

AGENDA

**SCHOOL ADMINISTRATIVE UNIT NO. 12
Office of the Superintendent of Schools
Londonderry, New Hampshire 03053**

The meeting of the Londonderry School Board will be held on Tuesday, April 16, 2024, at 7:00 PM at Londonderry High School, 295 Mammoth Road, Londonderry, NH in the Library. The meeting will be broadcast on the [District's YouTube Channel](#). There will be a one-week delay on the Local Cable Access Ch. 8.

1. Non-Public Session

Non-Public Session requested under RSA 91-A:3, Section II (b) and (c)

1.1 Personnel Issue(s)

1.2 Nomination(s)

2. Call To Order

3. Pledge of Allegiance

4. Consent Agenda

4.1 Retirement(s)

Carolyn Roy	Teacher	MS
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4.2 Resignation(s)

Mikala Ash	Teacher	SS
Jaclyn Campo	Teacher	LMS
Laura DeLew	Teacher	LMS
Bethany Gagne	Support Staff	MH
Molly Goldstein	Teacher	LMS
Ronni Heard	Teacher	LHS
Elizabeth Logan	Teacher	LMS
Susan Morin	Dining Services	LMS
Melissa Nickerson	Teacher	SS
Danielle Seskes	Teacher	LMS
Lauren Thompson	Teacher	SS
Michelle Valente	Support Staff	NS

4.3 Minutes

April 2, 2024

4.4 Meetings

May 7, 2024	Regular Meeting	LHS	7:00 PM
May 21, 2024	Regular Meeting	LHS	7:00 PM

April 16, 2024

5. Announcements and Presentations

- 5.1 Winter 2024 Data Presentation - Jason Parent
- 5.2 Community Input on Strategic Plan - Dan Black
- 5.3 Bullying Forum

8:30 6. Public Comment

9:00 7. Committee Reports

- 7.1 School Board Liaisons
- 7.2 Student Representative - Dylan Anderson

8. Deliberations

- 8.1 General Assurances for Federal Programs
- 8.2 FY 25 HVAC Purchase Order
- 8.3 2nd Reading to Amend Policy ABA - Volunteer Involvement
- 8.4 1st Reading to Adopt Policy KCB - Community Involvement in Decision Making
- 8.5 3rd Reading to Adopt Policy ACN - Nursing Mothers Accommodations
- 8.6 3rd Reading to Amend Policy AD - Educational Philosophy
- 8.7 3rd Reading to Adopt Policy ADB - Drug-Free Workplace & Drug-Free Schools
- 8.8 3rd Reading to Rescind Policy GBK - Employee Use or Abuse of Drugs and Alcohol
- 8.9 3rd Reading to Rescind Policy GBKA - Drug-Free Workplace
- 8.10 3rd Reading to Adopt Policy ADC - Tobacco Products Ban Use & Possession In & On School Facilities
- 8.11 3rd Reading to Rescind Policy GBKB - Tobacco Products Ban
- 8.12 1st Reading to Rescind Policy AE - School District Goals and Objectives
- 8.13 1st Reading to Adopt Policy ADA - School District Goals and Objectives
- 8.14 3rd Reading to Rescind Policy AG - Accomplishment Reporting to the Public

April 16, 2024

- 8.15 3rd Reading to Adopt Policy DAF - Administration of Federal Grants
- 8.16 3rd Reading to Rescind Policy DBG - Budget Hearings
- 8.17 3rd Reading to Rescind Policy DBH - Budget Adoption Procedures
- 8.18 3rd Reading to Amend Policy DBC - Budget Preparation
- 8.19 3rd Reading to Rescind Policy DBE - Determination of Budget Priorities
- 8.20 3rd Reading to Rescind Policy DBF - Development of Budget Recommendations
- 8.21 3rd Reading to Adopt Policy DBI - Budget Implementation

9. Non-Public Session

Non-Public Session requested under RSA 91-A:3, Section II (b) and (c)

- 9.1 Personnel Issue(s)
- 9.2 Nomination(s)

10. Adjournment

(Please note: In addition to the items listed on the agenda the Board may consider other matters not on the posted agenda and they may enter a non-public session or convene in a non-meeting session in accordance with RSA 91-A if the need arises.)

SCHOOL ADMINISTRATIVE UNIT NO. 12
Office of the Superintendent of Schools
Londonderry, New Hampshire 03053

5 The meeting of the Londonderry School Board was held on Tuesday, April 2, 2024, at 7:00 PM at Londonderry High School, 295 Mammoth Road, Londonderry, NH in the Cafe. The meeting was also broadcast on local Cable Access Ch. 8 as well as the [District's YouTube Channel](#). In attendance were School board members: Mrs. Butcher, Mr. Gray, Mrs. Loughlin, Mr. Porter and Mr. Slater. Also in attendance were Superintendent, Mr. Black, Business Administrator, Mrs. McKenney and School Board Secretary, Lisa Muse.

- 10
1. **Call To Order:** The meeting was called to order at 7:00PM by Mr. Slater.
 2. **Pledge of Allegiance:** The Pledge of Allegiance was led by Mr. Slater.
 3. **Consent Agenda - Mrs. Loughlin made a motion to accept the Consent Agenda. Mrs. Butcher seconded the motion. The motion passed by a vote of 5-0.**

15 3.1 **Resignation(s)**

Kaylene Chausse	Support Staff	Moose Hill
Nate Gaw	Support Staff	High School
Sheri Leblond	Support Staff	Matthew Thornton
Kerri McCutcheon	Teacher	Moose Hill
Sophia Pesaturo	Support Staff	South School
Leah Poulin	Teacher	Matthew Thornton
Laura Roy	Custodian	High School

20 3.2 **Minutes**
March 19, 2024

25 3.3 **Meetings**

April 16, 2024	Regular Meeting	LHS/Library	7:00 PM
May 7, 2024	Regular Meeting	LHS	7:00 PM
May 21, 2024	Regular Meeting	LHS	7:00 PM

30 4. **Announcements and Presentations**

35 4.1 NH Journalism Award - Kelly Egan: Rick Barnes gives the background for Kelly. Her work was chosen as the premier selection for the State of NH. Final competition will take place in April.

40 4.2 Boys Varsity Ice Hockey State Championship & NH State Representatives: The State Representatives present a proclamation to the hockey team and the coach spoke about the amazing season and the athletes.

45 4.3 Public Consulting Group Presentation and Report: They provide a detailed presentation which included introductions and project overview. It also included findings, recommendation, action plan development and timelines, and the action plan updated for Londonderry. They discussed the special education effectiveness domains including human capital, high expectations, systems and structures, family and community engagement, learning environment and specialized services and leadership. They went over the strengths and opportunities for improvement at all levels. They provided a recommendation roadmap to help with improvements. The next steps from strategy to

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execution were outlined as well as the action plan development timeline. Mr. Black and Mrs. Carpinone provided their feedback on the process and how things would move forward.

4.4 Washington DC Update: William Van Bennekum – 222 students and 30 chaperones. Orchard Christian Fellowship Church will supply breakfast at 5:00AM the morning of departure. Mr. Van Bennekum went over their detailed itinerary. The trip is from April 16th – 19th. Security and medical care is detailed.

5. Public Comment

Mr. Slater opens public comment.

Will Erdtmann, Abington Drive: He spoke about April 8th eclipse. He proposed to either have all students get an excused absence or for the district to use a remaining snow day to allow all students and staff to watch this event.

Ken Samoisette, Faucher Road: He inquired about the Criminal Background checks and volunteers. He feels this is an invasion of privacy. He questioned the rescinding of a couple policies.

Mr. Slater closes public comment.

Mr. Porter asks Mr. Black to explain about how the eclipse situation is being handled.

6. Committee Reports

6.2 Student Representative: Dylan Anderson –He mentioned they had to cancel the Spring Semi Dance due to weather. Students will be allowed to get a refund. Reminded us about the walk-a- thon and trying to get more clubs and community involvement. Spirit week right before April break. Super Fan shirt sales are online.

6.1 School Board Liaisons:

Mr. Gray mentioned SS Hawk Shop will be taking place along with the Small and Tall dance. North School Dodgeball night will be on the 12th. The Boosterthon will be kicked off as well. The Townwide Reflections day will be at the Middle School on 4/13. Mr. Porter discussed the MT bookfair that took place and raised over \$15,000 in book sales which was a new record. Mrs. Butcher said the MH PTA meeting will be on the 4th at 6:00PM. Staff appreciation week is 5/6 – 10th and the touch a truck event will be coming up in May.

7. Deliberations

7.1 2nd Reading to Amend Policy ABA - Volunteer Involvement: This was tabled until the 4/16/2024 meeting to discuss the KCB policy.

7.2 2nd Reading to Adopt Policy ACN - Nursing Mothers Accommodations: ***Mrs. Loughlin made a motion to waive the 2nd reading to Adopt Policy CAN – Nursing Mothers Accommodations. Mr. Porter seconded the motion. The motion passed by a vote of 5-0.***

7.3 2nd Reading to Amend Policy AD - Educational Philosophy: ***Mrs. Loughlin made a motion to waive the 2nd reading to Amend Policy AD – Educational Philosophy. Mr. Gray seconded the motion. The motion passed by a vote of 5-0.***

7.4 2nd Reading to Adopt Policy ADB - Drug-Free Workplace & Drug-Free Schools: ***Mrs. Loughlin made a motion to approve the 2nd reading to Adopt Policy ADB – Drug Free***

Workplace & Drug-Free Schools. Mrs. Butcher seconded the motion. The motion passed by a vote of 5-0.

5 7.5 2nd Reading to Rescind Policy GBK - Employee Use or Abuse of Drugs and Alcohol: **Mrs. Loughlin made a motion to approve the 2nd reading to Rescind Policy GBK – Employee Use or Abuse of Drugs and Alcohol. Mr. Porter seconded the motion. The motion passed by a vote of 5-0**

10 7.6 2nd Reading to Rescind Policy GBKA - Drug-Free Workplace: **Mrs. Loughlin made a motion to approve the 2nd reading to Rescind Policy GBKA – Drug-Free Workplace. Mr. Gray seconded the motion. The motion passed by a vote of 5-0.**

15 7.7 2nd Reading to Adopt Policy ADC - Tobacco Products Ban Use & Possession In & On School Facilities: **Mrs. Loughlin made a motion to approve the 2nd reading to Adopt Policy ADC – Tobacco Products Ban Use & Possession In & On School Facilities. Mrs. Butcher seconded the motion. The motion passed by a vote of 5-0.**

20 7.8 2nd Reading to Rescind Policy GBKB - Tobacco Products Ban: **Mrs. Loughlin made a motion to approve the 2nd reading to Rescind Policy GBKB – Tobacco Products Ban. Mr. Porter seconded the motion. The motion passed by a vote of 5-0.**

25 7.9 2nd Reading to Amend Policy AE - School District Goals and Objectives: Tabled until 4/16/2024 meeting.

