

## **Agenda Worksheet**

School Administrative Unit #101  
Wakefield School District Board Meeting:  
Paul School Library  
60 Taylor Way, Sanbornville, NH 03872  
sau101.org

Date: Tuesday, November 7, 2023 at 5:30pm  
**Transportation Committee 5:00pm**

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

**2. AGENDA REVIEW**

**3. MOTION TO RECONSIDER**

**4. PRESENTATIONS, PUBLIC HEARINGS**

Behavioral Health Team Presentation

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

**6. REPORTS**

a. Transportation

**7. CONSENT AGENDA**

**a. AP Manifest**- Batch- #41095, \$64,652.69; Batch #41113, \$1,291.94; Batch #41126, \$414.00; Batch #41128, \$198,945.24; Batch #41148, \$257.47; Batch #41156, \$4,547.99; Batch #41171, \$125,315.41

**b. Payroll Manifest**- Batch #41108, \$209,235.29; Batch #41119, \$83,835.25; Batch #41120, \$2,964.00

**8. MEETING MINUTES**

a. WSB Non Public Session 2 Minutes 9.19.23 (draft)

b. WSB Public Minutes 10.17.23 (draft)

c. WSB Public Minutes Session 2 10.17.23 (draft)

d. WSB Budget Workshop Minutes 10.24.23 (draft)

**9. OLD BUSINESS**

a. Budget Transfer Form

**10. NEW BUSINESS**

a. Tyler Technologies Agreement

b. Budget

i. 1100 Regular Ed

ii. 1200 Special Ed

iii. 2721 Regular Ed Transportation

iv. 2722 Special Ed Transportation

v. 2724 Athletics

vi. 2725 Field Trip/Co Curricular Transportation

vii. 2820 Technology

viii. 2900 Other Benefits

**11. COMMITTEE UPDATES**

a. Technology Committee

**12. POLICIES**

- a. DAF- Administration of Federal Grant Funds (2<sup>nd</sup> Reading)
- b. JLDBB- Suicide Prevention and Response (2<sup>nd</sup> Reading)

**13. NOMINATIONS/HIRES/RESIGNATIONS**

Frances Wadsworth  
John Baniewicz

**14. FOLLOW-UP**

**15. NON-PUBLIC:** RSA 91-A:3 II (c)

**16. ADJOURNMENT:**

**PM**

**Upcoming: The next Wakefield School Board meeting will be held November 21, 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.

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 61771

Check Batch: 41095  
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
41095	22724	10/13/2023	9528	Amplify Education, Inc	0.00	3,276.30
	22725	10/13/2023	9426	BOOTHBY THERAPY SERVICES, LLC	0.00	65.00
	22726	10/13/2023	9503	C&S COMMERCIAL FOOD EQUIPMENT SERVICES,	0.00	361.18
	22727	10/13/2023	1190	CLEAN-O-RAMA	0.00	1,540.31
	22728	10/13/2023	9665	Davis, Brad	0.00	414.95
	22729	10/13/2023	9088	ELDRIDGE TRANSPORTATION SERVICE	0.00	15,703.15
	22730	10/13/2023	9621	FLO'S NORTH AUTO BATH	0.00	18.00
	22731	10/13/2023	9664	GEHRING, ANN	0.00	5,600.00
	22732	10/13/2023	23	JP PEST SERVICES INC	0.00	1,129.00
	22733	10/13/2023	9047	JW PEPPER & Son, Inc.	0.00	68.80
	22734	10/13/2023	9661	KUTA SOFTWARE	0.00	150.00
	22735	10/13/2023	1236	LAKESHORE LEARNING MATERIALS	0.00	860.20
	22736	10/13/2023	9612	LEGENDRE, DIANE	0.00	560.00
	22737	10/13/2023	9656	Legends of Learning	0.00	490.00
	22738	10/13/2023	1005	LONGMEADOW FARM & HOME SUPPLY	0.00	59.95
	22739	10/13/2023	9641	Marenem Inc.	0.00	1,539.45
	22740	10/13/2023	9649	MICROSOFT CORPORATION	0.00	32.50
	22741	10/13/2023	9610	MOELLER, TRESSA RYAN	0.00	330.00
	22742	10/13/2023	2128	NAPA AUTO PARTS	0.00	153.98
	22743	10/13/2023	192	NEW ENGLAND BACKFLOW, INC	0.00	220.00
	22744	10/13/2023	1366	NEW ENGLAND CENTER FOR CHILDREN	0.00	179.80
	22745	10/13/2023	9519	NEW HAMPSHIRE PRINT & MAIL	0.00	150.00
	22746	10/13/2023	1340	NHASEA	0.00	700.00
	22747	10/13/2023	370	ONE SOURCE SECURITY	0.00	9,318.50
	22748	10/13/2023	260	PARKER EDUCATION	0.00	8,464.07
	22749	10/13/2023	506	PIONEER MECHANICAL	0.00	2,225.19
	22750	10/13/2023	688	ROCHESTER TRUCK REPAIR	0.00	1,627.82
	22751	10/13/2023	1209	SALMON PRESS, INC	0.00	180.00

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# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	22752	10/13/2023	708	SCHOOL HEALTH CORPORATION	0.00	101.98
	22753	10/13/2023	9530	SOLIANI	0.00	2,512.50
	22754	10/13/2023	1950	ILENE B. SPITZER, M.D.	0.00	2,000.00
	22755	10/13/2023	1675	THE HOME DEPOT CREDIT SERVICES	0.00	1,260.58
	22756	10/13/2023	9191	TORRES, LUIS	0.00	586.88
	22757	10/13/2023	2958	TREASURER STATE OF NH	0.00	120.00
	22758	10/13/2023	9083	TYLER BUSINESS FORMS	0.00	646.92
	22759	10/13/2023	2957	VOYA CLAIMS FUNDING	0.00	275.73
	22760	10/13/2023	2957	VOYA CLAIMS FUNDING	0.00	328.31
	22761	10/13/2023	2164	W.B. MASON COMPANY	0.00	580.84
	22762	10/13/2023	2254	WILSON LANGUAGE TRAINING CORP	0.00	820.80
Totals:					0.00	\$64,652.69

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# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 61771

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 DeCoffmacker*  
Robert DeCoffmacker, School Board Member

*Carlene Stewart*  
Carlene Stewart, Treasurer

*Anne Kebler*  
Anne Kebler, CEO

5

39 Checks Listed.

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Check Batch: 41113  
 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
41113	90274	10/16/2023	1706	CHARTER COMMUNICATIONS	0.00	441.94
	90275	10/16/2023	1706	CHARTER COMMUNICATIONS	0.00	850.00
Totals:						\$1,291.94

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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*  
Sandra Taliaferro, School Board Member

*Brennan Peaslee*  
Brennan Peaslee, School Board Member

*Robert DeCormacher*  
Robert DeCormacher, School Board Member

*Carlene Stewart*  
Carlene Stewart, Treasurer

*Anne Kebler*  
Anne Kebler, CEO

7

2 Checks Listed.

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 61869

Check Batch: 41126  
 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
41126	22763	10/19/2023	819	UNITED STATES TREASURY	0.00	414.00
Totals:					0.00	\$414.00

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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, School Board Member

*Robert DeColimacker*  
Robert DeColimacker, School Board Member

*Carlene Stewart*  
Carlene Stewart, Treasurer

*Anne Kebler*  
Anne Kebler, CEO

9

1 Check Listed.

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 61872

Check Batch: 41128  
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
41128	22764	10/19/2023	1080	ADT COMMERCIAL LLC	0.00	149.52
	22765	10/19/2023	9426	BOOTHBY THERAPY SERVICES, LLC	0.00	308.00
	22766	10/19/2023	1888	FINN SCIENTIFIC	0.00	125.00
	22767	10/19/2023	1402	FRESH PICKS CAFE, LLC	0.00	26,372.45
	22768	10/19/2023	9663	GENESIS TECHNOLOGIES, INC.	0.00	821.00
	22769	10/19/2023	585	HEALTH TRUST	0.00	5,758.36
	22770	10/19/2023	2161	HOWE TWO LAWNCARE & LANDSCAPING LLC	0.00	2,800.00
	22771	10/19/2023	1907	IXL LEARNING	0.00	11,025.00
	22772	10/19/2023	9610	MOELLER, JRESSA RYAN	0.00	110.00
	22773	10/19/2023	2128	NAPA AUTO PARTS	0.00	186.95
	22774	10/19/2023	1366	NEW ENGLAND CENTER FOR CHILDREN	0.00	22,417.50
	22775	10/19/2023	1995	NH DEPT. OF SAFETY	0.00	1,000.00
	22776	10/19/2023	596	NH SCHOOL HEALTH CARE COALITION	0.00	84,507.00
	22777	10/19/2023	1340	NHASEA	0.00	300.00
	22778	10/19/2023	9668	OPTIMUM TRANSPORTATION	0.00	2,700.00
	22779	10/19/2023	9290	PAGE STREET LEASING, LLC	0.00	75.00
	22780	10/19/2023	9636	POWERS, HEATHER	0.00	2,120.00
	22781	10/19/2023	688	ROCHESTER TRUCK REPAIR	0.00	160.50
	22782	10/19/2023	688	ROCHESTER TRUCK REPAIR	0.00	160.50
	22783	10/19/2023	688	ROCHESTER TRUCK REPAIR	0.00	328.44
	22784	10/19/2023	688	ROCHESTER TRUCK REPAIR	0.00	5,108.19
	22785	10/19/2023	9428	SOARES, MARY	0.00	950.00
	22786	10/19/2023	9530	SOLIAANT	0.00	1,925.00
	22787	10/19/2023	9585	ST CHARLES SCHOOL	0.00	24,158.51
	22788	10/19/2023	446	SUPERIOR FIRE PROTECTION, INC.	0.00	450.00
	22789	10/19/2023	9191	TORRES, LUIS	0.00	293.44
	22790	10/19/2023	1423	TREASURER STATE OF NEW HAMPSHIRE	0.00	4,148.23
	22791	10/19/2023	101	UNIVERSITY OF OREGON	0.00	350.00

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# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
	22792	10/19/2023	2164	W.B. MASON COMPANY	0.00	136.65
Totals:					0.00	\$198,945.24

## 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, School Board Member

Robert DeColimackes  
Robert DeColimackes, School Board Member

Carlene Stewart  
Carlene Stewart, Treasurer

Anne Kebler  
Anne Kebler, CEO

29 Checks Listed.

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Report # 61958

Check Batch: 41148  
 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
41148	90276	10/25/2023	8926	IRVING ENERGY	0.00	257.47
Totals:					0.00	\$257.47

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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, School Board Vice Chairman

Sandrea Taliaferro, School Board Member

Brennan Peaslee  
Brennan Peaslee, School Board Member

Robert DeCollmacker  
Robert DeCollmacker, School Board Member

Carlene Stewart  
Carlene Stewart, Treasurer

Anne Kehler  
Anne Kehler, C.F.O.

