

Agenda Worksheet

School Administrative Unit #101
Wakefield School District Board Meeting:
Paul School Library
60 Taylor Way, Sanbornville, NH 03872

Date: Tuesday July 25, 2023 at 6:00pm

Facilities Meeting 5:15 pm

1. CALL TO ORDER- Chair, followed by FLAG SALUTE

2. AGENDA REVIEW

3. PRESENTATIONS, PUBLIC HEARINGS

Public Hearing- To approve the withdrawal from the Building Renovation Expendable Trust Fund for the bathroom renovation. AND To approve the withdrawal from the Paving of 76 Taylor Way Expendable Trust Fund to pave 76 Taylor Way.

4. REPORTS

- a. Facilities
- b. Superintendent

5. PUBLIC COMMENTS: Public's opportunity to speak to items on the agenda.

6. CONSENT AGENDA

- a. **AP Manifest**- Batch #40252, \$8,911.12; Batch #40216, \$4,429.28; Batch #40195, \$3,999.31; Batch #40212, \$270,928.07; Batch #40229, \$7,838.33; Batch #40188, \$850.00; Batch #40378, \$40,600.24; Batch #40380, \$2,086.37; Batch #40452, \$6,356.46; Batch #40426, \$562,784.54
- b. **Payroll Manifest**- Batch #40219, \$199,744.63; Batch #40457, \$2,203.62; Batch #40485, \$139,903.42

7. MEETING MINUTES

- a. WSB Non-Public Minutes Sessions 1 & 2 6.20.23 (draft)
- b. WSB Public Minutes 6.20.23 (draft)
- c. WSB Public Minutes Work Session 6.21.23 (draft)
- d. WSB Public Minutes Work Session 7.5.23 (draft)
- e. WSB Public Minutes Work Session 7.11.23 (draft)

8. NEW BUSINESS

- a. Fresh Picks Contract
- b. Copier Lease Proposal

9. OLD BUSINESS

- a. Gym Floor
 - i. Primex Inspection
 - ii. Litigation
 - iii. Sub Floor Investigator's Report
 - iv. Check Stubs to Carl's Flooring

10. COMMITTEE UPDATES

- a. Climate and Culture

11. NOMINATIONS/HIRES/RESIGNATIONS

- a. Cara McNevech
- b. Betsy Stipo
- c. Sharon Bonnevie
- d. Cathy Olson
- e. Jasmine Robinson
- f. Katherine Osmer
- g. Michelle Naughton

12. FOLLOW-UP

- a. Policy Manual Review- NHSBA

Lino Avellani

NON-PUBLIC: RSA 91-A;3 II (c) , if required

ADJOURNMENT:

PM

Upcoming: The next Wakefield School Board meeting will be held Tuesday August 8, 2023

Agenda Worksheet

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 (l): 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.

CRITERIA

Furniture and Equipment Consultants



CUSTOMER INVOICE



Date	Invoice No.
July 11, 2023	#8369-7I

Bill To : Att. : Brad Davis
Facilities Director
ACCOUNTS PAYABLE
Wakefield SAU Office
76 Taylor Way
SAU #101
Sanbornville, N. H. 03872

Project Location :
Paul School
60 Taylor Way
Wakefield, N. H.
Bathroom Doors and Partitions

Customer P.O. Number Per Brad Davis	Terms : Payment due upon receipt 80% pre-payment with Purchase Order Balance due as noted	Project Number #8369-7
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Item No.	Description	Unit Price	Qty.	Total Price
A.	Bathroom Doors and Partitions as per proposal of 6/22/2023 pages 1 and 2.			\$21,584.00
B.	Drawings dated 5/31/2019 sheets 1 thru 16.			
C.	80% pre-pay with Purchase Order--due by	: 7/30/2023		(-17,267.20)
D.	Balance due upon completion			\$4,316.80

PLEASE REMIT TO :
Criteria
P.O. Box 1137
Hampton, New Hampshire 03843

Total due
this invoice
\$17,267.20

CRITERIA specializes in the interior design and furnishing of furniture and equipment for Schools throughout New England

E-Mail : C LANG @ CRITERIA 2 LTD . COM

Criteria II, Ltd. • Post Office Box 1137 • Hampton, NH 03843
Office: 603-926-4444 • Fax: 603-926-4448

CRITERIA



School Furniture and Equipment

P.O. Box 1137 Hampton, N.H. 03843
Phone : 603-926-4444 Fax : 603-926-4448
E-Mail : CLang@Criteria2Ltd.com

TO : Mr. Brad Davis / Facilities Director

FROM : D. Wilson

Paul School / Wakefield, N. H.

RE : Bathroom Partitions

DATE : 06/22/23

CRITERIA, is pleased to provide you with our proposal to furnish, deliver, and install One Point Solid Plastic Bathroom Partitions as per the following :

Boys Kindergarten

- . 3—Partitions 15" deep x 36" height wall mounted
- . 1—Door only, right hand hinge / 62 1/2" opening

Girls Kindergarten

- . 3—Doors only to fit in spaces shown to close space with frame / l.h. Hinge

4th Grade Girls

- . 1—Door only--- 36" opening with frame / l. h. Hinge

4th Grade Boys

- . 1—Door only---36" opening with frame / l. h. Hinge

Boys 7th and 8th Grades

- . 1—Door only--- 34 1/2" opening with frame / l.h. Hinge / delete one door assembly
- . 1—Door only--- 35" opening with frame / l. h. Hinge

Girls 7th and 8th Grades

- . 1—Door only--- 36" opening with frame / l. h. hinge
- . 1—Door only--- 34" opening with frame / l. h. hinge
- . 1—Door only--- 34" opening with frame / l. h. hinge

Girls Gym

- . 2—Doors only---30 1/2" opening with frames / l/ h. hinge
- . 1—Door only---39" opening with frame / r. h. hinge

Boys Gym

- . 1—Partition 15" deep x 36" height / delete one partition
- . 1—Door only---39" opening with frame / l. h. hinge

Wakefield, New Hampshire
Bathroom Partitions / Doors

Page 2 of 2.

Estimated delivery after receipt of order is approximately 4 / 6 weeks with Installation 4 days by Criteria Installation staff. All pricing includes the necessary hardware for installation.

TOTAL DELIVERED AND INSTALLED PRICE-----\$21,584.00

NOTE :

All pricing is based upon 80% pre-payment with the Purchase Order, so that we may insure no increases in material costs, freight costs, nor freight sur-charges. The 10% balance would be due upon delivery of materials, and the remaining 10% would not be due until final completion and Owner approvals.

Should you have any questions, or require additional information at this time, please do not hesitate in contacting me directly.

Thank you for the opportunity to provide you with our proposal. We look forward to again working with the Paul School.

Sincerely,
Donald Wilson
Chief Executive Officer
Criteria II, Ltd.

Separate Pricing Hallway Bookcases

5---Bookcases oak plywood construction 12" x 36" wide x 84" height with one center fixed shelf and four adjustable shelves

TOTAL PRICE DELIVERED AND INSTALLED : \$6,100.00



. Consulting

. Design

. Sales

. Installation

Facilities

- Bathroom partition project

Quotes have been received and reviewed. Criteria LTD can order the materials and finish the project before school starts. (Tentatively scheduled August 14-15th) Completed a walkthrough July 13th to finalize measurements for ordering materials.

- Well Project

2 quotes have been received and reviewed. Prices vary depending on how deep we need to dig the well to reach water with sufficient flow. (Digging a similar well with to what we already have would cost approx.. (40-45K)

- Paving Taylor Way

DPW is sub-contracting out the material and the town will be trucking and completing the paving work for Taylor Way along with resetting the drains to proper height. I have a walkthrough with (Brock) DPW 7/25 to discuss timeframe and working on a quote for the material needed.

Water testing

Aerators have been removed from the outlets that need to be retested. I have purchased all the new aerators and I will be installing them before the retest. I have reached out to the state for new sample bottles and will be conducting a retest when they arrive.

- PM's Scheduled

Annual maintenance inspections and cleanings have been scheduled throughout the summer.

- Servpro (duct cleaning)
- Quality Fire inspections
- Greasebusters(kitchen hood cleaning)
- Superior fire protection
- Hussey Seating
- BK systems

- Summer 23

Custodial staff has been very busy completing deep cleans in classrooms, installing and moving furniture, painting, fixing items in classrooms.

- Flooring Quote

Receiving estimates for flooring options in the music room and classroom 111 for this summer. 1 quote has come back so far (Portsmouth Quality Flooring)

HARTLEY WELL DRILLING

P.O. Box 222
Chocorua, NH 03817
(603) 323-7924

Drilled Well and Pump System Estimate

7/6/23

Brad Davis @ The Paul School
60 Taylor Way Sanbornville, NH
(603) 973-3919
Brad.davis@sau101.org

Dear Brad:

I am pleased to present the following proposal for a new drilled well and the installation of the submersible well pump system for The Paul School in Sanbornville. Please keep in mind that this proposal includes three well pricing examples and understand that the final bill will reflect actual well statistics, parts used, and time spent on the pump system installation.

WELL DRILLING

BEDROCK DRILLED WELL

Price for Drilling per Linear Foot	\$20.00
Price for Casing (American or Canadian steel) per Linear Foot	\$30.00
Price for Drive Shoe (hardened well seal)	\$150.00
Bentonite Mudding per Foot of Casing (if necessary)	\$12.00/ft
\$1200 min.	
Hydro-Fracking (if necessary)	\$3,000.00
Grouting (if necessary)	\$600.00

Forest Pump & Filter Co. Inc.

(603)-332-9037

1000 Foot Well EXAMPLE ONLY

- Drilling: $1000 \times \$24 = \$24,000.00$ (We only charge for the depth we drill)
- Casing: $40 \times \$36 = \$1,440.00$
(During Drilling operations, the driller determines the length of casing required to meet code and to give you a high quality well)
- Mud injection (if needed): $40 \times \$15 = \600.00
- Grout: $40 \times \$12.00 = \480.00
- Drive shoe = \$175.00
- Pumping system = (Rough cost) \$18,000
- Comprehensive water test = \$175.00

Total (rough estimate) = \$44,870.00

Additional procedures we can provide you with for an additional cost.

- electrical connections to the electrical panel
- Tie in plumbing
- Excavation from well to foundation

* Prices will vary on depths of well. This is an example sheet, not an actual quote.

- 250 psi offset water line and submersible electrical line between your well and home or existing sleeve (in conduit all the way)

An estimate for the pump system has not been included, seeing as there are many unknown factors related to the property and the well. We would be happy to provide a pump system estimate after the well has been completed, upon request.

Brad, we appreciate the opportunity to be considered for installing the new well system for The Paul School and we hope to serve you soon. Please do not hesitate to call me with any questions. Thank you.

Sincerely,
Tara Anderson
(603) 323-7924
tara@hartleywell.com

Please note, in light of continued tremendous volatility in the cost of materials, fuel and other variables, proposed pricing is only valid for 30 days from submitting this proposal.

Well Pricing Examples (based on neighborhood wells):

For a bedrock well that is 400 feet deep, with 30 feet of casing.....\$9,550.00
(This example is based on a well located at 2571 White Mt Hwy and includes mudding, but not grouting or hydrofracking)

For a bedrock well that is 700 feet deep, with 100 feet of casing.....\$18,350.00
(This example is based on a generic well and includes mudding, but not grouting or hydrofracking)

For a bedrock well that is 1,000 feet deep, with 40 feet of casing.....\$23,150.00
(This example is based on the existing well at The Paul School and includes mudding, but not grouting or hydrofracking)

Rough Pump Cost 18,000
41,150

Hartley Well Drilling guarantees a perfect seal between our steel well casing and surrounding bedrock, preventing any surface water contaminants from entering the well by the casing. Unfortunately, there is no way of knowing what lies far below ground level and therefore no means of predicting how deeply we must drill to obtain enough water to meet your unique needs. We plan to install the casing roughly 15' or 20' into solid bedrock. Below that point, we will drill into the bedrock until we hit an adequate water supply. Bedrock well depths vary from house to house, ranging from under 100' to over 1000'.

PUMP SYSTEM

Concerning pump system costs, total charges depend upon well yield (gallons/minute), static water level and other characteristics unique to your water requirements. Pump system work is calculated simply by time and materials used and our labor rate is \$85/hour per worker. Pump system expenses are in addition to the cost of drilling.

As we have done throughout our 50+ years serving New Hampshire and Maine customers, we stand completely behind all our work and install the following "best in class" equipment:

- Goulds GS Series Stainless Steel well pump
- Franklin Electric 3-wire submersible pump motor
- 250 psi poly water line
- Submersible pump wire grounded to casing
- Wire-protecting line guides every 25 feet of pipe
- Torque arrestor(s) to minimize pump movement inside well
- Brass or stainless steel, lead-free fittings
- Sanitary, water-tight well cap

Superintendent Report
Wakefield School District
July 25, 2023

- Our District Leadership Team spent July 19th and 20th in a leadership retreat facilitated by Elaine Millen, the consultant working with our school. I am excited to share that we have built a great team. Our Principal, Norma DeRocco and Director of Student Services, Sarah Howard bring a wealth of knowledge and strengths to our team and have been able to contribute significantly in working towards developing a professional development plan for the school year that incorporates our 3 school wide goals. The three school wide goals are:
 - **Improve instructional strategies** that fosters a lesson design model that engages students in their learning; project-based learning; independent reading practices; and the writing process of instruction across disciplines. Increasing student engagement through choice, relevance, personalization, and continuous feedback, will be monitored district wide.
 - **Develop proactive behavioral classroom practices:** embedded in the daily classroom programming, teachers will develop behavioral expectations through restorative practices, and strategies fostered through a responsive classroom approach.
 - **Improve school culture/environment:** School leaders and teachers will foster a collaborative schoolwide approach to celebrate student success, engage with the community on a regular basis as partners in the learning process at the Paul School through school wide activities.

After much reflection of these goals, our team spent most of the two days planning out a personalized approach to providing professional development that will meet the needs of our staff. We will spend the first day of our 4 day teacher workshop days prior to the start of the school year working with staff to reflect on these school wide goals and work together to assist in helping the staff develop their own personal goals under the structure of the school wide goals.

- In an effort to meet our goal of improving school culture and environment, welcoming our community into our school to celebrate our learning is a priority. Throughout the year we will be scheduling events during the school day to celebrate our school with our community. One way we intend to do this is to schedule some community lunches to bring us all together. Our first school lunch will be to celebrate the start of school. We will be having a lunch cook-out on the first Friday, September 8th and welcome our community to join us. Details will be shared mid August to families so that they might be able to join us. This will be one of many community lunches we will hold, and we look forward to having our families join us.
- Summer Work: Many of our staff will be participating in summer work to prepare for the school year.
 - Ivy Leavitt-Carlson, Assistant Principal/Curriculum Liaison will be facilitating a 4 day curriculum session where teachers will take the work they did this year, and bundle our standards so that we are able to share with families our grade level expectations. This fall it is our intent to take the work we do this summer and form vertical teaming

committees in both math and language arts. This committee work will be done in order to assure that our grade level expectations align across the grades.

- Sarah Howard, Director of Student Services will be facilitating a 4 day work session with interested staff refining our Multi-Tiered System of Supports (MTSS-B). This system is a system where interventions are put in place in order to meet the specific behavioral needs of our students, allowing us to decrease our exclusionary practices of discipline which have our students out of their classrooms. Our goal is to engage in stronger conversations with our students and take the opportunities to address challenging behaviors within the classroom setting. Student voice is a priority for us this year.
 - Norma DiRocco, Principal will be working with a large group of staff developing a schedule for this year that will allow us to better provide intervention times within the classroom settings in order to meet the academic needs of students. Our goal with our schedule is to allow our reading and math interventionists, Title I Interventionists and our special education teachers to work with our classroom teachers to differentiate students' education.
- This year I will be holding two "Superintendent Chats" a month to allow our families the opportunities to have open conversations about our school. Due to space constraints these chats will be held in the conference room at the SAU office. We will develop a list of topics based on a family survey that will be going out this week. Our conference room can comfortably accommodate about 12 adults, so we will ask those interested to contact the SAU office to let us know if you will be attending. The sessions will be held the 2nd Tuesday of each month at 9:30, and the 4th Tuesday of each month at 4:30. I look forward to having positive conversations around the education of our students that will allow for productive growth.
 - Community building will be at the forefront of our work this year. We will be incorporating into this community building opportunities for community service our students can participate in. Stay tuned for more details around activities we will be planning to bring our students together and provide community service both within our school setting and our larger community as well. If you have ideas of ways in which our students can participate in community service please contact us. We would love to make this a community effort that promotes positivity for all members of our community.
 - At our August 8th school board meeting we will be holding a "meet and greet" for our new leadership team. This meet and greet will be held from 4:00 - 5:00 in our Multi Purpose Room. Come meet our new team, it will be an informal time to chat with your children's school leadership team, and learn more about the great strengths our new members of the team bring to our school.