30 7.10 2nd Reading to Rescind Policy AG - Accomplishment Reporting to the Public (Policy ILBA and BCF were included for reference only): **Mrs. Loughlin made a motion to approve the 2nd reading to Rescind Policy AG – Accomplishment Reporting to the Public. Mr. Porter seconded the motion. The motion passed by a vote of 5-0.**

35 7.11 2nd Reading to Adopt Policy DAF - Administration of Federal Grants: **Mrs. Loughlin made a motion to approve the 2nd reading to Adopt Policy DAF – Administration of Federal Grants. Mr. Gray seconded the motion. The motion passed by a vote of 5-0.**

40 7.12 2nd Reading to Rescind Policy DBG - Budget Hearings: **Mrs. Loughlin made a motion to approve the 2nd reading to Rescind Policy DBG – Budget Hearings. Mrs. Butcher seconded the motion. The motion passed by a vote of 5-0.**

45 7.13 2nd Reading to Rescind Policy DBH - Budget Adoption Procedures: **Mrs. Loughlin made a motion to approve the 2nd reading to Rescind Policy DBH – Budget Adoption Procedures. Mr. Porter seconded the motion. The motion passed by a vote of 5-0.**

7.14 2nd Reading to Amend Policy DBC - Budget Preparation: **Mrs. Loughlin made a motion to waive the 2nd reading to Amend Policy DBC – Budget Preparation. Mr. Gray seconded the motion. The motion passed by a vote of 5-0.**

7.15 2nd Reading to Rescind Policy DBE - Determination of Budget Priorities: **Mrs. Loughlin made a motion to approve the 2nd reading to Rescind Policy DBE – Determination of Budget Priorities. Mrs. Butcher seconded the motion. The motion passed by a vote of 5-0.**

7.16 2nd Reading to Rescind Policy DBF - Development of Budget Recommendations: ***Mrs. Loughlin made a motion to approve the 2nd reading to Rescind Policy DBF – Development of Budget Recommendations. Mr. Porter seconded the motion. The motion passed by a vote of 5-0.***

7.17 2nd Reading to Adopt Policy DBI - Budget Implementation: ***Mrs. Loughlin made a motion to approve the 2nd Reading to Adopt Policy DBI – Budget Implementation. Mr. Gray seconded the motion. The motion passed by a vote of 5-0.***

7.18 Moose Hill and March 12, 2024 Vote Discussion: The process went through really well. We have the time to digest and think through the problems we still have and potentially come up with solution. The Board needs to decide how they want to move forward. Feedback and education with laws surrounding special education need to be discussed further so the community has a better understanding. More community input and feedback is needed. The committee should look at other innovative ideas and ways to get some costs down. They will look at having community meetings at Moose Hill in the next month or so and see if the committee is still interested in being involved or get some additional members. By May, there will be a better indication for enrollment.

7.19 School Board Liaisons: ***Mrs. Loughlin made a motion to approve the School Board Liaisons for the 24/25 school year. Mrs. Butcher seconded the motion. The motion passed by a vote of 5-0.***

8. Superintendent’s Report

8.1 General Assurances for Federal Programs - Dan Black: It does not have to be approved tonight. This states that we are following all the laws. Will vote on this on 4/16.

8.2 Technical Advisory on Food Services at Moose Hill: We have to give families an option to access breakfast, lunch or a snack at Moose Hill including preschool. We are going to think through this and see how that will work. We might consider a waiver, but will reach out to the families with more information. The school does not have a cafeteria. We will come up with a plan if we need to.

9. Non-Public Session

Mrs. Loughlin made a motion to move into non-public session requested under RSA 91-A:3, Section II (b) and (c). Mr. Porter seconded the motion. The motion passed by roll call vote.
Non-Public Session requested under RSA 91-A:3, Section II (b) and (c)

9.1 Personnel Issue(s)

9.2 Nomination(s)

10. Adjournment

The meeting was adjourned at 9:27 PM.

Respectfully submitted,

Lisa Muse
School Board Secretary

Londonderry School Board
Non-Public Minutes
April 2, 2024

PRESENT: Board Members: Amanda Butcher, Kevin Gray, Sara Loughlin, Bob Slater, Tim Porter
Superintendent of Schools: Dan Black
Assistant Superintendent of Schools: Jason Parent
5 Business Administrator: Lisa McKenney
Human Resource Director: Cindy McMahon
South School Principal: Deb Setterlund
High School Principal: Rick Barnes

10 Mrs. Loughlin moved, seconded by Mr. Porter, and passed unanimously (5-0) to enter non-public session under RSA 91-A:3, Section II (b) and (c) at 9:27 PM

Mrs. Butcher moved, seconded by Mrs. Loughlin, and passed unanimously (5-0) to accept the Administrative nomination

15

Deb Setterlund exited the meeting at 9:35 PM

Discussion of Administrative Structure at LHS

20 Rick Barnes exited the meeting at 10:04 PM

Mrs. Butcher moved, seconded by Mrs. Loughlin, and passed unanimously (5-0) to accept the Teacher nominations

25 Mrs. Butcher moved, seconded by Mrs. Loughlin, and passed unanimously (5-0) to accept the Leave of Absence request

Discussion of Sabbatical Leave

30 Discussion of B & G Director hiring process

Discussion of Personnel issues

35 Mrs Porter moved, seconded by Mr. Gray, and passed unanimously (5-0) to exit non-public session at 10:25 PM

Mrs. Butcher moved, seconded by Mrs. Loughlin, and passed unanimously (5-0) to adjourn public session at 10:26 PM

40 Respectfully submitted,

45 Daniel Black
Superintendent of Schools



**Londonderry School District
Jason Parent,
Assistant Superintendent of Schools**

Memo

To: Londonderry School Board and Dan Black

From: Jason Parent

Date: April 16, 2024

Re: Student Data Updates – Winter 2024 Results K to 12

Good afternoon colleagues,

The K - 12 Curriculum Coordinators and I would like to present to the school board our Winter 2024 data results. We presented the fall data to the school community in November and December of this school year, and are now prepared to present kindergarten through grade 12 focus areas and scores in math and literacy from this winter, in addition to our report cards and standards. We'll also share resources and opportunities our students and staff are accessing to help improve performance in the future, along with next steps at these grade levels for the 2024 - 2025 school year.

Attached, please find slides from our presentation.

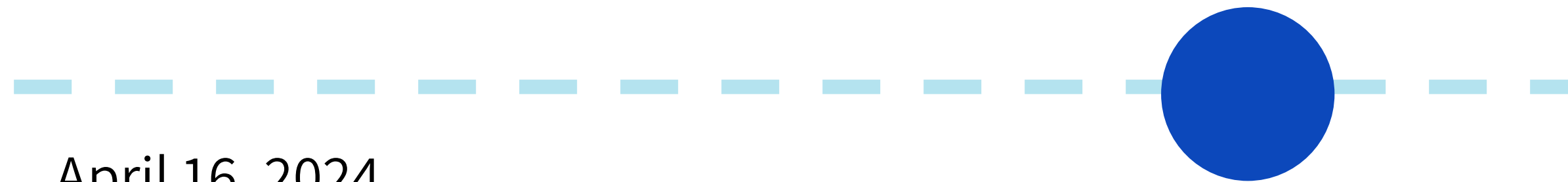
Sincerely,

Jason Parent
Nichole Treadway
Meaghan Nason
Dr. Kim Lindley-Soucy
Shawn Flynn

Londonderry School District

Kindergarten - Grade 12

Winter Data Presentation



April 16, 2024

PORTRAIT of a Graduate

"Our graduates work well with others, think, and focus on themselves and their communities."

Communication & Collaboration

Our graduates work well with others through communication and collaboration.

Self Direction

Our graduates focus on themselves (with self direction) and their communities (as global citizens)



Critical Thinking, Creativity & Problem Solving

Our graduates think critically, with creativity, and as problem solvers.

Engaged Citizen

Our graduates focus on themselves (with self direction) and their communities (as global citizens)

1 Communication & Collaboration

Our graduates have **clear expression** and can **work towards a shared goal**.



2 Critical Thinking, Creativity, & Problem Solving

Our graduates use **critical thinking habits** and with those habits are able to **solve problems** and **be original** when necessary.



3 Self Direction

A **growth mindset** that means our graduates are **self reflective** while finding **perseverance ownership** and **practice** in their learning.



4 Engaged Citizen

Our graduates **participate** and **contribute** to their local, national, global, and digital communities.



Portrait of a Learner	T1	T2	T3
Self-Direction			
Accepts responsibility for own actions			
Demonstrates perseverance when faced with challenges			
Demonstrates self-control			
Engages during instruction			
Follows directions			
Makes transitions and follows expected routines			
Self-advocates & seeks help appropriately			
Uses time effectively to complete classwork			
Works independently			
Engaged Citizen			
Engages in positive social interactions with adults			
Engages in positive social interactions and play with peers			
Respects the school community			
Works cooperatively			

K-5 Report Card

- Standards Based Report Card
- 4 point scale
 - 1- Marginal Progress
 - 2- Partial Understanding
 - 3- Consistent and Independent Mastery
 - ***This is where we want our students to be***
 - 4- Deeper Understanding
- Year long benchmarks for many of the standards
 - Students are expected to be at a 1 or 2 for beginning of the year report cards with year long benchmarks
- Grade level Rubrics are used in both math and ELA

Grade Level	ELA	MATH	Other
K	<ul style="list-style-type: none"> Phonological Awareness Phonics & Word Recognition Language & Print Comprehension 	<ul style="list-style-type: none"> Counting & Cardinality Operations Geometry 	<ul style="list-style-type: none"> Daily Skills
1st	<ul style="list-style-type: none"> Foundational Skills Reading, Literature & Informational Texts Language Writing 	<ul style="list-style-type: none"> Operations & Algebraic Thinking Numbers & Operations Measurement & Data Geometry 	<ul style="list-style-type: none"> Social Studies, Science & Health
2nd	<ul style="list-style-type: none"> Foundational Skills Reading, Literature & Informational Texts Writing Handwriting 	<ul style="list-style-type: none"> Operations & Algebraic Thinking Numbers & Operations Measurement & Data Geometry 	<ul style="list-style-type: none"> Social Studies, Science & Health
3rd	<ul style="list-style-type: none"> Foundational Skills Reading, Literature & Informational Texts Writing 	<ul style="list-style-type: none"> Operations & Algebraic Thinking Numbers & Operations Measurement & Data Geometry 	<ul style="list-style-type: none"> Social Studies, Science & Health
4th	<ul style="list-style-type: none"> Reading, Literature & Informational Texts Writing 	<ul style="list-style-type: none"> Operations & Algebraic Thinking Numbers & Operations- In Base 10 Numbers & Operations- Fractions Measurement & Data Geometry 	<ul style="list-style-type: none"> Social Studies (Civics & Government, Geography, Regions of the US, Study of NH) Science (Core Content & Practice Standards)
5th	<ul style="list-style-type: none"> Reading, Literature & Informational Texts Writing 	<ul style="list-style-type: none"> Operations & Algebraic Thinking Numbers & Operations- In Base 10 Numbers & Operations- Fractions Measurement & Data Geometry 	<ul style="list-style-type: none"> Social Studies (Civics & Government, Geography, Economics, History) Science (Core Content & Practice Standards)



Matthew Thornton Elementary School
275 Mammoth Road
Londonderry, NH 03053
(603) 432-6937



2023-2024 TERM 2 REPORT CARD

Our Standards-Based Report Card is designed to provide a clear understanding of your child's progress. In this system, a "3" represents the level we aim for our students to achieve, which signifies that students are meeting the standard or expectation. The benchmarks on the report card reflect the expectations for the entire academic year. Some benchmarks will have "N/A" listed, meaning they have not yet been formally assessed.

