



**DOVER SCHOOL
DISTRICT**

DOVER SCHOOL BOARD – AGENDA

Meeting Type:	Regular Session #6
Meeting Location:	Media Ctr. (Rm. 306) McConnell Center
Meeting Date:	Monday, June 8, 2015
Meeting Time:	7:00 pm

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. PLEDGE OF ALLEGIANCE**
- D. CITIZENS' FORUM**
- E. AGENDA APPROVAL**
- F. APPROVAL OF MINUTES**
 - 1. Public Meeting to Enter Nonpublic Meeting #4, May 4, 2015
 - 2. Nonpublic Meeting #4, May 4, 2015
 - 3. Workshop Session #3, May 11, 2015
 - 4. Regular Session #5, May 11, 2015
 - 5. Public Meeting to Enter Nonpublic Discipline Meeting #3, May 28, 2015
- G. CONSENT AGENDA**
 - 1. Correspondence: None**
 - 2. Resignations/Retirements:**
 - 2. Leaves of Absence:**
 - a. Stacey Kostis—DHS Spanish
 - 3. Nominations:**
 - a. Sheet 1: Nomination and Election of Teachers
 - b. Sheet 2: Nomination and Election of Non Union Staff
 - c. Sheet 3: Nomination and Election of Recalled Teachers
 - 4. Extended Travel (Student Trips):**
 - a. Skills USA National Leadership Conference June 22, 2015-final approval
 - 5. Donations**
 - a. Donation Approval—GES PTA-\$550 For Art Supplies (Crayola Airsoft Clay)
 - b. Donation Approval—GES PTA-\$500 for school wide license to www.teachingbooks.net
 - c. Donation Approval—DHS Scholarship Donation from Kennebunk Savings Bank--\$1,000
- H. STUDENT REPRESENTATIVE REPORT**
- I. POLICY – CHANGES – PROPOSALS:**
 - a. Assistant Principal Job Description
- J. POLICY ADOPTION:**
 - a. GCBD—Rules and Regulations in the Application of Administrative Personnel Policies and Salary Schedules (Request to waive 1st reading and adopt)



**DOVER SCHOOL
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Meeting Date:	Monday, June 8, 2015
Meeting Time:	7:00 pm

K. RESOLUTIONS:

- a. Retiree Recognition
- b. Federal Funds 2015-2016
- c. Special Education Federal Funds 2015-2016
- d. Career and Technical Education Carl Perkins Federal Funds 2015-2016
- e. Authorized Signature

L. OLD BUSINESS:

1. Food Service Contract and Lunch Price Approval

M. NEW BUSINESS:

1. Lacrosse Booster Club Name Designation Approval
2. Fingerprinting/Background Check Discussion
3. DFSA Temporary Fiscal Agent Status
4. Student Transportation Discussion
5. Approval of Garrison Roof Bid
6. May Condition of Accounts

N. SUBMISSION AND PAYMENT OF BILLS

O. SUPERINTENDENT'S REPORT

P. COMMITTEE REPORTS

Q. SCHOOL BOARD MATTERS OF INTEREST

R. ADJOURNMENT

Citizens are invited to public meetings and shall be given an opportunity to speak. Time shall be set aside for citizen statements at all public meetings, unless a vote to the contrary is taken by the School Board. Statements shall be limited to three minutes unless otherwise extended by the Chairperson, with the approval of the School Board. All citizens are permitted to place items on the agenda through written application to the Superintendent at least one week prior to the meeting date. Citizen items will require a formal motion and a second by seated members to bring the item to the floor for debate.

Stacey Kostis
29 Harlan's Way
Dover, NH 03820

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May 12, 2015

Dr. Elaine M. Arbour, Ed.D.
Superintendent of Schools
Dover School District
61 Locust St., Ste. 409
Dover, NH 03820

Re: Leave of Absence Request

Dear Dr. Arbour,

When I began maternity leave in March, I did so with the intention of returning to my post at Dover High School in September 2015.

Family demands prohibit me from returning this soon after the birth of my second infant.

I request to extend my maternity leave for a full school year, returning in September 2016.

Please advise of further information you need, or steps I should take to help you facilitate this request.

Thank you for your consideration.

Sincerely,

Stacey Kostis

**OFFICE OF THE SUPERINTENDENT
DOVER PUBLIC SCHOOLS
DOVER, NEW HAMPSHIRE**

TO: **DOVER SCHOOL BOARD**

DATE: June 8, 2015

MEMORANDUM: Nomination and Election of Teachers.

In accordance with Chapter 189, Section 39 of the New Hampshire School laws of 1963, I hereby nominate the following persons for the designated positions for the 2015-2016 school year.

NAME	POSITION	SCHOOL	REPLACING	SALARY
Colarusso, Nancy	STEM Teacher	Garrison	Previously One-Year Only	\$38,722.00
Smith, Delilah	CTE Liaison	DHS Career Tech Center	Previously One-Year Only (Change in Job Description)	\$67,791.00

**OFFICE OF THE SUPERINTENDENT
DOVER PUBLIC SCHOOLS
DOVER, NEW HAMPSHIRE**

TO: **DOVER SCHOOL BOARD**

DATE: June 8, 2015

MEMORANDUM: Renomination of Non Union Staff

In accordance with Chapter 189, Section 39 of the New Hampshire School laws of 1963, I hereby nominate the following persons for the designated positions for the 2015-2016 school year.

SAU OFFICE

Faure, Cathy	Facilities Coordinator
Groulx, Dorothy	Supervisor of Business Affairs
LaFleur, Robin	HR Coordinator/Admin Asst. to the Supt.
McKenney, Lucinda	Homeless Liaison
Rup, Kristen	Data Coordinator
Weeks, Silvia	Payroll and Benefits Manager

DHS

Landolfi, Lawrence	Parking Lot Supervisor
Raiche, Mark	Building Technology Coordinator

DMS

Black, Cheryl	Building Technology Coordinator
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Elementary Schools

Britt, Kathy	Building Technology Coordinator
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**OFFICE OF THE SUPERINTENDENT
DOVER PUBLIC SCHOOLS
DOVER, NEW HAMPSHIRE**

TO: DOVER SCHOOL BOARD

DATE: June 8, 2015

MEMORANDUM Nomination and Election of Staff Recalled

In accordance with Chapter 189, Section 39 of the New Hampshire School laws of 1963, I hereby nominate the following persons for the following funded positions for the 2015-2016 school year.

NAME	POSITION	SCHOOL	REPLACING	SALARY
Schleicher, Laura	French Teacher	DHS	Same position (previously 67%)	\$42,825.00

June 3, 2015

RE: Final approval request for travel to the Skills USA National Championship in Louisville, KY leaving Monday June 22, 2015 and returning Saturday June 27, 2015.

On behalf of the Dover High School Regional Career Technical Center, New Hampshire SkillsUSA medal winning students who will be representing DHS, I am writing you (The City of Dover School Board) to request your final vote of approval for travel to the SkillsUSA Championship competition. The four competing students will be supervised by DHS certified teachers Irvin Harris and Keith Austin.

