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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF BUSINESS OPERATIONS  
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas  
Commissioner

Stephen J. Mosher  
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9500 1-800-852-3345 Ext. 9500  
Fax: 603-271-8149 TDD Access: 1-800-735-2964

June 24, 2013

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a License for Use of Premises (License) with the Manchester School District, 195 McGregor Street, Manchester, New Hampshire 03102 effective upon Governor and Executive Council approval through June 30, 2015. This License will allow the Department to provide the Manchester School District use of the Stark House located on the premises of the Sununu Youth Services Center to work with young adolescents who have been suspended from the Manchester School District for misbehavior and/or truancy.

**EXPLANATION**

The Department of Health and Human Services, Bureau of Juvenile Justice Services is located at the Sununu Youth Services Center at 1056 River Road in Manchester, New Hampshire. The Bureau of Juvenile Justice Services is responsible for providing supervision and rehabilitative services to youth adjudicated under State law as delinquent or as Children in Need of Services. The campus of the Sununu Youth Services Center is comprised of a large parcel of land and several large buildings, including the Stark House. The Stark House is a vacant facility located at 1188 River Road in Manchester, formerly housing Girl's Cottages. The Stark House consists of a one-story building with approximately 8,125 square feet of space. The Manchester School District plans to use the facility for the Manchester School District's Indistrict Suspension Program.

The Manchester School District shall use the site to work with young adolescents who have been suspended from the Manchester School District for misbehavior and/or truancy. Currently, students who receive out of school suspensions simply roam the streets or stay in their homes. Although they are allowed to do work at home during their suspension, there is no direct instruction. Rather than suspend students out of school, they would be placed in a learning environment with instructional staff to work with them. This program is designed to work with disengaged students in grades 5-8 who have a history of truancy and/or have been suspended on more than one occasion. This program serves as a district wide suspension placement. The initial enrollment is expected to be between 25 and 50 students to be placed in the program. Students would be selected by Indistrict Suspension Program based upon their needs and academic and behavioral history. It could also serve as a placement in lieu of expulsion for students who violate the Student Code of Conduct.

The Indistrict Suspension Program design shall incorporate a formal assessment of the students' academic, emotional and behavior strengths and weaknesses while providing them with strategies to be able to reestablish themselves with a positive learning environment. The length of placement will vary based upon the results of the assessment and the ability for the student to remain in school upon completion of the program. Upon return to school, the student would be provided with an individual learning, attendance and behavioral plan and a staff member from the program will be assigned to him/her to monitor the student's progress in meeting the goals established in the individual plan. The current program design includes a day program operating from 9:00 AM to 4:00 PM, Monday through Friday.

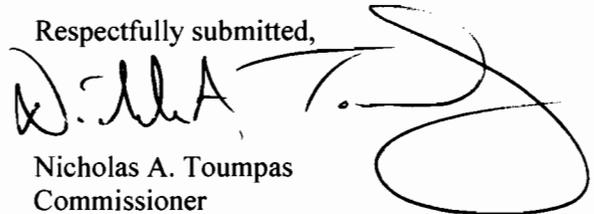
The Department finds the arrangement very beneficial, continuing to provide health and human services for those students in need of alternative education within the State of New Hampshire by providing a facility for this Indistrict Suspension Program.

The use of the Stark House shall be (a) subject to the general supervision and approval of the Department and (b) subject to such rules and regulations the Department may prescribe from time to time.

Approval of this License will allow the Department to provide a facility to house the Manchester School District's Indistrict Suspension Program, further fulfilling the Department's continuing efforts, functions and services for providing health and human services to the public.

The area served by this License is the jurisdiction of the Manchester School District.

No funds are required for this License.

Respectfully submitted,  
  
Nicholas A. Toumpas  
Commissioner

**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES  
MANCHESTER SCHOOL DISTRICT – INDISTRICT SUSPENSION PROGRAM  
LICENSE FOR USE OF PREMISES**

This agreement is made this 25<sup>TH</sup> day of JUNE, 2013 by and between the State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, New Hampshire 03301, referred to as the “Licensor” and the Manchester School District, 195 McGregor Street, Manchester, New Hampshire 03102 referred to as the “Licensee”.

