Revised August 14, 2013/Revised November 5, 2014, Revised May 11, 2016

Oyster River Cooperative School District EMERGENCY MEETING

<u>June 17, 2020</u>	Remote Meeting	7:00 PM
 7:00 – 7:30 School II. APPROVAL OF III. PUBLIC COMM IV. APPROVAL OF 	TEW REVIEWED PRIOR TO SCHEDULED MEETING Board Evaluation/goals AGENDA ENTS: <u>Please see information below</u> MINUTES	Virtual Location: <u>https://www.orcsd.org/stream</u> Microsoft Teams Audio Conference: <u>tel:+1</u> 603-766-5646
V. ANNOUNCEME	n to approve 6/3/20 regular meeting minutes. NTS, COMMENDATIONS AND COMMENTS	Conf ID: code: 461362#
 Remot B. Super CIP Lis Openin 	ORTS Cant Superintendent/Curriculum & Instruction e Learning Update – 2Revs rintendent's Report st {Jim Rozycki} ng of Fields {Andy Lathrop}	Report(s)
 New M Acknow Openin C Busin 	llendar ~ Election & Primary IS Update – Earth work & Retaining Wall wledgement of 2020 Retirees ng of SAU Building ess Administrator t Update	If you experience technology problems on the broadcast end, please notify us using <u>orscd-video@orcsd.org</u> or via telephone # 603-280-4202.
• Loan A	ructure State Funding Sign off Agreement	Please note that we cannot assist you if the technology problem is on your end.

- Loan Agreement
- **Finance Committee Update/Minutes** D.
- E. Student Senate Report:
- F. -Other:-

VII. DISCUSSION ITEM

- Approval of Plan for Retirement Incentive
- **VIII. ACTIONS**
 - Superintendent Actions Α.
 - **Board Action Item** В.
 - Motion to authorize the Superintendent to offer contracts to qualified teachers and staff during the summer months.
 - Motion to authorize Board Chair to sign Bond Loan Agreement.
 - Motion to approve nomination of two Grade 4 Mast Way Teachers for 2020-21. •
 - Motion to approve two Grade 4 Moharimet Teachers for 2020-21.
 - Motion to approve nomination of ORHS World Language French Teacher for 2020-21.

IX. SCHOOL BOARD COMMITTEE UPDATES

Manifest Reviewed and Approved by Manifest Subcommittee. A.

X. PUBLIC COMMENTS:

XI. CLOSING ACTIONS

Α. **Future meeting dates:** 7/8/20- Regular Emergency Remote Board Meeting – 7:00 PM

XII. NON-PUBLIC SESSION: RSA 91 A:3 II {If Needed}

NON-MEETING SESSION: RSA 91 A:2 I {If Needed}

XIII. ADJOURNMENT:

The School Board reserves the right to take action on any item on the agenda.

Respectfully submitted,

Superintendent

Members of the public who join the meeting remotely, either by telephone or computer, will be able to offer public comment prior the meeting by submitting their question/comment by 2:00 PM on Tuesday before the regularly scheduled Board meeting via U.S. mail or email to wdifruscio@orcsd.org. Any submissions will be included as part of the meeting minutes. Please note that each submission needs to be 400 words or less.

BEDB-R

Oyster River Cooperative School District SAU #5

Welcome to the School Board meeting. If you wish to be heard by the Board, please note "Public Comment" at the beginning of the agenda (reverse side). During the comment section of the agenda each speaker may have up to three (3) minutes within the time frame allowed. Board Chair may limit time allotment as deemed necessary. Occasionally, the Board may "suspend its rules" to allow visitor participation at the time an issue of specific interest is being addressed. A speaker will not be recognized for a second time on a particular topic.

Visitors should not expect a Board response to their comments or questions under the above since the Board may not have discussed or taken a position on the matter. The Superintendent, without speaking for the Board, may offer clarification as appropriate.

Agendas and background information are available on the district website prior to meetings. Agendas and additional information are generally available at the entrance to the meeting room or distributed at the time the item is introduced for discussion.

The ORCSD School Board will meet in regular session on the first and third Wednesdays of the month with special meetings when necessary. The School Board appreciates your attendance at these meetings and invites your continued interest in its work on behalf of the children and residents of the District.

Oyster River Cooperative School District Members:

•	Brian Cisneros Thomas Newkirk	Term on Board: Term on Board:	
	Kenneth Rotner	Term on Board:	
٠	Denise Day	Term on Board:	2020 - 2023
٠	Michael Williams	Term on Board:	2020 - 2023
٠	Allan Howland	Term on Board:	2018 - 2021
٠	Daniel Klein	Term on Board:	2018 - 2021

Information Regarding Nonpublic Session

On occasion, the Board agenda may include (or be adjusted to include) a Nonpublic Session. When a motion is made to do so, it will be done under the provisions of the NH State Law RSA 91-A:3 II, and one or more of the following reasons will be claimed for entering Nonpublic Session:

- a. The dismissal, promotion or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request will be granted.
- b. The hiring of any person as a public employee.
- c. Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting.
- d. Consideration of the acquisition, sale or lease of real property or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.
- e. Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency of any sub-division thereof, or against any member thereof because of his membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled.

OYSTER RIVER COOPERATIVE SCHOOL BOARD	Policy Code: BA
Date of Adoption: June 15, 1988 Review First Read School Board: September 5, 2012	Page 1 of 1
Second Read/Adoption School Board: September 19, 2012	Category: Recommended
School Board First Read: April 5, 2017	
School Board Second Read/Adoption: April 19, 2017	

School Board Self-Evaluation and Goal Setting

At the conclusion of each year, the Oyster River School Board shall reflect on the degree to which its goals and objectives have been accomplished. The board shall address those areas as outlined in state laws and ORCSD established Board goals.

Appendix BA-R1 Evaluation Questions

BA- R2 Individual Board Member Self-Evaluation Worksheet

To the Board:

By policy BA we are require to perform an annual self-evaluation. The policy states:

At the conclusion of each year, the board shall reflect on the degree to which its goals and objectives have been accomplished. The board shall address those areas as outlined i n state laws and ORCSD established Board goals.

There are various evaluation tools available, but I thought we should keep it simple. So, I would like each of you to consider the following questions:

1. How effective was the process of formulating Board goals?

- 2. How effective has the Board been in accomplishing its goals?
- 3. Have Board meetings been run in an efficient and civil way, with all viewpoints welcomed?
- 4. Has the Board been effective in crafting a budget that balances educational needs and fiscal responsibility?
- 5. Comment on any other aspect of Board work.

We will have an open discussion on these questions.

2019 - 2020 School Board Goals

- Goal 1 New Middle School
- Goal 2 Communication
- Goal 3 Competency Based Education

GOAL 1 NEW MIDDLE SCHOOL

During the last school year 17 different presentations were given. Two presentations were made to the Durham Council as well as the Lee and Madbury Select Boards. Additionally, forums were held in all three towns. Finally, we took advantage of select venues, like the pancake breakfast to have a presence with concept drawings and take way post cards for attendees.

I propose we redouble our efforts as we have only until Deliberative Session on Feb. 4, 2020 and election day on March 10, 2020 to inform the voters. I suggest:

- A. Town presentations in Late September/early October, again between Thanksgiving and Christmas, and in January. (nine town presentations).
- B. Community forums in each town during these same time periods. (nine presentations)
- C. Capitalizing on school events such as open houses, curriculum nights, musical performances and sport events throughout the fall and winter.
- D. Looking for more intimate opportunities to present, such as neighborhood house parties.
- E. Strategic presence outside voting booths during the democratic primary.
- F. Distributing informative information in traditional formats and electronically.
- G. Updating and maintaining of District Web site.
- H. Having the Board Chair write a monthly Op Ed piece on the need for the new school.
- I. Having news articles written on the need for the new middle school.

If bond successful we achieve milestones in construction schedule.