Documentation previously submitted to the School Board in April 2015, supports this request. The aforementioned signed and submitted forms include the following;

- Letter of support written by DHS School Principal Peter Driscoll.
- DHS Statement of Agreement signed by chaperone's, students and parents
- Dover School District Field Trips and Excursions form Policy Code IJOA signed approval forms for all students going on the trip.
- DHS District Field Trip Notification and Permission Form IJOA
- SkillsUSA National Conference Travel Information including Chaperone contact information
- DHS Student Health records forms of all participating students with parental consent (forms will be secured and held by chaperones)
- School Certification of Contestants (required SkillsUSA documentation)
- Skills USA New Hampshire Group Reservation form
- National Leadership and Skills Conference Handbook
- 2015 National Skills Conference Schedule (6/22/15 to 6/27/15)
- List of participating NH schools along with names of all state wide student competitors
- Skills conference registration forms
- Contact cell phone numbers to notify chaperones

The ratio of Adults to students is 4 (students) to 2 (adults).

The SkillsUSA National Championship learning experience will be awesome for our students!

Thank you for your consideration.

Sincerely,



Irvin Harris M.Ed.

Computer Technology Teacher

ELAINE M. ARBOUR, Ed.D.
Superintendent of Schools
e.arbour@dover.k12.nh.us

KAREN M. TAYLOR
Business Administrator
k.m.taylor@dover.k12.nh.us



CHRISTINE BOSTON
Director of Pupil Personnel Services
c.boston@dover.k12.nh.us

PAULA GLYNN
Director of Curriculum, Instruction and
Assessment
p.glynn@dover.k12.nh.us

THE DOVER SCHOOL DISTRICT

SCHOOL ADMINISTRATIVE UNIT #11
McCONNELL CENTER
61 LOCUST STREET SUITE 409
DOVER, NEW HAMPSHIRE 03820-4132
TEL (603) 516-6800
FAX (603) 516-6809

TO: Dover School Board
FR: Elaine M. Arbour, Ed.D., Superintendent of Schools
RE: Donation Approval
DATE: June 8, 2015

The Garrison School PTA has chosen to donate \$550.00 to Garrison School Art Teacher Deanna Bird for the purchase of Crayola Airsoft Clay. This will be used for the entire school and includes the cost of shipping. Ms. Bird will be responsible for ordering, receiving, storage and use of the clay. Garrison School and the entire Dover School District greatly appreciate the donation and support of the Garrison School PTA.

I would like to respectfully request your acceptance of the donation noted above. School Board policy KCD requires that gifts of \$500 or more must be approved by the School Board. Thank you for your consideration.

ELAINE M. ARBOUR, Ed.D.
Superintendent of Schools
e.arbour@dover.k12.nh.us

KAREN M. TAYLOR
Business Administrator
k.m.taylor@dover.k12.nh.us



CHRISTINE BOSTON
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TEL (603) 516-6800
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TO: Dover School Board
FR: Elaine M. Arbour, Ed.D., Superintendent of Schools
RE: Donation Approval
DATE: June 8, 2015

The Garrison School PTA has chosen to donate \$500.00 to Garrison School for the purchase of a school wide license to www.teachingbooks.net. This software offers teaching resources to educators when they are teaching a book (including trailers for the books, interviews with the author, illustrator, etc.) Garrison teacher Lynn Adams will serve as the contact person and will publicize this resource to the other teachers, as well as assist with questions. Garrison School and the entire Dover School District greatly appreciate the donation and support of the Garrison School PTA.

I would like to respectfully request your acceptance of the donation noted above. School Board policy KCD requires that gifts of \$500 or more must be approved by the School Board. Thank you for your consideration.



**DOVER HIGH SCHOOL
AND
REGIONAL CAREER TECHNICAL CENTER**



PETER DRISCOLL
Principal
p.driscoll@dover.k12.nh.us

25 ALUMNI DRIVE
DOVER, NEW HAMPSHIRE 03820-4365
(603) 516-6900 Fax (603) 516-6926
www.dover.k12.nh.us/DHS

LOUISE PARADIS
Director of Career Technical Education
l.paradis@dover.k12.nh.us

DAVID BENNETT
Dean of Students
d.bennett@dover.k12.nh.us

EMILY SHERMAN
Dean of Instruction
e.sherman@dover.k12.nh.us

KIM STEPHENS
Dean of Students
k.stephens@dover.k12.nh.us

June 1, 2015

Dover School Board Members,

I'm requesting that you accept a donation for \$1,000 from Kennebunk Savings Bank to provide a scholarship for a worthy Dover High School student. We appreciate their generous support of our students' pursuit of higher education.

Thank you for your consideration.

Sincerely,

Peter Driscoll
Dover High School Principal

DOVER SCHOOL DISTRICT	JOB DESCRIPTION
DATE OF ADOPTION:	PAGE 1 OF 3

FIRST READING

Job Title: ~~Assistant Principal~~ **Dean of Students--Elementary**

Department: Dover School District

Reports To: Principal

Summary:

The primary responsibility of the ~~Assistant Principal~~ **Dean** shall be to assist and support the building principal in the leadership of the daily operation of the school program in a manner consistent with adopted laws, regulations, policies, and procedures. S/he shall support the maintenance of a safe, healthy and orderly learning environment conducive to the needs and best interests of the students assigned to his/her school. S/he shall support the creation and implementation of school goals and objectives that support the approved goals of the Dover School Board in its efforts to provide a rich educational experience designed to best meet the educational needs of each individual student in accordance with the mission and vision of the Dover School District. This position will be included in the Dover Administrators Association (DAA) and will be for 216 days, with most of the days being when students are in session.

Essential Duties and Responsibilities:

Essential duties and responsibilities include the following. Other duties may be assigned.

Communication & Educational Programming:

1. Assist with the development, implementation and monitoring of the school's educational programs to meet the needs of all students and to support school and SAU priorities
2. Establish and maintain a safe and effective learning environment, including addressing disciplinary and attendance issues under the supervision of the principal
3. Coordinate school events (e.g., assemblies, family events, etc.) under the direction of the principal
4. Develop effective relationships with students, families, staff, and community
5. Support the development of curriculum in collaboration with the principal and Curriculum Director
6. Coordinate connections between families and community agencies
7. Attend School Board meetings and other team/committee meetings as needed
8. Serve as contact with NH DOE consultants as appropriate

Staff Supervision & Professional Development:

9. Supervise and evaluate staff following the practices and protocols required within contracts and by the Superintendent, as directed by the principal
10. Support the maintenance of appropriate levels of staffing to ensure compliance with all laws, regulations, and accrediting bodies
11. Provide professional development for instructional, support, and administrative staff under the direction of the principal
12. Assist in the supervision of the maintenance of school facilities and food service in conjunction with the principal and Director of Business & Finance
13. Act as the principal in the principal's absence

DOVER SCHOOL DISTRICT	JOB DESCRIPTION
DATE OF ADOPTION:	PAGE 2 OF 3

Finances:

14. Support the development and monitoring of school budgets under the direction of the principal

Compliance & Reporting:

15. Complete required local, state, and federal reporting as directed by the principal
16. Support school accreditation/approval processes, as needed

Competencies:

To perform the job successfully, an individual should demonstrate the following competencies.

- Strong leadership skills
- Ability to work with a team
- Strong communication and interpersonal skills
- Ability to organize and prioritize tasks and projects

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The School Board reserves the right to select personnel found to be qualified in their judgment but not meeting all criteria listed.

Education and/or Experience:

Master's degree or higher; experience as a teacher and/or school leader

Technology Skills:

To perform this job successfully, an individual should have knowledge of recommended internet software and Office Suite or comparable products.

Certificates, Licenses, Registrations:

NH Certification or eligibility for NH certification as a school administrator (Principal or Assistant Principal)

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds.

DOVER SCHOOL DISTRICT	JOB DESCRIPTION
DATE OF ADOPTION:	PAGE 3 OF 3

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet to moderate. The pace is fast moving.

