.

Sincerely,



Carolyn Malstrom  
Senior Director of School Engagement, East Region  
[cmalstrom@pltw.org](mailto:cmalstrom@pltw.org)  
phone 518-320-6909

- A. Non-payment or Failure to Implement Program. If the Entity fails to make prompt payment of the participation fee in accordance with the terms of this Agreement **which is not cured within fifteen (15) days after notice is sent to the Entity, then this Agreement may immediately terminate at the option of PLTW, INC.** If the Entity fails to implement the **PLTW** Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW, INC. In the event that Entity implements one or more courses, but fails to timely and properly implement the courses required for the Entity's **PLTW** Curricular Program(s), then, this Agreement may immediately terminate, at the option of PLTW, INC.

[RWM1] PLTW has included the additional cure period that you have requested; it is our practice to invoice schools sufficiently in advance of the payment date in the agreement, and to send more than one notice of non-payment. Given that the payment date provides sufficient time for the entity to make payment, additional language regarding extending the termination date has not been included.

[RWM2] In this situation, it would not be feasible to cure the default in 15 days so that language has not been included.

[RWM3] It is important for students that the program of study be offered to students; this is germane to PLTW's charitable purposes. This is not the type of default that could be remedied in 15 days, so that language has not been included.

## 2014 ANNUAL FOOD SERVICE REVIEW

From October to the present Dr. Metzler held monthly meetings with kitchen managers.  
From September to the present Dr. Metzler held monthly meetings with Whitsons' managers.

Topics addressed during these meetings included:

Overcoming program debt

Review of meal account balance policy and its implementation at the building level

Food costs related to local and wholesale pricing

Labor costs and concerns (including substitute coverage and pay)

Blizzard Bag Day implications to the program

Managerial support

Kitchen equipment (capital)

Kitchen equipment (non-capital)

Review and approval of a monthly newsletter published by Whitsons outlining new meal offerings and program improvements

Up to date financials and projections to be presented at the board meeting.

1800 Motor Parkway  
Islandia, NY 11749  
P: 631-424-2700  
F: 631-424-2745  
www.whitsons.com

May 20, 2013

Dr. Earl Metzler  
Superintendent of Schools  
Timberlane Regional School District  
30 Greenough Road  
Plaistow, NH

Dear Dr. Metzler,

As per our conversation, I just wanted to confirm our understanding of agreement regarding food service contract renewal for the 2013-2014 school year. Please see my below information that we had discussed and agreed to in our meetings.



*Corporate Dining*

*School Nutrition*

*Delivered Meals*

*Vending Services*

*Residential Dining*

*Healthcare Services*

*Gourmet Catering*

- Article III Food Service Program, item 3.7 – Leave as stated in the contract and all invoices will be submitted by the end of each month in which the services are rendered or within 30 days of rendering the services, whichever is later. All invoices will be entered into the revenue program as sales and a separate excel invoice control log will be kept to keep track of actual payments. If there is a catering booked through the district and district labor is required and billed through the P&L, all sales associated with such caterings will be sent to the Food Service Director to be included as catering sales to compensate for the labor costs incurred.
- Article IV Management and Personnel, item 4.1 – Whitsons agree to modify the end of 4.1 to read one and one half (1 ½) times the annual salary rather than two (2) times the **annual** salary.
- Article VI Financial and Payments Terms, item 6.1 C and D – as per the original contract, the renewal includes a CPI increase on the Management Fee and the Administration Fee. This is based on the May CPI. Whitsons will not ask for said increase and both the Management Fee and the Administration Fee will remain the same, totaling \$100,000.
- Article VI Financial and Payments Terms, item 6.3 – The renewal will be based on the fact that both parties agree that the 2013-2014 will be a guarantee break even program. The break-even guarantee will remain contingent on all other conditions set forth in the contract and any other items mentioned in the RFP and Proposal. The break even is also contingent on all meal prices being increased by \$.10 and agreed upon certain a la carte items increased by

5%. The district will also assist in working with the principals of each building to eliminate all competitive sales during the meal service times as stated in 6.3 of the original contract. The Management Fee will be \$35k per year and the Administration Fee will be \$65k per year totaling \$100k for the year. Whitsons guarantee is a break even and the Management Fee will be at risk up to the \$35k of the Management Fee.

