

Agenda Worksheet

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

Date: Tuesday October 1, 2024 6:30pm

School Board Goal Workshop 5:45pm

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

2. AGENDA REVIEW

3. PRESENTATIONS, PUBLIC HEARINGS

PTA

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

5. NON-PUBLIC; RSA 91-A;3 II (C)

6. REPORTS

- a. Student Services
- b. Superintendent Report
- c. Enrollment Report

7. CONSENT AGENDA

- a. AP Manifest- Batch #44818, \$173.31; Batch #44826, \$954.04; Batch #44835, \$4,134.78; Batch #44864, \$64,322.89; Batch #44880, \$1,898.54; Batch #44873, \$3,458.36; Batch #44908, \$5,653.87
- b. Payroll Manifest- Batch #44857, \$1,554.51; Batch #44822, \$58,091.31; Batch #44903, \$259.12; Batch #44911, \$1,979.02; Batch #44867, \$205,119.87

8. MEETING MINUTES

- a. WSB Non Public Minutes 9.17.24
- b. WSB Public Minutes 9.3.24
- c. WSB Public Minutes 9.17.24

9. OLD BUSINESS

- a. Public Comments in meeting minutes
- b. Transportation Committee Update

10. NEW BUSINESS

- a. AREA Agreement Agenda and Date

11. NOMINATIONS/HIRES/RESIGNATIONS

Amy Nason

12. FOLLOW-UP

Public Comment questions from 9/17/24 board meeting
Board requests from 9/17/24 board meeting

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

14. NON-PUBLIC; RSA 91-A;3 II (C)

15. ADJOURNMENT: PM

Upcoming: The next Wakefield School Board meeting will be held October 17, 2024

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

WE CAN DO THIS!!! FOOD WITH INTEGRITY.
COMMUNITY STARTS HERE! -25% TASTY

DO GOOD WITH CHIPOTLE



CHIPOTLE FUNDRAISER FOR PAUL SCHOOL PTA

25% OF EVENT SALES GET DONATED TO THE CAUSE

SATURDAY, OCTOBER 12TH | 5-9PM
826 CENTRAL AVE # 15, DOVER, NH, 03820

ORDER ONLINE FOR PICKUP USING CODE YZVP3FL
OR SHOW THIS FLYER IN RESTAURANT



For online orders to count towards the fundraiser, they must be placed for pickup only from the restaurant location of, and during the hours of, the fundraiser. Delivery orders and gift cards do not qualify. \$150 minimum event sales required to receive any donation.

Wakefield Paul School

PTA WPSHLIST



Scan Me!

Wakefield* Paul School* PTA

Name: _____

Address: _____

Phone: _____

Child's Grade: _____

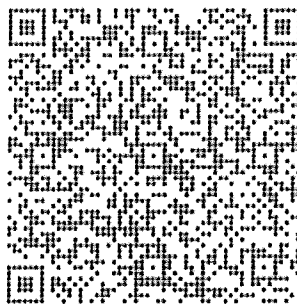
Circle please- Teacher, Parent, Guardian, Administration

\$10 PTA Dues Once a Year

Please Circle- Cash, Check, Venmo, Cheddar up

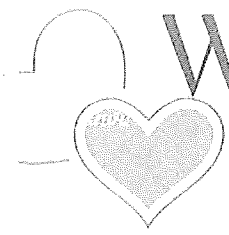
Please Join us the First Thursday
of the Month 3:30pm @ Paul
School library !

Hope to See you there!



venmo





WAKEFIELD PTA

TAX ID# 02-0444459



To Whom This may concern:

The Wakefield PTA is hosting events for the upcoming year as well as a raffle calendar & Breakfast with the Easter Bunny!

As a valued local business and community leader, we are writing to ask for your support providing a Donation to support us.

Your participation as a sponsor or cash donation, or donation will help ensure that The Wakefield PTA anticipate reaching 500+ students and families through this event. It is part of a nationwide effort by PTA to help all children reach their full potential through family-school partnerships

Don't miss this chance to support families in our community and help all children reach their full potential. We look forward to your participation.

We will follow-up this request with a phone call or visit. In the meantime, if you have any questions or need further details, please contact

Our PTA at

Wakefieldpaulschoolpta@gmail.com

**To send in the mail it would be 60 Taylor Way
Sanbornville NH 03872**

Sincerely,

THE PTA

Student Services Report: October 1, 2024
Carol Keenan, Director of Student Services

1. Every Student. Every Day. Whatever It Takes.
2. Enrollment Data includes the following:
 - A.) Paul Elementary School = 84 students on IEPs
 - B.) Spaulding High School = 32 students on IEPs
 - C.) Bud Carlson Academy High School = 2 students on IEPs
 - D.) Kingswood Regional High School = 3 students on IEPs
 - E.) Out of District = 4 students on IEPs
3. Two new students to Paul Elementary School on IEPs:
 - A.) 2 from Rochester, NH
4. New Special Education Referrals = 1 student
5. Special Education Disabilities include the following:
 - A.) Autism = 13 students
 - B.) Development Delay = 15 students
 - C.) Emotional Disability = 4 students
 - D.) Intellectual Disability = 4 students
 - E.) Other Health Impairment = 31 students
 - F.) Specific Learning Disability = 41 students
 - G.) Speech Language Impairment = 17 students
6. Section 504 Accommodation Plans at Paul School = 23 students
7. Section 504 Accommodation Plan Referrals = 1 student
8. Wakefield School District Current NHDOE Compliance Data = 92%!!
9. New Updates/Student Success Stories:

Our Newly Designed Partner Program is a huge success! Thanks to our stellar new teacher Beth Corbett, our highly skilled paraprofessionals; John Brideau, Sean Gallipo, Max Gehring, Kristina King, Jaden McKellar, and our amazing BCBA Matt Pizzi. On a daily basis, I am amazed, impressed, and SO very thankful to all of them for having embraced our Newly Designed Partner Program with enthusiasm, dedication, and professionalism. Seeing our students mainstreamed in ELA and Math classes, in the halls, in the cafeteria for lunch, and outside at recess with their grade level peers is exactly what is going to excel our students' academic and social growth!!

Superintendent Report
Wakefield School District
October 1, 2024

We have had a busy September, and it is hard to believe we have our second full month of school! :

- Budget season is upon us, and our department heads have been great at working on their budgets and getting them to the SAU in a timely fashion. Last week we had our first budget committee meeting, and it seemed to go very well. We are on target to have a draft budget to present to the board, and will share our timeline at the next board meeting.
- The Rochester Superintendent Ararloza will be reaching out to me soon with a date they are proposing for an area agreement board meeting which is typically in October. Board members should get any agenda items they would like to see on the agenda to me so that I can send it over to Rochester once we get a proposed date.
- Our professional development committee is beginning to review the revisions to our professional development plan for the state. Our first meeting is September 25th. We are looking at a plan that embeds our professional development throughout the year within our own learning communities, focusing on the data analyzed this summer to determine literacy targets.
- Our first half day of this school year we started off with the SAU holding a cookout for lunch for the staff to celebrate the beginning of our school year. It was very nice to have an opportunity for all to have lunch with each other and have collegial conversations with their peers. Facilitators were trained during that afternoon to assist with facilitating the data talks we will be having for the remaining early release days this year. The data we look at will be not only standardized assessments but "format assessment" such as looking at student work with benchmarked project dates to determine interventions.
- As part of our embedded professional development and academic coaching, teachers have begun to visit and complete peer observations in classrooms. They have been able to see instructional best practices in action and gone back to their classrooms to implement them. Teachers are excited and looking forward to utilizing these visits and resources as the year progresses.
- We would like to send a huge shout out to Brandon Balsler for all he does to ensure that students are learning how to play games well, together, interact with each other in a good sportsmanship way, strategies for resolving conflict, and providing great video tutorials of games we can play with our students at recess! All these things are in addition to our regular PE classes, and our school wide sports!
Thank you, Brandon!!!
- And finally, Mrs. Libby would like to share how proud she is at how Vera Keating and Essie Skelly have done since school began. They are wonderful role models for our class. They always make great choices, and they are very kind, respectful, and responsible.

Respectfully Submitted

Anne L. Kebler
Superintendent of Schools

Paul School Enrollment Report

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
LP	15									
K	30									
1	33									
2	40									
3	39									
4	47									
5	63									
6	55									
7	46									
8	45									
Total	0	413	0	0	0	0	0	0	0	0

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High School Enrollment Report

	Sept	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Spaulding	172									
Kingswood	14									
Bud Carlson	9									
Brewster	1									
Total	196	0	0	0	0	0	0	0	0	0

WAKEFIELD SCHOOL DISTRICT

Manual AP CHECK REGISTER

Report # 65970

Check Batch: 44818
 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	
44818	90359	08/30/2024	175	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	0.00	173.31	
Totals:						0.00	\$173.31

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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

Robert DeColfmacher

Robert DeColfmacher, School Board Chairman

Bob Ouellette

Bob Ouellette, School Board Vice Chairman

Mary Collins

Mary Collins, School Board Member

Sandrea Taliaferro, School Board Member

Brennan Peaslee, School Board Member

Carlene Stewart

Carlene Stewart, Treasurer

Frank Markiewicz

Frank Markiewicz, Business Administrator

1 Check Listed.

WAKEFIELD SCHOOL DISTRICT

Manual AP CHECK REGISTER

Report # 65989

Check Batch: 44826
 Check Header: (N/A)
 Check Numbers: (First) - (Last)
 Check Dates: (Earliest) - (Latest)
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 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
44826	90360	09/05/2024	834	WASTE MGMT OF NH-ROCHESTER	0.00	954.04
Totals:					<u>0.00</u>	<u>\$954.04</u>

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WAKEFIELD SCHOOL DISTRICT Manual AP CHECK REGISTER

Report # 65989

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

Robert DeColfinacker
Robert DeColfinacker, School Board Chairman

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Mary Collins
Mary Collins, School Board Member

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Sandra Taliaferro, School Board Member

Brennan Peaslee, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Frank Markiewicz
Frank Markiewicz, Business Administrator

1 Check Listed.

WAKEFIELD SCHOOL DISTRICT

Manual AP CHECK REGISTER

Report # 66005

Check Batch: 44835
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 Check Numbers: (First) - (Last)
 Check Dates: (Earliest) - (Latest)
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 Check Authorization Code: AP
 Minimum Check Amount: \$0.00
 Sorted By:
 Include Payable Information: No
 Include Payable Dist Information: No
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
44835	90361	09/06/2024	669	EVERSOURCE	0.00	4,134.78
Totals:					0.00	\$4,134.78

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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

Robert DeCunzio
Robert DeCunzio, School Board Chairman

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Mary Collins
Mary Collins, School Board Member

Sandrea Taliaferro, School Board Member

Brennan Peaslee, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Frank Markiewicz
Frank Markiewicz, Business Administrator

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1 Check Listed.