**WHEREAS:**

1. The Stark House is a vacant facility located in Manchester, New Hampshire at the Department of Health and Human Services’ Sununu Youth Services Center, formerly housing Girl’s Cottages. The Stark House consists of a one-story building with approximately 8,125 square feet of space. The Manchester School District plans to use the facility for the Indistrict Suspension Program.
2. The Manchester School District shall use the site to work with young adolescents who have been suspended from the Manchester School District for misbehavior and/or truancy. Currently, students who receive out of school suspensions simply roam the streets or stay in their homes. Although they are allowed to do work at home during their suspension, there is no direct instruction. Rather than suspend students out of school, they would be placed in a learning environment with instructional staff to work with them. This program is designed to work with disengaged students in grades 5-8 who have a history of truancy and/or have been suspended on more than one occasion. This program serves as a district wide suspension placement. The initial enrollment is expected to be between 25 and 50 students to be placed in the program. Students would be selected by Indistrict Suspension Program based upon their needs and academic and behavioral history. It could also serve as a placement in lieu of expulsion for students who violate the Student Code of Conduct.
3. The Indistrict Suspension Program design shall incorporate a formal assessment of the students’ academic, emotional and behavior strengths and weaknesses while providing them with strategies to be able to reestablish themselves with a positive learning environment. The length of placement will vary based upon the results of the assessment and the ability for the student to remain in school upon completion of the program. Upon return to school, the student would be provided with an individual learning, attendance and behavioral plan and a staff member from the program will be assigned to him/her to monitor the student’s progress in meeting the goals established in the individual plan. The current program design includes a day program operating from 9:00 AM to 4:00 PM, Monday through Friday.
4. The Stark House is located at 1188 River Road in Manchester, New Hampshire 03103.
5. The Licensor finds the arrangement very beneficial, continuing to provide health and human services for those students in need of alternative education within the State of New Hampshire by providing a facility for this Indistrict Suspension Program.

**NOW THEREFORE;**

Initials: J. G.  
Date: 6/25/13

- A. The parties agree that the Licensee be allowed the common use of its Stark House at 1188 River Road in Manchester for the purpose of the Indistrict Suspension Program for disengaged students in Manchester.
- B. The Licensee shall further have the right to use the onsite parking lot. No reserved parking is provided as part of this Agreement.
- C. This Agreement shall commence upon Governor and Executive Council approval and shall terminate June 30, 2015 or unless earlier terminated by either party as provided hereunder. If Governor and Executive Council approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. This License shall run coterminous with the Manchester School District's Indistrict Suspension Program, should the Indistrict Suspension Program be terminated for any reason, this document shall become null and void, with no further obligation or recourse to either party.

**THIS AGREEMENT IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:**

- I. The use and occupation of the Stark House shall be at the expense of the Licensee. The Licensor is responsible to maintain and repair the roof, boiler, plumbing systems, and electrical systems. Licensee is responsible for all repairs due to wear or negligence on the part of the Licensee, its employees, assignees, students or guests.
  - a. At a payment by the Licensee of \$1.00 per year, due and payable to the Licensor on the first day of the commencement of the Term. The total amount of rent due under this agreement is \$3.00.
  - b. Subject to the general supervision and approval of the Licensor and;
  - c. Subject to such rules and regulations as the Licensor may prescribe from time to time.
- II. The Licensee has inspected and knows the condition of the Stark House. It is understood and agreed that the Stark House is in an "as is" condition without any representation or obligations on the part of the Licensor to make any alterations, repairs or improvements.
- III. The Licensee is responsible for all utilities, including electricity, propane, water, and sewer which shall be billed directly to Licensee.
- IV. The Licensee shall be responsible for janitorial services, grounds services, snow removal, and waste disposal.
- V. The Licensee shall be responsible for all necessary furniture, fixtures, and equipment necessary to provide services for the Stark House.
- VI. The Licensee will protect, repair and maintain the Stark House in good order and condition at their expense and without costs or expense to Licensor. The Licensee shall exercise due diligence in protecting the Stark House against damage or destruction by fire, vandalism, theft or other causes.
- VII. The parties may mutually agree to renew this Agreement in writing at least 60 days prior to its expiration. If this Agreement is not renewed at least 60 days prior to its expiration, then on or before the expiration date of this Agreement, or within ten (10) business days after its revocation

