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# State of New Hampshire

## DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

April 1, 2014

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

### Requested Action

Pursuant to RSA 21-P:43, the Department of Safety, Division of Homeland Security and Emergency Management requests authorization to enter into a grant agreement with the School Administrative Unit (SAU) #48/Plymouth School District (VC#159941) for emergency preparedness capabilities and enhancements for a total amount of \$50,000.00. Effective upon Governor and Council approval through September 30, 2014. Funding source: 100% Federal Funds.

Funding is available in the SFY 2014 operating budget as follows:

02-23-23-236010-80920000	Dept. of Safety	Homeland Sec-Emer Mgmt	100% EMPG Local Match
072-500577	Grants to Schools - Federal		
Activity Code: 23EM128092			\$50,000.00

### Explanation

School Administrative Unit (SAU) #48 plans to purchase and install equipment to significantly enhance the physical security and safety of several schools. This project includes installing panic switches and security cameras at Plymouth Elementary School. At Plymouth Regional High School panic switches and upgraded doors will be installed. Thornton Central School and Wentworth Elementary School will have panic switches installed. The purchase and installation of security equipment will increase each school's site security and ability to respond to emergencies. The grant listed above is funded from the FFY'12 Emergency Management Performance Grant (EMPG), which was awarded to the Department of Safety, Division of Homeland Security and Emergency Management (HSEM) from the Federal Emergency Management Agency (FEMA). The grant funds are to be used to measurably improve all-hazard planning and preparedness capabilities/activities, to include mitigation, preparedness, response, and recovery initiatives at the state and local level. Grant guidance and applications are sent out to all Emergency Management Directors and other qualified organizations in the State. Grantees submit applications to this office, which are reviewed and approved by the HSEM Planning Chief, Assistant Planning Chief and Field Representatives. The criteria for approval are based on grant eligibility in accordance with FFY'12 grant guidance and the documented needs of the local jurisdictions; a copy of this guidance is attached.

The Emergency Management Performance Grants are 50% federally funded by FEMA with a 50% match requirement supplied by the grantee. The grantee acknowledges their match obligation as part of Exhibit A to their grant agreement.

In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

**New Hampshire Homeland Security and Emergency Management (NHHSEM)  
Emergency Management Performance Grant (EMPG) Guidance  
FFY 2012**

*(Grant Performance Period: October 1, 2011 through September 30, 2014)*

The purpose of the FY 2012 Emergency Management Performance Grant (EMPG) Program is to assist State and Local Governments and other eligible agencies in preparing for all hazards. EMPG focuses on Planning, Organization/Administrative, Equipment, Training, Exercises, Mitigation and Maintenance/Sustainment to enhance and sustain all-hazards emergency management capabilities.

As part of the FY 2012 EMPG Program, DHS-FEMA identified an overarching **priority**:

***Advancing “Whole Community” Security and Emergency Management:*** *“Whole Community” fosters a national emergency management approach and considers all aspects of a community to effectively prepare for, protect against, respond to, recover from, and mitigate against any terrorist attack or natural disaster. As the country experiences threats of terrorist attacks (foreign and domestic) and natural disasters, communities are challenged to develop collective, local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community’s overall well-being. Achieving this collective capacity calls for innovative approaches across the community, including emergency management to build up existing practices, institutions, and organizations that help make local communities successful, and that can leverage this infrastructure if and when an incident occurs.*

**Effectiveness Measures – Quarterly Progress Reporting:** As part of the EMPG Program administration, grantees are **required** to provide quarterly reports that provide sufficient detail for NH HSEM to measure progress of the funded project(s). The EMPG Quarterly Report form is available on NH HSEM’s website at: <http://www.nh.gov/safety/divisions/hsem/grants/documents/empg-quarterly-form.doc>

**Cost Match:** The EMPG Program has a 50 percent (50%) Federal and 50 percent (50%) Local cost match (cash or in-kind) requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the grantee contributions must be *reasonable, allowable, allocable, and necessary* under the grant program and must comply with all Federal requirements and regulations.

**Allowable Costs:** EMPG funding is available for projects that fall into the categories of – ***Planning, Organization/Administrative, Equipment, Training, Exercises, Mitigation and Maintenance & Sustainment***. The following list of possible projects and activities is meant to guide you in selecting projects for an EMPG grant submission. This list of suggested projects is not intended to be all-inclusive. Local communities or agencies may have other specific projects and activities that reflect specific local needs based on local capability assessments and local hazards.

**Planning**

FY 2012 EMPG Program funds may be used for a range of emergency management planning activities. Planning provides a methodical way to engage the whole community in thinking through the life cycle of potential crises, determining required capabilities, and establishing a framework for roles and responsibilities. Planning must include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Planning should be flexible enough to address incidents of varying types and magnitudes.

**Planning activities may include, but are not limited to, the following:**

- **Create/update your Local Emergency Operations Plan (LEOP) \*\*** consistent with the Comprehensive Preparedness Guide (CPG) 101 v.2 November 2010 which serves as the foundation for State and local emergency planning. CPG 101 can be found at:  
[http://www.fema.gov/pdf/about/divisions/npd/CPG\\_101\\_V2.pdf](http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf).
- **Develop/Enhance an All-Hazards Mitigation Plan\*\*** for your community, approvable by the Federal Emergency Management Agency (FEMA).
- Community-based planning to advance “whole community” security and emergency management.
- Modify existing incident management and emergency operations plans.
- Develop/enhance comprehensive emergency management plans.
- Develop/enhance large-scale and catastrophic event incident plans.
- Develop/enhance logistics and resource management plans.
- Develop/enhance local evacuation plans, including alerts/warning, crisis communications, sheltering, and re-entry.
- Develop/enhance volunteer and/or donations management plans.
- Prepare a hazard mitigation project proposal for submission to NH HSEM.
- Develop/enhance dam emergency action plans.
- Develop/enhance a Continuity of Operations Plan (COOP)/Continuity of Government Plan (COG), following the DHS program guidance.
- Develop a local debris management plan.
- Develop/enhance a local shelter plan.
- Develop/enhance emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Develop/enhance other response and recovery plans, following the DHS program guidance.