13

1 Check Listed.

# WAKEFIELD SCHOOL DISTRICT

## Manual AP CHECK REGISTER

Report # 61978

Check Batch: 41156  
 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
41156	902777	10/26/2023	669	EVERSOURCE	0.00	4,547.99
Totals:					0.00	\$4,547.99

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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, School Board Vice Chairman

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Sandrea Taliaferro, School Board Member

Brennan Peaslee  
Brennan Peaslee, School Board Member

Robert DeCollmacker  
Robert DeCollmacker, School Board Member

Carlene Stewart  
Carlene Stewart, Treasurer

Anne Kebler  
Anne Kebler, CEO

1 Check Listed.

# WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 62006

Check Batch: 41171  
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
41171	22793	10/27/2023	878	BK SYSTEMS	0.00	414.00
	22794	10/27/2023	1190	CLEAN-O-RAMA	0.00	1,449.87
	22795	10/27/2023	9491	COLLINS, MARY	0.00	177.30
	22796	10/27/2023	958	CONSOLIDATED COMMUNICATIONS	0.00	144.10
	22797	10/27/2023	913	CONWAY OFFICE TECHNOLOGY GROUP	0.00	7,316.00
	22798	10/27/2023	9630	DELL INC	0.00	49,114.59
	22799	10/27/2023	1005	LONGMEADOW FARM & HOME SUPPLY	0.00	45.29
	22800	10/27/2023	9463	MICHAEL O'NEILL	0.00	236.93
	22801	10/27/2023	9610	MOELLER, TRESSA RYAN	0.00	110.00
	22802	10/27/2023	1366	NEW ENGLAND CENTER FOR CHILDREN	0.00	7,020.00
	22803	10/27/2023	9099	ONSITE DRUG AND ALCOHOL SERVICES, LLC	0.00	114.60
	22804	10/27/2023	9668	OPTIMUM TRANSPORTATION	0.00	2,295.00
	22805	10/27/2023	506	PIONEER MECHANICAL	0.00	596.00
	22806	10/27/2023	1259	SCHOLASTIC INC	0.00	5,277.18
	22807	10/27/2023	9659	SEBASTIAN SEPTIC SERVICE LLC	0.00	150.00
	22808	10/27/2023	9530	SOLIAN'T	0.00	6,100.00
	22809	10/27/2023	762	STAFFORD LEARNING CENTER	0.00	35,482.80
	22810	10/27/2023	9191	TORRES, LUIS	0.00	660.24
	22811	10/27/2023	804	TREASURER, STATE OF NH	0.00	4,148.23
	22812	10/27/2023	1532	VERIZON WIRELESS	0.00	450.98
	22813	10/27/2023	9669	VOYA HOLDINGS, INC	0.00	2,902.75
	22814	10/27/2023	2164	W.B. MASON COMPANY	0.00	1,109.55
Totals:					0.00	\$125,315.41



# 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, School Board Vice Chairman

Sandra Taliaferro, School Board Member

Brennan Peaslee  
Brennan Peaslee, School Board Member

Robert DeCormier  
Robert DeCormier, School Board Member

Carlene Stewart  
Carlene Stewart, Treasurer

Anne Kebler  
Anne Kebler, CEO

17

22 Checks Listed.

# Wakefield School Board Public Minutes



October 17, 2023  
Held in Paul School Library  
Approved

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

**Others present:** Nicole Beckwith, Relf Fogg, Rachael Lapierre, Randie Fox, Robert ?, Michael Pelletier, Jennifer Pelletier, Rachael Lapierre, and Gil from Clearview TV.

The meeting was called to order by Mrs. Collins at 6:06. She led the salute to the flag.

## Presentations/Public Hearings

### Student Report

Haven Pelletier who is an eighth grade class officer, soccer player and band member said the class officers are planning a concession stand for Halloween night. All monies will go toward the eighth grade trip. She said she visited first grade classes to find out what they are learning this year. The Paul School soccer team has played six games and has lost four and have a game tomorrow. The football team has played seven games and won five. Students are working hard on their Paw Statements practicing safety and good behavior. She said the school year has been going very well. Mrs. Collins said the eighth graders did an excellent job serving ice cream and helping out at the Fall Festival. Miss Thomas, Mr. Fairfield and Mr. Nason helped out at that event.

### Public Comment

Mr. Fogg said there was no non public or non-meeting posted on the agenda. He said it looks like again the Board is trying to go around the law. He said people have a right to give someone else an opportunity to speak. If this policy passes it will be a violation of your First Amendment right of free speech. In the Minutes policy you're trying to circumvent RSA 91-A. The law states you shall keep all your notes at a public location. Changing the wording gives your minute taker an opportunity to circumvent the law. He said the Board is breaking the Fictitious Capitalization law by not freezing or reducing wages when someone reduces their workload. He said the budget shows an increase in administrators contracts.

Randie Fox said she wanted to discuss the AREA Agreement. She said she attended the meeting last night and was a little embarrassed as a community member with the lack of communication.

She feels the wants and needs of the community were not communicated effectively. She asked why are we rewriting policies when we could be focusing on secondary education? Other towns have school choice. We should be exploring this. She feels that Rochester was willing to discuss the agreement. Year after year the correct avenue has not been sought. She said that she was sitting among administration that sees us as a joke and she heard it. She will be doing a petition to present to the town to have the AREA Agreement revisited and null and voided.

## Reports

### School Administration Report

Open House on September 27th was a great event for families. We were happy to have our gym used as a resource for several different booths for people to learn more about our programs. There will be more communication coming to families about Alma, our information system and ways to interact with the parent portal. We are thankful to Dr. Bridget Jameson who hosted a seminar during the open house. Based on feedback she is going to begin running evening events for families seeking more support. There will be information put out to the community on these events in the coming Weekly Happenings.

Our committees have started to meet and we are happy to have teacher and school board involvement. The committee work being done will be an important piece to our district continuing to progress forward.

Our teacher workshop on October 6th was a great event. During this day we had Pam Harris guiding our teaching staff through new strategies around math instructional practices. Our paraprofessionals and mental health team participated with Kate Salvati who helped the team to learn about Understanding Cycles of Escalating Behavior through a Trauma Sensitive Lens. In the afternoon the whole staff took time to review our behavioral data points to continue our conversations around interventions that are working and how we can continue our progress.

In our upcoming calendar we have the PTA hosting a cornhole tournament on October 21st. The start time for the event is 11am. We look forward to seeing some of you there! The Paul School is also excited to celebrate Halloween on October 31st. We plan to have a parade again this year and will provide more details as the date gets closer.

The Paul School continues to advertise and post about open positions. To help support our school please continue to repost and share our openings in the community.

A parent asked about having Trunk or Treat in the school parking lot. Mrs. DiRocco said she will look into this. Mrs. Collins asked if the Leadership Team and different committees have discussed the multi-tiered system of support. Mrs. DiRocco said yes. The MTSSB team that people signed up for meets every Wednesday at 7:30am. We also have tier one and two meetings. Mrs. Kebler said there has been a lot of work done and asked if the Board would like a presentation. Mrs. Collins said she'd like to know if students go back to the previous grade for reading if they are still at that grade level. Mrs. DiRocco will share a presentation with Mrs. Collins with follow up questions to her.

### Consent Agenda

**Mr. Ouellette made a motion, seconded by Mrs. Collins, to approve the Consent Agenda. (Vote 3-1)**

### Meeting Minutes

**The non public 2<sup>nd</sup> session minutes of 9-19-23 were tabled until non public.**

**Mrs. Peaslee made a motion, seconded by Mrs. Collins, to approve the non public 1<sup>st</sup> session minutes of 9-19-23. (Vote 4-0)**

**Mr. Ouellette made a motion, seconded by Mrs. Peaslee, to approve the non public 1<sup>st</sup> and 2<sup>nd</sup> session minutes of 10-3-23. (Vote 4-0)**

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette, to approve the public minutes of 10-3-23. (Vote 4-0)**

Numbers will go back on the packets from now on.

### Old Business

#### AREA School Board Agenda

Mrs. Peaslee would like to wait until Mrs. Kebler receives the charts that Spaulding is supposed to send her and when the minutes are ready. Mrs. Kebler will put AREA agreement meeting on the next agenda.

### Public Comment

A gentleman from the audience asked if the Board knew if there were places available in other high schools that would take our students.

Mrs. Peaslee said we didn't discuss changing the agreement. She said we would have to do the research. There was a discussion between the Board, Mrs. Fox and another audience member about the process of altering or changing the AREA agreement with Mrs. Fox making suggestions. Mrs. Fox feels that the Board should be taking action steps. Mrs. Kebler said she was at an AREA meeting when Spaulding said they absolutely refused to discuss the AREA agreement. Mr. Ouellette said they have said that many times and that's why he was shocked last night when Spaulding said they would have some specific discussions about individual students.

### New Business

#### School Calendar

There was a mistake on the school calendar and that has been corrected and posted.

### Budget

#### Timeline

Budget meetings will be held on **October 24<sup>th</sup>**, **November 7<sup>th</sup>** (where changes will be made. Mr. Markiewicz will be in attendance) and **November 14<sup>th</sup>** (budget approval. Mr. Markiewicz will be in attendance) The Budget will go to the Budget Committee on November 17<sup>th</sup>. All meetings will all begin at 5:30.

## **2310 School Board**

### School Board Auditor

53820 - Increase of \$4,500

### School Board Background Checks

55410 - Increase of \$3,000

*The Board will discuss whether they want to pay for background checks.. Mary will find the policy and send it to the Board and bring it to the Policy Committee.*

## **2510 Fiscal Services**

*They have kept the BA's salary at parttime but on November 7<sup>th</sup> they will be bringing a proposal parttime vs. full time.*

### Support Staff Salary

51120 – Difference of \$53,579

### Maintenance Agreements

54300 – Increase of \$804

*Mr. Markiewicz will give a presentation on the 7<sup>th</sup> so the Board can make a decision on a new accounting system by 2025. Infinite Visions is going away. It has to be done this year or next at a cost of around \$29,000.*

### Supplies

56100 – Increase of \$2,000

*Mrs. Kebler will bring a breakdown of the projected increases.*

Next Board Meeting the Board will go over Co-Curricular, Athletics, Summer School, Truant Officer, Guidance, Nurse, PD, Library, Principal, Transportation and Facilities. This is a workshop so there will only be budget. When the department heads present their budget they will have their backup documentation.

