

## **Agenda Worksheet**

**School Administration Unit #101  
Wakefield School District Board  
Meeting:**

**Paul School Library**

**60 Taylor way, Sanbornville, NH**

**Date: Tuesday, September 6, 2022 at  
6:00pm**

**Transportation Meeting at 5:15pm**

1. **CALL TO ORDER** - Chair, followed by **FLAG SALUTE**
2. **AGENDA REVIEW**
3. **Relf Fogg**
4. **PUBLIC COMMENTS:** Public's opportunity to speak to items on the agenda.
5. **CONSENT AGENDA**
  - a. AP Manifest - Batch #36577, \$520.99; Batch #36583, \$117,257.55; Batch #36596, \$2,516.55; Batch #36605, \$4,657.18; Batch #36648, \$136.56; Batch #36656, \$381.50; Batch #36663, \$460.55; Batch #36665, \$737.67
  - b. Payroll Manifest - Batch #36586, \$157,683.46
6. **MEETING MINUTES**
  - a. WSB 08.23.22 Public (draft)
7. **REPORTS**
  - a. Superintendent's Report
  - b. School Administration Report
8. **OLD BUSINESS**
  - a. Follow-up
  - b. Corrective Action Plan Letter
  - c. School Food Service Agreement
9. **NEW BUSINESS**
  - a. Paving
10. **SUB COMMITTEE UPDATES**
  - a. Transportation updates
11. **NOMINATIONS/HIRES/RESIGNATIONS**
  - a. Morgan Caswell
12. **NON-PUBLIC:** RSA 91-A:3 II, if required.
13. **ADJOURNMENT:** \_\_\_\_\_ **PM**

## Agenda Worksheet

**Upcoming: The next Wakefield School Board meeting will be held September 20, 2022**

Statutory Reasons cited as foundation for the Nonpublic Sessions.

91-A:3, II (a): The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted.

91-A:3, II (b): The hiring of any person as a public employee.

91-A:3, II (c): Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of this board, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver of a fee, fine or other levy, if based on inability to pay or poverty of the applicant.

91-A:3, II (d): Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are averse to those of the general community.

91-A:3, II (e): Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against this board or any subdivision thereof, or by or against any member thereof because of his or her membership therein, until the claim or litigation has been fully adjudicated or otherwise settled.

91-A:3, II (i): Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

91-A:3, II (j): Consideration of confidential, commercial, or financial information that is exempt from public disclosure under RSA 91-A:5, IV in an adjudicative proceeding pursuant to RSA 541 or RSA 541-A.

91-A:3, II (k): Consideration by a school board of entering into a student or pupil tuition contract authorized by RSA 194 or RSA 195-A, which, if discussed in public, would likely benefit a party or parties whose interests are averse to those of the general public or the school district that is considering a contract, including any meeting between the school boards, or committees thereof, involved in the negotiations.

91-A:3, II (1): Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public body, even where legal counsel is not present.

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Report # 56869

Check Batch: 36577  
 Check Header: (N / A)  
 Check Numbers: (First) - (Last)  
 Check Dates: (Earliest) - (Latest)  
 Cash Account Numbers: (First) - (Last)  
 Bank Account Code: (N/A)  
 Check Authorization Code: AP  
 Minimum Check Amount: \$0.00  
 Sorted By:  
 Include Payable Information: No  
 Include Payable Dist Information: No  
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
36577	90170	08/16/2022	175	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	0.00	520.99
Totals:					0.00	\$520.99

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
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### WAKEFIELD SCHOOL DISTRICT - SCHOOL BOARD AND SUPERINTENDENT APPROVALS

*Mary Collins*  
Mary Collins, School Board Chairman

*Brennan Peaslee*  
Brennan Peaslee, School Board Vice-Chairman

*Sandrea Taliaferro*  
Sandrea Taliaferro, School Board Member

*Robert DeCollinacker*  
Robert DeCollinacker, School Board Member

*Bob Ouellette*  
Robert Ouellette, School Board Member

*Carlene Stewart*  
Carlene Stewart, Treasurer

*Anne L. Kebler*  
Anne Kebler, CEO

1 Check Listed.

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 56874

Check Batch: 36583  
Check Header: (N / A)  
Check Numbers: (First) - (Last)  
Check Dates: (Earliest) - (Latest)  
Cash Account Numbers: (First) - (Last)  
Bank Account Code: (N/A)  
Check Authorization Code: AP  
Minimum Check Amount: \$0.00  
Sorted By:  
Include Payable Information: No  
Include Payable Dist Information: No  
Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
36583	21543	08/18/2022	2957	BENEFIT STRATEGIES, LLC	0.00	479.79
	21544	08/18/2022	1190	CLEAN-O-RAMA	0.00	535.46
	21545	08/18/2022	363	DIPRIZIO GMC TRUCKS INC.	0.00	897.84
	21546	08/18/2022	9477	HOWARD SYSTEMS	0.00	23,269.20
	21547	08/18/2022	1950	ILENE B. SPITZER, M.D.	0.00	700.00
	21548	08/18/2022	9367	JODI FURLONG	0.00	490.00
	21549	08/18/2022	23	JP PEST SERVICES INC	0.00	624.00
	21550	08/18/2022	9047	JW PEPPER & Son, Inc.	0.00	55.99
	21551	08/18/2022	9047	JW PEPPER & Son, Inc.	0.00	1,001.40
	21552	08/18/2022	1005	LONGMEADOW FARM & HOME SUPPLY	0.00	102.34
	21553	08/18/2022	75	MAYRAND COMPUTER SERVICES	0.00	2,130.00
	21554	08/18/2022	596	NH SCHOOL HEALTH CARE COALITION	0.00	70,873.50
	21555	08/18/2022	2265	NWEA	0.00	3,900.00
	21556	08/18/2022	9290	PAGE STREET LEASING, LLC	0.00	75.00
	21557	08/18/2022	708	SCHOOL HEALTH CORPORATION	0.00	839.73
	21558	08/18/2022	707	SCHOOL HEALTH SUPPLY	0.00	133.91
	21559	08/18/2022	9530	SOLJANT	0.00	888.00
	21560	08/18/2022	1122	STATE OF NH - DMV	0.00	1,000.00
	21561	08/18/2022	9292	SWANK MOVIE LICENSING USA	0.00	555.00
	21562	08/18/2022	9191	TORRES, LUIS	0.00	350.00
	21563	08/18/2022	9226	TOWN OF WAKEFIELD - TAX COLLECTOR	0.00	4,791.90
	21564	08/18/2022	2164	W.B. MASON COMPANY	0.00	661.90
	21565	08/18/2022	834	WASTE MGMT OF NH-ROCHESTER	0.00	2,504.78
	21566	08/18/2022	9467	WHITE, KRISTEN	0.00	397.81
Totals:					0.00	\$117,257.55

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
WAKEFIELD SCHOOL DISTRICT - SCHOOL BOARD AND SUPERINTENDENT APPROVALS						
				<i>Mary Collins</i> Mary Collins, School Board Chairman		
				<i>Brennan Peaslee</i> Brennan Peaslee, School Board Vice-Chairman		
				<i>Sandra Taliaferro</i> Sandra Taliaferro, School Board Member		
				<i>Robert DeColimacke</i> Robert DeColimacke, School Board Member		
				<i>Bob Ouellette</i> Robert Ouellette, School Board Member		
				<i>Carlene Stewart</i> Carlene Stewart, Treasurer		
				<i>Anne L. Kebler</i> Anne Kebler, CEO		

24 Checks Listed.

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Report # 56902

Check Batch: 36596  
 Check Header: (N / A)  
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 Check Dates: (Earliest) - (Latest)  
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 Check Authorization Code: AP  
 Minimum Check Amount: \$0.00  
 Sorted By:  
 Include Payable Information: No  
 Include Payable Dist Information: No  
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
36596	90171	08/18/2022	669	EVERSOURCE	0.00	2,516.55
Totals:					0.00	\$2,516.55

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
WAKEFIELD SCHOOL DISTRICT - SCHOOL BOARD AND SUPERINTENDENT APPROVALS						
				<u>Mary Collins</u> Mary Collins, School Board Chairman		
				<u>Brennan Peaslee</u> Brennan Peaslee, School Board Vice-Chairman		
				<u>Sandrea Taliaferro</u> Sandrea Taliaferro, School Board Member		
				<u>Robert DeCollmacker</u> Robert DeCollmacker, School Board Member		
				<u>Bob Ouellette</u> Robert Ouellette, School Board Member		
				<u>Carlene Stewart</u> Carlene Stewart, Treasurer		
				<u>Anne L. Kebler</u> Anne Kebler, CEO		

1 Check Listed.



# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 56911

Check Batch: 36605  
 Check Header: (N / A)  
 Check Numbers: (First) - (Last)  
 Check Dates: (Earliest) - (Latest)  
 Cash Account Numbers: (First) - (Last)  
 Bank Account Code: (N/A)  
 Check Authorization Code: AP  
 Minimum Check Amount: \$0.00  
 Sorted By:  
 Include Payable Information: No  
 Include Payable Dist Information: No  
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
36605	21567	08/23/2022	9565	MILLEN, ELAINE	0.00	4,083.13
	21568	08/23/2022	9566	THE PINK HOUSE	0.00	574.05
Totals:					0.00	\$4,657.18

9

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
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## WAKEFIELD SCHOOL DISTRICT - SCHOOL BOARD AND SUPERINTENDENT APPROVALS

*Mary Collins*  
Mary Collins, School Board Chairman

*Brennan Peaslee*  
Brennan Peaslee, School Board Vice-Chairman

Sandrea Taliaferro, School Board Member

*Robert DeColinacker*  
Robert DeColinacker, School Board Member

*Bob Ouellette*  
Robert Ouellette, School Board Member

*Carlene Stewart*  
Carlene Stewart, Treasurer

*Anne L. Kebler*  
Anne Kebler, CEO

2 Checks Listed.

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Report # 56920

Check Batch: 36648  
 Check Header: (N / A)  
 Check Numbers: (First) - (Last)  
 Check Dates: (Earliest) - (Latest)  
 Cash Account Numbers: (First) - (Last)  
 Bank Account Code: (N/A)  
 Check Authorization Code: AP  
 Minimum Check Amount: \$0.00  
 Sorted By:  
 Include Payable Information: No  
 Include Payable Dist Information: No  
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
36648	90172	08/25/2022	958	CONSOLIDATED COMMUNICATIONS	0.00	136.56
Totals:					0.00	\$136.56