PORTRAIT OF A LEARNER

3	Meets Expectations
2	Progressing
1	Needs Improvement

PORTRAIT OF A LEARNER

	T1	T2	T3
Portrait of a Learner 1			
REPORT CARD STANDARDS - CORE - 1 PORTRAIT OF A LEARNER- SELF DIRECTION			
Accepts responsibility for own actions	3	3	
Demonstrates perseverance when faced with challenges	3	3	
Demonstrates self-control	3	3	
Engages during instruction	3	3	
Follows directions	3	3	
Makes transitions and follows expected routines	3	3	
Self-advocates & seeks help appropriately	3	3	
Uses time effectively to complete classwork	3	3	
Works independently	3	3	
REPORT CARD STANDARDS - CORE - 2 PORTRAIT OF A LEARNER- ENGAGED CITIZEN			
Engages in positive social interactions and play with peers	3	3	
Engages in positive social interactions with adults	3	3	
Respects the school community	3	3	
Works cooperatively	3	3	

RELATED ARTS KEY

4	Exceeds
3	Meets
2	Emerging
1	Improvement Needed

RELATED ARTS

	T1	T2	T3
Art 1 Kelly Cowan			
Expected classroom behavior	3	4	
Understands and applies basic concepts	3	3	
Demonstrates expected work habits	3	3	
Explores techniques and media	3	3	
Music 1 Jason Coburn			
Participates in musical activities	3	3	
Expected classroom behavior	3	3	
Demonstrates an understanding of musical concepts	3	3	

RELATED ARTS

	T1	T2	T3
Physical Education 1 Daniel Wrubleski			
Arrives to class prepared for safe physical activity	3	3	
Expected classroom behavior	3	3	
Demonstrates basic locomotor movements and appropriate manipulative skills	3	3	
STEM 1 Martha Miller			
Applies problem solving skills	3	4	
Expected classroom behavior	3	4	
Works cooperatively with others	3	4	



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2023-2024 TERM 2 REPORT CARD

CORE ACADEMICS KEY

4	Demonstrates a deeper understanding and application of the standard
3	Demonstrates consistent and independent mastery of the standard
2	Demonstrates partial understanding and progressing towards mastery of the standard
1	Demonstrates marginal progress in the fundamental concept of the standard
NA	Not Assessed Yet

ELA

	T1	T2	T3
ELA			
REPORT CARD STANDARDS - CORE - 1 ELA - FOUNDATIONAL SKILLS			
Reads irregularly spelled high frequency words (trick words)	3	4	
Decodes regularly spelled words	3	3	
Reads fluently (accuracy, rate and expression)	NA	3	
Applies phonics skills in spelling	4	4	
REPORT CARD STANDARDS - CORE - 2 ELA - READING, LITERATURE & INFORMATIONAL TEXT			
Asks and answers questions about key details in a text	3	3	
Retells stories including key details and demonstrates understanding of central message	3	3	
Uses context clues	NA	NA	
Compares and contrasts key details in a text	NA	NA	
Uses illustrations and details in a story to describe its characters, setting or events	3	3	
Identifies the main topic & retells key details of informational text	NA	3	
Reads grade level material	NA	3	
REPORT CARD STANDARDS - CORE - 3 ELA - LANGUAGE			
Understands and uses English grammar effectively	3	3	
REPORT CARD STANDARDS - CORE - 4 ELA - WRITING			
Responds to questions about a text	3	3	
Writes about a topic	3	3	
Responds to a given prompt	4	4	
Handwriting	3	3	
Applies learned spelling patterns in daily writing	3	3	
Applies conventions: capitalization/punctuation	3	3	
REPORT CARD STANDARDS - CORE - SOCIAL STUDIES, SCIENCE & HEALTH			
Participates in activities and discussions	3	3	

MATH

	T1	T2	T3
Mathematics			
REPORT CARD STANDARDS - CORE - 1 MATH - OPERATIONS & ALGEBRAIC THINKING			
Uses strategies to solve addition and subtraction word problems (T1=10, T2=20, T3=up to 100)	3	3	
Determines the unknown number in an addition or subtraction equation (T1=10, T2=20, T3=up to 100)	3	3	
Adds equations (T1=10, T2=20, T3=up to 100)	3	3	
Subtracts equations (T2=20, T3=up to 100)	NA	3	
Adds and subtracts ten from any two digit number within 100	NA	NA	
REPORT CARD STANDARDS - CORE - 2 MATH - NUMBERS & OPERATIONS IN BASE 10			
Extends the counting sequence to 120 (T1=30, T2=75, T3=120)	4	4	
Reads numbers to 120 (T1=30, T2=75, T3=120)	4	4	
Writes numbers to 120 (T1=30, T2=75, T3=120)	4	4	
Compares two numbers (T1=10, T2=20, T3=up to 100)	3	4	
Understands place value (T2=10's, T3=up to 100's)	NA	4	
REPORT CARD STANDARDS - CORE - 3 MATH - MEASUREMENT & DATA			
Orders, compares and measures 3 objects by length using standard and non-standard units	NA	NA	
Organizes, represents and interprets data in graphs	NA	NA	
REPORT CARD STANDARDS - CORE - 4 MATH - GEOMETRY			
Compares the attributes of 2-dimensional and 3-dimensional shapes	NA	3	

6-8 Report Card

Grading at LMS

Traditional Letter grade based on:

Summative Assessments= 80%
Formative Assessment = 20%

Report Card Comments: Londonderry School District

Portrait of a Graduate

- **Communication & Collaboration**
- **Problem Solving, Critical and Creative Thinking**
- **Self-Direction**
- **Engaged Citizen**

6-8 Report Card

LONDONDERRY MIDDLE SCHOOL

TRIMESTER REPORT

SCHOOL YEAR 2023-2024

STUDENT
[REDACTED]
PARENT / GUARDIAN
[REDACTED]

STUDENT ID	GRADE	HOMEROOM	TEAM NAME	COUNSELOR
[REDACTED]	07	[REDACTED]	[REDACTED]	[REDACTED]

SCHOOL WIDE MESSAGE
 Congratulations on completing trimester II. As you complete the final trimester of the school year, continue to work hard and persevere.
 William Van Bennekum, Principal

COURSE	TERM 1		TERM 2		TERM 3		FINAL	COMMENTS
	Grade	SD	Grade	SD	Grade	SD	Grade	
M0802 Computer Applications I [REDACTED]			C+				C+	Willing to help other students Works well independently
M0301 English 7 [REDACTED]	A-		B+					Uses provided resources wisely Works well in class
M0401 Geography 7 [REDACTED]	A-		A-					Well prepared for summative assessments Practice assignments completed consistently
M1801 Health 7 [REDACTED]	A-	3						
M0506 Mathematics 7 [REDACTED]	A		A-					Works well in class Practice assignments completed consistently
M0701 Science 7 [REDACTED]	B		B+					Participates in discussions (Speaking and Listening) A positive influence in class

9-12 Grade Report Breakdown

LONDONDERRY HIGH SCHOOL
295 Mammoth Road Londonderry, NH 03053

REPORT CARD

SCHOOL YEAR 2023-2024

STUDENT

PARENT / GUARDIAN

STUDENT ID _____ **YOG** _____ **GRADE** _____ **HOMEROOM** _____

SCHOOL WIDE MESSAGE

COURSE	P 1	CA 1	SEA1	S1 AVG	P 2	CA 2	SEA2	S2 AVG	CR	PROGRESS COMMENTS	SEM COMMENTS
H0902_S1-2 Business Comp App ██████████	A	A	A	A					0.50	Consistently perseveres and independently takes ownership of their learning Excellent student	Consistently perseveres and independently takes ownership of their learning Excellent student
H0510_S1 CP Algebra IIA Thomas, Jessica	B+	B	B-	B					0.50	Reflective of their own learning and applies feedback to improve Good effort	Reflective of their own learning and applies feedback to improve Good effort
H0510_S2 CP Algebra IIA ██████████					A-					Consistently perseveres and independently takes ownership of their learning Good effort	
H0702_S1 CP Biology A Borroto, Abigail	A-	B+	B-	B+					0.50	Demonstrates effective skill in communicating meaning or ideas Employs original thinking when prompted	Demonstrates effective skill in communicating meaning or ideas Applies concepts to solve problems
H0702_S2 CP Biology A ██████████					A-					Problem solving skills are emerging Good effort	
H0304_S1 CP English 10 Giguere, Kelly	C+	B	C	B					0.50	Analytical and evaluation skills are emerging Effectively collaborates with others	Collaborative skills are emerging Effectively analyzes problems and evaluates information
H0304_S2 CP English 10 ██████████					B					Effectively analyzes problems and evaluates information Effectively collaborates with others	
H0606_S1 CP Spanish IIA ██████████	C+	B	■	B					0.50	Emerging progress in communicating meaning or ideas Participates in their classroom, local, global, and/or digital community	Demonstrates effective skill in communicating meaning or ideas Shows improvement
H0606_S2 CP Spanish IIA ██████████					A-					Demonstrates effective skill in communicating meaning or ideas Reflective of their own learning and applies feedback to improve	
H0401_S1 CP US History ██████████	A-	A	A	A					0.50	Consistently perseveres and independently takes ownership of their learning Conscientious student	Consistently perseveres and independently takes ownership of their learning Conscientious student
H0401_S2 CP US History J██████████					A					Consistently perseveres and independently takes ownership of their learning Conscientious student	
H0200_S1-2 Team Sports ██████████					A					Demonstrates effective skill in communicating meaning or ideas Excellent student	

COURSE	P 1	CA 1	SEA1	S1 AVG	P 2	CA 2	SEA2	S2 AVG	CR	PROGRESS COMMENTS	SEM COMMENTS
--------	-----	------	------	--------	-----	------	------	--------	----	-------------------	--------------

	ATTENDANCE AS OF 4/10/2024		
	TERM 1	TERM 2	TOTAL
ABSENT	4	3	7
TARDY	4	1	5
DISMISSED	4	0	4

P	Progress
CA	Course Average
SEA	Semester End Assessment
S1/S2 Avg	Semester Average

SEMESTER GPA = 3.3833

SDL = Self Directed Learner

Additional K-5 Data Collection Tools

- i Ready
- Acadience/DIBELS
- NHSAS (NH Statewide Assessment System)

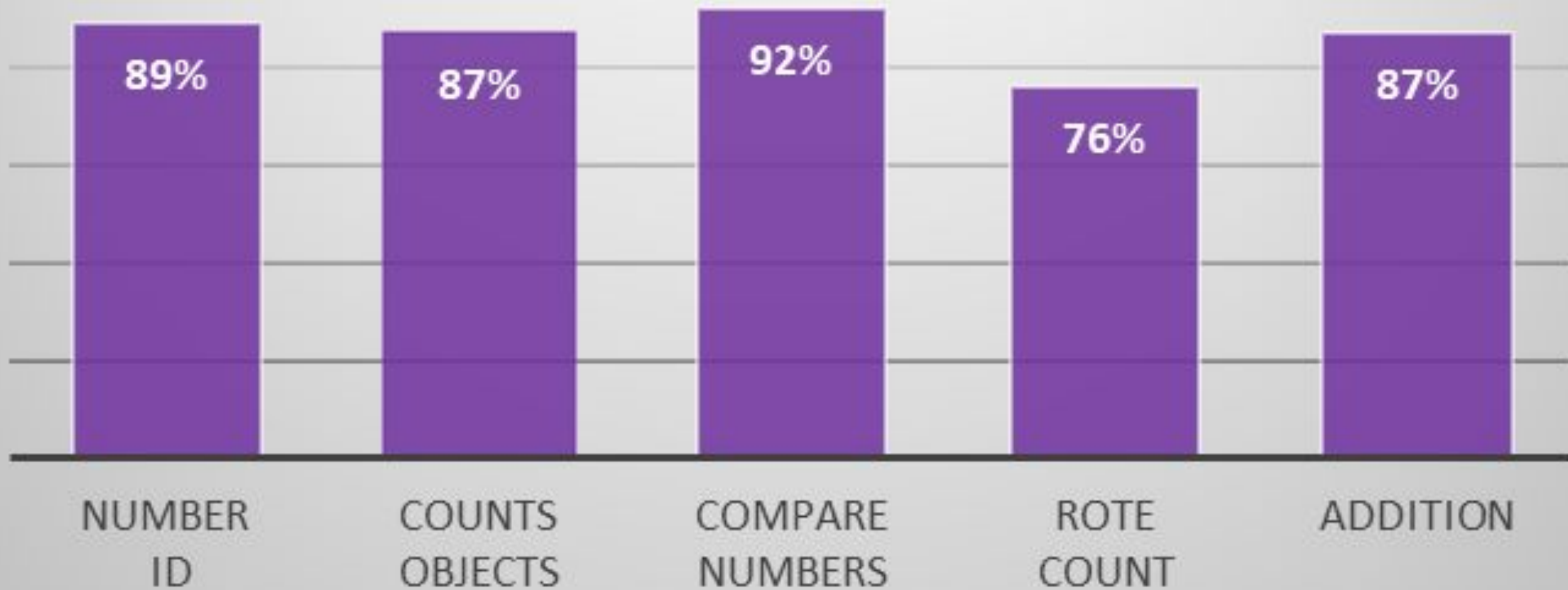
K-5 Math Data

LES Kindergarten Math Data

% of Students that Meet or Exceed Benchmark	
89%	Number Identification
92%	Comparing Numbers
87%	Counting Objects

Number identification, comparing numbers, and counting objects are fundamental mathematical skills for kindergarteners, forming the basis for more complex mathematical concepts in later grades.