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 60360

Check Batch: 40252
 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
40252	22465	06/28/2023	9426	BOOTHBY THERAPY SERVICES, LLC	0.00	450.00
	22466	06/28/2023	9375	DRUMMOND WOODSUM &	0.00	6,032.50
	22467	06/28/2023	762	STRAFFORD LEARNING CENTER	0.00	1,222.02
	22468	06/28/2023	9191	TORRES, LUIS	0.00	366.80
	22469	06/28/2023	2164	W.B. MASON COMPANY	0.00	839.80
Totals:					0.00	\$8,911.12

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

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Sandra Taliaferro
Sandra Taliaferro, School Board Member

Brennan Peaslee
Brennan Peaslee, School Board Member

Robert DeCormack
Robert DeCormack, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Anne Kebler
Anne Kebler, CEO

WAKEFIELD SCHOOL DISTRICT

Manual AP CHECK REGISTER

Report # 60273

Check Batch: 40216
 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
40216	90250	06/23/2023	9608	BMO HARRIS BANK N.A.	0.00	4,429.28
Totals:					0.00	\$4,429.28

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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

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Sandrea Taliaferro, School Board Member

Brennan Peaslee
Brennan Peaslee, School Board Member

Robert DeCormack
Robert DeCormack, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Anne Kebler
Anne Kebler, CEO

1 Check Listed.

WAKEFIELD SCHOOL DISTRICT

Manual AP CHECK REGISTER

Report # 60233

Check Batch: 40195
 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
40195	90249	06/20/2023	669	EVERSOURCE	0.00	3,999.31
Totals:					0.00	\$3,999.31

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

				<u>Mary Collins</u> Mary Collins, School Board Chairman		
				<u>Robert DeCoffmacker</u> Robert DeCoffmacker, School Board Vice-Chairman		
				<u>Sandrea Taliaferro</u> Sandrea Taliaferro, School Board Member		
				<u>Brennan Peaslee</u> Brennan Peaslee, School Board Member		
				<u>Bob Ouellette</u> Bob Ouellette, School Board Member		
				<u>Carlene Stewart</u> Carlene Stewart, Treasurer		
				<u>Anne Kebler</u> Anne Kebler, CEO		

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 60260

Check Batch: 40212
 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
40212	22397	06/22/2023	9568	ACP FACILITY SERVICES	0.00	7,973.33
	22398	06/22/2023	1080	ADT COMMERCIAL LLC	0.00	286.71
	22399	06/22/2023	9629	ALMA TECHNOLOGIES INC	0.00	3,426.00
	22400	06/22/2023	9358	ALWARD, KIMBERLY	0.00	1,268.08
	22401	06/22/2023	2081	APPLE COMPUTER INC.	0.00	569.00
	22402	06/22/2023	873	BARNES & NOBLE	0.00	489.40
	22403	06/22/2023	948	BASIX AUTOMATION INTEGRATORS	0.00	2,753.48
	22404	06/22/2023	9608	BMO HARRIS BANK N. A.	0.00	3,201.03
	22405	06/22/2023	9426	BOOTHBY THERAPY SERVICES, LLC	0.00	276.75
	22406	06/22/2023	9503	C&S COMMERCIAL FOOD EQUIPMENT SERVICES.	0.00	512.35
	22407	06/22/2023	9540	CAMP STARFISH, INC	0.00	6,495.00
	22408	06/22/2023	9270	CARLENE STEWART	0.00	66.00
	22409	06/22/2023	913	CONWAY OFFICE TECHNOLOGY GROUP	0.00	3,990.84
	22410	06/22/2023	9504	COOK, LORI	0.00	325.00
	22411	06/22/2023	342	CROWELL'S TOWING & REPAIR	0.00	585.71
	22412	06/22/2023	9523	DeColfmacker, Meaghan	0.00	107.98
	22413	06/22/2023	363	DIPRIZIO GMC TRUCKS INC.	0.00	389.13
	22414	06/22/2023	378	EASTER SEALS NEW HAMPSHIRE	0.00	11,225.27
	22415	06/22/2023	9090	ELAINE M. MILLEN	0.00	16,500.00
	22416	06/22/2023	1840	ELAYNE ELLIS	0.00	119.31
	22417	06/22/2023	9088	ELDRIDGE TRANSPORTATION SERVICE	0.00	20,765.45
	22418	06/22/2023	9621	FLO'S NORTH AUTO BATH	0.00	71.00
	22419	06/22/2023	8904	GRAND CANYON UNIVERSITY	0.00	1,850.00
	22420	06/22/2023	273	HEINEMANN	0.00	4,974.68
	22421	06/22/2023	915	HUCKINS, PENNY	0.00	35.68
	22422	06/22/2023	1236	LAKESHORE LEARNING MATERIALS	0.00	137.95
	22423	06/22/2023	9218	LISA DUBOIS	0.00	511.55
	22424	06/22/2023	1005	LONGMEADOW FARM & HOME SUPPLY	0.00	162.93

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WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	22425	06/22/2023	9627	MICHELE HOSSACK	0.00	1,815.00
	22426	06/22/2023	9610	MOELLER, TRESSA RYAN	0.00	180.00
	22427	06/22/2023	1993	MONARCH SCHOOL OF NEW ENGLAND	0.00	6,736.37
	22428	06/22/2023	2288	MSB SCHOOL SERVICES	0.00	7.68
	22429	06/22/2023	568	NAPA AUTO PARTS	0.00	383.98
	22430	06/22/2023	2128	NAPA AUTO PARTS	0.00	90.72
	22431	06/22/2023	1366	NEW ENGLAND CENTER FOR CHILDREN	0.00	31,679.80
	22432	06/22/2023	596	NH SCHOOL HEALTH CARE COALITION	0.00	81,455.42
	22433	06/22/2023	1274	NH SCHOOL TRANSPORTATION ASSOC.	0.00	416.00
	22434	06/22/2023	9290	PAGE STREET LEASING, LLC	0.00	75.00
	22435	06/22/2023	2184	PAUL SCHOOL - STUDENT ACTIVITIES FUND	0.00	2,341.00
	22436	06/22/2023	9613	PureChemProsLLC	0.00	252.11
	22437	06/22/2023	9478	REI	0.00	920.24
	22438	06/22/2023	688	ROCHESTER TRUCK	0.00	1,391.91
	22439	06/22/2023	688	ROCHESTER TRUCK REPAIR	0.00	1,458.03
	22440	06/22/2023	9628	SAFELITE	0.00	887.43
	22441	06/22/2023	1259	SCHOLASTIC INC	0.00	1,252.26
	22442	06/22/2023	2401	SCHOOL OUTFITTERS	0.00	2,774.45
	22443	06/22/2023	2163	SCHOOL SPECIALTY	0.00	2,310.50
	22444	06/22/2023	9530	SOLJANT	0.00	3,250.00
	22445	06/22/2023	9585	ST CHARLES SCHOOL	0.00	19,356.48
	22446	06/22/2023	9521	STAPLES BUSINESS ADVANTAGE	0.00	269.76
	22447	06/22/2023	762	STRAFFORD LEARNING CENTER	0.00	2,200.00
	22448	06/22/2023	526	THE MATH LEARNING CENTER	0.00	2,850.12
	22449	06/22/2023	9312	THE NEW ENGLAND CENTER FOR CHILDREN	0.00	7,187.50
	22450	06/22/2023	804	TREASURER, STATE OF NH	0.00	5,405.48
	22451	06/22/2023	2853	VACHON, CLUKAY & CO., PC	0.00	2,549.50
	22452	06/22/2023	2957	VOYA CLAIMS FUNDING	0.00	1,509.94
	22453	06/22/2023	2164	W.B. MASON COMPANY	0.00	251.94
	22454	06/22/2023	9467	WHITE, KRISTEN	0.00	519.84
	22455	06/22/2023	1944	WINNIPESAUKEE DRUG CONSORTIUM SERVICES L	0.00	80.00
Totals:					0.00	\$270,928.07

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 60260

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

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Sandra Taliaferro, School Board Member

Brennan Peaslee
Brennan Peaslee, School Board Member

Robert DeCalmack
Robert DeCalmack, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Anne Kebler
Anne Kebler, CEO

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59 Checks Listed.

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 60299

Check Batch: 40229
 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
40229	22456	06/26/2023	1190	CLEAN-O-RAMA	0.00	340.50
	22457	06/26/2023	1840	ELAYNE ELIJS	0.00	53.00
	22458	06/26/2023	23	JP PEST SERVICES INC	0.00	624.00
	22459	06/26/2023	2288	MSB SCHOOL SERVICES	0.00	0.58
	22460	06/26/2023	260	PARKER EDUCATION	0.00	4,249.68
	22461	06/26/2023	9530	SOLJANT	0.00	1,750.00
	22462	06/26/2023	9191	TORRES, LUIS	0.00	293.44
	22463	06/26/2023	9368	VERIZON	0.00	40.83
	22464	06/26/2023	2957	VOYA CLAIMS FUNDING	0.00	486.30
	Totals:				0.00	\$7,838.33

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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

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Sandra Taliaferro
Sandra Taliaferro, School Board Member

Brennan Peaslee
Brennan Peaslee, School Board Member

Robert DeCofmacker
Robert DeCofmacker, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Anne Kehler
Anne Kehler, CEO

WAKEFIELD SCHOOL DISTRICT

Manual AP CHECK REGISTER

Report # 60220

Check Batch: 40188
 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
40188	90248	06/20/2023	1706	CHARTER COMMUNICATIONS

Totals:

Electronic Amount	0.00
Check Amount	850.00
	\$850.00

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

Robert DeCollomacke
Robert DeCollomacke, School Board Vice-Chairman

Sandra Taliaferro
Sandra Taliaferro, School Board Member

Brennan Peaslee
Brennan Peaslee, School Board Member

Bob Ouellette
Bob Ouellette, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Anne Kebler
Anne Kebler, CEO

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 60400

Check Batch: 40378
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
40378	22470	06/30/2023	1366	NEW ENGLAND CENTER FOR CHILDREN	0.00	15,750.00
	22471	06/30/2023	9530	SOLANT	0.00	700.00
	22472	06/30/2023	9585	ST CHARLES SCHOOL	0.00	19,150.24
	22473	06/30/2023	9312	THE NEW ENGLAND CENTER FOR CHILDREN	0.00	5,000.00
Totals:					0.00	\$40,600.24

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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

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Sandra Taliaferro, School Board Member

Brennan Peaslee
Brennan Peaslee, School Board Member

Robert DeColfmaeker, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Anne Kebler
Anne Kebler, CEO

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4 Checks Listed.

WAKEFIELD SCHOOL DISTRICT

Manual AP CHECK REGISTER

Report # 60403

Check Batch: 40380
 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
40380	90251	06/30/2023	8927	IRVING ENERGY-PROPANE	0.00	2,086.37
Totals:					0.00	\$2,086.37

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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

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Sandra Taliaferro, School Board Member

Brennan Peaslee
Brennan Peaslee, School Board Member

Robert DeCormack
Robert DeCormack, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Anne Kebler
Anne Kebler, CEO

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 60444

Check Batch: 40452
 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
40452	22481	06/30/2023	9009	ALLISON NEAL, NEW ENGLAND TUTORS, LLC	0.00	360.00
	22482	06/30/2023	2161	HOWE TWO LAWN CARE & LANDSCAPING LLC	0.00	2,800.00
	22483	06/30/2023	2128	NAPA AUTO PARTS	0.00	96.00
	22484	06/30/2023	9099	ONSITE DRUG AND ALCOHOL SERVICES, LLC	0.00	114.16
	22485	06/30/2023	688	ROCHESTER TRUCK REPAIR	0.00	1,393.72
	22486	06/30/2023	1119	STAPLES CREDIT PLAN	0.00	1,592.58
Totals:					0.00	\$6,356.46

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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

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Sandrea Taliaferro, School Board Member

Brennan Peaslee
Brennan Peaslee, School Board Member

Robert DeColimacke
Robert DeColimacke, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Anne Kebler
Anne Kebler, CEO

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 60415

Check Batch: 40426
 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
40426	22474	06/30/2023	378	EASTER SEALS NEW HAMPSHIRE	0.00	1,494.20
	22475	06/30/2023	1993	MONARCH SCHOOL OF NEW ENGLAND	0.00	4,696.15
	22476	06/30/2023	2190	MOUNT PROSPECT ACADEMY	0.00	3,905.40
	22477	06/30/2023	1790	PRIMEX	0.00	33,426.19
	22478	06/30/2023	686	ROCHESTER SCHOOL DEPARTMENT	0.00	515,517.60
	22479	06/30/2023	1113	SHERWIN-WILLIAMS	0.00	1,145.00
	22480	06/30/2023	2957	VOYA CLAIMS FUNDING	0.00	2,600.00
	Totals:				0.00	\$562,784.54

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

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Sandra Taliaferro, School Board Member

Brennan Peaslee
Brennan Peaslee, School Board Member

Robert DeCalmack
Robert DeCalmack, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Anne Kebler
Anne Kebler, CEO

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7 Checks Listed.

Wakefield School Board Public Minutes

June 20, 2023

Held in Paul School Library

Draft



Others Present: Sandy Ouellette, Delia, Chief Mike Easton, Selectman Mark

BOARD MEMBERS		ADMINISTRATORS	
Mary Collins, Chair	✓	Anne Kebler, Superintendent	✓
Robert DeColfmacker, Vice Chair	✓	Shari Colby, Business Administrator	
Bob Ouellette	✓	Lisa Dubois, Special Ed Director	
Sandra Taliaferro	✓	Kristen White, Principal	✓
Brennan Peaslee	✓		

Mr. Ouellette made a motion, seconded by Mr. DeColfmacker, to enter non public session under RSA 91-A 3:11 (c) at 6:02. Roll call: Ouellette aye, Collins aye, Taliaferro aye, DeColfmacker aye, Peaslee aye Vote: (5-0)

The Board returned to public session at 6:04

Agenda Review

Mrs. Kebler said she put nominations/hires? resignations back into the regular agenda. She wants to make sure everyone is recognized. She has two additional resignations to add to the agenda. Mrs. Colbath asked if the Board planned to have Mr. Fogg go into non public and continue his tirade from the email he sent Mr. DeColfmacker. Mr. DeColfmacker's email stated that Mr. Fogg would have to go into non public if he wanted to discuss anything about Priscilla it would have to be done in non public. Mrs. Colbath asked that this be a Board decision. Mr. DeColfmacker's email also said Mr. Fogg has a legitimate reason and he believes Mr. Fogg will be asking for Mrs. Collins and Mrs. Colbath's resignation. Mrs. Collins said that the whole Board needs to know what will be addressed. If Mr. Fogg goes into non public to speak about Mrs. Colbath now Mrs. Colbath has the right to decide whether this will take place in public or non public. Mr. DeColfmacker said with Mr. Fogg being on the agenda we can find out what this is about and go into non public at the next meeting or move forward with non public at the end of this meeting. Mr. DeColfmacker said in the email to Mrs. Colbath that it was up to her. Mrs. Taliaferro said we don't know what this is about so how can we vote? Mrs. Colbath feels the Board should see the emails. Mrs. Peaslee asked to go into public comment and ask Mr. Fogg to give the Board a synopsis about what this is about. Mr. DeColfmacker said nobody has all the emails because he didn't want to create a quorum. Mrs. Peaslee said they received some emails from Mr. Fogg to the Board. Mr. DeColfmacker was careful not to do that. The Board agreed to ask Mr. Fogg during public comment what this is all about.

Mr. Fogg said he wasn't able to gather all the information Mr. DeColfmacker asked him for and was going to request that he be put on the next agenda. Mrs. Collins said Mr. Fogg could request

that he be taken off the agenda during Agenda Review. Mr. Peaslee called on Mr. Fogg to make his request. Mr. Fogg responded That he would like to come off this agenda and be put on the next agenda.

Mrs. Peaslee made a motion, seconded by Mrs. Taliaferro to move Mr. Fogg to the next agenda. (No vote was taken)

Mr. Ouellette and Mr. DeColfmacker said that's not our decision it's the Superintendents and the Chairs decision. Mrs. Collins said she will move him to the next agenda.

Mr. DeColfmacker asked to add to the agenda, under New Business, a discussion about Board approval to attend a meeting, this concerns private citizens so it will be discussed in non public session.

Mrs. Kebler has jury duty tomorrow so she asked who would score the Boards Self Evaluations. Mrs. White scanned and sent the evaluation sheets to Elaine? To be scored.