### Job Descriptions

**Mr. Ouellette made a motion, seconded by Mrs. Collins, to approve the Assistant Principal Job Description. (Vote 4-0)**

**Mrs. Peaslee made a motion, seconded by Mrs. Collins, to approve the Director of Student Services Job Description. (Vote 4-0)**

Mrs. Kebler told the Board that all teachers were under the same job description. She asked if the Board wanted that changed. They did not.

### Policies

#### BEDB Agenda Preparation and Dissemination

**Mr. Ouellette made a motion, seconded by Mrs. Peaslee, to approve policy BEDB.**

Mrs. Collins says this gives the office more time to get the packets ready. Mrs. Kebler said the Thursday dead line for submittals to Wednesday is to make sure that department heads get

everything in on time. Mrs. Kebler said she went through other districts packets to determine what should be in the Board member packet and the non-Board member packet. Mr. Fogg asked if the Board is proposing to adopt a policy that the Board will repeatedly violate. He asked about not putting people on the agenda when they have requested numerous times. He said a portion of the policy is a violation of ones first amendment rights of our state constitution. He said people have the right to relinquish their time to speak and to speak freely. Mrs. Collins said we are following what NHSBA sends us. There was a discussion with the audience and Board about the last two lines of the policy about relinquishing time.

**Mr. Ouellette made a motion, seconded by Mrs. Peaslee to approve policy BEDB. (Vote 2-2)**

Mrs. Peaslee said she wants backup on policies. She wants to know what is being added and what changes are being made and why.

#### BEDG Minutes

Mrs. Collins said this came back to the Policy Committee and they decided to recommend keeping what the NHSBA recommends which is related to the administrative procedure EH-R.

**Mrs. Peaslee made a motion, seconded by Mr. Ouellette to approve policy BEDG.**

Mr. Fogg said, once again the Board is circumventing the law. Mr. Fogg asked what their lawyer said about this policy and Mrs. Collins stated that the NHSBA is comprised of lawyers. Mr. Fogg disagreed. Mrs. Taliaferro asked if there should be something in the policy about destroying old files. If someone has their notes and we don't have them and we know that somebody still has them they are required to produce them. Mrs. Collins said the notes are not public record. Mrs. Taliaferro said they are. Mrs. Colbath said her notes are destroyed as soon as she transcribes them into minutes so there are no notes. Mrs. Taliaferro asked Mrs. Colbath if she had notebooks. Mr. Fogg made a comment and Mrs. Collins called for a recess at 7:38.

Mrs. Collins resumed the meeting at 7:44 at which time Mrs. Colbath said that all notes for all Boards she keeps minutes for were all destroyed after the investigation. She keeps no notes.

**(Vote 2-2)**

#### DAF Administration of Federal Grant Funds 1<sup>st</sup> Reading

Mrs. Kebler read the changes. She will see that it is written in the usual format.

#### JLDBB Suicide Prevention and Response 1<sup>st</sup> Reading

Combined some of the suicide prevention policy. This is the policy not the plan. The word building will be removed from the policy. When the plan is developed it does not have to come to the Board for approval but Mrs. Kebler will share it with the Board.

#### Nominations/Hires/Resignations

Antoinette Canfield ISS Para- FYI

Mrs. Kebler said we have reduced our suspensions significantly so she will have added to her roll student behavioral problems.

#### Follow Up

Workshop: Roles and Responsibilities /Dates

#### Lead Update

The facilities manager changed six faucets and sent out samples. The results; 1 broke in transit, 3 tested below levels, and two stayed at the same levels. She said we have decided that we are going to replace all the faucets. The grant is now at 100% reimbursement.

Mrs. Taliaferro asked how the Superintendent Chats were going. Mrs. Kebler said they haven't been well attended. She also asked if grades were being put into ALMA. Mrs. Kebler said yes. ALMA is up and running now. Training will be offered. It is much more user friendly than Infinite Campus.

Mrs. Kebler had a conversation with Steven Appleby from the Department of Credentialing. He said our plan for SOE is a very good plan. She also met with the Commissioner. He felt we were in great shape in regard to compliance with our teaching staff. She said we discussed some complaints made to him and how they were resolved. She also set up a training day for paras with a grant writer she ran into. The NH Apprentice program should be up and running in January. The morning program has been well received. Mrs. Taliaferro asked how many are children of staff. Mrs. Kebler will find out. She has received many calls thanking her for this program. Stipends for after school programs will be brought to the Board.

#### Non Public Session

**Mr. Ouellette made a motion, seconded by Mrs. Collins, to enter non public session under RSA 91-A 3:II (c) at 8:06. Roll call: Ouellette aye, Collins aye, Taliaferro aye, Peaslee aye, Vote: (4-0)**

The Board returned to Public Session at 8:45

**Mrs. Peaslee made a motion, seconded by Mrs. Taliaferro, to seal the non public minutes until 2033. Roll call: Ouellette aye, Collins aye, Taliaferro aye, Peaslee aye, Vote: (4-0)**

Mrs. Taliaferro asked Mrs. Kebler and Mrs. Colbath to leave the room at 8:47.

Respectfully submitted for approval at the next School Board meeting,

Priscilla Colbath  
School Board Secretary

(PUBLIC SESSION # 2 ATTACHED.

# Wakefield School Board Minutes

## Session 2

October 17, 2023

Held in Paul School Library

Draft



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

The Board returned to public session at 9:21

**Mrs. Collins made a motion, seconded by Mrs. Taliaferro to seal the minutes for 3 years. Roll call: Collins aye, Ouellette aye, Peaslee aye, Taliaferro aye. (Vote 4-0)**

**Mrs. Taliaferro made a motion, seconded by Mrs. Collins, “to budget for, post the position and start a search for a full time BA and a Part Time Superintendent for the school year 2024/25, to meet the current needs of the district”. (Vote 4-0)**

**Mrs. Peaslee made a motion, seconded by Mrs. Taliaferro, “to remove the Behavior Interventionist position, starting for the school year 2024/25. (Vote 4-0)**

The Board discussed the Area Agreement

**Mrs. Collins made a motion, seconded by Mr. Ouellette, to adjourn the meeting at 9:37. (Vote 4-0)**

Respectfully submitted for approval at the next School Board meeting,

Sandrea Taliaferro



# Wakefield School Board Workshop Minutes

October 24, 2023

Held in Paul School Library

Draft



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

**Others present:** Facilities Manager Brad Davis, Michele Lambert, HR, Payroll, Accounts Payable.

The meeting was called to order by Mrs. Collins at 5:30. She led the salute to the flag.

## **1410 Co-Curricular**

No change

## **1420 Athletics**

Increase in the number of teams. Salaries increase from \$750 to \$1,000

## **1430 Summer School**

Data for attendance will be looked at. Universal Summer School will still take place.

## **2110 Truant Officer**

### 51140 Truant Officer Salary

The lines will stay at \$1 each. The Selectmen approved a half time SRO. This line will be discussed at the next meeting.

## **2120 Guidance**

### 51120 Guidance, Social Worker Salary

One Guidance Counselor and one Social Worker are budgeted for.  
All assessments should be in the GC lines

## **2130 Nurse**

### 51140 Nurse - Support Staff Salary

The LNA is now full time

51150 Nurse Sub Salary

\$2,000 was added to cover the cost of a sub for the nurse.

Nurse software goes from SNAP to ALMA

**2210 PD**

No changes

**2220 Library**

56410 Library Books

\$1,250 added to purchase books

**2410 Principal**

56500 Principal Software

Mrs. Kebler will check this amount.

**2610 Op/ Maintenance.**

53200 Contracted Services

No longer using ACP. \$32,000 will go back into this line

54210 Rubbish Removal

The dumpster will stay on site. There is no charge unless it is used. The charge would be \$100

54220 Snow Removal

Bumped up as we will be looking for a new company

54300 Repair of Building

Mr. Davis said not enough has been budgeted over the past few years. Plumbing issues. Lead issue. \$30,000 has gone to Pioneer Mechanical for unanticipated issues.

54420 Rental of Equipment

Repeater should be in the Transportation function.

54470 Maintenance Special Projects

TBD

55310 Internet Phones

Fiber Optics was paid for by a grant.

This line needs to be increased. Not enough budgeted.

56500 Software

Mr. Davis feels this should go to Eric.

57330 New Furniture/Fixtures

Will utilized desks etc. in storage

Mr. Davis wants to upgrade the fields. Mrs. Peaslee and Mrs. Taliaferro said that they were told that the first field is not regulation size. Mr. Davis will check this out.

**2310 Fiscal Services**

56100 Supplies

Mrs. Lambert told the Board that she stockpiled paper and checks. This was paid for by a grant and the grant has ended so we will have to start paying. There has been an increase for a case of paper and some companies are now charging for shipping. Paper went from \$24.99 a case to \$41.99 a case. That's why she asked for an additional \$2,000 in the supply line.

The next Board meeting will begin at 5:30 with a transportation meeting beginning at 5:00. The Board will discuss the positions that are now being paid for by ESSER Funds.

**Mrs. Collins made a motion, seconded by Mr. Ouellette, to adjourn the meeting at 7:14.**

**Roll call: Ouellette aye, Collins aye, Taliaferro aye, Peaslee aye, Vote: (4-0)**

Mrs. Taliaferro asked Mrs. Kebler and Mrs. Colbath to leave the room at 8:47.

Respectfully submitted for approval at the next School Board meeting,

Priscilla Colbath  
School Board Secretary

# BUDGET TRANSFER REQUEST FORM

For General Fund Budget Only

## **SECTION A**

☐ Permanent

☒ One Time

### EXPLANATION

Moved to much from contracted services to custodian salary.

## **SECTION B**

### BUDGETED DOLLAR INCREASE

Account Number	Account Name	Amount
100-2610-53200-1-00-00000	contracted services	32,239.00

### BUDGETED DOLLAR DECREASE

Account Number	Account Name	Amount
100-2610-51110-1-00-00000	custodian salary	32,239.00

## **SECTION C**

### REQUESTED BY

Michele Lambert  
Print Name

Michele Lambert  
Signature

10-26-23  
Date

### **Check box that is applicable to the approval per School Board policy DBJ**

- ☐ Administrator assigned budget responsibility may authorize transfer of funds between non-salary and non-benefit amounts up to \$500
- ☐ Business Administrator may authorize transfers up to \$2,000 between any budgetary accounts
- ☐ Superintendent may authorize transfers that exceed \$2,000 but do not exceed \$5,000 within the same budget function
- ☐ School Board approval required on transfers in excess of \$5,000 or any transfer between functions in excess of \$2,000
- ☒ School Board approval required on all transfers that impact wage accounts, regardless of the amount of the transfer

### APPROVED BY

Print Name	Signature	Date

### **SCHOOL BOARD APPROVED:**

[Attach a copy of the approved Minutes]

Date

### **ENTERED BY:**

Print Name	Signature	Date

APPROVER TO SEND SIGNED FORM TO SAU OFFICE FOR PROCESSING

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SAU 101-Wakefield School District  
**MEMORANDUM**

TO: School Board DATE: April 3, 2023

THROUGH: Anne Kebler, Superintendent CC:

FROM: Frank Markiewicz, Business Administrator *fm*

SUBJECT: Tyler Technologies -  
Conversion from ProFund to Infinite Visions Accounting System

Current Accounting Software

The finance department currently operates the ProFund accounting software provided by Tyler Technologies. This software has been identified by Tyler to be sunsetting and will ultimately no longer be technically supported. While a date has not been provided, tech support for this software has been diminished by the number of Tyler staff supporting it.