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 66099

Check Batch: 44864
 Check Header: (N/A)
 Check Numbers: (First) - (Last)
 Check Dates: (Earliest) - (Latest)
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 Check Authorization Code: AP
 Minimum Check Amount: \$0.00
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 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
44864	23610	09/13/2024	9690	ACAPELLA TECHNOLOGIES, LLC	0.00	3,500.00
	23611	09/13/2024	310	AMAZON BUSINESS	0.00	2,114.67
	23612	09/13/2024	9749	BRUNELLE, GEORGIA	0.00	169.00
	23613	09/13/2024	2918	COLLINS SPORTS CENTER	0.00	3,071.75
	23614	09/13/2024	958	CONSOLIDATED COMMUNICATIONS	0.00	307.31
	23615	09/13/2024	1402	FRESH PICKS CAFE, LLC	0.00	480.00
	23616	09/13/2024	9752	HAWTHORNE EDUCATIONAL SERVICES, INC.	0.00	5,525.00
	23617	09/13/2024	375	HUSSEY SEATING COMPANY	0.00	1,500.00
	23618	09/13/2024	1753	JACKIE JAKUBEC	0.00	860.59
	23619	09/13/2024	9753	KAZI'S FINE LINES	0.00	995.00
	23620	09/13/2024	9718	Kent Communications Systems, LLC	0.00	740.53
	23621	09/13/2024	9651	LCI Flooring LLC	0.00	921.28
	23622	09/13/2024	9720	Lindsay Hurley	0.00	55.20
	23623	09/13/2024	9649	MICROSOFT CORPORATION	0.00	26.00
	23624	09/13/2024	1993	MONARCH SCHOOL OF NEW ENGLAND	0.00	1,576.04
	23625	09/13/2024	1366	NEW ENGLAND CENTER FOR CHILDREN	0.00	21,370.95
	23626	09/13/2024	506	PIONEER MECHANICAL	0.00	977.50
	23627	09/13/2024	9716	Play With A Purpose	0.00	1,523.05
	23628	09/13/2024	9750	Poly Menders Kipp & Kipp	0.00	1,750.00
	23629	09/13/2024	9398	QUAVER ED, INC	0.00	1,800.00
	23630	09/13/2024	708	SCHOOL HEALTH CORPORATION	0.00	190.05
	23631	09/13/2024	9585	ST CHARLES SCHOOL	0.00	4,047.24
	23632	09/13/2024	762	STRAFFORD LEARNING CENTER	0.00	5,742.34
	23633	09/13/2024	1675	THE HOME DEPOT CREDIT SERVICES	0.00	218.55
	23634	09/13/2024	9191	TORRES, LUIS	0.00	525.28
	23635	09/13/2024	9260	UNIVERSITY OF OREGON	0.00	400.00
	23636	09/13/2024	9669	VOYA BENEFITS COMPANY	0.00	2,086.38
	23637	09/13/2024	2164	W.B. MASON COMPANY	0.00	1,849.18

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount
Totals:					0.00	\$64,322.89

WAKEFIELD SCHOOL DISTRICT - SCHOOL BOARD AND SUPERINTENDENT
APPROVALS

Robert DeColfmaeker
Robert DeColfmaeker, School Board Chairman

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Mary Collins
Mary Collins, School Board Member

Sandra Taliaferro, School Board Member

Brennan Peaslee, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Frank Markiewicz
Frank Markiewicz, Business Administrator

28 Checks Listed.

WAKEFIELD SCHOOL DISTRICT

Manual AP CHECK REGISTER

Report # 66137

Check Batch: 44880
 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
44880	90363	09/17/2024	9608	BMO HARRIS BANK N.A.	0.00	1,898.54
Totals:					0.00	\$1,898.54

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WAKEFIELD SCHOOL DISTRICT Manual AP CHECK REGISTER

Report # 66137

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

Robert DeCunha
Robert DeCunha, School Board Chairman

Bob Ouellette
Bob Ouellette, School Board Vice Chairman

Mary Collins
Mary Collins, School Board Member

Sandra Taliaferro, School Board Member

Brennan Peaslee, School Board Member

Carlene Stewart
Carlene Stewart, Treasurer

Frank Markiewicz
Frank Markiewicz, Business Administrator

1 Check Listed.

WAKEFIELD SCHOOL DISTRICT

Manual AP CHECK REGISTER

Report # 66124

Check Batch: 44873
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 Check Numbers: (First) - (Last)
 Check Dates: (Earliest) - (Latest)
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 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
44873	90362	09/16/2024	1706	CHARTER COMMUNICATIONS	0.00	3,458.36
Totals:					0.00	\$3,458.36

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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


 Robert DeColimackey, School Board Chairman



 Bob Ouellette, School Board Vice Chairman


 Mary Collins, School Board Member

Sandrea Taliaferro, School Board Member

Brennan Peaslee, School Board Member


 Carlene Stewart, Treasurer


 Frank Markiewicz, Business Administrator

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1 Check Listed.

WAKEFIELD SCHOOL DISTRICT AP CHECK REGISTER

Report # 66219

Check Batch: 44908
 Check Header: (N/A)
 Check Numbers: (First) - (Last)
 Check Dates: (Earliest) - (Latest)
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 Check Authorization Code: AP
 Minimum Check Amount: \$0.00
 Sorted By:
 Include Payable Information: No
 Include Payable Dist Information: No
 Include Authorization Information: Yes

Batch #	Check #	Check Date	Vendor Code	Vendor Name	Electronic Amount	Check Amount	
44908	23638	09/23/2024	310	AMAZON BUSINESS	0.00	35.87	
	23639	09/23/2024	9754	Bears Playgrounds	0.00	4,358.00	
	23640	09/23/2024	9612	LEGENBRE, DIANE	0.00	1,260.00	
Totals:						0.00	\$5,653.87

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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

Robert DeColomacke

Robert DeColomacke, School Board Chairman

Bob Ouellette

Bob Ouellette, School Board Vice Chairman

Mary Collins

Mary Collins, School Board Member

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Sandra Taliaferro, School Board Member

Brennan Peaslee, School Board Member

Carlene Stewart

Carlene Stewart, Treasurer

Frank Markiewicz

Frank Markiewicz, Business Administrator

3 Checks Listed.

Wakefield School Board Public Minutes

September 3, 2024

Held in the Multi-Purpose Room

Draft



BOARD MEMBERS		ADMINISTRATORS	
Robert DeColfmacker, Chair	✓	Anne Kebler, Superintendent	✓
Bob Ouellette, Vice Chair	✓	Frank Markiewicz, BA via Zoom	✓
Mary Collins	✓	Carol Keenan, Student Services Director	✓
Brennan Peaslee	✓	Norma DiRocco, Principal	
Sandrea Taliaferro	✓	Ivy Levitt-Carlson, Assistant Principal	

Others Present: Katie Howard, Elizabet Howard, Scott Gaudet, Relf Fogg and Max Gehring of ClearView TV.

Mr. DeColfmacker led those present in the salute to the flag at 6:29.

Agenda Review

Add Judith Nason Trust Fund to New Business.

Presentations, Public Hearings

None

Public Comment

Mr. Fogg told the Board they shouldn't have waived the policy to put transportation out to bid. He said there are companies that are able to provide services that would have probably bid for one year. He said the Board was manipulated into a three year contract which he called coercion. He said this will double the expenses for the district without voter consent. He explained the purpose of budgeting. He said the Board failed the taxpayers. He knows of one company who would have bid and come in at least 33% lower than \$660,000 using our buses and drivers. He said he heard that the buses were worth \$2,000-\$5,000 which is a theft of taxpayers dollars. He told the Board they would probably see a petition warrant article on the ballot this year if not a recall through the courts.

Reports

Transportation

Mrs. Kebler said the third week of June we had an audit begin with Trooper Skelly from the Department of Transportation. Within hours he grounded three buses two with tire issues and one with a serious brake issue. All buses were out of compliance because none were inspected in March. She said we were told that they were all set but they were not. She spoke with Trooper

Hildreth on the 25th and asked when he would come back to finish the audit. He said he was in the middle of rostering season, making sure drivers were compliant and would be unable to get that done in time for our drivers to be rostered for our summer program and doubted that he could get it done for the beginning of the school year. He asked what the district was considering doing and she told him we are looking at contracted services and he said that would be his recommendation. He said he knows the status of Wakefield transportation for the last five years and you'd be better off with a contracted service where the company that knows exactly what they're supposed to do.

On that day Mrs. Kebler received a call from a bus driver who had gone to get her school bus certificate renewed and she was denied because she wasn't rostered. Mrs. Kebler called the DOT and found out our bus drivers had not been rostered all year. DOT does not call to let the district know drivers aren't rostered. She said she needs drivers in two weeks to transport for mandated students. The DOT said we would have to prove the drivers have had ten hours of training in order to get them rostered which we could not do. The two hour CPR training done by the Transportation Director was never certificates issued. The bus driver said they did do the training on June 6th. We did pay for that training to be done for the drivers as well as the teachers.

Mrs. Kebler said once we found out our drivers weren't rostered we let the drivers know. The us we purchased a year and a half ago still had a Maine inspection sticker. VIR's were not completed on a regular basis, The drivers indicated they followed the direction of their director. My response to them was, you have a CDL license and you're responsible for completing all the required documentation. They are partly responsible but she did feel sorry and is happy they have jobs. Mrs. Kebler asked Mrs. Peaslee what else they spoke about. Mrs. Peaslee said tires, breaks and inspection are what put us out of service and VIR's put us out of compliance and puts the drivers out and then you spoke about summer school and contracting out. Mrs. Kebler said there will be an update when they know the status of the buses.

Mr. Gaudet said he had a question. Mr. DeColfmacker said it would be a comment as we're not taking questions. He said he was curious how we got to summer school. He said we had 2 ½ months to get some brakes and tires done and bus inspections and ten hours of training. He wonders how that could not be done.