Public Hearing, Presentations

Public Comment 6:17

Mr. Duffy thanked the Board for working so cooperatively with Parks and Rec with space and buses. Mrs. Davies said she also appreciates the cooperation between the school and Parks and Rec. Mrs. Roy asked if kids had to shake hands with everyone on stage at eighth grade graduation. Mrs. Kebler said that has been the practice. Mr. Fogg wished to discuss something in the non public minutes. Mrs. Collins informed him that he wasn't to discuss non public minutes. He said the minutes need to be corrected to add a statement he felt was important.

Mr. O'Conner asked if someone wants to be on the agenda maybe they should send an outline or synopsis of what they want to address ahead of time. That way the Board could discuss it and decide what position they wanted to take. Mrs. Collins said backup material needs to be in the packet according to policy and it was not provided. Mrs. Kelley said she watches the meetings and she said she sees a Board who is trying to do good things. She said it's heartbreaking to watch the behavior of a group each meeting. She told the Board that she can't imagine being their target of this one side. She read the number of votes that each person received at the election and said Mary is well liked.

Consent Agenda

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

Meeting Minutes

Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to approve the non public minutes of 6-6-23. (Vote 5-0)

Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to approve the public minutes of 6-6-23 with a correction. (Vote 5-0)

Reports

Superintendent Services

Special Education Update:

Lisa Dubois wrote, I wanted to take this opportunity to thank the school board, administration, staff, family, and students for my time with the Wakefield School District. I have grown as an educator and person from the experiences I have been a part of and will carry them with me. I wish you all the best as well as for continued positive growth for the school and community.

Wakefield School District Special Education Numbers: Little Paws (PreK): 8 identified students and 11 non identified, Paul School: (K-8): 85 students, Spaulding High School: (9-12): 21 students, Kingswood: (9-12): 2 students, Out of District Placements: 8 students. Total number of students with disabilities: 124

Old Business

Sandrea's Email

Mrs. Taliaferro said she had been asking to be put on the agenda to make a correction because she sent an email out to the whole Board which isn't allowed. She said her email was more like a discussion piece so it has to be included on the agenda to correct the record and we could have a discussion in public like it should have happened in the first place. This was my mistake and this is how we correct it. She went on to say that the Board can reorganize the School Board at any time. She felt that she was getting stalled to be put on the agenda. She feels that there are reasons the Board needs different leadership. She feels this would put the Board back on track and away from any outside issues. (Emails attached at the end of these minutes)

Mrs. Taliaferro made a motion, seconded by Mrs. Peaslee, to revisit the Chair position.

Mrs. Taliaferro read a list of examples she feels were not done or done incorrectly.

She read the following: "I appreciate the attempts made with good intentions but we've had a few major issues due to poor communication or follow through along with failing to uphold the civility policy; contracts that were created with our attorney did not have specific agreed upon language written in them, surveys sent to staff with no explanation causing confusion and discontent, things being put on the agenda that are not worthy, corrected or completed with the backup documentation so we can make proper decisions. The chair should, and we all should trust someone's intent, acknowledge harm instead of making assumptions of ones thoughts or character. Inclusivity is needed and that means we all need a voice at the table. We need a chair to treat everyone with procedural fairness. Some issues are visible, some are not. No more prejudice prejudging of other peoples intent. Try to ask questions. We also need to stop with the association bias. It's not helpful. We are all individuals and that's why I wanted to bring it back up."

She ended by saying maybe we can try to change direction to get back on track and get back to the business of the school. She said she appreciates the attempts and it's not a blame thing. She would like to try something different.

Mr. DeColfmacker added that outside relationships are affecting our work. It's been an ongoing problem every two weeks and there's a level of tension and distraction that comes into the room that we can't seem to get rid of. It's a problem. Mrs. Collins explained that she followed the attorneys advice: follow policy and she did that. Reorganization and Committees are two separate policies. Mrs. Peaslee said committees are on the policy and Mrs. Collins used half the policy and not the other half.

(Vote 2-2-1).

Gym Floor Update

Mrs. Kebler said that Mr. Markiewicz and Ms. Colby were working together on the gym floor issue. Ms. Colby talked with Aaron Casmanian from AFICS and there was no formal written report completed of the inspection that was done for the insurance which covered Carl's Flooring. The conclusion was that what we are experiencing was due to the improper installation by Carl's Flooring. Mr. Markiewicz reached out to MAPEI, which is the organization that we have a warranty for the sub flooring. The sub floor is not defective. Carl's Flooring's insurance AFIC, will release \$25,000 when a repair report is complete. They will need us to sign a document that negates them from any liability as the insurance company.

Ms. Colby talked with Sandy Burroughs of Primex. She will be here on July 6th to give her opinion on whether the floor is safe. Mr. Davis hasn't seen any significant safety issue yet. The insurance company is requesting a repair report prior to Hussy Seating doing their scheduled work. Mr. Ouellette questioned "repair" as opposed to replace. Mrs. Kebler said it doesn't appear that the floor is going to be done this summer. Mrs. Taliaferro suggested small claims in Superior court. Mrs. Kebler told the Board that Mr. Upton thinks he should come have a conversation with the Board. His concern is that litigation may cost more than the replacement of the floor. Mrs. Kebler said without a signed contract... Mr. Ouellette wants the floor replaced. Mrs. Kebler said a written report from the investigator has been requested. Mrs. Taliaferro said if you file for small claims you can get attorney and filing fee costs back. Mr. Ouellette said moving the hoops won't solve the problem. Mr. DeColfmacker said there's proof here. We have signed bid documents regardless of whether there is a physical contract. The bid document is a contract. It says you will perform the work at this price. Carl's Flooring signed it and initialed it and we accepted it. The Board agreed by consensus to have Mrs. Kebler tell our attorney to initiate litigation. Mrs. Peaslee said at \$108,000 we can't afford to fix it. Mrs. Taliaferro wants to see the check stubs to know the exact cost of the floor. Mrs. Kebler will cancel Hussy. Mr. DeColfmacker said we need to see the inspection report from Primex and make a decision about the safety of the floor then. Mrs. Kebler told the Board Mr. Markiewicz has indicated that at this point it has to be in the hands of the attorney.

Mrs. Peaslee made a motion, seconded by Mr. DeColfmacker, to have Mr. Markowitz contact the attorney and move forward with initiating litigation. (Vote 5-0)

Summer Hiring Practices

Mrs. Kebler told the Board that it has been past practice for the Superintendent to nominate certified teachers in the summer and asked for permission to do so. We currently have three resignations. Mrs. Collins said because of the current employment conditions she feels Mrs. Kebler should be allowed to do this. Mr. DeColfmacker asked if the Board could talk about this and approve through an email? Or can we all get together? He said if the nomination is sent to us we can have that discussion and have a vote over email then have that put into meeting minutes. Mrs. Kebler questioned if taking a vote by email is legal. Mrs. Taliaferro said we could have a meeting anytime, whether it be in person or zoom to take care of this. Mrs. Collins said we can call an emergency meeting if necessary.

New Business

Board Workshop

The Board will be having a self-evaluation workshop on Wednesday. School Moderator Rick Dill will facilitate.

Graduations 8th Grade and Kindergarten

Mrs. Collins told the Board about the two graduations and how well they were done. Mrs. Kebler suggested that the superintendent or the chair should present the School Board Scholarship at the high school Scholarship night. Congratulations to the Paul School class of 2023.

Mr. Ouellette thanked Mrs. White for the Board for her service to our community and Paul School during her time here. It's appreciated. Mr. DeColfmacker said he attended the awards ceremony and told Mrs. White that it was a special night and very well done and appreciated.

Warrant Articles

Mrs. Kebler said there were three projects on the CIP to be done this summer; the well project, the bathroom project and the paving project. When the Facilities Manager reviewed the well and bathroom project on the CIP he noticed that the estimates were done in 2013 so the amount in the trusts are not likely to cover the costs. He needs to get a better understanding of what is necessary in the two projects. The well needs to be replaced. They are recommending they put those projects on for next summer and add the money into the funds to cover the cost of the projects. The descriptions of what needs to be done is vague. Mrs. Collins said the partitions were the number one issue because of the spacing but there is no updated estimate. If the well is installed it will save the district \$13,000 a year for water for the fields. She said she has been researching playground equipment. She said we need the well done first before the playground equipment. Mr. Ouellette, reading from the CIP, said there may be enough in the Expendable Trust Fund to do these jobs and suggested Mrs. Kebler get estimates. He said he doesn't want these items to be delayed if we don't have to. Mr. DeColfmacker said that Mr. Davis will be

looking for new bids. Mr. Ouellette suggested reaching out to the person that gave the original estimate first.

Policies (all second reading)

DJ – Purchasing

Mr. Ouellette made a motion, seconded by Mr. DeColfmacker, to approve Policy DJ Purchasing.

Mrs. Taliaferro asked to poll the staff to see if they'd like NHSBA to redo all the policies so we don't have to keep trying to shrink the binders. She said these are their policies and their manual. She said, we are taking up a lot of time. There are seventy-five policies required by law and this is a lot more than seventy five. We can still add in the ones we are interested in or have created. Mrs. Kebler said she believes the cost would be about \$1,500 and she doubts the staff would care. **(Vote 4-1)**

DJ-R Purchasing Procedures.

Procedures will now be printed on colored paper.

Mr. Ouellette made a motion, seconded by Mrs. Peaslee, to approve Policy DJ-R Purchasing Procedures.

At the bottom of page one; remove the words, "if available" and "\$20,001 & above" and combine the rest of that last bullet into the second bullet eliminating the rest of bullet three. (Also change \$5,001 to \$5,000) The \$25,000 for construction should be changed to \$5,000. Under the expectations of bidders Mrs. Peaslee believes there should be something more legal there considering what's happening with the gym floor. Mr. DeColfmacker said there is a public bid process in an RSA we need to follow. We need to find that process.

Mr. Ouellette rescinded his motion and Mrs. Peaslee rescinded her second to approve Policy DJ-R Purchasing Procedures.

Mr. Ouellette made a motion, seconded by Mrs. Peaslee, to table Policy DJ-R Purchasing Procedures until the next meeting. (Vote 5-0)

EGAD Copyright Compliance

Mrs. Peaslee made a motion, seconded by Mrs. Collins, to approve Policy EGAD. (Vote 5-0)

EGAD-R Copyright Compliance Procedures

Mr. Ouellette made a motion, seconded by Mrs. Collins, to approve Policy EGAD-R. (Vote 4-0-1)

Mr. DeColfmacker said that Mrs. Taliaferro had a good idea about having the NHSBA do policies. He asked to have information on the next agenda. Mrs. Kebler will check to see if there is money in the budget. Mr. DeColfmacker said policies haven't been updated on the website. Mrs. Peaslee asked who is supposed to be updating the policies on the website? Mrs. Kebler said they were being done by a person and now are being taken over by the Administrative Assistant. The IT director will take over this duty when the policies are updated. The Board discussed

policies not being available to the public. Mrs. Peaslee said this has to be written in someone's job description.

Mrs. Spencer asked what the policy on non public for terminating a teacher. Mrs. Collins told her she would have to go through the chain of command. Mrs. Spencer replied that she had received an email from Mrs. Collins that she would bring it up to the Board. Mr. Ouellette said this is a non public issue.

Nominations/Hires/Resignations

Sarah Howard has agreed to the offered salary of \$80,000. She has her Statement of Eligibility and has very little to do to meet the competencies.

Mr. Ouellette made a motion, seconded by Mrs. Peaslee, to approve hiring Sarah Howard as Director of Student Services at \$80,000. Vote: (4-0-1)

Mrs. Kebler hired Jeff Plourde as a van driver.

Jen Hayward was hired as Financial Assistant at the SAU.

Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to accept the resignation of Rebecca Lugo with regret. Vote: (4-1)

Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to accept the resignation of Melissa Catauro with regret. Vote: (4-1)

Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to accept the resignation of Jasmine Robinson with regret. Vote: (4-1)

Non Public Session

Mr. Ouellette made a motion, seconded by Mr. DeColfmacker, to enter non public session under RSA 91-A 3:II (c) at 7:48. Roll call: Ouellette aye, Collins aye, Taliaferro aye, DeColfmacker aye, Peaslee aye Vote: (5-0)

The Board re-entered public session at 8:25.

The Board discussed behavior at meetings.

Mrs. Peaslee made a motion, seconded by Mrs. Taliaferro, to revisit reorganization. (Vote 3-2)

Mrs. Taliaferro made a motion to make Mrs. Peaslee chair.

Mrs. Peaslee declined.

Mrs. Taliaferro made a motion, seconded by Mrs. Peaslee, to Make Mr. DeColfmacker chair. (Vote 3-2)

Mrs. Taliaferro made a motion, seconded by Mrs. Peaslee, to Make Mr. Ouellette vice chair. (Vote 3-2)

Adjournment

Mr. Ouellette made a motion, seconded by Mr. DeColfmacker, to adjourn the meeting at

8:55 (Vote 5-0)

Respectfully submitted for approval at the next School Board meeting,

Priscilla Colbath
School Board Secretary

Sandra M. Taliaferro

Subject: FW: Board Packet

I once again please for the third time now, since I asked ori on May 11th. Then for the second time on video at the last school board meeting of May 16th (and it's in the school board minutes of this agenda for June 6th 2023) That I would like to be placed on the agenda, that this email thread be printed and added as the backup to the agenda so we can discuss it, in public, to correct the record.

Thank you
Sandra Taliaferro

Sent from my iPhone

Begin forwarded message:

From: Sandra Taliaferro <sandra.taliaferro@sau101.or>
Date: May 11, 2023 at 4:35:14 PM EDT
To: Anne Kebler <anne.kebler@sau101.or>
Subject: Re: Board Packet

Thank you

Sent from my iPhone

On May 11, 2023, at 10:52 AM, Anne Kebler <anne.kebler@sau101.or> wrote:

I will put it under agenda review.
Anne

Anne L. Kebler
Superintendent
76 Taylor Way
Sanbornville, NH 03872
p~ 603-871-8502
f ~ 603-871-8608

STATEMENT OF CONFIDENTIALITY:

The information transmitted herein is intended only for the person or entity to which it is addressed and may be confidential and/or privileged material. Any unauthorized disclosure, reproduction, use, or dissemination (either in whole or in part) is prohibited. If you are not the intended recipient of this message, please notify the sender immediately and delete this message and any attachments from any computer and/or mobile device.

On Thu, May 11, 2023 at 8:59 AM Sandra Taliaferro
<sandra.taliaferro@sau101.org> wrote:

Please put this email thread into the agenda for us to speak to. Plus it will correct the record for me emailing it to the whole board

Thank you very much
Sandra

Sent from my iPhone

Begin forwarded message:

From: Sandra Taliaferro
<sandra.taliaferro@sau101.org>
Date: April 17, 2023 at 6:17:53 PM EDT
To: Mary Collins <mary.collins@sau101.org>, Anne
Kebler <anne.kebler@sau101.org>
Cc: Ashia Roy <ashia.roy@sau101.org>, Anne Kebler
<anne.kebler@sau101.org>; WSB members <wsb-
members@sau101.org>
Subject: Re: Board Packet

Hi one more time, I am sorry but she did request to wait. It's all listed in this very packet, page 22, I have also attached the pic for easy reference. very first paragraph that Brennan asked for a 1 month extension so the whole board could be together. All that was relayed to the board was that Mary was going to call NHSBA and ask if we can wait. Basically to see if it violated any laws

Technically we don't currently have a chair right now since the new election has happened, so this must be a majority vote maybe or up to the superintendent I would assume? Mary specifically asked the question to NHSBA if it was allowed to wait. Mary got the answer that we can wait. We really should wait.

I have read Policy BDA and it says it has to be posted as a organizational meeting and it does state that the superintendent will call the meeting to order and shall preside during and until the election of a chair person. BDB the chair, person, and vice chair person shall be

elected at the annual organization meeting to serve until successor is elected.

It will hold nothing up other than the fact that we won't have a specific chair or vice chair until we are all together for a vote. Anne can run the meetings and still decided what goes on the agenda, so nothing is getting held up. We can still make other motions and vote on those items that are not specific to board duties and still work the agenda. I don't agree that we should make any board specific decisions until we have the entire board present. Based off of the notes from the meeting, that's what the whole board seemed to understand. I'm sure Brennan would like to be included on such a big vote. I mean I'm sure we can bring up the issue again and revote in a month but wouldn't it just make more sense to wait and vote once all together as a group and work together as a group. Like we are supposed to be doing?

Thank you
Sandrea

Sent from my iPhone

On Apr 16, 2023, at 10:13 AM, Mary Collins <mary.collins@sau101.or> wrote:

Sandrea,
Brennan asked that the committees wait until she has returned. Procedure dictates that reorganization occur at the first meeting after the elections. We will not wait to vote. We would never accomplish anything if we had to wait for a full board every meeting. Certain items have already been postponed. We need to move forward as best we can.
Mary C

On Sun, Apr 16, 2023, 9:46 AM
Sandrea Taliaferro
<sandrea.taliaferro@sau101.org>
wrote:

Brennan asked to wait for the reorganization of the board due to her not being at this meeting. I would request the same of the

meeting with Matt Upton. Mary checked with NHSBA and they stated there is no law stating it needs to happen right now or that there is an issue with waiting for the whole board. I would like Anne to run the meetings until all board members are present to vote.