The district is currently under an auto-renew contract with Tyler for maintenance and support fees in the amount of \$16,084 for fiscal year 2024. This amount will increase 5% to \$16,888 for fiscal year 2025.

Infinite Visions

This is the next generation accounting software provided by Tyler, which was developed taking the effective components of ProFund and enhancements to incorporate in the new software. There are a number of NH school districts operating the IVision software and the overwhelming majority of them are extremely pleased with the ease of use and enhanced components.

Recommendation is to sign the contract now with Tyler to place the District in the cue for conversion, which is estimated to be a one-year process with a projected live date of January 15, 2025.

Financial Commitment to the Conversion

Fiscal Year 2025 Budget:

- One Time Conversion Fees: \$42,480
- One Time IVisions Web Suite: \$5,134
- Annual Maintenance and Support: \$17,699
  
- ★ TOTAL One-Time Conversion Fees: \$47,614
- ★ TOTAL Annual Maintenance: \$17,699
- ★ TOTAL FY25 Budget: \$65,313

INVESTMENT SUMMARY FOR:  
SAU 101 - Wakefield, NH

PRESENTED BY:  
Michele Richardson

9/29/2023



Quoted By:  
Quote Expiration:  
Quote Name:

Michele Richardson  
9/30/23  
Migration Proposal - Profund to School  
ERP Pro; Evergreen; Hosted to Hosted

**Sales Quotation For:**

Shari Colby  
SAU 101 - Wakefield  
Unknown  
Wakefield NH 03830  
Phone: 6036520262

Student Count:424 / Cost Center:1



Tyler Software					Annual	
Description	License	Discount	License Total	Maintenance		
Core Accounting	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Human Resources	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Info-Link	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
iVisions Web Suite	\$ 8,556	\$ 3,422	\$ 5,134	\$ 1,050	\$ 1,050	\$ 1,050
State Reporting	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>TOTAL:</b>	<b>\$ 8,556</b>	<b>\$ 3,422</b>	<b>\$ 5,134</b>	<b>\$ 1,050</b>	<b>\$ 1,050</b>	<b>\$ 1,050</b>

**Tyler Annual**

Tyler Annual		Annual
Description		
*****		\$ 0

Note: Annual Profund Support Fees TRANSFER to School ERP Pro at THEN  
 Current Rates - See current support invoice #045-380130  
 Note: Annual Profund Hosting Fees TRANSFER to School ERP Pro at THEN  
 Current Rate - See current hosting invoice #045-380130  
 \*\*\*\*\*

\$ 0  
 \$ 0  
 \$ 0  
 \$ 0

TOTAL:

\$ 0

Services

Description	Quantity	Price	Extended		Maintenance
			Price		
School ERP Pro powered by Infinite Visions					
Implementation	340	\$ 90	\$ 30,600		\$ 0
Conversions	40	\$ 90	\$ 3,600		\$ 0
Project Management	60	\$ 90	\$ 5,400		\$ 0
Software Install Services	32	\$ 90	\$ 2,880		\$ 0
TOTAL:			\$ 42,480		\$ 0

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One Time Fees	Recurring Fees
\$ 5,134	\$ 1,050
\$ 42,480	\$ 0
\$ 47,614	\$ 1,050

Summary

Total Tyler Software  
 Total Annual  
 Total Tyler Services  
 Summary Total



### Comments

All services quoted herein are assumed to be delivered remote unless otherwise stated.

#### Profund to School ERP Pro Migration; Evergreen; Hosted to Hosted:

NH SAU 101 - Wakefield, NH

Expected Live Date: January 1, 2025

#### Timeline from Contract Signing-to-Cutover-to-Live-Production: 12+ Months

- Spots confirmed on first come-first-serve basis

All services quoted herein are assumed to be delivered remote unless otherwise stated.

**New Annual Support and Hosting Fees** - Annual Support and Hosting fees listed on this Investment Summary are for **new** modules and/or services only and charged *in addition to existing annual fees*.

**Existing Annual Support and Hosting Fees** - In addition to the *new annual support (for new modules purchased)*, the **Profund Support and Hosting** fees are transferred to School ERP Pro, at **THEN-Current rates on the July 1 following your cutover to School ERP Pro. Your NEW Annual fee will include existing fees PLUS new fees listed on this investment summary**  
 - *See current rates - 23/24 Invoice #045-380130 (typically 5% annual increase)*

**Profund Data** - Client owns the Profund Software and Data. Once migrated to School ERP Pro, the district will be responsible for maintaining the Profund software/data on an on-premise, compliant server.

- Service fees apply for Profund Server move: \$1,175.
- Current system requirements to be provided if server upgrade is required.

- Profund annual support will be inactivated

**Profund Currently Hosted** - If currently hosted, current Profund hosting fees transfer to School ERP Pro

Tyler will continue to host your Profund Data, for *History-Only* purposes, at no additional fee, for 2 year after School ERP Pro cutover to live production.

- As discussed with client (IT Dir Eric Haley), additional time may be granted, within reason, if additional time is needed for server purchase and preparation (MLR).
- After that time, the district will be responsible for maintaining the Profund software/data on an on-premise, compliant server.
- Service fees apply for Profund Server move: \$1,175.
- Current system requirements to be provided if server upgrade is required.

**Hosting/Cloud**

School ERP Pro is moving to a Cloud-based model, all future enhancements and web-based functions will be included in this model. For our Profund clients migrating to School ERP Pro to qualify for this model, hosting is required.

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Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>

**Tyler's Evergreen Program** - Profund Module Licenses are transferred to School ERP Pro via Tyler's Evergreen Program which means there are no additional license fees for currently owned Profund Modules.

- The iVisions Web Portal, in its entirety, does not exist in Profund and does not fall under the Evergreen License program
- Client owns the Profund ESS Module - 40% discount applied to the iVisions Web Portal
- Annual support fees for the *iVisions Web Portal* listed on proposal.

**Profund Modules to be replace, via Evergreen:**

ACCOUNTS PAYABLE SUPPORT  
BUDGET DEVELOPMENT SUPPORT  
CASH TRACKER SUPPORT  
EMPLOYEE SELF SERVICE SUPPORT (Current support fee does not transfer)  
GENERAL LEDGER SUPPORT  
HUMAN RESOURCES SUPPORT  
PAYROLL SUPPORT  
PURCHASE ORDER SUPPORT  
REQUISITIONS SUPPORT  
STATE REPORTING NH SUPPORT  
SYSTEM MANAGER SUPPORT  
APPLICATION HOSTING SERVICES

**Non-Evergreen/Additional School ERP Pro Modules** - Additional/new School ERP Pro modules may be purchased.

- Optional (new) items, to consider, listed separately after main quote
- License, services, and annual fees apply

**Modules Included in Proposal:**

**Core Accounting w/Purchase Card bundled-** General Ledger - Budgeting, Check Manager, Bank Reconciliation, Revenue Accounting; Procurement & Payables; Payroll; User Security & Administration

**Human Resources** - Employee demographics, certificates, evaluations, contract printing, salary negotiations, and user-defined fields for sorting, selecting, and printing.

**InfoLink** - Provides a point-and-click interface to link tables for report writing.

**iVisions Web Portal** - Employee Self Service, Manager workflow access and electronic personnel action requests.

- Non-Evergreen; Required License

- Client owns Profund ESS; 40% discount applied to Web Portal

**State Reporting** - All electronic and hard copy reporting required for state retirements, other payroll & personnel requirements, fiscal budget & expenditures.

**Professional Services: Software Installation, Conversion Fees, Implementation and Project Management:**

**Conversion Hours** are used for the 3 stages of the conversion process: Initial, Cutover to Live Production and legacy

- Conversion hours are billed as incurred in half hour and full hour increments only.

- See Migration Overview Document

**Implementation Hours** are directly related to each module that you own, and are purchasing, and the amount of time it takes to train your staff on each piece. This includes mocking payroll prior to your cutover to live production.

- Implementation hours are billed as incurred in half hour and full hour increments only.

**Project Management Hours** - The role of the Project Manager, is to initiate all of the parts of the implementation through the cutover to live production: They will schedule the initial kickoff meeting, initiate the technical audit to the deployment of the software, create & manage the project schedule, assign the consultants and schedule/engage in regular status meetings; they will manage the project until all the pieces are complete and you have successfully made the transition to live production. Once the project is complete, they will hand you over to the Transitional Support team.

- Project Management hours are billed as incurred in half hour and full hour increments only.

This proposal includes the creation and conversion of 1 database.

\*Note – Inactive (History-Only) Databases are not converted to School ERP Pro.

\*\*\*\*\*

**Migration Billing Process:**

Expected Cutover to Live Production Date: January 1, 2025

**Licenses - NEW School ERP Pro Software License (NON-EVERGREEN)** - to be billed via following milestones: Total Licenses listed on

Proposal: \$5,134.00

- 25% to be billed on or after July 1, 2024: **\$1,283.50**
- 60% on the date we make the applicable software available - **\$3,080.40**
- 15% on the earlier of use of the Tyler Software in Live Production or 180 days after the available download date: **\$770.10**

**Services - Project Management, Implementation and Conversion Fees** - All implementation and conversion fees shall be **invoiced as delivered**.

- Unused time will not be billed
- Additional time, if needed, is billable
- Training is performed via remote connection with consideration given to the schedule, convenience and availability of your staff.
- Additionally, training materials are available on Tyler University for self-guided enhancement

**Annual Support Fees:**

**New Annual Support Fees for NEW School ERP Pro Software License:**

To be prorated and billed upon School ERP Pro live date: January 1, 2025

Prorated Term: January 1, 2025 thru June 30, 2025

- Renewed July 1, 2025 thru June 30, 2026

**Existing Annual Profund Support Fees:**

Profund Support fees **transfer** to School ERP Pro on July 1, 2025 at THEN current rates

\* Automatic renewal

*Note: \* Annual Profund Support Fees to be billed as according to existing schedule for the period of July 1, 2024 through June 30, 2025*

**Annual Hosting Fees:**

**Existing Annual Profund Hosting Fees**

Profund Hosting Fees **transfer** to School ERP Pro, on July 1, 2025 at THEN-Current rates

*Note: \* Annual Profund Support Fees to be billed as according to existing schedule for the period of July 1, 2024 through June 30, 2025*

\*\*\*\*\*

Core Accounting - General Ledger - Budgeting, Check Manager, Purchase Card, Bank Reconciliation, Revenue Accounting; Procurement & Payables; Payroll; User Security & Administration; HR State Reporting

Human Resources - Employee demographics, certificates, evaluations, contracts, salary negotiations, and user-defined fields.