- The district and Whitsons will both mutually work on an agree upon the 2013-2014 budget, which will be part of the guarantee break even stipulation of section 6.3. As discussed, there are some items that we will need to finalize said budget, a labor amount to use as a cap will be one of them.
- Both parties agree that we will have monthly meetings to discuss the progress of the program and to bring up any roadblocks that may be interfering with the progress of the program.
- Both parties agree that there is a need for a food service director change and Whitsons will be on the search for the best fit food service director to run the school nutrition services for the 2013-2014 school year.
- Both parties agree that both you and George Stokinger will be the school districts direct contact for the food service program.

All other conditions are within the original RFP and contract.

Please confirm your agreement to the foregoing by signing a copy of this letter below and return it to me.

John R. Gersbeck  
Senior Vice President, Operations  
Whitsons School Nutrition

Acknowledged and Agreed on:

TIMBERLANE PUBLIC SCHOOLS

By: 

Name(printed): Dr. Erin Metzler

Title: Superintendent

Date: 9-19-13

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; (xv) 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 (xvi) 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>

# TIMBERLANE POLICY COMMITTEE

## SECOND READING / ADOPTION

1. **IIA GROUPING FOR INSTRUCTION**
  - Updated GPA calculations
  - Class of 2014 exempt from changes
  - Underclassmen GPA calculations to become effective 4<sup>th</sup> quarter 2014.
2. **DFA INVESTMENT**
  - recommended for update by TRSB as some components of the policy are not applicable to TRSD
  - recommend striking inapplicable text
3. **JECF STUDENT WITHDRAWAL FROM SCHOOL**
  - recommend repealing and referencing JEA which references the law)
4. **JEA COMPULSORY ATTENDANCE AGE**
  - new policy to replace JECF
  - NHSBA language proposed relative to attendance
5. **JLCEA USE OF AUTOMATED EXTERNAL DEFIBRILLATORS**
  - last updated in 2005
  - reviewed /drafted by district nurses
6. **DJ PURCHASING**
  - last updated in 2005 but still same recommended language from NHSBA
  - recommend re-affirming
7. **DJAA VENDOR SELECTION CRITERIA**
  - no such policy on file with NHSBA
  - recommend repealing and referencing new policy DJG VENDOR RELATIONS
  - incorporate vendor criteria into DJG
8. **DJG VENDOR RELATIONS**
  - NHSBA language proposed for policy re: vendors
  - incorporated DJAA into policy
9. **DJB PURCHASING PROCEDURES**
  - last updated in 2008
  - no new language proposed
  - recommend re-affirming
10. **DJE BIDDING REQUIREMENT**
  - last updated in 2008
  - no updated language available from NHSBA
  - recommend adding provision for existing services
11. **DKB SUMMER PAYMENT OF BILLS**
  - last updated in 2001
  - policy specific to Timberlane; no policy on file with NHSBA;
  - recommend re-affirming
12. **GBI STAFF PARTICIPATING IN POLITICAL ACTIVITIES**
  - new policy to address political activities and employees;
  - NHSBA proposed

<b>Timberlane Regional School District</b>	<b>Policy Code: IIA</b>
<b>Adopted: 01-01-83</b> <b>Revised: 05-02-91</b> <b>Reaffirmed: 02-24-05</b> <b>Revised: 04-02-09</b> <b>Revised:</b>	<b>Page 1 of 2</b>

## GROUPING FOR INSTRUCTION

All courses are designed according to the level of difficulty. These levels of ability are important because they reflect the degree of difficulty of courses. Quality points vary according to the difficulty of the course (determines Honor Roll). Teachers are not to change course ability levels without prior approval of the principal.

### COURSE WEIGHTINGS AND HONOR ROLL STATUS

Levels of ability are important because they not only reflect the academic demands of courses, but they also indicate the quality points used in determining honor roll status. To be considered for the honor roll, a student must carry at least five units of work in that marking period.