Thank you
Sandrea

Sent from my iPhone

To unsubscribe from this group and stop receiving emails from it, send an email to wsb-members+unsubscribe@sau101.org.

To view this discussion on the web visit

[https://groups.google.com/a/sau101.org/d/msgid/wsb-](https://groups.google.com/a/sau101.org/d/msgid/wsb-members-53CF45E1-C20D-4484-A613-1E7D0A542E82%40sau101.org)

[members-53CF45E1-C20D-4484-A613-1E7D0A542E82%40sau101.or](https://groups.google.com/a/sau101.org/d/msgid/wsb-members-53CF45E1-C20D-4484-A613-1E7D0A542E82%40sau101.org)

For more options, visit

<https://groups.google.com/a/sau101.org/d/optout>.

Wakefield School Board Public Minutes Board Work Session



June 21, 2023
Held in SAU 101 Conference Room
Draft

BOARD MEMBERS		ADMINISTRATORS	
Mary Collins, Chair	✓	Anne Kebler, Superintendent	
Robert DeColfmacker, Vice Chair	✓	Shari Colby, Business Administrator	
Bob Ouellette	✓	Lisa Dubois, Special Ed Director	
Sandrea Taliaferro	✓	Kristen White, Principal	
Brennan Peaslee	✓	Ivy Levitt-Carlson, Asst. Principal	

The meeting was called to order by Mr. Ouellette at 5:08.

Mr. Ouellette read Mr. DeColfmacker's resignation as chair. Mr. DeColfmacker expressed why he felt this wasn't the right time for him to be the chair.

Mr. DeColfmacker made a motion, seconded by Mr. Ouellette to choose a new chair. (Vote 5-0)

Mr. Ouellette made a motion, seconded by DeColfmacker to nominate Mrs. Collins as chair.

Mrs. Collins reminded the Board that she has only been chair for a short time. The Board discussed how email responses going forward should be handled by the chair. They also discussed the Chair leaving emotion or opinion out of emails. Mrs. Taliaferro said just thank them for information. Mrs. Collins said she understands and will follow that advice. From this point on she will send emails she receives to the person named or the Vice Chair before answering them. Mr. DeColfmacker said, we are all human and should be helping each other. Mr. Ouellette said we're all individuals with different personalities, we all should be respectful of one another. He went on to say we need to get back to doing the business of the Board and stop the infighting.

Mr. Ouellette read the Board goals. Mrs. Taliaferro feels that if they don't do something different we're paddling in circles.
(Vote 3-2)

After the vote they aired their differences and discussed their negative experiences. Mr. DeColfmacker wants professional conduct; treat everyone with respect. They vowed to close that door and move forward as Mr. DeColfmacker proposed.

Board Evaluations

The Board members evaluated themselves and Mr. DeColfmacker calculated the averages. They discussed ways that the Board could do better, ways that they can improve in areas where they are failing. The Board would like to go back to past practice and have the BA, Facilities Manager, Transportation Manager physically appear at meetings to personally give the Board their own reports and discuss issues/updates. They would like to see the discipline report monthly by Mrs. Levitt-Carlson, Curriculum quarterly, Tech quarterly so they can ask questions. They also want to see Follow Up back on the agenda and have the Follow Up list emailed to them with the daft minutes.

The want the following to be on the agenda:

1st meeting of the month

1. Transportation

2. BA

3. Superintendent's Report

2nd meeting of the month

1. Facilities

2. Administration Report

All employees will wear safety vests if outside during morning drop off and afternoon dismissal no excuses.

Follow through needs to be better. The Board will put requests in writing.

The Board noted that they haven't received a weekly email about what happened this week from the Superintendent.

The Board discussed their strengths and weaknesses and discussed a plan to move forward.

The Board decided that they would stick with the goals they developed last year and review them periodically. The Board agreed by consensus to have Mr. DeColfmacker talk to Mr. Davis about the bathroom renovation, well and paving. Mrs. Colbath will send the Board Trust Fund balances.

They set a date of July 12th at 5:00 for a Job Description Workshop. All will bring any job descriptions they have. Mrs. Peaslee mentioned Primex workshops for Boards and management. Many are online.

**Mr. Ouellette made a motion, seconded by Mrs. Collins, to adjourn the meeting at 7:28.
(Vote 5-0)**

Respectfully submitted for approval at the next School Board meeting,

Priscilla Colbath

School Board Secretary

Wakefield School Board Public Minutes

Board Work Session



July 5, 2023
Held in Paul School Library
Draft

BOARD MEMBERS		ADMINISTRATORS	
Mary Collins, Chair	✓	Anne Kebler, Superintendent	✓
Bob Ouellette, Vice Chair	✓	Shari Colby, Business Administrator	
Robert DeColfmacker	✓	Sarah Howard, Director Student Services	
Sandrea Taliaferro via Zoom	✓	Norma DiRocco, Principal	
Brennan Peaslee	✓	Ivy Levitt-Carlson, Assistant Principal	

Others present: Katie Roy, Ryan Manning, Facilities Manager Brad Davis and Mary Soares from Clearview TV

The meeting was called to order by Mrs. Collins at 5:00.

AGENDA REVIEW

Mrs. Collins added a fifteen minute Q&A at the end of Mr. Davis's presentation.

NEW BUSINESS

Lead Remediation Plan

Mr. Davis said on June 6th he completed his first round of water testing. The governor lowered the allowable amount of lead for schools from 15 ppb to 5 ppb. He took forty-one samples. The highlighted amounts on the Chain of Custody Form came in over 5 ppb. He provided a layout of the school and the rooms affected. The primary problem area is the original school building, the primary wing. These are first draw, stagnant samples which is the harshest it will be. All drinking fountains came back within limits. All the issues are in the bathrooms in the primary wing.

He pointed out a flow chart on page 16 of the packet that shows the different remediation strategies. All retesting is paid for by the state. We can test as much as we want. Mr. Takis from Pioneer Mechanical recommended replacing all the screens as sediment gets lodged behind them. Mr. Davis would like to follow that recommendation prior to going any further, retest and see where we are. The only requirement from DES is that we mark outlets with handwash only which he has already done. He said there is grant money up to 50% of the remediation costs available for a big remediation project if needed. Mr. Davis said this is a common issue in school since the governor lowered the rate. The towns limits are still 15ppb.

Mr. Davis suggested having a briefing with the teachers and ask them to monitor and also let them know there will be more testing. He must respond to the State with what has been done to remediate each outlet. There are three or four different makes of faucets in the school. He will check the models and order the replacement screens. Screens and aerators are one unit. Mrs.

Kebler said we don't have children drinking out of the sinks in the classrooms. If this isn't written in the staff handbook it will be for the next school year. Mr. Davis will keep a file on all testing and results. If a tested unit comes back within the limits it is deemed acceptable, no more remediation is required and the signage can be removed. He said none of the kitchen or food prep areas came back high. As soon as he changes the aerators he will get new testing bottles from the state to retest. Mrs. Peaslee asked Mr. Davis to keep the Board updated. Mrs. Taliaferro asked if the screens should be changed yearly. Mr. Davis said there's no rule unless there's a problem.

Q&A

Mrs. Roy stated the prices she found on amazon for the screen units. She suggested a filter for the faucet. Mr. Davis stated some potential options for the future. Mr. Manning said the filters do help. Mrs. Roy asked if there was a flushing system. Mr. Davis said you could open the faucets and run them manually. Mr. Davis spoke with Water Commissioner Paul Morrill who was surprised at the results not knowing of the change in ppb. He said to feel free to contact him with any questions. Mrs. Taliaferro asked about previous testing. Mrs. Kebler said she had no logs of previous testing. She will check on that.

CORRESPONDENCE

None

ADJOURNMENT

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to adjourn the meeting at 5:30.
(Vote 5-0)**

Respectfully submitted for approval at the next School Board meeting,

Priscilla Colbath
School Board Secretary

Wakefield School Board Public Minutes

Board Work Session



July 11, 2023
Held in SAU 101 Conference Room
Draft

BOARD MEMBERS		ADMINISTRATORS	
Mary Collins, Chair	✓	Anne Kebler, Superintendent	✓
Bob Ouellette, Vice Chair		Shari Colby, Business Administrator	✓
Robert DeColfmacker	✓	Lisa Dubois, Special Ed Director	
Sandra Taliaferro	✓	Kristen White, Principal	
Brennan Peaslee	✓	Ivy Levitt-Carlson, Asst. Principal	

The meeting was called to order by Mrs. Collins at 5:00.

Mrs. Kebler said the next meeting will include Public Hearings for paving and for the bathroom renovation project. Because of the posting time the meeting will be changed from July 18th to July 25th. Facilities will meet at 5:15. The Public Hearing will begin at 6:00.

Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to change the July meeting from July 18th to July 25th. (Vote 4-0)

They all discussed the opening cookout. Many suggestions were offered. The decision will be made at a later date.

Mrs. Kebler said they are going with Alma software instead of Infinite Campus or Power School. In two years, all schools will be mandated to use Alma,

A packet of job descriptions was handed out to all. The Board wanted clear job descriptions for every position.

1. Business Administrator's Job Description

The Board decided to add: Must attend budget meetings and other meetings as assigned. Also, all job descriptions will have under qualifications: Computer and phone skills required.

Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to approve the Business Administrator's job description with amendments. (Vote 3-0-1)

2. Student Services Director Job Description

Must attend meetings as assigned. Also, all job descriptions will have under qualifications: Computer and phone skills required. Remove: Prepares all district Grants which include but not limited to special education and other students services. Add: prepare IDEA grants. Remove: Prepares Special Education Budget and monitors approves payments of special education and

Grant invoices. Add in bold: Arranges and monitors all transportation services **with Transportation Department Head.**

The Board tabled this job description.

3. Principal Job description

Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to approve the principal's job description with amendments. (Vote 3-0-1)

4. Assistant Principal

Under essential duties and responsibilities: Manages the safety, security and operation of the school ~~plant~~ campus.

5. Director of Technology

Tabled. Change format to match the other job descriptions.

6. Transportation Manager

Tabled. Combine the two job descriptions. Add: RFP's, Budget, Driver files, up to date on laws.

Mr. Ouellette said he feels there must be an up to date job description for everyone that is hired. Mrs. Kebler and Mrs. Colby will work on job descriptions and will let the Board know when they are ready and a workshop can be scheduled. The Board discussed options and suggestions for job descriptions. They also discussed using timecards and key fobs using ADS an integrated system.

CHAPTER Ed 300 ADMINISTRATION OF MINIMUM STANDARDS IN PUBLIC SCHOOLS

The Code of Administrative Rules will be referenced in the following job descriptions:

Superintendent, Principal, Assistant Principal.

Mr. Ouellette made a motion, seconded by Mrs. Collins, to adjourn the meeting at 7:45. (Vote 4-0)

Respectfully submitted for approval at the next School Board meeting,

Priscilla Colbath
School Board Secretary



Ashia Roy <ashia.roy@sau101.org>

Fwd: Wakefield FSMC SY 23/24

1 message

Shari Colby <shari.colby@sau101.org>

Mon, Jul 10, 2023 at 2:34 PM

To: Ashia Roy <ashia.roy@sau101.org>

Hi Ashia,

I am forwarding along the signed contract for food services. The motion should be as follows:

Approve the FreshPicks contract for SY23-24 and to authorize the Business Administrator to sign the contract on behalf of the district.

Do you need anything else from me for the packet?

Thanks,
Shari

----- Forwarded message -----

From: **Linda Bedell** <lbedell@cafeservices.com>

Date: Mon, Jul 10, 2023 at 12:29 PM

Subject: Wakefield FSMC SY 23/24

To: shari.colby@sau101.org <shari.colby@sau101.org>

Cc: Christopher Faro <cfaro@freshpickscfe.com>, Bill VanZandt <bvanzandt@freshpickscfe.com>

Hi Shari,

Attached is the signed contract.

Thank you!

Linda

Linda Bedell

Administrative Assistant

Café Services, Inc.

P: 603-437-0200 x124

lbedell@cafeservices.com

www.cafeservices.com



This message and any attachments may be privileged, confidential or proprietary and should be managed accordingly. If you are not the intended recipient of this email or believe that you have received this correspondence in error, please immediately notify me by reply email or Café Services, Inc., 603-437-0200 and permanently delete this communication.

--

Shari Colby
Business Administrator
SAU 101 - Wakefield SD
76 Taylor Way
Sanbornville, NH 03872
(603) 871-8502
Email: shari.colby@sau101.org

 **SAU 101 Wakefield FSMC 23-24 signed.pdf**
992K

SCHOOL FOOD SERVICE AGREEMENT

Date: July 10, 2023

Client: Wakefield School District

Contractor: Fresh Picks Café LLC

School Sites: Paul School

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

ARTICLE I INTRODUCTION

- 1.1 Date of and Parties to the Agreement. This agreement, dated July 10, 2023, is between Wakefield School District, hereafter called the School Food Authority (SFA), and Fresh Picks Café LLC (the FSMC).
- 1.2 Purpose of Agreement. This agreement sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
- 1.3 Duration of Contract. The initial term of this agreement commences on 7/10/2023 and continues until 6/30/2024 unless terminated by either Party as hereinafter provided. The Original Contract July 1, 2023. The agreement is subject to four (4) additional one-year renewals upon the consent of both parties. **7 CFR 210.16 (d)**

ARTICLE II RELATIONSHIP OF THE PARTIES

- 2.1 Independent Contractor. The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
 - A. The Food Service Management Company shall maintain such records as the school food authority will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), United States Department of Agriculture (USDA) and the State Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. **[Recordkeeping, as referenced in 7 CFR § 210.23(c), 7 CFR § 210.16(c)(1), 2 CFR 200 and 2 CFR § 200.333(a) Formerly in 7 CFR § 3016.42, 3019.53)]**
 - B. The FSMC shall to the maximum extent possible, utilize USDA donated foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. [as referenced and in accordance with **7 CFR § 210.16(a)(6)**]
 - C. The FSMC shall have **State and/or Local Health Certification** for any facility outside the school in which it proposes to prepare meals and the Food Service Management Company shall maintain this **Health Certification** for the duration of the contract. The FSMC must meet all applicable **State and Local Health Regulations** in preparing and serving meals at the SFA facility, 7 CFR 210.16(a)(7).

- D. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this agreement. The FSMC agrees that it will perform the work described in this agreement in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- E. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this agreement.
- F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of this agreement.
- G. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.
- H. The FSMC shall provide their written Code of Conduct to the SFA. **2 CFR § 200.318(c), formerly in 7 CFR § 3016.36(b)(3) or 7 CFR § 3019.42**, as applicable.
- I. The FSMC shall provide their written Procurement Procedures to the SFA.
- J. The FSMC shall provide the information and supporting documentation needed for the SFA to complete the Non-Program Food Revenue tool.

2.3 SFA - Responsibilities.

The SFA shall:

- A. Ensure that the food service operation is in conformance with the school food authority's agreement under the Program [as referenced in **7 CFR § 210.16(a)(2)**]
- B. Monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations [as referenced in **7 CFR § 210.16(a)(3)**]
- C. Retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals [as referenced in **7 CFR § 210.16(a)(4)**]
- D. Retain signature authority on the State agency-School Food Authority agreement, free and reduced price policy statement and Claims for Reimbursement [as referenced in **7 CFR § 210.16(a)(5)**]
- E. Retain title to all USDA donated foods; and ensure that all USDA donated foods made available to the FSMC, including processed USDA donated foods, accrue only to the

benefit of the School Food Authority's nonprofit school food service and are fully utilized therein. All refunds and rebates received from processors regarding USDA foods must be retained by the SFA [as referenced in 7 CFR § 250.51(a) and (b), 7 CFR § 210.16(a)(6); 7 CFR § 250.50(a)]

- F. Maintain all applicable Health Certification and assure that all State and Local Regulations are being met by the Food Service Management Company preparing or serving meals at a School Food Authority facility [as referenced in 7 CFR 210.16 (c)(2), 7 CFR 210.16(a)(7)]
- G. Establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning [as referenced in 7 CFR § 210.16(a)(8)]
- H. Make reasonable regulations with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given;
- I. Retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation and retain control for establishment of all prices, including price adjustments, for meals served under the nonprofit school food service account, e.g., pricing for reimbursable meals, a la carte service including vending machines, and adult meals; [as referenced in 7 CFR § 210.16(a)(4)]
- J. Retain signature authority and be responsible for all contractual agreements entered into in connection with the school nutrition program. [as referenced in 7 CFR § 210.21];
- K. Ensure resolution of program review and audit findings. [as referenced in 7 CFR § 210.9(b)(17)].