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
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### WAKEFIELD SCHOOL DISTRICT - SCHOOL BOARD AND SUPERINTENDENT APPROVALS

*Mary Collins*  
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Brennan Peaslee, School Board Vice-Chairman

*Sandra Taliaferro*  
Sandra Taliaferro, School Board Member

*Robert DeCofmacker*  
Robert DeCofmacker, School Board Member

*Bob Ouellette*  
Robert Ouellette, School Board Member

*Carlene Stewart*  
Carlene Stewart, Treasurer

*Anne L. Kebler*  
Anne Kebler, CEO

12

1 Check Listed.

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 56926

Check Batch: 36656  
 Check Header: (N / A)  
 Check Numbers: (First) - (Last)  
 Check Dates: (Earliest) - (Latest)  
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 Minimum Check Amount: \$0.00  
 Sorted By:  
 Include Payable Information: No  
 Include Payable Dist Information: No  
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
36656	21569	08/26/2022	9472	WILDLIFE ENCOUNTERS, LLC	0.00	381.50
Totals:					0.00	\$381.50

13

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
WAKEFIELD SCHOOL DISTRICT - SCHOOL BOARD AND SUPERINTENDENT APPROVALS						
				<i>Mary Collins</i> Mary Collins, School Board Chairman		
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				<i>Sandrea Taliaferro</i> Sandrea Taliaferro, School Board Member		
				<i>Robert DeCollmacker</i> Robert DeCollmacker, School Board Member		
				<i>Bob Ouellette</i> Robert Ouellette, School Board Member		
				<i>Carlene Stewart</i> Carlene Stewart, Treasurer		
				<i>Anne L. Kebler</i> Anne Kebler, CEO		

14

1 Check Listed.

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Check Batch: 36663  
 Check Header: (N / A)  
 Check Numbers: (First) - (Last)  
 Check Dates: (Earliest) - (Latest)  
 Cash Account Numbers: (First) - (Last)  
 Bank Account Code: (N/A)  
 Check Authorization Code: AP  
 Minimum Check Amount: \$0.00  
 Sorted By:  
 Include Payable Information: No  
 Include Payable Dist Information: No  
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
36663	21570	08/30/2022	2881	KEBLER, ANNE	0.00	460.55
Totals:					0.00	\$460.55

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
WAKEFIELD SCHOOL DISTRICT - SCHOOL BOARD AND SUPERINTENDENT APPROVALS						
				<u>Mary Collins</u> Mary Collins, School Board Chairman		
				<u>Brennan Peaslee</u> Brennan Peaslee, School Board Vice-Chairman		
				<u>Sandra Taliaferro</u> Sandra Taliaferro, School Board Member		
				<u>Robert DeCollmacher</u> Robert DeCollmacher, School Board Member		
				<u>Bob Ouellette</u> Robert Ouellette, School Board Member		
				<u>Carlene Stewart</u> Carlene Stewart, Treasurer		
				<u>Anne L. Kebler</u> Anne Kebler, CEO		

1 Check Listed.



# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Check Batch: 36665  
 Check Header: (N / A)  
 Check Numbers: (First) - (Last)  
 Check Dates: (Earliest) - (Latest)  
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 Minimum Check Amount: \$0.00  
 Sorted By:  
 Include Payable Information: No  
 Include Payable Dist Information: No  
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
36665	90173	08/30/2022	834	WASTE MGMT OF NH-ROCHESTER	0.00	737.67
Totals:					0.00	\$737.67

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
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### WAKEFIELD SCHOOL DISTRICT - SCHOOL BOARD AND SUPERINTENDENT APPROVALS

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*Brennan Peaslee*  
Brennan Peaslee, School Board Vice-Chairman

Sandra Taliaferro, School Board Member

*Robert DeColfinacker*  
Robert DeColfinacker, School Board Member

Robert Ouellette, School Board Member

*Carlene Stewart*  
Carlene Stewart, Treasurer

*Anne L. Kebler*  
Anne Kebler, CEO

1 Check Listed.



# Wakefield School Board Public Minutes

August 9, 2022

Held in the SAU Conference Room

Draft

BOARD MEMBERS		ADMINISTRATORS	
Mary Collins, Chair	✓	Anne Kebler, Chief Education Officer	✓
Brennan Peaslee, Vice Chair	✓	Frank Markiewicz, Business Administrator	
Bob Ouellette	✓	Lisa Dubois, Special Ed Director	
Sandrea Taliaferro	✓	Kristen White, Principal	✓
Robert DeColfmacker	✓		

In attendance: bus driver Bethany Whitten

Mrs. Collins opened the meeting at 6:10 with the flag salute.

## Agenda Review

Mrs. Kebler said she has a resignation that was submitted the end of last week to be added to the agenda. She asked that bus routes be done early in the meeting so Ms. Whitten can get home.

## Bus Routes

Mrs. Kebler said she was very thankful to the bus drivers for pulling together and working for almost two weeks to get these routes done. They worked straight through to three o'clock this afternoon. She said these will be temporary bus routes until two drivers get their CDL's. They will be testing next week. Then they have a driver that will be out for a week and a half so the new routes will not begin until after that. This will require a later start and end time to the day.

Mrs. Peaslee said if John did an earlier elementary route, he could be earlier. His first pickup isn't until 7:48 at Access Road. Maybe if he picked something closer like Perkins Hill Road. Mrs. Kebler said every time they tried to reroute the routes there was a barrier. Mrs. Kebler said they have an applicant for bus monitor that we're hoping to convince to want to be a bus driver of a small van and that would solve our problems. Mrs. Peaslee said that one of the bus drivers won't be out of Spaulding until 7:25 because Special Ed doesn't pick up until after that.

Mrs. Taliaferro said this is just temporary and we don't have to mark our kids tardy because they got there at 8:30. Mrs. Kebler said that dismissal time would be later as well. Mrs. Taliaferro said for such a short time she thinks it's a temporary problem with an easy solution once the training is done. She doesn't see a problem with this short term change and hopefully the parents will be understanding. Mrs. Peaslee said she sees some changes that could be made to get the buses here earlier. If you wanted to get John here earlier according to the numbers, you could put more students on the black route. You have 77 passenger buses. One driver is coming down rt. 16, why isn't she coming over and doing Stoneham Road and saving that time? The numbers work.

She doesn't have a high school route so she can start a few minutes earlier than him. So why wouldn't she be doing the rest of the stuff off rt. 16 to take some of the pressure off of John? Ms. Whitten said she's also going to be part of Parks and Rec pickup. Mrs. Peaslee said she can do them as part of her route, it's a 77 passenger, there's plenty of room for more than 42 kids like most of these routes have. There should be sixty to sixty five kids on each of these buses. Mrs. Peaslee said these are just my suggestions. We're wasting time not putting the number of kids that the bus can handle. It's not Covid anymore. Mrs. Kebler said she has to post something tomorrow and these routes are temporary. Mr. Ouellette said yes temporary.

**Mr. Ouellette made a motion, seconded by Mrs. Taliaferro, to approve the bus routes as they sit tonight. (Vote 4-1)**

Mr. DeColfmacker asked the time frame. Mrs. Kebler said middle of October. Mrs. Peaslee asked how many high school feeder buses are there? Ms. Whitten said we have one that meets with John as he has the furthest route. Mrs. Peaslee said that's another way we could get the kids here sooner, if we had more feeders. When we were SAU 64, we had three feeder buses. Mrs. Peaslee said that timing for Spalding has always been an issue but even with the number of drivers we have now, it's doable. She knows, because she's done it.

Mrs. Kebler asked for good notes as she is asking the Board to approve the temporary bus routes and then look at Mrs. Peaslee's recommendations. Mrs. Peaslee said she just didn't want to change the time of school. Mrs. Peaslee asked Mrs. Taliaferro if that was just the routes, not changing the times for school and Mrs. Taliaferro replied yes, we already did that and Mrs. Peaslee said but we changed them back and needed to change them for the temporary routes again. Mrs. Taliaferro said they will be tardy without being marked tardy. Mrs. Collins said that was something different.

### **Public Comments**

None

### **Consent Agenda**

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to approve the Consent Agenda. (Vote 5-0)**

### **Meeting Minutes**

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to approve the 8-9-22 non public minutes. (Vote 5-0)**

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to approve the 8-9-22 public minutes. (Vote 5-0)**

### **Reports**

#### **Student Services Report**

Special Education Update: Summer has been a busy time with new students enrolling and others leaving, Students with special education needs received their Extended School Year services in conjunction with the Summer Enrichment Program over the four weeks in July and those

students receiving services through the Partner Program had an additional week the first week of August. We have also been actively looking to hire a Special Education Teacher/Case Manager as well as paraprofessionals and ABA Tutors. We have filled several vacancies but continue to have a need to fill more positions.

### **Old Business**

Mrs. Taliaferro said she got a promotion and as soon as she trains her replacement there will no longer be a conflict with juvenile cases. The Board congratulated her on her promotion.

### **Follow Up**

1. Mrs. Kebler said you can't shut down an old website, it remains on your browser. Mrs. Soares replied there is a way to do that. She has been updating the new website. Mr. DeColfmacker said when someone does a google search the old website comes up first and will that be rectified? Mrs. Soares suggested that we can update the old website and give them a link to the new one.
2. Mrs. Kebler sent a letter to Mr. Scala expression gratitude to the town, Mr. Mitchell and his crew for all the work they did.
3. Mrs. White has communicated with Juggler Jason Tardy and they will bring him in using grant funding. Mrs. White said she talked to him about a bulling presentation for the students staff and community. She said the new PE teacher does a unit on juggling.
4. Mr. Markiewicz has the draft audit report. When they have the final report. It will come to the Board.
5. Mrs. Kebler said they were able to start the food service application last week because they had to wait to get their corrective action plan approved first. Mr. Markiewicz is finishing up the food service application. He requested a waiver for the DOE25. Mr. Markiewicz is in tomorrow and we'll know how quickly we can get the end of the year numbers for the Budget Committee meeting.

