

45 *AS*



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul K. Leather
Deputy Commissioner
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DIVISION OF CAREER TECHNOLOGY AND ADULT LEARNING
BUREAU OF CAREER DEVELOPMENT
21 South Fruit St., Suite 20
Concord, NH 03301
FAX 603-271-4079
Citizens Services Line 1-800-339-9900

August 4, 2016

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education to grant funds in accordance with the Carl D. Perkins Career and Technical Education Act of 2006 to Belknap County Department of Corrections, Laconia, NH (Vendor Code 177360) to assist in the operation of their approved career and technical education programs for offenders for the period effective from Governor & Council approval through 06/30/17, in the amount of \$25,000.00 and authorize unencumbered payment of said grant with internal accounting control within the Department of Education. **100% federal funds.**

Funds to support this request are available in the account entitled CTE Vocational Education-Federal as follows:

	<u>FY17</u>
06-56-56-566010-60320000-072-502650 Grants-Federal	\$25,000.00

EXPLANATION

The Career and Technical Education Grant received by the State allows for sub grants to be made to non-public recipients to assist them in operating their career and technical education or apprenticeship programs. We are asking for approval to make a grant to the Belknap County Department of Corrections based on an application that has been submitted to and approved by the Department of Education.

A Request for Proposal was released to eligible applicants on March 1, 2016. Three proposals were received: Belknap County Department of Corrections/Men and Woman, Hillsborough County Department of Corrections, and the Merrimack County Department of Correction/Men.

The proposals were reviewed by the Department of Education, Career Development Bureau Administrator and Education Consultants. All have experience in evaluation of state institutions RFP

Her Excellency, Governor Margaret Wood Hassan
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submissions utilizing an evaluation tool that was developed by department staff (Attachment A). The reviewers recommend funding three proposals in the amounts of: \$25,000.00 (Belknap County Department of Corrections Men/Women), \$13,075.00 (Hillsborough County Department of Corrections Men), and \$10,644.22, (Merrimack County Department of Corrections).

Each response to the Request for Proposals for the State Institutions funding addressed the services to be provided to the respective populations of individuals incarcerated within correctional institutions in NH, consistent with the criteria set out in the federal Carl D. Perkins Career and Technical Education Act of 2006.

The proposal submitted by the Belknap County Department of Corrections indicates that this grant will be used to fund career and technical program instruction to 190 offenders (male and female). Grant funds will be used to deliver instruction in ServSafe, RRP Lead Paint Certification, and OSHA 10.

The proposal submitted by the Department of Corrections serves Belknap County.

In the event that Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education

NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Cover Sheet for Governor and Council Meeting

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

**Attachment A
EVALUATION FOR BELKNAP COUNTY DEPT. OF CORRECTIONS**

Scoring Criteria	Jeffry Beard	Jennifer Kiley	Courtney Ritchings	Constance Manchester Bonenfant	Mindy Ryan
Cover Page 0 pts. Max.	0	0	0	0	0
Abstract 5 pts. Max.	3	5	2	5	5
• Description of Unmet Need 15 pts. Max.	15	10	6	13	14
• Detailed Project Plan 30 pts. Max.	30	30	30	28	30
• Evaluation Plan 20 pts. Max.	20	20	20	18	20
• Demonstration of Benefit to Career and Technical Education 10 pts. Max	10	10	10	10	10
• Budget 20 pts. Max.	20	20	20	20	20
• Level of funding approved	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
• Total budget requested	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Total 100 Possible Points	98	95	88	94	99

The proposal review team consisted of the following individuals:

Jeffry W. Beard, Ed.D., Education Consultant. Dr. Beard is a member of the Career Development Bureau within the New Hampshire Department of Education. He serves as an Education Consultant and has 6 years of grant management experience, which includes data analysis and reporting. Dr. Beard has the ability to critically assess grant proposals based on the stated guidelines.

Jennifer Kiley MST, Education Consultant. Ms. Kiley is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has 2 years of grant management experience, which includes reporting and financial management. Ms. Kiley has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.

Courtney Ritchings M. Ed., Education Consultant. Ms. Ritchings is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has 2 years of grant management experience, which includes reporting and financial management. Ms. Ritchings has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.

Constance M. Bonenfant M. Ed., Education Consultant. Ms. Bonenfant is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has over 10 years of grant management experience, which includes reporting and financial management. Ms. Bonenfant has a wide range of experience within the Bureau; she has the ability to critically assess grant proposals based on the stated guidelines.

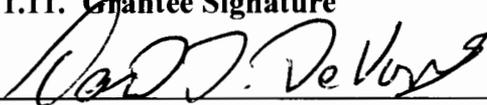
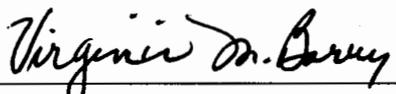
Mindy Ryan M. Ed., Education Consultant. Ms. Ryan is a member of the Career Development Bureau within the New Hampshire Department of Education. She serves as an Education Consultant and has 7 months of grant management experience, which includes reporting and financial management. Ms. Ryan also has 8 years of previous experience that included Grant management; she has the ability to critically assess grant proposals based on the stated guidelines.