#### *Proposal 1*

Grade	Advanced Placement	Accelerated	College and Career Prep
A+	<del>5.0004.80</del>	<del>4.6674.60</del>	<del>4.3334.30</del>
A	<del>4.6674.50</del>	<del>4.3334.30</del>	4.000
A-	<del>4.3334.20</del>	4.000	<del>3.6673.70</del>
B+	<del>4.0003.80</del>	<del>3.6673.60</del>	<del>3.3333.30</del>
B	<del>3.6673.50</del>	<del>3.3333.30</del>	3.000
B-	<del>3.3333.20</del>	3.000	<del>2.6672.70</del>
C+	<del>3.0002.80</del>	<del>2.6672.60</del>	<del>2.3332.30</del>
C	<del>2.6672.50</del>	<del>2.3332.30</del>	2.000
C-	<del>2.3332.20</del>	2.000	<del>1.6671.70</del>
D+	<del>2.0001.80</del>	<del>1.6671.60</del>	<del>1.3331.30</del>
D	<del>1.6671.50</del>	<del>1.3331.30</del>	1.000
D-	<del>1.3331.20</del>	1.000	<del>.6670.70</del>
F	0.000	0.000	0.000

#### *Proposal 2*

<b>Timberlane Regional School District</b>	<b>Policy Code: IIA</b>
<b>Adopted: 01-01-83</b> <b>Revised: 05-02-91</b> <b>Reaffirmed: 02-24-05</b> <b>Revised: 04-02-09</b> <b>Revised:</b>	<b>Page 2 of 2</b>

*Eliminate Advanced Placement rating with new GPA values.*

NOTE: This weighting system will ~~become effective~~ *be reflected in -with the freshmen class of 2009-2010 fourth quarter report cards in 2013-14 for underclassmen and will be effective for all grading thereafter. The senior class of 2014 shall be exempt from this recalculation.*

<b>Timberlane Regional School District</b>	<b>Policy Code: DFA</b>
<b>Adopted: 10-07-99</b> <b>Revised: 10-16-08</b> <b>Revised: 05-02-13</b>	<b>Page 1 of 2</b>

## INVESTMENT

The School Board authorizes the School District Treasurer working in conjunction with the Superintendent and his/her designee and pursuant to RSA 197:23-a to invest the funds of the District subject to the following objectives and standards or care.

### OBJECTIVES

The three objectives of investment activities shall be safety, liquidity, and yield.

1. Safety of principal is the foremost objective in this policy. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital by mitigating credit and interest rate risk. This will be accomplished by limiting the type of the investments and institutions to those stipulated by statute and fully covered by FDIC insurance or collateral approved pursuant to applicable law.
2. Liquidity of the investment portfolio shall remain sufficient to meet all operating requirements that may be reasonably anticipated.
3. Yield. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

### STANDARDS OF CARE

1. Prudence. The standard of prudence to be used by the School District Treasurer and Superintendent or his/her designee involved in the investment process shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. They are directed to use the Government Finance Officials Association's Recommended Practices and Policy Statements Related to Cash Management as a guide to the prudent investment of public funds.
2. Ethics and conflicts of interest. The School District Treasurer and Superintendent or his/her designee involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions. Employees and Investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial institutions with which they conduct business. They shall also disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officials shall subordinate their personal investment transactions to those of the School District particularly with regard to the timing of purchases and sales.

<b>Timberlane Regional School District</b>	<b>Policy Code: DFA</b>
<b>Adopted: 10-07-99</b> <b>Revised: 10-16-08</b> <b>Revised: 05-02-03</b>	<b>Page 2 of 2</b>

3. Internal Controls. The School District Treasurer and Superintendent or his/her designee shall establish a system of internal controls which shall be documented in writing. The internal controls shall be reviewed periodically by the School Board and an independent auditor.

~~The investment of funds will be left to the discretion of the Finance Committee without prior approval of the Board.~~

The Board will review the investment policy annually.

**Statutory Reference:**

*RSA 197:23-a*

*RSA 383:22*

<p><b>Timberlane Regional School District</b></p>	<p><b>Policy Code: JECF</b></p>
<p><b>Adopted: 05-02-96</b>  <b>Amended: 12-17-09</b></p>	<p><b>Page 1 of</b>  <b><del>1</del> REPEALED</b></p>

**STUDENT WITHDRAWAL FROM SCHOOL**

~~Students must attend school until the age of eighteen (18).~~

~~Legal Reference:~~

~~\_\_\_\_\_RSA 193:1 This policy was repealed by the Timberlane Regional School District on \_\_\_\_\_.~~ See policy JEA.