Initials:                       
Date: 6/25/13

or termination by the Licensor, or relinquishment by the Licensee, the Licensee shall vacate the Stark House and shall, remove all their personal property and restore the Stark House to a condition satisfactory to the Licensor, damages beyond the control of the Licensee and due to ordinary wear and tear excepted. If the Licensee shall fail or neglect to remove their personal property then at the option of the Licensor, such property shall either become property of the Licensor without compensation thereof, or the Licensor may cause property to be removed at the expense of the Licensee, and no claim for damage against the Licensor or its officers, employees or agents shall be created by or made on account of such removal. If the Licensee shall fail or neglect to restore the Stark House to a condition satisfactory to the Licensor, the Licensor may cause the Stark House to be so restored at the expense of the Licensee, and no claim for damage against the Licensor or its officers, employees or agents shall be created by or made on account of such restoration work.

- VIII. The Licensee shall, at its own expense, promptly repair or replace to the satisfaction of the Licensor, property damaged or destroyed by the Licensee, its volunteers, staff members, students or guests, incident to its exercise of the privileges granted. Alternatively, if required by the Licensor, the Licensee shall pay the Licensor money in the amount sufficient to compensate for the loss sustained by the Licensor for damage to or destruction of Stark House.
- IX. No further addition to or alterations or improvement of Stark House shall be made without prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed. Such written request shall fully define the proposed scope of work, name the vendor(s), contractor(s) and detail any and all work proposed at Stark House. The Licensor reserves the right to define means, methods, materials and specific contractors to be utilized in performing the work. Any required engineering fees, testing or certificates shall be at the sole expense of the Licensee.
- X. The Licensee shall at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste. Should Licensee discover any violations, the Licensee shall report these violations immediately to the Licensor. The Licensee shall, at its own expense, be responsible for any costs incurred as a result of any violation of the aforementioned federal, state and local laws, rules and regulations and standards.
- XI. Any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter Stark House at all times (with reasonable notice) for any purpose, including inspection, and the Licensee shall have no claim on account of such entries against the Licensor or the State of New Hampshire or any officer, agent, employee or contractor thereof.
- XII. The Licensor shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of Stark House and its use and occupation by the Licensee, or from damage to its property, or damage to the property, or injuries to the persons or volunteers of the Licensee or any officers, employees, servants, agents, contractors, students, or others who may be at Stark House at their invitation or the invitation of any one of them arising from activities at Stark House.

Initials

Date

J.G.  
6/25/13

- a. The Licensee agrees to assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use of and occupancy of the Stark House. The Licensee expressly waives all claims against the Licensor and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of Stark House or as a consequence of the conduct of activities or the performance of responsibilities under this Agreement, unless caused by the Licensee's willful act(s) or negligence.
- b. The Licensee agrees to indemnify, save, hold harmless and defend the Licensor and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, losses or actions of any sort resulting from, related to or arising out of any activities conducted under this Agreement and acts or omissions of the Licensee action by the Licensee giving rise to liability to the Licensor or the State of New Hampshire, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.
- c. In the performance of this License, the Licensee is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Licensee nor any of its officers, employees, agents or members shall have the authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- d. During the term and any extension thereof, the Licensee shall at its sole expense, obtain and maintain in force the following insurance with respect to Stark House and the property of which Stark House is a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on (or claimed to have occurred on), in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than nine hundred twenty five thousand (\$925,000.00) per occurrence; with coverage of Excess/Umbrella Liability of not less than nine hundred twenty five thousand (\$925,000.00).
- e. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Licensor no less than ten (10) days prior written notice of cancellation or modification of the policy. The Licensee shall deposit with the Licensor certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Licensee shall furnish the Licensor with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

Initial AG  
Date: 6/25/13

f. Workers Compensation Insurance: To the extent the Licensee is subject to the requirements of NH RSA chapter 281-A, Licensee shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Licensee shall furnish the Licensor proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Licensor shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Licensee, or any subcontractor of the Licensee, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

XIII. This Agreement is effective only insofar as the rights of the Licensee in Stark House involved are concerned, and the Licensee shall obtain such permission as may be necessary on account of any other existing rights.