InfoLink - Provides a point-and-click interface to link tables for report writing.

State Reporting - All electronic and hard copy reporting required for state retirements, other payroll & personnel requirements, fiscal budget & expenditures.



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to a prior license and services agreement by which Client licensed certain software products from Tyler and purchased certain services from Tyler, and Tyler provided said license and services in accordance therewith (the "Initial Agreement");

WHEREAS, Client and Tyler desire to replace the Initial Agreement with updated terms to reflect the nature of their ongoing relationship;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the entity identified in Exhibit A.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Initial Agreement"** means our prior agreement by which we licensed Tyler Software to you and performed certain services related thereto.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the

provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.

- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. Termination of the Initial Agreement.

- 1.1 As of the Effective Date, the Initial Agreement is hereby terminated by mutual agreement of the parties. The parties’ relationship shall be governed solely by the terms of this Agreement.

### 2. License Grant and Restrictions.

- 2.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 2.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 2.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 2.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

- 2.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 2.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 2.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
3. License Fees. There shall be no further license fees owed by you for the Tyler Software you licensed purchased under the Initial Agreement. Should you license additional Tyler Software through this Agreement or by subsequent amendment thereto, you agree to pay us the license fees in the amounts set forth in the applicable Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
4. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
5. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary, if any.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the



total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

#### **SECTION D – MAINTENANCE AND SUPPORT**

If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with

maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## **SECTION E – THIRD PARTY PRODUCTS**

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive

free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

## SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

- 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause

in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets; and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date of the Initial Agreement. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark

infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. **Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella**

Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. Unless otherwise expressly indicated therein, the fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of,

either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and

promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

18. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

19. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Intentionally Omitted.
Exhibit E	Hosting Services Terms
	Schedule 1: Service Level Agreement

20. Hosting Services. To the extent SaaS or Hosting services are indicated in Exhibit A, we will host the Tyler Software in accordance with the terms and conditions set forth in the Hosting Services Exhibit, attached hereto as Exhibit E, and the Service Level Agreement, attached hereto as Schedule 1 to Exhibit E.



21. License Rights Terminate Upon Migration. When Tyler makes the Tyler Software listed in the Investment Summary (the "Evergreen Modules") licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Client

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

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

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

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

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

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

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

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

Address & Contact for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address & Contact for Notices:

See Exhibit A for address and contact.



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*Tyler sales quotation follows this page.*

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:  
Quote Expiration:  
Quote Name:

Michele Richardson  
9/30/23  
Migration Proposal - Profund to School  
ERP Pro; Evergreen; Hosted to Hosted

Sales Quotation For:  
Shari Colby  
SAU 101 - Wakefield  
Unknown  
Wakefield NH 03830  
Phone: 6036520262

Student Count:424 / Cost Center:1

#### Tyler Software

Description	License	Discount	License Total	Annual Maintenance
Core Accounting	\$ 0	\$ 0	\$ 0	\$ 0
Human Resources	\$ 0	\$ 0	\$ 0	\$ 0
Info-Link	\$ 0	\$ 0	\$ 0	\$ 0
iVisions Web Suite	\$ 8,556	\$ 3,422	\$ 5,134	\$ 1,050
State Reporting	\$ 0	\$ 0	\$ 0	\$ 0
<b>TOTAL:</b>	<b>\$ 8,556</b>	<b>\$ 3,422</b>	<b>\$ 5,134</b>	<b>\$ 1,050</b>

#### Tyler Annual

Description	Annual
*****	\$ 0
Note: Annual Profund Support Fees TRANSFER to School ERP Pro at THEN	
Current Rates - See current support invoice #045-380130	\$ 0
Note: Annual Profund Hosting Fees TRANSFER to School ERP Pro at THEN	
Current Rate - See current hosting invoice #045-380130	\$ 0
*****	\$ 0
<b>TOTAL:</b>	<b>\$ 0</b>

#### Services

Description	Quantity	Price	Extended Price	Maintenance
Implementation	340	\$ 90	\$ 30,600	\$ 0
Conversions	40	\$ 90	\$ 3,600	\$ 0
Project Management	60	\$ 90	\$ 5,400	\$ 0
Software Install Services	32	\$ 90	\$ 2,880	\$ 0
<b>TOTAL:</b>			<b>\$ 42,480</b>	<b>\$ 0</b>

	One Time Fees	Recurring Fees
Summary		
Total Tyler Software	\$ 5,134	\$ 1,050
Total Annual		\$ 0
Total Tyler Services	\$ 42,480	\$ 0
Summary Total	\$ 47,614	\$ 1,050

## Comments

All services quoted herein are assumed to be delivered remote unless otherwise stated.

### Profund to School ERP Pro Migration; Evergreen; Hosted to Hosted:

NH SAU 101 - Wakefield, NH

Expected Live Date: July 1, 2025

#### Timeline from Contract Signing-to-Cutover-to-Live-Production: 12+ Months

- Spots confirmed on first come-first-serve basis

All services quoted herein are assumed to be delivered remote unless otherwise stated.

**New Annual Support and Hosting Fees** - Annual Support and Hosting fees listed on this Investment Summary are for **new** modules and/or services only and charged *in addition to existing annual fees*.

**Existing Annual Support and Hosting Fees** - In addition to the *new annual support (for new modules purchased)*, the **Profund Support and Hosting fees are transferred to School ERP Pro, at THEN-Current rates on the July 1 following your cutover to School ERP Pro**. Your **NEW Annual fee** will include existing fees PLUS new fees listed on this investment summary

- See current rates - 23/24 Invoice #045-380130 (typically 5% annual increase)

**Profund Data** - Client owns the Profund Software and Data. Once migrated to School ERP Pro, the district will be responsible for maintaining the Profund software/data on an on-premise, compliant server.

- Service fees apply for Profund Server move: \$1,175.
- Current system requirements to be provided if server upgrade is required.
- Profund annual support will be inactivated

**Profund Currently Hosted** - If currently hosted, current Profund hosting fees transfer to School ERP Pro

Tyler will continue to host your Profund Data, for *History-Only* purposes, at no additional fee, for 2 year after School ERP Pro cutover to live production.

- As discussed with client (IT Dir Eric Haley), additional time may be granted, within reason, if additional time is needed for server purchase and preparation (MLR).

- After that time, the district will be responsible for maintaining the Profund software/data on an on-premise, compliant server.
- Service fees apply for Profund Server move: \$1,175.
- Current system requirements to be provided if server upgrade is required.

### Hosting/Cloud

School ERP Pro is moving to a Cloud-based model, all future enhancements and web-based functions will be included in this model. For our Profund clients migrating to School ERP Pro to qualify for this model, hosting is required.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>

**Tyler's Evergreen Program** - Profund Module Licenses are transferred to School ERP Pro via Tyler's Evergreen Program which means there are no additional license fees for currently owned Profund Modules.

- The iVisions Web Portal, in its entirety, does not exist in Profund and does not fall under the Evergreen License program
- Client owns the Profund ESS Module - 40% discount applied to the iVisions Web Portal
- Annual support fees for the *iVisions Web Portal* listed on proposal.

### Profund Modules to be replace, via Evergreen:

ACCOUNTS PAYABLE SUPPORT  
BUDGET DEVELOPMENT SUPPORT  
CASH TRACKER SUPPORT  
EMPLOYEE SELF SERVICE SUPPORT (Current support fee does not transfer)  
GENERAL LEDGER SUPPORT  
HUMAN RESOURCES SUPPORT  
PAYROLL SUPPORT  
PURCHASE ORDER SUPPORT  
REQUISITIONS SUPPORT  
STATE REPORTING NH SUPPORT  
SYSTEM MANAGER SUPPORT  
APPLICATION HOSTING SERVICES

**Non-Evergreen/Additional School ERP Pro Modules** - Additional/new School ERP Pro modules may be purchased.

- Optional (new) items, to consider, listed separately after main quote
- License, services, and annual fees apply

**Modules Included in Proposal:**

**Core Accounting w/Purchase Card bundled:** General Ledger - Budgeting, Check Manager, Bank Reconciliation, Revenue Accounting; Procurement & Payables; Payroll; User Security & Administration

**Human Resources** - Employee demographics, certificates, evaluations, contract printing, salary negotiations, and user-defined fields for sorting, selecting, and printing.

**InfoLink** - Provides a point-and-click interface to link tables for report writing.

**iVisions Web Portal** - Employee Self Service, Manager workflow access and electronic personnel action requests.

- Non-Evergreen; Required License

- Client owns Profund ESS; 40% discount applied to Web Portal

**State Reporting** - All electronic and hard copy reporting required for state retirements, other payroll & personnel requirements, fiscal budget & expenditures.

**Professional Services: Software Installation, Conversion Fees, Implementation and Project Management:**

**Conversion Hours** are used for the 3 stages of the conversion process: Initial, Cutover to Live Production and legacy

- Conversion hours are billed as incurred in half hour and full hour increments only.

- See Migration Overview Document

**Implementation Hours** are directly related to each module that you own, and are purchasing, and the amount of time it takes to train your staff on each piece. This includes mocking payroll prior to your cutover to live production.

- Implementation hours are billed as incurred in half hour and full hour increments only.

**Project Management Hours** - The role of the Project Manager, is to initiate all of the parts of the implementation through the cutover to live production: They will schedule the initial kickoff meeting, initiate the technical audit to the deployment of the software, create & manage the project schedule, assign the consultants and schedule/engage in regular status meetings; they will manage the project until all the pieces are complete and you have successfully made the transition to live production. Once the project is complete, they will hand you over to the Transitional Support team.

- Project Management hours are billed as incurred in half hour and full hour increments only.

This proposal includes the creation and conversion of 1 database

\*Note – Inactive (History-Only) Databases are not converted to School ERP Pro.

Expected Cutover to Live Production Date: **July 1, 2025**

Timeline from Contract-to-Cutover-to-Live-Production: 10+ months.

- Migrations are scheduled on a first-come-first-serve basis and require an executed contract

- Cutover to Live Production can be done at the beginning of any quarter

- We are currently scheduling into October 2024 and beyond

**Migration Billing Process:**

**Licenses** - NEW School ERP Pro Software License (NON-EVERGREEN) - to be billed via following milestones: Total Licenses listed on

Proposal: **\$5,134.00**

- 25% to be billed on or after **July 1, 2024**: **\$1,283.50**

- 60% on the date we make the applicable software available - **\$3,080.40**

- 15% on the earlier of use of the Tyler Software in Live Production or 180 days after the available download date: **\$770.10**

**Services** - Project Management, Implementation and Conversion Fees - All implementation and conversion fees shall be **invoiced as delivered**.