\*\* A community must have the following two plans in place before NH HSEM will consider funding other projects: an updated LEOP and a FEMA approvable All-Hazards Mitigation Plan. Applicants may apply for funding for these plans in conjunction with other items.

***Organization/Administrative***

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Proposed staffing activities should be linked to accomplishing emergency management-related projects and activities. This grant is project-driven.

**Organization/Administrative projects & activities may include, but are not limited to, the following:**

- Maintain/upgrade an Emergency Operations Center and/or alternate EOC capable of accommodating staff to respond to local emergencies.
- Establish and maintain a call-down list for EOC staff.
- Establish and maintain emergency response/recovery resource lists.
- Develop or update Emergency Management mutual aid agreements with a focus on damage assessment, debris removal, etc.
- Logistics and Resource Management, following the DHS program guidance.
- Develop and maintain written duties and responsibilities for Emergency Operations Center (EOC) staff positions and agency representatives (Checklist/Job Action Sheets).
- Develop and maintain Public-Private sector partnerships.
- Conduct a hazard analysis and risk assessment.
- Supply preparation.
- Develop public education and awareness information (i.e., brochures & pamphlets).
- Develop and maintain a list of private non-profit organizations within your local jurisdiction to ensure that these organizations are included in requests for public assistance funds.
- Develop/enhance financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program.
- Develop or update procedures for tracking of disaster-related expenses by local agencies.
- Program evaluations.
- Develop/enhance systems to monitor training programs.

### ***Equipment***

Allowable equipment categories for the FY 2012 EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The **select allowable equipment** includes equipment from the following AEL Categories:

- [04] Information Technology
- [05] Cyber Security Enhancement Equipment
- [06] Interoperable Communications Equipment (see note below)
- [07] Detection Equipment
- [10] Power Equipment (i.e., generators)
- [11] CBRNE Reference Materials
- [12] CBRNE Incident Response Vehicles \*\*
- [14] Physical Security Enhancement Equipment
- [19] CBRNE Logistical Support Equipment
- [21] Other Authorized Equipment (i.e., equipment to support an EOC)

\*\* Incident Response Vehicles – Even though this equipment is eligible under the FEMA Authorized Equipment List (AEL), NH HSEM has a policy in place to provide criteria on how emergency response vehicles will be funded under the Emergency Management Performance Grant. All applications for this type of activity will be kept on file. Funding will be considered at the end of the grant performance period, and after all non-vehicle related Emergency Management project requests have been funded.

If you have questions concerning the eligibility of equipment not specifically addressed in the AEL, please contact the State EMPG Program Manager for clarification.

**NOTE:** Grantees that are using FY 2012 EMPG Program funds to support emergency communications activities should comply with the *FY 2012 SAFECOM Guidance on Emergency Communication Grants*. The guidance provides recommendations to grantees seeking funding for interoperable emergency communications projects, including allowable costs, items to consider when funding emergency communications projects, grants management best practices for emergency communications grants, and information on standards that ensure greater interoperability. The guidance is intended to ensure that Federally-funded investments are compatible and support national goals and objectives for improving interoperability nationwide. SAFECOM guidance can be found at <http://www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334>.

The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP).

### ***Training***

FY 2012 EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of State and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

#### **Training Activities may include, but are not limited to, the following:**

- Attending training courses at the Emergency Management Institute.
- Attending a “field delivered” training course conducted by NH Fire Academy.
- Attending other local, state, or nationally sponsored training event that provides skills or knowledge relevant to emergency management.
- Completing FEMA Independent Study (IS) Courses.
- Identify and train a pre-identified local damage assessment team.
- Participation in NIMS/ICS Training
- Attending other FEMA-approved emergency management training
- Participation mass evacuation training at local and State levels.

#### **Allowable training-related costs include the following:**

**Funds Used to Develop, Deliver, and Evaluate Training** - Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

- **Overtime and Backfill** - The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel** - Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

### ***Exercises***

Exercises implemented with grant funds should evaluate performance of the capabilities required to respond to the exercise scenario. Exercise activities should follow HSEEP Guidance which can be found at <https://hseep.dhs.gov>. Grantees are encouraged to develop exercises that test their Local EOPs. *Before applying for EMPG funds for an exercise, please contact the State's Exercise/Training Officer on availability for HSEEP funding which is 100% compared to 50% under EMPG.*

### **Allowable exercise-related costs** include:

- Conduct multi-agency EOC exercise (tabletop or functional) and forward report to include after action reports to NH HSEM (external evaluation of exercise is strongly encouraged). Exercises might involve any of the following scenarios:
  - Hurricane Exercise
  - Terrorism Exercise
  - Severe Storm Exercise
- Conduct a communications exercise.
- Participate in a multi-state or multi-jurisdictional exercise.
- Observe or evaluate a State or local exercise outside your local jurisdiction.
- Assist local agencies and commercial enterprises (nursing homes, dams, prisons, schools, etc.) in developing, executing and evaluating their exercise.
- Assist local hospitals in developing, executing and evaluating mass care, hazmat, terrorism, and special events exercises.
- Funds Used to Design, Develop, Conduct and Evaluate an Exercise - This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities.
- Hiring of Contractors/Consultants – Contractors/consultants may be hired to support direct exercise activities. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- Overtime and Backfill - The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise projects (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).
- Other Items - These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment (e.g., portable toilets, tents), and the procurement of gasoline, exercise signs, badges, and other essential nondurable goods. Grantees are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations.