### **Old Business**

#### **Paul School Student and Family Handbook 22-23**

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to approve the change to eliminate 'until exiting the building' on page 13 under Cell Phones, bullet 2, entering and exiting school property. (Vote 5-0)**

**Mrs. Peaslee made a motion, seconded by Mrs. Collins, to approve the Student/Family Handbook for the 2022-2023 school year. (Vote 5-0)**

### **New Business**

#### **Teacher Workshop Agenda**

Mrs. Kebler read the agenda for the teacher workshops being held. She invited the Board members who can make it to the welcome back breakfast tomorrow morning and said the theme for the year is promoting kindness and respect.

### PTA Committee Member

Mrs. Collins asked about having a representative from the Board to the PTA to keep the lines of communication open and to report back to the Board. Mrs. Taliaferro offered to be that Rep.

### Policies 1st Reading

Policy JFAD -revise-

Mrs. Kebler said they had waived the preschool tuition because of Covid and had to limit non identified students. The policy committee has decided to continue with tuition. She would like to send this back to the Policy Committee because the person that oversees preschool had a lot of good questions about tuition, payment, absences and snow days.

### Nominations, Hires, Resignations

Mrs. Peaslee asked to have an FYI when current staff are moved to a different position within the school.

Mrs. Taliaferro asked about some missing information on the hiring sheets. Mrs. Kebler said that she was on vacation and will be meeting with those two individuals to assign applicable tracks and pay. These positions have previously been planned and budgeted. Speech Assistant is listed under Paraprofessional.

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to accept the nomination of Tammy Canney as a Speech Language Assistant. (Vote 5-0)**

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to accept the nomination of Danielle McKellar as an In School Suspension Paraprofessional .**

(Mrs. White said when no students are in ISS she will be assigned to other duties) They are hoping not to have to use the ISS person everyday like last year but we know there are areas where we will need her daily. Mr. Kebler said we now have a budgeted inhouse substitute who will report to the school on a daily basis. Her name is Kim Hurley and we already know that she'll be substituting at the beginning of the year for an ABA Tutor. We are still looking for ABA Tutors. We have a teacher going out on maternity leave and if we don't find a substitute teacher Ms. Hurley will be in for her. She said as we approach the budget this year, we need to decide what to call this position and have a job description.

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to accept Jaden McKellar as an ABA Tutor. (Vote 5-0)**

Mrs. Kebler passed out Policy GOQC Resignation of Instructional Staff Member.

She said she had received a resignation from Kate Kelly who was to be the Title 1 Coordinator this year. She resigned to take a Special Ed Teacher position in Rochester. A classroom teacher is also a potential resignation. She said we did accept a resignation this year right after July 1<sup>st</sup>. Mrs. Kebler has had a conversation with the Superintendent and the Resource Director and let them know school was opening tomorrow. They indicated that they will still bring this person to their Board on Thursday. They said we can advertise and they understood that we would keep her until we filled her position. If the second grade teacher resigns we will have two second grade classes with thirty students.

**Mr. Ouellette made a motion, seconded by Mrs. Peaslee, to follow the policy and keep Ms. Kelley on until we can actually fill the position. (Vote 3-2)**

Mrs. Kebler read Mrs. Kelly's letter of resignation submitted on August 18<sup>th</sup>.

**Mr. Ouellette made a motion to amend his previous motion to read as follows: Given the needs of our school he would like to have this persons position held until a replacement is found with a new contract written and signed. The motion was seconded by Mrs. Collins. (Vote 4-1)**

This policy and the Kingswood Lottery policies will be going to the Policy Committee.

**Adjournment**

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to adjourn the meeting at 7:25 (Vote 5-0)**

Respectfully submitted for approval at the next School Board meeting,

Priscilla Colbath  
School Board Secretary

## Superintendent Report

SAU 101

September 6, 2022

We had a very exciting and positive start to our school year with the Back-to-School Barbecue as a kick off. The Barbecue was well attended, and we all received very positive feedback of the opening of school. We are excited to start the year off in such a positive manner, and we continue to move forward and not allow the barriers of the current state of education change our positive approach to the school year.

It has certainly been a very busy summer at the SAU office and some updates are listed below:

- **Food Service** – our application has been submitted and was submitted well within the time limit – first time in 3 years this has happened. Thank you goes to Frank our BA for the hard work he put into this. In addition, our Corrective action plan has been submitted and approved. Back up documentation of our food service CIP and food service contract is in the back up.
- Also, with regard to **food service**, our technology company has worked with Fresh Picks to get our POS up and running for School Bucks, the problem has been that the system does not communicate with our new student infinite campus student information system, Howard Technologies has made this a priority and we hope that it will be corrected by the first of the next week. Currently we are keeping track of the breakfast and lunch purchases that have been made, and we will input this information into our POS . I have used school messenger to announce any updates we have on our MY School Bucks status. All students have had access to both breakfast and lunch. This has been communicated to our school community more than once this week. Frank Markiewicz is working with Laurie Newsome, who will process our free and reduced lunches and work with Fresh Picks to do the monthly reporting of food service.
- **Technology:** Howard Systems is working hard to get our technology needs in place and we are currently working on roles and responsibilities for all members of our technology team. Job descriptions for our technology employees will be brought to the board for approval at our next board meeting. Frank Markiewicz is working directly with Howard Systems to develop a hierarchy of services that will best meet our teachers needs.
- **Transportation:** While we continue to have some struggles with the times of pick up and drop off, we are working to refine our routes. Our two buss drivers training for their CDL licenses tested on September 2, this date is as I write this appointment, so I will be able to share the updates on our driver status on Tuesday at the board meeting. **A big shout out to Celeste, our trainer for the year, as she has stepped up to the plate and performed many tasks related to the job of a transportation manager and is training our bus drivers need to assist with the day-to-day operations of transportation. This has been very helpful, and we are grateful!**  
In addition we have hired a bus monitor who we hope will also train to be a small bus driver, and we have two other potential applicants to drive for us. I will be meeting with these two candidates this coming school year.



- **Grants:** Catching up on grant posting and cleaning up our grant information in our accounting system has been a long project which took Frank Markiewicz most of July and August to clean up. We are finally caught up and we have started to see the revenue come in for the expenses of our grants this year. Frank is now training Laurie
- Newsome to do the monthly grant posting which should improve our system of grant reporting greatly! This will be a great improvement for the processing of grants.
- **Budget Process:** I will be meeting with the Budget Committee on Wednesday September 7, 2022. At this meeting I suspect that we will have a timeline for the process. We will need to schedule a budget workshop meeting to review the initial draft of our budget for this year and I believe the Budget Committee is hopeful to have their first reading of the budget prior to Thanksgiving. I will share the budget committee timeline with the board next board meeting. I will be looking for the board to recommend a direction as to what they are looking for in regard to budget development, and what they will be looking for in the budget ie: what type of increase they are looking for, do they have specific needs they would like me to address.

Thank you for your continued support,  
Respectfully Submitted,

Anne L Kebler

## School Administration Report September 2022

- Beginning on August 1st, many staff had the opportunity to participate in a four day Literacy Seminar facilitated by Pam Stiles. This Literacy Seminar had us exploring ideas around literacy and uncovering a common definition and understanding of literacy, digging into our standards, and exploring ways to develop a common pre-k through 8 structure for literacy development. These four days helped all of us envision the next steps in curriculum development for Literacy at The Paul School.
- Our School Leadership team met on August 10th to plan for our school year. We discussed the schedule, routines, and the need for consistent and clear communication to help facilitate the flow of information and collaboration throughout the school. In addition, our dynamic Middle School team met on August 17th to ensure appropriate placement and to begin setting expectations and routines for students.
- On August 22nd and 23rd we welcomed our Paul School New Staff to join us for New Staff Orientation. Breakfast was provided by the WEA and WPA, and the PTA came to welcome our new members of the Paul School team and share about their program. We used the two days to build relationships among our new and mentor staff and to ensure that we provided our new staff with the tools and resources they needed to have a successful start to the school year, including learning more about assessment at The Paul School, standards, emergency procedures, and our community.
- Our incredible PTA provided our new staff with a Back to School goody bag that promoted encouragement, support and an appreciation for the hard work they do. The PTA welcomed our new Kindergarten families and our school community during our Kindergarten Orientation and Back to School BBQ, their support of our school is inspiring and we are looking forward to continued collaboration with all members of the PTA.
- A special thank you to our School Board for the Meet and Greet event they sponsored to welcome our Assistant Principal Ivy Leavitt Carlson and our Director of Special Education Lisa Dubois. We are excited to have both of them as members of the Paul School District Administration team, their impact has been positive and we are excited to build off the hard work and collaborative approach we are taking as a team.
- We welcomed all staff back on August 24th with a powerful presentation of hope from Superintendent Kebler. We would like to thank the Wakefield School Board for providing a wonderful breakfast from the Wakefield Inn. During Our Professional Development Days we took time to reflect on the experiences and strengths each member of our Paul School Staff bring to our team. Collectively we have 1,071 years of experience working with children and families. We are grateful for each member of our team and look forward to the 2022-2023 school year.
- We are thankful to the Wakefield Police Department for the Active Shooter training that all staff received on Wednesday, August 24th. While a sobering concept, this training helped staff feel better prepared for emergency situations and to have their questions answered.
- On Monday August 29th we had our Back-to-School Barbeque, and it was a huge success. We served hamburgers, hotdogs, watermelon, salad, chips, cookies, and water to more than 400 people. The highlights of the evening were happy families seeing their classrooms and meeting their teachers while also enjoying a community event by The Wildlife Encounters and playing on our new playground. We have received wonderful feedback on the first days of school by both students and families that they can see and feel the hard work that our incredible Paul School staff has put in to make this year a positive experience for our community.
- A special thank you to Mary Collins, Gino Bernier, Michelle Bernier, Liz Parker, Elishia Slattey, Karen Nason, Jeanne Baker, Joseph Palmariello, John Burger, Margie O'Kane, Bobbie Shearer, Gloria and Glen Ballinger, Paige Holman and Mary Wing Soares for all their hard work in setting up, breaking down and serving food at our Back to School Barbeque. Events such as these are only

possible when you have amazing community members working together to create a positive culture, our success is built upon a supportive community that works together for our children.