2023-24 2TRI Kindergarten Math CFAs Meets/Exceeds

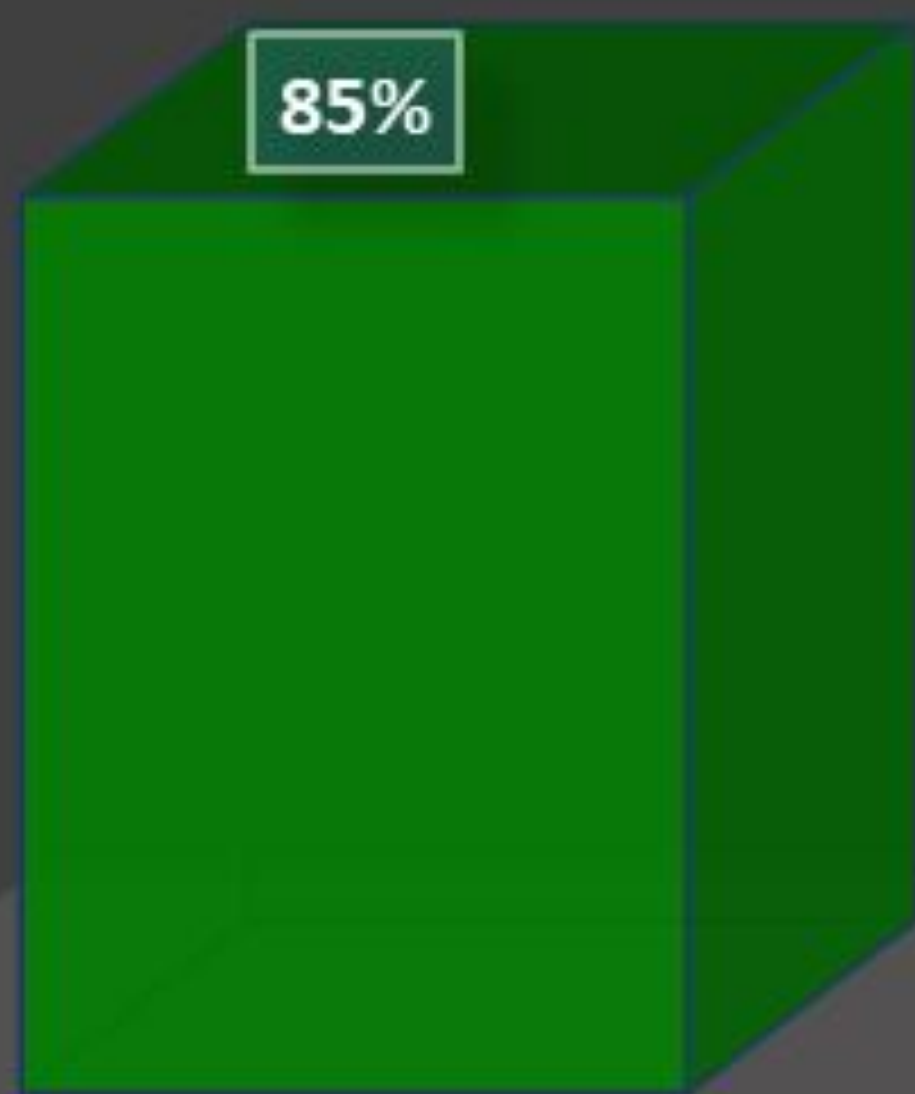


2023-24 1TRI - 2TRI Kindergarten Math CFAs Meets/Exceeds

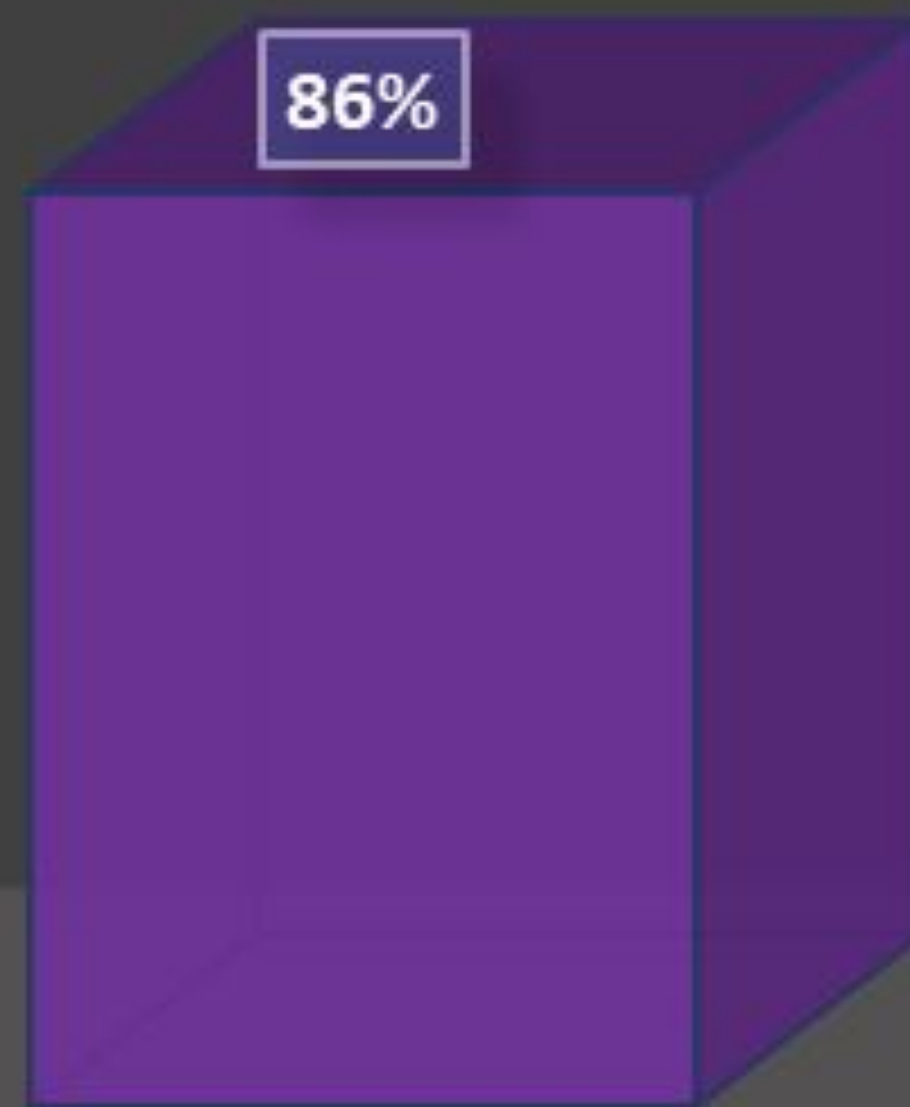


2023-24 1TRI - 2TRI

Kindergarten Math CFA Meets/Exceeds



2023-24 1TRI CFA Math M/E



2023-24 2TRI CFA Math M/E

LES i-Ready Math Data 2023/2024

MATH				
Grade	Fall 2023 On and Early On Grade Level Percentage	Winter 2024 On and Early On Grade Level Percentage	Change / Gains	Spring 2024 On and Early On Grade Level Percentage
1st grade	7%	41%	34%	
2nd grade	19%	47%	28%	
3rd grade	21%	59%	38%	
4th grade	31%	54%	23%	
5th grade	34%	59%	25%	

- Overall Placement
- All 4 Domains
 - Numbers & Operations
 - Algebra & Algebraic Thinking
 - Measurement
 - Geometry
- **Shows overall change from Fall 2023 to Winter 2024**

LES i-Ready Math Data 2023/2024

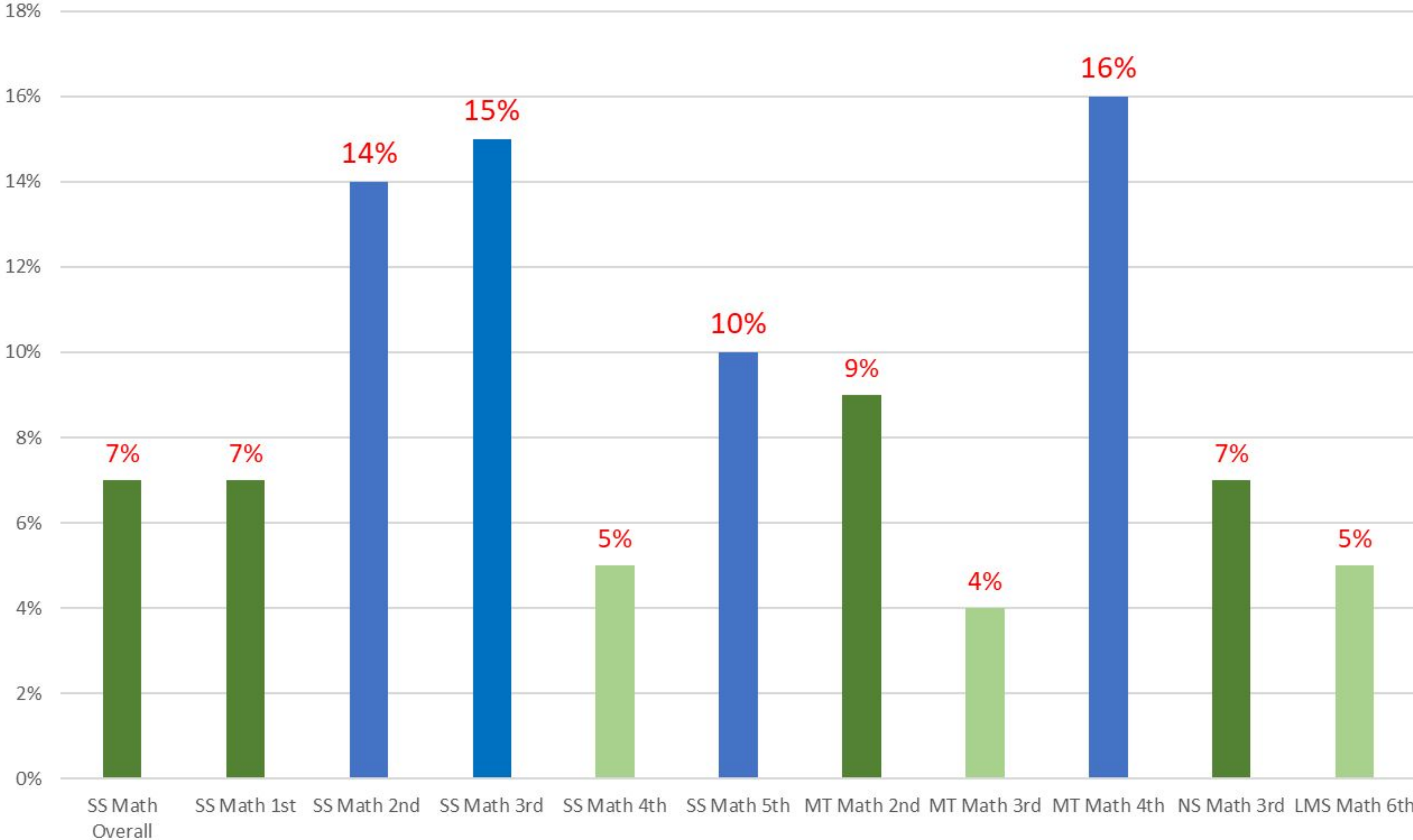
MATH			
Grade	Winter 2024 On and Early On Grade Level Percentage	% of students within 5 points in Scale Score from an "Early on Grade Level" Placement	Total Percentage of Students
1st grade	41%	13%	54%
2nd grade	47%	19%	66%
3rd grade	59%	21%	80%
4th grade	54%	20%	74%
5th grade	59%	16%	75%

i-Ready Math Data

National & State Comparison

Grade	National Winter '24 On and Early On Grade Level Percentage	NH Winter 2023 On and Early On Grade Level Percentage	LSD Winter 2024 On and Early On Grade Level Percentage
1st grade	27%	35%	41%
2nd grade	28%	31%	47%
3rd grade	31%	34%	59%
4th grade	26%	38%	54%
5th grade	37%	38%	59%

Cohort Growth From Winter 2023 to 2024 i-Ready Additional Percentage of Students on Grade Level



LES i-Ready Math Data 2023/2024

Celebrating Growth!!