GOAL 2 – COMMUNICATION

- 1. Create common expectations related to formatting and content of news and provide training for those designated at all levels to adhere to those guidelines.
 - Assign key personnel at each building
 - Create templates
 - Determine essential content
 - Minimize steps
 - Utilize attachments effectively

Personnel Responsible: Superintendent, IT Director, Principals

- 2. Ensure ORCSD Web Page is the hub for district news
 - Consistently place district news on the web
 - Establish a procedure that web news is shared with newspapers and numerous social media outlets as possible
 - Create School Board quick link that directs users to agenda, minutes and videos
 - Review web content monthly to ensure all links are active and to pull dated material
 - Investigate other web sites that may better fit OR needs including mobile compatibility
 - Ensure that CBE and the new middle school are easily accessed and that all materials are current
 - Inventory and evaluate current tools to determine what will be used
 - Establish standards to ensure digital content is accessible
 - Write summaries of School Board meetings

Personnel Responsible: Superintendent, IT Director and Principals

- 3. Review & Update Board Policie(s) and create engaging content
 - Review Policy KD, District Social Media Websites/Platforms and update if necessary
 - Contract with a professional to write engaging articles focused on staff and students, and District initiatives
 - Use the Strategic Plan as a framework for engaging stories

Examples could include: Diversity Efforts, Mental Health & Wellness, Competency Based Education Staff focused efforts related to changing practice, Student Outcomes related to learning

• Place stories on OR Web & Distribute to news outlets and social media

Personnel Responsible: Superintendent, Writer (TBD)

GOAL 3 – COMPETENCY BASED EDUCATION

The School Board adopted, on June 5, 2019, the following goal:

The high school staff and administration will continue to work on competency-based education, including the review and posting of competencies. In addition, there will be in-depth discussions with the Board and community about the principles, methods, and direction of CBE work. These discussions will form the foundation of the delineation of future goals.

Over the summer administration has developed the following materials in an easy to read ORHS booklet format, that includes:

- An Introduction to CBE, what it is, why it is, and how it is being used at the middle and high school.
- A Resource List
- CBE terms and their meanings, and
- The competencies used at the high school by subject area.
- The middle school will follow the same format but include the competencies for grades 5 8.

In addition, administration, has developed a web page inclusive of the above materials and a Frequently Asked Question component. (FAQ) that will serve both the middle and high school.

During the August 21, 2019 meeting, administration will present materials developed to date and enter into a conversation with the Board, in workshop format, about the direction of the CBE work for the 2019-20 school year.

Oyster River Cooperative School District

Remote Emergency Meeting

June 3, 2020

DRAFT

SCHOOL BOARD PRESENT VIA ROLL CALL VOTE: Brian Cisneros, Dan Klein, Tom Newkirk, Denise Day, Michael Williams, Al Howland Kenny Rotner.

Student Representative:

ADMINISTRATORS PRESENT VIA REMOTE ACCESS: James Morse, Todd Allen, Josh Olstad

STAFF PRESENT:

GUEST'S PRESENT VIA REMOTE ACCESS:

There were no members of the public present or anyone present with the Board Members at their remote locations.

Tom Newkirk read the following statement:

As Chair of the Oyster River Cooperative School Board, I find that due to the State of Emergency declared by the Governor as a result of the COVID-19 pandemic and in accordance with the Governor's Emergency Order #12 pursuant to Executive Order 2020-04, this public body is authorized to meet electronically.

Please note that there is no physical location to observe and listen contemporaneously to this meeting, which was authorized pursuant to the Governor's Emergency Order. However, in accordance with the Emergency Order, I am confirming that we are:

a) Providing public access to the meeting by telephone, with additional access possibilities by video or other electronic means:

We are utilizing Microsoft Teams for this electronic meeting.1 All members of the School Board have the ability to communicate contemporaneously during this meeting through this platform, and the public has access to contemporaneously listen and, if necessary, participate in this meeting

through dialing the following phone # 1-603-766-5646 and ID Code 461362#, or by clicking on the following website address: http://www.orcsd.org/stream

b) Providing public notice of the necessary information for accessing the meeting:

We previously gave notice to the public of the necessary information for accessing the meeting, including how to access the meeting using Microsoft Team or telephonically. Instructions have also been provided on the website of the ORCSD Board Agenda for 06/03/20.

c) Providing a mechanism for the public to alert the public body during the meeting if there are problems with access:

If anybody has a problem, please call 603-280-4202 or email at: orcsd-video@orcsd.org. *d) Adjourning the meeting if the public is unable to access the meeting:*

In the event the public is unable to access the meeting, the meeting will be adjourned and rescheduled.

Please note that all votes that are taken during this meeting shall be done by roll call vote.

Let's start the meeting by taking a roll call attendance. When each member states their presence, please also state whether there is anyone in the room with you during this meeting, which is required under the Right-to-Know law.

A roll call vote was then done with all Board Members in attendance with no one in the rooms with them.

I. CALL TO ORDER at 7:00 PM by Tom Newkirk

Tom Newkirk asked the Board if he could add to Discussions the Letter that he received from the Town of Lee Select Board and ask for their thoughts on responding to said letter. All agreed. He also asked for clarification of the CIP List that was added to the backup if this was separate or part of the Finance Committee presentation. Confirmed it was part of the Finance Committee Back up as an FYI.

II. APPROVAL OF AGENDA:

Denise Day moved to approve the agenda as amended, 2^{nd} by Brian Cisneros. Motion passed via roll call vote 7-0.

III. PUBLIC COMMENTS:

Jim Morse stated that there were no public comments submitted.

IV. APPROVAL OF MINUTES:

Motion to approve May 20, 2020 regular meeting minutes: Revisions:

There were no corrections.

Denise Day moved to approve the May 20, 2020 regular meeting minutes as written, 2nd by Brian Cisneros. Motion passed with roll call vote 7-0.

Motion to approve May 20, 2020 non-public meeting minutes: Revisions:

There were no corrections.

Denise Day moved to approve the May 20, 2020 non-public meeting minutes as written, 2nd by Brian Cisneros. Motion passed with roll call vote 7-0.

V. ANNOUNCEMENTS, COMMENDATIONS AND COMMENTS:

A. District:

B. Board:

Denise Day commended Mast Way on their fantastic remote Expression Session, that enjoys reading the articles written in Mouth of the River and that she will continue trying to access the high art show.

Kenny Rotner asked if Dr. Morse could comment during his Superintendent's report about the school nutrition food preparation and delivery for the summer.

Tom Newkirk thanked Andre from Bauen Corporation for the tour of the new MS site he gave to some of the Board Members, it was an amazing experience to see the progress so far and also able to visualize were room locations are going to be. Page 3 June 3, 2020

VI. DISTRICT REPORTS:

A. Assistant Superintendent Reports: REACH Program

Todd Allen began by commending Rachel, the town of Durham Recreation Director, for all of her hard work and energy that she puts into this program. She was instrumental in working with Suzanne Tomaszewski and Dan Hammond to create the impressive flyer for this summer. Unfortunately, due to COVID-19 and a community survey showing that there was not ample support to host this program which in the past provided 10 -14 camps with 80 -100 kids per week. As a result of this an alternate REACH In-a-Box program was created.

Todd referenced the flyer that was provided to the Board in their backup that summarized the 6-week program. Each week will provide different activities like art, STEM Science, family games and scavenger hunts. The launching of REACH In-a-Box was a great success with all slots being filled within three days and a waiting list for others interested. Todd went on to say that this is a self-funded program that is usually paid through the fees collected. He explained that the themes are general enough to reach everyone. Rachel will also utilize social media to post pictures of families doing the activities which will hopefully create a community feeling.

Al asked if it would be possible to create an atmosphere of a neighborhood working together on these activities or the possibility of creating half day field trips like fishing or hiking. Maybe the towns of Lee and Madbury could help provide staffing for these trips or maybe a list could be developed of potential activities that the community could do.

B. Superintendent's Report:

Summer School Update

Remote Learning Update:

Jim began his update by answering Kenny's earlier request about the summer school nutrition happenings. He began by commending Doris and her staff for the fabulous job that they are doing with providing meals and that this will continue until June 12th. After June 12th lunches will be available for five weeks during the summer starting on July 13th and running until August 14th with the program being run out of the high school. We will continue to use a weekly order form for meal preparation and meals will be picked up by the families at either the high school or Mast Way.

Survey

We sent out three separate surveys one to Parents/Guardians, teachers and professional staff, and middle and high school students. We had an excellent response rate across all groups, and he thanked everyone that participated.

Page 4 June 3, 2020

We need to establish clear expectations that are both rigorous and consistent and modify our structure to meet the demands of remote learning by PK-4, 5-8 and 9-12. One size does not fit all. As an example, Re-Learning Fridays makes sense at the high school level, but has little use K-4.

We need to re-define the master schedule at the middle school and elementary schools, so the unified arts/encore class expectations are consistent.

We need to continue to refine expectations and training related to Schoology. Parents need access, and grades need to be uploaded regularly.

We need to place much more focus on student/teacher interaction. Students were very clear that their motivation increased when interacting with teachers.

We must be more consistent, whether using synchronous learning, Bobcat time or Advisor time that students spend time with their teachers and find ways for students and their teachers to interact on Social Emotional Learning activities.

We must continue to be diligent and consistent across the grades when communicating. We need to make sure everyone is following the social distancing rules and that appropriate PPE is available and used faithfully.