- As a school community, our goal is to Spread Kindness. Superintendent Kebler designed a wonderful t-shirt for all our staff and students. We will be wearing these on Community Days and special event days. Thank you to Collin Sports for working with us on the design and for making a special delivery to our school to ensure that we had our t-shirts in time for our Back to School events. We would like to thank Cindy Trentsh for sorting, folding and delivering to all of our classrooms.
- Our first day of school was on August 30th and went smoothly. It was wonderful to welcome our students back to the Paul School, to have them eating in the cafeteria, using our new playground, and traveling to their Integrated Arts classes. As I walked through the building and joined in on each classroom, I was impressed with both the students and our staff for taking time to foster positive relationships and build classroom communities that promote our school theme of spreading kindness. This school year is off to a great start!
- We would like to thank our bus drivers for their patience, flexibility, and hard work as they have revised routes to ensure that students are transported to and from school on time. They have worked tirelessly to ensure coverage and a successful start to the school year.
- Sign ups for soccer and Heart and Sole have begun, we are looking forward to after school activities that encourage our students to try new skills as well as work together as a team to achieve a common goal.
- Infinite Campus, our new School Information System, is nearing completion. Thank you to Jen Hayward for tirelessly working on the migration from PowerSchool. Staff training has begun and additional training will be based on the needs of staff. When implementation is completed, Paul School families will be notified of how to access their children's accounts.
- Custodial staff were hard at work this month assisting with moving classrooms, painting, and completing repairs. Throughout the summer we had many staff volunteer their time to help with moving boxes, completing inventory checks and helping with any need we had. Our school community is what makes us a better school and when we all work together as a team, our potential is limitless.

#### Upcoming Events:

- Friday September 2nd- No School
- Monday September 5th- No School Labor Day
- Tuesday September 6th- School Board Meeting- Paul School Library -6 PM
- Wednesday September 7th- PBIS Committee Meeting- Paul School Library - 7:30 AM
- Wednesday September 7th- Policy Meeting- SAU Conference Room- 10 AM
- Tuesday September 13th- Climate and Culture Committee Meeting- Paul School Room 401-7:45 AM
- Tuesday September 13th- Paul School Leadership Team Meeting- Paul School Library- 3:30 PM
- Tuesday September 13th- PTA Meeting- Wakefield Inn- 5:30 PM
- Wednesday September 14th- Fire Drill 9 AM
- Tuesday September 20th- School Board Meeting- Paul School Library- 6PM
- Wednesday September 21st- Paul School Staff Meeting- Gymnasium- 3:30 PM
- Tuesday September 27th- Fire Drill- 9 AM
- Friday September 30th- Community Day

**SCHOOL ADMINISTRATIVE UNIT #101**

Wakefield School District  
76 Taylor Way  
Sanbornville, New Hampshire 03872  
Telephone (603) 871-8502  
Fax (603) 871-8608

*Kelly Rambeau* 8.18.22  
ONPS Administrator

*Anne Kebler, CEO*  
*Chief Education Officer*

*Frank Markiewicz*  
*Business Administrator*

August 10, 2022

Ruth Howard  
Program Specialist II  
Office of Nutrition Program & Services  
New Hampshire Department of Education  
25 Hall Street  
Concord, NH 03301

Reference: Corrective Action Plan  
Submission of NSLP Annual Application

Dear Ms. Howard:

Please accept this letter as submission of the District's Corrective Action Plan ("CAP") in response to the Administrative Technical Assistance Meeting held on June 1, 2022. Specifically, this CAP addresses the district's noncompliance with completing the online National School Lunch Program ("NSLP") and Fresh Fruit and Vegetable Program ("FFVP") online applications as required prior to the start of each school year, in August per the Office of Nutrition Programs & Services timeline.

In review of the district's past practices in relation to the application process, it is apparent that lack of supervision, training, and a turnover of SAU staff contributed to the NSLP application not being timely filed. Additionally, due to the lack of supervision, there lacked a "check and balance" to ensure the application was submitted and accepted.

The following outlines the district's CAP on filing timely NSLP and FFVP annual applications:

Process and Procedures

The Business Administrator is responsible for the district's food service program. This administrator is to ensure that staff involved in the district's food service program are aware of their responsibilities as they relate to the NSLP/SBP and FFVP programs.

- In July of each year, the Business Administrator will place on the district's calendar for the upcoming school year all filing requirements defined in the Office of Nutrition Programs and Services timeline calendar. This calendar item will include the Superintendent for information and follow-up for completion.
- In August of each year, the Business Administrator will complete the NSLP and FFVP online applications and verify submission to the Superintendent via email.
- Business Administrator will place in the district calendar a "follow-up" in two weeks of submission, confirming notification of approval from the NH

- Business Administrator will confirm with the Superintendent via email when the online applications are approved.
- Business Administrator will remain current on rules and regulations by attending NH DOE sponsored conferences and trainings.

#### Responsibility

It is the ultimate responsibility for the timely filing of the NSLP and FFVP subject applications of the Superintendent, with the assistance of the Business Administrator. The Superintendent shall be provided with written verification from the Business Administrator before August 15<sup>th</sup> of each year that the subject applications were filed and will further notify the Superintendent when accepted by NH DOE.

#### Annual Calendar

The district has implemented a SAU calendar (Attached) of annual filings and reports required by various state agencies, including the New Hampshire Department of Education. Specifically, this calendar will ensure that successors to either the Superintendent or Business Administrator are aware of the NSLP and FFVP applications are to be completed in the month of August. This calendar seeks to communicate and clearly define the action required and the responsible administrator.

#### Implementation

The process and procedures identified in this CAP are to be immediately implemented and the SY 2022-2023 NSLP and FFVP online applications will be process pending approved of the submitted CAP. Additionally, this CAP will be discussed and reviewed at the next School Board meeting, bringing to the board's attention the past condition that resulted in the need to develop the procedures to ensure compliance.

#### Documentation

Documentation to verify that the NSLP and FFVP online applications have been filed and approved will be maintained by the Business Administrator at the SAU office. These documents will include:

- Copy of the submitted applications
- Copy of the email from Business Administrator to the Superintendent confirming application submission
- Copy of the NH DOE notification of acceptance of the submitted applications
- Copy of the email from the Business Administrator to the Superintendent conforming application submission

Our signatures below confirm our commitment to this CAP and understand that the one-time exception to this condition is only available once in a 36-monthh period for each Child Nutrition Program for circumstances within our control.

 8/10/2022  
Anne Kebler Date  
Chief Education Officer

 8/10/22  
Frank Markiewicz Date  
Business Administrator

## SCHOOL FOOD SERVICE AGREEMENT

Date: July 5 2022

Client: Wakefield School District: Paul School

Contractor: Fresh Picks Café, LLC

Initial Period Covered by Contract: 10/15/2017

### INDEX

Section 1. Authorization and Service Area(s)

Section 2. Service Policies, Standards

Section 3. Cleaning, Laundry, Maintenance, Utilities

Section 4. Equipment, Fixtures, Furniture, Expendables, Vehicles

Section 5. Personnel

Section 6. Insurance, Indemnity

Section 7. Laws, License, Taxes

Section 8. Additional Services

Section 9. Financial Arrangements; Accounting

Section 10. Terms, Renewal, Termination

Section 11. Notice

Section 12. Relationship; Confidentiality of Records

Section 13. Non-Discrimination

Section 14. Miscellaneous

## SCHOOL FOOD SERVICE AGREEMENT

THIS AGREEMENT is dated as of July 5th, 2022 between Fresh Picks Café, LLC, 749 E Industrial Park Drive, Manchester, NH 03109 (called "Contractor") and the Wakefield School District, (called "Client").

Contractor and Client agree:

### SECTION 1. AUTHORIZATION AND SERVICE AREAS

1.01 Contractor is authorized and directed to manage and operate the "Food Services" offered by Client relating to the following schools: School Names Here. The Client and Contractor may agree to add other locations. This Contract commences on July 1st, 2022 and continues until June 30th, 2023, unless terminated by either Party as hereinafter provided. The original contract began October 15, 2017 and included up to four (4) additional one-year renewals upon the consent of both parties. (7 CFR 210.16(d)). This agreement represents the fifth and final renewal option under the FSMC Waiver #8 **Contract Duration** One-Year Extension [(7 CFR 210.16(d) and 7 CFR 225.6(h)(7)].

1.02 Contractor's rights are exclusive and without charge to Contractor and shall apply to those "Premises" designated by the parties as reasonably necessary for efficient Food Services (including dining, serving, food preparation, storage and office areas). The food Premises shall not be used by others without (1) prior written notice with the Contractor, and (2) during any such use, the presence of an employee of Contractor whose wages shall be reimbursed by the user unless mutually agreed to otherwise.

### SECTION 2. SERVICE POLICIES. STANDARDS

2.01 Contractor shall be responsible for the management and operation of Food Services on the Premises including: general supervision of food service areas; employment of personnel; purchasing of food and non-food supplies and supervision of sanitation and safety practices. The Client shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations (7 CFR 210.16 (a) (3)). The Client retains control of the quality, extent, and general nature of its food service and the prices to be charged for meals. 7 CFR 210.16(a)(4). 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 Client are to be used.

2.02 The food, confections and beverages furnished by Contractor shall be wholesome, palatable, and nutritious and shall be professionally prepared and presented. Contractor shall receive no payment for meals that are spoiled or unwholesome at time of delivery, or do not meet the detailed specifications for each food component as specified in

Federal Register, 7 CFR; 210.10 for lunches and 220.8 for breakfasts in the meal pattern or do not otherwise meet the requirements of this Agreement. 7 CFR 210.16(c)(3)

2.03 Contractor's meal service (1) shall serve students on such days and at such prices as Client shall prescribe; (2) shall be meals which follow the menus and recipes prepared by Contractor and approved by Client; and (3) shall meet the requirements prescribed by the National School Lunch Program (NSLP), the Fresh Fruit and Vegetable Program (FFVP), the School Breakfast Program (SBP), the Seamless Summer Option (SSO), the Summer Food Service Program (SFSP), the Afterschool Snack Program (ASP) and the Child and Adult Care Food Program (CACFP) At Risk Afterschool Meals Program of the United States Department of Agriculture and additional requirements as established by the State of New Hampshire, Commissioner of Education (called "State Agency"). Client shall retain signature authority for the Program Agreement, reimbursement claims, and free and reduced-price meal applications as specified in the Federal Register 7 CFR 210.16(a) (5). In addition, the Client shall maintain control of the school food service account and overall financial responsibilities for the NSLP 7 CFR 210.16 (a) (5). The Client shall maintain responsibility for the implementation of free and reduced-price policy in accordance with 7 CFR Part 210.16(a)(5) and 7 CFR Part 245. The Client shall ensure that the food service operation is in conformance with the Client's agreement under the program. 7 CFR (210.16 (a) (2).