### *Exercises (cont.)*

#### **Unauthorized exercise-related costs** include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

### *Mitigation*

Prior to applying for EMPG funds to do a Mitigation Project, it is recommended to first inquire on Hazard Mitigation-type Grants through the State Hazard Mitigation Officer, Lance Harbour. He can be reached at 603-223-3633.

#### **Mitigation Activities** may include:

- Brick and mortar projects, such as, installing drainage ditches, enlarging culverts, or installing riprap. No annual maintenance activities allowed, such as brush removal, or drainage clearing.
- Communications activities, such as communications studies, compatibility studies, and/or purchasing of communications equipment for interoperability.

### *Maintenance and Sustainment*

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Grantees are reminded that **supplanting is not permitted under the EMPG Program**. Maintenance contracts and warranties, repair and replacement costs, upgrades, and/or user fees for equipment that was not originally purchased with preparedness grant funding may not be subsequently paid for with preparedness grant funding.

#### **Maintenance and Sustainment** may include:

- Maintenance Contracts and Warranties - To increase the useful life of the equipment, FEMA has determined that maintenance contracts and warranties may be purchased using grant funding from one FY to cover equipment purchased with funding from a different FY. The use of grant funding for the purchase of maintenance contracts and warranties must meet the following conditions:
  - Maintenance contracts and warranties may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, maintenance contracts and warranties must be purchased using funds from the same grant program used to purchase the original equipment
  - The term of the maintenance contract or warranty shall not exceed the period of performance of the grant to which the contract is being charged.

### *Maintenance and Sustainment*

#### **Maintenance and Sustainment may include (cont.):**

- Repair and Replacement Costs - The cost of repair and replacement parts for equipment purchased using FEMA preparedness grant funding is an allowable expense
  - Repair and replacement parts may only be purchased for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing Congressional appropriations for specific programs, repair and replacement parts must be purchased using the same grant program used to purchase the original equipment
- Upgrades - FEMA preparedness grant funding may be used to upgrade previously purchased allowable equipment. For example, if the grantee purchased risk management software with EMPG Program funds in FY 2005 and would like to use FY 2012 grant funding to upgrade the software, this is allowable.
  - Upgrades may only be purchased for equipment that has been purchased using FEMA preparedness grant funding.
  - To avoid supplementing Congressional appropriations for specific programs, upgrades must be purchased using the same grant program used to purchase the original equipment.
- User fees - User fees are viewed as costs for specific services required to maintain and provide continued operation of equipment or systems. An example would be the recurring service fees associated with handheld radios or mobile data computers
  - User fees may only be paid for equipment that has been purchased using FEMA preparedness grant funding
  - To avoid supplementing congressional appropriations for specific programs, user fees must be paid for using the same grant program used to purchase the original equipment.
  - The service time purchased shall not exceed the period of performance of the grant to which the user fee is being charged.

### *Metropolitan Medical Response System (MMRS) & Emergency Operations Center (EOC) Grant Programs*

#### **MMRS & EOC Grant Programs:**

Although no longer funded as discrete grant programs, all activities and costs allowed under the FY 2011 Emergency Operations Center (EOC) Grant Program, and FY 2011 Metropolitan Medical Response System (MMRS) grant program are allowable costs under the FY 2012 EMPG Program. Before applying, please contact the EMPG Program Manager to discuss project eligibility and availability of funds.

**Unallowable Costs/Items Not Funded**

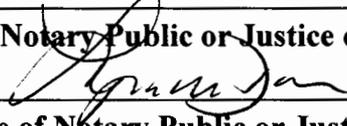
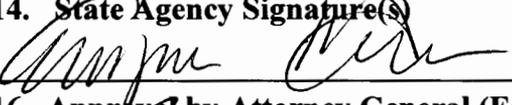
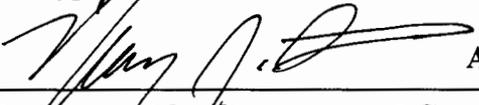
- General administrative projects. Administrative expenses must be directly connected to a specific Emergency Management-related project.
- The same/similar project will not be funded year after year.
- Expenditures for weapons systems and ammunition.
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- Activities unrelated to the completion and implementation of the EMPG Program.
- Other items not in accordance with the portions of the AEL and allowable costs listed above.

# GRANT AGREEMENT

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

## GENERAL PROVISIONS

### 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Safety, Homeland Security and Emergency Management		<b>1.2. State Agency Address</b> 33 Hazen Drive Concord, NH 03305	
<b>1.3. Grantee Name</b> School Administrative Unit #48 (VC#159941)		<b>1.4. Grantee Address</b> 47 Old Ward Bridge Road, Plymouth, NH 03264	
<b>1.5. Effective Date</b> G&C Approval	<b>1.6. Completion Date</b> September 30, 2014	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> \$ 50,000.00
<b>1.9. Grant Officer for State Agency</b> Cindy Richard, EMPG Program Manager		<b>1.10. State Agency Telephone Number</b> (603) 223-3627	
<b>"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."</b>			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
Grantee Signature 		Name & Title of Grantee Signor 2 MARK J. HALLORAN Supt. of Schools	
Grantee Signature 3		Name & Title of Grantee Signor 3	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Grafton</u> , on <u>3/3/14</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 he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b> <u>LYNN M DAVIS, Human Resources Asst.</u>			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> <u>LYNN M DAVIS, Director of Administration</u>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b>			
By: 		Assistant Attorney General, On: <u>4/7/2014</u>	
<b>1.17. Approval by Governor and Council</b>			
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"), pursuant to RSA 21-P:36, 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 in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire 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