XIV. The Licensor shall have the right to terminate this Agreement without Liability to the State, in whole or in part in the event the Licensee violates State or federal law or regulation, or materially breaches this Agreement or fails to comply with any term or condition of this Agreement that is not cured within twenty (20) business days of notice and written request for compliance by the Licensee.

XV. This Agreement shall not be transferred or assigned.

XVI. No notice, order, direction, determination, requirement consent and/or approval under this Agreement shall be of any effect unless it is in writing. All notices to be given pursuant to this Agreement shall be addressed, if to the Licensor:

**LICENSOR**

State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301-3857  
ATTN: Stephen J. Mosher, Chief Financial Officer  
(603) 271-9291

and if to the LICENSEE to:

**LICENSEE**

Chairman of the Board, Ted Gatsas  
Manchester School District  
195 McGregor Street  
Manchester, NH 03102  
(603) 624-6500

Initials: M.G.

Date: 6/25/13

- XVII. The Licensee shall not discriminate against any person or volunteers or exclude any persons from participation in the Licensee's operations, program or activities conducted at Stark House because of race, color, religion, creed, age, sex, handicap, sexual orientation or national origin and shall take such action to prevent such discrimination. The Licensee, by acceptance of this Agreement, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 200d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Licensor of Defense Directive 5500.11, May 271, 1971, as amended 32 CFR pt 300) will be complied with.
- XVIII. This Agreement, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is construed according to the laws of the State of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed and approved by the Licensor and the Licensee.
- XIX. This Agreement does not abridge or limit, nor shall it be interpreted as abridging or limiting the sovereign or official immunity to which the State of New Hampshire and its representatives and agents are lawfully entitled.
- XX. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- XXI. The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.
- XXII. Notwithstanding paragraph C above, either party may terminate this Agreement upon sixty (60) - days prior written notice to the other at the above address. The Licensee understands and acknowledges that this Agreement allows only temporary use of the Stark House.
- XXIII. This License shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

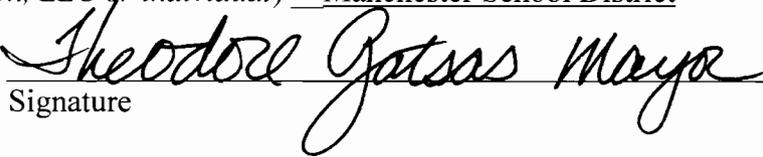
Initials JG.  
Date 6/25/13

**IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.**

**LICENSOR:** The State of New Hampshire, acting through its' Department of Health and Human Services

**Authorized by:** (full name and title)   
Stephen J. Mosher, Chief Financial Officer

**LICENSEE** (full name of corporation, LLC or individual) Manchester School District

**Authorized by:** (full name and title)   
Signature  
Print: Chairman of the Board, Ted Gatsas  
Name & Title

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE

STATE OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) June 25, 2013,

appeared before me (print full name of notary) Victoria L. Ferrara the undersigned officer personally appeared (insert Licensee's signature) Victoria J. Ferrara

who acknowledged him/herself to be (print officer's title, and the name of the corporation)

Constituent Service Rep. Mayor's Office and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

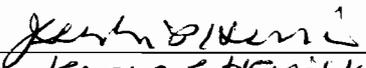
**In witness whereof I hereunto set my hand and official seal.** (provide notary signature and seal)