2.04 As prescribed by Client, Contractor shall serve free/reduced price and full prices reimbursable meals to all eligible students in a nondiscriminatory and confidential manner. The Client is responsible for developing, distributing, and collecting free and reduced-price letters and applications. The Client is further responsible for determination of free and reduced-price meals and will conduct hearings if necessary. The Client shall also comply with the USDA/NSLP requirements for free and reduced priced meal application verification. Contractor and Client also agree that no child shall be discriminated against on the basis of race, color, national origin, age, sex, disability or on any of the other protected classes listed in the most recent USDA non-discrimination statement. The Contractor accepts liability caused by Contractor negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the Client's period of liability.

2.05 Except as approved in writing by Client, Contractor shall not engage in any other food service operation on the Premises.

2.06 The parties shall cooperate in promoting the nutrition education aspects of Client's food service program. The Contractor will have an active representation on the school district's Wellness Committee. In coordinating such efforts with classroom instruction, Contractor will make food preparation and storage areas available for visits by students at reasonable times. This is not to be construed as children working in meals program.

2.07 Contractor shall periodically make good faith recommendations to Client regarding the quality, extent and general nature of food service operations, including prices to be charged; but at all times Client shall retain the right to make final decisions regarding such matters including pricing for all reimbursable meals, ala carte, adult meals and vending machines. The cost of adult meals provided at any time must include cost of all commodities that will be used in the production of meals. 7 CFR 210.16(a)(4).



2.08 The Contractor must provide the method which delineates how the Contractor will pass the value of USDA donated foods used to the SFA.

a. Contract Requirements and Procurement

i. All donated foods received for use by the recipient agency for the school year covered by the contract shall be used in the recipient agency's food service.

ii. The Contractor will provide the following services in relation to commodity foods in accordance with 7 250.50(d) and the applicable requirements in 7 CFR 250:

1. Preparing and serving meals

2. Ordering or selection of donated foods, in coordination with the recipient agency 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 recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with subpart C of 7 CFR 250

b. Crediting for, and use of, donated foods

i. The Contractor will credit the recipient agency for the value of all donated foods received for use in the recipient agency's meals service in a school year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);

ii. The Contractor will credit for donated foods by disclosure, i.e., the food service management company credits the recipient agency for the value of donated foods by disclosing, in its billing for costs submitted to the recipient agency, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the food service management company shall only bill the recipient agency for net allowable costs.

1. The Contractor shall use the USDA Foods List of Materials or the most recently published price in the USDA online ordering system to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents 7 CFR 250.51 (c).

iii. All donated foods including ground beef, ground pork and all processed end products shall be used in the Client's food service.

c. Storage and inventory management of donated foods

i. The Contractor must meet the general requirements in 7 CFR 250.14(b) for the storage and inventory management of donated foods. Additionally, the Contractor must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.

ii. If the contract terminates, and is not extended or renewed, the Contractor must return all unused donated foods to the recipient agency.

iii. The recipient agency must ensure that the Contractor has credited it for the value of all donated foods received for use in the recipient agency's meal service in the school year. The Contractor shall cooperate in this endeavor.

iiii. The Contractor accepts liability for any negligence on its part that results in the loss of, improper use of, or damage to USDA foods.

d. Recordkeeping and reviews

i. The Contractor will maintain the following records relating to the use of donated foods in its contract with the recipient agency:

1. The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;

2. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements 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 recipient agency, as applicable.

e. The distributing agency, subdistributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

f. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.

g. The Contractor shall use all other donated foods or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the Client's food service.

h. The Contractor shall not itself enter into any processing agreement with any processor, in accordance with subpart C of 7 CFR Part 250 and with the provisions of distributing or recipient agency processing agreements and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value.

ii. The recipient agency must ensure that the Contractor is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable.

iii. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the Contractor has credited it for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a) the value of donated foods contained in processed end products.

i. USDA donated foods are not to be used for special functions conducted outside the nonprofit school food service.

j. Any federally donated commodities received by Client and made available to Contractor will accrue only to the benefit of Client's non-profit food service operation and be utilized therein. Such donated commodities shall be separated and apart from the purchases inventory of food and supplies. To the maximum extent feasible Contractor shall use in the preparation of the meals and other foods served to the children, usable food donated by USDA for the use of Client. Contractor shall maintain adequate storage, recipes, inventory, and control of such donated foods to ensure that its use is in conformance with Client's agreement with the State Department of Administrative Services. Contractor shall give the School Food Authority, USDA/NSLP, and appropriate State representative's access to the donated commodities storage areas. In addition, failure by Contractor to maintain records required in using donated foods shall be considered prima facie evidence of improper distribution, use or loss of the donated foods. The Client reserves the right to assert claims against Contractor as set forth in Federal Register, 7 CFR Part 250, Section 250.6 (6), subsection 3, and shall obtain restitution from the Contractor in connection with any claim for improper distribution, use or loss of or damage to the donated food. The Client shall retain title to USDA donated foods. (7 CFR 210.16(a)(6); 7 CFR 250.50(a). All refunds and rebates received from processors regarding USDA foods must be retained by the Client. The Client must ensure that the Contractor has credited it for the value of all USDA foods received for use in the meal service in the school year, in accordance with 7 CFR 250.51(a) and (b).

2.09 All goods, services or monies received by Contractor as a result of rebate will be utilized in the Client's food service program. Any discounts and credits and rebates will be identified on the invoice and credited against expenses monthly. Contractor shall report a listing of all discounts, rebates or credits that have accrued to the benefit of the School Food Service Authority annually. Any and all discounts, rebates and credits earned at the School Food Service Authority will be credited to the benefit of the School Food Service Authority. In the event the school is closed prior to any discounts, rebates and credits earned are calculated Contractor shall report all discounts, rebates and credits and pay the School Food Service Authority any additional funds not credited on the monthly billing within 120 days of the closing. The Client shall pay the allowable costs from the non-profit school food service account to the Contractor net of all discounts, rebates and other applicable credits accruing to, or received by, the Contractor, to the extent those credits are allocable to the allowable portion of the costs billed to the Client. Contractor shall provide adequate information and tracking systems to report and to determine allowable and unallowable costs and the amount of the discounts, rebates and credits on all submitted invoices and reporting. The Contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars. The Contractor must maintain documentation of costs and discounts, rebates and other applicable credits and must furnish such documentation upon request to the Client, the State Agency or the Department. 7 CFR 210.16(a)(6); 7 CFR 250.50(a).

2.10 Contractor will adhere to Client's written code of conduct that includes procurement practices. 2 CFR 200.318(c), formerly in 7 CFR 3016.36(b)(3) or 7 CFR 3019.42, as applicable. Contractor shall provide its written Procurement Procedures and Code of Conduct to the Client upon request.

2.11 Client's faculty and staff shall be permitted to purchase meals or a la carte items sold on the Premises; however, adult meals must be priced to include the entitlement cost of any commodity used. Catered meals should not include commodity use and/or must show on any invoice the commodity used and the actual entitlement costs associated. A la Carte costs should be priced according to industry standards and costing principles. In order to offer a la carte food service, Contractor must also offer free, reduced price and full price reimbursable meals to all eligible children; 7 CFR 210.16(a).

2.12 Contractor shall purchase food products that are produced or manufactured in the United States whenever possible and will abide by the "Buy American" Act as appropriate and possible (7 CFR 210.21(d)(2)(i), (7 CFR 250.(d)).

2.13 Contract will run for the first 21 days of service on the presented 21-day cycle menu CFR 210.16 (b) (1).

2.14 The Contractor shall, in accordance with Client policy, supply special diets for students where medically necessary and when prescribed by a licensed medical professional and documented in compliance with USDA and State Agency guidelines.

### SECTION 3. CLEANING, LAUNDRY, MAINTENANCE, UTILITIES

3.01 Contractor shall be responsible for the washing of dishes, trays, pots, pans, and utensils; the cleaning and sanitation of food equipment, counters, serving lines, dining tables and chairs; and routine cleaning, sanitation and housekeeping in the kitchen and storage areas used by it.

3.02 Client shall be responsible for (1) heavy cleaning, stripping, waxing and maintaining in good condition the floors; walls, windows, vents, ducts, ceiling, light fixtures, drapes and blinds in the food service and dining areas; (2) insecticide and pest control service; and (3) building maintenance.

3.03 Client shall be responsible for removing rubbish and garbage after it has been placed by Contractor in containers furnished by Client and placed in designated areas.

3.04 Client shall furnish and maintain all utilities, including electricity, water and telephone service. Client shall not permit interruptions in utility service except in an emergency and in such case, agrees to notify Contractor immediately.

3.05 Contractor and Client shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 7401 7671q. and 33 U.S.C. 1251-1387), as amended (42 U.S.C. 1857B), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor and Client will also comply with the mandatory standards and policies relating to energy efficiency as contained in the State

energy conservation plan issued in compliance with Energy Policy and Conservation Act (PL 94-163). Part 3016.36(i). Appendix II of 2 CFR 200(G).

#### SECTION 4. EQUIPMENT FIXTURES. FURNITURE. EXPENDABLES. VEHICLES

4.01 Contractor shall take reasonable care in the use of the Premises, equipment, vehicles, and other items furnished by the Client.

4.02 Client shall provide and maintain fixed/movable equipment, fixtures and furniture reasonably necessary and convenient efficient operation and control of Food Services by Contractor, except Contractor shall be responsible for its own negligence.

4.03 Contractor shall replace expendable equipment as the items become worn, broken, used, lost, or otherwise disposed of up to the amount of the original inventory, and charge the replacements as an allowable expense to the food service program.

4.04 Client shall provide and maintain necessary inter-school delivery vehicles and equipment as specified in the Request for Proposal.