- 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 \$2,000,000 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 17.1 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**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the School Administrative Unit #48 (hereinafter referred to as "the Grantee") \$50,000.00 for the purpose of purchasing and installing equipment that will enhance the physical security and safety of the following schools: Plymouth Elementary School, Plymouth Regional High School, Thornton Central School, and Wentworth Elementary School.
2. "The Grantee" agrees that the project grant period ends September 30, 2014 and that a final performance and expenditure report will be sent to "the State" by October 31, 2014.
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Grantee Initials \_\_\_\_\_  
Page 4 of 6



Date 3-3-14

**EXHIBIT B**

Grant Amount and Method of Payment

**1. GRANT AMOUNT**

	<b>Applicant Share</b>	<b>Grant (Federal Funds)</b>	<b>Cost Totals</b>
<b>Project Cost</b>	\$50,000.00	\$50,000.00	\$100,000.00
<b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>			
Awarding Agency: Federal Emergency Management Agency (FEMA)			
Award Title & #: Emergency Management Performance Grant (EMPG) EMW-2012-EP-00015-S01			
Catalog of Federal Domestic Assistance (CFDA) Number: 97.042 (EMPG)			

**2. PAYMENT SCHEDULE**

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be up to \$50,000.00.
- b. "The State" shall reimburse up to \$50,000.00 to "the Grantee" upon "the State" receiving appropriate documentation of expended funds from "the Grantee".

Grantee Initials \_\_\_\_\_  
Page 5 of 6

*MMA*

Date 3/3/14

**EXHIBIT C**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Grantee” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Grantee” must be expended within 30 days of receiving the advanced funds.
4. The “Grantee” agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If a compliance audit is not required, at the end of each audit period “the Grantee” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Grantee” has or will notify their auditor of the above requirements prior to performance of the audit. “The Grantee” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Grantee” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133. “The Grantee” will also ensure that all records concerning this grant will be kept on file for a minimum of seven (7) years from the end of this audit period.

Grantee Initials \_\_\_\_\_  
Page 6 of 6

*MAA*

Date 3/3/14

*School Administrative Unit #48  
Business Meeting  
Wednesday, May 22, 2013  
6:00 PM  
Plymouth Regional High School - Library*

*Administration present: Mark Halloran, Superintendent of Schools, Kathy Boyle, Assistant Superintendent; Ethel Gaides, Assistant Superintendent; Francis Gonsalves, Special Education Director; Dick Petrin, Business Administrator, Jon Francis, Facilities Director  
At 6:05 PM, Chairman Danny Desrosiers called the meeting to order.*

*Members of the Board present:*

**I. Welcome**

**a. Introductions/District Attendance**

<i>Campton</i>	<i>Ellsworth</i>	<i>Holderness</i>
<i>Danny Desrosiers</i>	<i>None</i>	<i>Carolyn Mello</i>
<i>Plymouth</i>	<i>Pemi-Baker</i>	<i>Runney</i>
<i>John Scheinman</i>	<i>Ross Deachman</i>	<i>Roger Scroggins</i>
<i>Thornton</i>	<i>Susan Judd</i>	<i>Gerry Thibodeau</i>
<i>Tim Tyler</i>	<i>Carolyn Varin</i>	<i>Waterville Valley</i>
<i>Teri Gabbeitt</i>	<i>Andy Hancock</i>	<i>None</i>
<i>Wentworth</i>		
<i>Steve Davis</i>		

**II. Election of Officers**

*On a motion by Cappy Hahn, seconded by Susan Judd, the Board voted unanimously to accept the following slate of officers.*

<i>a. Chairperson</i>	<i>Danny Desrosiers – Campton</i>
<i>b. Vice – Chairperson</i>	<i>Kate Hedberg – Plymouth</i>
<i>c. Treasurer</i>	<i>Ross Deachman – Pemi-Baker – Holderness</i>
<i>d. Secretary</i>	<i>Lisa Ash – Pemi-Baker – Campton</i>

**III. Minutes of December 12, 2012**

*On a motion by Mr. Deachman, Seconded by Susan Judd, the Board voted unanimously to accept the minutes of December 12, 2012 as written.*

**IV. Explanation of SAU Weighted and Regular Vote**

*Mr. Deachman gave an overview of the RSA's for weighted and regular votes for the SAU Board. The RSA's are written as follows:*

*194-C: 7 Representation. Every school district maintaining one or more public schools shall be entitled to 3 votes on the joint board of school administrative units, plus additional votes as provided in RSA 194-C:8. Districts not maintaining schools shall have one representative on the joint board, which shall be entitled to one vote. Each school district board member present shall be entitled to have a proportionate share of the school district's votes provided that the total votes per district shall be equally divided among the district's board members present and cast as each member present decides on any issue.*

*194-C:8 Weighted Voting. In all votes regarding school administrative unit affairs, including the organization of such unit's school board and selection of officers, each district shall be entitled to one vote for each 16 pupils residing in that district and enrolled in schools*

under the administrative unit. A balance of 8 or more students shall entitle that district to an additional vote. A balance of fewer than 8 students shall have no net effect on a district's vote. Enrollments shall be based on the average daily membership in residence of each district for the school year which ended in the preceding June. Weighted votes shall only be used upon the demand of a majority of the members of any board present and voting in the school administrative unit. The school board members present at a school administrative unit school board meeting shall be entitled to cast the entire number of votes assigned to their school districts, provided that each representative present shall be entitled to a proportionate share of the total to be cast as provided in RSA 194-C:7.