VICTORIA L. FERRARO, Notary Public  
My Commission Expires April 28, 2015

**APPROVALS:**

**Approved by the Department of Justice as to form, substance and execution:**

Approval date: 27 Jun. 2013

Approval Attorney:   
Jenner Henick, Attorney

**Approved by the Governor and Executive Council:**

Approval date: \_\_\_\_\_

Signature of the Deputy Secretary of State: \_\_\_\_\_

Initials: J.G.  
Date: 6/25/13

*Minutes  
June 10, 2013  
Manchester School Board*

Comm. Beaudry said he had one other thing under Communications. He said "it was brought to my attention today and I want to put it on the table. I don't know if we can do anything in this legislative session but seeing we're going to an hours-based calendar next year to the 175 days that will preclude the para-professionals from being in the City retirement system because the law reads that they have to be 180-day employees. I know it was not my intention and it sure would not be my intention to have them taken out of the retirement system." He said he called his Alderman who is also a State rep to see if there is anything up there that we can attach something to. Comm. Rokas is a State rep. He said "if something could be done this year, if not, the Retirement System director will be putting something together because it will have to be passed legislatively because it is in the statute for the City retirement that they have to be a 180-day employee. On the State side it goes by hours, it doesn't have days. I just wanted to make the Board aware of that and I would like to have something done this year if possible but if not I want to go on the record or move that we have legislation submitted. It would just be a house-cleaning piece of legislation but it has to go through the State Legislature that our para-professionals stay in the retirement system."

Ms. Wakefield, the District's HR Director, stated "I actually had an email exchange with Mr. Fleury from the City Retirement System today. I was reading their summary plan and saw that that does say 'for example, 30 hours and 180 days'. So I did contact Mr. Fleury to determine whether that did preclude some of our hourly employees who might not work 180 days this next year from participating. We agreed that we did not want that to be the result of this change in the school calendar. Mr. Fleury said that he would initiate some legislation."

Mayor Gatsas said he had one other thing. He said "I had a conversation last week and Dr. Brennan was there about how do we possibly institute an alternative education plan in the City and where could we house it. I've got an initial response from the State that they would lease us the Stark House for a dollar a year for 3 years. We're going through the preliminary inspection to make sure everything is fine and that heating system is working and the windows are working and we can find a way to fund it. I met with Councilor Pappas and he was willing to support it at the Governor and Council because that's where the lease would go so that we could institute it. We've got to find some money for it. If this Board wants us to continue we will continue having the discussion, if the Board doesn't want to have the discussion then I'll stop the discussion." He said "I apologize for not getting this to you sooner. These things only transpired in the last week. I will be having a conversation with the Department of Education to find out what we can do and what we can get for funding to make this make sense seeing that our funding for the CHINS Program has been eliminated and a lot of these kids would be in that program."

**Vice Chair Gelinis made a motion to continue discussion. Comm. Ambrogi seconded the motion.**

Comm. Connors said "I was just curious as to what grade levels we're looking at here and if it's directed towards a specific population." Mayor Gatsas said "high school and jr. high school." He said "Dr. Brennan has been up to see the site and it seems to work. I don't think it's going to cost us a lot to get the building up and running and I will make sure that any heating systems that need to be replaced it would be the State that would look at them. They're supposed to get us some sort of an agreement and I will get it out to the Board so you can take a look at it beforehand. But that's where we are in these discussions."

Comm. Beaudry asked "would there be any grant money if we implement a program like that? Could we have access to any...?" Mayor Gatsas said "we have the ability to get Medicaid funding if we structure the way we move forward with the students in the right way. We could get Medicaid funding with some of the students and those funds would come in to the School District." Comm. Beaudry asked "could we make it like a community program like MST where maybe towns could send their kids in and pay a fee?" Mayor Gatsas said "I just want to make sure that first we get our first ducks in a row and then we can certainly line up the rest. I'm not too sure we have enough space to take other communities' in but certainly if there is there is nothing that says we couldn't bring them in."