DRAFT

DOVER SCHOOL DISTRICT	POLICY CODE: GCBD
DATE OF ADOPTION: 11/19/14 A ROLL CALL VOTE PASSED: 7/0	PAGE 1 OF 7

Second Reading

RULES AND REGULATIONS IN THE APPLICATION OF ADMINISTRATIVE PERSONNEL POLICIES AND SALARY SCHEDULES

The following rules and regulations will govern the application of personnel policies for administrative personnel in the Dover public schools.

RECOGNITION:

The Dover School Board recognizes the administrative personnel as including the principals, deans, career technical center director, ~~director of curriculum, assessment and instruction, special education director,~~ and athletics and physical education director, who will be referred to throughout this document as administrative personnel. The administrative group is professionally responsible for the operation of the school system and is considered an integral part of the system in its relationship with the Dover School Board.

EVALUATIONS:

It is agreed and understood that prior to July 1 of each year hereafter, the administrator shall have been evaluated as to his/her professional service by appropriate certified personnel, and be given a copy of said evaluation that shall contain a provision allowing written comment by the administrator. A conference shall be held with the administrator to discuss the evaluation, and the administrator shall be given a full and complete opportunity to correct and improve upon any designated deficiencies within the next year following the evaluation. Should the administrator not be evaluated as required herein, the administrator's efforts and professional services shall be deemed conclusively to be at least satisfactory in all respects and for all purposes.

WITHHOLDING OF SALARY INCREASE:

The District may withhold the negotiated salary increase of an administrator whom the District determines is performing less than satisfactorily. This will not occur before the District identifies the administrator's weakness and makes reasonable attempts to help the administrator to overcome these weaknesses.

The phrase "reasonable attempts" shall include, but not be limited to the following:

- A. The provision of a written clarification of weakness(es).
- B. The provision of written goals, results, behavior patterns, etc., that the District deems necessary for that administrator to be satisfactory.
- C. Development of a written plan that will assist the administrator in reaching the above goals.
- D. Establishment of an evaluation schedule during the year that may include observations and discussions which may provide the administrator with guidance and direction.

ABSENCE REPORTING:

A record of leave will be submitted via Aesop for days not worked to include sick, vacation, and professional leave for all administrative personnel recognized by this policy.

BENEFITS:

Administrative personnel will receive any and all benefits pertaining to other groups of personnel in the Dover school system, including, but not limited to, the following:

1. Professional Incentive Compensation

Administrative personnel in degree-granting programs will be reimbursed up to the in-state UNH degree credit tuition costs with a limit of sixteen (16) credits per calendar year, while maintaining a grade of "B" or better. Administrative personnel enrolled in a course directly related to the individual's area of administrative responsibility, but who are not enrolled in a prescribed curriculum, will be reimbursed up to the UNH tuition costs up to eight (8) credits per year, while maintaining a grade of "B" or better. Course reimbursement will be paid only if taken in a New England state authorized program or other nationally accredited college or university. Foreign institutions will be evaluated based on credentials supplied to the superintendent prior to attendance.

The Dover School Board will contribute toward the cost of professional dues for administrative personnel upon presentation of membership to the superintendent and if funds have been budgeted and are available.

2. Sick Leave

200 day administrative personnel shall receive eighteen (18) days and full-year administrative personnel 220 or 225 days) shall receive eighteen (18) days sick leave with pay for personal illness for each year of service in the Dover school system cumulative to two hundred seventy five (275) days. Individuals may be asked for confirmation of an illness by a physician for seven (7) or more incidents of sick leave use in any school year.

3. Personal/Emergency Leave

Administrative personnel may request up to a total of five (5) days personal/emergency leave in a given school year without loss of salary. Such leave shall require the prior approval of the superintendent. In cases where the reasons are of a highly personal nature, prior notification shall be given, indicating that the reasons are personal with only such justification as is necessary to provide the superintendent with adequate cause to grant the request. Non-scheduled emergency leaves shall be supported in writing as soon after the fact as possible.

4. Funeral Leave

Pay shall not be deducted for up to five (5) days of absence related to the death of a member of the administrator's immediate family, defined as spouse, child, parent, or sister or brother residing in the household. Such leave shall be granted for up to three days for the death of a sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, parent-in-law, or of a relative living in the household. Such leave shall also be granted for one day for the death of a grandparent, aunt, uncle, or close personal friend if approved by the superintendent.

5. Military Leave

Military leave shall be granted to any administrator who is inducted or called to active duty in any branch of the armed forces of the United States. For the period of said call to active duty, said administrator will be compensated by the District paying the difference between their school district salary and their annualized military salary. Upon return from such leave, an administrator will be placed on the salary schedule at the level which the administrator would have achieved had the administrator remained actively employed in the system during the period of the absence. Salary scale growth limit is equal to the period of original induction or period of call to active duty.

6. Jury Leave

Administrative personnel on jury duty shall be entitled to pay differential and continued benefits while fulfilling this duty.

7. Parental Leave

An administrator who is pregnant shall be entitled, without pay or salary schedule growth, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) school year after the child is born. Except in cases of emergency the administrator shall give at least thirty (30) days notice prior to the date on which her leave is scheduled to begin. An administrator who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her required administrative duties.

A male administrator may be entitled, upon request, to a parental leave to begin at any time between the birth of his child and one (1) school year thereafter.

An administrator adopting an infant (birth to first birthday) child may be granted a parental leave at any time after the date of the adoption and may continue the leave for up to one (1) school year after the adoption. Such leave may commence upon the administrator's receiving de facto custody of the infant, or up to three (3) months earlier if necessary to fulfill the requirements for adoption.

Parental leaves will not exceed one year in duration, and an administrator on parental leave must notify the superintendent in writing of his or her intent to return to work by March 1, preceding the beginning of the school year.

8. Extended Leave

Administrators may request an unpaid extended leave of absence which shall be granted at the discretion of the superintendent and School Board for any of the following reasons:

- a. to pursue academic studies
- b. to accept a position with the Peace Corps, Vista, or a similar governmental agency
- c. for prolonged illness, needed rest, necessities of the home, professional improvement, or any other activity which would benefit the Dover school system

Upon return from an extended leave of absence administrative personnel shall be assigned to the same or a substantially equivalent position. All benefits to which the administrator was entitled at the time of the leave, including accumulated sick leave, shall be restored upon return.

9. Health Insurance

The School Board shall provide health insurance for administrative personnel during the term of their employment through the SchoolCare program or another program providing substantially equivalent or improved coverages or services on the following basis:

Ninety percent (90%) of the premiums of the SchoolCare Point of Service Option, or the School Care HMO Option.

If an administrator does not subscribe to the School Department of the City of Dover, New Hampshire, New Hampshire School Health Care Coalition plan, SchoolCare health program, or to another City of Dover health insurance plan through a family member, he/she will receive a lump sum payment of three thousand dollars (\$3,000) on or before December 15th of the school year.

The School Board agrees to submit or have submitted retired administrators' payments for health insurance at the School Department group rate.

10. Life Insurance

The School Board shall provide life insurance coverage for administrative personnel during the term of their employment in the amount of \$100,000 for natural death and \$200,000 for accidental death. Coverage for new personnel will not begin until the first of the month following the completion of a thirty- (30) day waiting period.

11. Dental Insurance

The School Board shall provide and pay the premiums for dental insurance through the Delta Dental Insurance Plan or a substantially equivalent plan for administrative personnel during the term of their employment. Coverage shall be for individuals or their families, as appropriate, and coverage for new personnel will not begin until the first of the month following the completion of a thirty- (30) day waiting period.