<b>Timberlane Regional School District</b>	<b>Policy Code: JEA</b>
<b>Adopted:</b>	<b>Page 1 of 1</b>

## **COMPULSORY ATTENDANCE AGE**

Compulsory attendance shall be required of all children in accordance with RSA 193:1.

**Legal Reference:**

*RSA 193:1, Duty of Parent; Compulsory Attendance by Pupil*

<b>Timberlane Regional School District</b>	<b>Policy Code: JLCEA</b>
<b>Adopted: 02-24-05</b> <i>Revised:</i>	<b>Page 1 of 2</b>

## USE OF AUTOMATED EXTERNAL DEFIBRILLATORS

*Intent*-The Board has acquired/purchased an Automatic External Defibrillator(s) (AED) for use in emergency situations warranting its use. *The use of AED's address an important health problem in New Hampshire. As noted in state legislation, the widespread availability, training, and use of AED's in public places for the purpose of saving lives of people in cardiac arrest is encouraged.* The use/administration/maintenance of the AED is subject to the following conditions:

- ~~1.~~ Location of the AED(s) - The Superintendent, *in cooperation with the building school nurse and principal, shall select and approve the location(s) for AED(s). Highly visible, centralized locations will be considered.* ~~working with the building principal, and school nurse shall select and approve the locations for the AEDs.~~
- ~~2.1.~~ Authorized Employees/Training and Use of AED(s) of Users --*Any individual may utilize an AED during a sudden cardiac arrest emergency. Those personnel most likely to utilize an AED should be trained in cardiopulmonary resuscitation(CPR) and AED use. A minimum of 1-person trained in adult CPR is recommended at each district facility. AEDs will only be administered by those employees designated by the principal in consultation with the school nurse. Employees will only be authorized after they have successfully received and completed appropriate training in cardiopulmonary resuscitations and AED use, provided by the school nurse or his/her designee or from another source acceptable to the school nurse.*
- ~~3.2.~~ Maintenance - AEDs will be maintained by the school nurse or his/her designee. Maintenance shall be done according to the AED manufacturer's specifications. The school nurse shall maintain a record of *routine checks and all* maintenance ~~which has been~~ performed on the AEDs.
- ~~4.3.~~ Registration of AEDs - In accordance with RSA 153-A:33, the school nurse or his/her designee shall register the AEDs with the New Hampshire ~~Department of Bureau of Emergency Medical Services (603) 223-4228~~ Department of Bureau of Emergency Medical Services (603) 223-4228 on the "AED Registry" form supplied by NH Bureau of Emergency Medical Services. *Any AED device or location changes are to be reported to the NHBEMS. -Safety. See sample registration forms in Appendix KFD-R or at [www.state.nh.us/safety/ems/aed\\_public\\_registry\\_packet.pdf](http://www.state.nh.us/safety/ems/aed_public_registry_packet.pdf).*
- ~~5.4.~~ Incident Reporting --*The school nurse or his/her designee shall report all instances of AED use with the New Hampshire Department of Safety. See sample registration forms in Appendix KFD-R or at [www.state.nh.us/safety/ems/aed\\_public\\_registry\\_packet.pdf](http://www.state.nh.us/safety/ems/aed_public_registry_packet.pdf).*

<p><b>Timberlane Regional School District</b></p>	<p><b>Policy Code: JLCEA</b></p>
<p><b>Adopted: 02-24-05</b> <i>Revised:</i></p>	<p><b>Page 2 of 2</b></p>

~~5. Liability Limited Protections -- Any organization providing and maintaining an AED will not be liable for civil damages Consistent with RSA 153-A:31.~~

~~6. Any individual rendering good faith care with an AED to a sudden cardiac arrest patient will not be liable for civil damage. (Source: NH RSA 153-A:31) The district and persons administering the AEDs shall enjoy the limitations of liability as specified in RSA 153:A-31 as well as other sources of law.~~

~~6. AED Incident Reporting-Any use of a school's AED shall be reported by staff to the facility's school nurse, principal, or designee as soon after the incident as possible. Additionally, an "AED Incident Report" form shall be completed and submitted to the facility's school nurse, principal, or designee within 24 hours.~~

~~—All employees of the district are expected to comply with the administration of this policy. Any violation of this policy shall constitute grounds for disciplinary action, up to and including termination of employment.~~

See also policies GBGBA and KFD.