Supt. Brennan said "in terms of Comm. Beaudry's comment, I think one of the things we do often is talk about projected revenue. We really should work on getting it together similar to what we're doing at MST where we focus in on our students first and get that off the ground and then perhaps grow it. I don't think there should be any expectation other than support from the State and perhaps from grants that we would put in our corner, so to speak, for tuition payment. It's always bigger and better than it ever becomes. But if we can get this off the ground and work with this I think it will help close some gaps that we have in the system."

**Vice Chair Gelinis moved the question. Mayor Gatsas called for the vote on the motion. The motion passed by unanimous vote.**

Supt. Brennan said "I know Comm. Stewart gave me some indication relative to where we're going, where we should go. If others could just take a moment to give me a sense as to do we work from the elementary up or do we close that gap as I said with our school approval aspect? I just would like for you to take another few moments, please."

Mayor Gatsas said "I'll only make a suggestion. I would hope you would talk to Dr. Livingston who is coming in and see what her priorities are. Certainly as the outgoing superintendent and the incoming superintendent my motion would be to allow the 2 of you to make those decisions. If you could report back to us her conversations. I know that she supposedly is trying to leave her district a little early to come in to join us sooner but we'll wait to see what happens." Supt. Brennan said he has spoken with the incoming superintendent and he has a meeting with her on Wednesday morning. He will be meeting with her to go over priorities and where we are in terms of transitioning. He said he would do everything he possibly can to make it the smoothest transition. He said "I understand what the Mayor is saying but if I could just get a sense. If it's split, then it's split, and we'll have to figure out what to do in the best interest of our students. But at some point or another we need as a School District, and I think not just ours, to really focus in on that foundation as opposed to the gap because if you don't start on the same line you're unlikely to finish on the same line."

**Mayor Gatsas made a motion to allow Dr. Brennan and Dr. Livingston to make the decision of where we should go with those extra teachers and have them report back to this Board. Comm. Wihby seconded the motion.**

Comm. Avard said "I just want to say that while I appreciate the importance of elementary education and I have never opposed that at all, in this particular situation and this environment, it's vital that we do everything we can to protect and fulfill our contractual obligations with our sending districts. Having a policy that says we limit the classes to 30 is a good step but we have to make sure that the staff is there so we're not reducing the available courses for the students so that students can have everything that they need to move forward and to excel. It's going to be a



**City of Manchester  
Office of Risk Management**

Harry G. Ntapalis  
Risk Manager

One City Hall Plaza  
Manchester, New Hampshire 03101  
(603) 624-6503 Fax (603) 624-6528  
TTY: 1-800-735-2964

**CERTIFICATE OF COVERAGE**  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
Attn: Leon Smith, Administrator  
129 Pleasant Street  
Concord, New Hampshire 03301

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 within the financial limits of RSA 507-B as follows:

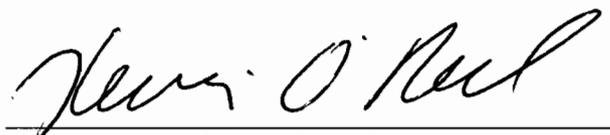
	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, 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 limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

**DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD**

For the Manchester School District Suspension Program. License for use of premises to be reviewed periodically for continuation.

Issued the 24th day of June, 2013.

  
\_\_\_\_\_  
Safety Coordinator



**MANCHESTER SCHOOL DISTRICT  
SCHOOL ADMINISTRATIVE UNIT NO. 37**

195 McGregor Street, Suite 201, Manchester, NH 03102  
Telephone: 603.624.6300 • Fax: 603.624.6337

**Thomas J. Brennan, Jr., Ed.D.**  
Superintendent of Schools

**Michael J. Tursi**  
Assistant Superintendent

**Karen G. Burkush**  
Assistant Superintendent

**Karen DeFrancis**  
Business Administrator

**CERTIFICATE OF VERIFICATION**

I, Suzanne Sears, verify that the minutes of the Board of School Committee, for the Manchester, NH School District, meeting on Monday, June 10, 2013 are true and accurate.

Suzanne Sears,  
Board of School Committee Clerk  
June 27, 2013



Amina Fazlic  
  
6/27/2013