- Unused time will not be billed

- Additional time, if needed, is billable

- Training is performed via remote connection with consideration given to the schedule, convenience and availability of your staff.

- Additionally, training materials are available on Tyler University for self-guided enhancement

**Support Fees:**

**New Annual Support Fees for NEW School ERP Pro Software:**

To be billed upon School ERP Pro live date: **July 1, 2025**.

- Term July 1 thru June 30

- Auto renew

**Existing Annual Profund Support Fees:**

Profund Support fees transfer to School ERP Pro on **July 1, 2025** at THEN current rates.

- Term July 1 thru June 30

- Auto renew

**Hosting Fees:**

**Existing Annual Profund Hosting Fees**

Profund Hosting Fees transfer to School ERP Pro, on **July 1, 2025** at THEN-Current rates.

- Term July 1 thru June 30

- Auto renew



## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 License Fees: License fees will be invoiced on the milestones indicated in Exhibit A.
- 1.2 Maintenance and Support Fees: Fees for the Initial maintenance and support term, commencing on the expected live date indicated in Exhibit A (hereafter, the "Expected Live Date") and ending the following June 30<sup>th</sup>, are due upon the Expected Live Date. Your fees for the initial term may be prorated. Year 2 maintenance and support fees, at our then-current rates, are payable upon the end of the initial maintenance term, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.
- 1.3 Hosting Fees: Your initial Hosting Fees, for the period commencing on the Expected Live Date and ending the following June 30<sup>th</sup>, are due upon the Expected Live Date. Your fees for the initial term may be prorated. Subsequent annual Hosting Fees are due annually in advance.

2. Professional Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

**1. Air Travel**

**A. Reservations & Tickets**

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

**B. Baggage Fees**

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## **Exhibit C**

### **Maintenance and Support Agreement**

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Expected Live Date and ends the following June 30<sup>th</sup>. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. Maintenance and Support Fees. Your Year One maintenance and support fees for the Tyler Software are comprised of those listed in the Investment Summary and the maintenance and support fees applicable to the Migration modules during the initial maintenance term as indicated above, and your payment obligations are set forth in the Invoicing and Payment Policy provided those fees payable for the Migration Modules will be paid pursuant to the existing agreement for Tyler Profund software support. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



## **Exhibit C**

### **Schedule 1**

### **Support Call Process**

### **Support Channels**

Tyler Technologies, Inc. provides the following channels of software support\*:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

\* Channel availability may be limited for certain applications.

### *Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

### **Support Availability**

#### *Standard Support*

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

### *Support Outside of Standard Times*

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## **Issue Handling**

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.

- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





## Exhibit D

Intentionally omitted.



## Exhibit E Hosting Services

*Tyler Hosting Services (also referred to as SaaS Services) for the Tyler Software will be provided subject to the following terms and conditions.*

### SECTION A – DEFINITIONS

- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Hosting Fees"** means the fees for the SaaS Services identified in the Investment Summary. Hosting Fees may also be referred to as SaaS Fees.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services may also be referred to as Hosting Services. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the Service Level Agreement. A copy of our current SLA is attached hereto as Schedule 1.

### SECTION B – SAAS SERVICES APPLICABLE TO TYLER SOFTWARE

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Exhibit C of the Agreement. The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(1). We will make any such software available to you for download.
2. Hosting Fees. You agree to pay us the annual Hosting Fees. Your annual Hosting Fees for the initial

SaaS Services term are comprised of those listed in the Investment Summary and the annual Hosting Fees applicable to the Migration modules, if any, during the initial SaaS Services Term as indicated below. Those amounts are payable in accordance with Exhibit B. The Hosting Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section I(1) of the Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement.

3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. SaaS Services.

5.1. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

5.2. You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

5.3. Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours

from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

5.4. In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

5.5. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

5.6. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

5.7. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

5.8. We provide secure Data transmission paths between each of your workstations and our servers.

5.9. Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

5.10. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – SAAS TERM AND TERMINATION of SAAS SERVICES**

1. Term. The term for Tyler SaaS Services will commence on the Expected Live Date and end the following June 30<sup>th</sup>. Thereafter, the term will renew automatically for additional one (1) year terms at our then-current Hosting Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your right to access or use the SaaS Services will terminate at the end of the term for SaaS Services.
2. Failure to Pay Hosting Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of the Hosting Fees. If you fail to timely pay the Hosting Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.



## **Exhibit E**

### **Schedule 1**

### **Service Level Agreement**

#### **I. Agreement Overview**

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

#### **III. Service Availability**

##### **a. Your Responsibilities**

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

##### **b. Our Responsibilities**

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

#### IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

# Technology Committee

- Update
- Discussion
  - Going to keep our meeting times
  - Norma to schedule send all future meetings
- Decision

## Goal

Acknowledge achievements, discuss difficulties, brainstorm solutions, appoint next steps and deadlines ...

## Agenda

- Go Guardian / Software / Using Clever
  - ALMA-one point data entry
  - The plan is to push software through Clever
  - Student data privacy-agreements
  - Software to be vetted and approved
- Library
- Future insurance forms/broken devices/ lifecycle of devices
  - This will be on the Tech plan
- Loaner schedule?
  - Subcommittee (Tarah/Norma/Aisilyn)
- Integrating lesson plans
- Facebook/website
- Budget - laptop cases/covers (would this provide an incentive for students to make their laptops “theirs” for better long-term care)
- Possible location for small studio? Big picture ... space to record audio, video, greenscreen, news etc.

## Next Steps



- Technology Plan-Norma (draft)
  - Life Cycle for devices'
  - Screen issues
- Tarah and Norma to set up a meeting to discuss loaner schedule and additional carts
  - Open library
  - Expectations for students
  - How students can communicate with Tech/Library about issues
- Standardization for devices
- Facebook
  - Michelle Naughton (check-in)
- Tarah- website
  - Standard compliance site
  - Centerpiece for communication (Entrato)
- Support for teachers
  - Blocking time for teacher support on a specific day

*Category: Priority/Required by Law*

*Related Policies: DI, DID, DJ, DJC, DJE, DJF & DK  
See also: ADB, EFAA, EHB, JICI & JRA*

## **Administration of Federal Grant Funds**

The Board accepts federal funds, which are available, provided that there is a specific need for them and that the required matching funds are available. The Board intends to administer federal grant awards efficiently, effectively and in compliance with all requirements imposed by law, the awarding agency and the New Hampshire Department of Education (NHDOE) or other applicable pass-through entity.

This policy establishes the minimum standards regarding internal controls and grant management to be used by the District in the administration of any funds received by the District through Federal grant programs as required by applicable NH and Federal laws or regulations, including, without limitation, the UGG.

The Board directs the Superintendent or Business Administrator to develop, monitor, and enforce effective administrative procedures and other internal controls over federal awards as necessary in order to provide reasonable assurances that the District is managing the awards in compliance with all requirements for federal grants and awards. Systems and controls must meet all requirements of federal and/or law and regulation and shall be based on best practices.

The Superintendent is directed to assure that all individuals responsible for the administration of a federal grant or award shall be provided sufficient training to carry out their duties in accordance with all applicable requirements for the federal grant or award and this policy.

To the extent not covered by this Policy, the administrative procedures and internal controls must provide for:

1. identification of all federal funds received and expended and their program source;
2. accurate, current, and complete disclosure of financial data in accordance with federal requirements;
3. records sufficient to track the receipt and use of funds;
4. effective control and accountability over assets to assure they are used only for authorized purposes; and
5. comparison of expenditures against budget.

### **DAF-1 ALLOWABILITY**

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives and the specific terms and conditions of the grant

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award.

**A. Cost Principles:** Except whether otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

1. Be “necessary” and “reasonable” for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.
  - a. To determine whether a cost is “reasonable”, consideration shall be given to:
    - i. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
    - ii. the restraints or requirements imposed by such factors as sound business practices, arm’s length bargaining, Federal, State, local, tribal and other laws and regulations;
    - iii. market prices for comparable goods or services for the geographic area;
    - iv. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
    - v. whether the cost represents any significant deviation from the established practices or Board policy which may increase the expense. While Federal regulations do not provide specific descriptions of what satisfied the “necessary” element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need and can prove it.
  - b. When determining whether a cost is “necessary”, consideration may be given to whether:
    - i. the cost is needed for the proper and efficient performance of the grant program;
    - ii. the cost is identified in the approved budget or application;
    - iii. there is an educational benefit associated with the cost;
    - iv. the cost aligns with identified needs based on results and findings from a needs assessment; and/or
    - v. the cost addresses program goals and objectives and is based on program data.
  - c. A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received.
2. Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the Federal award.
3. Be consistent with policies and procedures that apply uniformly to both Federally-

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financed and other activities of the District.

4. Be afforded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
5. Be determined in accordance with generally accepted accounting principles.
6. Be representative of actual cost, net of all applicable credits or offsets.

The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to/or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

7. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.

8. Be adequately documented:

- a. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated;
- b. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

**B. Selected Items of Cost:** The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

**C. Cost Compliance:** The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant.

**D. Determining Whether A Cost is Direct or Indirect:**

1. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; and infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program, etc.).

2. "Indirect costs" are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all the following conditions are met:

- a. Administrative or clerical services are integral to a project or activity.
- b. Individuals involved can be specifically identified with the project or activity.
- c. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
- d. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by NHDOE or the pass-through entity (Federal funds subject to 2 C.F.R Part 200 pertaining to determining indirect cost allocation).

**E. Timely Obligation of Funds:** Obligations are orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

The following are examples of when funds are determined to be "obligated" under applicable regulation of the U.S. Department of Education:

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When the obligation is for:

1. Acquisition of property – on the date which the District makes a binding written commitment to acquire the property.
2. Personal services by an employee of the District – when the services are performed.
3. Personal services by a contractor who is not an employee of the District – on the date which the District makes a binding written commitment to obtain the services.
4. Public utility services – when the District received the services.
5. Travel – when the travel is taken.
6. Rental of property – when the District uses the property.
7. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E – Cost Principles – on the first day of the project period.

**F. Period of Performance:** All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance. The period of performance is dictated by statute and will be indicated in the Grant Award Notification (“GAN”). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period of carry over. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is substantially approved, unless an agreement exists with NHDOE or the pass-through entity to reimburse for pre-approval expenses.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all obligations incurred under the award not later than forty-five (45) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consistently, the District shall closely monitor grant spending throughout the grant cycle.