**Statutory Reference:**

*RSA 153-A: 28-33 Automated External Defibrillation*

<b>Timberlane Regional School District</b>	<b>Policy Code: DJ</b>
<b>Adopted: 05-05-83</b> <b>Reaffirmed: 01-03-91</b> <b>Revised: 02-24-05</b>	<b>Page 1 of 1</b>

## PURCHASING

The acquisition of supplies, equipment and services will be centralized in the business office, which functions under the supervision of the Superintendent and through whose office all purchasing transactions are conducted.

The Board assigns the Superintendent the responsibility for the quality and quantity of purchases made. The prime guidelines governing this responsibility are that all purchases fall within the framework of budgetary limitations and that they be consistent with the approved educational goals and programs of the district.

The Business Administrator will be solely responsible for the final approval of all non-educational purchases. The Superintendent or his/her designee will approve educational purchases beyond budget limitations.

The Business Administrator shall be responsible for all phases of purchasing in accordance with board policy; for requisitions, current order purchasing, writing of specifications for bids, deliveries, storage, and other tasks related to the purchases, acceptance and distribution of supplies.

**Statutory Reference/Administrative Rule**

- RSA 194-C:4 II (a), Superintendent Services*
- NH Code of Administrative Rules*
- Section 303.01 (b), Substantive Duties of School Boards*

**DJ - PURCHASING**

<p><b>Timberlane Regional School District</b></p>	<p><b>Policy Code: DJAA</b></p>
<p><b>Adopted: 01-03-91</b>  <b>Revised: 09-20-01</b></p>	<p><b>Page 1 of</b>  <b><del>1</del> REPEALED</b></p>

**VENDOR SELECTION CRITERIA**

~~All vendors shall be evaluated and selected on the basis of:~~

- ~~1. Quality of goods and services offered for sale.~~
- ~~2. Ability to meet delivery dates.~~
- ~~3. Pricing.~~
- ~~4. Payment terms and shipping terms (e.g. FOB destination vs. FOB origin).~~
- ~~5. Discounts.~~
- ~~6. Warranty and adjustment of unsatisfactory.~~
- ~~7. References.~~
- ~~8. Credit Rating.~~
- ~~9. Bondability (if appropriate)~~

~~Only vendors meeting all in the best combination of the above criteria, as determined by the Board, business administrator, or Superintendent(s) will be favored with the District's business. Repealed by the Timberlane Regional School Board on \_\_\_\_\_. See policy DJG.~~

<b>Timberlane Regional School District</b>	<b>Policy Code: DJG</b>
<b>Adopted:</b>	<b>Page 1 of 1</b>

## VENDOR RELATIONS

In all purchasing activities, the Board shall:

1. Consider first the interests of the school system and the betterment of its educational program.
2. Endeavor to obtain the greatest value for every tax dollar expended.
3. Give all responsible bidders equal consideration and assurance of unbiased judgment in determining whether their products meet specifications and the educational needs of the school system.
4. Discourage the offer of, and decline, gifts which in any way might influence the purchase of school supplies and equipment.
5. Accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.

*Vendor selection shall be selected on the basis of:*

1. *Quality of goods and services offered for sale.*
2. *Ability to meet delivery dates.*
3. *Pricing.*
4. *Payment terms and shipping terms (e.g. FOB destination vs. FOB origin).*
5. *Discounts.*
6. *Warranty and adjustment of unsatisfactory.*
7. *References.*
8. *Credit Rating.*
9. *Bondability (if appropriate)*

*Only vendors meeting all in the best combination of the above criteria, as determined by the Board, business administrator, or Superintendent(s) will be favored with the District's business.*

<b>Timberlane Regional School District</b>	<b>Policy Code: DJB</b>
<b>Adopted: 05-05-83</b> <b>Revised: 01-03-91</b> <b>Revised: 10-07-99</b> <b>Reaffirmed: 06-19-08</b>	<b>Page 1 of 1</b>

## PURCHASING PROCEDURES

Purchasing procedures will be designed to ensure the best possible price for the desired products and services.