The FSMC shall adhere to the 21-day cycle menu that was provided in the RFP or in the FSMC's proposal. [as referenced in 7 CFR § 210.16 (b)(1)] ****If operating SFSP (Summer Food Service Program) or NSLP SSO (National School Lunch Program Seamless Summer Option) Calendar months must reflect summer feeding operating dates and ONLY If Applicable Attached Calendar Appendix A**

- L. Provide detailed specifications for each food component or menu item specified in 7 CFR Part 210, and include these specifications in the IFB or RFP. [as referenced in 7 CFR § 210.16(c)(3)]
- M. Maintain applicable Health Certification and be assured that the FSMC is meeting all State and Local Regulations in preparing or serving meals at any location other than the facilities. [as referenced in 7 CFR 210.16 (c)(2), 7 CFR 210.16(a)(7)]
- N. Develop, distribute, and collect the parent letter and application for free and reduced price meals. [as referenced in 7 CFR § 245.6]
- O. Determine eligibility and verify applications for free and reduced price meals benefits and will conduct any hearings related to such determinations. [as referenced in 7 CFR § 245.6, 6a, 7, 10]

- P. Assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. [as referenced in **7 CFR § 210.9(b)(15)**].
- Q. Maintain responsibility for securing processing agreements, private storage facilities, or any other aspect of financial management relating to commodities. [as referenced in **7 CFR § 250.15**]
- R. Allowable costs. The SFA shall ensure that allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other applicable credits accruing to or received by the FSMC or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority; the FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and program regulations [as referenced in **7 CFR § 201.21(f)(1)(i)**, **7 CFR parts 210, 215, 220, 245 and 250**, **2 CFR 200** and FFVP, as applicable] Departmental and Program Regulations and Office of Management and Budget Cost Circulars (A-87 cost Principles for State, Local Governments and Indian Tribal Governments, or A-122 Cost Principles for Non-profit Organizations, as applicable).

The FSMC must 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.

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

The SFA shall ensure that the FSMC will identify the **method** by which it will report discounts, rebates and other credits allocable to the contract that are not reported prior to conclusion of the contract. All discounts, rebates and other credits will be included with monthly statements and supporting documentation before the conclusion of the contract.

The SFA shall ensure that the FSMC will maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation, including contracts between the FSMC and their vendors, upon request to the SFA, the State agency, or the United States Department of Agriculture. The SFA shall ensure that the FSMC returns the value of all discounts, rebates and other applicable credits allocable to the contract to the SFA.

- T. The SFA must maintain a nonprofit school food service account 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 **7 CFR § 210.11** [as referenced in **7 CFR § 210.9(b)(1)**]
- U. Maintain responsibility for the implementation of free and reduced price policy in accordance with the **7 CFR § 210.16(a)(5)** and **7 CFR 245**.

ARTICLE III
FOOD SERVICE PROGRAM

- 3.1 Location. The FSMC shall prepare and serve meals for the schools listed in Addendum A. The SFA and the FSMC may agree to add other locations.
- 3.2 **Calendar.** All meals will be provided in accordance with the approved calendar, **attached as Appendix A**. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. [as referenced in 7 CFR § 210.16 (b)(1)]. ****If operating SFSP (Summer Food Service Program) or NSLP SSO (National School Lunch Program Seamless Summer Option) Calendar months must reflect summer feeding operating dates and If Applicable Attached Calendar Appendix A**
- 3.3 Meal Program. The FSMC shall provide nutritious, high-quality **(check only available options):**
- | | |
|---|--|
| <input checked="" type="checkbox"/> Breakfasts (SBP) | <input checked="" type="checkbox"/> Lunches (NSLP) |
| <input checked="" type="checkbox"/> Snacks (At-Risk Afterschool Snack - NSLP) | <input type="checkbox"/> Milk Service Only (SMP) Special Milk Program |
| <input checked="" type="checkbox"/> A La Carte Food (Smart Snacks) | <input checked="" type="checkbox"/> Vending (Smart Snacks) |
| <input type="checkbox"/> **Breakfast/Lunch (SFSP: Summer Food Service Program / <input type="checkbox"/> NSLP SSO: Seamless Summer Option) | <input type="checkbox"/> Fruit/Vegetables (FFVP) |
| <input type="checkbox"/> Supper (At-Risk Afterschool Program CACFP) | <input checked="" type="checkbox"/> Fresh Fruit and Vegetables Program |
| <input type="checkbox"/> Vended Meals | <input type="checkbox"/> After School Snack Program (ASSP) |

in accordance with the following terms:

- A. In order to offer A La Carte (Smart Snacks) food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children. [as referenced in 7 CFR § 210.16(a)]
- B. All reimbursable lunches, breakfasts and snacks shall meet the qualifications for USDA reimbursement as referenced in 7 CFR § 210.10, 220.8, 225.16, and 226.20, et seq. **(Delete reference(s) to programs you do not offer.)**
- C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible

students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. [as referenced in **7 CFR § 210.16 (a)(5)**]

- D. The FSMC shall collect gross sale receipts, on behalf of the SFA, for meals, a la carte items, and vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.
- E. The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products for use in meals served in the NSLP in compliance with the Buy American Provision [as referenced in **7 CFR § 210.21(d)(2)(i)**, **7 CFR 250(d)** and **7 CFR Part 250**]. **[Definition of domestic commodity or product:** (i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.]
- F. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal. **7 CFR § 225.6(h)(2)(ii)**

- 3.4 Nutrition Awareness Programs. In cooperation with the SFA, the FSMC shall conduct ongoing nutrition awareness programs for students, teachers, parents, and other interested parties and participate as a member of the School Wellness Committee.
- 3.5 Special Diets. The FSMC shall, in accordance with SFA policy, supply special diets for students where medically necessary and when prescribed by a licensed physician.
- 3.6 Advisory Board. The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service programs.
- 3.7 Catering. Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services. The FSMC shall submit catering invoices by the end of the current month. Costs of catered functions shall not be supported by the nonprofit foodservice account funds. The FSMC shall provide the SFA with copies of invoices and an invoice control log within ten (10) days after the end of each month. The FSMC shall provide a method which delineates the cost allocation for special functions conducted outside the nonprofit school food service. The method should demonstrate that labor costs are not being double billed for program meals and special function meals.
- 3.8 Environmental Protection Agency Compliance. In performance of this agreement, the FSMC shall comply with Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and EPA Regulations 40 CFR Part 15, et seq. Environmental violations shall be reported to the United States Department of Agriculture and US EPA Assistant Administrator for Enforcement, and the FSMC agrees not to utilize a facility listed on the EPA's "List of Violating Facilities." [as referenced in **2 CFR 200**, **42 U.S.C. 7401-7671 q.** and **33 U.S.C. 1251-1387, Appendix II of 2 CFR 200(G)**].
- 3.9 Energy Policy and Conservation Act Compliance. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the Energy Policy and Conservation Act. [as referenced in **2 CFR 200**].

- 3.10 Contract Work Hours and Safety Standards Act Compliance (**40 U.S.C. 3701-3708**). In performance of this agreement, and as employer for all management food service employees, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. **Appendix II of 2 CFR 200(E)**.
- 3.11 Debarment Certification. The FSMC shall complete and submit to the SFA the federal Certification Regarding Debarment. The certification must also accompany the four (4) additional one-year renewals. [as referenced in **2 CFR 200, 2 CFR § 200.213 and 2 CFR § 180.300 (see also Appendix II to 200, Section H) as adopted and modified by USDA regulations at 2 CFR 417**].
- 3.12 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [as referenced in **31 U.S.C. 1352, Appendix II of 2 CFR 200(I) See Appendix B to 3018-Disclosure Form to Report Lobbying, Appendix II to 2 CFR 200(I) and 3018.110**].
- 3.13 Donated Foods (Additional language required as a result of the Final Rule effective November 6, 2008, as referenced in 7 CFR 250 Management of Donated Foods in Child Nutrition Programs, The Nutrition Services Incentive Program, and Charitable Institutions.)
- A. The FSMC will provide the following services in relation to commodity foods
 - 1. Preparing and serving meals
 - 2. Ordering or selection of donated foods, in coordination with the SFA and as referenced in **7 CFR § 250.52**
 - 3. Storage and inventory management of donated foods as referenced in **7 CFR § 250.52**
 - 4. Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA, as referenced in subpart **C of 7 CFR 250**
 - B. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meals service in a school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the donated food value in processed end products on to the SFA, in accordance with the contingencies in **7 CFR 250.51(a)**.
 - C. The FSMC shall credit for donated foods by disclosure, i.e., the FSMC shall credit the SFA for the value of donated foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of donated foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMA shall use the USDA's [November 15th] list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the SFA on its invoices. **7 CFR §250.51(c)**
 - D. All donated foods (this includes but is not limited to ground beef, ground pork, and all processed end products) shall be used in SFA's food service operations.

- E. The FSMC must meet the general requirements as referenced in **7 CFR § 250.14(b)** for the storage and inventory management of donated foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for donated foods.
- F. Upon the termination of this Agreement, the FSMC must return all unused donated foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.
- G. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's meal service in the school year, in accordance with **7 CFR § 205.51 (a) and (b)**. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- H. The FSMC must ensure compliance with the requirements as referenced in subpart **C of 7 CFR part 250** and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- I. The FSMC will not enter into the processing agreement with the processor as referenced in subpart **C of 7 CFR 250**.
- J. The distributing agency, sub-distributing agency, SA or SFA, the Comptroller General or the US Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
- K. The FSMC will maintain records to document its compliance with requirements relating to donated foods [in accordance with and referenced in **7 CFR § 250.54(b)**].
- L. Any extension or renewal of the Agreement is contingent upon fulfillment of all provisions in this Agreement relating to donated foods.
- M. The FSMC must maintain the following records relating to the use of donated foods:
 - 1. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
 - 2. Documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements as referenced in **7 CFR § 250.51(a)**, the value of donated foods contained in processed end products; and
 - 3. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.

- N. The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as referenced in **7 CFR parts 210, 225, 226, or 250**, as applicable.
- O. The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements as referenced in **7 CFR 250.51(a)**, the value of donated foods contained in processed end products.
- P. The FSMC will assure that USDA donated foods are not used for special functions conducted outside the nonprofit school food service.
- Q. The FSMC will use all other donated foods or will use commercially purchased foods of the same generic identify, of U.S. Origin, and of equal or better quality than the donated foods, in the SFA's food service.
- R. The FSMC shall assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart **C of 7 CFR Part 250** and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
- S. Any Activities relating to donated foods that the Food Service Management Company will be responsible for, in accordance with **7 CFR § 250.50(d)** and assurance that such activities will be performed in accordance with the applicable requirements in **7 CFR 250**.

ARTICLE IV MANAGEMENT AND PERSONNEL

- 4.1 FSMC Management and Professional Employees. The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein.
- 4.2 Non-Management Employees. All non-management food service employees shall be employees of the FSMC. The FSMC managers shall direct and supervise food service employees.
- 4.3 Payroll and Taxes. The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.
- 4.4 Workers' Compensation Insurance. The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.

- 4.5 Nondiscrimination. The SFA and the FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). [as referenced in **2 CFR 200**]
- 4.6 Fingerprinting Requirements. The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.
- 4.7 The FSMC will assure conformance with all civil rights requirements that are applicable to the SFA. (**FNS Instruction 113 Section X and Child Nutrition Programs**)
- 4.8 The FSMC shall ensure that all food service employees are in compliance with USDA Professional Standards
- 4.10 The SFA shall verify that all FSMC food service employees are in compliance with USDA Professional Standards.
- 4.11 The SFA shall ensure that all SFA food service employees are in compliance with USDA Professional Standards.
- 4.12 SFA agrees not to hire or contract for any position or service any present or past salaried culinary or supervisory management employee furnished by FSMC, nor permit said employee to be employed on the SFA's premises (unless said employee was formerly an employee of the SFA), without the express written permission of the FSMC ("non-solicitation"). In the event of any breach of such non-solicitation, FSMC shall be entitled to monetary compensation equal to one year's salary, taxes, and fringe benefit costs of said FSMC'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).

ARTICLE V INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

- 5.1 Inventories of Food and Supplies. The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this Agreement. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by FSMC on behalf of the SFA in performance of this agreement shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.
- 5.2 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the Agreement year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.
- 5.3 Office Facilities. The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this agreement. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this agreement, ordinary wear and tear excepted.

- 5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities.
- A. The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items. The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area.
- B. The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from the designated refuse collection area.
- C. If the SFA is unable to perform any of its responsibilities described in subparagraph B above, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.
- 5.5 Maintenance. The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies required to properly maintain the food service facilities and equipment.
- 5.6 Condition of Facilities and Equipment. The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this agreement shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.
- 5.7 Nonconforming Facilities and Equipment. Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or owned equipment which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.

ARTICLE VI FINANCIAL AND PAYMENT TERMS

- 6.1 Billing for Reimbursements, Administrative Fee, and Management Fee. The contractor must 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.

The FSMC shall submit supporting documents and invoice to the SFA monthly for the following direct, actual costs, administrative fee and management fee:

- A. The actual and direct costs for the wages, taxes, and benefits of the food service director and other management employees on the FSMC's payroll.
- B. Direct operating costs paid by the FSMC arising from performance of this agreement. Direct operating costs are defined as:
 - Food and supply purchases by the FSMC necessary to perform this agreement
 - Food service program travel and mileage costs incurred
 - Advertising and promotions within the SFA
 - The FSMC's insurance necessary for performance of this agreement [delete if not included as part of the bidding/proposal process]
 - Service business and occupation tax
 - Employee training and development costs
 - Laundry, linen, and uniforms
 - Licenses and permits for performance of this agreement
 - Commodity delivery charges and storage rental
- C. The FSMC's Administrative and Management Fee of \$1,500.00 per month for ten (10) months. The following functions are the FSMC's responsibility and will be included in such fees:
 - Corporate supervision
 - Financial reporting and analysis
 - Field auditing
 - Marketing Assistance
 - Purchasing administration
- E. The FSMC's Administrative and/or Management Fee will be reduced to cover any loss in the food service account. If the loss exceeds the amount paid for the Administrative and/or Management fee, then the FSMC shall reimburse the food service account, making it whole.
- F. Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:
 - Reports filed to the State
 - Corporate income tax

6.2 Invoice Due Date. Invoices submitted to the SFA by the FSMC will be paid with twenty (20) days after the month's closing. If invoices are received in the SFA's Accounting Department by the cut-off date, and they pass audit, payment will be made on the release date listed. The FSMC will be notified immediately of any invoice that does not pass audit. The SFA shall pay all amounts when due, but if the SFA does not make a payment when due, no interest shall be charged by the FSMC on that past due receivable, as referenced in 7 CFR § 210.16(c).

6.3 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 2023-2024 school year will reflect a subsidy of -\$28,149.00 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. If

the actual bottom line is less than this amount, the Contractor will reduce its fee by the difference between the actual and the guaranteed amount, but in no event shall the reimbursement obligation exceed Management Fee and Administrative Fee. 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 and SBP 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.

- 6.4 Operating Statements. The FSMC shall submit monthly operating statements to the SFA by the twentieth (20th) of the next month. This statement shall reflect all activity for the previous calendar month.
- 6.5 Renegotiation of Financial Terms. The renegotiation of price terms under this agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. If those conditions create a significant and material change in the financial assumptions upon which the price terms of this agreement are based, then those price terms so affected may be renegotiated by the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the

agreement. All material changes must be approved by the State Agency prior to this implementation (2CFR § 200.324(b)(5)).

- 6.6 FSMC Investment. The FSMC shall amortize any Investment on a straight-line basis over five (5) years, commencing with the date the Investment is placed in service. Such amortization shall be charged as an Operating Expense. Title to the Investment shall be vested with the SFA when it is placed in service.

If the Agreement expires or is terminated prior to the complete amortization of the Investment, the SFA shall on the expiration date, or within sixty (60) days after receipt by either party of any notice of termination or non-renewal of this Agreement either: (i) retain the Investment and continue to make payments to the FSMC in accordance with the agreed upon monthly amortization schedule; or (ii) return the Investment to the FSMC in full release of the unamortized portion of the Investment.

- 6.7 Availability of Funds. Every payment obligation of the SFA under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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

The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and program regulations [as referenced in **7 CFR § 210.21(f)(1)(i)**, **7 CFR parts 210, 215, 220, 245 and 250**, **2 CFR 200** and FFVP guidance, as applicable] and Office of Management and Budget Cost Circulars (A-87 cost Principles for State, Local Governments and Indian Tribal Governments, or A-122 Cost Principles for Non-profit Organizations, as applicable);

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

The FSMC must identify the method by which it will report discounts, rebates and other credits allocable to the contract that are not reported prior to conclusion of the contract.