I want to draw your attention to the last question of the survey. Given what you know about COVID-19 how comfortable would you be sending (parents) or coming to school (students & staff) in the fall? The results are disconcerting given that approximately 18% of parents, 10% of students and 20% of teachers would not feel comfortable with a traditional opening of school in the fall. Added to this response, 47% of parents, 45% of the students, and 56% of the staff do not know for sure if they will be comfortable with a return to school. I will ask this specific question in mid-July and in August as this question, more than any other, will impact the Board's decision about opening school next fall. We will also need to balance our decision with, of course, the recommendations from the NH Department of Education and emergency orders from our Governor.

Michael Williams asked if the parent survey could be reconfigured by elementary, middle school and high school.

Todd stated that this could be done, and Tom asked if this could be put on the agenda for the June 17^{th} meeting.

Kenny Rotner experienced technological difficulties and left the meeting at 7:48 PM.

Jim went on to explain that the survey with comments were sent to the Board only as student and staff could be identifiable. He also stated that the survey results minus the comments will be included in his newsletter that will be sent out tomorrow.

Jim informed the Board that the district and school leadership have been working on plans for the fall and that questions have been developed and they will be working with 2Revs and the Portsmouth School District to help in developing a plan for the beginning of August. Page 5 June 3, 2020

Jim also informed the Board that he has been working with Andy Lathrop to develop a plan for a soft opening of the fields which he will have as an agenda item at the June 17 meeting.

Jim is also working on a plan for re-opening the SAU office.

New Middle School Update

Dell Lease (Josh Olstad)

Josh presented the Dell Lease bid to the Board. He explained that there were four different models that are displayed in the Bid. He explained the use for each different model and who they were intended for and stated the age of the existing computers to be replaced.

Josh stated that since going to the remote learning, IT needed to outfit the SAU office staff and the individual school office staff so that they could work remotely. He also explained that the SAU office would be receiving new laptops to replace the desktops that are currently still being used. These laptops will have a larger screen. He also informed the Board that this is the biggest bid that he has done with 1200 laptops being ordered.

The Board asked about the process for returning the current laptops over the summer from the students. What the delivery time frame would be for the various machines. Michael Williams asked what the reduction in the bid would be if we did not order the desktops and art cart. It was determined that it would be a savings of approximately \$20,000+. After much discussion by the full Board.

Denise Day made a motion to approve the Dell Leasing Bid as presented, 2nd by Brian Cisneros. Motion passed with roll call vote 5-1 with Michael Williams voting no.

C. Business Administrator:

D. Finance Committee Update

Al Howland explained that the committee met last week and went through the information that was provided by Sue Caswell and that there were four main issues that they discussed. Trust and Emergency Fund Balances, Updated Fund Balance 2020, 5 years of Revenues and FY22 Barrington Tuition.

Al explained that there is about 1 million dollars to work with and that Sue required approximately \$250K to finish off the year.

Al asked about the tax impact to the towns and if the district would be returning 450K. Sue explained that we used the figure of \$400K. Al stated that in theory that leaves an unexpended fund balance off about \$750K with about \$350K to work with. Sue said that is correct.

Page 6 June 3, 2020

DRAFT

Al clarified that the Barrington tuition revenue was at \$280K for FY22.

Sue explained that it is based on the current budget with a 3.9% increase. She confirmed with the high school that there are 49 incoming freshman which is 9 more than she budgeted for about \$160K.

Al moved onto the Facility End of Year consideration list. Sue stated that she has this discussion with Jim Rozycki every year and we list what we want by priority. There are things that come up that are not on the list, small things, but we are not considering doing any of these.

Jim stated that he is hearing from both Jim R and Suzanne that the high school chairs are desperately needing replacement, and this would be the only thing on the list that he would consider bring forward.

Al suggested that this list go on the next Board agenda and that both Suzanne and Jim Rozycki be present to explain why there is such a need for new chairs.

Al discussed the questions that have already been submitted by Tom and Michael. "What is the budget goal?" "How do we structure a Budget Goal?" "What does the budget process look like?"

The Board had a lengthy discussion surrounding state aid, retirement incentive options, negotiated agreement options, CIP Projects now and projected.

Denise Day asked that before we move forward with Discussion items, we missed under the superintendent reports, summer school update and new MS update and would like to do that now.

Jim explained that at the ORHS summer school credit recovery and math summer support programs will be held remotely with three summer school instructors utilizing Microsoft Teams Meetings and Schoology to make up work, or master competencies not yet achieved in the school year. Summer school will be offered in two windows this year, June 22nd -July 8th and July 20th-August 5th.

Special Education extended school year planning mainly through remote learning. We are coordinating with some contracted service providers to consider additional opportunities. We are working closely with our school nurses, families, and the contracted service providers for some individualized programming.

ORMS summer focus will be math practice through our online math programs ALEKs. Teacher will recommend practice work over the summer if the students are interested. Teachers will also be prescribing work if math competencies were missed with remote learning.

Moharimet and Mast Way will offer summer tutoring to students who were designated as Tier 3 in the areas of reading and/or math during the school year. These students were designated through the MTSS process at each building using qualitative and Page 7 June 3, 2020

quantitative assessment data and received Tier 3 support during the in-school and remote-learning portions of our year. Students who were designated as Tier 2 when remote learning began, and whose skills have regressed due to the changes in instruction and learning and will be considered Tier 3 to begin the fall, will also be offered support. Our Tier 3 support will follow the SPED ESY calendar. We will offer tutoring in 30-minute blocks, Tuesday - Thursday, for the 5 weeks of the ESY program. Support will be provided by our building tutors, who have worked with these students during the school year.

MS Update

Jim stated that with most of the Board members touring the site recently he agreed with Tom at the amount of work that has started and that being able to see walls being started and the geothermal system being installed is amazing. He hopes that the remaining Board members get a chance to tour the site soon.

E. Student Senate Report:

F. Other:

G. VII. DISCUSSION ITEM:

Tom asked the Board for guidance on how he should respond to the letter received from the Town of Lee Select Board.

The Board felt that communication should be to all towns and not by writing a letter. It was suggested that a member of the Board go before each town or create a group of Board members and town officials and meet together. It was also suggested that the District send a copy of the Finance Committee agenda and meeting minutes to each town to keep them informed.

Jim felt that we should also include the question "Why is the District not delaying the new middle school?" He also thought that sending the agenda and minutes as well as meeting together as a group is a great idea.

It was suggested that an executive summary of the minutes be submitted with the agenda to the towns. It was also stated that the tone of the letter was too aggressive and that having a meeting to come to a common understanding of what we are doing is a great idea. It would be a more personal approach.

The Board had additional discussion and determined that Tom would respond to all three towns and invite a representative from each town to join a finance committee meeting.

School Board Evaluation/goals

Tom Newkirk asked if the Board would move this agenda item to the meeting on June 17, as he felt that it was too late in the evening to begin this discussion. All agreed.

School Board 2020-21 Master Schedule of Meetings

Tom asked the Board if there were any questions pertaining to next year's meeting schedule and he clarified that there were two meetings in August.

Denise Day made a motion to approve the 2020-21 Master Schedule of School Board Meetings as presented, 2nd by Brian Cisneros. Motion passed with roll call vote 6-0.

VIII. ACTIONS

- A. Superintendent Action Items: None
- **B. Board Action Items:**

Nomination of three positions

Denise Day made a motion to approve the nomination of the Mast Way Special Education Teacher Amy Walter, ORMS Physical Education Alison Smith1 year position, and ORHS School Psychologist Hannah Cunningham as a block 2nd by Michael Williams. Motion passed with roll call vote 6-0

ORMS/ORHS Fall Coaches

Tom Newkirk clarified that if there are no fall coaches would they be prorated? Jim stated that they would be prorated for the head coaches.

Denise Day made a motion to approve the list of ORMS/ORHS Fall Coaches, 2^{nd} by Brian Cisneros. Motion passed with roll call vote 6-0.

Policy Approval for Second Read/Adoption

Denise Day made a motion to approve the list of policies for second read/adoption as a block, 2^{nd} by Brian Cisneros. Motion passed with roll call vote 6-0.

X. SCHOOL BOARD COMMITTEE UPDATES:

A. Manifests Reviewed and Approved by Manifest Committee:

Denise Day and Dan Klein reviewed the manifests. Payroll Manifest # Vendor Manifest #

X. PUBLIC COMMENTS:

XI. CLOSING ACTIONS:

A. Future Meeting Dates: 6/17/20 Regular Board Meeting –Remote Meeting 7:00 PM

XII. NON-PUBLIC SESSION RSA 91-A:3 II {If Needed} NON-MEETING SESSION: RSA 91-A:2 I {If Needed}

Page 9 June 3, 2020

XIII. ADJOURNMENT:

Brian Cisneros made a motion to adjourn the meeting at 9:00 p.m., 2^{nd} by Michael Williams. Motion passed with a roll call vote of 6-0.