MATH			
Grade	Met Typical Growth	Met Stretch Growth	Improved Placement
1st grade	76%	16%	48%
2nd grade	66%	7%	48%
3rd grade	62%	6%	60%
4th grade	61%	6%	49%
5th grade	78%	13%	52%

Typical Growth-

Average annual growth of students at each grade & placement level.

Stretch Growth-

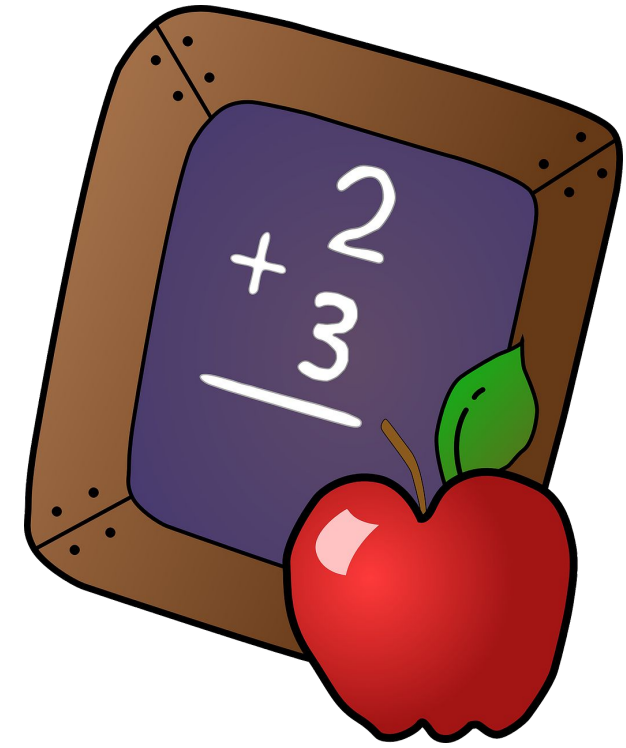
The growth recommended to put students who placed below grade level on a path toward proficiency and students who placed on grade level on a path to advanced proficiency levels.

Improved Placement-

Ex; One Grade Level Below to Early on Grade Level

LES Math Resources & Opportunities

- Continued efforts in implementing best practices with iReady
- Summer Math Academy for Summer 2024
- Continued use of 30 minutes of additional math time
- Continued work with district grade level math teams
 - Pacing adjustments with Math in Focus
 - Continued alignment & refinement of curriculum and assessments
- Exposure to problem solving, critical thinking & reasoning skills in STEM classes
- Targeted efforts to provide more exposure to measurement & geometry



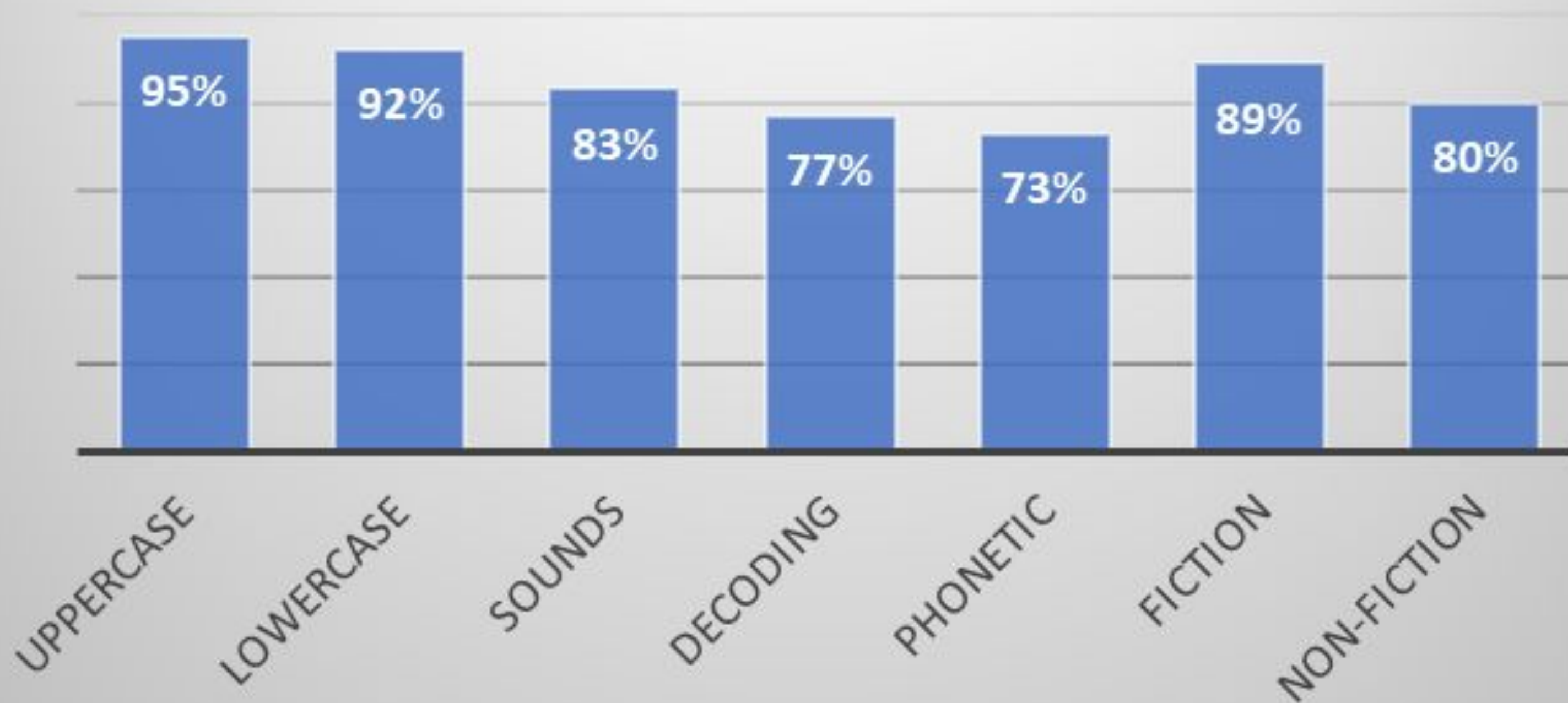
K-5 Reading Data

LES Kindergarten Reading Data

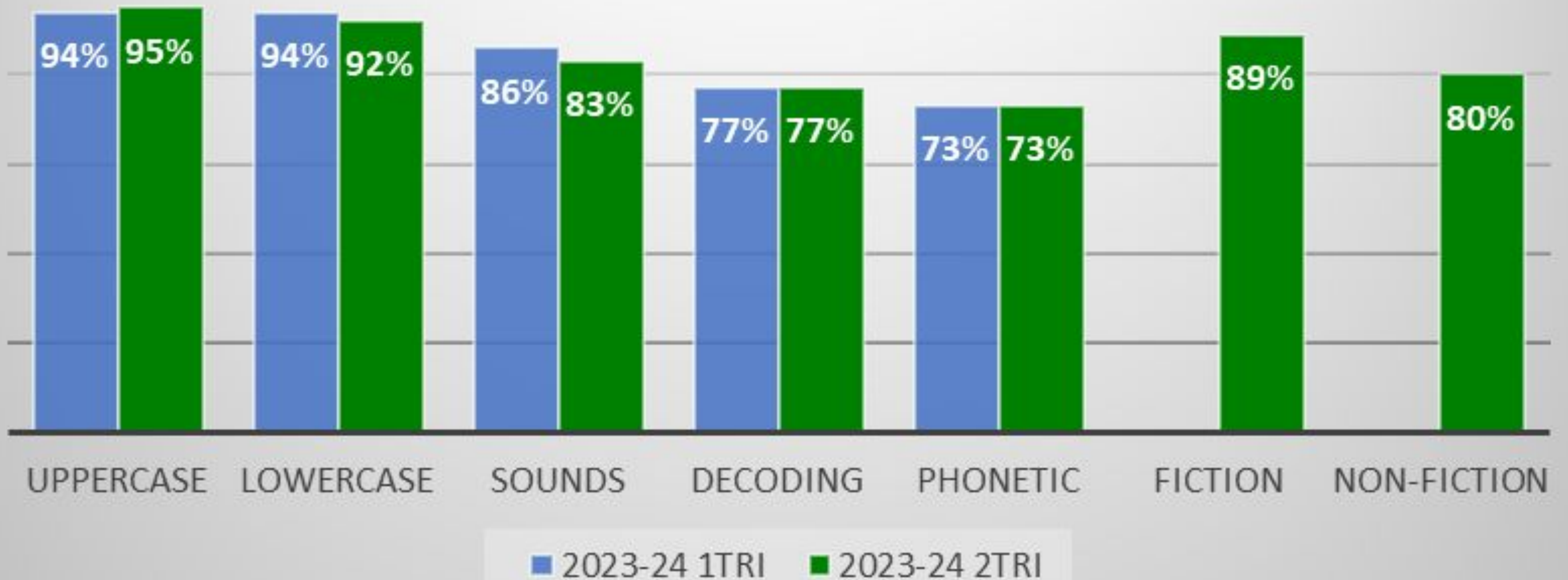
% of Students	
95%	Identify all Upper Case Letters
92%	Meet Current Expectations for Lower Case Letter Recognition
88%	Meet or Exceed the Benchmark for Phoneme Segmentation (DIBELS/Acadience) <i>**Phonemic Awareness. Breaks words into individual sounds.</i>

Mastering upper and lower case letters and phoneme segmentation in kindergarten lays a strong foundation for reading, writing, and language development. These skills provide children with the tools they need to become fluent readers, effective communicators, and successful learners.