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

- 6.10 FSMC records pertaining to the SFA shall be maintained at the SFA while the contract is

in effect and for the required retention period at the Food Service Director's office and or the SFA's administrative office, as applicable, while the contract is in effect and for the required retention period.

6.11 The FSMC shall provide all information and documentation needed by the Client to complete the Non-Program Food Revenue Tool (NPFR).

6.12 The FSMC responsibility for Paid Lunch Equity (PLE) calculation.

ARTICLE VII GENERAL TERMS AND CONDITIONS

7.1 Compliance With Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations and shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts. The FSMC shall adhere to all contract provisions references in 2CFR 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 319, as applicable. **The FSMC shall conduct program operations as referenced in 7 CFR Parts 210 (National School Lunch Program), 215 (Special Milk Program), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program), 245 and 250, and FCS instructions and policy.**

7.2 National School Lunch Program. In order to assist the SFA's participation in the National School Lunch Program:

- A. Any federally donated commodities received by the SFA and made available to the FSMC shall be used only for the benefit of the SFA's food service operation. Any commodity processing contracts shall be established by the SFA. All goods, services, and monies received as a result of rebate under a processing contract must be used in the SFA's nonprofit food service, as referenced in **7 CFR § 210.16 (a)(6)**. The FSMC shall maintain a perpetual inventory record of donated commodities.
- B. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet detailed specifications developed by the SFA, or do not otherwise meet the requirements of this agreement. No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within **24 hours** of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction **[as referenced in 7 CFR 210, 7 CFR § 210.16(c)(3)]**.
- C. The FSMC shall report the claim information to the SFA **promptly at the end of each month or more frequently as specified by the SFA**. [as referenced in **7 CFR § 210.16(c)(1)**].

7.3 Comprehensive Insurance. The FSMC shall obtain and keep in force during this agreement, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than \$1,000,000 dollars (\$1,000,000). That insurance shall include, but not be limited to,

Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this agreement, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under 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.

7.4 Indemnity. Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.

7.5 Trade Secrets. The FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this agreement. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this agreement. Notwithstanding, the Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copy right in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. [as referenced in 2 CFR 200].

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

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

Notices to the SFA:
Wakefield School District
76 Taylor Way
Sanbornville, NH 03872

Notices to the FSMC:
Fresh Picks Café LLC
749 E. Industrial Park Drive
Manchester, NH 03109

Other persons or places may also be designated, in writing, by either of the parties, during the term of this agreement. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.


- 7.9 Catastrophe. With the exception of payment obligations for prior performance under this agreement, neither party shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, or other like causes beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [as referenced in **2 CFR 200**].
- 7.10 Termination for Cause. Either party may cancel the contract for termination for cause by giving sixty (60) days notice in writing to the other party of its intention to do so. [as referenced in **7 CFR § 210.16 (d), Appendix II of 2 CFR 200 (B).**]
- 7.11 Cure Period. If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 7.10 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this agreement. [as referenced in **2 CFR 200**].
- 7.12 Termination Without Cause. Either party may terminate the Agreement without cause. The party terminating the Agreement without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the Agreement without cause.
- 7.13 Rights Beyond Termination. The right of termination referred to in this agreement is not intended to be exclusive and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$100.00 penalty; (iii) for a third violation, a \$500.00 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [as referenced in **2 CFR 200, Appendix of 2CFR 200(A)**].
- 7.14 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes

all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.

- 7.15 Amendments to the Agreement. The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the agreement. The parties must mutually agree, in a written document signed by both parties and attached to this agreement, to amend, add, or delete an Article or Appendix. Any amendment to this agreement must notify and submit to the State Agency for Approval.
- 7.16 Notification of Termination: The New Hampshire State Education Department Office of Nutrition Program Services shall be notified immediately of termination action and reason for termination.
- 7.17 Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- 7.18 If the FSMC makes the purchases in a cost-reimbursable contract, the prices charged the SFA will be reasonable, necessary and allocable. **(2 CFR § 200.400 series formerly in 2 CFR § 225)**
- 7.19 The FSMC accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability.
- 7.20 The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods.

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

SO AGREED:



Signature of Food Service Management Company
Authorized Representative
TITLE President and CEO
DATE 7/10/23

Signature of School Food Authority's
Authorized Representative
PRINT NAME: Shari Colby
TITLE: Business Administrator
DATE: Click or tap to enter a date.

Reviewed by State Agency:

Signature
PRINT NAME:
TITLE:
DATE:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

The program applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program

operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency

DISCLOSURE OF LOBBYING ACTIVITIES

Addendum D

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: _____ Print Name: Chris Faro Title: Vice President Telephone: 603-437-0200 Date: 2/20/23	

Federal Use Only:
SF-LLL

Authorized for Local Reproduction Standard Form - LLL

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
SF-LLL-A**

Reporting entity: _____ Page _____
_____ of _____

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 and 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 subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st 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 of 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 agreements, 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 prime 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.

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 employee 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 Cafe, LLC

749 E. Industrial Drive

Manchester, NH 03109

Printed Name/Title of Submitting Official

Chris Faro



Signature of Submitting Official

Vice President

Title

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;
- 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 Cafe, LLC

Organization Name

PR/ Award Number or Project Name

Chris Faro, Vice President

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

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


ENERGY POLICY AND CONSERVATION ACT
CONTRACT ADDENDUM

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

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

For Fresh Picks Cafe, LLC

For the School Board



Signature

Signature

Vice President

Title

Title

2/20/23

Date

Date

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 Cafe, 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 otherwise 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 persons 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:


 Signature of Food Service Management
 Company's Authorized Representative

Vice President
 Title

2/28/23
 Date

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

 Signature of School Food Authority's
 Authorized Representative

 Title

 Date

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

Non - Collusive Statement
Food Service Program
Public Schools

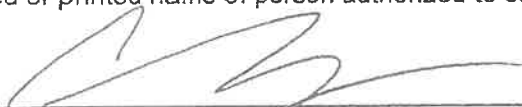
By submission of this proposal, the FSMC certifies that:

- 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 signator of this proposal on behalf of the corporate proposer.

Typed or printed name of signator

Chris Faro

Typed or printed name of person authorized to submit this proposal



Vice President

Signature of person authorized to submit this proposal

Title

2/20/23

Date

Resolve that Chris Faro be authorized to sign and
(name)

submit the proposal of this corporation Fresh Picks Cafe, LLC for the Food Service
(name)

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

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 anyone 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.

Fresh Picks Cafe, LLC

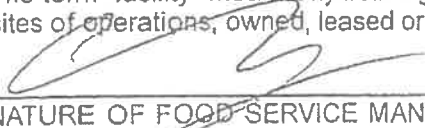
Wakefield School District

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 thereunder 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 air 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.


SIGNATURE OF FOOD SERVICE MANAGEMENT
COMPANY'S AUTHORIZED REPRESENTATIVE

Vice President

TITLE

DATE

2/20/23

SIGNATURE OF SCHOOL FOOD AUTHORITY'S
AUTHORIZED REPRESENTATIVE

TITLE

DATE

Fresh Picks Café, LLC

Wakefield School District

2023/2024 Proposed Price List

	"Type A" Lunch			"Type A" Breakfast		
	Full Price	Reduced	Adult	Full Price	Reduced	Adult
Elementary School	\$ 3.55	\$ 0.40	\$ 4.55	\$ 2.30	\$ -	\$ 3.30

**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 2023/ 2024 Food Service Agreement as follows:

Projected annual costs of \$245,792.00

Monthly reimbursement payments to Fresh Picks Café, LLC at 1/10th of total costs or \$24,579.20 per month payable on or before the first of each month September 2023 through June 2024. 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

By: _____

Its: Business Administrator

Date: _____

Fresh Picks Café, LLC

By:  _____

Its: President & CEO

Date: 7/10/23

Wakefield School District

Food Service Base Bid 23/24

Projected Income

Student Breakfast	22744
Adult Sales	2254
Student Lunch	82171
A la carte	5027
Special Functions/Vending	1500
Vended Meals	0
FFVP	20000
Fed and State	
Reimbursements	114793
Total Income	248489

Projected Costs

Labor Costs	111549
Food Cost	123188
Commodity Value	-23577
Paper Supplies	8697
Cleaning Supplies	2485
Laundry & Uniforms	450
Delivery Vehicle Expense	0
Insurance	3230
Replacements/Smallwares	0
Promotions	500
Postage/Office Supplies	500
Training	350
USDA Delivery	800
Travel Expenses	0
Repairs & Maintenance	350
Depreciation	0
Food Service & Other	
Licenses	350
Software Licenses	1920
Start Up/ Misc	0
Administrative/Service Fee	15000
Total Costs	245792
Net (cost)/ return to District	2697

The updated base bid is for the 2023/2024 school year. Agreement between the Wakefield School District and Fresh Picks Cafe.

Wakefield School District

Fresh Picks Café

By: _____

By:  _____

It's: _____

It's: President _____

Date: _____

Date: 7/10/23 _____

**Wakefield School District
2023 - 2024 School Year Calendar**

	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>		<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>
AUGUST/ SEPTEMBER (19 Days)	TW NS 11 18 25	TW ED* 12 19 26	TW 6 13 20 27	TW 7 14 21 28	NS 8 15 22 29	FEBRUARY (18 Days)	6 12 19 NS	7 13 20 NS	8 14 21 NS	9 15 22 NS	10 16 23
OCTOBER (20 Days)	2 NS 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26 27	TW 13 20 27	MARCH (19 Days)	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29
NOVEMBER (18 Days)	6 13 ER/PC 27	7 14 ER/PC 28	8 15 NS 29	9 16 NS 30	NS 17 NS	APRIL (17 Days)	1 8 15 NS 29	2 9 16 NS 30	3 10 17 NS	4 11 18 NS	5 12 19 NS
DECEMBER (16 Days)	4 11 18 NS	5 12 19 NS	6 13 20 NS	7 14 21 NS	8 15 ER NS	MAY (22 Days)	6 13 20 NS	7 14 21 28	8 15 22 29	9 16 23 30	10 17 24 31
JANUARY (20 Days)	NS 8 NS TW 19	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	JUNE (11 Days)	3 10 ER SD SD	4 11 SD SD	5 12 SD	6 13 SD	7 14 SD

August through January: 93 Days

February through June: 87 Days

TW = Teacher Workshop
NS = No School

ER = Early Release Day - 12:30 PM
SD = Makeup Day for Snow

PC = Parent Conference

***Students First Day of School = Tuesday September 5, 2023**

Student Days Out

August 28-31 Teachers return - TW
September 4 Labor Day
October 9 Columbus Day
November 10 Veterans Day
November 22-24 Thanksgiving Recess
December 25 - January 1 Holiday Break

January 15 Civil Rights Day
February 26 - March 1 Winter Recess
April 22-26 Spring Recess
May 27 Memorial Day

Red indicates when quarter ends

Approved 03/21/2023



DocStar

frevo

aws

RICOH

automate
everything

Ricoh Copier
Proposal

Vinny Dustin
Territory Account Executive
vdustin@piftech.com
603-960-0538

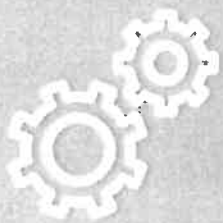
PiF Technologies
1370 Hooksett Road
Hooksett, NH 03106
Office (603) 622-2122

**Revised 07-17-23*

Why PiF? Because we know fleet management.

We provide copier and document solutions built to handle 100 pages a month or 100,000

5,000
devices

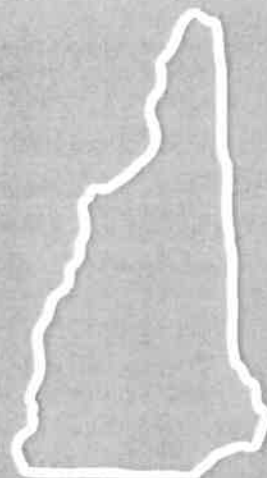


27+ years in
business

2,000+
clients



With local support and service, you can feel confident that you'll have help whenever you need it. Unlike other copier dealers, our technicians and parts depot are based right out of our Hooksett headquarters, meaning you can get back to work faster.



Live free
and
automate.



ATTORNEYS AT LAW



Pest Services
The Pest Control Professionals

Our partners

RICOH

Ricoh empowers digital workplaces by providing digital workplace solutions to more than 1.29 million companies across the globe. They offer office printing and imaging equipment, document workflow solutions, audiovisual collaboration technologies, and more! By offering Ricoh products, we can help your organization go even further.

PaperCut

PaperCut is a print management software that is embedded on printers, copiers and MFPs to monitor and control an organization's print output with simple, easy to use administrative tools that can be accessed anywhere on the network.

aws

AWS is a cloud computing services provider with the largest cloud partner network in the world. They offer 165 services across 22 geographic regions including compute, storage, databases, networking, analytics, machine learning and artificial intelligence (AI), Internet of Things (IoT), security, and application development, deployment, and management.

DocStar

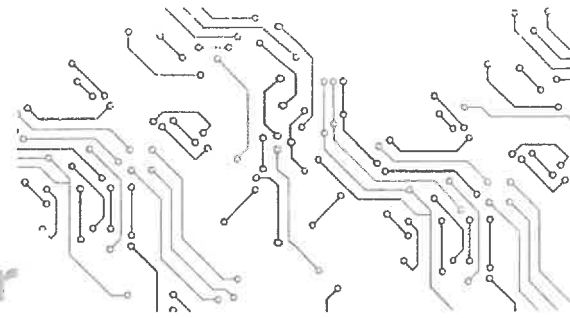
DocStar ECM (enterprise content management) goes beyond document management and record retention, providing document driven workflow automation. It's flexible, scalable, and affordable to meet the needs of small organizations, enterprise environments and everything in between. It can be deployed via the cloud or on-premise using your hardware or ours.

frevvo

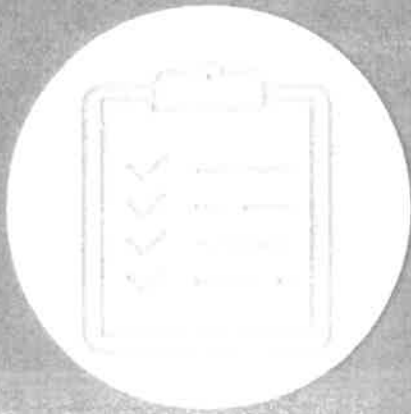
frevvo takes your forms from a time-wasting hassle to an innovative asset for your organization. With Web Forms, easily create custom electronic forms with drag & drop technology – no need for IT, complex coding or expensive 3rd party resources. It ensures faster, more efficient processing across every department.

Ancora

Ancora works to enhance your document management experience through Intelligent Data Capture. It can help you capture AP invoices, sales orders, mortgage documents, medical claims or any type of document with no common structure.

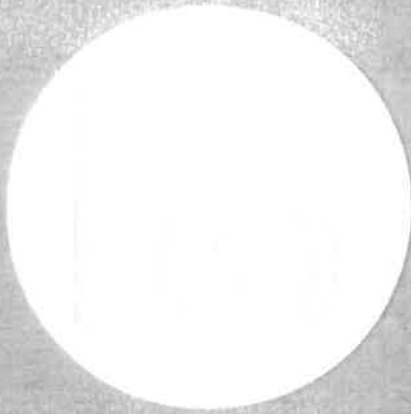


A copier service contract on your terms



Pay-As-You-Go

Pay for "Actuals Only"; no need to pay for copies you don't make. No minimums or overages – pay for what you use, don't overpay for what you don't!



Flat Rate

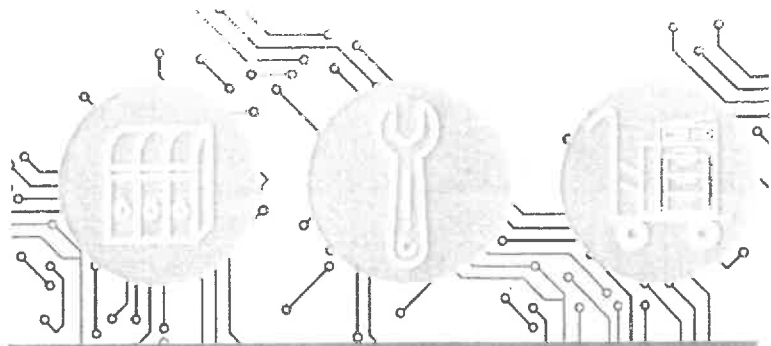
Pay for all copies, toner and service in one flat rate. Get a predictable expense that won't disrupt your budget.