12. Disability Insurance

The School Board shall provide for administrative personnel an income insurance program which will provide the following coverage: seventy percent (70%) of monthly salary up to \$5,000 maximum to begin after ninety (90) consecutive calendar days or expiration of accumulated sick leave, whichever is greater. Said insurance will run until age sixty-five (65) and shall be coordinated with Social Security benefits.

13. Longevity

Administrative personnel shall receive a longevity benefit for service in the Dover school system (teaching and administrative) as follows:

Upon completion of ten years	\$500
Upon completion of fifteen years	\$550
Upon completion of twenty years	\$625
Upon completion of twenty-five years	\$700
Upon completion of thirty years	\$775
Upon completion of thirty-five years	\$850

14. Severance Pay

All retiring administrative personnel, as well as those leaving who have at least ten (10) years of service in the Dover School District, shall receive severance pay in the amount of forty percent (40%) of their accumulated sick leave at their current per diem rate.

15. Tax-deferred Annuity

The School Board shall allow administrative personnel to take advantage of the federal law regarding tax-deferred annuities. Any new group must have at least ten (10) members.

16. Holidays

All administrative personnel shall observe the following holidays and any other days as may be designated from time to time:

New Year's Day
Martin Luther King, Jr., Day
Presidents' Day

Monday of Spring Vacation (Fast Day)
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans' Day
Day before Thanksgiving
Thanksgiving Day
Friday following Thanksgiving
Christmas Eve (1/2 Day)
Christmas Day
The Day after Christmas
New Year's Eve (1/2 Day)
Work day following Christmas, should school be in session on one of the holidays listed above

17. Work Day Schedule

200 day administrative personnel shall provide the Superintendent with a schedule for days to be worked prior to July 31st of each year.

Full year (contracted for 220 or 225 days) administrative personnel shall provide the Superintendent with a schedule for days to be worked prior to July 31st of each year. Full year administrative personnel will be contracted for 220 or 225 days based upon their years of service in the Dover school system as follows:

From zero (0) to five (5) years: Contracted for 225 days worked

At the beginning of six (6) year or more: Contracted for 220 days worked

Any changes to your work schedule must be submitted to the Superintendent for approval. Any carry forward of non work days must be approved by the Superintendent and used by December 31st.

Administrators are able to carry over no more than ten (10) days of vacation leave into the subsequent school year. In addition, all carry-over leave must be taken on or before December 31 of that year, or it will be forfeited.

18. Mileage Allowance

Administrators shall be paid \$150.00 on or before December 31 and \$150.00 on or before the close of the school year for in-district travel. They will continue to be able to submit requests for mileage for out-of-district travel.

SALARIES:

Administrators will receive the following stipends:

Stipends: CAGS: \$750 Doctorate: \$1,500

SALARY RANGES BY CATEGORY FOR ALL NEW EMPLOYEES HIRED DURING THE DURATION OF THIS CONTRACT.

Principal	\$85,000	to	\$110,000
Director	\$79,000	to	108,000
Dean	\$75,000	to	95,000

Salary ranges and work day schedules will be revisited.

Any request to exceed the salary range scale when hiring a new employee must be approved by the Dover School Board.

Annual Salary Adjustment

Year 1: **5%**

Year 2: **4%**

Year 3: **4%**

Salaries in Year 2 and Year 3 will be opened for discussion as mutually agreed upon by the DAA and the Dover School District.

NOTE: Nothing in this document shall preclude administrators receiving additional benefits as may be granted by the School Board

Reviewed April 2014

Readopted May 2014

RESOLUTION OF RECOGNITION

RE: *Dover School District Staff Retirements 2015*

WHEREAS *the Dover School District relies upon dedicated individuals to work with our students, and*

WHEREAS *those dedicated teachers and staff members can have a life-long impact in the life of a child, and*

WHEREAS *this level of dedication demonstrates a sense of compassion, caring, and love for students, and*

WHEREAS *one measure of dedication is their many years of service to the community, and*

WHEREAS *those individuals worked tirelessly for many years and each day arrived at work with one goal in mind: to make the Dover School District a safe and exciting place for children, and*

WHEREAS *the following individuals have worked selflessly for a total of 265 combined years for the Dover School District.*

*Jean Calculator
Dana Heath
Laura Horan
Carol Kennedy
Tice Leonard
Claudia Lynch
Susan Looker
Sheila Madsen
Francine Mroz
Elaine Nyberg
Judy Stone*

NOW THEREFORE BE IT RESOLVED *that the Dover School Board and the Dover School community acknowledge the contribution and thank these most important individuals for many years of dedicated service and devotion to the children and community of the Dover School District.*

SUBMITTED BY:

Amanda L. Russell, Chairperson

Betsy Andrews Parker, Vice Chairperson

Kathleen Morrison, Secretary

Doris Grady

Sarah Greenshields

Michelle Muffett-Lipinski

Carole Soule McCammon

June 8, 2015

**RESOLUTION
JUNE 8, 2015**

RE: **Federal Funds 2015-16**

WHEREAS Federal funds allocations for Titles I, I, Part D, II, and III, have not yet been finalized, districts have been advised to use last year's allocation figures for planning purposes, and

WHEREAS If allocations remain stable for FY16 Dover will receive:
\$813,502 for Title I (Elementary and Secondary Education Act) –
\$88,549 for Title I, Part D (Neglected and Delinquent Funds)
\$288,654 for Title II (Highly Qualified Teachers)
\$ 20,822 for Title III (English Speakers of Other Languages)

with, per State and Federal directive, a proportional amount being allocated for the qualifying and participating private schools and

WHEREAS The Title I Project Manager and the Director of Curriculum, Instruction and Assessment after consultation with public and private school staff and administration at local and state level, recommends the following utilization of the Federal funds for FY16:

WHEREAS For Title I:
Woodman Park – Part time Enrichment Coordinator, 11 full time and 2 part time tutors, one part time Family Outreach Coordinator, one part time RTI coordinator, project administration, benefits, professional development, supplies and related materials.
Dover Middle School - 2 full time Title I/intervention tutors, TI coordinator, Literacy facilitator, math intervention, benefits, supplies and related materials for at-risk students grades 5-8.
St. Mary Academy - One part time literacy tutor, benefits, related supplies and materials

WHEREAS For Title I, Part D:
Dover Children's Home - Independent Living Counselor, Academic and Vocational Counselor, salaries and benefits.
Dover Middle School - 1 part time social worker, benefits and supplies.

WHEREAS For Title II:
For the three elementary schools - three .5 literacy facilitators for the district, project administration, benefits, professional development activities and related materials
Private schools - professional development.

WHEREAS For Title III:
Professional development activities, supplies and related materials.

NOW, THEREFORE, BE IT RESOLVED that the Dover School Board approve the utilization of Federal Titles I, I, Part D, II, and III, funds for FY16 as recommended above.