Student Services

Current Staffing includes the following:

6 Case Managers (+ 1 Vacancy), 24 Paraprofessionals/ABA Tutors, 3 Part-Time Psychologists
2 Part-Time Speech Therapists, 1 Speech Language Assistant, 2 Part-Time Occupational
Therapists, 1 Part-Time Physical Therapist, 1 ESOL Teacher (English for Speakers of Other
Languages), 2 Part-Time BCBA's (Board Certified Behavior Analysis).

Enrollment Data includes the following:

Paul Elementary School = 82 students on IEPs, Spaulding High School = 38 students on IEPs,
Kingswood Regional High School = 4 students on IEPs, Out of District = 5 students on IEPs
Three new students to Paul Elementary School on IEPs: 1 from Ossipee, NH, 1 from Greenland,
NH and 1 from Denver, CO. New Special Education Referrals = 1 student

Special Education Disabilities include the following: Autism = 13 students, Development Delay = 14 students, Emotional Disability = 5 students, intellectual Disability = 4 students, Multiple Disabilities = 1 student, Other Health Impairment = 36 students, Specific Learning Disability = 41 students, Speech Language impairment = 15 students. Section 504 Accommodation Plans at Paul School = 21 students 8. Section 504. Accommodation Plan Referrals = 5 students

New Updates include the following: Case Managers to attend LEA Training with NHSEA, Paras to attend Professional Development on Early Release Days, Classroom teachers to be provided with PRIM-4 resource 10.

Wakefield School District Current NHDOE Compliance Data= 87%. We are measured by the DOE and 87% is very good.

Superintendents Report

The Paul School started its school year on Monday, August 26th . It was wonderful to see all the staff return on August 21st, and there were some great conversations that occurred during those first two days. The third day was dedicated to classroom set up. As a staff we continue to believe that ALL students can learn when provided with the appropriate support. Our focus for the two days in working with staff was working on developing strategies to help provide interventions in the classroom setting which allow all students to succeed in their classrooms.

On Thursday, August 22nd, our keynote speaker Katie Pagnotta presented "Using Positive Relationships and Trauma-Responsive Approaches to Guide Effective Interventions" Katie has held various roles in public schools such as school counselor, mental health therapist and educational coach. She has a great deal of experience working in PreK-8 school settings and has a great perspective of what a classroom environment looks like and the hard work teachers put into helping our students learn. She is the author of "Empowered by The Human Design, Utilizing the BBARS of Excellence Framework to Foster Student and Educator success. We are emphasizing the importance of building strong relationships with our students as we enter the beginning of the 2024 - 2025 school year

We have expanded the role of our grant funded teachers Elayne Ellis and Penny Huckins. Utilizing both Title I and Title II grant money Elayne has added to her role Academic Coaching, and Penny has taken on the role of Professional Development Coordinator. During the first two days they worked with our staff around what our data tells us about our literacy instruction, our strengths and areas for growth. Using this data staff developed their personal and school professional development goals for the year.

Our focus continues to be literacy, as we believe that all members of our educational staff have a role to play in developing literacy skills. Embedded professional development will be developed and coordinated by Penny and Elayne in collaboration with our building administrators. We are all very excited to have been provided with the extra early release days this year as we will be dedicating this time to analyzing student data to include not only our standardized testing but more importantly our students' work. It is this data that helps have the necessary conversations we need to have around best instructional practice.

We were very lucky to have retained most of our staff this year and feel very fortunate in having been able to hire the teachers we needed and many new paraprofessional staff members to support our students. As is well known, we have gone to a contracted service (First Student) for transportation this year. A summary of transportation developments is being shared with the transportation committee meeting and board this evening. I don't think there is a year that goes by that there are glitches in the school district's transportation during the first week of school, but we feel confident that we have made a good decision with the direction we have gone most importantly for the safety of our students and efficiency for our families.

I am looking forward to an exciting year for the Paul School students, and our high school students as well. We wish them well.

Mrs. Kebler added that the only vacancy we didn't fill was third grade teacher that means there are 20 students each in the two third grade classrooms, which is not ideal but doable.

She said she couldn't make the 250th birthday party but is very proud of the 5th grade. She said she heard it was wonderful. She also said there are plans underway to do some things for Wakefield's 250th Birthday. Mrs. Collins gave a summary of the governors visit and the events at the ballfield. Leftover food went to the school and food pantry. The craft fair for 68 Hours of Hunger will be held this coming Saturday and some leftover food will be served there. Ms. Keenan mentioned that the Lions Club held signs of encouragement in several areas of Sanbornville on the first day of school. Mr. DeColfmacker gave a shout out to the Lions Club who helped make Children, parents and staff feel special.

Consent Agenda

Mrs. Collins made a motion, seconded by Mr. Ouellette, to approve the Consent Agenda. (Vote 3-2)

Meeting Minutes

Mrs. Collins made a motion, seconded by Mr. Ouellette, to approve the non public minutes of 8-13-24. (Vote 5-0)

Mrs. Collins made a motion, seconded by Mr. Ouellette, to approve the public minutes of 8-6-24. (Vote 5-0)

Mrs. Collins made a motion, seconded by Mr. Ouellette, to approve the public minutes of 8-13-24. (Vote 5-0)

Mrs. Collins made a motion, seconded by Mr. Ouellette, to approve the public minutes of 8-20-24 public. (Vote 5-0)

New Business

High school Lottery 2025/26

Letters were sent out to parents on August 29th. They letters of intent are due back on September 10th. The lottery will be a drawing of names. There are nine spots available for the next school year.

Wakefield School Board Scholarship Essay Prompt

Mrs. Collins suggested using, “Who would you like to have a conversation with from the past and what would you talk about?” The rest of the Board will email their suggestions for prompts to Mrs. Roy by September 11th to be placed in the packet.

Judy Nason Scholarship

Mrs. Kebler said the Trustees asked that it be made clear that the family wants the scholarship to go to a student going on to a college. She was also told that Mrs. Nason’s husband wants to know when it gets low so he can add money to the Trust. There is \$10,244 in the Trust. Mrs. Kebler recommends a yearly \$500 scholarship. She said a committee should be formed with the recommendations coming from the family and the Trustees.

Mrs. Collins made a motion, seconded by Mrs. Peaslee, to approve and accept the Non-Judicial Settlement Agreement of the Judith Nason Memorial Expendable Trust Fund. (Vote 5-0)

Nominations/Hires/Resignations

Dawn Stone as a paraprofessional FYI

Mrs. Collins made a motion, seconded by Mr. Ouellette, to accept Nicholas Gorman’s resignation with regret. (Vote 5-0)

Mrs. Collins made a motion, seconded by Mr. Ouellette, to accept Robin Fifield’s retirement with regret and congratulations. (Vote 5-0)

Follow Up

Mrs. Kebler said she is working with the Behavioral Health Team to give a presentation to the Board on October 1st. She said they give Clearview TV the calendar of meetings. Due to a shortage of staff Clearview was unable to video some of the summer meetings. Mrs. Taliaferro asked if the school could do a Webex of a zoom if the videographers are busy. Mrs. Kebler said we were never informed when we weren’t going to have someone from Clearview so we’d have to come up with a communication system. Mr. DeColfmacker said he is waiting to hear from the attorney for the Area Agreement to get back to his with a cost. Mrs. Collins will send Mr. DeColfmacker a contact from a school district that went through this process.

Public Comment

Ms. Howard asked who is supposed to show up on Teacher Workshop days and what happens. She also asked about the ESSER grant. She said she knows someone who has requested one and hasn’t heard back. She wanted to know about the buses for field trips as the PTA helps fund the transportation. Mrs. Taliaferro asked if we’d have those answers at the next Board meeting. Mr. Fogg said the Board needs to consider what they’ve done because it there is a warrant article on the ballot that commands the district to keep our buses inhouse and you’ve disposed of them you’ve betrayed the trust of the voters. He said six new tires were purchased and sent to DiPrizos and haven’t been put on the buses.

Non Public

Mrs. Collins made a motion, seconded by Mr. Ouellette, to enter non public at 7:21 under RSA 91-A;3II (c). Roll call: Taliaferro aye, DeColfmacker aye, Collins aye, Ouellette aye, Peaslee aye.

The Board reentered public session at 7:50.

Adjournment

**Mrs. Collins made a motion, seconded by Mr. Ouellette, to adjourn the meeting at 7:50.
(Vote 5-0)**

Respectfully submitted for approval at the next School Board meeting,

Priscilla Colbath
School Board Secretary



Wakefield School Board Public Minutes

September 17, 2024

Held in the multi-Purpose Room

Draft

BOARD MEMBERS		ADMINISTRATORS	
Robert DeColfmacker, Chair	✓	Anne Kebler, Superintendent	✓
Bob Ouellette, Vice Chair	✓	Frank Markiewicz, BA via Zoom	✓
Mary Collins	✓	Carol Keenan, Student Services Director	✓
Brennan Peaslee	✓	Norma DiRocco, Principal	✓
Sandrea Taliaferro	✓	Ivy Levitt-Carlson, Assistant Principal	

Others Present: Katie Roy, Scott Gaudet, Susan Gaudet, John T Powers Jr., Heather Powers, Joel Jewell, Relf Fogg, Nicole Dolaher, Brad Davis, Nichole Cuevas, and Max Gehring of ClearView TV.

Mr. DeColfmacker led those present in the salute to the flag at 6:00.

Agenda Review

Superintendent Endorsement

Mr. DeColfmacker congratulated Mrs. Kebler for working hard to secure her Superintendent Endorsement. A round of applause was given for her accomplishments.

Mrs. Taliaferro asked why the Board got the Transportation information at the Board meeting and not in the packet. Mrs. Kebler said she hadn't been asked to do it until after the packets were done.

Presentations, Public Hearings

Public Hearing – Paving 76 Taylor Way

Mr. Davis said this hearing is for the additional \$6,000 from the Paving Trust Fund that was needed to fix the unexpected drainage repair, which was extremely corroded with sink holes, This had to be repaired before paving. There are now three new catch basins. The total cost of the project was \$71,000.

Mrs. Collins made a motion, seconded by Mr. Ouellette to approve the \$6,000 for the paving of 76 Taylor Way.