Respectfully Submitted, Wendy L. DiFruscio Executive Assistant to Superintendent of Schools

Office of the Superintendent Oyster River School District 36 Coe Drive, Durham, NH 03824

INTEROFFICE MEMORANDUM

TO:School BoardFROM:Todd AllenDATE:June 12, 2020RE:2Revs Update

With the 2019-20 school year coming to an end, the attentions of ORCSD leadership and professional staff is turned to planning for the fall of 2020. There are many challenges in the COVID-19 World that we must consider as we develop plans for a return to school. Given the uncertainty caused by the virus, developing multiple parallel plans for return is necessary in-order to be ready to respond appropriately. Generally, there are three scenarios that Oyster River, along with school districts across the country are taking-into-account as we prepare for the 20-21 school year.

- 1.) Do we have a full return to the in-person traditional model?
- 2.) Do we continue with the remote model that has been in place since March?
- 3.) Does a hybrid model that is a combination of in-person and remote learning make sense?

All scenarios for a return to school involve significant planning in-order to be ready to implement and meet the needs of our students in the fall.

On June 15th and 16th a team of 50 OR teachers and school leaders will be engaged in a 2-day collaborative workshop with the Portsmouth School District, facilitated by 2Revolutions, a professional development consultant that specializes in coaching local schools in dealing with change. The purpose of this effort will be to do a deep dive into planning for the fall with the intent of having an action plan to guide summer work that is based on best practices.

Significant value will be gained by working collaboratively with Portsmouth educators. Portsmouth is a similar sized district with similar demographics and challenges. We will be able to act as critical friends for each other as we develop our fall plans for a return to school. The value of working with 2Revs is that they bring significant experience in helping schools think outside the box to reinvent themselves under challenging circumstances. Transitioning back to school in the COVID-19 World is about as challenging a set of circumstances as any of us have dealt with. With the collective wisdom of Oyster River educators, combined with the collaborative guidance of Portsmouth educators, and the expertise in school transition planning provided by 2 Revolutions, we are confident that we will be ready to welcome students back in the fall.

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT FACILITIES SERVICES DEPARTMENT 33 Coe Drive

Durham, New Hampshire 03824

Telephone: 603-868-5100

Email: jrozycki@orcsd.org

Dr. Jim Morse and Susan Caswell
Jim Rozycki, Facilities Director
June 12, 2020
CORRECTION to Facilities Capital Account status update for FY20/21

At the previous Budget Committee meeting on Wednesday June 10th, an error was discovered in my memo to you dated May 29th, 2020. The dollar amount of the ORHS Junior Core Flooring was supposed to state **\$13,000**, which is the Budgeted amount in the CIP, not \$27,000.

We have already purchased this flooring and have it on-site ready for install when the Junior Core renovation is completed later this summer. I do not expect any savings from the project. Even with this correction, the anticipated savings of **\$104,867** from the Capital Accounts for Fiscal Year 20/21 remains accurate.

I apologize for the typo and confusion on this item.

Thank you,

Jim Rozycki

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT FACILITIES SERVICES DEPARTMENT 33 Coe Drive

Durham, New Hampshire 03824

Telephone: 603-868-5100

Email: jrozycki@orcsd.org

To:	Dr. Jim Morse and Susan Caswell
From:	Jim Rozycki, Facilities Director
Date:	May 29, 2020
RE:	Facilities Capital Account status update for FY20/21

Below is the current state of the School Board approved and budgeted Capital Improvement Projects. Given this season of remote learning, the empty buildings have provided a unique opportunity to get a head start. All contractors have accepted to defer payments till after July 1st. As you will notice, I anticipate we will be under the total CIP budget accounts by roughly **\$104,867** if all goes to plan. This savings is due to aggressive contractor bidding and us allowing work to start before the summer rush.

ORHS Parking lot / Tennis court project – The school board approved this bid on April 15th where we quickly issued a PO to the contractor to lock in the project and allow them time to coordinate materials and summer work schedules. The planned start timeframe is the week of June 15th. **Budgeted amount: \$290,000 Final Bid: \$285,352 (\$10,000 of additional money will be needed for Civil engineering construction oversight on this project)**

MOH Roof Renovation – The school board approved this bid on March 20th where we issued a PO to the contractor to lock in the project and allow them time to coordinate materials and summer work schedules. The planned start date is the June 5th.

Budgeted amount: \$230,000 Final Bid: \$168,620.

Server room A/C's – We awarded the High School AC project to the lowest quoted contractor. They just completed the work today – 5/29/20. The MOH AC has failed and we are currently running a portable. The MW unit is on its last legs. Both Elementary unit replacement is scheduled to be started on 6/29. **Budgeted amount: \$100,000 Final total: \$64,399**

ORHS Junior core walls – Bauen Construction plans to start this renovation project the week of 6/22. Budgeted amount: \$75,000 Estimated project cost: \$69,900

ORHS Cracked flooring and junior core flooring – The tile is already delivered. The contractor planned to begin installation after the wall project was completed. The anticipated install start date would be 7/27. **Budgeted amount: \$27,000 Estimated cost: \$27,000**

Mast Way flooring – This project is almost fully wrapped up. Final baseboard installation done by 6/2. **Budgeted amount: \$35,000 Final cost: \$26,862**

Thank you,

Jim Rozycki

End of Year fund balance -Items for consideration.

ORCSD Facilities Dept 6/17/20



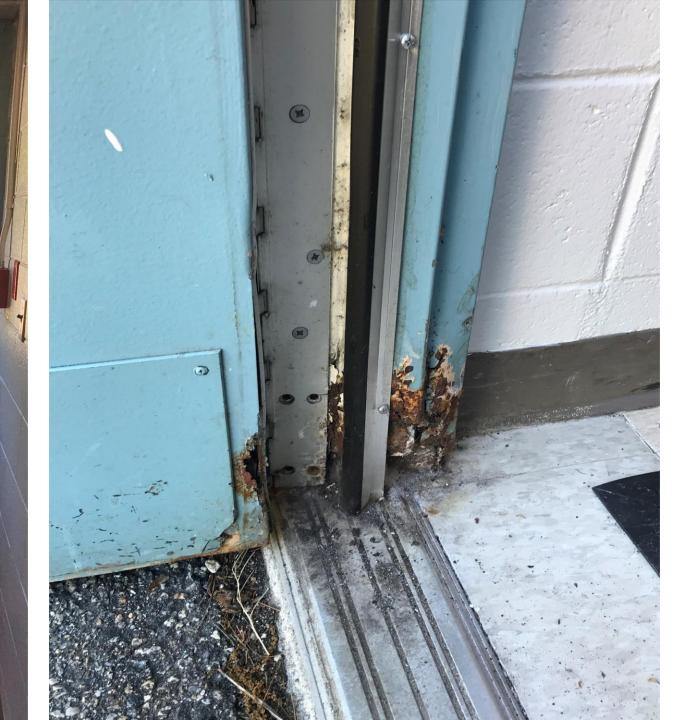
Existing café chairs –

- Original to building
- No longer produced
- Non-stackable
- Seats are cracked
- Many beyond repair
- Not enough in quantities
- Uncomfortable to many
- Adds time to set-ups

Proposed café chairs –

- Comfortable
- Molded plastic quality
- STACKABLE
- Fits current tables
- Comes in school colors
- Proven in other local Districts
- Lifetime Warranty
- Reduced cleaning & set-up time

Mast Way - Door E







ORHS – GYM Door AA



ORHS - 2nd Floor Cracked Flooring



From: Chris Regan <chrisregan@durhamnhlaw.com>
Date: Monday, May 18, 2020 at 12:23 PM
To: James Morse <jmorse@orcsd.org>
Cc: Wendy DiFruscio <wdifruscio@orcsd.org>, Lorrie Pitt <lpitt@ci.durham.nh.us>, 'Karl Shump'
<shump@comcast.net>, Rachel Deane <rdeane@ci.durham.nh.us>, Todd Selig
<tselig@ci.durham.nh.us>
Subject: Primary 09/08 - Presidential Election 11/03/20

Dr. Morse -

We have been in the process of planning for the September State Primary and the Presidential Election in November.

This year, the State Primary will fall just as school would ordinarily just be started, on September 8, 2020. Unfortunately, because that is the day after Labor Day, set up for the election will need to be on the Friday before the election, September 4. I have reserved the gym and MPR for both days. We think, depending on circumstances, that both rooms might be necessary for registration and voting, allowing for appropriate social distancing.