V. **Privilege of the Floor**

None

VI. **Treasurer's Report**

a. **Audit Report FY 12 – Dick Petrin**

Mr. Deachman reviewed for the Board the FY 12 Audit Report. (See attached Audit Report) On a motion by Ms. Varin, seconded by Ms. Gabbeitt, the Board voted unanimously to accept the Treasurer's Report for FY 12 as presented.

b. **Management Letter – Dick Petrin**

Mr. Petrin reviewed for the Board the Management Letter from the auditors for FY 12. (See attached report) On a motion by Ms. Hahn, seconded by Mr. Tyler, the Board voted unanimously to accept the Management Letter for FY 12.

c. **FY 13 Budget Status/LGC Refunds**

Mr. Halloran reviewed the status of the FY 13 budget, stating that the budget was in good shape and on target for the end of the fiscal year on June 30, 2013.

Mr. Halloran reported on the history of the LGC and talked about the upcoming health and dental insurance Contribution Holiday Refunds for the years 2010 and 2011.

d. **Improvements to Building – Proposal**

Mr. Francis presented a list of building upgrades for the SAU office building. Mr. Francis noted that the roof and the heating/cooling system were the top priority. Discussion ensued regarding the condition of the building. Mr. Davis suggested that a building committee be formed to study the needs and the potential for upgrades. Mr. Hancock and Mr. Scroggins volunteered to be on the committee with Mr. Davis. The Board requested that a school board member from each district be present on the committee. On a motion by Mr. Hancock, seconded by Mr. Deachman, the Board voted unanimously to form a Building Committee to assess the need for upgrades to the SAU office building.

VII. **General Authorization**

On a motion by Ms. Judd, seconded by Mr. Scheinman, the Board voted unanimously to authorize the superintendent and assistant superintendents, on behalf of the Board, to enter into grant agreements and to execute all documents pertaining thereto.

\*

VIII. **Reports**

a. **Special Education – Fran Gonsalves**

\*Child Count – On October 1, 2012 the SAU conducted the child count of special education students in each district and completed an analysis of the percent of students with IEPs and the number of students in Out of District Placements. To summarize, 16%

**Plymouth School Board  
School Board Meeting – Minutes  
Monday, February 3, 2014**

**School Board Members present:** Wilma Hyde, Mike Bullek, Kate Hedberg, Patty Buhrman, John Scheinman

**Administration present:** July Flynn, Principal; Kelley Carey, Assistant Principal; Mark Halloran, Superintendent of Schools

At 6:00 PM, Chairman Bullek called the meeting to order.

**I. Agenda Review and Disposition**

*Under Nonpublic Session add – Nominations*

**II. Minutes of January 6, 2014**

*On a motion by Ms. Hedberg, seconded by Ms. Hyde, the Board voted unanimously to accept the Minutes of January 6, 2014 as written.*

**III. Principal's Report**

*Ms. Flynn reported on the following.*

***\*Oliver!***

*Plymouth Elementary School was well represented with 20 students playing a variety of roles in the classic play, Oliver! based on the Charles Dickens classic Oliver Twist. On Thursday, January 23 the whole school received a sneak preview when some of the cast came to perform some of the scenes and songs. Plymouth is so fortunate to have such a quality program. Director Trish Lindberg recognized Mrs. Linda-Lee Scott for sending her well-trained actors, ready for the stage! There is so much more than the play. Plymouth State University offers professional development in the integrated arts. Five PES teachers participated. She offers a Saturday of art programs, and many of the PES families took advantage of this opportunity. Throughout the lobby schools display art projects focused on Oliver! and the time period. Eighth grade students in second trimester art researched and developed a high class Victorian menu and created the food – Tortes, Cakes, Turkey and Asparagus Soup.*

***\*Presentation of Moss Hart Award for Marking the Moment.***

*Ms. Flynn introduced Bill Bolton. Mr. Bolton gave a history of the award which showed that Marking the Moment had been added to the award as recipient. He stated that Marking the Moment was a play depicting the history of Plymouth in honor of the recent 250<sup>th</sup> anniversary celebration of the Town of Plymouth. The Board thanked Mr. Bolton and commended everyone that participated in creating and performing the play.*

***\*Friends of Rachel Update***

*Every Wednesday morning, a group of students in grades 5 through 8 meet to discuss and to follow through on ways to make Plymouth Elementary School a compassionate, kind and brave learning environment. They are carrying on the mission of Rachel Scott, starting a chain reaction of kindness.*

***\*Plymouth Elementary Preschool Information***

*The Preschool offers three sessions that serve 27 students. They have a self-contained room, but often paraprofessionals, Occupational Therapist or Physical Therapist work with students throughout the school.*

***\*E-mail Blast***

*There have been exciting changes in getting information out to parents. In order to keep the Alert Now strictly for emergencies, Mr. Martin has helped upload emails to send out weekly*

The wrestling team continues to improve. They hosted Goffstown and Newport today at 4:00 PM. The coaches and athletes are awaiting the location of the regional tournament which is held on February 16<sup>th</sup> and the states to be held on February 21<sup>st</sup>.

The cross-country skiing is enjoying another banner season under the leadership of coaches Kevin Greenler and Jen Chalmers. There are 21 athletes competing on a regular basis. In the first NH series race held at the Sandwich Fairgrounds, the Plymouth girls were led by Megan Ebner, Ellie Barker, Sophie Untersee, Rosa Bailey and Mya Furbish. On the boy's side, Sam Ebner, Troy Warner, Henry Greene, Pete Wingsted and Mack Doyle had a great race. The next race is Thursday, February 6<sup>th</sup> at Gunstock Nordic Center. This is another NH Series race which starts at noon. The season wraps up with the middle school states on February 17<sup>th</sup>, at the Sandwich Fairgrounds starting at 9:00 AM.

**IV. Privilege of the Floor #1**

Parents in attendance thanked Mr. Martin and the Administration for the newly created email blast.