Cost-Per-Click

Want to stick with a familiar program? We can provide that option and beat your current pricing.

What makes us stand out



Toner Management

- We remotely monitor the toner usage for your entire fleet
- Based on a constant review of your toner levels in each machine, upon request, PiF will refill toner for your devices
- Our Service Department will receive notification and re-supply the toner for your devices.

Service

- Your Account will have two dedicated Service Personnel assigned to your account:
 - **Technical Specialist**
 - **Service Technician**
- We combine the strength and formal training of the Ricoh Learning Institute with 25 years of "hands-on" break/fix experience

Mean Time to Repair

We focus on Mean Time to Repair vs. "Response Time", working towards getting your machine back on line vs. "answering the first call". Our support and service process looks like this:

- Open a ticket via Live Chat, Email or by calling 888.934.4443.
- Our Service Technician will remotely dial into the Copier.
- Once we have the diagnosis we will dispatch our technician.






Loaner Program

If one of your devices is down and the machine isn't back in working order within a business day, what do you do?






- PiF will provide you with a Convenience Loaner in the case of an extended period of downtime.
- We'll get a temporary device of similar capacity installed so you don't miss a beat

96

The Other Guys

-  Mandatory minimum service fee PLUS overages at high rates
-  Copier techs not familiar with software and integrated cloud applications
-  Lack the knowledge to deploy solutions in a secure environment to keep your organization protected
-  Leave you without a working device for days while it's being repaired
-  Route you to an out-of-state or overseas call center for questions about your billing or technical support

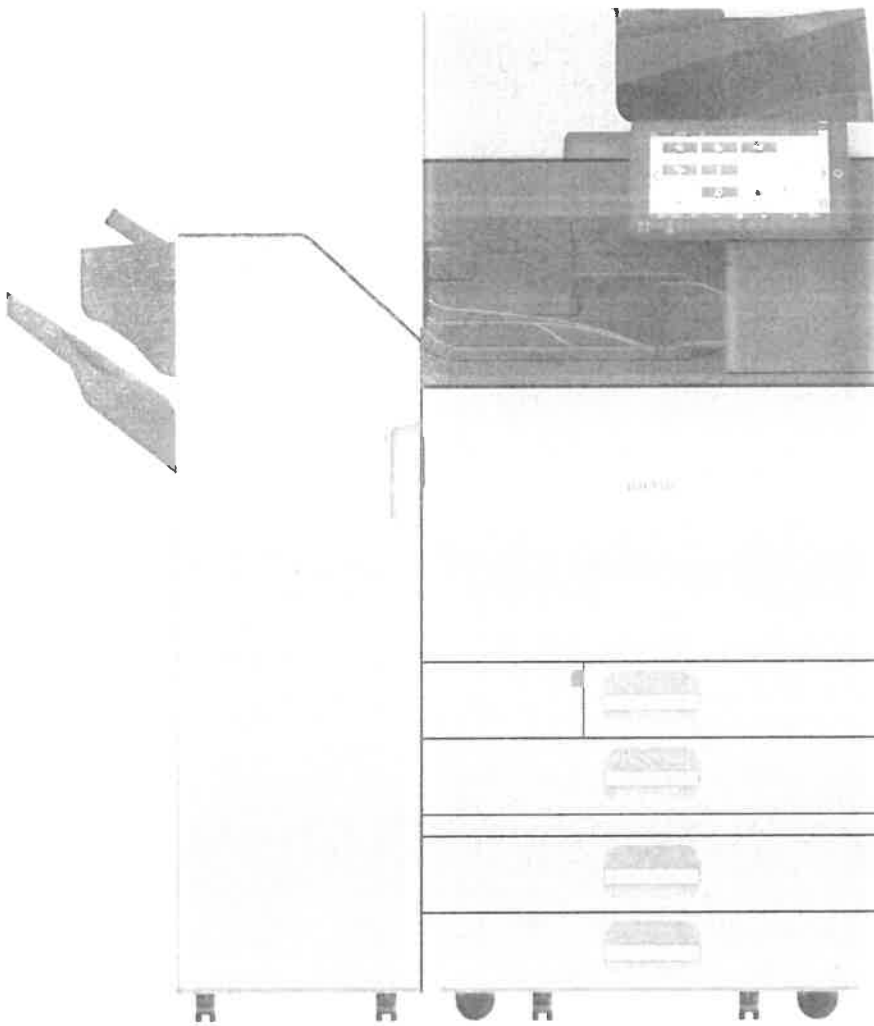
PiF Technologies

-  Flexible Billing: Pay for what you actually use, no minimum service fees, no overages at higher rates
-  Software experts capable of configuring workflows, touch panel integration, and training end users
-  IT and networking experts who can install network connected, secure devices without 3rd party help
-  Manages all support and billing calls in our Hooksett, NH office, with less than a minute wait time to connect with support
-  Provides you with a complimentary loaner device to use while yours is being fixed



RICOH

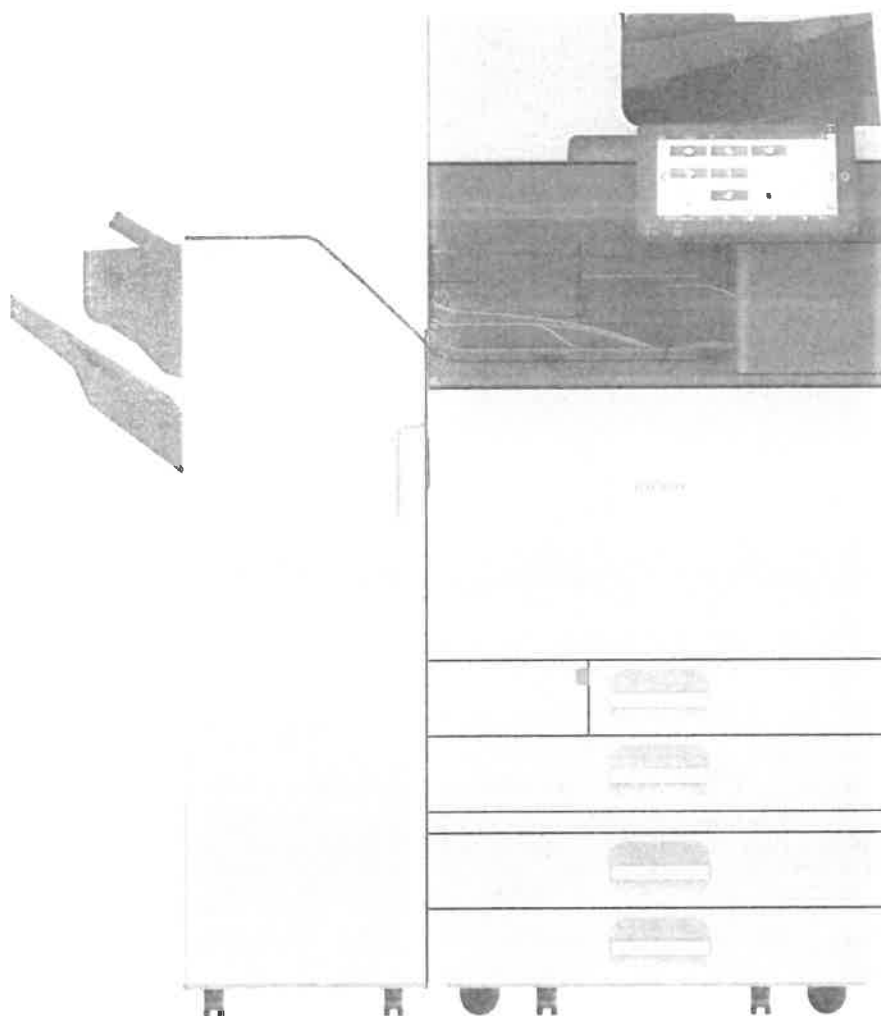
(3) IM C6010



- 60-ppm Full Color
- 10" Smart Operation Panel
- Two 550 sheet paper trays, 1,100 total
- 200 Sheet Single-Pass Document Feeder
- 11x17 Capacity
- HDD Encryption
- Mobile Print Capability



(3) IM C4510



- 45-ppm Full Color
- 10" Smart Operation Panel
- Two 550 sheet paper trays, 1,100 total
- 200 Sheet Single-Pass Document Feeder
- 10K17 Capacity
- HDD Encryption
- Mobile Print Capability

Pricing

- **Ricoh**
 - (3) Ricoh IM C6010 (new)**
- **(3) Ricoh IM C4510 (new)**
- **(6) Card Readers**
- **Transfer of present PaperCut licenses to new Ricoh equipment**
\$995/mo.

- 60 Month FMV Lease

Usage Billing Structure

- Pay as you go/Actual print volume quarterly (Billed Quarterly)
 - Black @ \$0.0055 per click, color @ \$0.040 per click
 - No inflated overage prices & allows for flexibility in volume
 - Unlimited scanning
 - First 6 months of service & supplies included

Service & Support Program - Included

- PiF Help Desk
- Copier Delivery, Set-Up, Configuration, Training
- Automatic toner replenishment
- All Service & Supplies (Preventive maintenance, service calls, & toner)
- All Parts & Labor
- PiF to pick up and return current equipment to leasing company once return authorizations are received

Please see attached link for Fiscal Funding Addendum / Non appropriation form (Page 11)

Authorized Signature: _____

Full name: _____

EIN/ Federal Tax ID #: _____ **Date:** ____/____/____

Please return signed proposal to vdustin@piftech.com

July 14, 2023

Shari Colby
Business Administrator
SAU 101 - Wakefield SD
76 Taylor Way
Sanbornville, NH 03872

Re: Gymnasium Floor

Shari:

This letter is to confirm my visit at your request to The Paul School on July 11, 2023, to evaluate the gymnasium floor. The school has a claim against the installer to replace the floor as the underlayment was installed incorrectly resulting in imperfections in the surfacing. The school would like to continue to use the gym until the floor can be replaced. The floor has multiple areas of depressions as a result of the improper installation. The depressions are not detectable as you walk over them. There have been no reports of injury as a result of the imperfections.

While it is impossible to state that any walking surface is entirely safe, we concluded that the district could continue to use the gym until it can be replaced provided that the conditions do not worsen. The staff will continue to evaluate the floor on a regular basis and discontinue if conditions.

I have attached recommendations for monitoring the condition of the floor. Please establish a plan to address the recommendations listed on the attached pages and keep me apprised of what progress is made by completing the response boxes and returning a copy to my attention no later than September 30, 2023.

If you have any questions regarding the recommendations or have additional risk management needs, please do not hesitate to contact me at (800)698-2364 extension 165 or sburroughs@nhprimex.org.
Thank you for being proactive in your safety efforts.

Sincerely,



Sandy Burroughs
Risk Management Consultant
Primex³
1-800-698-2364 ext. 165



Recommendations

2023-01: Monitor the Condition of the Floor:

Continue to monitor the condition of the floor. As you stated, your staff is on this floor daily and informally inspects it for safety issues. It is recommended that you formalize this process to include regular documented inspections of the floor noting any changes.

Date Completed: _____ or Estimated Date of Completion: _____

Actions Taken (or to be taken): _____

2023-02: Discontinue Use as Warranted:

We are unsure whether the condition of the floor will worsen with time and/or use. If conditions warrant, discontinue use of the gymnasium until the floor can be replaced.

Date Completed: _____ or Estimated Date of Completion: _____

Actions Taken (or to be taken): _____

2023-03: Limit the Use of the Gymnasium:

Since we are unsure if continued use will cause the conditions to worsen, limit the use of the floor as much as is practicable. One example is holding PE classes out of doors as the weather allows.

Date Completed: _____ or Estimated Date of Completion: _____

Actions Taken (or to be taken): _____

2023-04: Replace the Flooring as Soon as Possible:

We discussed that it is likely that the flooring may not be replaced until next Summer due to the ongoing claim with the vendor and the time needed for the install. Plan to install the new flooring as soon as funds become available. Consider scheduling during a school break or plan alternative spaces if the installation takes place during the school year.

Date Completed: _____ or Estimated Date of Completion: _____

Actions Taken (or to be taken): _____

VENDOR 9111 CARL'S FLOORING

09/02/2022

000021573

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
302369	035642691	TEAR OUT AND REPLACE GYM FLOO	8/23/22	46,500.00	0.00	46,500.00
Check 0000021573 - Total All Invoices: \$46,500.00				\$46,500.00	\$0.00	\$46,500.00

WAKEFIELD SCHOOL DISTRICT

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE

WAKEFIELD SCHOOL DISTRICT
76 TAYLOR WAY
WAKEFIELD, NH 03872

TDBANK
FARMINGTON, NH

54-114/114

CHECK DATE 09/02/2022	CHECK # 000021573
--------------------------	----------------------

PAY Forty-six thousand five hundred and xx / 100

AMOUNT
46,500.00

Void after 90 days

TO THE ORDER OF CARL'S FLOORING
PO BOX 1351
NAPLES ME 04055

Carlene Stewart
Carlene Stewart, Treasure

VENDOR 9111 CARL'S FLOORING

09/02/2022

000021573

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
302369	035642691	TEAR OUT AND REPLACE GYM FLOO	8/23/22	46,500.00	0.00	46,500.00
Check 0000021573 - Total All Invoices: \$46,500.00				\$46,500.00	\$0.00	\$46,500.00

WAKEFIELD SCHOOL DISTRICT

103

Carl's & Son Flooring

Carlos Oliveira
PO Box 1351
Napies ME 04055

Phone # 2074159599

carlandsonflooring@gmail.com

Date	Invoice #
8/23/2022	03542691

Bill To
SAU 101 JOE WILLIAMS 76 TAYLOR WAY SANBORNVILLE, NH 03872

RECEIVED

AUG 24 2022

P.O. No.	Terms	Project
302369		

Quantity	Description	Rate	Amount
	TEAR OUT AND REPLACE GYM FLOOR; REMAINING BALANCE DUE + EXPRESS DELIVERY	45,000.00 1,500.00	45,000.00 1,500.00
<p>PO# <u>302369</u></p> <p>G/L# _____</p> <p>Approved By: <u>Anne</u></p> <p>Amount: <u>46500.00</u></p> <p>OK TO PAY J.W. 8.24.22</p>			
Total			\$46,500.00

P.O. # 302369

Change # 1

Date 06/01/2022

Vendor 9111

BILL TO: WAKEFIELD SCHOOL DISTRICT
76 TAYLOR WAY
SANBORNVILLE, NH 03872

Order From:

CARLS FLOORING
PO BOX 1351
NAPLES, ME 04055

CARLS FLOORING Tel: (207) 892-7996

Deliver To:

SAU # 101
76 Taylor Way
Wakefield, NH 03872

SAU # 101 Tel: (603) 871-8502
WAKEFIELD SCHOOL DISTRICT Tel: (603) 871-8502
WAKEFIELD SCHOOL DISTRICT Fax: (603) 871-8608

[illegible]

Authorized Signature: _____

Anne L. Kepler

105

Authorized Signature: _____

Purchase Order	
P.O. #	302369

Date 06/01/2022
Vendor 9111

BILL TO: WAKEFIELD SCHOOL DISTRICT
 76 TAYLOR WAY
 SANBORNVILLE, NH 03872

Order From:

CARLS FLOORING
 PO BOX 1351
 NAPLES, ME 04055

CARLS FLOORING Tel: (207) 892-7996

Deliver To:

SAU # 101
 76 Taylor Way
 Wakefield, NH 03872

SAU # 101 Tel: (603) 871-8502
 WAKEFIELD SCHOOL DISTRICT Tel: (603) 871-8502
 WAKEFIELD SCHOOL DISTRICT Fax: (603) 871-8608

F.O.B.	SHIP VIA	TERMS	CUSTOMER #		ORDERED FOR
Shipping Point		No Terms			Joe Williams
ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	Tear out and replace Gym floor	1.00	E	\$140,000.00	\$140,000.00
					7/1 95,000
					45,000.