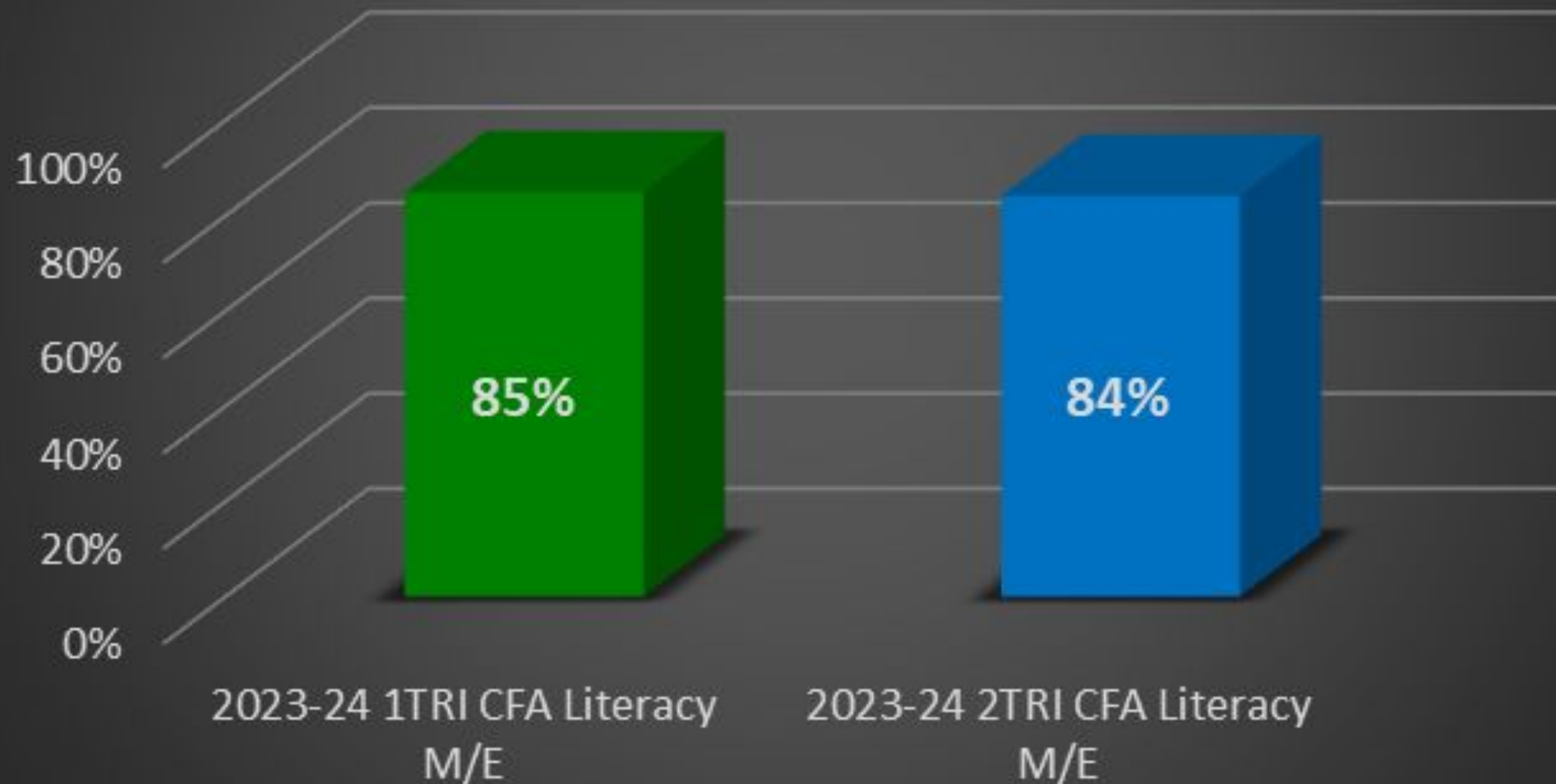
2023-24 2TRI Kindergarten Literacy CFAs Meets/Exceeds



2023-24 1TRI - 2TRI Kindergarten Literacy CFAs Meets/Exceeds



Kindergarten CFA Literacy Meets/Exceeds 2023-24 1TRI - 2TRI



LES i-Ready Reading Data 2023/2024

READING				
Grade	Fall 2023 On and Early On Grade Level Percentage	Winter 2024 On and Early On Grade Level Percentage	Change / Gains	Spring 2024 On and Early On Grade Level Percentage
1st grade	11%	52%	41%	
2nd grade	38%	70%	32%	
3rd grade	69%	81%	12%	
4th grade	50%	59%	9%	
5th grade	40%	54%	14%	

- Overall Placement
- All 6 Domains
 - Phonological Awareness
 - Phonics
 - High-Frequency Words
 - Vocabulary
 - Comprehension: Literature
 - Comprehension: Informational Text
- **Shows overall change from Fall 2023 to Winter 2024**

LES i-Ready Reading Data 2023/2024

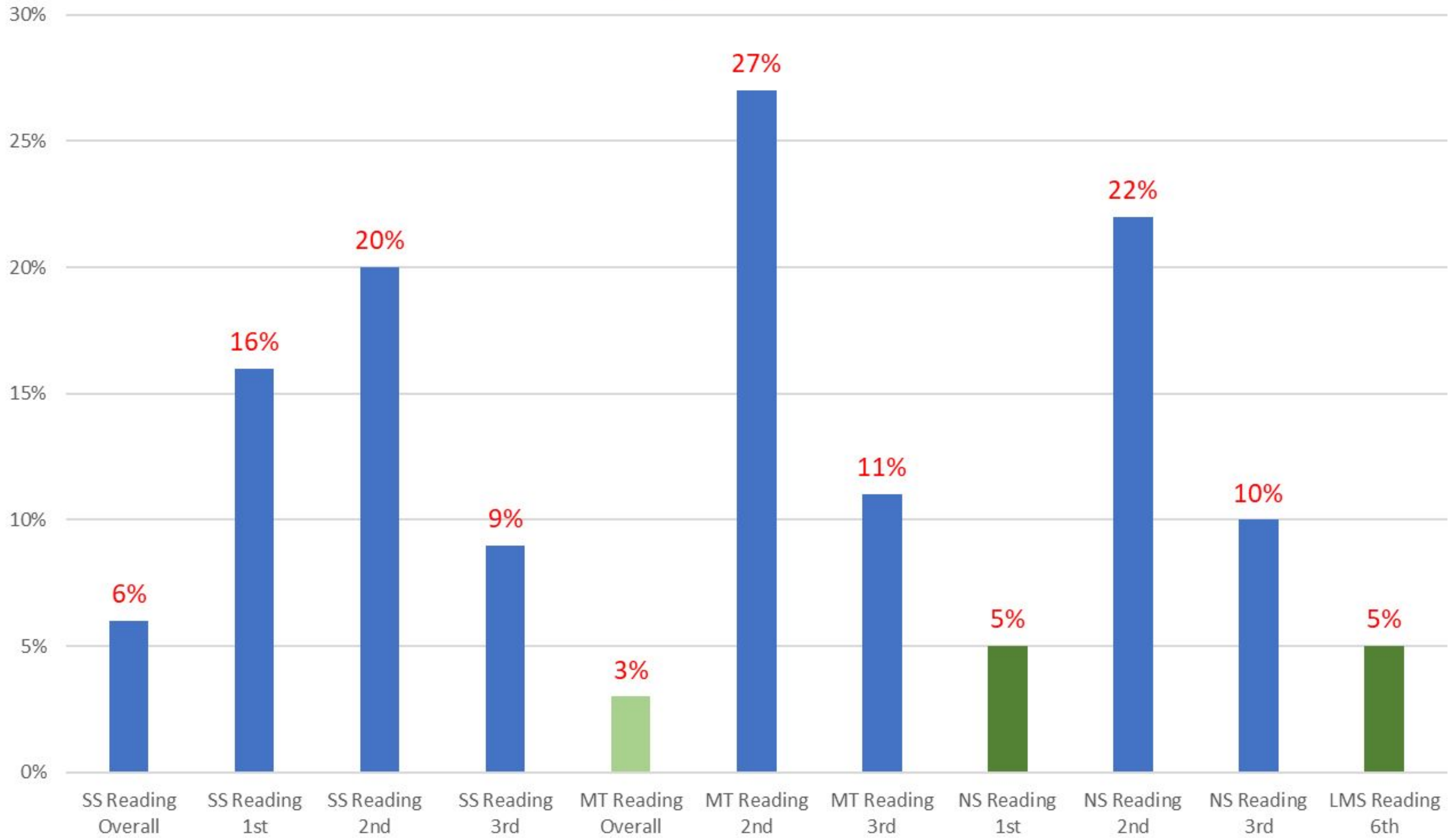
READING			
Grade	Winter 2024 On and Early On Grade Level Percentage	% of students within 5 points in Scale Score from an "Early on Grade Level" Placement	Total Percentage of Students
1st grade	52%	4%	56%
2nd grade	70%	5%	75%
3rd grade	81%	1%	82%
4th grade	59%	2%	61%
5th grade	54%	4%	58%

i-Ready Reading Data

National & State Comparison

Grade	National Winter '24 On and Early On Grade Level Percentage	NH Winter 2024 On and Early On Grade Level Percentage	LSD Winter 2024 On and Early On Grade Level Percentage
1st grade	39%	42%	53%
2nd grade	45%	50%	71%
3rd grade	53%	64%	81%
4th grade	38%	46%	60%
5th grade	38%	45%	55%

Cohort Growth From Winter 2023 to 2024 i Ready Additional Percentage of Students on Grade Level



LES i-Ready Reading Data 2023/2024

Celebrating Growth!!

READING			
Grade	Met Typical Growth	Met Stretch Growth	Improved Placement
1st grade	48%	18%	57%
2nd grade	49%	27%	67%
3rd grade	43%	18%	51%
4th grade	45%	19%	45%
5th grade	51%	20%	49%

Typical Growth-

Average annual growth of students at each grade & placement level.

Stretch Growth-

The growth recommended to put students who placed below grade level on a path toward proficiency and students who placed on grade level on a path to advanced proficiency levels.

Improved Placement-

Ex; One Grade Level Below to Early on Grade Level

LES Reading Intervention Data

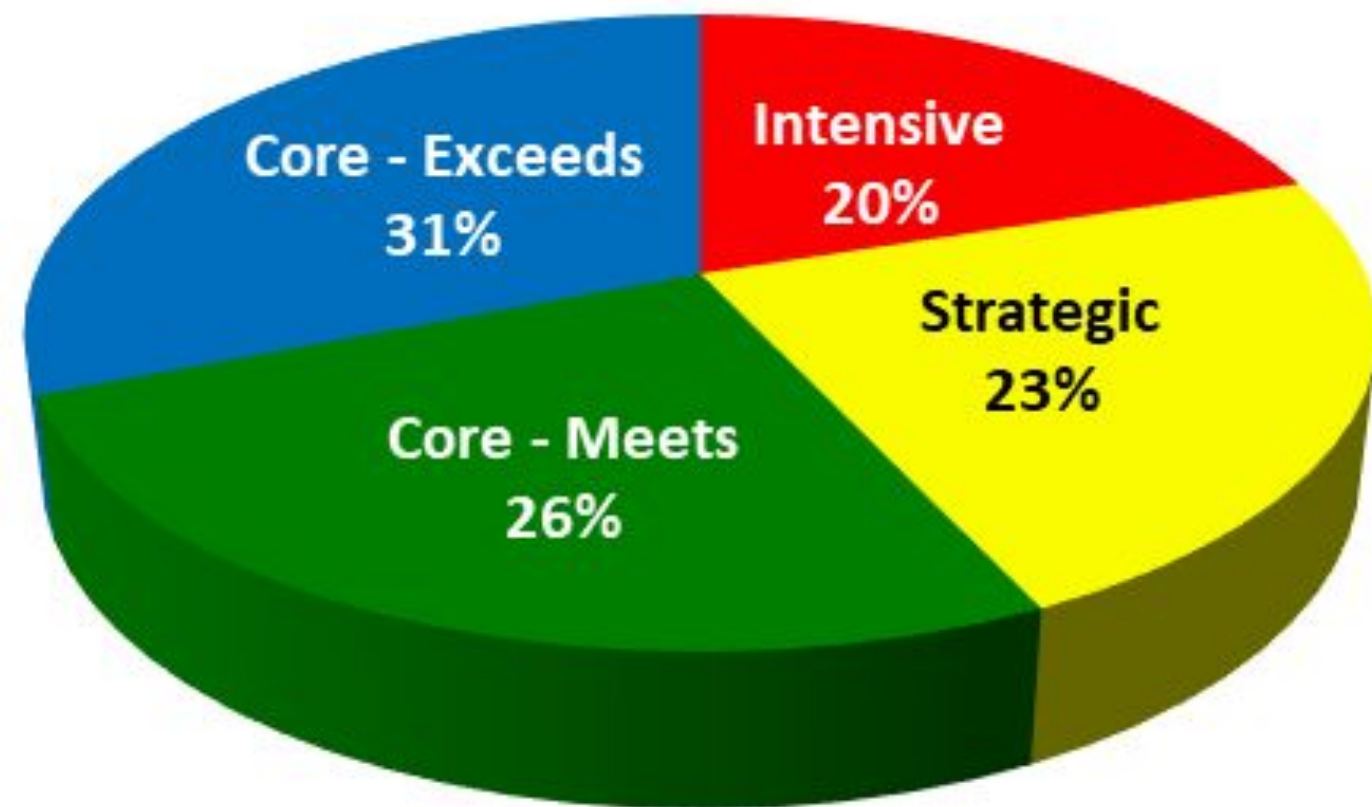
Celebrating Success!!