We honestly have no idea on how many voters to expect. In September 2018, we have 2500 voters, many more that our previous average, including many more same-day voters. The Town (and we presume the State) will be strongly encouraging absentee voting, we have been told that the state constitution seems to require the availability of election-day in-person voting. It now looks like UNH will have their students back for the fall, although we have noticed some hedging language in President Dean's letter.

So the Town is requesting use of the gym and the MPR for voting on September 8 and set-up the afternoon of September 4. You may also want to consider whether additional time, before and/or after is needed for appropriate cleaning.

The Presidential Election on November 3, 2020 will probably require both the gym and the MPR on November 3 and November 2 for set up.

It seems to be a bromide to say that we are in uncharted waters. But because there are too many unknowns to develop a solid plan for either event, we are trying to be flexible and consider as many contingencies as necessary.

We will, as always, work with you to try to meet each party's needs. Please contact us about any of your thoughts or concerns.

Thank you,

Chris Regan Durham Moderator

The Right-To-Know Law provides that most e-mail communications to or from School District employees regarding the business of the School District are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure.

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT

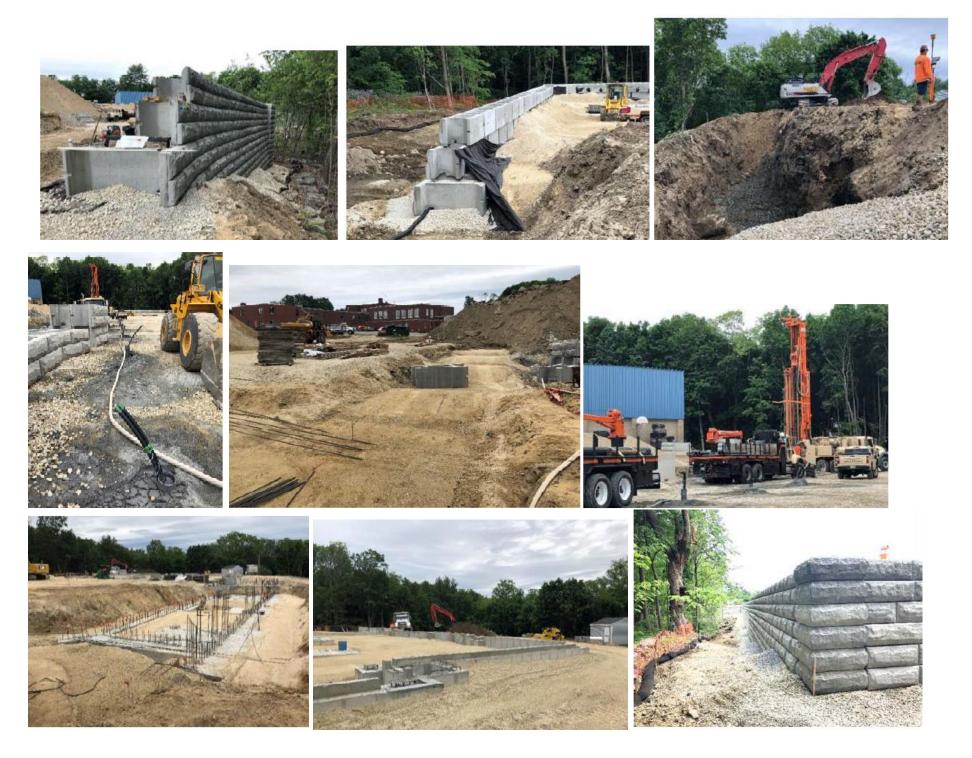
SCHOOL CALENDAR

2020-2021 School Board Approved - 12/18/19

Deliberative Session: February 2, 2021* Voting Day: March 9, 2021* *Subject to Change

AUGUST/			T/		*Subject to Change				7 000			
		SEPTI)			FEBR				
	м	T	W	Th		8/25, 8/26 Teacher Workshop Days	<u>M</u>	<u> </u>	W	<u>Th</u>	<u>F_</u>	
		TW	TW	\triangle	28	8/27 1st Day for All Students 8/31 1st Day Preschool	1	2	3	4	5	S(15)
	31	1	2	3	28 X	9/4 No School Day	8 15	9	10	11 18	12	T(15)
S(23)	X	8	9	10	11	9/7 Labor Day Observance	15 X	16 X	17 X	18 X	19 X	
T(25)	14	15	16	17	18	10/9 Teacher Workshop -	Δ	Δ	Δ	1	Λ	
	21	22	23	24	25	(Parent/Teacher Conference Gr K-5)						
	28	29	30			10/12/Indigenous Peoples			RCH			
						/Columbus Day	Μ	Τ	W	Th	F	
		OCT	OBER	R 2020		11/3 Teacher Workshop (Presidential Election)	1	2	3	4	5	5(22)
	Μ	Τ	W	Th	F	11/11 Veterans' Day Observed	8	9	10	11	12	S(22) T(23)
				1	2	11/25 - 11/27 Thanksgiving Recess	15 22	16 23	17 24	18 25	TW 26	1(23)
S(20)	5	6	7	8	TW	12/23 - 1/1 Holiday Recess	22	25 30	24 31	23	20	
T(21)		13	14	15	16		27	50	51			
	19 26	20 27	21 28	22 29	23 30	1/18 Martin Luther King Day 1/25 Teacher Workshop						1
	20	21	20	29	50				RIL 2			
	_	NOVE		D 202	0	2/22 - 2/26 Winter Recess	M	Τ	W	Th	F	
		NOVE				3/19 Teacher Workshop	_		_	1	2	S(17)
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S(16)	2	TW	4	5	6	4/26 – 4/30 Spring Recess	12 19	13 20	14 21	15 22	16 23	
T(17)	*9	10	X	12	13	5/28 Teacher Workshop	X	20 X	X	X	X	
	16	17	18	19	20 X	5/31 Memorial Day						
	1 73	24	X	x		J/ J1 Withional Day						
	23 30	24	Х	X	X							
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New Middle School Progress



Office of the Superintendent Oyster River School District 36 Coe Drive, Durham, NH 03824

INTEROFFICE MEMORANDUM

TO:School BoardFROM:Dr. James C. Morse, Sr.DATE:June 10, 2020RE:2019 – 2020 Retirees

2019 – 20 Retirees					
School/Position	Last	First	Years of Service		
Moharimet School					
" Fourth Grade Teacher	Lee	Tony	20 years		
" Third/Fourth Grade Teacher	Swift	Virginia	19 years		
" Child Specific Paraeducator	Hobson	Christopher	8 Months		
Mast Way School					
" Fourth Grade Teacher	George	Judy	21.67 years		
" Building Paraeducator	Maziarz	Susan	25.3 years		
" Kindergarten Paraeducator	Puffer	Trudi	24 years		
" Tutor	Winslow	Marilyn	23 years		

Office of the Superintendent Oyster River School District 36 Coe Drive, Durham, NH 03824

INTEROFFICE MEMORANDUM

TO:School BoardFROM:Dr. James C. Morse, Sr.DATE:June 12, 2020RE:Opening of SAU Office

The SAU will open Monday through Thursday from 7:30 to 4:00. Friday will remain a remote day.

Mondays and Wednesdays the Superintendent's & Director of Special Services Office will be open while Tuesdays and Thursday's the Business and Finance Office. When not in the office, employees will continue to work remotely. This arrangement keeps the office open and allows for social distancing. Employees will wear masks when moving about the building. Jim Rozycki will provide cleaning supplies so areas can be cleaned after each use.

All appointments will need to be made in advance. Visitors will be required to wear masks and adhere to social distancing of at least 6 feet.

This arrangement allows SAU employees the ability to work on site and adhere to safe protocols.