SUBMITTED BY: Amanda Russell, Chairperson
Dover School Board
BY REQUEST

JUNE 8, 2015

RESOLUTION

June 8, 2015

RE: Special Education Federal Funds

WHEREAS the IDEA Part B and IDEA Preschool allocations for next year have not been finalized, and

WHEREAS Dover expects to receive federal funds of \$827,374 for IDEA Part B, and \$12,705 for IDEA Preschool funds, and

WHEREAS the Pupil Personnel Services Director, after consultation with staff of both public and private schools, and with parent input at team meetings, recommends the following utilization of federal special education funds for FY 16:

Continued funding of previously established positions to include a part time reading specialist for Dover High School; a family services facilitator; a part time preschool teacher; three special education teachers providing special education coordination services; a masters level social worker; an elementary special educator; a high school special educator; tutors funded from the proportional share to provide special education and related services for students attending private schools;

WHEREAS it is recommended that funds continue to be utilized for contracted services from an Audiologist to assist teachers and related service providers on meeting the needs of students with hearing loss or hearing impairments; contracted services from an ABA instructor and BCBA consultant to provide applied behavioral analysis and other methodology specific to student with autism disorders; consultation and evaluation of Assistive Technology needs of students with disabilities; contracted evaluations from specialists as part of initial eligibility determination and re-evaluation of eligibility for special education; contracted staff development and workshop fees for both public and private school staff in legal requirements in special education, programming for students with disabilities, transition, drop-out prevention; and the purchase of materials, computers, software, on-line data storage, and equipment related to the instruction of special needs students in both public and private schools; and

WHEREAS it is recommended that Preschool funds be used to fund a part time preschool teacher

NOW, THEREFORE, BE IT RESOLVED that the Dover School Board approve the utilization of federal IDEA Part B and Preschool funds for FY16 as recommended above.

**SUBMITTED BY: Amanda Russell, Chairperson
 Dover School Board
 At Large
 BY REQUEST**

RESOLUTION
June 8, 2015

RE: Career & Technical Education Carl Perkins Federal Funds

WHEREAS Carl Perkins Program Improvement grant allocations for the coming year (FY 2016) have not been finalized, and

WHEREAS the Career and Technical Education Director, after collaboration with teachers, program advisory committees, and New Hampshire Department of Education staff, recommends the following utilization of federal career and technical education funds as designated by the New Hampshire Department of Education for FY 2016:

continued funding for the improvement of academic skills, strengthening connections with postsecondary education, preparing students for occupations in demand that pay family supporting wages, and investing in effective, high quality programs, professional development, equipment, supplies and other related supporting materials.;

NOW, THEREFORE, BE IT RESOLVED that the Dover School Board approve the utilization of federal program improvement funds for FY 2016 as recommended above.

SUBMITTED BY: Amanda L. Russell, Chairperson
Dover School Board
BY REQUEST

JUNE 8, 2015

RESOLUTION

JUNE 8, 2015

RE: **Authorized Signature**

WHEREAS federal applications demand a School Board authorized signature, and

WHEREAS yearly applications have to be submitted by various program directors;

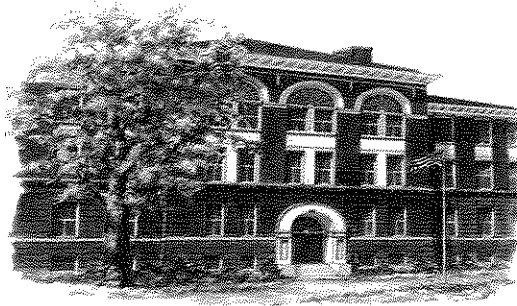
NOW, THEREFORE, BE IT RESOLVED by the Dover School Board that Elaine M. Arbour, Superintendent of Schools, or her designee, or Karen Taylor, Business Administrator or her designee, be authorized to sign all federal and state grant applications.

SUBMITTED BY: **Amanda Russell, Chairperson
Dover School Board**

June 8, 2015

ELAINE M. ARBOUR, Ed.D.
Superintendent of Schools
e.arbour@dover.k12.nh.us

KAREN M. TAYLOR
Business Administrator
k.m.taylor@dover.k12.nh.us



CHRISTINE BOSTON
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THE DOVER SCHOOL DISTRICT

SCHOOL ADMINISTRATIVE UNIT #11
McCONNELL CENTER
61 LOCUST STREET SUITE 409
DOVER, NEW HAMPSHIRE 03820-4132
TEL (603) 516-6800
FAX (603) 516-6809

TO: Dover School Board

FROM: Karen M. Taylor, Business Administrator

DATE: June 8, 2015

RE: Contract Renewal – Café Services, Inc.

It is my recommendation that the School Board approve the District's contract with Cafe Services, Inc. for FY 2016 (the third of four renewal years) of the contract signed on August 24, 2012. One subsequent renewal year remains for FY 2017, at which time the District will rebid for the service.

The contract extension documents are attached for your review.

The table below reflects the recommended price increase for FY 2016.

	FY 2014	FY 2015	FY 2016
Elementary – Breakfast	\$1.25	\$1.25	\$1.35
Elementary – Lunch	\$2.25	\$2.25	\$2.35
Middle/High School – Breakfast	\$1.25	\$1.25	\$1.35
Middle/High - Lunch	\$2.75	\$2.75	\$2.85

Dover School District Mission Statement

Strengthening our community by educating every child, every day!

SCHOOL FOOD SERVICE AGREEMENT

Date: April 22, 2015

Client: Dover School District

Contractor: CAFE SERVICES INC.

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SCHOOL FOOD SERVICE AGREEMENT

THIS AGREEMENT is dated as of April 22, 2015 between CAFE' SERVICES, INC., 749 E Industrial Park Drive, Manchester, NH 03109 (called "contractor") and The Dover School District, SAU #11, 6 Locust Street, Suite 409, Dover, NH 03820 (called "Client").

Contractor and Client agree:

SECTION 1. AUTHORIZATION AND SERVICE AREAS

1.01 Contractor is authorized and directed to manage and operate the "Food Services" offered by Client relating to the following school: Dover School District. School Food Service Agreement. The original contract was effective as of 7/1/12 and included up to 4 one-year renewal options, unless terminated by either Party as hereinafter provided. This is the 3rd renewal option, effective as of July 1, 2015 and continuing through June 30, 2016.

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

SECTION 2. SERVICE POLICIES. STANDARDS

2.01 Contractor shall be responsible for the management and operation of Food Services on the Premises including: general supervision of food service areas; employment of personnel; purchasing of food and non-food supplies and supervision of sanitation and safety practices. "The District shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations" (210.16 (a) (3)). "The SFA retains control of the quality, extent, and general nature of its food service and the prices to be charged for meals. 210.16(a)(4)". "Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used."

2.02 The food, confections and beverages furnished by Contractor shall be wholesome, palatable, and nutritious and shall be professionally prepared and presented. Contractor shall receive no payment for meals that are spoiled or unwholesome at time of delivery, or do not meet the detailed specifications for each food component as specified in Federal Register, 7 CFR; 210.10 for lunches and 220.8 for breakfasts in the meal pattern or do not otherwise meet the requirements of this Agreement.

2.03 Contractor's meal service (1) shall serve students on such days and at such prices as Client shall prescribe; (2) shall be meals which follow the menus and recipes prepared by Contractor and approved by Client; and (3) shall meet the requirements prescribed by the National School Lunch Program (NSLP), Fresh Fruit & Vegetable Program (FFVP) and the School Breakfast Program (SBP) of the United States Department of Agriculture and additional requirements as established by the State of New Hampshire, Commissioner of Education (called "State Agency"). Client shall retain signature authority for the Program Agreement, reimbursement claims, and free and reduced price meal applications as specified in the Federal Register 210.16(a) (5). In addition, the Client shall maintain control of the school food service account and overall financial responsibilities for the NSLP 210.16 (a) (5). "The District shall ensure that the food service operation is in conformance with the SFA's agreement under the program." (210.16 (a) (2)).