## **DAF-2 CASH MANAGEMENT AND FUND CONTROL**

Payment methods must be established in writing that minimize the time elapsed between the drawdown of federal funds and the disbursement of those funds. Standards for funds control and accountability must be met as required by the Uniform Guidance for advance payments and in accordance with the requirements of NHDOE or other applicable pass-through-entity.

In order to provide reasonable assurance that all assets, including Federal, State, and local

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funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the Superintendent shall implement internal controls in the area of cash management.

The District's payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury or the NHDOE (pass-through entity) and disbursement by the District, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The District shall use forms and procedures required by the NHDOE, grantor agency or other pass-through entity to request payment. The District shall request grant fund payments in accordance with the provisions of the grant. Additionally, the District's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The is authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the District uses a cash advance payment method, the following standards shall apply:

- A. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.
- B. The District shall make timely payment to contractors in accordance with contract provisions.
- C. To the extent available, the District shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- D. The District shall account for the receipt, obligation and expenditure of funds.
- E. Advance payments shall be deposited and maintained in insured accounts whenever possible.
- F. Advance payments will be maintained in interest bearing accounts unless the following apply:
  - 1. The District receives less than \$120,000 in Federal awards per year.
  - 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
  - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
  - 4. A foreign government or banking system prohibits or precludes interest bearing

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accounts.

G. Pursuant to Federal law and regulations, the District may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System ("PMS") through an electronic medium using either Automated Clearing House ("ACH") network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds.

### **DAF-3 PROCUREMENT**

All purchases for property and services made using federal funds must be conducted in accordance with all applicable Federal, State and local laws and regulations, the Uniform Guidance, and the District's written policies and procedures.

Procurement of all supplies, materials equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, District policies, and procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall also conform to the provisions of the District's documented general purchase policy DJ. The District avoids situations that unnecessarily restrict competition and avoids acquisition of unnecessary or duplicative items. Individuals or organizations that develop or draft specifications, requirements, statements of work, and/or invitations for bids, requests for proposals, or invitations to negotiate, are excluded from competing for such purchases. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made to lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

Contracts are awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration is given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. No contract is awarded to a contractor who is suspended or debarred from eligibility for participation in federal assistance programs

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or activities.

Purchasing records are sufficiently maintained to detail the history of all procurements and must include at least the rationale for the method of procurement, selection of contract type, and contractor selection or rejection; the basis for the contract price; and verification that the contractor is not suspended or debarred.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

**A. Competition:** All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

1. unreasonable requirements on firms in order for them to qualify to do business;
2. unnecessary experience and excessive bonding requirements;
3. noncompetitive contracts to consultants that are on retainer contracts;
4. organizational conflicts of interest;
5. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement; and/or
6. any arbitrary action in the procurement process.

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services, the pre-qualified list must include enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list as requested.

**B. Solicitation Language:** The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which

unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

**C. Procurement Methods:** The District shall utilize the following methods of procurement:

1. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the extent practicable, the District shall distribute micro-purchase equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

2. Small Purchases (Simplified Acquisition)

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$250,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

3. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to \$250,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$250,000.

- a. In order for sealed bidding to be feasible, the following conditions shall be present:
  - i. a complete, adequate, and realistic specification or purchase description is available;
  - ii. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
  - iii. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

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- b. When sealed bids are used, the following requirements apply:
- i. Bids shall be solicited in accordance with the provisions of State law and Policy DJE. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
  - ii. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
  - iii. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
  - iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
  - v. The Board reserves the right to reject any and all bids for sound documented reason.
  - vi. Bid protests shall be handled pursuant to the process set forth in DAF-3.I.

#### 4. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one sources submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

- a. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
- b. Proposals shall be solicited from an adequate number of sources.
- c. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
- d. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

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### 5. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- a. the item is available only for a single source;
- b. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; and/or
- d. after solicitation of a number of sources, competition is determined to be inadequate.

**D. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:** The District must take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**E. Contract/Price Analysis:** The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000 (i.e., the Simplified Acquisition/Small Purchase limit), including contract modifications. (See 2 CFR 200.323(a)). A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

**F. Time and Materials Contracts:** The District shall use a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls, and otherwise performs in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**G. Suspension and Disbarment:** The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance/ and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensure. A person so excluded is suspended. (See 2 CFR Part 180 Subpart G).

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (See 2 CFR Part 180 Subpart H).

The District shall not subcontract with or award sub-grants to any person or company who is debarred or suspended. For contracts over \$25,000 the District shall confirm that the vendor

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is not debarred or suspended by either checking the Federal government's System for Award Management ("SAM"), which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov) (which replaced the former Excluded Parties List System or EPLS); or collecting a certification from the vendor. (See 2 CFR Part 180 Sub part C).

Documentation that debarment/suspension was queried must be retained for each covered transaction as part of the documentation required under DAF-3, paragraph J. This documentation should include the date(s) queried and copy(ies) of the SAM result report/screen shot, or a copy of the or certification from the vendor. It should be attached to the payment backup and retained for future audit review.

#### **H. Additional Requirements for Procurement Contracts Using Federal Funds:**

1. For any contract using Federal funds under which the contract amount exceeds the upper limit for Simplified Acquisition/Small Purchases (see DAF-3.C.2), the contract must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties. (See 2 CFR 200, Appendix II(A)).
2. For any contract using Federal funds under which the contract amount exceeds \$10,000, it must address the District's authority to terminate the contract for cause and for convenience, including the manner by which termination will be effected and the basis for settlement. (See 2 CFR 200, Appendix II(B)).
3. For any contract using Federal funds under which the contract amount exceeds \$150,000, the contract must include clauses addressing the Clean Air Act and the Federal Water Pollution Control Act. (See 2 CFR 200, Appendix II(G)).
4. For any contract using Federal funds under which the contract exceeds \$100,000, the contract must include an anti-lobbying clause, and require bidders to submit Anti-Lobbying Certification as required under 2 CFR 200, Appendix II (J).
5. For each contract using Federal funds and for which there is no price competition, and for each Federal fund contract in which a cost analysis is performed, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's past performance, and industry profit rates in the surrounding geographical area for similar work. (See 2 CFR 200.323(b)).
6. The District must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, to the greatest extent practicable. This requirement applies whether the District is purchasing the products directly or when the products are purchased by third parties on the District's behalf (e.g. subcontractor, food service management companies, etc.). It also generally applies to all purchases, even those below the micro-purchase threshold, unless otherwise stipulated by the Federal awarding agency. See also additional "Buy American" provisions in DAF-4.C regarding food service procurement.

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7. The District may not use Federal funds to procure, obtain, or enter into or renew a contract to procure or obtain equipment, services, or systems which substantially use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation, or any of their subsidiaries.

**I. Bid Protest:** The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

**J. Maintenance of Procurement Records:** The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and records regarding disbarment/suspension queries or actions. Such records shall be retained consistent with District policy EHB.

#### **DAF-4 PROCUREMENT – ADDITIONAL PROVISIONS PERTINENT TO FOOD SERVICE PROGRAM**

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts: (7 CFR Sec. 210.21, 215.14a, 220.16)

**A. Mandatory Contract Clauses:** The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor 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;

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2. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
3. 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;
4. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;
5. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
6. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
7. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

**B. Contracts with Food Service Management Companies:** Procedures for selecting and contracting with a food service management company shall comply with guidance provided by the NHDOE, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts.

**C. "Buy American" Requirement:** Under the "Buy American" provision of the National School Lunch Act (the "NSLA"), school food authorities (SFAs) are required to purchase, to the maximum extent practicable, domestic commodity or product. As an SFA, the District is required to comply with the "Buy American" procurement standards set forth in 7 CFR Part 210.21(d) when purchasing commercial food products served in the school meals programs. This requirement applies whether the District is purchasing the products directly or when the products are purchased by third parties on the District's behalf (e.g., food service management companies, group purchasing cooperatives, shared purchasing.). Under the NSLA, "domestic commodity or product" is defined as an agricultural commodity or product that is produced or processed in the United States using "substantial" agricultural commodities that are produced in the United States. For purposes of the act, "substantial" means that over 51 percent of the final processed product consists of agricultural



commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowable under this provision as territories of the United States. 1.Exceptions: The two main exceptions to the Buy American requirements are: a)The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or b)Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. 2.Steps to Comply with Buy American Requirements: In order to help assure that the District remains in compliance with the Buy American requirement, the [\_\_\_\_ Superintendent \_\_\_\_/Officer/Food Service Director], shall) Include a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposals, purchase orders, etc.); b)Monitor contractor performance; c)Require suppliers to certify the origin of the product; d) Examine product packaging for identification of the country of origin; and) Require suppliers to provide specific information about the percentage of U.S. content in food products.

#### **DAF-5 CONFLICT OF INTEREST AND MANDATORY DISCLOSURES**

The District complies with the requirements of State law and the Uniform Guidance for conflicts of interest and mandatory disclosures for all procurements with federal funds.

Each employee, board member, or agent of the school system who is engaged in the selection, award or administration of a contract supported by a federal grant or award and who has a potential conflict of interest must disclose that conflict in writing to the Superintendent or Business Administrator, who, in turn, shall disclose in writing any such potential conflict of interest to NHDOE or other applicable pass-through-entity.

A conflict of interest would arise when the covered individual, any member of his/her immediate family, his/her partner, or an organization, which employs or is about to employ any of those parties has a financial or other interest in or received a tangible personal benefit from a firm considered for a contract. A covered individual who is required to disclose a conflict shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Covered individuals will not solicit or accept any gratuities, favors, or items from a contractor or a party to a subcontractor for a federal grant or award. Violations of this rule are subject to disciplinary action.

The Superintendent shall timely disclose in writing to NHDOE or other applicable pass-through-entity, all violations of federal criminal law involving fraud, bribery, or gratuities potentially effecting any federal award. The Superintendent shall fully address any such violations promptly and notify the Board with such information as is appropriate under the circumstances (e.g., taking into account applicable disciplinary processes).

#### **DAF-6 INVENTORY MANAGEMENT - EQUIPMENT AND SUPPLIES PURCHASED WITH FEDERAL FUNDS**

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Equipment and supplies acquired (“property” as used in this policy DAF-6) with federal funds will be used, managed, and disposed of in accordance with applicable state and federal requirements. Property records and inventory systems shall be sufficiently maintained to account for and track equipment that has been acquired with federal funds. In furtherance thereof, the following minimum standards and controls shall apply to any equipment or pilferable items acquired in whole or in part under a Federal award until such property is disposed in accordance with applicable laws, regulations and Board policies:

**A. “Equipment” and “Pilferable Items” Defined:** For purposes of this policy, “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the District for financial statement purposes. “Pilferable items” are those items, *regardless of cost*, which may be easily lost or stolen, such as cell phones, tablets, graphing calculators, software, projectors, cameras and other video equipment, computer equipment and televisions.

**B. Records:** The Superintendent or Business Administrator shall maintain records that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

**C. Inventory:** No less than once every two years, the Superintendent or Business Administrator shall cause a physical inventory of all equipment and pilferable items must be taken and the results reconciled with the property records at least once every two years. Except as otherwise provided in this policy DAF 6, inventories shall be conducted consistent with Board Policy DID.

**D. Control, Maintenance and Disposition:** The Superintendent shall develop administrative procedures relative to property procured in whole or in part with Federal funds to:

1. prevent loss, damage, or theft of the property; Any loss, damage, or theft must be investigated;
2. to maintain the property and keep it in good condition; and
3. to ensure the highest possible return through proper sales procedures, in those instances where the District is authorized to sell the property.

#### **DAF-7 TRAVEL REIMBURSEMENT – FEDERAL FUNDS**

The Board shall reimburse administrative, professional and support employees, and school officials, for travel costs incurred in the course of performing services related to official

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business as a federal grant recipient.

For purposes of this policy, “travel costs” shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a federal grant recipient.

School officials and district employees shall comply with applicable Board policies and administrative regulations established for reimbursement of travel and other expenses.

The validity of payments for travel costs for all district employees and school officials shall be determined by the Superintendent or Business Administrator.

Travel costs shall be reimbursed on a mileage basis for travel using an employee’s personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the district’s non-federally funded activities, and in accordance with the district’s travel reimbursement policies and administrative regulations.

Mileage reimbursements shall be at the rate approved by the Board or Board policy for other district travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by Board policy, or, in the absence of such policy, the federal General Services Administration for federal employees for locale where incurred.

All travel costs must be presented with an itemized, verified statement prior to reimbursement.

In addition, for any costs that are charged directly to the federal award, the Superintendent or Business Administrator shall maintain sufficient records to justify that:

- A. Participation of the individual is necessary to the federal award.
- B. The costs are reasonable and consistent with Board policy.

#### **DAF-8 ACCOUNTABILITY AND CERTIFICATIONS**

All fiscal transactions must be approved by the Superintendent or Business Administrator who can attest that the expenditure is allowable and approved under the federal program. The Superintendent or Business Administrator submits all required certifications.

#### **DAF-9 TIME-EFFORT REPORTING / OVERSIGHT**

The Superintendent will establish sufficient oversight of the operations of federally supported activities to assure compliance with applicable federal requirements and to ensure that program objectives established by the awarding agency are being achieved. The District will submit all reports as required by federal or state authorities.

As a recipient of Federal funds, the District shall comply with the Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements for Federal Awards. Section 200.430 of the Code of Federal Regulations requires certification of effort to document salary expenses charged directly or indirectly against Federally-sponsored projects. This process is intended to verify the compensation for employment services, including salaries and wages, is allocable and properly expended, and that any variances from the budget are reconciled.

**A. Compensation:** Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 CFR 200.431 Compensation – fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:

1. is reasonable for the services rendered, conforms to the District's established written policy, and is consistently applied to both Federal and non-Federal activities; and
2. follows an appointment made in accordance with the District's written policies and meets the requirements of Federal statute, where applicable.

**B. Time and Effort Reports:** Time and effort reports shall:

1. be supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. be incorporated into the official records of the District;
3. reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of the compensated activities;
4. encompass both Federally assisted and other activities compensated by the District on an integrated basis;
5. comply with the District's established accounting policies and practices;
6. support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two (2) or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

The District will also follow any time and effort requirements imposed by NHDOE or other pass-through entity as appropriate to the extent that they are more restrictive than the Federal requirements. The Superintendent or Business Administrator is responsible for the collection and retention of employee time and effort reports. Individually reported data will be made available only to authorized auditors or as required by law.

#### **DAF-10 GRANT BUDGET RECONCILIATION**

Budget estimates are not used as support for charges to Federal awards. However, the District may use budget estimates for interim accounting purposes. The system used by the District to

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establish budget estimates produces reasonable approximations of the activity actually performed. Any significant changes in the corresponding work activity are identified by the District and entered into the District's records in a timely manner.

The District's internal controls include a process to review after-the-fact interim charges made to a Federal award based on budget estimates and ensure that all necessary adjustments are made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

**Legal References:**

*2 C.F.R. Part 180*

*2 C.F.R. Part 200*

*200.305; 200.313(d); 200.317-.326; 200.403-.406; 200.413(a)-(c); 200.430;  
200.431; 200.458; 200.474(b)*

*200 Appendix II*

*7 CFR Part 210*

*210.16; 210.19; 210.21; 215.14a; 220.16*

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## SUICIDE PREVENTION AND RESPONSE

The School Board is committed to protecting the health, safety and welfare of its students and school community. This policy supports federal, state and local efforts to provide education on youth suicide awareness and prevention; to establish methods of prevention, intervention, and response to suicide or suicide attempt ("postvention"); and to promote access to suicide awareness, prevention and postvention resources.

**A. District Suicide Prevention Plan and Biennial Review.** The District shall maintain a coordinated written District Suicide Prevention Plan (the "Plan") to include guidelines, protocols and procedures with the objectives of prevention, risk assessment, intervention and response to youth suicides and suicide attempts.

1. Specific Requirements for Plan Terms: The District Suicide Prevention Plan shall include terms relating to:

- a. Suicide prevention (risk factors, warning signs, protective factors, referrals);
- b. Response to in-or-out-of-school student suicides or suicide attempts (postvention, suicide contagion);
- c. Student education regarding safe and healthy choices, coping strategies, recognition of risk factors and warning signs of mental disorders and suicide; and help seeking strategies;
- d. Training of staff, designated volunteers, and contracted personnel on the issues of youth suicide risk factors, warning signs, protective factors, response procedures, referrals, post-intervention and resources available within the school and community;
- e. Confidentiality considerations;
- f. Designation of any personnel, in addition to District Suicide Prevention Coordinator and Building Suicide Prevention Liaison, to act as points of contact when students are believed to be at an elevated risk of suicide;
- g. Information regarding state and community resources for referral, crisis intervention, and other related information;
- h. Dissemination of the Plan or information about the Plan to students, parents, faculty, staff, and school volunteers;
- i. Promotion of cooperative efforts between the District and its schools and community suicide prevention program personnel;

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- j. Such include such other provisions deemed appropriate to meet the objectives of this Policy (e.g., student handbook language, reporting processes, "postvention" strategies, memorial parameters, etc.).
- 2. Biennial Review: No less than once every two years, the Superintendent, in consultation [with the District Suicide Prevention Coordinator and Building Suicide Prevention Liaisons \_\_\_\_\_ and] with input and evidence from community health or suicide prevention organizations, and District health and guidance personnel, shall update the District Suicide Prevention Plan, and present the same to the Board for review. Such Plan updates shall be submitted to the Board in time for appropriate budget consideration.

**B. Suicide Prevention Coordinator and Liaisons.**

- 1. District Suicide Prevention Coordinator. [The Superintendent or designee shall appoint the District Suicide Prevention Coordinator, who, under the direction of the Superintendent shall be responsible for:
  - a. developing and maintaining cooperative relationships with and coordination efforts between the District and community suicide prevention programs and personnel;
  - b. annual updating of (i) State and community crisis or intervention referral intervention information, and (ii) names and contact information of Building Suicide Prevention Liaisons, for inclusion in student handbooks and on the District's website;
  - c. developing - or assisting individual teachers with the development - of age appropriate student educational programing, such that all students receive information in the importance of safe and healthy choices and coping strategies, recognizing risk factors and warning signs of mental disorders and suicide in oneself and others, and providing help-seeking strategies for oneself or others, including how to engage school resources and refer friends for help;
  - d. developing or assisting in the development of the annual staff training required under section C of this policy;
  - e. Such other duties as referenced in this Policy or as assigned by the Superintendent.
- 2. Building Suicide Prevention Liaison. The [name position \_\_\_\_\_], or, in his/her absence, the building principal, shall be designated as the Building Suicide Prevention Liaison, and shall serve as the in building point-of-contact person when a student is believed to be at an elevated risk for suicide. Employees who have reason to believe a student is at risk of suicide, or is exhibiting risk factors for suicide, shall report that information to the Building Liaison, who shall, immediately or as soon as possible, establish and implement a response plan with the District Suicide Prevention Coordinator.

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- C. **Annual Staff Training.** The Superintendent shall assure that beginning with the 2020-21 school year, all school building faculty and staff, designated volunteers, and any other personnel who have regular contact with students, including contracted personnel or third-party employees, receive at least two hours of training in suicide awareness and prevention. Such training may include such matters as youth suicide risk factors, warning signs, protective factors, intervention, response procedures, referrals, and postvention and local resources.
- D. **Dissemination.** Student handbooks and the District's website will be updated each year with the contact information for the Building Suicide Prevention Liaisons, State and community crisis or intervention referral intervention resources. The District Suicide Prevention Plan will be made available on the District's, and each school's respective websites.
- E. **Student Identification Cards.** The National Suicide Prevention Lifeline shall be labeled on student identification cards and include the telephone number; National Suicide Prevention Lifeline 988. Prior to the start of each school year, the Superintendent shall certify that the contact information for the National Suicide Prevention Lifeline is accurate and up to date.

**Legal References:**

RSA 193-J: Suicide Prevention Education

RSA 193-J:2-a: Suicide Prevention; Public School Identification Cards

**Other Resources:**

The New Hampshire Department of Education's Bureau of Student Wellness, Office of Social and Emotional Wellness (OSEW), provides resources and technical assistance to school districts to work collaboratively with their community to respond to the needs of students through a multi-tiered system of support for behavioral health and wellness. For further information see: [www.nhstudentwellness.org](http://www.nhstudentwellness.org)

American Foundation for Suicide Prevention (AFSP) - <https://www.afsp.org>

Suicide Prevention Resource Center - <http://www.sprc.org>

The National Suicide Prevention Lifeline - <https://www.suicidepreventionlifeline.org>

The Trevor Project - <https://www.thetrevorproject.org>

**Legal References Disclaimer:** These references are not intended to be considered part of this policy, nor should they be taken as a comprehensive statement of the legal basis for the Board to enact this

[Type here]

Mary Collins, Chairman  
Robert DeColfmacker, Vice Chairman  
Sandrea Taliaferro  
Bob Ouellette  
Brennan Peaslee

Adopted by the Board:



Certified Staff Nomination			
Name	Title	Effective Date	Salary
Frances Wadsworth	3rd Grade Teacher	11/13/2023	\$53,641.00

Staff New Hire FYI			
Name	Title	Effective Date	Salary
John Baniewicz	ABA Tutor	11/6/2023	\$21.18

Resignations			
Name	Title	Effective Date	Salary

Retirements			
Name	Title	Effective Date	Salary