Mr. Davis said that there was originally \$75,000 in the Trust Fund. The Board approved the use of \$65,000 and I'm requesting an additional \$6,000. Mr. Ouellette asked if the Board needed another public hearing to pull the additional \$6,000 from the Trust. Mrs. Collins said no, because

a trustee told her that we already approved the project. Mr. Ouellette questioned the fact that the first public hearing was for \$65,000. Mrs. Taliaferro suggested having the public hearing to cover ourselves as we ask for a specific amount when we have a public hearing. It was said that Public Hearings need to be posted. Mr. Markiewicz stated, when asked, that he recommended having a public hearing for the additional override. Mr. Ouellette concurred. It was discovered that a public hearing had already been posted for this meeting.

Mr. DeColfmacker opened the public hearing at 6:08. Mr. Fogg said that Public Hearing is stated on the agenda. Ms. Roy asked where Taylor Way is. Mr. DeColfmacker said the road in front of the school.

Mr. DeColfmacker closed the public hearing at 6:13.

(Vote 5-0)

PTA Update

Nicole Dolaher President, Katie Roy Secretary and Nicole Cuevas Treasurer (Missing were Christina Nicastro Vice President and Erica Major secretary) filled the Board in on their accomplishments from the past years and their goals for the coming year. They thanked the school and community for their support. They just had a third grade appreciation day. They do one grade a month.

They also supply snacks for children who don't have them. They have a carnival coming up with a color run. They will be serving Spaghetti dinners tomorrow night at the open house. They will be having dances once a month this year and have coordinated their events with Parks and Rec. The classrooms will be doing fundraising as field trips will be more expensive this year.

They will be having a read-a-thon where community members volunteer to read in classrooms. The police chief and firemen along with the Lions Club members have agreed to read to students. They have changed their meeting times to 3:30 so teachers can attend. They will be doing tagging at the Fall Festival in East Wakefield. It only costs \$10 to become a member and members don't have to attend every event but that helps the PTA. Amazon Wishlist was very well received and they got many donations. They would like electricity for lighting in the building where the school has let them store their many supplies.

They have been able to organize that space so its workable for now. Mr. Ouellette said for \$500 they could have solar installed and that would give them plenty of light. He is happy to give them more information. Mr. Ouellette asked if they had found a place to hold meetings. She said they tried the library and the opera house and it just didn't work out so they're using the school library.

Public Comment

Mrs. Powers read the following:

Thank you for the opportunity to speak. This has been very hard on my family, but it has been a relief to hear from different faces in the community thanking me for sharing my perspective and experiences.

What's happened to our children's transportation is a tragedy. We are no longer in control of our children's immediate safety. And if you run into a problem or issue, you cannot get help or assistance from our school or SAU office. You will now be given a canned statement and a phone number to call the contractor.

We've also significantly harmed our position as an employer. We promised our drivers we would support them and make sure they had what they needed to be successful, here, in our town, in THEIR town. We recklessly, and apparently illegally, waived established school district policy without following the district's own policy on how to waive a policy. Let's be honest; no one goes looking for a job working for a hypocrite.

And now we are facing a nearly \$1,000,000 annual contract (not including fuel, apparently) for a corporation whose primary goal is to make as big a profit as possible. Let's not forget that the administration knowingly gave our buses to the corporate entity trying to take over our transportation, and this administration is waiting for a reply from our school district transportation's competitor to let us know how much they are worth so we can sell our buses to them. Wow. That sounds way worse when I say it out loud.

As a member of this community, I will make myself available to whomever takes over our transportation department so that we can return to the path of success. In the meantime, I ask that the board consider the following actions:

1. Get our assets back to Rochester Truck so they can complete the maintenance already scheduled, plus anything else that they might find like tires that are approaching minimum tread depth, rotted components, check engine lights, etc. Rochester Truck already has our bus certificate stickers, which would be applied after successful inspections
2. Then bring our assets back to Paul School and place them under our own security and not those that would benefit from the failure of our transportation department.
3. Hire back the current drivers. They can be used for field trips and sporting events whereas they do not need to be rostered. They would need their CDL, Passenger Endorsement, and valid medical card. This will also keep the buses running so they don't deteriorate rapidly or suffer from fuel gelling in the injector system.
4. Pursue bringing back the Spaulding Bus, also known as "the late bus" to drive from Spaulding back to Wakefield. This would also allow the buses to operate so they don't sit and deteriorate rapidly.
5. To keep expensive injector repairs away, establish a routine to ensure every bus makes a run on the Spaulding turnpike to prevent buildup and blockage. This was one of the most expensive issues I encountered as the transportation director. The buses need to make a long run on

occasion. Otherwise, they tend to start throwing trouble codes and gelling up. As I recall, one bus that idled around town and didn't leave Wakefield needed over \$13,000 in injector repairs to get back in service. We should try to prevent that cost from occurring again.

6. Bringing back the district's bus trainer and providing training to the drivers once a month will allow them to get the needed continuing education hours for rostering. The drivers could be rostered by June for the 2025-2026 school year as well as summer school.

If we do not act quickly, we will miss out on whatever opportunity we may have to:

-Honor and respect the will of the voters, and

-to pursue what's in the best interest of our children and the educational system we put them in, and

Show recent, current, and maybe even future employees that this is a safe, stable, and supportive environment to work and learn in.

I want to take a moment to thank the professional and paraprofessional staff and administration of the Paul School for their support and guidance. Being given the knowledge of how important transportation is to the flow of the day helped me understand their position better and how it affected the students. Their cooperation and support helped us achieve regular harmony between their Schedules and that of the buses.

I will close by expressing my extreme gratitude to ALL of our drivers. Even now, they continue to be respectful! and patient, allowing all of this to play out even though they have strong concerns and opinions that differ at times. They're stuck in the middle of all of this. Some are afraid of retaliation. Others fear consequences from their current employer. Regardless, their dedication and efforts were invaluable to the success of the transportation department even prior to my employment. They, too, deserve to see that their efforts were not in vain.

Mrs. Powers passed out a letter to the Board from Rochester Truck and that will be available at the SAU.

Mrs. Dolaher said that at 7:00pm last Saturday a bus was sitting in front of the school. The windows and door were open and no one was around. She also said she was behind a bus yesterday going to East Wakefield and she felt it was exceeding the speed limit.

Mr. Powers read the following:

It is my understanding that I only have five minutes to express my concerns, so I'll be as direct and brief as possible.

We moved to Wakefield five years ago. We have no desire to become public figures and have no use for drama. We are here because we answered a call for service to the community; to offer

help when help was needed. And because we have a vested interest in the success of the school district.

And you, the school board. Our elected representatives. I think we can agree that we have a diverse representation of our community sitting on the board right now. And I get it; we have all of these rules and laws to protect people, keep everything as private as possible, and not reveal any personally identifying information. As someone who trusts and believes in openness, facts, and justice, I found this extremely challenging while researching issues such as this.

I can only imagine how difficult it is for you, regardless of why you're sitting up there right now. Maybe you joined the board because you had a specific interest that you wanted to make sure it was preserved or established within the school district. Something that you felt would be a great benefit to this community. Or maybe you're just somebody who had been watching the meetings or hearing stories of our school district troubles, and got that urge, that calling to serve your community and do what you can to help us out of troubles and perhaps even move towards something greater than what we have.

Regardless, I think we can all agree that we are all in a very difficult position. Even Matt the attorney is likely contemplating at what point he would need to part ways with our SAU's administration so he can defend the school district and board that hired him.

That's right, the divisions and fissures are evident and clearly visible from this side of the table. I think we can agree that most everyone here is emotionally charged in some manner. But we need to find the strength to set some of that aside so we can find common ground to stabilize our school district's condition so we can begin to repair it.

Since we are not allowed to establish a dialogue with our elected officials, I beg that the representatives that our community members elected will consider the following as part of their duty to initiate damage control measures and stabilize this tonight:

1. Since the school board's Attorney has indicated that the school board itself cannot perform investigations, reach out to the New Hampshire Municipal Association, Municipal Resources Inc. out of Plymouth, New Hampshire, or HRS Consulting to request investigative resources to review the current issues, report any risks or liabilities to the board, and show the community that has elected you that you do hear our voices and that you are interested in obtaining the answers that we desperately need to help our educational system.
2. As you read in Heather's letter, she was let go due to undefined "inconsistencies". Rather than use the same approach with the superintendent and business administrator, place the superintendent and business administrator on paid administrative leave pending the investigation. Then, seek a temporary or interim superintendent and business administrator to keep the SAU

office functioning during the investigation. NHMA, MRI, or HRS Consulting should be able to assist you with this as well.

3. Assign someone within your ranks to get our property back from first student. Get the buses to Rochester Truck so they can perform the needed maintenance to get them back on the road. You were led astray. Those buses are not as bad as you've been told; Not after we've spent over \$60,000 to get them roadworthy already.

4. Hire a temporary-to-full-time transportation coordinator to get our transportation services back under our SAU. Voters from both sides of the aisle approved vast sums of money to take back control over such services by breaking off from Milton's SAU. What's happening right now defies the voters' will, unless you've legitimately queried the community to see if the sentiment has changed and have proof that such significant changes are desired by the majority. By the social media content I was able to read before censorship prevailed, I'm not convinced they've changed their minds about this.

5. Establish a committee. I mean, that's what the government does, right? When there's a huge problem that requires a vast array of unique perspectives and resources, we form a committee to pool it all together and generate a plan or a path or identify options to choose from. Make it diverse. Have a teacher. Have a para. Have a driver. Have a custodian. Have a specialized educator. Have an admin. Have various community members with starkly contrasting backgrounds. Let's see what we as a community can come up with for solutions. Let's face it, you were appointed to be our representatives. But that does not mean we expect you to carry the entire burden of this thing.

Mr. Fogg expressed his feelings about an employee and was told that he could not talk directly about an employee/staff member. He also made allegations about buses and costs.

Mr. Gaudet stated that on August 13th a contract went to the board and was approved 3-2. On September 3rd one Board member said they hadn't seen the contract. He also said in one set of minutes it said it was a one year contract and another set it said three year contract. He asked that the minutes from the last meeting accurately reflect what Mr. Fogg said. He hopes the total cost of last years transportation costs is presented tonight. He stated, as this did not go out to bid as it should have he wants an REP for bus companies to take over Paul School transportation to be posted on the SAU website. He felt the buses shouldn't have been moved twenty six miles to First Student. They should have been moved to the town garage where we have town mechanics that could have worked on them. He added when the garage was built they said they could do maintenance on the buses. He said if we had no one to drive them there the town has plenty of CDL drivers who could have moved them.