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT FISCAL YEAR 2019-20 FINANCIAL STATUS AS OF: 6/11/20

		6/11/2020				
	Budgeted	Expended	Encumbrances	Amount Remaining	Percentage Spent	
	2019-2020	2019-2020	2019-2020	2019-2020	2019-2020	
SALARIES:						
Administrator	1,538,444	1,472,061	58,883	7,500	100%	
Teacher	16,488,618	13,364,554	3,055,407	68,657	100%	
Para	2,209,871	2,004,944	82,643	122,284	94%	
Tutor	225,859	214,381	7,218	4,260	98%	
Custodian	782,723	734,711	36,590	11,422	99%	
Secretary	432,569	405,495	24,127	2,947	99%	
District Hourly	785,502	762,437	29,122	(6,057)	101%	
Maintenance	219,172	209,657	7,944	1,571	99%	
Drivers	767,987	640,993	56,948	70,046	91%	
Misc & Summer	169,724	176,802	0	(7,078)	104%	
Subs - Professional	302,340	288,724	7,737	5,879	98%	
Subs - Para	59,164	21,640	0	37,524	37%	
Subs - Secretary	6,700	4,310	0	2,390	64%	
O/T	24,500	19,315	0	5,185	79%	
Med & Dent Payback	396,230	356,572	16,812	22,846	94%	
TOTAL SALARIES	24,409,403	20,676,596	3,383,431	349,376	98.6%	
BENEFITS:						
Health Ins	5,774,676	4,742,681	937,732	94,263	98%	
Dental Ins	150,516	137,879	17,253	(4,616)	103%	
Life Ins	65,326	57,928	8,959	(1,561)	102%	
LTD Ins	55,419	47,895	7,946	(422)	101%	
FICA	1,869,224	1,519,160	258,833	91,231	95%	
Retirement - Non Professional	351,290	334,315	14,530	2,445	99%	
Retirement - Professional	3,048,326	2,515,065	546,461	(13,200)	100%	
Annuity	136,665	153,721	0	(17,056)	112%	
Tuition Reimb.	5,000	7,695	0	(2,695)	00/	
Unemployment Comp	15,000	0	0	15,000	0%	
Workers Com	165,346	87,316	0	78,030	53%	
TOTAL BENEFITS	11,636,788	9,603,655	1,791,714	241,419	97.9%	
ALL OTHER OPERATING I	TXPENSES.					
Mast Way	266,875	226,930	2,735	37,210	86%	
Moharimet	171,785	130,439	2,755	41,346	76%	
Middle School	380,468	260,847	0	119,621	69%	
High School	710,136	526,401	7,055	176,680	75%	
District	1,913,520	1,900,311	0	13,209	99%	
Transportation	554,845	508,009	0	46,836	92%	
Technology	674,129	662,675	0	11,454	98%	
Facilities	3,642,736	3,537,968	9,082	95,686	97%	
SPED	1,621,153	1,721,505	112,547	(212,899)	113%	
TOTAL OPERATING	9,935,647	9,475,085	131,419	329,143	96.7%	
GRAND TOTAL	45,981,838	39,755,336	5,306,564	919,938	98.0%	



Division of Program Support Office of School Finance 101 Pleasant Street, Concord, NH 03301-3852 (603) 271-2752



PUBLIC SCHOOL INFRASTRUCTURE FUND **PROJECT COMPLETION & REQUEST FOR PAYMENT**

Complete, scan, and e-mail to: Matthew.Welch@doe.nh.gov or mail to the above mailing address.

INSTRUCTIONS:

- 1) Complete the project.
- 2) Keep receipts and photos of the project neatly organized and clearly marked.
- 3) If the project is selected for audit, receipts and photos will need to be electronically submitted to the Department of Education within 10 business days of the audit request.
- 4) Section A includes total project cost which is the total cost to complete the approved work identified in the application for the referenced project. For Life-Safety projects, this only includes costs that would have been eligible for building aid.
- 5) Section B requires you to attach a notarized affidavit from the superintendent, business administrator, and all school board members. If you are a charter school, have the school director, the person in charge of finances, and <u>all</u> members of the board of trustees sign the application.
- 6) Section B requires e-rate state match recipients to attach the Funding Commitment Decision Letter (FCDL) from USAC and the Form 471 if it was not included in your original application.
- 7) Section C is your request for payment. The award amount will be your total eligible costs times your award rate, up to but not exceeding your approved award amount found on your approval letter.
- Payment from the Department will be made within 30 days from receipt of this competed form.
- Submit this completed form to Matthew Welch at Matthew.Welch@doe.nh.gov or to the above mailing address (c/o Matthew Welch).

	SAU #:	5	5					
	School Name:	Oyster River High	Oyster River High School					
	Project Title:	Secure Vestibule						
Line 1	Maximum Award Amount:	\$25,600	Found on the award letter or listed in the Project Status report online at:					
ine 2	Award Rate:	80%	https://www.education.nh.gov/program/school_approval/infrastructure-fund.htm					
ine 3	Total Project Cost:	\$59,737	<i>Total project cost</i> may differ from the <i>estimated cost</i> cited in the application. <i>Total project cost</i> is the amount spent to complete the approved work identified in the application.					
ine 4	Total Request for Payment:	\$25,600	Line 2 times Line 3 or Line 1, whichever is less					

SECTION A - APPLICANT/PROJECT INFORMATION:

SECTION B – REQUIRED ATTACHMENTS

Attach notarized affidavit from the superintendent, business administrator, and all school board members. The affidavit should certify that the project is complete and that in accordance with the provisions of the Public School Infrastructure Fund, RSA 198:15-y, the total eligible costs listed on this form for the referenced project is accurate to the best of their knowledge.

A sample affidavit can be found online at: https://www.education.nh.gov/program/school approval/infrastructure-fund.htm

□ Notarized affidavit is attached.

□ Funding *Commitment Decision Letter (FCDL)* from USAC is attached (for e-rate state match recipients only). □ Form 471 is attached, if not included in your original application (for e-rate state match recipients only).

SECTION C - REQUEST FOR PAYMENT:

Request for payment in	the amount of	\$25,600 Line 4 in section A	to	Oyster River Cooperative School District school name		
Date				Superintendent of Schools or Charter School Director		
			:	Title of Signer		
DOE Use Only:						
Invoice Number:						
Vendor Code:						
Remit Code:						
Account Unit:	19640000-073	3-500583				
Amount:						
Description:	PSI Fund					
		Due Upon Receip	t			
Authorized Signature:			Date:			
Name:	Frank Edelblut		Title:	Commissioner of Education		
Security projects only:						
HSEM sign-off:			Date:			
Name:			Title:			

Submit completed form to Matthew Welch at Matthew.Welch@doe.nh.gov or to the address on the top of this form.

AFFIDAVIT

Signatures required: school administrator, the person in charge of finances and <u>all</u> school board members or board of trustees

School Name: Oyster River Coope	erative School District
SAU #: <u>5</u>	
Project Title: <u>Secure Vestibule</u>	
	mpleted in accordance with the approved Public School otal costs listed in the Project Completion & Request for Payment best of our knowledge:
	Dr. James C. Morse, Sr. Superintendent
signature (school administrator)	print name/title Susan Caswell, Business Administrator
signature (person in charge of fina	nces) print name/title
Board members (attach additional s	signatures if necessary). All board members are required to sign:
Thomas Newkirk	Brian Cisneros
Michael Williams	Kenneth Rotner
Denise Day	
Allam Howland	
Daniel Klein	
NOTARIZE:	
State of New Hampshire County of	
Signed and affirmed before me on_	, 2019 that the statement is truthful and accurate to
the best of his or her knowledge and	
	Signature of notary:
	Name of notary:



Division of Program Support Office of School Finance 101 Pleasant Street, Concord, NH 03301-3852 (603) 271-2752



PUBLIC SCHOOL INFRASTRUCTURE FUND **PROJECT COMPLETION & REQUEST FOR PAYMENT**

Complete, scan, and e-mail to: Matthew.Welch@doe.nh.gov or mail to the above mailing address.

INSTRUCTIONS:

- Complete the project.
- 2) Keep receipts and photos of the project neatly organized and clearly marked.
- 3) If the project is selected for audit, receipts and photos will need to be electronically submitted to the Department of Education within 10 business days of the audit request.
- 4) Section A includes total project cost which is the total cost to complete the approved work identified in the application for the referenced project. For Life-Safety projects, this only includes costs that would have been eligible for building aid.
- 5) Section B requires you to attach a notarized affidavit from the superintendent, business administrator, and all school board members. If you are a charter school, have the school director, the person in charge of finances, and *all* members of the board of trustees sign the application.
- 6) Section B requires e-rate state match recipients to attach the Funding Commitment Decision Letter (FCDL) from USAC and the Form 471 if it was not included in your original application.
- 7) Section C is your request for payment. The award amount will be your total eligible costs times your award rate, up to but not exceeding your approved award amount found on your approval letter.
- Payment from the Department will be made within 30 days from receipt of this competed form.
- 9) Submit this completed form to Matthew Welch at Matthew.Welch@doe.nh.gov or to the above mailing address (c/o Matthew Welch).

a	(
	SAU #:	5					
	School Name:	Moharimet Elementary					
	Project Title:	Moharimet Main Office Building Renovation for Safety and Security					
Line 1	Maximum Award Amount:	\$100,000	Found on the award letter or listed in the Project Status report online at:				
Line 2	Award Rate:	80%	https://www.education.nh.gov/program/school_approval/infrastructure-fund.htm				
Line 3	Total Project Cost:	\$900,409	<i>Total project cost</i> may differ from the <i>estimated cost</i> cited in the application. <i>Total project cost</i> is the amount spent to complete the approved work identified in the application.				
Line 4	Total Request for Payment:	\$100,000	Line 2 times Line 3 or Line 1, whichever is less				

SECTION A - APPLICANT/PROJECT INFORMATION:

SECTION B - REQUIRED ATTACHMENTS

Attach notarized affidavit from the superintendent, business administrator, and all school board members. The affidavit should certify that the project is complete and that in accordance with the provisions of the Public School Infrastructure Fund, RSA 198:15-y, the total eligible costs listed on this form for the referenced project is accurate to the best of their knowledge.