Matthew Thornton	Discharged 19% of students; students met grade level benchmarks with Acadience/DIBELS iReady Data- 33% of intervention students have met typical growth (EOY) 8% of intervention students have met their stretch growth (EOY) 67% of those students made at least 50% of their typical (MOY)
North School	Discharged 24% of students; students met grade level benchmarks with Acadience/DIBELS iReady Data- 75% of intervention students met typical growth (MOY) 65% of intervention students met stretch growth (MOY)
South School	Discharged 14% of students; students met grade level benchmarks with Acadience/DIBELS iReady Data- 26% of intervention students have met typical growth (EOY) 17% of intervention students have met stretch growth (EOY) 83% of intervention students have met typical growth (MOY) 66% of intervention students have met stretch growth (MOY)

Moose Hill Literacy Data

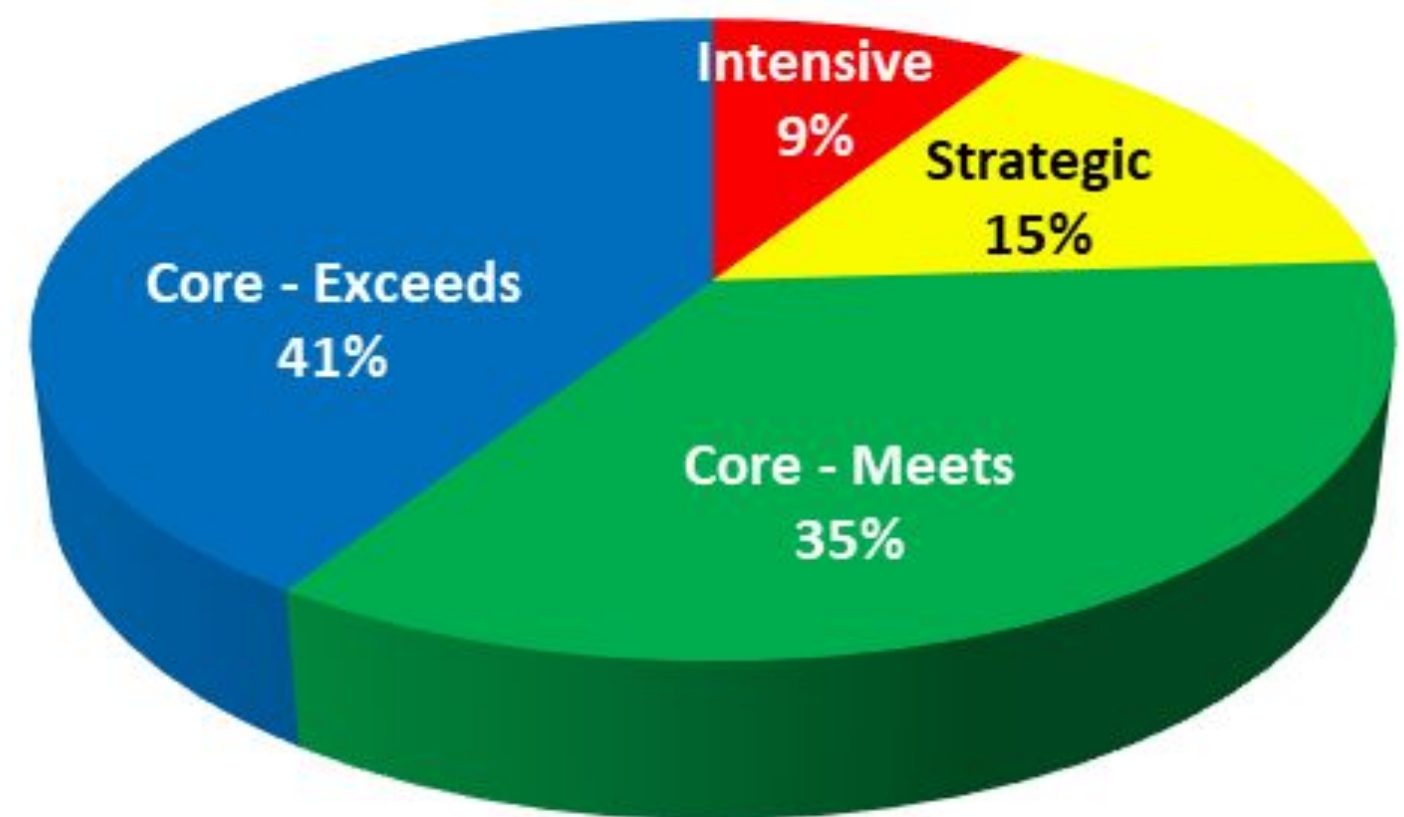
Celebrating Success!!

Kindergarten DIBELS 2022-23 Midyear



■ Intensive ■ Strategic ■ Core - Meets ■ Core - Exceeds

Kindergarten DIBELS 2023-24 Midyear

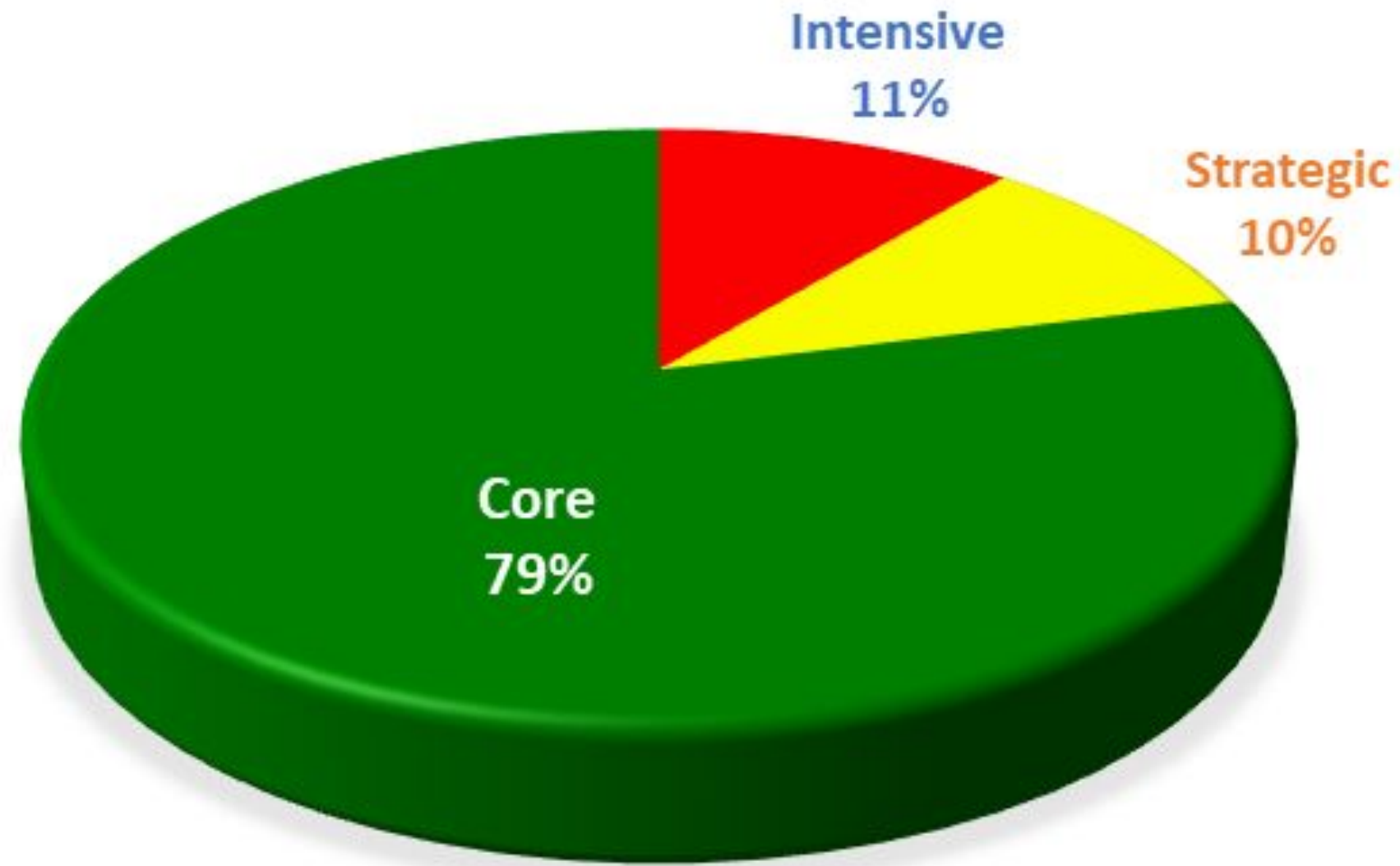


■ Intensive ■ Strategic ■ Core - Meets ■ Core - Exceeds

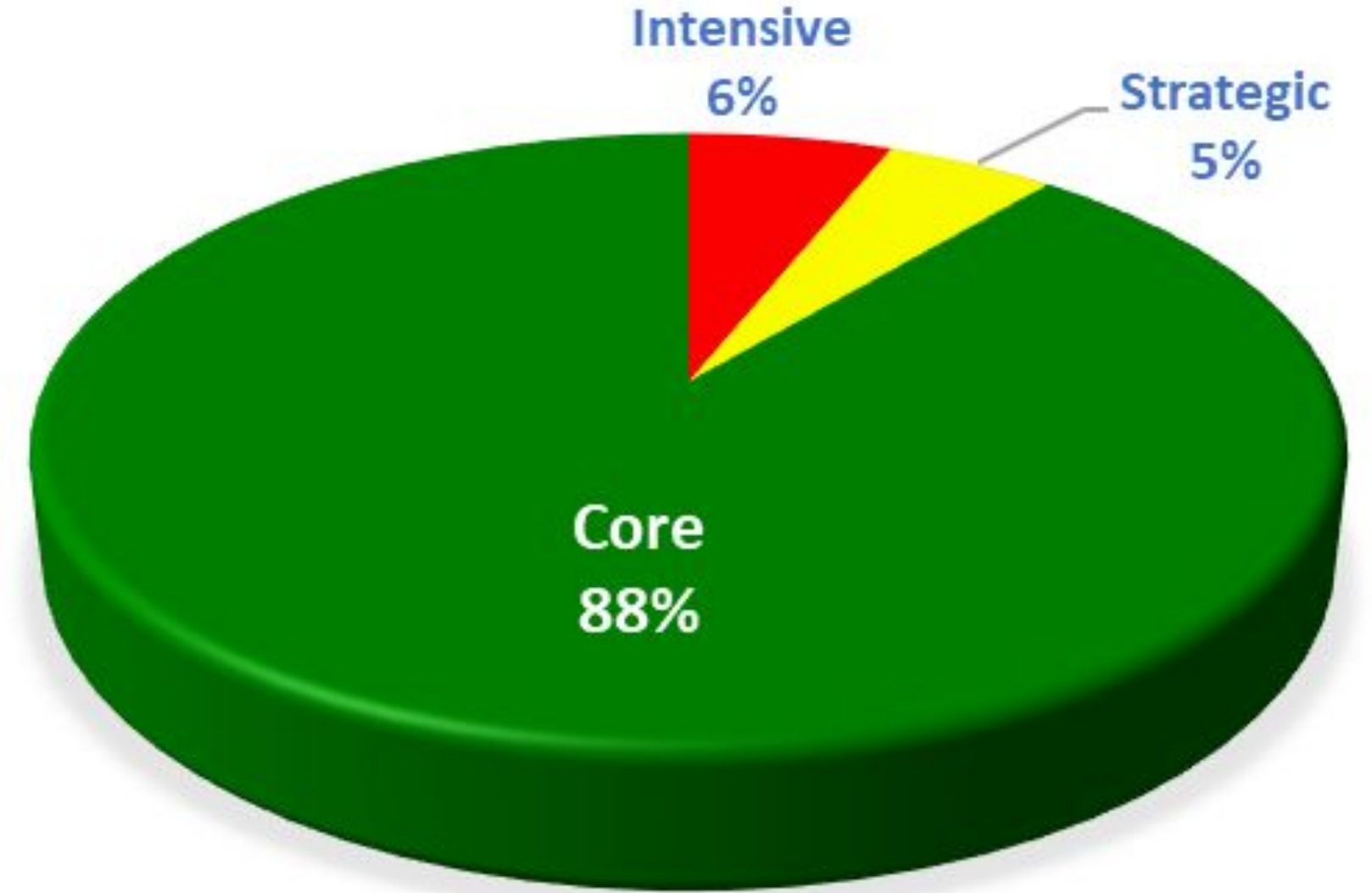
Moose Hill Literacy Data

Celebrating Success!!