**V. Consent Items**

a. *Claims and Payroll – FY 14 Financial Update*

A manifest was circulated and signed. Mr. Halloran gave an update of the current FY 14 financials highlighting revenues and appropriations. (please see attached)

b. *Correspondence*

None

**VI. Discussion Items**

a. **ETC Contract Approval**

Mr. Halloran presented the Board with this years proposed contract with ETC. On a motion by Ms. Hedberg, seconded by Ms. Hyde, the Board voted unanimously to accept the contract/partnership with ETC.

b. **Homeland Security Grant Approval**

On a motion by Ms. Hyde, seconded by Ms. Hedberg, the Board voted unanimously to participate in the Homeland Security Grant. Mr. Halloran thanked Mr. Temperino from Homeland Security for his help with this grant. (please see grant information)

c. **FY 15 Budget – Draft #3/Warrant Articles/Hearing Prep**

Mr. Halloran reviewed with the Board the Warrant Articles and FY 15 Budget in preparation for the Budget Hearing that will be taking place directly after this Board Meeting.

d. **Other Business**

None

**VII. Privilege of the Floor #2**

Ms. Orlando, referring to Article #4 asking if \$60,000 was enough money in the Article for technology. Mr. Halloran gave an overview of the Article and how the decision was made for that amount of money. Mr. Martin also answered some clarifying questions.

Ms. Desloges asked if there would be staff development opportunities for faculty and staff to be trained on new technology. Mr. Halloran stated that there would be.

**VIII. Nonpublic Session**

At 6:44 PM, on a motion by Ms. Hedberg, seconded by Ms. Buhrman, the Board voted unanimously to enter Nonpublic Session to discuss nominations.

**IX. Return to Public Session**

At 6:50 PM, the Board returned from Nonpublic Session and took the following action.



Thornton School Board  
February 6, 2014  
Unofficial Minutes

School Board members present: Terri Gabbeitt, Timothy Tyler, Susan Marsden, Barry VanDeMoere, and Cara Towers (5:42p.m.)  
Administration present: SAU 48 Superintendent Mark Halloran  
Principal Jonathan Bownes  
Public: Diana Daigle

The meeting was called to order at 5:35 p.m.

Agenda Review and Disposition – NONE

Minutes of January 16, 2014

*On a motion by Barry VanDeMoere, seconded by Susan Marsden, the Board voted 3 in favor and 1 abstention to accept the January 16, 2014 minutes as written.*

Principal's Report

Mr. Bownes reported that on Friday, January 24<sup>th</sup>, there was a leak from a water pipe located in the ceiling of room 109. The room was flooded with hot water. All students and staff were evacuated from the room without incident. The repair was made and the classroom was put back together the same day.

The Thornton Central School girls' seventh and eighth grade basketball team has been named the Pemi Baker League Champions. They will play an All Star team on Monday, February 10, 2014 at 6:00 p.m. at the Plymouth Regional High School.

The NECAP test results are in. Thornton students continue to do an exceptional job. They measured above local and State averages in every category.

The Winter Carnival will take place on February 20 and 21. The annual staff/student basketball game will take place on Friday, February 21 at 1:30 p.m.

There are two make-up days for Winter Activities. The dates are March 5 and 12.

Privilege of the Floor #1 – NONE

Discussion Items

2014-15 School Year Calendar – the proposed calendar was reviewed. Suggestions were to have a teacher in-service day in March and make the last day the same for teachers and students. Mr. Bownes will get feedback from the staff as well as check with other principals in the SAU regarding the in-service day in March.

State Bridge Report - The report was reviewed for information purposes only.



NH Homeland Security Grant – SAU #48 has received a grant from the Federal Government. Thornton is slated to receive \$5,000.00. Discussion took place.

*On a motion by Barry VanDeMoere, seconded by Cara Towers, the Board voted unanimously in favor to accept Thornton's share of \$5,000 from the NH Homeland Security Grant. The monies are to be used towards door and office changes.*

#### Budget Hearing Preparation

The handouts were reviewed and discussed. It was decided to present the Warrant Articles first and then the budget.

#### Other Business

Barry VanDeMoere inquired if Federal voting was allowed to take place at Thornton Central School. The answer is yes, but the school has not been approached. The school would most likely close for the day due to the disruption of gym classes, breakfasts and lunches, and other activities held in the multi-purpose room, as well as security concerns.

#### Recognition and Awards

Mr. Bownes recognized Barbara Patterson, Ann Knowles, Anita Ross, and Carol Tyler for their help evacuating the flooded classroom and clearing books, materials, and furniture from being damaged.

Privilege of the Floor #2 – NONE

Nonpublic Session - NONE

The Board returned to prepping for the Budget Hearing.

*On a motion by Barry VanDeMoere, seconded by Cara Towers, the Board voted unanimously in favor to accept, with regrets, the resignation of Judith Cooper at the end of the 2013-14 school year.*

*On a motion by Cara Towers, seconded by Susan Marsden, the Board voted unanimously to adjourn to the Budget Hearing.*

The meeting adjourned at 6:42 p.m.

Respectfully submitted,  
Carol A. Tyler  
Board Secretary

# Unofficial

**Wentworth School Board  
Minutes of January 20, 2014  
Wentworth Elementary School**

**Board Members Present:** Bernice Sullivan, Kathleen Mack, Steve Davis

**Administration Present:** Dr. Ethel Gaides, Mr. Keith Charpentier,

**Public Present:** Kenyan Karl, Joyce Morrison, Edward Crane, Kevin Kay,  
Joe King

**Teachers Present:** Erin Guinan

Mrs. Mack made a motion to open the meeting at 5:09 p.m. Seconded by Ms. Sullivan. The vote was unanimous.