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

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

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

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

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

a. Contract Requirements and Procurement

- i. All donated foods received for use by the recipient agency for the school year covered by the contract shall be used in the recipient agency's food service.
- ii. The FSMC will provide the following services in relation to commodity foods:
 1. Preparing and serving meals
 2. Ordering or selection of donated foods, in coordination with the recipient agency in accordance with 7 CFR 250.52
 3. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
 4. Payment of processing fees and or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with subpart C of 7 CFR 250

b. Crediting for, and use of, donated foods

i. The FSMC will credit the recipient agency for the value of all donated foods received for use in the recipient agency's meals service in a school year (including both entitlement and bonus foods).

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

1. The FSMC shall use the USDA's November 15th list of commodity food values to report the value of donated foods in its disclosure of the value of donated foods to the recipient agency on its billing documents.

iii. All donated foods shall be used in the recipient agency for food service.

c. Storage and inventory management of donated foods

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

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

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

d. Recordkeeping and reviews

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

1. The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;
2. Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products; and
3. Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.
4. The distributing agency, subdistributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
5. Extensions or renewals of the contract, if applicable, are contingent upon fulfillment of all contract provisions relating to donated foods.

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

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

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

Any federally donated commodities received by Client and made available to Contractor will accrue only to the benefit of Client's non-profit food service operation and be utilized therein. Such donated commodities shall be separated and apart from the purchases inventory of food and supplies. To the maximum extent feasible Contractor shall use in the preparation of the meals and other foods served to the children, usable food donated by USDA for the use of Client. Contractor shall maintain adequate storage, recipes, inventory, and control of such donated foods to ensure that its use is in conformance with Client's agreement with the State Department of Administrative Services. Contractor shall give the School Food Authority, USDA/NSLP, and appropriate State representative's access to the donated commodities storage areas. In addition, failure by Contractor to maintain records required in using donated foods shall be considered prima facie evidence of improper distribution, use of loss of the donated foods. The Client reserves the right to assert claims against Contractor as set forth in Federal Register, 7 CFR Part 250, Section 250.6 (6), subsection 3, and shall obtain restitution from the

Contractor in connection with any claim for improper distribution, use or loss of or damage to the donated food. "The District shall retain title to USDA donated foods." (210.16 (a) (6).

2.09 All goods, services or monies received by Contractor as a result of rebate will be utilized in the Client's food service program. Any discounts and credits and rebates will be identified on the invoice and credited against expenses monthly. Contractor shall report a listing of all discounts, rebates or credits that have accrued to the benefit of the School Food Service Authority annually. Any and all discounts, rebates and credits earned at the School Food Service Authority will be credited to the benefit of the School Food Service Authority. In the event the school is closed prior to any discounts, rebates and credits earned are calculated Contractor shall report all discounts, rebates and credits and pay the School Food Service Authority any additional funds not credited on the monthly billing within 120 days of the closing. Contractor shall provide adequate information and tracking systems to report and to determine allowable and unallowable costs and the amount of the discounts, rebates and credits on all submitted invoices and reporting.

2.10 Contractor will adhere to School Food Service Authority's written code of conduct that includes procurement practices:

2.11 Client's faculty and staff shall be permitted to purchase meals or a la carte items sold on the Premises, however, adult meals must be priced to include the entitlement cost of any commodity used. Catered meals should not include commodity use and/or must show on any invoice the commodity used and the actual entitlement costs associated. A la Carte costs should be priced according to industry standards and costing principles.

2.12 Contractor shall purchase food products that are produced or manufactured in the United States whenever possible and will abide by the "Buy American" Act as appropriate and possible.

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

SECTION 3. CLEANING, LAUNDRY, MAINTENANCE, UTILITIES

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

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

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

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

3.05 Contractor shall pay for all long distance calls, and other services in addition to the basic telephone service will be provided by Client.

3.06 Contractor and Client shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act of 1970 as amended (42 U.S.C. 1857B), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor and Client will also comply with the mandatory standards and policies relating to energy efficiency as contained in the State energy conservation plan issued in compliance with Energy Policy and Conservation Act (PL 94-163). Part 3016.36(i).

SECTION 4. EQUIPMENT FIXTURES, FURNITURE, EXPENDABLES, VEHICLES

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

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

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

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

SECTION 5. PERSONNEL

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

5.02 During this Agreement and for two (2) years following its termination, Client agrees not to hire for any position, any present or past supervisory employee furnished by Contractor without written consent from the Contractor.

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

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

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

5.06 Contractor shall comply with Section 103 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Part 3016.36(i).

5.07 The Contractor shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto.

SECTION 6. INSURANCE. INDEMNITY

6.01 Contractor shall maintain as a direct cost of operation the following insurance coverage: Workers Compensation providing statutory coverage A and coverage B limits of \$500,000/\$500,000/\$500,000. A comprehensive General Liability policy with a limit of \$1,000,000 combined single limit for bodily injury and property damage. A comprehensive automobile policy with a limit of \$1,000,000 combined single limit for bodily injury and property damage. Umbrella excess policies providing limits of not less than \$5,000,000 combined single limit over the primary coverage. Certificates of insurance for the foregoing requiring 30 days notice prior to cancellation shall be delivered to the Client within 30 days of the effective date of this Agreement.

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

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

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

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

SECTION 7 LAWS. LICENSES. TAXES

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

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

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

SECTION 8. ADDITIONAL SERVICES

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

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

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

SECTION 9. FINANCIAL ARRANGEMENTS: ACCOUNTING

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

9.02 Contractor shall invoice the Client on a monthly basis for the Cash deposits, Government Reimbursements, and Function sales. Contractor shall prepare a monthly statement detailing the revenues and expenses incurred in the food service program per the bid specifications and forward to the Client within twenty (20) days after the months closing. Payments to be per "Addendum 8" Schedule of Payments. The sum of which not in excess of Contractors actual net allowable costs computed by deducting certain rebates, discounts and other credits and other such items as may be stipulated by the Client from time to time. If any amount owed to Contractor is not paid within Twenty (20) days of the due date, Contractor shall be entitled to collect a late charge equal to one and one half percent (1.5%) per month (or in the event applicable law prohibits the charge of such rate, at the maximum legal rate permitted) on the unpaid amount from the due date until paid in full together with costs of collection, including reasonable legal fees. No Food Service funds may be used to cover the costs of interest payments.

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

9.04 Contractors Administrative/Service Fee of professionally administrating the school districts food service program includes overhead expense for corporate services, covering area supervision and accounting, purchasing, personnel, research, payroll, banking, data processing, contract administration, and other related administrative functions. Administrative/Service Fee expenses are flat rate charges and

will be charged to the SFA equally over a ten-month period beginning in September and ending in June.

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

9.06 Contractor shall charge the Client an administrative/service fee expense of \$75,000.00 per annum, prorated and payable in ten (10) monthly installments. The Contractor's Administrative/management fee will be reduced to cover any loss in the foodservice account. If the loss exceeds the amount paid for the Administrative/Management fee, then the Contractor will reimburse the food service account, making it whole.

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

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

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

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

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

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

9.13 Contractor shall, at all times, maintain accurate records of merchandise, inventories, surplus commodities, sales, cash collections, taxes, Federal and State reimbursements, costs of operation, Contractor administrative fee and management fee in

connection with the operation or its food service on Client's premises and Client shall have the right to inspect said records at the facility during business hours upon reasonable advance notice.

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

SECTION 10. TERMS, RENEWAL, TERMINATION

10.01 Amendment to existing contract dated July 1, 2012. This amendment is dated July 1, 2015 and ending June 30, 2016. This is the Third Amendment to the existing contract, which was renewable each year for four (4) additional one-year terms, unless at the option of either party, written notice of non-renewal is given to the other party at least sixty (60) days prior to the start of the school year. Also that the Administrative and Management Fee amounts charged by the Contractor shall be negotiated between both parties and be recorded as a line item in the projected food service operating budget.