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Education		1.2. State Agency Address 21 South Fruit St, Suite 20, Concord, NH 03301	
1.3. Grantee Name Belknap County Department of Corrections		1.4. Grantee Address 76 County Road, Laconia, NH 03246	
1.5. Grantee Phone # 603-527-5480	1.6. Account Number 06-056-6032-072-502650	1.7. Completion Date June 30, 2017	1.8. Grant Limitation \$25,000.00
1.9. Grant Officer for State Agency Eric Feldborg		1.10. State Agency Telephone Number 603-271-3867	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor David DeVoy, Commissioner Chair	
1.13. Acknowledgment: State of New Hampshire, County of Belknap, on <u>8/3/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		Jamie L. Ellsworth, Notary Public My Commission Expires October 21, 2020	
1.13.2. Name & Title of Notary Public or Justice of the Peace Jamie Ellsworth, Notary Public		Jamie L. Ellsworth, Notary Public My Commission Expires October 21, 2020	
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Virginia M. Barry Commissioner of Education	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)			
By: 		Assistant Attorney General, On: <u>8/17/16</u>	
1.17. Approval by Governor and Council (if applicable)			
By:		On: <u> / /</u>	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as “the State”), the Grantee identified in block 1.3 (hereinafter referred to as “the Grantee”), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as “the Project”).

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials DD
 Date 8/3/14

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A

Services to be Provided

1. The contractor shall offer SERVSAFE Employee Starter Program and Managers Program, OSHA 10 Training, and Lead Paint Certification classes to incarcerated individuals between the ages of 14 and 24.
2. The contractor will complete a Final Report, which is due 30 days after the end of the grant period (i.e., July 30, 2017).
3. Approximately 190 incarcerated individuals will receive services.

Grantee Initials DDD
Page 1 of 3

_____ Date 8/3/16

Exhibit B

Estimated Budget: Limitation on Prince: Payment

I. Estimated Budget:

2 SERVSAFE Manager Course:	\$2,900
5 OSHA-10 classes	\$10,000
6 SERVSAFE Employee Starter Program:	\$2,100
<u>5 Repair, Renovate and Paint - Lead Paint Certification Class:</u>	<u>\$10,000</u>
Total	\$25,000

II. Limitation on Price:

This contract will not exceed \$25,000.

III. Method of Payment:

Payment to be made within the NH Department of Education's Grants Management System (GMS) on the basis of monthly reports, which are submitted within GMS.

Grantee Initials DDJ
Page 2 of 3

Date 8/3/16

Exhibit C
Special Provisions

None

Grantee Initials MM
Page 3 of 3

_____ Date 8/3/16

Certificate of Authority

I, Richard B. Burchell, County Commissioner/Clerk of Belknap County do hereby certify that:

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on August 5, 2015, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

A resolution was made that the County of Belknap, NH, enter into a contract with the New Hampshire Department of Education to provide educational services. Adopted in the affirmative.

- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on May 19, 2010:

Legal Basis – This policy governing the procedure to authorize contracts to be used by Belknap County is written in accordance with NH RSA 28:8.

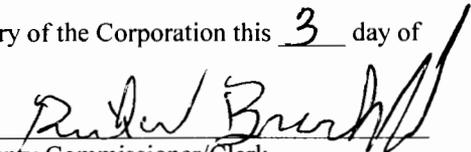
Contracts – In accordance with the Purchasing Procedures, all contracts must be authorized by the County Commissioners with the following exception; Department Heads may authorize contracts with the County for less than \$10,000 which cover no more than one year. A copy of every contract must be kept on file in the Finance Department.

- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

David D. Devoy II	County Commissioner Chairperson
Hunter Taylor	County Commissioner Vice Chairperson
Richard B. Burchell	County Commissioner Clerk

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 3 day of August 2016.

(Corporate Seal if any)



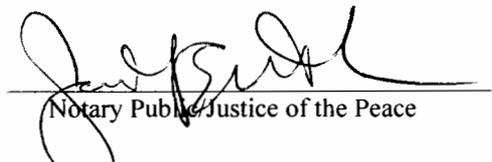
County Commissioner/Clerk

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On August 3, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that Richard B. Burchell executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



Notary Public/Justice of the Peace
Jamie L. Ellsworth, Notary Public
My Commission Expires October 21, 2020