#### SECTION 5. PERSONNEL

5.01 Contractor shall employ all management and non-management employees reasonably necessary for efficiently providing the Food Services. The Contractor will provide all food service employees the opportunity within their first year of employment to obtain a certificate of completion for an approved sanitation course. The person employed as Contractor's resident manager is subject to Client's approval, which will not be unreasonably withheld.

5.02 Client agrees not to hire or contract for any position or service any present or past salaried culinary or supervisory management employee furnished by Contractor, nor permit said employee to be employed on the Client's premises (unless said employee was formerly an employee of the Client), without the express written permission of the Contractor ("non-solicitation"). In the event of any breach of such non-solicitation, Contractor shall be entitled to monetary compensation equal to one year's salary, taxes, and fringe benefit costs of said Contractor's employee. This provision shall survive termination of the agreement for a period of three years and includes employment by any successor or assignee contractor company. 41 U.S.C. 1908, and Appendix II of 2 CFR 200(A).

5.03 All food service personnel shall be subject to regulations and health examinations as Client may require and as established by applicable governmental requirements.

5.04 Contractor shall arrange for background investigations, including criminal history checks, the expense of which is to be borne by the Contractor, on all of the employees who shall be providing services, under this Agreement, pursuant to 1997 New Hampshire Laws, Chapter 77.

5.05 Non-food service personnel such as custodians and noon-duty aides shall be the responsibility of Client.

5.06 Contractor shall comply with Section 103 of the Contract Work Hours and Safety Standards Act (40 USC 327-330), (40 U.S.C. 3701-3708) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Part 3016.36(i). Appendix II of 2 CFR 200(E).

5.07 The Contractor shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. FNS Instruction 113 Section X and Child Nutrition Programs Appendix B (D).

5.08 The Contractor shall ensure and the Client shall verify that all the Contractor's food service employees comply with USDA's Professional Standards regulations. The Client shall ensure that the Client's non-food service staff who work within the meals program are in compliance with USDA's Professional Standards.

5.09 The use of student workers is prohibited. Students participating in nutrition education activities or events that involve the food service program shall not be considered student workers under this agreement.

## SECTION 6. INSURANCE. INDEMNITY

6.01 Contractor shall maintain as a direct cost of operation the insurance coverage listed in this section. The insurance and policies shall require thirty (30) days notice to the Client prior to cancellation. Certificates of insurance and policy endorsements shall be delivered to the Client within 30 days of the effective date of this Agreement. Insurance coverage shall include:

- a. Worker's Compensation providing statutory coverage A and coverage B limits of \$1,000,000/\$1,000,000/\$1,000,000;
- b. Comprehensive General Liability policy with a limit of \$1,000,000 for bodily injury and property damage;
- c. Comprehensive Automobile Liability policy with a limit of \$1,000,000 combined single limit for bodily injury and property damage;
- d. Professional Liability policy with a limit of \$2,000,000 per occurrence with \$4,000,000 aggregate
- e. Cyber Liability policy with a limit of \$1,000,000 per occurrence with \$2,000,000 aggregate and \$10,000 deductible
- f. Crime policy with \$1,000,000 limit for employee theft
- g. Sexual Molestation and Emergency Response Liability Policy with \$1,000,000 limit
- h. Umbrella policy with a limit of \$10,000,000 combined single limit over the primary coverage.

6.02 Client shall be named as an additionally insured under all of the foregoing Contractor insurance programs. Contractor shall indemnify Client from any and all claims for personal injury and property damage caused by Contractor negligence in the operation of the Food Service. Client and Contractor hereby waive any and all right of recovery from each other for loss caused by perils defined in their respective Fire, Extended Coverage, and Sprinkler Leakage Policies.

6.03 Contractor shall indemnify and hold Client (and its employees, agents, and invitees) harmless from any liability, losses, damages, judgments, liens, expenses, and costs sustained or incurred in connection with any claims, suits, actions, or proceedings made or brought against any such party as a result of any intentional or negligent acts or omissions as Contractor (or its officers, employees, and agents) in the performance of its obligations under this Agreement.

6.04 Client shall indemnify and hold Contractor (and its officers, employees, agents, and invitees) harmless from any liability, losses, damages, judgments, liens, expenses, and costs sustained or incurred in connection with any claims, suits, actions, or proceedings made or brought against any such party as a result of any intentional or negligent acts or omission of Client (or its employees, agents, and invitees).

6.05 The indemnified party shall give notice as promptly as reasonably practicable to the indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder. As indemnifying party may participate at its own expense in the defense of any such action.

#### SECTION 7 LAWS. LICENSES. TAXES

7.01 Contractor shall comply with all State and Federal statutes, rules, and regulations applicable to its Food Service operation which now exist or which may be promulgated during the term of this Agreement or extension thereof; i.e. "Current Federal Regulations 7 CFR part 210, Sections 210.1 through 16 and Sections 210.21 through 23, Federal Register 7 CFR 3015 and Attachment "0" of OMB Circular A-102, 7 CFR Parts 210, 215, 220, 245 and 250, as well as the Parts currently listed all of which are considered part of this contract", including the Federal and State of New Hampshire procurement standards which provide for maximum open and free competition. The Contractor shall adhere to all contract provisions references in 2 CFR Part 200.326 and Appendix II of 2 CFR Part 200, formerly in 7 CFR 3016.36(i) or 7 CFR 3019.48(e) and Appendix A to 3019, as applicable.

7.02 The Client shall ensure applicable health certification(s) is maintained and that all State and local regulations are being met by the Contractor preparing or serving meals at Client's facilities. Contractor shall obtain necessary State or local health certification for any facility outside Client's school buildings in which it will prepare meals for use by the Client and shall maintain said certification for the duration of the Agreement. 7 CFR 210.16(c)(2). The Contractor shall meet all applicable State and local

health regulations in preparing and serving meals at the Client's facility. 7 CFR 210.16(a)(7)

7.03 Applicable sales taxes will be collected and remitted by Contractor when authorized by Client. Interest payments to vendor may not be paid with food service funds. If any sales tax becomes due upon subsequent audits by an authorized governmental agency, Client agrees to reimburse Contractor for payment, including any penalties of interest, which may be assessed.

## SECTION 8. ADDITIONAL SERVICES

8.01 Contractor shall conduct periodic food service evaluation surveys and shall require that a member of its resident management staff on Client's Premises be an active participant in the School District's Wellness Committee. Through periodic on-site visits, the Client shall monitor the food service operation to ensure the food service is in conformance with program regulations. The Client will establish the advisory board composed of parents, teachers, and students and the Contractor to assist in following through on Wellness Policy and Menu Planning, 7 CFR 210.16(a)(3); 7 CFR 210.16(a)(8).

8.02 Contractor shall provide such additional Food Services on the Premises as Client request, such as banquets, parties, etc.: subject to Client and Contractor then agreeing on the nature, extent, and cost of such additional service. All catering costs will be itemized as mutually agreed by contractor and client to include cost of food, labor, supplies etc., labor cost for special functions will be maintained separately from the labor cost for NSLP meal services, all revenues from additional food services on the premises credited to the benefit of the food service program.

8.03 In the event of strike or other work stoppage, which interferes with the food service operation on the Premises, upon request, Contractor will take all reasonable steps to continue to provide Food Services, subject to reimbursement by Client for all direct costs of operation incurred by Contractor. Contractor shall submit to Client an invoice for such cost and fees following the end of the month.

## SECTION 9. FINANCIAL ARRANGEMENTS: ACCOUNTING

9.01 Contractor shall operate, administer, and manage the food service for Client in accordance with the fiscal arrangements as set forth herein. The Client and Contractor agree that this Agreement is not a cost-plus-a- percentage-of-cost or a cost-plus-a- percentage-of-income contract. In a cost reimbursable contract, if the Contractor makes the purchases, the prices charged the SFA must be reasonable, necessary, and allocable (2 CFR 200.400 series formerly in 2 CFR 225).

9.02 Contractor shall invoice the Client on a monthly basis for the Cash deposits, Government Reimbursements, and Function sales. Contractor shall prepare a monthly statement detailing the revenues and expenses incurred in the food service program per the bid specifications and forward to the Client within twenty (20) days after the months closing. Payments to be per "Addendum 8" Schedule of Payments. The sum of which not



in excess of Contractors actual net allowable costs computed by deducting certain rebates, discounts and other credits and other such items as may be stipulated by the Client from time to time. If any amount owed to Contractor is not paid within Twenty (20) days of the due date, Contractor shall be entitled to collect a late charge equal to one and one half percent (1.5%) per month (or in the event applicable law prohibits the charge of such rate, at the maximum legal rate permitted) on the unpaid amount from the due date until paid in full together with costs of collection, including reasonable legal fees. No Food Service funds may be used to cover the costs of interest payments.

9.03 Contractor cost of operation shall include but not be limited to, cost of food, cost of salaries and wages, including payroll taxes and applicable benefits, cost of direct expenses; office supplies, insurance, postage, laundry, taxes, and any other items necessary to do business.

9.04 Contractors Administrative/Service Fee of professionally administering the school districts food service program includes overhead expense for corporate services, covering area supervision and accounting, purchasing, personnel, research, payroll, banking, data processing, contract administration, and other related administrative functions. Administrative/Service Fee expenses are flat rate charges and will be charged to the Client equally over a ten-month period beginning in September and ending in June.

9.05 Prior to the start of initial operations, Client and Contractor will take a beginning inventory of all usable food, supplies and donated commodities on the Premises. Contractor will utilize such inventory at a value determined by invoice cost. On termination of the Agreement, Client and Contractor will take a similar inventory. If the value of ending inventory is greater than the beginning inventory, the difference shall be added to Contractor's Costs of Business and if lesser, the difference shall be subtracted from Contractor's Cost of Business.

9.06 Contractor shall charge the Client an administrative/service fee expense of \$13,750 per annum, prorated and payable in ten (10) monthly installments. The Contractor's administrative/management fee will be reduced to cover any loss in the foodservice account. If the loss exceeds the amount paid for the Administrative/Management fee, then the Contractor will reimburse the food service account, making it whole.

9.07 Surplus revenues existing after deduction of the approved cost of operation, administrative expense, and management fee from the verified food service receipts and all federal and state reimbursement shall be Client's.