**Agenda Review and Disposition:** add Non- Public – Student issue-

**Minutes of December 23, 2013 School Board Meetings:** Strike detail of walk-through of proposed security system. Mr. Davis made a motion to accept the minutes, of December 23, 2013, as amended, seconded by Ms. Sullivan. The vote was unanimous.

**Principal's Report-** \* Fabulous Falcons positive behavior program has hosted its 4th round of lunches. These lunches are a great opportunity to connect with the students.

\* Fly into a great book / literacy challenge is moving along nicely. Our students, teachers and community members have logged over 157, 254 pages thus far.

The PTO continues to hold its monthly meetings although a small group they are motivated to continue. The first dime- a- dip supper was not well attended but those who came had a nice evening. December 10<sup>th</sup> was our last meeting. We are still a very small group. We are in the process of organizing another dime – a – dip supper.

January 25th Dime – a - dip Supper 5:30 – 7:00

**KUDOS:**

To Dolly Lewis for all her extra hard work in making our annual thanksgiving lunch a huge success.

To the 8<sup>th</sup> grade class and their advisors for the set- up, serving and cleanup of our Thanksgiving lunch. Thank you.

To Kindergarten for the table runners, 1<sup>st</sup> & 2<sup>nd</sup> grade for making the & grades 3, 4, & 5 for the wonderful center pieces. All these made for very nice table settings.

To Coaches Christine Crane & Nick Gagnon for the hard work getting theirs teams ready for the basketball season.

To our students Ben Parsons & Carly Merluzzi for participating in the Christmas parade in Plymouth is was nice to see them march in the band.

To Courtney Hiltz for a wonderful holiday concert.

To Kevin Patten for clearing the snow out from behind the schools in order to keep it clean in case of emergency.

**Discussion Items-**

- 1. Safety Committee** - Currently has two faculty members who have volunteered their time. The committee also needs a member of the school board. Mrs. Mack nominated Ms. Sullivan. Ms. Sullivan graciously accepted.

Dr. Gaides stated that back in June she reported that the Emergency Management Performance Grant applied for by SAU #48 asking for \$50,000 for the multiple elementary schools. WES portion is \$3,500 for panic switches. Dr. Gaides received an email from the agency that it must be noted in the minutes that the school board is willing to accept the \$3,500 for switches and that the funds must be matched. She noted that the cost match has already been met with the purchase of the walkie-talkies and letter labeling of the building. Ms. Sullivan made a motion to accept the grant of \$3,500 for panic switches based on having expended the matching funds, seconded by Mrs. Mack. All were in favor.

**PEMI-BAKER REGIONAL SCHOOL BOARD  
MEETING MINUTES  
PLYMOUTH, NH 03264  
February 4, 2014**

**MEMBERS PRESENT** Cappy Hahn, Peter Pettengill, Kathy Ringlein, Barbara Noyes, Sam Brickley, Lisa Ash, Carolyn Varin, Sue Judd, Ed Gaiero, and Andy Hancock

**STUDENTS PRESENT** None.

**OTHERS PRESENT** Mark Halloran and Bruce Parsons

**AGENDA REVIEW  
AND DISPOSITION** None.

**MINUTES** The minutes of January 21, 2014 stand approved as written.

**PRIVILEGE OF  
THE FLOOR #1** None.

**SUPERINTENDENT'S  
REPORT** Mr. Halloran will give his report under discussion items.

**STUDENT REPORT** None

**PRINCIPAL'S REPORT** Mr. Parsons reported on the following:

- Valentine's Dance on Saturday is cancelled due to lack of interest.
- Semester 2 has started and is running smoothly
- Move-Up Night was very successful, well attended and received positive feedback from parents.
- 21 Scholar Athletes recognized at the Concord Center of the Arts.
- This past Saturday, PRHS Art Department had 23 students' artwork on display at Pinkerton Academy. Hannah Winpenny received a gold and a \$1,000 scholarship for her work. Kudos to Mrs. Sanborn and Ms. Donovan.

**COMMITTEE PROGRESS  
REPORTS**

*Facilities* – Next meeting is February 17<sup>th</sup> @ 5:00 p.m.

*Policy & Budget* – Next meeting is February 17<sup>th</sup> @ 5:15 p.m.

UNOFFICIAL

Program & Staffing – Next meeting is February 17<sup>th</sup> @ 5:30 p.m.

*School Community Council*

*Update*

Mrs. Noyes reported that the committee met last evening and continued their work on Academic Advisory. They will be meeting monthly and the next meeting is March 3 at 5:15 p.m.

**DISCUSSION ITEMS**

- 
1. **Safety Measures** – Homeland Security Grant – Mr. Halloran reported that we have received a \$50,000 matching grant which will be used to purchase panic switches, electric doors and office changes. The matching \$50,000 will come out of the operations of the building budget. A motion was made by Mr. Naro, seconded by Mr. Pettengill, to accept the grant funds; the motion was unanimous. Mr. Halloran extended his thanks to Mr. Steven Temperino of Homeland Securities for his assistance in getting this grant.
  2. FY 14-15 Calendar Approval – a motion was made from committee to approve the proposed FY 14-15 Calendar; the vote was unanimous.
  3. Deliberative Session Prep – A motion from committee to move the Warrant Articles as written along to the Deliberative Session; the vote was unanimous.
  4. Other Business
- 

**PRIVILEGE OF  
THE FLOOR #2**

None.

**BOARD MEMBER  
CONCERNS**

Mrs. Noyes reported that she served as a judge for the Poetry Out Loud competition and how well our students presented themselves.

Mrs. Hahn passed around a flyer from the NH Public TV which highlighted our students at the Granite State Challenge events.

**NON-PUBLIC SESSION**

None.

**ADJOURNMENT**

At 5:20 p.m. it was moved by Mr. Naro, seconded by Mrs. Ringlein, that there being no further business to come before the Board, that the meeting be adjourned. The vote was unanimous.