Accounting Distributions

Account Number	Account Description	Amount	Freight	To
100-2610-54230-1-00-00000	OP/MAINT CARE OF BLDG & MAIN	140,000.00	0.00	140,000.00
Total Distributions		\$140,000.00	\$0.00	\$140,000.00

Messages:

PLEASE MAIL ALL INVOICES TO THE BILLING OFFICE: 76 TAYLOR WAY
 SANBORNVILLE, NH 03872
 PLEASE DIRECT ALL PURCHASE ORDER AND BILLING INQUIRIES TO
 603-871-8502

SUBTOTAL	\$140,000.00
DISCOUNT	\$0.00
FREIGHT	\$0.00
TOTAL	\$140,000.00

Page 1 of 1

PLEASE E-MAIL INVOICES TO: accounts.payable@sau101.org

Copy

Authorized Signature:

Anne L. Kibbe

106

Authorized Signature:

VENDOR 9111 CARL'S FLOORING

07/01/2022

000021448

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
302369	035642652	Materials	7/1/22	95,000.00	0.00	95,000.00
Check 0000021448 - Total All Invoices: \$95,000.00				\$95,000.00	\$0.00	\$95,000.00

WAKEFIELD SCHOOL DISTRICT

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE

WAKEFIELD SCHOOL DISTRICT
76 TAYLOR WAY
WAKEFIELD, NH 03872

TDBANK
FARMINGTON, NH

54-114/114

CHECK DATE	CHECK #
07/01/2022	000021448

PAY Ninety-five thousand and xx / 100

AMOUNT 95,000.00

TO THE ORDER OF CARL'S FLOORING
PO BOX 1351
NAPLES ME 04055

Carl

VENDOR 9111 CARL'S FLOORING

07/01/2022

000021448

PO #	Invoice #	Reference	Inv Date	Invoice Amt	Disc Amt	Payment Amt
302369	035642652	Materials	7/1/22	95,000.00	0.00	95,000.00
Check 0000021448 - Total All Invoices: \$95,000.00				\$95,000.00	\$0.00	\$95,000.00

WAKEFIELD SCHOOL DISTRICT

107

Carl's & Son Flooring

Carlos Oliveira
PO Box 1351
Naples ME 04055

Phone # 2074159599

carlandsonflooring@gmail.com

Invoice

Date	Invoice #
7/1/2022	035642652

Bill To

Joe Williams
76 Taylor Way, Wakefield, NH 03872
Phone 603-871-8502 | Fax 602-871-8608
WAKEFIELD SCHOOL DIST

P.O. No.	Terms	Project
302369		

Quantity	Description	Rate	Amount
	PAUL SCHOOL MATERIALS ONLY PARTIAL INVOICE- RUBBER DESIGNER LEVEL QUARTZ OFFICES	95,000.00	95,000.00
PO# <u>302369</u>			
G/L# _____			
Approved By: <u>Anne Kebler</u>			
Amount: <u>95,000.00</u>			
Total			\$95,000.00

OK TO Pay J.W. 7.1.22

P.O. # 302369

Please have check for School Board Meeting 7.5.22
will bill check to T.M. 1. 108

Certified Staff Nomination			
Name	Title	Effective Date	Salary

Staff New Hire FYI			
Name	Title	Effective Date	Salary
Michelle Naughton	Library Assistant	8/28/2023	\$17.27 per hour
Katherine Osmer	Parprofessional	8/28/2023	\$12.73 per hour

Resignations			
Name	Title	Effective Date	Salary
Cara McNevech	Library/Media Specialist	6/30/2023	\$63,848.00
Betsy Stipo	Case Manager	6/30/2023	\$36,093.00
Sharon Bonnevie	Reading Specialist	6/30/2023	\$64,445.00
Cathy Olson	5th Grade Teacher	6/30/2023	\$53,110.00
Jasmine Robinson	3rd Grade Teacher	6/30/2023	\$49,527.00

Retirements			
Name	Title	Effective Date	Salary

June 30, 2023

Anne Kebler
Paul School
76 Taylor Way
Sanbornville, NH 03872

Dear Mrs. Kebler,

It is with a mixture of gratitude and regret that I write to tender my resignation as the Library Media Specialist at the Paul School. After much consideration and thoughtful reflection, I have decided to pursue a position at another school district.

I want to express my heartfelt appreciation for the incredible experiences and growth I have gained during my time at the Paul School. It has been an absolute privilege to be a part of such a dedicated and supportive team, with Kristen White and Ivy Leavitt-Carlson at the helm. Kristen has been a beacon of light and strength, illuminating the lives of those around her with her unwavering determination and uplifting spirit. The Paul School will not be the same without her.

Additionally, I am sincerely grateful to the staff, students, parents, and guardians with whom I have had the pleasure of working. The opportunity to make a positive impact on their lives has been truly rewarding, and I will cherish the memories of these interactions.

Once again, I want to express my deepest gratitude for the opportunities and support I have received during my tenure at the Paul School. I am truly grateful for the experiences and growth I have encountered, and I will always look back fondly on my time here. Thank you for your understanding and support as I embark on this new chapter of my career.

Yours sincerely,

Cara McNevich

Cara McNevich



RECEIVED

JUL 11 2023

July 11, 2023

Anne Kebler
Paul School
76 Taylor Way
Sanbornville, NH 03872

Dear Mrs. Kebler,

It is with a mixture of gratitude and uncertainty that I write to tender my resignation as Special Education Case Manager at the Paul School. After much consideration, I have decided to pursue a position outside of Special Education at another school district.

I want to express my appreciation for the incredible opportunities you have given me in the last few years. The split of the Partner Program was difficult on everyone, and yet it was my honor to take over with the students who "graduated" from the program.

Again, I want to express my gratitude for the opportunities and support I have received during my time at the Paul School. I am truly grateful for the experiences and growth I have encountered, and I will always look back fondly on my time here. Thank you for your understanding and support as I embark on this new chapter of my career.

Sincerely,

Betsy Stipo

Betsy Stipo

[REDACTED]
[REDACTED]

RECEIVED

JUL 13 2023

Sharon Bonnevie
Letter of Resignation

Anne Kebler
Superintendent of Paul School
76 Taylor Way Sanbornville, NH. 03872

Anne Kebler:

Kindly accept this letter as my formal resignation as the reading specialist at the Paul School. I would like to thank you for being supportive of my professional growth, and my decision to move on in my professional career. I am incredibly grateful for the opportunities that I have been given, working in the district over the past 16 years. I will always hold the students, and staff closely in my heart.

Let me know how I can help in making the transition of responsibilities as seamless as possible for everyone involved.

Sharon Bonnevie

Sharon Bonnevie

Resignation Letter

Anne Kebler
Superintendent
76 Taylor Way
Sanbornville, NH 03872

June 30, 2023

Dear Anne,

Please accept this letter as formal notice of my resignation for the Grade 5 teacher position for the 2023-2024 school year. I have accepted another teaching position in another district with new opportunities.

Paul School was my first transition from private to public education. I cannot express enough how much I have enjoyed working and learning with all of the staff throughout the past years. The collaboration with fellow colleagues and the support of administration has made a lasting impact on my continued journey through education. I will always hold a special place in my heart for each of the students I was able to work with. I looked forward to coming to school each day and seeing the growth of the students in my present class as well as talking with students who moved on and would come back to my room to visit. The community of support from administration, colleagues, students, and families has been a valuable part of my life I won't soon forget.

Please feel free to reach out if you have any questions.

Sincere Regards,

Cathy Olson

Cathy Olson
abbyalex@juno.com

6/16/23

Dear Superintendent Kebler, Principal White and Assistant Principal Leavitt-Carlson,

This letter is to give notice that I am resigning from my position of Grade 3 Teacher at Paul School. I will remain in my position until the conclusion of my contract for the 2022-2023 school year, which I believe is 6/30/23.

I would like to thank Paul School for the opportunities provided throughout the duration of my employment. I wish the students and staff of Paul School well.

Sincerely,

Jasmine Robinson

WAKEFIELD SCHOOL DISTRICT
SCHOOL ADMINISTRATIVE UNIT 101

INTENT TO HIRE

Name of Employee: Michelle Naughton
Position being hired for: Library Assistant
Existing Employee? Yes ☐ No ☒
Replacing: Mary Soares

Submit with this form:

- Completed Application ☒
- Reference Sheet ☒
- Resume (if applicable) ☒
- Transcripts (if applicable)
- Certification (if applicable)
- Three letters of recommendation (if applicable)

NH Certification ID # _____ Expiration Date: _____

Baccalaureate Degree from: Umass Dartmouth

Degree psychology Year 1994

Graduate Degree from: _____

Degree _____ Year _____

Hours Per Day: 4 Days Per Week: 5 Days Per Year: 185

Time Card: Yes ☐ No ☒

Collective Bargaining: ☐ WTA ☐ WPA ☐ No Affiliation

Hiring Manager Comments:

Submitted by: [Signature] Date: 6/21/23

To be filled in by Superintendent

Account Number: 100-2220-51140-1-06-06060

Hourly Rate: \$ 17.27/hr Salary: Track/Step: N/A

Signature of Superintendent: [Signature] Date: 7/6/2023

Wakefield School District School Administrative Unit #101

Intent to Hire - Support Staff Hire

To: (Name) ADMINISTRATIVE ASSISTANT
From: (Name) Anne Kebler
Date: (Submitting) 7/20/2023

Documents Required when submitting this form:

Completed Application	<input checked="" type="checkbox"/>
Resume (Para's and ABA Tutors)	<input type="checkbox"/>
Certs or Transcripts (Para's/ABA Tutors)	<input type="checkbox"/>
Reference Sheet	<input checked="" type="checkbox"/>

I wish to hire the following employee:

Start Date: 8/28/2023

Employee's Name: Katherine Osmer

Existing Employee (Yes or No): No

Hours Per Day: 7

If existing, current position: _____

Days Per Week: 5

Position being hired for: Paraprofessional

Day Per Year: 189

Replaces (Name): _____

Is this a NEW or EXISTING position?

Non-Certified: ☒ ID# _____ Expiration Date: _____
Certified: _____ ID# _____ Expiration Date: _____

Hiring Manager Comments:

N/A

Superintendent Comments:

Katherine interviewed with the superintendent. She is anxious to get into a school district as she wants to pursue a career in education. She feels her first step of working as a paraprofessional will help her move in this direction.

To be filled in by the Superintendent

Account Number: 100-1100-51140-1-01-00000

Hourly Rate: \$12.73

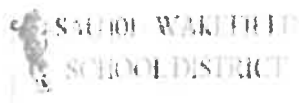
Step: 1

Anne L Kebler

Signature of Superintendent

Date

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Ashia Roy <ashia.roy@sau101.org>

Policy Manual Review

Will Phillips <wphillips@nhsba.org>
To: Ashia Roy <ashia.roy@sau101.org>

Fri, Jul 7, 2023 at 12:18 PM

Hello Ashia,

The best place to start is for the district to do a self-audit using the attached index. In some instances, the District determines that no further review is necessary. But if not, then NHSBA uses the completed index as the starting point for the review.

The index includes 4 separate worksheets (tabs) for all of the current NHSBA samples. Each line has the NHSBA code, title, the year we last revised each policy, and whether the policy is categorized as Priority, Recommended or Optional. There are then two columns for information regarding corresponding District policies, one for comparison and one for revision suggestions. If the District is only doing an audit, and wants NHSBA to review and provide analysis, then the District would only complete columns E and F.

When entering the District's policies, if there are some for which NHSBA does not have a corresponding sample, the District can either create a separate sheet (tab in the same workbook) listing them using the same general column format, or they can enter full rows between the rows for NHSBA samples most pertinent to the District policy. Line 8 on the first worksheet (tab "A-D") is an example of information for a district specific policy.

In some instances, there may be District policies that do not match the subject matter for the corresponding NHSBA sample code. In those instances, I would suggest including the District policy information in the row for the NHSBA sample, and perhaps highlighting or changing the font color for those cells. That way when either NHSBA or the District's own committee reviews the index and the District policies, the policies can be aligned in the way that is be most helpful relative to the review/update process.

If, after completing the audit the District wishes to have NHSBA do a more detailed analysis, then we set up a process at that time. If requested, however, I can place the District on the queue (about a year out right now). Payment (currently \$2,500) is due when completed.

I hope this is helpful. I am happy to set up a call to discuss further.

Will Phillips

[Quoted text hidden]

--



William J. Phillips

Staff Attorney & Director of Policy Services
NH School Boards Association

P: (603) 228-2061 ext. 304 M: F: (603) 228-2351
A: 25 Triangle Park Drive, Suite 101, Concord, NH 03301
W: nhsba.org E: wphillips@nhsba.org



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The information in this electronic message, including any attachment(s), may include confidential or privileged information, a draft, or legal guidance which is intended for the exclusive use of the intended recipient. NHSBA provides legal education and information as a general service to NHSBA members. The information provided to members does not alone establish an attorney client relationship. Additionally, the information provided should not be interpreted or used as a substitute for a legal opinion from a school attorney. Before making legal decisions, school boards and administrators should consult with their

NHSBA Policy Code	NHSBA Policy Title	Revision Year	Importance	Issue
ABA	Volunteer Involvement	2004	Recommended	Missing
AC	Non-Discrimination	2019	Required	Revisions Needed
AC-E	Non-Discrimination Appendix	2020	Required	Revisions Needed
AC-R	Non-Discrimination: Title IX Grievances			Revisions Needed
ADC /GBED /JICG	Tobacco	2019	Required	Revisions Needed
BBA-R	School Board Powers and Duties Part Ed 303	2007	Recommended	Missing
BBB	School Board Elections	2022	Optional	Revisions Needed
BBB-F	Certificate of Oath	2022		Missing
BBB-TA	Oath of Office Technical Advisory	2022		Missing
BBBC	Board Member or District Officer Resignation	2021	Optional	Revisions Needed
BBBE	Vacancies and Unexpired Term Fulfillment	2021	Optional	Revisions Needed
BBBF	Student Members of the School Board	2022	Recommended	Missing
BCA	School Board Member Ethics	2018	Recommended	Revisions Needed
BCA-R	School Board Member Acknowledgment of Ethics	2018	Recommended	Revisions Needed
BCB	Board Member Conflict of Interest	2017	Recommended	Revisions Needed
BDB	Board Officers	2016	Recommended	Revisions Needed
BDD-R	Board-Superintendent Relations	2004	Recommended	Missing
BEC	Non-Public Sessions	2021	Recommended	Revisions Needed
BEDA	Public Notification of School Board Meetings	2004	Recommended	Missing
BEDB	Agenda Preparation and Dissemination	2017	Recommended	In progress
BEDD-R	Sample Rules of Order	2017	Recommended	Missing
BGAA	Policy Development, Adoption and Review	2020	Recommended	Missing
BIBA	School Board Conferences, Conventions, and Workshops		Recommended	Missing
BIE	Board Member Indemnification	2022	Recommended	Revisions Needed
BK	School Board Memberships		Recommended	Doesn't match our policy
KA	Liaison with School Board Associations		Recommended	Missing
CBI	Superintendent Evaluation and Goal Setting	2019	Recommended	Revisions Needed
CBI-F1	Superintendent Evaluation and Goal Setting	2019		labeled CBI-R
CBI-F2	Evaluation of the Superintendent			labeled CBI-R
CF	School Building Administration	2006	Recommended	labeled CFA
CFA	Individual School Administrative Personnel	2006	Recommended	Missing

NHSBA Policy Code	NHSBA Policy Title	Revision Year	Importance	Issue
DAF	Administration of Federal Grant Funds	2021	Required	Revisions Needed
DFA-R	Investment of School District Funds		Required	Missing
DFGA	Crowdfunding	2022	Recommended	Missing
DIH	Fraud Prevention and Fiscal Management	2017	Recommended	Missing
DJ	Purchasing	2004	Recommended	Working
DKA	Payroll Procedures	2017	Recommended	Revisions Needed
DM	Cash in School Buildings	2004	Recommended	Revisions Needed
EB/JLI	Workplace Safety Program & Joint Loss Management	2020	Recommended	Revisions Needed
EBB	School Safety	2022	Required	Revisions Needed
EBBB	Accident Reports	2020	Recommended	Missing
EBBD	Indoor Air Quality	2022	Required	Revisions Needed
EBCB	Fire Drills	2019	Recommended	Revisions Needed
EBCD	Emergency Closings	2022	Recommended	Revisions Needed
ECAF	Audio and Video Surveillance on School Buses	2021	Recommended	Revisions Needed
ECD	Unmanned Aircraft Systems-Drone	2022	Optional	Revisions Needed
ECF	Energy Conservation	2008	Recommended	Missing
EEAA	Video and Audio Surveillance on school property	2021	Recommended	Revisions Needed
EEAB	Establishment of School Bus Routes	2021	Recommended	Missing
EEAE	School Bus Safety Program	2021	Recommended	Revisions Needed
EEAEA	Mandatory Drug and Alcohol Testing-School Bus Drivers	2021	Required	Revisions Needed
EEAG	Use of Private Vehicle to Transport Students	2021	Recommended	Missing
EF	Food Service Management	2016	Recommended	Revisions Needed
EG	Creation of Communication Plans	2022	Recommended	Missing
EH	Public Use of School Records	2019	Recommended	Revisions Needed
EHAB	Data Governance and Security	2022	Required	Missing
EHAC	Digital/Electronic Records and Signatures	2020	Recommended	Missing
EHB	Data/Records Retention	2022	Required	Revisions Needed
EHB-R	Local Records Retention Schedule	2018	Required	Revisions Needed
EH-R	Administrative Procedure for Public Access to District Records	2019		Missing
FAA	Annual Facility Plan	2021	Recommended	Missing