10.02 Notwithstanding Section 10.1 either party may terminate this Agreement

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

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

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

SECTION 11. NOTICE

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

SECTION 12. RELATIONSHIP: CONFIDENTIALITY OF RECORDS

12.01 The relationship of Contractor to Client shall at all times be that of an independent contractor. Client is interested in the general nature and results and the manner, method or means by which Contractor renders Food Services.

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

SECTION 13. NON-DISCRIMINATION

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

SECTION 14. MISCELLANEOUS

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

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

14.03 This Agreement is the entire Agreement and supersedes any other prior Agreement or communications whether written or oral except for Contractor's terms in the proposal dated June 26, 2012 which are not inconsistent with terms of this agreement shall be incorporated into this Agreement by reference. No changes shall be effective unless in writing and signed by the party to be charged.

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

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

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

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

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

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

Attest: Dover School District

By: _____

Title: _____

Date: _____

Attest: Café Services, Inc.

By: _____

Title: President & CEO

Date: _____

Reviewed by State Agency:

By: _____

Title: _____

Date: _____

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

By submission of this proposal, the FSMC certifies that:

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

Typed or printed name of signator

J. Brian Stone

Typed or printed name of person authorized to submit the proposal

Signature of person authorized to submit this proposal

President & CEO
Title

Date

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

Submit the proposal of this corporation Café Services, Inc. for the Food Service
(company name)

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

Addendum - 2
Certificate of Independent Price Determination

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

Café Services, Inc.
Name of Food Service Management Company

Dover
Name of School Food Authority

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

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

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

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

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

Signature of Food Service Management
Company's Authorized Representative

President & CEO
Title

Date

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

Signature of School Food Authority's
Authorized Representative

Title

Date

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

Addendum - 3
CERTIFICATION REGARDING LOBBYING

Applicable to

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

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

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

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

Name/Address of Organization

Café Services, Inc.
749 E Industrial Park Drive
Manchester, NH 03109

J. Brian Stone, President

Printed Name/Title of Submitting Official

Signature of Submitting Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

(See reverse for public burden disclosure.)

19

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

Reporting entity: _____ Page ____ of ____

Addendum – 4 (cont.)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Addendum - 5
U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension. 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS OF REVERSE)

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

Café Services, Inc.

Organization Name

PR/Award Number or Project Name

J. Brian Stone, President & CEO

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

Signature(s)

Date

Form AD-1048 (1/92)

Addendum – 5 (cont.)

Instructions for Certification

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

Form AD-1048(1/92)

Addendum - 6

CLEAN AIR AND WATER CERTIFICATE

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

(NAME OF FOOD SERVICE MANAGEMENT COMPANY)

(NAME OF SCHOOL FOOD AUTHORITY)

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

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

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

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

SIGNATURE OF FOOD SERVICE MANAGEMENT
COMPANY'S AUTHORIZED REPRESENTATIVE

President & CEO
TITLE

DATE

SIGNATURE OF SCHOOL FOOD AUTHORITY'S
AUTHORIZED REPRESENTATIVE

TITLE

DATE

Addendum - 7

ENERGY POLICY AND CONSERVATION ACT CONTRACT ADDENDUM

Café Services, Inc. agrees to comply with the
Food Service Management Company (FSMC)

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

For: Café Services, Inc.

For the Board of Education

Signature

Signature

President & CEO

Title

Title

Date

Date

“Addendum 8”

Café Services Food Service Agreement

Schedule of Payments

The Dover School District shall make monthly payments to Café Services Inc. based on the 2015 / 2016 Food Service Agreement as follows:

Projected annual costs of \$1,469,862.00

Monthly reimbursement payments to Café Services at 1/10th of total costs or \$146,986.20 per month payable on or before the first of each month September 2015 through June 2016. The June payment to be 50% of the regular payment.

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

Café Services and the Dover School District representatives agree to meet periodically throughout the school year to review and update the payment schedule accordingly.

Dover School District

Café Services Inc.

By: _____

By: _____

It's _____

It's President _____

Date _____

Date _____

Café Services Inc.

Dover School District

2015/2016 Proposed Price List

	"Type A" Lunch			"Type A" Breakfast		
	Full Price	Reduced	Adult	Full Price	Reduced	Adult
Elementary School	\$2.35	.40	\$3.35	\$1.35	.30	\$2.35
High School & Jr. High	\$2.85	.40	\$3.35	\$1.35	.30	\$2.35
High School Meal Deal Breakfast with breakfast sandwich			\$2.00	.30	\$3.50	
				Ala Carte Milk		.50

Dover School District

Food Service Base Bid 2015/2016

<u>Projected Income</u>	
Student Breakfast	13339
Adult Sales	18527
Student Lunch	506573
A la carte	290406
FFVP	27000
Special Functions	4500
Fed and State	
Reimbursements	660588
Total Income	\$1,520,933
<u>Projected Costs</u>	
Labor Costs	671263
Food Cost	684420
Commodity Value	-75000
Paper Supplies	41000
Cleaning Supplies	12500
Laundry & Uniforms	4500
Insurance	15209
Office Supplies/Postage	5000
Computerization	1500
Depreciation	18920
Advertising/Promotions	2500
Employee Training	1000
USDA	
Delivery/Administrative	8500
Licenses	1750
Bond Expense	1800
Administrative/Service Fee	75000
Total Costs	\$1,469,862
Net (cost)/ return to District	\$51,071

The updated base bid is for the 2015/2016 school year. Renewal of the existing foodservice agreement between the Dover School District and Café Services, Inc. All other arrangements and specifications agreed upon in the original agreement are to be carried forward with this renewal.

Dover School District

Café Services, Inc.

By: _____

By: _____

It's: _____

It's: President _____

Date: _____

Date: _____

ELAINE M. ARBOUR
Superintendent of Schools

KAREN M. TAYLOR
Business Administrator



SCHOOL ADMINISTRATIVE UNIT #11
McCONNELL CENTER
61 LOCUST STREET SUITE 409
DOVER, NEW HAMPSHIRE 03820-4132
TEL (603) 516-6800
FAX (603) 516-6809

THE DOVER SCHOOL DISTRICT

TO: Members Dover School Board
FROM: Karen M. Taylor, Business Administrator
DATE: June 8, 2015
RE: Results of Request for Proposal for Garrison Roof Replacement

On May 12, 2015 the Dover School District issued the following Request for Proposal.

You are invited to submit a Proposal to Replace designated sections of the Roof on the Garrison Elementary School in accordance with the attached specifications, terms and conditions. Prospective respondents are advised to read this information over carefully prior to submitting.

Four bids were received in response to this invitation. The bid summary details are attached.

Based on the pricing on the attached Bid Results Summary attached, I am recommending the bid be awarded to **A&M Roofing Services out of Andover, MA.**

Dover School District Mission Statement

Strengthening our community by educating every child, every day!