Reports

Facility

I. Facility updates

All required summer annual inspections and maintenance have been completed and all systems have passed. Summer inspections completed: Fire panel/ Fire sprinkler Fire extinguishers/ Fire suppression (kitchen)/ Emergency lighting/ Smoke detector/ bleachers/ overhead Gym Equipment/ water main backflow preventors

*Next Due: Boiler inspection (October) Elevator inspection (November)

Camera and telephone upgrades have been completed and currently operational

2.Flooring New LVT floors were installed in both kindergarten rooms and both partner program rooms.

Our custodial staff removed carpets from 4 classrooms and refinished tiles to a like new condition in the primary wing. In total, 10 rooms received flooring overhauls this summer

3.Paving The paving project quickly turned into a drainage overhaul project as soon as the first catch basin was uncovered. The existing basins had sink holes and badly corroded piping. The contractor did not feel confident in paving the front of Taylor way with the drainage in its current condition. A decision was made to overhaul the drainage pattern and install 3 catch basins to correct our drainage issues and pave over what had been exposed (About half of what was originally intended) New crosswalk and fire lanes were painted the first week of school to complete the project.

4. Shed/ Playground

*Concrete slabs install date September 16th

*Playground manufacturer scheduled to install playground in early October.

School Administration

Mrs. DiRocco said it is great to be back for another year at The Paul School. I want to first welcome our newest members of our team this year. Lena Richie, 4th grade teacher, Douglas Graves, 5th grade teacher, Ella Foster, Dawn Stone, Karen Shepard, Stephanie Drinkard, and Shelby Hartford paraprofessionals. Supporting our partner program, I would like to welcome Beth Corbett, lead teacher, Sean Gallipo and John Brideau partner program tutors. In the first week of school, we kicked off with our new theme "Your Story. Our Legacy." This is in collaboration with Wakefield's 250th birthday, a celebration that both the community and school have been excited to be a part of. We are so thrilled to have our students back in classrooms and are working to create positive connections and environments as we begin the year.

Our first event is this upcoming week. We have our Open House ready for September 18, 2024! A reminder to all families that this is an early release day for students which means dismissal is at 12:30. Our Open House event is from 5-7pm and the PTA will be hosting a spaghetti dinner during those hours at a cost of \$5. Along with the PTA there will be other booths set up in the gymnasium. Please stop by each booth to learn about the different offerings at The Paul School.

If you need help setting up your Alma, MySchoolBucks or Pick Up Patrol, there will be someone available to help!

As we get into the swing of the year we are mindful of our PAWS statements which stand for; Practice Safety, Act Responsibly, Work Hard and Show Respect. In the first weeks of school teachers are working with students on the expectations of our building and we are mindful of keeping consistency across the grade levels. We have been impressed by student behavior and can thank all our teachers for their expertise in supporting students through the transition into a new school year.

We cannot thank First Student enough for the punctual arrival and dismissal that has occurred in the first month of school. We actively have students here on time and are able to dismiss students within 20 minutes at the end of the day. In athletic news, our soccer season has started! In our first away game against Moultonborough the team played extremely well! Although the game resulted in a 1-0 loss for Wakefield, we are still incredibly proud of the team. We have a home game this week on the 19th. Please come support our team!

The eighth grade Little Caesars fundraiser is happening now and the eighth grade will be at the Fall Festival selling ice cream.

Finance

Mr. Markiewicz stated that they were still making some final adjustments to the FY24 budget. They are still finding things in the general fund that they can move into Esser III. As ESSER Funds are closing out it looks like we will have spent the amount that was allocated. The Board had in their packet information ending in August. He said some of the lines will show the results of new hires like salary, insurance, retirement depending on their experience which puts some lines in the negative. You'll see under Mr. Davis budget that there is a negative for the paving. The money will be taken out of the trust fund to reimburse that line.

They met for the second time today with the administrators for budget development and they all appear to be on time. He has asked that they be completed and presented to the superintendent by the end of the month. Mrs. Collins asked what is unanticipated revenues. Mr. Markiewicz said they are miscellaneous money that was not scheduled or budgeted for. It's recognized as revenue and drops the bottom line. Mrs. Peaslee asked about the \$5,000 encumbered for athletic transportation. Mr. Markiewicz said it may be posted to the wrong line. Mrs. Peaslee asked for an answer to her question at the next meeting.

Mrs. Peaslee wanted to know about the \$5,500 for transportation contracted services. Mr. Markiewicz said it was for summer. Mrs. Collins asked what was the deficit for food service? Mr. Markiewicz said we have a deficit balance for 2024 of \$12,157. With the major impact was

from negative student balances we're over \$50,000. That money has to be transferred from the general fund because we can't have a deficit in Food Service. Mrs. Taliaferro asked if we ran our own food service program to cover all students for breakfast and lunch the cost would be about \$250,000? Mr. Markiewicz said it would. Mrs. Taliaferro said last year teachers were able to put in requests for the classroom from the leftover ESSER Funds. Did that happen and what were they? Mrs. Kebler said many of the items from ESSER funds were not posted at that point. Mrs. Taliaferro said it was roughly \$300.00 that we had left and that number was brought back to us twice. Mrs. Kebler said one request was put in and it fell under construction and ESSER III can't be used for construction projects. Mrs. Kebler said we are reconciling four years of ESSER now. Mrs. Taliaferro said we have already been told the grants were reconciled up to a certain date. She said she can check the minutes.

Mrs. Peaslee asked if everything is encumbered for buses from the contract for the summer? Mr. Markiewicz said yes. Mrs. Peaslee said we have \$419,832 left between special ed, athletics and regular ed? She said we need \$984,000 for transportation. Mrs. Kebler said we have about \$180,000 for special ed transportation. Mrs. Peaslee said we held a check for Pick Up Patrol and she does not recall changing that. Mrs. Kebler said it was held until she met with Mrs. DiRocco and they decided to use it. It came back to the Board in a manifest.

Mrs. Taliaferro asked for the total number of what transportation cost us in previous years? Mr. Markiewicz said that he has provided the end of the year expenses to the Board and it's all in there. Mrs. Taliaferro said she would like him to physically break it down, listed on one page. Mr. Markiewicz said that is in your financial report. Mrs. Taliaferro wants it broken down and Mr. Markiewicz said he could do that.

Mrs. Taliaferro made a motion, seconded by Mrs. Peaslee, to turn over the transportation information for each year from 2017-18 until now for the total cost of what it was to run transportation for SAU 101.

Mr. Markiewicz said that there is a lot on their plates but will make it happen for the next Board meeting if it's the wish of the Board. **(Vote 4-1)**

Mrs. Taliaferro wanted to make sure that this was done for the October 15th meeting.

Consent Agenda

Mrs. Collins made a motion, seconded by Mr. Ouellette, to approve the Consent Agenda. (Vote 3-2)

Meeting Minutes

Mrs. Collins made a motion, seconded by Mr. Ouellette, to approve the non public minutes of 9-3-24. (Vote 5-0)

Mrs. Collins made a motion, seconded by Mr. Ouellette, to approve the public minutes of 9-3-24.

Mrs. Peaslee questioned a line in the minutes and wants to check to see what was actually said. The line is confusing. Mrs. Collins withdrew her motion and Mr. Ouellette withdrew his second. **Mrs. Collins made a motion, seconded by Mr. Ouellette, to table the public minutes of 9-3-24. (5-0)**

Old Business

Wakefield School Board Scholarship Essay Prompt

Mrs. Collins made a motion, seconded by Mrs. Taliaferro, to use the same prompt as last year for the School Board Scholarship. (Vote 5-0)

Transportation Statement

Second week of March - Superintendent checked in with the Transportation Coordinator to make sure the district was all set with the March inspections for buses. The Transportation Coordinator said yes.

First week in April - Superintendent drove out back - buses were not inspected

March - Transportation Coordinator indicated we were all set, they were done in September for the year, BA researching the law

May 9, 2024 - State Trooper Skelly arrived to begin an unscheduled audit of buses as a result of a community member calling and expressing concern about the safety of buses

o Three buses grounded within first hour –

o All buses failed compliance as a result of inspections - last inspection done on buses was in

August of 2023 - Remaining buses were not grounded but deemed out of compliance. Trooper Skelley indicated that the Director of Pupil Transportation would complete the audit when he returns from vacation.

June 25, 2024 - Trooper Hildreth called me. We spoke about the state of our transportation department and when he would be out to audit the rest of the buses. He indicated that he was in the midst of "rostering" season and he would not be able to get to Wakefield for an Audit until late August and definitely not before school. He asked what our intent was and I indicated we were leaning towards looking for contracted services. He suggested this as a good idea, but if we did not go with a contract service to let him know, he would need to do the audit before we could transport kids - as he said "it's all about keeping kids safe on buses"

June 25, 2024 - afternoon - Driver came to see me, she went to renew her School Bus Certificate and could not. DMV told her the drivers hadn't been rostered this past school year

June 25, 2024 - Superintendent contacted Department of Safety - spoke with Rebecca Kelsea and she confirmed that she never received any rostering sheets. They are not accepted by email; they must be the original so they either have to be mailed in or hand delivered.

July 8, 2024 - Summer school transportation for students with disabilities must by law have transportation to their summer programs which begins July 8th - 9 business days from conversation with Trooper Hildreth

June 26, 2024 - July 3, 2024 - BA and Executive Administrative Assistant worked with 3 bus companies to try to make this work. Two of the 3 were able to help somewhat with out of district routes - only First Student was able to schedule for all students attending summer school. Students were picked up on the first day of summer school. Great accomplishment on all levels!!

July 8 - August 5, 2024 (5 weeks)

- o Reached out to 3 companies - for quotes
- o First Student responded immediately indicating that they could make it work for the fall as long as they had a contract by 2nd week of August
- o Other two companies responded that they were unable to make it work for this coming schoolyear.
- o Worked on bringing buses up to compliance - with no drivers we were unable to get much done on this.

August 6, 2024 - Public School Board Meeting

- o After review of transportation audit and conversation with Trooper Hildreth Superintendent and Business Administrator made recommendation to waive the bid policy to allow the SAU to contract for transportation for start of school year Approved

o August 7 - August 12, 2024 - BA negotiated with First Student

August 13, 2024 - Contract gone to board and approved 3-2

August 26, 2024, Transportation up and running for school year

Total Weeks from end of school year and start of school year: 9 weeks to coordinate transportation for the district - If unable to transport students, and we open school for the convenience of students and parents, the state does not consider those days as part of the 180 school days required for students

New Business

High school Lottery

The Board drew the numbers for the high school lottery. There were ten applicants and nine spaces. The winners will be notified tomorrow.