Respectfully submitted,

Janice E. Prescott  
Board Recording Secretary

## CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<b>Participating Member:</b> All Members List Attached		<b>Companies Affording Coverage (the "Companies"):</b> Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
<b>Coverage (Occurrence basis only):</b>	<b>Effective Date (mm/dd/yy)</b>	<b>Expiration Date (mm/dd/yy)</b>	<b>Limits (subject to applicable NH statutory limits)</b>	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence	\$5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$Per scheduled limits and Member Agreement
<input type="checkbox"/> Workers Compensation (Coverage A) Employers' Liability (Coverage B)			<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
<b>Description:</b> Proof of Coverage.				

**CANCELLATION:** If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

	<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.</i>		
<b>Certificate Holder:</b>  State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b>  By: <u>Debra A Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>	<b>Please direct inquiries to:</b>  Debra A. Lewis 603.226-1322 x3332

*\*Terms in quotes are defined in the Member Agreement.*

NEIP	Town of New Ipswich
NELO	Town of New London
NELS	Town of Nelson
NESD	Nelson School District
NESP	New London Springfield Water Prec.
NEWB	Town of Newbury
NEWF	Newfields School District
NEWI	Town of Newington
NEWM	Town of Newmarket
NEWS	Newport School District
NEWT	Town of Newton
NEXT	NEXT Charter School
NHAC	NH Association of Counties
NHMB	NH Municipal Bond Bank
NHSB	NH School Boards Association
NOCC	North Country Council
NOCE	North Country Emergency Response Team
NOCO	North Conway Water Precinct
NOCY	North Country Charter Academy
NOHV	North Haverhill Water & Light
NORV	Village of Northwood Ridge Water District
NOSW	North Swanzey Water & Fire Precinct
NOTT	Town of Nottingham
NOWA	North Walpole Village District
ORAN	Town of Orange
ORFV	Orford Village District
OSSI	Town of Ossipee
PACE	PACE Career Academy Charter School
PEBO	Penacook Boscawen Water Precinct
PEBS	Pembroke School District
PELH	Town of Pelham
PEMB	Town of Pembroke
PEMI	Pemi-Baker Regional School District
PEMW	Pembroke Water Works
PENA	Penacook Civil Defense Rescue
PIER	Town of Piermont
PILL	Pillsbury Lake Village District
PITS	Town of Pittsburg
PITT	Town of Pittsfield
PLAS	Town of Plaistow
PLYM	Town of Plymouth
→ PLYS	Plymouth School District
PLYV	Plymouth Village Water & Sewer
POLA	Polaris Charter School
PORT	City of Portsmouth
RAND	Town of Randolph
RAYS	SAU #33 - Raymond

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<b>Participating Member:</b> <b>Member Number:</b>	<b>Workers Compensation</b> (List Attached)	<b>Companies Affording Coverage (the "Companies"):</b>  Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
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			Personal & Adv Injury	\$
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<input checked="" type="checkbox"/> <b>Workers Compensation (Coverage A)</b> <b>Employers' Liability (Coverage B)</b>	7/1/2013	6/30/2014	<input type="checkbox"/> Statutory / Cov. A	
			Each Accident / Cov. B	\$ 2,000,000
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			Disease - Policy Limit	\$ 2,000,000
<b>Description: Proof of Coverage</b>				

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<b>Certificate Holder:</b>  State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301	<b>Companies</b>  By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>7/1/2013</u>	Please direct inquiries to:  Debra A. Lewis 603.226-1322 x3332

\*Terms in quotes are defined in the Member Agreement.

MARX	Marlow School District
MCCC	Making Community Connections Charter School
MILL	Mill Falls Charter School
MILS	Milton School District
MONA	SAU #93 - Monadnock Regional
NESD	Nelson School District
NEWF	Newfields School District
NEWS	Newport School District
NEXT	NEXT Charter School
NHMB	NH Municipal Bond Bank
NHSB	NH School Boards Association
NOSW	North Swanzey Water & Fire Precinct
ORFV	Orford Village District
PACE	PACE Career Academy Charter School
PEBS	Pembroke School District
PEMI	Pemi-Baker Regional School District
→ PLYS	Plymouth School District
POLA	Polaris Charter School
RAYS	SAU #33 - Raymond
RESE	Regional Services & Education
ROLN	Rollinsford School District
RUMS	Rumney School District
SAUA	SAU #04 - Newfound Area
SAUB	SAU #53 Office
SAUC	SAU #34 Office
SAUD	SAU #48 Office
SAUF	SAU #43 Office
SAUH	SAU #41 Office
SAUK	SAU #16 Office
SAUL	SAU #64 Office
SAUN	SAU #29 Office
SAUR	SAU #09 - Conway
SAUV	SAU #61 - Farmington
SAUW	SAU #56 Office
SEAD	Seabrook Beach Village Precinct
SEAL	Seacoast Learning Collaborative
SMSD	Somersworth School District
SOUR	Souhegan Regional Landfill District
STRF	Strong Foundations Charter School
STSD	Stratham School District
SULS	Sullivan School District
SUNS	SAU #85 - Sunapee
SURR	Surry Village Charter School
SUSD	SAU #91 - Surry
THOS	Thornton School District
TINW	Tilton-Northfield Water District d/b/a Tilton & Northfield Aqueduct Company, Inc.
UVLS	Upper Valley Lake Sunapee RPC

# TITLE I

## THE STATE AND ITS GOVERNMENT

### CHAPTER 21-P

#### DEPARTMENT OF SAFETY

#### Homeland Security and Emergency Management

##### Section 21-P: 43

**21-P: 43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans.** – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

**Source.** 2002, 257:7, eff. July 1, 2002.