A sample affidavit can be found online at: https://www.education.nh.gov/program/school approval/infrastructure-fund.htm

□ Notarized affidavit is attached.

□ Funding *Commitment Decision Letter (FCDL)* from USAC is attached (for e-rate state match recipients only).

□ Form 471 is attached, if not included in your original application (for e-rate state match recipients only).

SECTION C - REQUEST FOR PAYMENT:

DOE Use Only:

Request for payment in the amount of	\$100,000 Line 4 in section A	to	Oyster River Cooperative School District school name
Date			Superintendent of Schools or Charter School Director
			Title of Signer

Invoice Number:				
Vendor Code:	<i>c</i>			
Remit Code:				
Account Unit:	19640000-073-5	00583		
Amount:				
Description:	PSI Fund			
Due Upon Receipt				
Authorized Signature:		Date:		
Name:	Frank Edelblut	Title:	Commissioner of Education	
Security projects only:				
HSEM sign-off:		Date:		
Name:		Title:		

Submit completed form to Matthew Welch at Matthew.Welch@doe.nh.gov or to the address on the top of this form.

TDD Access: Relay NH 711 EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

AFFIDAVIT

Signatures required: school administrator, the person in charge of finances and <u>all</u> school board members or board of trustees

School Name:	Oyster River Cooperative Sch	nool District				
SAU #:	5					
Project Title:	Moharimet Main Office Building					
Infrastructure		n accordance with the approved Public School listed in the Project Completion & Request for Payment ur knowledge:				
		Dr. James C. Morse, Sr. Superintendent				
signature (sch	ool administrator)	print name/title Susan Caswell, Business Administrator				
signature (person in charge of finances)		print name/title				
Board member	rs (attach additional signatures	if necessary). All board members are required to sign:				
Thomas Newkirk		Brian Cisneros				
Michael Williams	5	Kenneth Rotner				
Denise Day						
Allam Howland						
Daniel Klein						
NOTARIZE:						
State of New H	ampshire					
County of						
Signed and affi	rmed before me on	, 2019 that the statement is truthful and accurate t				
the best of his	or her knowledge and belief.					
	S	ignature of notary:				
		Name of notary:				
	My com	mission expires on:				

LOAN AGREEMENT

AGREEMENT, dated the 14th day of July, 2020 between the New Hampshire Municipal Bond Bank, a public body corporate and politic constituted as an instrumentality of the State of New Hampshire exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 35-A of the New Hampshire Revised Statutes Annotated, as amended (hereinafter referred to as the "Act"), having its principal place of business in Concord, New Hampshire, and **Oyster River Cooperative School District** (hereinafter referred to as the "Governmental Unit"):

WITNESSETH:

WHEREAS, pursuant to the Act, the Bank is authorized to loan money (hereinafter referred to as the "Loans") to the Governmental Unit and the Governmental Unit is authorized to contract with the Bank with respect to such Loans to be evidenced by its municipal bonds (as defined in the Act) to be purchased by the Bank; and

WHEREAS, the Governmental Unit has requested a loan from the Bank in the amount of **<u>\$25,000,000</u>** (hereinafter referred to as the "Loan") and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in at least that principal amount (the "Municipal Bonds"), which Municipal Bonds are to be purchased by the Bank in accordance with this Loan Agreement; and

WHEREAS, the Bank has adopted or will adopt a General Bond Resolution (hereinafter referred to as the "Bond Resolution") authorizing the issuance of its bonds from time to time, a portion of the proceeds of which will be expended for the purpose of making the Loan, and will adopt a resolution authorizing the making of the Loan to the Governmental Unit by the purchase of the Municipal Bonds,

NOW, THEREFORE, the parties agree:

1. The following words or terms used herein shall have the following meanings:

(a) "Fees and Charges" shall mean all fees and charges authorized to be charged by the Bank for the use of its services or facilities pursuant to paragraph VIII of Section 6 of the Act.

(b) "Governmental Unit's Allocable Proportion" shall mean the proportionate amount of the total requirement in respect of which the term is used, determined by the ratio that the Loan then outstanding bears to the total of all Loans which are then outstanding, as certified by the Bank.

(c) "Loan Obligation" shall mean that amount of bonds issued by the Bank which is equal to the principal amount of the Municipal Bonds outstanding.

(d) "Maximum Interest Cost Rate" shall mean an interest cost rate 3.50% per centum per annum.

(e) "Municipal Bonds Interest Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing interest due or to become due on its Municipal Bonds.

(f) "Municipal Bonds Principal Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing principal due or to become due on its Municipal Bonds.

2. The Bank hereby agrees to make the Loan and the Governmental Unit hereby agrees to accept the Loan and to sell to the Bank the Municipal Bonds in the principal amount of the Loan. The Municipal Bonds shall bear interest from the date of their delivery to the Bank at such rate or rates per annum as will result in an interest cost rate to the Governmental Unit of the Maximum Interest Cost Rate (as calculated by the "Interest Cost Per Annum" method) or at rates per annum as will result in a lesser interest cost rate to the Governmental Unit as determined by the Bank. The interest cost rate for purposes of this Loan Agreement will be computed as if the Municipal Bonds bore interest from the delivery date of the Bank's bonds, and without regard to Sections 4 and 5 hereof which require that Governmental Unit make funds available to the Bank for the payment of principal and interest at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each respective principal and interest payment date. Subject to any applicable legal limitations, the rate or rates of interest borne by the Municipal Bonds shall be not less than the rate or rates of interest borne by the bonds issued by the Bank (for corresponding maturities) the proceeds of sale of which were used to make the Loan and to purchase the Municipal Bonds. Notwithstanding the above, the obligation of the Bank to make the Loan shall be conditioned upon receipt by the Bank of the proceeds of bonds issued by the Bank both for the purposes set forth herein and to create the reserves required by the Bond Resolution.

3. The Governmental Unit has duly adopted or will adopt all necessary votes and resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds for purchase by the Bank.

4. The Municipal Bonds Interest Payments shall be not less than the total amount of interest the Bank is required to pay on the Loan Obligation and shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay interest as the same becomes due on the Loan Obligation and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays prior to each interest payment date.

5. The Municipal Bonds Principal Payments shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay the principal of the Loan Obligation as the same matures (based upon the maturity schedule provided by and for the Governmental Unit and appended hereto as Exhibit A) and the Governmental Unit shall make such funds available to the Bank at at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays prior to each principal payment date.

6. The Governmental Unit agrees to be obligated to pay Fees and Charges to the Bank. Such Fees and Charges, if any, collected from the Governmental Unit shall be in an amount sufficient, together with the Governmental Unit's Allocable Proportion of other monies available therefore, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof, to pay on a semi-annual basis:

(a) as the same becomes due, the Governmental Unit's Allocable Proportion of the administrative expenses of the Bank; and

(b) as the same becomes due, the Governmental Unit's Allocable Proportion of the fees and expenses of the trustee and paying agents for the bonds of the Bank.

7. The Governmental Unit agrees to be obligated to make the Municipal Bonds Principal Payments scheduled by the Bank on an annual basis and agrees to be obligated to make the Municipal Bonds Interest Payments scheduled by the Bank and to pay any Fees and Charges imposed by the Bank on a semi-annual basis.

8. The Governmental Unit agrees that any loan agreements previously entered into between the Bank and the Governmental Unit in connection with loan obligations previously undertaken and presently outstanding between the Bank and the Governmental Unit, are hereby amended so as to provide that the Governmental Unit shall make such funds available to the Bank with respect to the payment of interest and principal of each such loan obligation, if any, at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each interest or principal payment date pertaining thereto.

9. The Bank shall not sell and the Governmental Unit shall not redeem prior to maturity any of the Municipal Bonds with respect to which the Loan is made by the Bank prior to the date on which all outstanding bonds issued by the Bank with respect to such Loan are redeemable, and in the event of any sale or redemption prior to maturity of such Municipal Bonds thereafter, the same shall be in an amount equal to the aggregate of (I) the principal amount of the Loan Obligation so to be redeemed, (ii) the interest to accrue on the Loan Obligation so to be redeemed to the next redemption date thereof not previously paid, (iii) the applicable premium, if any, payable on the Loan Obligation so to be redeemed, (iv) the costs and expenses of the Bank in effecting the redemption of the Loan Obligation, and (v) at the direction of the Bank, an amount equal to the proportionate amount of bonds so to be redeemed which were issued by the Bank with respect to the Loan Obligation and necessary to fund a portion of the reserve fund authorized by Section 11 of the Act, less the amount of monies or investments available for withdrawal from such reserve fund and for application to the redemption of such bonds issued by the Bank in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank; provided, however, that, in the event the Loan Obligation has been refunded and the refunding bonds issued by the Bank were issued in a principal amount in excess of or less than the Loan Obligation remaining unpaid at the date of issuance of such refunding bonds, the amount which the Governmental Unit shall be obligated to pay under item (I) hereof shall be the amount set forth in the resolution of the Bank. In the event the Loan Obligation has been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on such Loan Obligation, the amount which the Governmental Unit shall be obligated to pay under item (ii) above shall be the amount of interest set forth in the resolution of the Bank. In no event shall any such sale or redemption of Municipal Bonds be affected without the prior written agreement and consent of both parties hereto.

10. Simultaneously with the delivery to the Bank of the Municipal Bonds, which Municipal Bonds shall be in a form acceptable to the Bank, the Governmental Unit shall furnish to the Bank an opinion of bond counsel satisfactory to the Bank which shall set forth among other things, the unqualified approval of said Municipal Bonds then being delivered to the Bank and that said Municipal Bonds will constitute valid general obligations of the Governmental Unit as required by the Act. The Governmental Unit shall bear the cost of such opinion.

11. The Governmental Unit shall be obligated to notify the Bank and the corporate trust office of the trustee for the bonds of the Bank in writing at least 30 days prior to each interest payment date of the name of the official of the Governmental Unit to whom invoices for the payment of interest and principal should be addressed.

12. The Governmental Unit and the Bank agree that the Municipal Bonds Principal Payments, the Municipal Bonds Interest Payments and the Municipal Bonds or a portion thereof may be pledged or assigned by the Bank under and pursuant to the Bond Resolution.

13. The Governmental Unit agrees upon surrender to it of the Municipal Bonds by the Bank it will, at the option of the Bank, cause there to be delivered to the Bank either registered or coupon Municipal Bonds as the case may be.

14. Prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Governmental Unit's Municipal Bonds to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) any representation made by the Governmental Unit to the Bank in connection with application for Bank assistance shall be incorrect or incomplete in any material respect; or

(b) the Governmental Unit has violated commitments made by it in its application and supporting document or has violated any of the terms of this Loan Agreement.

15. (a). The Governmental Unit agrees to furnish to the Bank annually as long as any of the Municipal Bonds remain outstanding such financial reports, audit reports and other financial information as the Bank may reasonably require.

(b). So long as the Governmental Unit shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Governmental Unit agrees to furnish to the Bank (1) such financial information and operating data with respect to the Governmental Unit at such times and in such forms as the Bank shall reasonably request in order to comply with the provisions of the Rule, (2) when and if available, the Governmental Unit agrees promptly to provide the Bank with its audited financial statements for each fiscal year and (3) the Governmental Unit agrees to provide to the Bank in a timely manner, notice of any of the following events with respect to the Municipal Bonds, if material:

- (a) Principal and interest payment delinquencies.
- (b) Non-payment related defaults, if material.
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (e) Substitution of credit or liquidity providers, or their failure to perform.
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Municipal Bonds, or other material events affecting the tax-exempt status of the Municipal Bonds.
- (g) Modifications to rights of the beneficial owners of the Municipal Bonds, if material.
- (h) Bond calls, if material, and tender offers.
- (i) Defeasance of the Municipal Bonds or any portion thereof.
- (j) Release, substitution or sale of property securing repayment of the Municipal Bonds, if material.
- (k) Rating changes.
- (I) Bankruptcy, insolvency, receivership or similar event of the Government Unit.
- (m) The consummation of a merger, consolidation, or acquisition involving the Government Unit or the sale of all or substantially all of the assets of the Government Unit, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (o) Incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect Owners of the Notes, if material; and
- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties.

The Governmental Unit agrees that from time to time it will also provide notice to the Bank of the occurrence of other events, in addition to those listed above, if such other event is material with respect to the Municipal Bonds.

The Governmental Unit will provide, in a timely manner, to the Bank, notice of a failure to satisfy the requirements of this Section.

The intent of the Governmental Unit's undertaking pursuant to this Section is to facilitate the Bank's ability to comply with the requirements of the Rule. Accordingly, the Governmental Unit agrees to provide the Bank with any additional information the Bank may reasonably require in order to comply with the requirements of the Rule, as in effect from time to time.

To the extent the Rule no longer requires issuers of municipal securities to provide all or any portion of the information the Governmental Unit has agreed to provide pursuant to this Section, the obligation of the Governmental Unit to provide such information pursuant to this Section also shall cease immediately.

The sole remedy available to the Bank or to any other person for the failure of the Governmental Unit to comply with any provision of this Section shall be an action for specific performance of the Governmental Unit's obligations under this Section.

16. The Governmental Unit shall not take, or permit to be taken, any action or actions that would cause any Municipal Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as from time to time in effect (the "Code") or a "private activity bond" within the meaning of Section 141(a) of the Code or that would cause any Municipal Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or that would otherwise cause interest on the Municipal Bonds to become included in gross income of the recipient thereof for the purpose of federal income taxation.

The Governmental Unit shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Unit on the Municipal Bonds shall be excluded from gross income of the recipient thereof for the purpose of federal income taxation under any valid provision of law and to assure that the Municipal Bonds shall not be "private activity bonds" within the meaning of Section 141(a) of the Code, including the preparation and filing of any statements required to be filed by the Governmental Unit in order to maintain such exclusion.

17. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

18. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

19. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

20. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

NEW HAMPSHIRE MUNICIPAL BOND BANK

Attest:

By Secretary, NHMBB

(NHMBB SEAL)

By Chairman, NHMBB Board of Directors

Attest:

By	
-	Member of School Board
Ву	
	District Clerk
By	
	Deputy/District Treasurer

E X H I B I T A MATURITY SCHEDULE Oyster River Cooperative School District Governmental Unit's Bonds

Due	Principal Amount
8/15/2021	0
8/15/2022	0
8/15/2023	830,000
8/15/2024	850,000
8/15/2025	870,000
8/15/2026	890,000
8/15/2027	910,000
8/15/2028	935,000
8/15/2029	955,000
8/15/2030	975,000
8/15/2031	1,000,000
8/15/2032	1,025,000
8/15/2033	1,050,000
8/15/2034	1,075,000
8/15/2035	1,100,000
8/15/2036	1,125,000
8/15/2037	1,150,000
8/15/2038	1,180,000
8/15/2039	1,210,000
8/15/2040	1,235,000
8/15/2041	1,265,000
8/15/2042	1,295,000
8/15/2043	1,325,000
8/15/2044	1,360,000
8/15/2045	1,390,000
Total Proceeds	25,000,000

Office of the Superintendent Oyster River School District 36 Coe Drive, Durham, NH 03824

INTEROFFICE MEMORANDUM

To: ORCSD School Board
From: Jim Morse, Superintendent
Date: June 17, 2020
RE: Mandatory Retirement Incentive Separation Program

The 2020-21 school year is a chance to consider implementing a Mandatory Retirement Separation Benefit program once again. At my request, I had the Teacher's Guild survey the staff. Their survey resulted in seventeen staff indicating that they were interested in retirement if an incentive was offered.

The purpose of such incentives is to benefit the employee and the District. The employee, via the incentive, has funds to apply against insurance and other post-employment costs. The District has the opportunity to hire a replacement teacher at a lessor cost than the retiree who is most likely at the top of the pay scale, or not replace the retiree at all.

As seventeen teachers have indicated an interest in retiring. I recommend the Board approve the incentive with no limit to the number of staff who expressed interest. Once the District receives "letters of binding commitment" I will provide a memo to the Board outlining the savings and also at this time the Board can then decide how many retirement incentives to approve.

Faculty who wish to be considered for the Mandatory Retirement Separation Benefit program must submit the required application along with binding letter of intent that may not be revoked, and must be received at the SAU office by 3:30 P.M. on Monday, August 31, 2020.

Thank you.