9.08 No payment shall be made for meals that are spoiled, unwholesome or that do not meet the program requirements of the Client's specifications.

9.09 Contractor shall not provide free meals or food during the course of this agreement to any person that does not qualify for the free and reduced lunch program. Meal costs not associated with the NSLP or the food service operation for students will be charged to the general fund account.

9.10 Prior to March 10 of each school year, Contractor shall submit to Client for Client's approval a projected food service operating budget. The Contractor must provide a basis for any fee adjustments.

9.11 Contractor shall keep and maintain records by the calendar month to coincide with State and Federal forms. Within twenty (20) working days after the end of each month, Contractor shall provide Client with a prepared statement of operation and invoice for all costs of operation and invoice for all costs of operation, including the monthly charge for Contractor cost of administration and/or management fee. All records will be available at the school district's office while the contract is in effect and for the required retention period. 7 CFR 250.54(b).

9.12 Contractor will provide Client within ten (10) working days after the end of each month, information for the monthly meal count reimbursement voucher to be executed by the Client. 7 CFR 210.16(c)(1).

9.13 Contractor shall, at all times, maintain accurate records of merchandise, inventories, surplus commodities, sales, cash collections, taxes, Federal and State reimbursements, costs of operation, Contractor administrative fee and management fee in connection with the operation or its food service on Client's premises and Client shall have the right to inspect said records at the facility during business hours upon reasonable advance notice.

9.14 Contractor shall maintain such records as the Client shall need to support its claim for reimbursement and Contractor shall report to the Client promptly at the end of each month as required under 7 CFR 210.16(c)(1). Such records shall be available for a period of three (3) years from the date of receipt of the final payment under this agreement plus the current year for inspection and audit by representatives of the United States General Accounting Office at a reasonable time and place upon advance written notice: except if audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for the -resolution of the issues raised by the audit as required under 7 CFR 210.23 (c) (1986) and 2 CFR 200.333(a) (formerly in 7 CFR 3016.42, 3019.53). In the event of termination per client's request all records will be surrendered to client, 7 CFR 210.16(c)(1).

9.15 The Client shall maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and the limitations on any competitive school food service as set forth in 210.11, 7 CFR Part 201.9(b)(1).

9.16 The Contractor shall exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. Client shall ensure that all allowable costs paid from the nonprofit school food service account to the contract are net of all discounts, rebates and other applicable credits received by the contractor, to the

extent those credits are allocable to the allowable portion of the costs billed to the SFA, 7 CFR 210.21(f)(1)(i).

9.17 The Contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars.

9.18 The Contractor shall provide all information and documentation needed by the Client to complete the Non-Program Food Revenue Tool and Paid Lunch Equity Tool.

9.19 The Contractor guarantees that the bottom line of the operational financial report (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) for the 2022-2023 school year will reflect a surplus of \$1,268 to be retained in the nonprofit food service account. If the actual bottom line is less than this amount, the Contractor will reduce its total billing by the difference between the actual and the guaranteed amount. The Guaranteed Return and the Contractor's reimbursement obligation are based on the following conditions and assumptions. The Guaranteed Return to the SFA may be reduced to account for increased cost or loss of revenue by Contractor if the following conditions are not met during the school year:

(a) Reimbursement rates for NSLP, SBP, SSO and/or SFSP meals will not be less than the rates in effect from any prior school year.

(b) The number of days meals are served during the school year will not be less than the total number of school days listed on the Client's adopted school calendar. Should the number of days meals are served be reduced due to remote learning days, both parties will meet and discuss.

(c) The number of serving periods, locations, serving times and types of service during in person learning periods will not change materially.

(d) The actual enrollment for each school year during the Term of the Agreement will not be materially less than the enrollment for the previous school year or projected enrollments provided to the Contractor by the Client for budgeting purposes. If the actual enrollment is materially less both parties will meet and discuss.

(e) In the event of an increase in wages payable to employees as a result of changes in minimum wage rates or taxes, the guarantee shall from the date of increase in minimum wage rates or taxes shall be adjusted by such actual increase.

(f) The selling prices of Menu Pattern Meals for Breakfast and Lunch will not be less than prices for the previous school year.

(h) Service will not be interrupted as a result of fire, work stoppage, strike or school closing, nor shifted to remote service for a period of more than 5 cumulative operating days. Should any of these instances occur, both parties will meet and discuss.

(j) The Client shall have submitted all applications for reimbursement for reimbursable meals, except where such failure is due to an act or omission of the Contractor.

In the event the foregoing conditions are not met during the school year, or upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties that create a significant and material change in the financial assumptions in the budget, the

Contractor and Client will discuss the impact of the changes to conditions and reduce the guarantee obligation by a mutually agreed amount.

#### SECTION 10. TERMS, RENEWAL, TERMINATION

10.01 This Agreement will be for one (1) year beginning July 1st, 2022 and ending June 30<sup>th</sup>, 2023. The original contract began July 1<sup>st</sup>, 2017 and included up to four (4) additional one-year renewals, unless at the option of either party, written notice of non-renewal is given to the other party at least sixty (60) days prior to the start of the school year. Also that the Administrative and Management Fee amounts charged by the Contractor shall be negotiated between both parties and be recorded as a line item in the projected food service operating budget. The Contractor shall provide the basis used for any fee adjustments, either administrative or operation.

10.02 Notwithstanding Section 10.1 either party may terminate this Agreement

A. For Cause: If either party breaches a material provision of this Agreement, the non-breaching party may give the other party notice of such breach. If the breach is remedied in the case of failure to make payment when due by the next District manifest date or in sixty (60) days in the case of any other breach, the notice shall be null and void. If such breach is not remedied within the time specified, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. These rights of termination are not exclusive, but are in addition to any other rights available at law or in equity. Appendix II of 2 CFR 200(A), 41 U.S.C. 1908, Appendix II of 2 CFR 200(B)

B. Without Cause: Either party may terminate the Agreement anytime upon ninety (90) days prior written notice to the other party of intention to terminate the Agreement.

C. Remedies: In the event of the Contractor's violation or breach of the contract terms, Client shall have the right to pursue all administrative, contractual, and legal remedies against the Contractor as may be appropriate. 41 U.S.C. 1908, Appendix II of 2 CFR 200(A)

10.03 Upon termination of this Agreement, Contractor shall surrender the Premises in the same condition as received by Contractor allowing for reasonable wear and tear.

#### SECTION 11. NOTICE

11.01 All notices shall be in writing and sent to the recipient at its respective address shown on the face of this agreement or such other address as may, from time to time, be designated by written notice. Any notice of termination shall be sent certified mail, return receipt requested.

#### SECTION 12. RELATIONSHIP: CONFIDENTIALITY OF RECORDS

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

12.02 It is recognized Contractor has expended considerable time and money in the development of systems, procedures, computer programs, forms, recipes, menus and other items of a proprietary nature which are unique to Contractor's way of conducting business. Client agrees to keep such information confidential and not copy, divulge or otherwise use it. Upon termination of this Agreement (1) Client will cooperate in allowing Contractor its right to remove all such information from the Premises and (2) Client will turnover to Contractor all such information otherwise in the control or custody of Client.

### SECTION 13. NON-DISCRIMINATION

13.01 Contractor agrees that it shall not unlawfully discriminate against any person in the performance of work under this Agreement because of race, religion, age, color, sex, national origin or ancestry, or disability unrelated to such person's ability to engage in the particular work. In all solicitations or advertisements for employees, Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase. Contractor further agrees to conduct its operations so as to adhere to Client's policy that there shall be no discrimination in the employment, assignment, training or promotion of personnel, the provision and maintenance of physical supplies and equipment and all other matters relating to the Food Services. Paragraph 1 through 7 of Section 60-1.4 of the Equal Opportunity Federal Contract Compliance Program is hereby incorporated by reference.

### SECTION 14. MISCELLANEOUS

14.01 Failure of either party to insist upon strict adherence to any term of this Agreement or failure to enforce a particular provision shall not be a waiver or deprive any party the right thereafter to insist upon strict adherence to the Agreement.

14.02 Contractor certifies that neither it, nor its principals are presently ineligible or proposed for ineligibility, from participation in this transaction by any Federal department or agency.

14.03 This Agreement is the entire Agreement and supersedes any other prior Agreement or communications whether written or oral except for Contractor's terms in the ORIGINAL CONTRACT DATE agreement which are not inconsistent with terms of this agreement shall be incorporated into this Agreement by reference. No changes shall be effective unless in writing and signed by the party to be charged.

14.04 Client may terminate this Agreement for breach/neglect as determined by Client when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by this Agreement, failure to provide required periodic information/statements, or failure to maintain quality of service as determined within this Agreement. The Client is the responsible authority without recourse to the New Hampshire State Board of Education and/or the New Hampshire Attorney General's Office for the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, State, or Federal authority that has proper jurisdiction.

14.05 This Agreement will be construed in accordance with New Hampshire law and any litigation will be conducted in the courts of New Hampshire.

14.06 Neither Contractor nor Client may assign or transfer this Agreement or any part thereof without the written consent of the other party.


14.07 Neither party shall be responsible for its obligations under this Agreement if the fulfillment of the terms of this Agreement is delayed by wars, acts of public enemies, fires, floods, acts of God, epidemics, governmental orders or other emergencies and which by the exercise of due diligence it is unable to prevent.

14.08 Attached Addendums included and considered to be a part of this Agreement are:

- Non-Collusive Statement: Addendum - 1
- Certificate of Independent Price Determination: Addendum -2
- Certification Regarding Lobbying: Addendum - 3
- Disclosure of Lobbying Activities: Addendum - 4
- USDA Certification Regarding Debarment: Addendum - 5
- Certificate of Clean Air and Water: Addendum - 6
- Certification Policy and Conservation Act: Addendum - 7
- Schedule of Payment: Addendum - 8

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest: Wakefield School District

By:   
DocuSigned by:  
399D5C021B08464...

Title: Business Administrator

Date: 7/29/2022

Attest: Fresh Picks Café, LLC

By: 

Title: President & CEO

Date: 8/2/22

Reviewed by State Agency:

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

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

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

**Addendum-1  
Non-Collusive Statement  
Food Service Program  
Public Schools**

By submission of this proposal, the Contractor certifies that:

- a. This proposal has been independently arrived at without collusion with any other proposer, competitor, potential proposer, or potential competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the proposals for the work to be performed or the goods to be sold to any other proposer, competitor, potential proposer, or potential competitor.
- c. No attempt has been made, or will be made, to induce any other person, partnership, or corporation to submit or not to submit a proposal.
- d. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder, as well as the person signing in his behalf.
- e. That below is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this proposal on behalf of the corporate proposer.