GARRISON ROOF PROJECT Dover High School Auditorium
May 22, 2015 Bid Results

Name of Vendor	Base Bid	Cost to Install Ladder (Section 07710)	Available Bond Capacity (100% of the Contract Sum)
A & M ROOFING SERVICES, LLC	\$477,500	\$1,800	\$1,000,000
TECTA AMERICA NEW ENGLAND	\$550,500	\$3,500	\$550,500
RCH ROOFING CORP	\$573,470	\$5,000	\$8,250
ROCKWELL ROOFING INC.	\$586,565	\$6,900	\$10,000

□

ELAINE M. ARBOUR
Superintendent

KAREN M. TAYLOR
Business Administrator



SCHOOL ADMINISTRATIVE UNIT #11
McCONNELL CENTER
61 LOCUST STREET SUITE 409
DOVER, NEW HAMPSHIRE 03820-4132
TEL (603) 516-6800
FAX (603) 516-6809

THE DOVER SCHOOL DISTRICT

TO: Members Dover School Board
FROM: Karen M. Taylor, Business Administrator
DATE: June 8, 2015
RE: Garrison Roof Construction Management Services

On December 10, 2014 the Dover School District issued the following Request for Proposal.

The Dover School District, SAU #11, of Dover NH is seeking proposals from qualified firms to perform Professional Services involving Investigation, Design, Construction Documents, Project Management and Construction Management for Roof Replacement at the Garrison Elementary School, located at 50 Garrison Road, Dover, NH 03820. Consulting firm may not be affiliated with a roofing contractor or roofing materials supplier.

One response was received from ARM Roof Consultants from North Hampton, NH. I have attached a copy of the cover letter received from them which provides a summary of their skills and experience as well as the cost for your review.

I am recommending that we accept the proposal from ARM Roof Consultants for Construction Management.

On-site Construction Management @ \$120.00 per hour plus travel expense of \$22/visit. Please see the attached detail.

Comment and concerns from the community regarding the selection of the proper roof are significant enough to warrant this type of service.

Dover School District Mission Statement

Strengthening our community by educating every child, every day!

RFP.. Roof Design Consultant for Garrison Elementary School Roof Cost Proposal.

SAU#11, Dover School District
McConnell Center
Attn: Karen Taylor
61 Locust Street, Suite 409
Dover NH 03820

DUE DECEMBER 22,2014 by 11:00 am

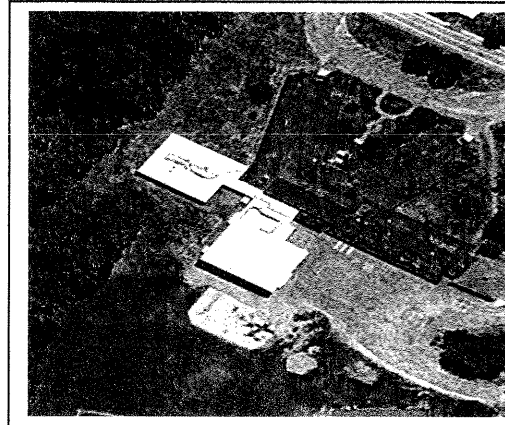


COST PROPOSAL

December 18, 2014

Karen Taylor
Business Administrator
SAU#11- Dover School District
61 Locust Street, Suite 409
Dover, NH 03820
k.m.taylor@dover.k12.nh.us

RE: Garrison Elementary School
Request For Proposal



We, at _____ propose to provide professional roof management services for the School District, SAU#11, in The City of Dover, at the following location:

GARRISON ELEMENTARY SCHOOL
50 Garrison Road
Dover, NH 03820

The services involve investigation, design and project management services for replacement of the existing roof assembly. The scope is outlined as follows:

A. SCHEMATIC DESIGN:

1. Review of records, plans, specifications and other documents pertaining to the project.
2. Investigate and review local codes and ordinances to ensure that the project conforms to building and wind uplift criteria established for the region.

B. PRELIMINARY DESIGN DEVELOPMENT:

1. Detailed investigation of existing roof system and related components including insulation, flashings, counter-flashings, parapet walls, expansion joints and flashing details of rooftop units and other associated penetrations.
2. Evaluate existing drainage system to determine the possible need for tapered insulation and/or additional drains.
3. Extract core samples from each area designated for re-roofing and provide laboratory documentation showing that the samples have been tested for asbestos (if needed).
4. Provide limited visual inspection of structural deck, where accessible, to assist in determining the need for repair of decking or drainage components, (No structural survey completed).



5. Engage the services of a roofing Contractor to make several large test cuts, enabling fastener and adhesive pull tests, on the concrete deck to be conducted. Thus, allowing a more detailed evaluation to review the overall conditions and make design recommendations for the new assembly.
6. Present various options and a preliminary design plan for reroofing; based on investigation, budget figures and the operational goals of The City of Dover School District(SAU#11).
7. Submit an updated statement of probable construction costs.

C. CONSTRUCTION DOCUMENTS:

1. Upon approval of the preliminary design development, prepare detailed plans and drawings for the work. Plans shall include a roof plan of the entire facility showing all penetrations and equipment as well as detail drawings for all flashings, coping caps and other details.
2. Develop complete specifications (CSI format) for all work including deck repair. Specifications shall outline the type and quality of all materials and establish construction standards for the work.
3. Provide Bid forms.

O. PROJECT MANAGEMENT:

1. Conduct Pre-bid meeting and roof walkover with designated roofing contractors. Minimum agenda will include review of specifications and plans, safety requirements, set up areas and other pertinent business related to the project.
2. Assist owner in reviewing bids and conduct telephone conference with the successful bidder to ensure that the bidder understands all aspects of the project and is able and willing to comply with the project timeline.
3. Schedule and conduct Pre-construction meeting and roof walkover with successful contractor's foreman. The purpose of this meeting is to familiarize foreman with site and to review specifications, safety requirements and answer any questions.
4. Review contractor's submittal data, drawings and samples.
5. Perform Final inspection and project close-out at completion of project, providing contractor with punch list, if necessary.
6. At completion, a binder will be assembled containing all documentation associated with the project. Specifications, drawings, laboratory tests, photos, daily field reports, warranty and all written correspondence will be included.



E. ON-SITE Construction Management: (Billed Separately)

1. Provide on-site inspection throughout all critical phases of project. Inspector will not be present during set-up and clean-up operations, unless requested. Photographs of work in progress will be submitted along with daily field reports recording the day's events. Work progress, field observations, quality standards, proposed changes and other business relating to the project will be reviewed.

DESIGN COST PRICING

1. Schematic Design & Project Acceptance	\$ 6,000.00
2. Preliminary Design Development	\$ 6,000.00
3. Construction Documents	\$ 6,000.00
4. Project Management	\$ 900.00
Total (Does NOT include CM*)	\$ 18,900.00

ITEMS BILLED SEPARATELY *

6. On-site Construction Management * \$120.00 per hour plus travel expense of \$22/visit.
* (NOTE: On-Site Construction Management billed separately/hourly from Design Cost.)

On-site Construction Management (CM) Estimated Costs

We recommend (2) full days for the 1st week of construction and then (2) half days each week for the duration of the project, which is expected to be 5 weeks +/-.

Estimate NTE \$6,000.00 additional expense for CM Budget.

7. Additional consulting \$120.00 per hour plus mileage.

DESIGN COST PAYMENTS

Payment One (\$ 18,000.00) upon	Completion and Delivery of Specifications/Plans
Payment Two (\$ 900.00) upon:	Completion of the Final Inspection

Total Design \$18,900.00

Termination:

This agreement may be terminated by written notice at any time. Payment for services rendered prior to receipt of that notice will be due at that time.

Sincerely,

Steven M. Burns – President

Advanced Roof Management Associates, Inc.

P.O.Box 628
North Hampton, NH 03862
Phone: (603) 964-1335
Fax: (603) 964-2922



ACCEPTED BY:

Authorized signature

Date