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Belknap County 34 County Drive Laconia, NH 03246	Member Number: 607	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624									
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:								
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2016	1/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Each Occurrence</td> <td style="width: 50%;">\$ 5,000,000</td> </tr> <tr> <td>General Aggregate</td> <td>\$ 5,000,000</td> </tr> <tr> <td>Fire Damage (Any one fire)</td> <td></td> </tr> <tr> <td>Med Exp (Any one person)</td> <td></td> </tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$ 5,000,000	Fire Damage (Any one fire)		Med Exp (Any one person)	
Each Occurrence	\$ 5,000,000										
General Aggregate	\$ 5,000,000										
Fire Damage (Any one fire)											
Med Exp (Any one person)											
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2016	1/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Combined Single Limit (Each Accident)</td> <td style="width: 50%;">\$5,000,000</td> </tr> <tr> <td>Aggregate</td> <td>\$5,000,000</td> </tr> </table>	Combined Single Limit (Each Accident)	\$5,000,000	Aggregate	\$5,000,000				
Combined Single Limit (Each Accident)	\$5,000,000										
Aggregate	\$5,000,000										
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2016	1/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input checked="" type="checkbox"/> Statutory</td> <td style="width: 50%;"></td> </tr> <tr> <td>Each Accident</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease – Each Employee</td> <td>\$2,000,000</td> </tr> <tr> <td>Disease – Policy Limit</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/> Statutory		Each Accident	\$2,000,000	Disease – Each Employee	\$2,000,000	Disease – Policy Limit	
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Each Accident	\$2,000,000										
Disease – Each Employee	\$2,000,000										
Disease – Policy Limit											
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	1/1/2016	1/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Blanket Limit, Replacement Cost (unless otherwise stated)</td> <td style="width: 50%;">Deductible: \$1,000</td> </tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000						
Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000										
Description: Proof of Primex Member coverage only.											

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
New Hampshire Department of Education 33 Capitol Street Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 5/31/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

TAMARA MCGONAGLE

EDUCATION

M.A. in Clinical Mental Health Counseling May, 1998
Lesley University, Cambridge, MA
Merit Scholarship, 1996-1998

B.A. in Performing Arts May, 1993
Johnson State College, Johnson, VT
Performing Arts Merit Scholarship, 1991-1992

CERTIFICATIONS

State of New Hampshire - Guidance Counselor, K-12 -- #70939 (exp: 6/30/2015)
NH Association of Counties - Certified County Correctional Officer -- #1769

PROGRAMS DIRECTOR

Belknap County Department of Corrections May 2010-present
Laconia, NH

- responsible for coordinating/organizing all educational programming for inmates at BCDOC
- coordinates the ADAPT substance abuse program
- responsible for writing and managing all grants that pertain to inmate programming -RSAT, CTE, NH State Council on the Arts, and WFNH
- collaborates and networks with outside mental health agencies and social service providers
- responsible for administering the HiSET and keeping current on all changes to the HiSET program
- responsible for overseeing the Adult Education program and inmates who require ESL tutoring
- coordinates with school districts to insure that inmates who are 21 or younger, and have an IEP or 504, that they continue with their high school education while they are incarcerated
- acts as a liaison between BCDOC and Lakes Region Community College so that inmates who are approved, can continue their education at LRCC
- supervises all volunteers, volunteer tutors/teachers, HiSET instructors, and all grant-funded program instructors
- sits on the classification committee for inmates and assists in determining their classification level and programming needs
- coordinates all outside rehabilitative substance abuse services for inmates
- assists inmates with securing services for when they transition out of BCDOC
- budget preparation for the programs department
- responsible for on-site supervision of interns

COUNSELING EXPERIENCE

Pittsfield Middle High School

August, 2004 - May, 2010

Guidance Counselor

Pittsfield, NH

- counseling students - individually and in groups - needing personal, behavioral, academic, and career/college support and advisement
- crisis counseling, behavioral management, mediation, and substance abuse referrals
- individual and group counseling to IEP and 504 students
- Title IV SADFS grant manager and writer
- administering and coordinating NECAP assessments
- administering the YRBS
- budget preparation for guidance programs
- developed and taught a Career Exploration Class, including networking with community leaders/role models who acted as guest speakers for the class
- placed students in vocational internships
- collaborated with outside mental health and social service providers, referring students and families as necessary
- collaborated with Pittsfield Police Department and Merrimack County Juvenile Probation and Parole Officers
- active member of School Crisis Committee, Drop-out Prevention Committee, Bullying Committee, and PBIS Committee
- supervised mental health counseling interns and school guidance interns

KellCo Academy

Nov., 2003 - August, 2004

Guidance Counselor

Bradford, NH

- developed and implemented individual behavior plans for students
- provided group and individual counseling in a small private school setting for learning disabled, EH and OHI students

CHANCES/Northern Strafford County

Juvenile Court Diversion Program

Sept., 2001 - Nov., 2003

Program Assistant

Somersworth, NH

- provided case management for court diverted and/or adjudicated youth participating in the CHANCES program
- facilitated psycho-educational groups, including the Challenge course, as well as a weekly group for boys and girls and individual and family therapy
- worked closely with the local police department, local schools, and the Juvenile Probation and Parole Officer (JPPO)

Academy at Swift River

Dec., 1998 - Dec., 2000

Lead Counselor

Cumington, MA

- provided group and individual counseling for at-risk adolescents in a therapeutic boarding school environment for issues such as anger management, violent behaviors, substance abuse and addictions, suicidal ideation, social skills, personal responsibility, academic adjustment, and educational and career planning