Nominations/Hires/Resignations

Shelby Hartford hired as a paraprofessional FYI

Nicolle Carr hired as a paraprofessional FYI

Mrs. Collins made a motion, seconded by Mr. Ouellette, to accept Kathy Frothingham's resignation and retirement with regret. (Vote 4-1)

Follow Up

Superintendent questions from the public

Mrs. Kebler said transportation for fall sports is all set. She said Paraprofessionals are expected to attend two of the three days in August. If they are out they are expected to call in sick and are charged for time.

Mrs. Kebler asked if the Board wanted to revisit their goals. Mrs. Kebler feels the goals should drive budget development.

After some discussion, the Board, by consensus, decided to meet at 5:45 for a goals workshop. Their meeting will begin at 6:30.

Public Comment

Ms. Roy asked if the prompt will be posted on the website. She questioned how the Board could go negative on a line. There will be clarification at the next meeting. Mr. Fogg stated the following: RSA 194-C:4 School Administrative Units describes superintendent services. Each school administrative unit or single school district shall provide the following superintendent services: RSA 194-C:4 (o) Pupil transportation. He said everything to do with pupil transportation is the responsibility of the superintendent. He went on to say that he got rostered electronically. Mrs. Kebler disagreed. He said the next day Mrs. Kebler removed his roster. Mr. Powers asked about the book, *Becoming a Better Board Member*. Mrs. Collins said all Board members have received a copy. Mr. Gaudet questioned the Board, not mentioning adding Mr. Fogg's comments to the tabled minutes. He asked that his comments be included in the minutes. He also asked if the IDEA grants would be available regardless of a contracted service and isn't that an offset?

Mrs. Taliaferro asked if the public comment section will be completely filled out like Mr. Gaudet requested. There was a comment about reviewing the tape. Mrs. Colbath explained she was following proper procedure. Mr. Taliaferro said we shouldn't be picking and choosing what we're going to put in the minutes. She said the public is specifically asking for the minutes to be reflective of what was said in Public Comment we should acknowledge that. She said she told the Board that we need to be transparent. Mrs. Peaslee will email Mrs. Colbath all the corrections she has for the subcommittee minutes. Mr. DeColfmacker told Mrs. Taliaferro that they did have a conversation about being transparent but were told due to potential legal issues we had to be careful how we spoke. There are internal things that we can't talk about. Mrs. Taliaferro said you can't pick and choose when you want to keep minimal notes or full notes.

Non Public

Mrs. Collins made a motion, seconded by Mr. Ouellette, to enter non public at 7:49 under RSA 91-A;3ll (c). Roll call: Taliaferro aye, DeColfmacker aye, Collins aye, Ouellette aye, Peaslee aye.

The Board reentered public session at 8:25.

Adjournment

**Mrs. Collins made a motion, seconded by Mr. Ouellette, to adjourn the meeting at 8:25.
(Vote 5-0)**

Respectfully submitted for approval at the next School Board meeting,

Priscilla Colbath
School Board Secretary

New Hampshire Municipal Association

As for the question of how to address public comment in the minutes. The RSA's only requires that the governing body have meeting minutes. Additionally, while the RSA requires that you provide the opportunity for public comment at regular meetings at which final action is taken. It also does not address whether such comments should be included in meeting minutes. However, since meeting minutes are subject to disclosure under the RSA 91-A, If you choose to include public comment in the minutes, we recommend a summary of the comment period.

Detailed public comment should not be included in the minutes. It is sufficient to say, "Public comment was given." If you do wish to include public comment, a summary is recommended.

While writing meeting minutes, remember to be professional and to provide an unbiased, equitable view of the meeting. Don't include your personal comments or opinions. Don't include any verbal exchanges or arguments:

The agenda will show you what needs to be discussed during the meeting. Use the meeting agenda as an outline, with each agenda item as a sub-topic where you can add more specific notes.

Provide the date, time and location of the meeting. Next, document the names of all of the board participants and any individuals who were unable to attend.

Document the decisions made at any meeting where people take a vote. Record all motions and outcomes of votes. Record the number of votes and add some detail for context so that when you're adding more information to the notes later, you'll understand the motives behind the decisions.

SAMPLE PUBLIC COMMENT ANNOUNCEMENT

Now is the time to hear from our community. We welcome your comments which are very important to us.

Please go to the podium, and give your name. Address your comments to the board as a whole, not to individuals. Courtesy is appreciated.

Comments are welcome on agenda items. Each speaker is limited to 3 minutes. You may not donate your time to another speaker. If several people are here to speak on the same subject, you are invited to choose a single representative who may speak for 5 minutes.

Note that we will not be entering into dialogue. The purpose of this agenda item is for YOU, the public, to inform US, the board, about your views. If you have specific factual questions or complaints, please follow the chain of command. We welcome written questions and comments. We appreciate your coming to this meeting. Thank you for attending and sharing your thoughts with us

Information regarding Transportation Committee

According to our District Attorney:

The transportation committee does not need to be disbanded; however, it takes on a different role when we have contracted services and does not require a monthly scheduled meeting. The responsibility of the transportation becomes more of the following:

- Review of contract for the transportation services
- Budgeting of transportation for contracted services
- Disciplinary problems that come to the level of the school board

There are probably other tasks the transportation committee might take on. My recommendation is if a transportation committee meeting is needed that it be scheduled through the board chair or myself or discussed at a board meeting and then scheduled.

At this point transportation is going very well, kids are arriving to school and being dismissed on time, which has increased instructional time for students by a minimum of 30 minutes a day. This is significant for allowing the opportunity for increased student achievement.

At this point I do not have anything to put on a transportation committee agenda, so we did not schedule one for this month.

Certified Staff Nomination			
Name	Title	Effective Date	Salary

Staff New Hire FYI			
Name	Title	Effective Date	Salary
Amy Nason	Special Ed Paraprofessional	9/30/2024	\$15.50 per hour

Resignations			
Name	Title	Effective Date	Salary

Retirements			
Name	Title	Effective Date	Salary

Wakefield School District School Administrative Unit #101

Intent to Hire - Support Staff Hire

To: (Name) ADMINISTRATIVE ASSISTANT
 From: (Name) Carol Keenan
 Date: (Submitting) 9-18-24
 *Include Personal Action Form

Documents Required when submitting this form:	
Completed Application	<input checked="" type="checkbox"/>
Resume	<input checked="" type="checkbox"/>
Certs or Transcripts	<input checked="" type="checkbox"/>
Reference Sheet	<input checked="" type="checkbox"/>
Union Notification	<input checked="" type="checkbox"/>

by Frank

9/19/24
EMH

I wish to hire the following employee:

Employee's Name: Amy Nason
 Existing Employee (Yes or No): no
 If existing, current position: _____
 Position being hired for: Special Education Para
 Replaces (Name): N/A
 Is this a NEW or EXISTING position?: existing
 Budget Line: 20051140

Start Date: 9-26-24
 Hours Per Day: 7 8:15-3:15
 Days Per Week: M-F
 Days Per Year: 184

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

Hiring Manager Comments:

Experience in Day Care
School Parent Volunteer
Great interview & References

Superintendent Comments:

To be filled in by the Business Administrator

Non-Cert

Step: 6 Rate: 15.50

B.A. Signature: Frank Manberg Date: 9/19/24
 Superintendent Signature: Anne & Kibbe Date: 9/23/24

SCHOOL BUS CONTRACT FOR 5 YEARS NOT VOTED ON AT ANNUAL MEETING?

Non Appropriation clause: A provision in a contract that terminates the agreement automatically without penalty to the municipality if the requisite annual appropriation is not made. Commonly referred to as an "escape clause." [FirstStudent contract item 19.2]

Multi-Year Agreements: Municipalities are authorized to make multi-year contracts under the basic statutory power to "make any contracts which may be necessary and convenient for the transaction of the public business of the town," quoting what is now RSA 31:3. A municipality can bind itself to a multi-year agreement if the total cost items for the full life of the agreement are fully disclosed and adopted by the legislative body.

WHY IS THE SALARY LINE OVER BUDGET?

- Administrators are instructed to hire the best qualified candidate when replacing a teaching position.
- Candidate hired may have more experience and credentials than the teacher being replaced, therefore being placed on the salary schedule at a higher salary.
- Budgets are prepared in September for the following school year [10-months prior to the new school year] using the current staff
- Budget transfers are not made to salary or benefit budget lines, as per school board policy DBJ, when spending a greater amount than was appropriated.
 - Gross Appropriation: meaning that the district may or may not choose to transfer funds to cover an overspend in an appropriation, and cannot overspend the gross appropriation [total budget] approved.

Follow up from 9.17.24 Board Meeting.

The \$5,000 encumbrances on line 100-2724-51100-1-00-00000 (Athletic Trans-salary). Page 36 of the board packet.

This is an open PO with First Student for the field trips as per the signed contract.

Michele L

TRANSPORTATION COST 7.1.2018 TO 6.30.2024

7/1/18 TO 6/30/19		7.1.19 to 6.30.20		7.1.20 to 6.30.21	
2721	\$397,285.00	2721	\$403,733.00	2721	\$375,484.00
2722	\$77,453.00	2722	\$86,985.00	2722	\$203,363.00
2724	\$1,085.00	2724	\$440.00	2724	\$0.00
2725	\$1,949.00	2725	\$1,397.00	2725	\$9,555.00
	\$477,772.00		\$492,555.00		\$588,402.00

7.1.21 to 6.30.22		7.1.22 to 6.30.23		7.1.23 to 6.30.24	
2721	\$400,008.00	2721	\$385,718.00	2721	\$441,823.00
2722	\$236,467.00	2722	\$207,517.00	2722	\$208,837.00
2724	\$0.00	2724	\$0.00	2724	\$0.00
2725	\$1,245.00	2725	\$4,629.00	2725	\$3,831.00
	\$637,720.00		\$597,864.00		\$654,491.00

Michele Lambert 9.20.24

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 10th day of August 2024, by and between Wakefield School District with principal offices at 76 Taylor Way, Sanbornville, New Hampshire 03872 hereinafter called "District"), and First Student, Inc., with its principal place of business at 191 Rosa Parks Street, 8th Floor, Cincinnati, Ohio 45202 and local business offices for purposes of this Agreement at 121 Whitehouse Rd Rochester NH (hereinafter called "Contractor") (each a "Party" and collectively, the "Parties").