**Typed or printed name of signatory**

Chris Faro

Typed or printed name of person authorized to submit the proposal

Christopher Faro

B560C528C8954FA

Signature of person authorized to submit this proposal

8/2/2022

Date

Vice President of Business Development

Title

Resolve that J. Brian Stone be authorized to sign and  
(name)

Submit the proposal of this corporation Fresh Picks Café, LLC for the Food Service  
(company name)

Management Program at the Wakefield School District Public Schools.  
(name of the school/s)



**Addendum - 2**  
**Certificate of Independent Price Determination**

Both the School Food Authority and the Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Fresh Picks Café, LLC  
Name of Food Service Management Company

Wakefield School District  
Name of School Food Authority

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- 1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- 2) Unless required by law, the prices which have been quoted in this offer has not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- 3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

- 1) He or she is the person in the offeror's organization responsible within the Organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- 2) He or she is not the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such person have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

DocuSigned by:  
Christopher Faro  
Signature of Food Service Management  
Company's Authorized Representative

VP of Business Development  
Title

8/2/2022  
Date

In accepting this offer, the SFA certifies that no representatives of the SFA have taken any action, which may have jeopardized the independence of the offer referred to above.

DocuSigned by:  
Frank Markiewicz  
Signature of School Food Authority's  
Authorized Representative

Business Administrator  
Title

7/29/2022  
Date

Note: Accepting a bidder's offer does not constitute award of the contract

**Addendum - 3**  
**CERTIFICATION REGARDING LOBBYING**

Applicable to

---

Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

*Name/Address of Organization*

Fresh Picks Café, LLC  
749 E Industrial Park Drive  
Manchester, NH 03109

Chris Faro, Vice President of Business Development  
*Printed Name/Title of Submitting Official*

DocuSigned by:  
  
B56DC528C8954EA...

8/2/2022

**Signature of Submitting Official**

**Date**

**Addendum - 4**  
**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure.)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. Bid/offer/application b. Initial award c. Post-award	3. Report Type: _____ a. Initial filing b. Material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if known  Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description:  CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity: (If individual, last name, first name, middle)  (Attach Continuation Sheet(s))	10. B. Individuals Performing Services (including address if different from No. 10.a.)(last name, first name, middle)  SF-LLL-A if Necessary)	
11. Amount of Payment (check all that apply): \$ _____ _____ Actual _____ Planned	13. Type of payment (check all that apply): _____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____	
12. Form of Payment (check all that apply): _____ a. cash _____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Christopher Faro</u> Print Name: <u>Chris Faro</u> Title: <u>Vice President of Business Development</u> Telephone: <u>603-437-0200</u> Date: <u>8/2/2022</u>		DocuSigned by: B550C38C8854EA...
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

Addendum – 4 (cont.)  
DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET  
SF-LLL-A

Reporting entity: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

#### Addendum – 4 (cont.)

##### INSTRUCTIONS FOR COMPLETION OF SF-LLL. DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year end quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name for the Federal agency making the award or loan commitment. Include at least one organizational level below agency name if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreement, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prim entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, D.C. 20503.

#### Addendum – 5

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension. 2 CFR 200.212 Suspension and Debarment. The regulations were published as Part III of the December 26, 2013, Federal Register (pages 78590-78691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS OF REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SFAs are required to ensure that all sub-contractors and sub-grantees are neither excluded nor disqualified under the suspension and debarment rules found at 2 CFR 200.212 by doing any one of the following:

- Checking the Excluded Parties List found at the System for Award Management [www.SAM.gov](http://www.SAM.gov);
- Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the grantee or sub-grantee electing this method must devise its own;
- Including a clause to this effect in the sub-grant agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the grantee or a sub-grantee under its grant or sub-grant;
- Sub-grantee and contractors must obtain a DUNS Number. All Federal Government awards are required to have a DUNS number. To obtain a DUNS number, contact Dun and Bradstreet at 1-866-705-5711 or visit their website at <https://eupdate.dnb.com/requestoptions.asp>. There is no charge for a DUNS number. The DUNS number serves as a means of tracking and identifying applications for Federal assistance and is required on all applications for Federal assistance.

Fresh Picks Café, LLC

Organization Name

PR/Award Number of Project Name

Chris Faro, Vice President of Business Development

Name and Title(s) of Authorized Representative(s)

DocuSigned by:

*Christopher Faro*

8/2/2022

Signature(s)

Date

Appendix –E – Debarment/Suspension

### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and /or debarment.

Appendix E – Debarment/Suspension

**Addendum - 6**  
**CLEAN AIR AND WATER CERTIFICATE**

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8©(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

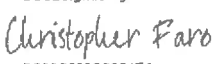
(NAME OF FOOD SERVICE MANAGEMENT COMPANY)  
(NAME OF SCHOOL FOOD AUTHORITY)

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq. as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:


- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in , issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111© or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6© or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean are or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management company.

DocuSigned by:  
  
B56DC528CB954EA...  
SIGNATURE OF FOOD SERVICE MANAGEMENT  
COMPANY'S AUTHORIZED REPRESENTATIVE

VP of Business Development  
TITLE

8/2/2022

DATE

DocuSigned by:  
  
299D5C021B08464...  
SIGNATURE OF SCHOOL FOOD AUTHORITY'S  
AUTHORIZED REPRESENTATIVE

Business Administrator  
TITLE

7/29/2022

DATE



## Addendum - 7

### ENERGY POLICY AND CONSERVATION ACT CONTRACT ADDENDUM

Fresh Picks Cafe LLC agrees to comply with the  
Food Service Management Company (Contractor)

Energy Policy and Conservation Act (P.L. 94-163) for the duration of the contract.

*For Fresh Picks Café, LLC*  
DocuSigned by:

Christopher Faro  
B560C528C8954EA...

Signature

Vice President of Business Development  
Title

8/2/2022

Date

*For the Board of Education*

Mary Allman  
Signature

School Board Chairman  
Title

8/2/2022

Date

## **"Addendum 8"**

### **Fresh Picks Café, LLC Food Service Agreement**

#### **Schedule of Payments**

The Wakefield School District shall make monthly payments to Fresh Picks Cafe LLC based on the 2022/ 2023 Food Service Agreement as follows:

Projected annual costs of \$227,779.

Monthly reimbursement payments to Fresh Picks Café, LLC at 1/10th of total costs or \$22,777.88 per month payable on or before the first of each month September 2022 through June 2023. The June payment to be 50% of the regular payment.

The year-end balance to be paid within (10) ten days of the final year end statement and reconciliation.

Fresh Picks Café, LLC and the Wakefield School District representatives agree to meet periodically throughout the school year to review and update the payment schedule accordingly.

Wakefield School District

DocuSigned by:  
By: Frank Markiewicz  
399D5C021B08464...

Its: Business Administrator

Date: 7/29/2022

Fresh Picks Café, LLC

By: [Signature]

Its: President & CEO

Date: 8/2/22

## Wakefield School District

### Food Service Base Bid 22/23

<u>Projected Income</u>	
Student Breakfast	9111
Adult Sales	4031
Student Lunch	71086
A la carte	1434
FFVP	13000
Fed and State	
Reimbursements	130385
<b>Total Income</b>	<b>229047</b>
<u>Projected Costs</u>	
<b>Labor Costs</b>	<b>105998</b>
<b>Food Cost</b>	<b>100751</b>
<b>Commodity Value</b>	<b>-11700</b>
Paper Supplies	8017
Cleaning Supplies	2290
Laundry & Uniforms	400
Insurance	2978
Replacements/Smallwares	500
Promotions	500
Postage/Office Supplies	500
Training	400
USDA Delivery	800
Repairs & Maintenance	325
Food Service & Other	
Licenses	350
Software Licenses	1920
Administrative/Service Fee	13750
<b>Total Costs</b>	<b>227779</b>
<b>Net (cost)/ return to District</b>	<b>1268</b>

The updated base bid is for the 2022/2023 school year. Renewal of the existing foodservice agreement between the Wakefield School District and Fresh Picks Cafe. All other arrangements and specifications agreed upon in the original agreement are to be carried forward with this renewal.

Wakefield School District

Fresh Picks Café

By: Frank Markiewicz  
399D5C021B08464...  
 It's: Business Administrator

By: [Signature]  
 It's: President

Date: 7/29/2022

Date: 8/2/22

Fresh Picks Café, LLC

Wakefield School District

2022/2023 Proposed Price List

	"Type A" Lunch			"Type A" Breakfast	Reduced
	Full Price	Reduced	Adult	Full Price	
Elementary School	\$ 3.00	\$ 0.40	\$ 4.00	\$ 2.00	\$ -

# Wakefield School District School Administrative Unit #101

## Intent to Hire - Support Staff Hire

To: (Name) ADMINISTRATIVE ASSISTANT  
From: (Name) Anne Kebler  
Date: (Submitting) 8/30/2022

### Documents Required when submitting this form:

Completed Application  
Resume (Para's and ABA Tutors)  
Certs or Transcripts (Para's/ABA Tutors)  
Reference Sheet

X

### I wish to hire the following employee:

Start Date: 9/6/2022

Employee's Name: Morgan Caswell  
Existing Employee (Yes or No): No  
If existing, current position: N/A  
Position being hired for: Bus Monitor  
Replaces (Name): N/A  
Is this a NEW or EXISTING position? New

Hours Per Day: 7  
Days Per Week: 5  
Day Per Year: 180

Non-Certified: \_\_\_\_\_ ID# \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Certified: \_\_\_\_\_ ID# \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### Hiring Manager Comments:

Morgan came with great references, and is interested in moving into a small bus driver once she  
once she has gotten a better idea of the position. She is currently a bus monitor  
for a student who requires this for their IEP.

### Superintendent Comments:

### To be filled in by the Superintendent

Account Number: 100-2721-51120-1-00-00000

Hourly Rate: 16.00

Signature of Superintendent

Date

Step: