



**HUDSON SCHOOL DISTRICT**  
**Hudson, New Hampshire**  
**October 10, 2019**  
**Hills Memorial Library – 18 Library Street**

**6:30 pm      Regular Meeting**  
**followed by    Non-public Session**

**AGENDA**

**A.    Call to Order:** Chairman Malcolm Price will call the meeting to order.

- Pledge of Allegiance

**B.    Public Input**

6:30-6:40

**C.    Old Business**

1. Contracted Services Agreement (RB): Attachment # 1

6:40-6:45

**D.    FY21 Budget Presentations**

1. Technology – Kyle Hancock
2. Facilities – John Pratte
3. Special Services – Rachel Borge
4. Elementary – Mary-Ellen Labrie

**E.    Upcoming Meetings**

Meeting	Date	Time	Location	Purpose
School Board	10.15.19	6:30 pm	Hills Memorial Library	Regular Meeting
School Board	10.21.19	6:30 pm	Hills Memorial Library	Regular Meeting
School Board	11.04.19	6:30 pm	Hills Memorial Library	Regular Meeting

**F.    Non-Public Session**

*RSA 91-A:3 II provides certain conditions under which the School Board MAY enter into non-public session.*

*These conditions are:*

- (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 (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall 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 body or agency itself, unless such person requests an open meeting.*
- (d) Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are 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 or any subdivision 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.*
- (i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.*

**G.    Adjourn**

**HUDSON SCHOOL DISTRICT**  
SAU # 81  
20 Library Street  
Hudson, NH 03051-4240  
phone (603) 883-7765 fax (603) 886-1236

**Lawrence W. Russell, Jr.**  
*Superintendent of Schools*  
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**Mary Wilson**  
*Assistant Superintendent*  
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**Rachel Borge**  
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(603) 886-1253  
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**Karen Burnell**  
*Business Administrator*  
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**Date October 7, 2019**

**Service Provider Name** Southeastern Regional Education Service Center  
**Service Provider Address** 165 South River Road, Unit F  
Bedford, NH 03110

Dear Southeastern Regional Education Service Center:

This contract is an Agreement between Southeastern Regional Education Service Center and the Hudson School District to provide contracted **Evaluation and Consultation** services for the **2019-2020** school year.

**Evaluation and Consultation** services will be provided not to exceed \$6,500. The hourly rate for services is \$93.00. The Hudson School District agrees to pay for services within thirty – forty-five days upon receipt of invoices and proper documentation of services provided. The service provider certifies that they are not currently suspended or debarred from receiving money from the US Federal Government.

Please note that this contract consists of service delivery to students, consultation with staff members, special education team participation, student assessments and progress monitoring, planning, and other duties requested by the school or district-wide administration. The contracted provider will not be paid for any work conducted at home.

The Service Provider agrees not to divulge, reveal or report or use, for any purpose, any confidential information which the Service Provider has obtained, or which was disclosed to the Service Provider by the customer. The obligation to protect the confidentiality of the Hudson School District will survive the termination of this Agreement.

The Service Provider is acting as an independent contractor and not as an employee of the Hudson School District in providing the services hereunder and is solely and exclusively responsible for his/her own federal and state income taxes, social security taxes, other employment taxes, unemployment insurance, workman's compensation insurance to the extent required by law and professional liability insurance. The Service Provider shall provide the Hudson School District with a certificate of professional insurance with a minimum of \$1,000,000 per occurrence and certificates for all other insurance required by law. The Service Provider shall not cancel the insurance without thirty (30) days written notice to the Hudson School District.

The Service Provider shall maintain employment records as required by state and federal regulations on all individuals assigned to the District. The Service Provider shall be permitted to employ individuals under a conditional offer of employment. The Service Provider shall promptly submit the names of all



**Service Provider**

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individuals who shall be assigned by it to the District, with all properly completed paperwork, a notarized criminal history records release form authorizing the District to request a criminal history records check, a complete set of fingerprints taken by a qualified law enforcement agency or an authorized employee of the District, and payment for the cost of a criminal history records check for each of its listed employees. The District shall be responsible for completing the criminal records history check and shall inform the Service Provider of any individual who does not meet the District's criteria for working in its schools due to an adverse criminal background. The decision of the District shall be final on the matter of suitability for assignment by the Service Provider to the District. All new employees of the Service Provider who are assigned during the term of this Service Provider to work in the District shall be required to pass the criminal records history check in accord with this paragraph.

The Hudson School District may terminate this Agreement at any time without cause and the Hudson School District's sole liability shall be for the costs of services performed up to the date of termination of the Agreement.

The Service Provider shall, at its sole expense, defend, indemnify and hold the SAU and its school districts, their boards, officers, agents and employees harmless from any and all claims, demands, damages, losses, costs and expenses of every kind and nature, including but not limited to reasonable attorneys' fees growing out of the negligent, willful, intentional or reckless acts or omissions of the Service Provider in conjunction with their duties under this Agreement. In return, the SAU shall at its sole expense, defend, indemnify and hold the Service Provider and its officers, agents and employees harmless from any and all claims, demands, damages, losses, costs and expenses of every kind and nature, including but not limited to reasonable attorneys' fees growing out of the negligent, willful, intentional or reckless acts or omissions of the SAU in conjunction with their duties under this Agreement.

The Service Provider shall not assign or any way transfer all or any portion of its rights, nor delegate any of its duties under this Agreement without the prior written consent of the Hudson School District.

Any amendments or modifications of this Agreement by either party will only be binding when evidence in writing signed by each party.

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Signature – **Service Provider**

Date

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Signature – Rachel Borge

Date