WITNESSETH

WHEREAS District has selected Contractor to provide the student transportation services; and

WHEREAS Contractor desires to provide such student transportation services.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

SECTION 1: TERM

- 1.1 The term of this Agreement shall commence on August 12, 2024 and shall continue through June 30, 2027 ("Term") for one hundred and eight (180) school days according to the school calendar. Except as otherwise provided herein, District agrees to compensate the Contractor at the rates specified in Exhibit A, which assume a total of one hundred and eighty (180) student transportation days.
- 1.2 This Agreement may be extended by mutual written agreement for two (2) additional one-year periods, the negotiation process for each extension including the negotiation of new economic terms, to occur on or before February 1st of the preceding Contract Year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1st and ending on June 30th during the Term of this Agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

- 2.1 Contractor shall, during the Term, provide transportation service as described herein.
- 2.2 District and Contractor will consult on a regular basis concerning the transportation requirements of District. In the event of increases or decreases in the number of students requiring transportation, or in routes or schedules, the number of vehicles and the number of spare buses will be adjusted accordingly. With notice to Contractor, District may increase or decrease service levels to be provided by Contractor under this Agreement. However, where such increases or decreases materially impact the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in Exhibit A, Contractor shall be permitted to adjust rates proportionately to cover increases or decreases in cost structure associated with such changes by District. For purposes of the determination of whether an increase or decrease is material, the Parties acknowledge that

the Contractor will run fourteen (14) routes, comprised of seven (7) serviced by Type I vehicles and four (4) serviced by Type II vehicles at the beginning of the 2024-2025 school year.

- 2.3 Contractor shall have thirty (30) days following notice of such changes to make operational adjustments to meet District requirements.
- 2.4 District will use Contractor as District's sole and exclusive provider for all of District's home-to-school and Charter Transportation at rates to be negotiated by the Parties. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose.
- 2.5 Within sixty (60) days of execution of the Agreement, Contractor shall provide notice to the District of whether it intends to purchase all or part of the District's current fleet. The Parties acknowledge that execution of this Agreement does not does not obligate the Contractor to purchase any vehicles from the District.

SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for all services rendered hereunder, District shall pay to Contractor all sums due and owing for transportation services in accordance with the rates set forth in Exhibit A.
- 3.2 Contractor will submit to District a monthly statement of its services rendered during the prior month. District shall pay all undisputed amounts due to the Contractor on or before the 10th business day following the date on which the statement has been submitted.

If any portion of the billed service in the statement is disputed by District or the District seeks a revised invoice, District shall deliver written notice specifying the disputed amount or requested revisions to the Contractor within five (5) business days of receipt of the statement by District. In the absence of District timely providing said written notice, District waives any right to dispute said statement or reject the invoice in the future. All disputes shall be resolved pursuant to the Dispute Resolution clause of this Agreement.

In the event that District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days, Contractor shall be entitled to charge interest on unpaid amounts at the rate of the lesser of 1.5% per month or the maximum amount allowed by state law. In the event of repeated delinquency by District, Contractor shall have the right to request a deposit or payment bond from District before resuming service. Without limitation, Contractor shall be entitled to court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

SECTION 4: ESCALATION

- 4.1 District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in Exhibit A.
- 4.2 In the event of unusual circumstances, such as changes in local, state, or federal taxes, laws or regulations, District directives or specifications, increased insurance or surety premiums,

increased employee benefits or wages, or any other condition which causes any of Contractor's operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the Parties shall determine a reasonable and proportionate amount to cover such increase, and rates of Contractor compensation set forth in Exhibit A shall be adjusted to reflect such increase. If the Parties do not agree to a rate increase, Contractor shall have the right to terminate this Agreement upon not less than thirty (30) days' notice.

- 4.3 In the event of a driver shortage in the local market, the Parties will negotiate in good faith to cover the cost of any incremental wage and benefit increase necessary to recruit and retain drivers as well as any additional travel and expense costs associated with using non-local drivers to alleviate the shortage.

SECTION 5: FACILITIES AND FUEL

- 5.1 District will provide all fuel required for the operation of buses.
- 5.2 Contractor shall provide maintenance and administrative facilities needed to provide service under this Agreement. District will provide a location for parking of buses designated for District use (the "Lot"). District shall be responsible for all maintenance related to the Lot, including but not limited to plowing, and all utility costs of the Lot.
- 5.3 In consideration of its use of the Lot, Contractor shall apply a \$500 credit towards each of the District's monthly invoices for November through March (five (5) invoices) for a total credit of \$2,500 per Contract Year.

SECTION 6: ROUTES AND SCHEDULES

- 6.1 Contractor shall be primarily responsible for planning all routes, stops and schedules. Contractor shall furnish District a complete route map on or before the first day of enrollment of each school year.
- 6.2 District shall furnish Contractor service dates with a list of student names and addresses at least forty-five (45) days prior to the start of each school year, from which Contractor will construct a complete route map.
- 6.3 Performance of the routing and other services under this Agreement may entail the disclosure of personally identifiable information from student education records protected by the Family Educational Rights and Privacy Act (FERPA) ("Student Information"). For the purposes of this Agreement, Contractor will be designated as a "school official" with "legitimate educational interests" in Student Information, as those terms have been defined under FERPA and its implementing regulations and will abide by the limitations and requirements imposed by 34 CFR 99.33(a) on District. To that end, any personally identifiable information, as that term is defined by FERPA, may be used by Contractor only for the purposes for which disclosure was made.
- 6.4 Notwithstanding the foregoing, District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business

days after notice is received from District. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those students whose service has been changed. Contractor shall consult with District regarding stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. If any stop or portion of a route remains unchanged by District after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice. In those instances where District establishes the routes and schedules and/or makes any changes thereto, District will be responsible for and will defend, indemnify, and hold harmless Contractor for any and all loss, liability or costs alleged to have been caused or related to routing or scheduling.

SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within thirty (30) business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided by using the same degree of care used to protect its own confidential information.
- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both Parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 Contractor shall immediately notify the Superintendent of Schools, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.
- 7.4 If Contractor provides District with audio or video recordings or any other records that include private or personally identifiable information, District shall handle such records in accordance with applicable local, state, and federal law and shall hold harmless, indemnify, and defend Contractor for any failure to comply with applicable law.

SECTION 8: INDEMNIFICATION

- 8.1 Contractor agrees to indemnify, hold harmless, and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by the negligence or willful misconduct of Contractor, its agents, or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees; student upon student violence; routing or scheduling; or Contractor's good faith adherence to District's policies, procedures, or directives.

- 8.2 District agrees to indemnify, hold harmless, and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused the negligence or willful misconduct of District, its agents, or employees in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.
- 8.3 Notwithstanding the foregoing, (a) each Party shall advise the other Party in writing of any claims, notices, or additional information received by it or of which it becomes aware for which such Party will seek indemnification hereunder, in such time and manner as not to impair or prejudice the ability of the indemnifying Party to defend such claims or investigate such notice, (b) each Party shall provide the indemnifying Party with the cooperation and assistance necessary to defend such claim requested by the indemnifying Party, and (c) neither Party shall settle or compromise any claim admitting the fault, liability, or negligence of the other Party without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The obligations set forth in this paragraph shall survive the termination of this Agreement. As it applies to both Parties, nothing in this Agreement shall be construed to prevent or reduce the immunities from civil liability granted by applicable law.

SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability- including Bodily Injury, Property Damage, Personal Injury, and Advertising Injury with limits of \$2,000,000.00 each Occurrence/\$2,000,000.00 General Aggregate; Automobile Liability limits of \$2,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired, and non-owned autos. Upon request, Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured. but only with respect to liability for bodily injury, property damage, or personal injury arising directly out of Contractor's negligent or willful acts or omissions. Insurers shall maintain a minimum A.M. Best's & Company rating of A. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws under which Contractor shall operate for this Agreement.
- 9.2 District will, at its own expense, procure and keep in force general liability insurance as is customary in the business including Bodily Injury, Property Damage, Advertising Injury and Personal Injury and at limits of not less than \$2,000,000.00. District will list Contractor as an additional insured and provide a certificate of insurance evidencing such coverage.

SECTION 10: FORCE MAJEURE

- 10.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, cyber-attack, power or communications outage, picketing, strike, pandemic, epidemic, labor dispute, labor shortages, supply chain disruption, fuel shortage, governmental action or any other condition or cause beyond Contractor's control (each a "Force Majeure Event"), District shall excuse

Contractor from performance under this Agreement for the duration of such Force Majeure Event.

SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever school is closed and student transportation is suspended for the day, for any reason, including, but not limited to, inclement weather, impassability of roads, facilities issues, or illness, District shall notify Contractor on each day of such closure by or before 5:00am so that Contractor may suspend operations and provide sufficient notice to its workforce not to report to work. District shall compensate Contractor the full scheduled daily rate for days when District fails to provide such notice to Contractor; provided, however, this Section 11.1 only applies to closures that do not decrease the total number of student transportation days as set forth in Section 1.1. If a closure will decrease the total number of student transportation school days set forth in Section 1.1, Contractor shall be compensated in accordance with Section 11.3.
- 11.2 If the regular school day schedule is changed resulting in late start, early dismissal or the cancellation of scheduled Charter Transportation, District shall provide one hour notice to in order for Contractor to adjust operations and adequately notify its workforce of the change. District shall compensate Contractor for all costs incurred due to failure to provide adequate one hour notice. Notwithstanding the foregoing, in the event of circumstances which necessitate a schedule change, Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible under the circumstances presented.
- 11.3 If District suspends service for any reason, including, but not limited to, a Force Majeure Event as defined in this Agreement, and such suspension alters the total number of student transportation days set forth in Section 1.1, District shall compensate Contractor for all fixed costs associated with Contractor's performance of this Agreement from the first suspended/cancelled day through the end of the cancellation/suspension period. For purposes of this Agreement, fixed costs include but are not limited to costs associated with maintaining average employee wages and benefits, overall management and administration costs, facilities cost, fleet investment, maintenance, technology, insurance, and other ongoing operations costs.

SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive student transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers, including but not limited to administering an Epi Pen.

SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and act as Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact with District. Prior to the start of the school year, Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.

- 13.2 District shall designate management personnel who shall be responsible for coordination of the student transportation requirements of District and act as District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with Contractor. Prior to the start of the school year, District shall inform Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous, reliable, safe, and on time service. Upon request from the District, and subject to availability, the Contractor shall provide monitors to support the delivery of the transportation services, in accordance with the rates set forth in Exhibit A.
- 14.2 Contractor shall take reasonable steps to ensure that its employees act professionally and appropriately around all students and District staff. Contractor shall not knowingly permit its drivers to smoke on the bus, or to violate any federal or state law related to the operation of a vehicle while intoxicated or under the influence of any prohibited substance.
- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request that Contractor remove from service to District any driver, aide or monitor who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore, and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. Unless prohibited by law, District shall indemnify, defend, and hold harmless Contractor from and against all claims, expenses, or liabilities by or to a removed Contractor employee arising from the removal of that employee based on District's request.
- 14.4 Contractor shall provide drivers that are fully qualified, trained and licensed as required by the U.S. Department of Transportation (USDOT) and any applicable state law or regulation. Contractor agrees that each driver shall:
- 14.4.1 Possess a valid Commercial Drivers' License as required by the USDOT for school bus drivers or such other drivers' license or permit required for any smaller passenger vehicle.
- 14.4.2 Be certified by a USDOT medical examiner as medically qualified as required by the USDOT under federal law. The physical examination shall be conducted prior to employment and periodically thereafter.
- 14.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent required by applicable law.
- 14.4.4 Prior to employment and periodically thereafter, to the extent required by law and/or by the USDOT under its mandatory drug and alcohol testing requirements for school bus drivers, undergo such drug and alcohol testing to verify that the driver is not engaged in

any prohibited or unsafe vehicle operations. Any driver that fails a drug or alcohol test or refuses to take such test will be subject to immediate disqualification.

SECTION 15: TRAINING REQUIREMENTS

- 15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. Upon request, District shall have the right to review course content.
- 15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers or communicate with drivers without Contractor notice and approval.

SECTION 16: VEHICLES AND EQUIPMENT

- 16.1 All vehicles supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by applicable law and regulation. All vehicles shall be no more than ten (10) years old at any time during the Term; provided, however that this age requirement shall not apply to the first Contract Year of this Agreement. Contractor shall maintain the vehicles supplied by Contractor and used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.
- 16.2 The prices included with this Agreement do not include seat belts on school buses. If District or any government agency shall during the term of this Agreement mandate that Contractor provide seat belts for use in school buses, the Parties shall negotiate in good faith alternative pricing and availability of vehicles to service District under this Agreement. If District or any governmental agency imposes additional equipment requirements on any of Contractor's vehicles during the term of this Agreement (including, but not limited to, new technology or equipment relating to safety or emissions standards), which are specific requirements for continued operation of the vehicles, Contractor and District shall negotiate price increases applicable to such equipment installation and any associated increase in vehicle maintenance costs.
- 16.3 Contractor agrees that all Contractor school buses shall be equipped with sufficient communications technology acceptable to the District to maintain communications while on route. Contractor agrees to perform an inspection of such equipment prior to the start of the school year and periodically thereafter to ensure proper performance. When an inspection reveals equipment malfunction, Contractor shall promptly repair or replace such equipment.
- 16.4 District shall reimburse the Contractor for all expenses related to public health mandates arising during the term that require operational or equipment changes to vehicles in the provision of transportation services.
- 16.5 District shall excuse Contractor from performance for service disruptions caused by vehicle or equipment supply chain delays. When available, Contractor shall utilize substitute equipment

and vehicles conforming to applicable state standards without penalty to cover service for the duration of the disruption caused by supply chain delays.

- 16.6 District may direct Contractor to perform additional tasks not specifically described in the Scope of Services. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Costs associated with such assignments shall be invoiced to District at rates set forth in Exhibit A.

SECTION 17: PUPIL DISCIPLINE/VANDALISM

- 17.1 The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to operate Contractor's buses properly and safely. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a vehicle for misbehavior except in the event of an extreme emergency endangering the safety of other students or drivers and then only after radio notice to Contractor's terminal and to the student's building or school principal. In all cases of disciplinary ejection, the vehicle shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. District and Contractor will, in the event Contractor determines that a student poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such student. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- 17.2 Vandalism, damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by District, refuse to provide a student with transportation services until vandalism damages caused by such student are paid.

SECTION 18: ASSIGNMENT

- 18.1 This Agreement shall not be assigned by the Parties hereto, without the written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Contractor may, without approval, assign the Agreement to a parent company, subsidiary, related or affiliated company. Furthermore, a Contractor shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all its assets.

SECTION 19: TERMINATION

- 19.1 If either Party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other Party to terminate this Agreement in accordance with the following procedure: The non-defaulting Party shall give the offending Party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the

violation. If at the end of such 30-day default notice period, the Party notified has not remedied the purported violation or taken steps to do so, the non-defaulting Party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting Party shall give the defaulting Party not less than thirty (30) business days' notice of termination. If the non-defaulting Party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.

- 19.2 District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to governmental funding deficiencies, District shall give written notice to Contractor on or before February 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. As the Contractor will make reasonable efforts to offset costs in the event of a termination, District shall reimburse the Contractor in full for costs incurred by Contractor as the result of such early termination, including, but not limited to, retrofit and redeployment of vehicles, contract close-out costs, facility/property related expenses associated with closure of property and sale as appropriate, and fueling infrastructure (including infrastructure for electric vehicles) and related costs, and all other associated termination costs. In the event that governmental funding is restored following a termination of this Agreement under this Section, the Contractor shall be entitled to a right of first refusal to provide continuing service to District under this Agreement.
- 19.3 Either Party may terminate this Agreement for convenience upon not less than sixty (60) days' prior written notice to the other Party.

SECTION 20: DATA RIGHTS

- 20.1 District hereby grants to Contractor the right and license to (a) use, store, create derivative works from, sublicense, translate, format, distribute, and otherwise process Service Data as required in the performance of Contractor's obligations under this Agreement; (b) use Service Data to improve, enhance, and support the nature, quality and features of Contractor and Contractor affiliate products, software, and services; and (c) create and develop adaptations, analyses, derivatives, modifications, reports, and summaries of Service Data, provided that Contractor complies with applicable privacy law and the resulting materials do not contain personally identifiable information. All adaptations, analyses, derivatives, modifications, reports, and summaries of Service Data described in the foregoing subsection (c) shall be deemed to be Contractor data. "Service Data" means data collected by, provided to, or processed by Contractor, or input by or on behalf of District, through or in connection with District's use of the Services, including location and routing data generated by, collected by and/or transmitted through products installed in vehicles.

SECTION 21: SURVIVAL

- 21.1 The mutual obligations described in Compensation and Billing, Data Rights, and Indemnification hereof shall survive the termination or expiration of this Agreement.

SECTION 22: STATUS OF CONTRACTOR

22.1 Contractor shall be an independent contractor employed by District to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

SECTION 23: SEVERABILITY

23.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect.

SECTION 24: MODIFICATION

24.1 Contractor and District may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the Parties.

SECTION 25: NOTICE TO PARTIES

25.1 All notices to be given by the Parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered, or certified mail.

Notices to District shall be addressed to:

Wakefield School District
76 Taylor Way
Sanbornville, New Hampshire 03872
Attention: Business Administrator

Notices to Contractor shall be addressed to:

First Student
121 Whitehouse Road
Rochester, NH, 03867
Attention: Location Manger

With a copy to:

First Student, Inc.
191 Rosa Parks Street, 8th Floor
Cincinnati, OH 45202
Attention: General Counsel

25.2 District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

SECTION 26: ENTIRE AGREEMENT

26.1 This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this Agreement.

SECTION 27: COMPLIANCE WITH THE LAW

27.1 Notwithstanding any contrary provision in this Agreement, the Contractor shall comply with federal, state, and local laws, rules and regulations in providing transportation services described herein.

SECTION 28: DISPUTE RESOLUTION

28.1 The Parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation within sixty (60) days of dispute shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the Parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the Parties from agreeing in the future to submit a dispute to arbitration.

SECTION 29: PLACE OF CONTRACT/CONTROLLING LAW

29.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio, without regard to conflict of law principles. The Parties agree that any action at law or equity instituted against either Party to this Agreement must be commenced only in the Hamilton County, Ohio Common Pleas Court or the United States District Court for the Southern District of Ohio. District irrevocably consents to the personal jurisdiction of the state and federal courts of Ohio as set forth above.

SECTION 30: AUTHORITY

30.1 Both Parties warrant that they are properly authorized to enter into this Agreement.

SECTION 31: PUBLIC OBLIGATION

31.1 District acknowledges that this Agreement serves a public purpose and that any payments associated with this Agreement for the provision of any aspect of student transportation services promotes a public purpose and is for the public welfare.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement the day and year first hereinabove written.

First Student, Inc.

Wakefield School District

By: Ben Henry
Name: Ben Henry
Title: AGM

By: Frank Markiewicz
Name: FRANK MARKIEWICZ
Title: Business Administrator

**EXHIBIT A
SCOPE OF TRANSPORTATION SERVICES
RATES AND CONDITIONS**

Per bus/Per day*

	Vehicles	Year 1	Year 2	Year 3
Wakefield Big Bus	7	\$ 489.70	\$ 509.29	\$ 529.66
Wakefield SPED	4	\$ 369.51	\$ 384.29	\$ 399.66

Annual Total Cost Based on Per Bus/Per Day

	Vehicles	Year 1	Year 2	Year 3
Wakefield Big Bus	7	\$ 617,022.00	\$ 641,705.40	\$ 667,371.60
Wakefield SPED	4	\$ 266,047.20	\$ 276,688.80	\$ 287,755.20
Total		\$ 883,069.20	\$ 918,394.20	\$ 955,126.80
10 Payments		\$ 88,306.92	\$ 91,839.42	\$ 95,512.68

Excess Hourly Charge**	\$55.00	\$57.20	\$59.49
Field Trips/Athletic Trips***	\$46.18	\$47.57	\$48.99
Monitor Hourly Charge	\$27.00	\$27.81	\$28.64

***Route times would be 5 hours.**

****Excess hourly rate billed in 15 Minute increments.**

*****4 hour minimum for field trips/athletic trips.**