Procedures for purchasing will be developed by the Superintendent or his designee.

These procedures will require that all purchases are made on properly approved purchase orders and that for items not put to bid, price quotations will be solicited.

Special arrangements may be made for ordering perishable and emergency supplies.

**Legal References:**

*RSA 194-C:4 II (a), Superintendent Services*

*NH Code of Administrative Rules Section 303.01 (b), Substantive Duties of School Boards*

<b>Timberlane Regional School District</b>	<b>Policy Code:     DJE</b>
<b>Adopted:   01-03-91</b> <b>Amended:   06-19-08</b>	<b>Page 1 of 1</b>

## **BIDDING REQUIREMENTS**

The Superintendent is required to get written competitive bids on purchases of supplies, materials, equipment, and contractual services in the amount of \$10,000 or more. As a general rule, purchases of \$1,000 or more per item will require at least three competitive documented quotes for the open market. All purchases made in the open market shall be consummated after careful evaluation.

When bidding procedures are used, bids shall be advertised appropriately. Suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed to all merchants and firms who have indicated an interest in bidding.

All bids must be submitted in sealed envelopes, addressed to the Superintendent, and plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present.

The Superintendent reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the district. The Superintendent also reserves the right to waive any formalities in, or reject, any or all bids or any part of any bid. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified, shall not be considered. The Superintendent also reserves the right to negotiate with a bidder when all bids exceed the budgeted appropriation.

The bidder to whom the award is made shall be required to enter into a written contract with the district with appropriate bonding. Contractors shall be required to provide a certificate of insurance.

Specialized educational *and related* services are exempt from this policy when the interests of children so dictate (i.e. textbook purchases, psychological services, etc.).

*Existing services that continue to meet the needs of the district shall be subject to an annual review and may not need to go out to bid.*

**Legal References:**

*RSA 194-C:4 II (a), Superintendent Services*

*NH Code of Administrative Rules, Section Ed. 303.01 (b), Substantive Duties of School Boards*

<b>Timberlane Regional School District</b>	<b>Policy Code: DKB</b>
<b>Adopted: 09-20-01</b>	<b>Page 1 of 1</b>

### **SUMMER PAYMENT OF BILLS**

The Board authorizes any three members of the School Board to approve manifests from the Monday after the last regularly scheduled school board meeting in June to the Friday before the first regularly schedule school board meeting in September. This should allow for the timely payment of district obligations.

**DKB - SUMMER PAYMENT OF BILLS**

<b>Timberlane Regional School District</b>	<b>Policy Code: GBI</b>
<b>Adopted:</b>	<b>Page 1 of 1</b>

## **STAFF PARTICIPATION IN POLITICAL ACTIVITIES**

The School Board recognizes that employees of the school district have certain civic rights. Employees, as citizens, have a right to engage in political activities. Nevertheless, this right to engage in political activities may be reasonably conditioned by the School Board as an employer. This policy defines the types of conduct that are not permitted.

Employees will not advocate their personal political views or engage in political activities defined in this policy during hours of official employment. Employees will not exploit students in any way to promote their personal political views. Employees will not misrepresent their political views as those of the school division. Examples of activities that are not permitted include:

1. Representing personal political views as those of the school division; employees should always take adequate precautions to distinguish between their personal political views and those of the school division;
2. Interfering with colleague's exercise of political and citizenship rights and responsibilities; and
3. Using school division privileges, school division resources or working time to promote political candidates or for partisan political activities.

It is the intent of this policy that political activities be narrowly defined to mean only "partisan political activities." Partisan political activities would include the posting of political circulars or petitions, collection and/or solicitation of campaign funds, solicitations for campaign workers and other activities of a clearly partisan nature, including those activities relating to local, state, or federal elections.

Nothing in this policy is to be construed as precluding discussion of current events or conducting mock elections, debates, conventions or similar simulated political activities, where the activity is primarily intended as an educational experience.

**Legal Reference:**

Garcetti et al v. Ceballos, 547 U.S. \_\_\_\_ (2006)