**DIBELS Phoneme Segmentation
Fluency 2022-23 Midyear**



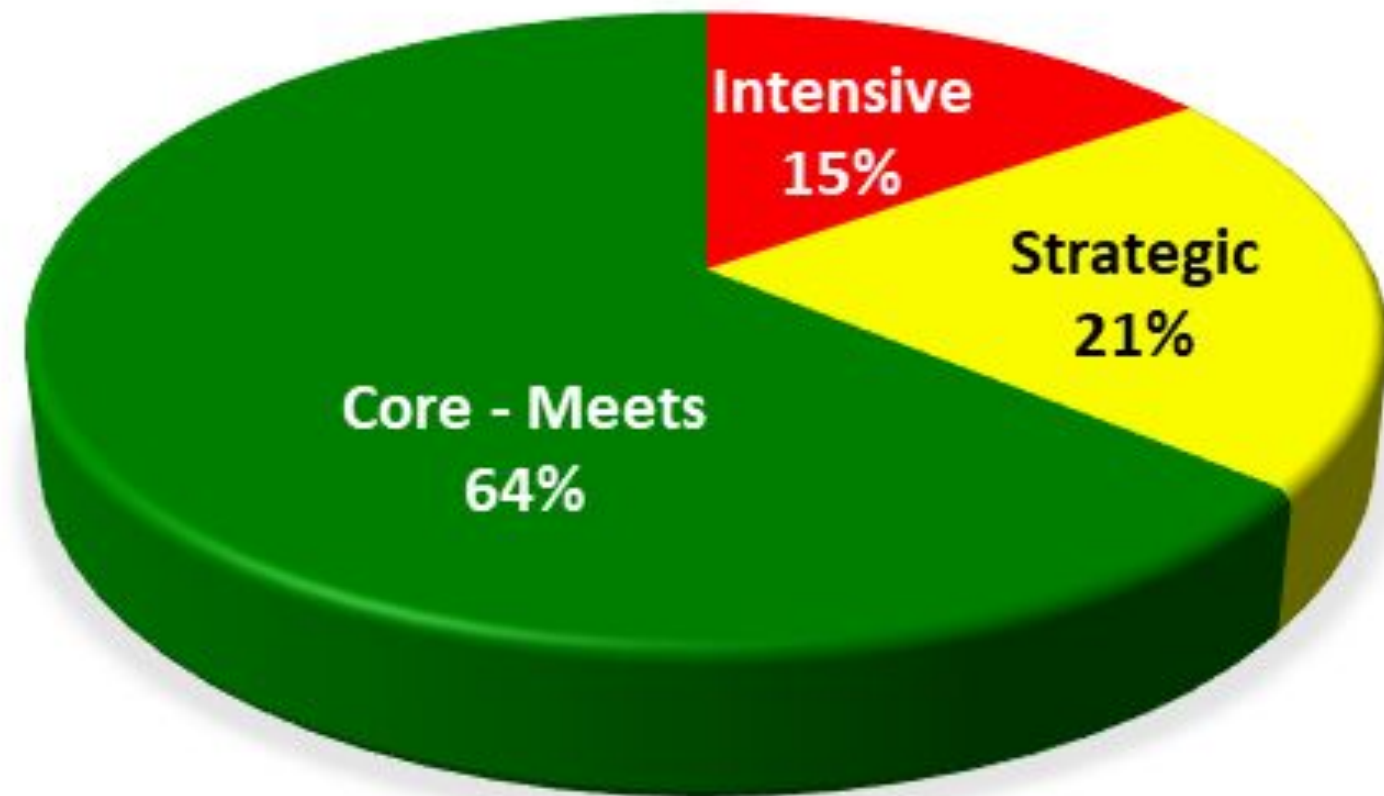
**DIBELS Phoneme Segmentation
Fluency 2023-24 Midyear**



Moose Hill Literacy Data

Celebrating Success!!

**DIBELS NONSENSE WORD FLUENCY
2023-23 MIDYEAR**



**DIBELS NONSENSE WORD FLUENCY
2023-24 MIDYEAR**



LES Literacy Resources & Opportunities

- Staff commitment to continued learning and understanding of the science of reading through LETRS training. All staff are either finished, working in LETRS or enrolled for Fall cohort.

- Successful second year of Foundations implementation K-3.



- Continued use of Heggerty resources for phonological & phonemic awareness

- Battle of the Books and other reading incentives in & out of school

- Continued work with Elementary District Literacy Committee with targeted focus areas

- Successful literacy pilot with 54 classrooms. Selection of program will go to C3 and school board in May

LES Data Initiatives

- Targeting the 20% of students just below grade level in each classroom, i Ready stretch growth and specific needs.
- PLC data deliverables looking at i Ready, Acadience, MIF Performance Tasks; with plans for more targeted conversations on common assessment data. The goal is to show & understand the full data story/picture.
- Exposure to NH SAS practice tests and questions in grades 3-5 & ideas for student incentives to spark excitement during NH SAS assessment period
- More narrowed focus with spring assessments for grades 3-5

LES Conclusions and Next Steps

- We have taken steps to have more targeted and thoughtful conversations around data in PLCs and will continue to improve these practices.
- Through the work of the District Literacy Committee and our pilot classroom teachers, we will be implementing a systemic knowledge based literacy program in grade 1-5 in fall of 2024
- We have continued efforts for alignment of curriculum and assessment across the elementary schools in all content areas.

LMS

6-8 Additional Data Collection Tools

- i Ready
- PSAT 8
- NHSAS (NH Statewide Assessment System)
- Accelerated Pathways

6-8 Math Data

LMS i-Ready Math Data 2023/2024

Math			
Grade	Fall 2023 On & Early On Grade Level Percentage	Winter 2024 On & Early On Grade Level Percentage	Change/Gains
6th Grade	42%	62%	20%
7th Grade	37%	52%	10%
8th Grade	33%	38%	6%

- Overall Placement
- All 4 Domains
 - Numbers & Operations
 - Algebra & Algebraic Thinking
 - Measurement
 - Geometry
- **Shows overall change from Fall 2023 to Winter 2024**

LMS iReady Math Data 2023-2024

Math			
Grade	Winter 2024 On and Early On Grade Level Percentage	% of students within 5 points in Scale Score from an "Early on Grade Level" Placement	Total Percentage of Students
6th Grade	62%	12%	75%
7th Grade	52%	18%	81%
8th Grade	38%	13%	65%

i-Ready Math Data

National & State Comparison

Grade	National Winter '24 On and Early On Grade Level Percentage	NH Winter 2024 On and Early On Grade Level Percentage	LSD Winter 2024 On and Early On Grade Level Percentage
6th Grade	35%	37%	62%
7th Grade	29%	32%	51%
8th Grade	27%	31%	37%

LMS iReady Math 2023-2024

Celebrating Growth!!

Grade	Met Typical Growth	Met Stretch Growth	Improved Placement
6th Grade	45%	17%	47%
7th Grade	40%	14%	43%
8th Grade	43%	14%	35%

Typical Growth-

Average annual growth of students at each grade & placement level.

Stretch Growth-

The growth recommended to put students who placed below grade level on a path toward proficiency and students who placed on grade level on a path to advanced proficiency levels.

Improved Placement-

Ex; One Grade Level Below to Early on Grade Level

LMS Resources and Opportunities in Math

- ★ Math In Focus K-8
- ★ Part-time Math Interventionist in Grade 6
- ★ Summer school for Remediation
- ★ Pre Algebra Summer Program for Enrichment
- ★ School goals focus on growth
- ★ Team focus on Growth Model



6-8 Reading Data

LMS i-Ready Reading Data 2023/2024

Reading			
Grade	Fall 2023 On & Early On Grade Level Percentage	Winter 2024 On & Early On Grade Level Percentage	Change/Gains
6th Grade	52%	63%	11%
7th Grade	57%	63%	6%
8th Grade	50%	52%	2%

- Overall Placement
- All 6 Domains
 - Phonological Awareness
 - Phonics
 - High-Frequency Words
 - Vocabulary
 - Comprehension: Literature
 - Comprehension: Informational Text
- Shows overall change from Fall 2023 to Winter 2024

LMS iReady Reading Data 2023-2024

Reading			
Grade	Winter 2024 On and Early On Grade Level Percentage	% of students within 5 points in Scale Score from an "Early on Grade Level" Placement	Total Percentage of Students
6th Grade	63%	3%	66%
7th Grade	63%	5%	68%
8th Grade	52%	3%	55%

i-Ready Reading Data

National & State Comparison

Grade	National Winter '24 On and Early On Grade Level Percentage	NH Winter 2024 On and Early On Grade Level Percentage	LSD Winter 2024 On and Early On Grade Level Percentage
6th Grade	36%	41%	63%
7th Grade	37%	47%	63%
8th Grade	37%	48%	52%

LMS iReady Reading 2023-2024

Celebrating Growth!!

Grade	Met Typical Growth	Met Stretch Growth	Improved Placement
6th Grade	56%	23%	47%
7th Grade	53%	19%	39%
8th Grade	43%	14%	35%

Typical Growth-

Average annual growth of students at each grade & placement level.

Stretch Growth-

The growth recommended to put students who placed below grade level on a path toward proficiency and students who placed on grade level on a path to advanced proficiency levels.

Improved Placement-

Ex; One Grade Level Below to Early on Grade Level

LMS Resources and Opportunities in Literacy

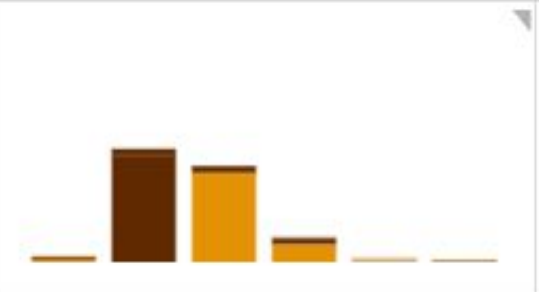

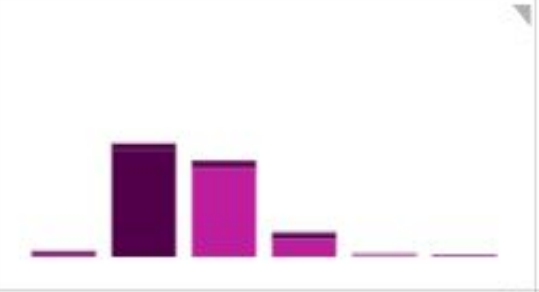





- ★ All students take reading in grades 6 & 7
- ★ Read 180 for reading interventions in grade 6 & 7
- ★ Reading Skills for intervention in grade 8
- ★ Summer school for Remediation
- ★ Summer Reading Incentives
- ★ Storm time opportunities with teachers
- ★ School goal around increasing nonfiction reading to support content area teachers in content classes

LMS Data Initiatives

- ★ Focused weekly PLC Meetings
- ★ Storm time opportunities to focus on enrichment and intervention.
- ★ Professional development time focused on student data and transitions from elementary to middle school and middle school to high school.
- ★ Team incentives focused on student growth.
- ★ NHSAS Assessment practice opportunities
- ★ Focus on the spring assessments.

PSAT8 Data

PSAT at LMS

	# of Testers	Score Distribution	Mean Total Score (240-1440) ⓘ
School	239		 240 816 1440
District	239		 240 816 1440
State	639		 240 831 1440
All Testers	397,152		 240 768 1440

PSAT Top Scores

**Total Score
(240-1440)**

- ★ 1240
- ★ 1220
- ★ 1200
- ★ 1190
- ★ 1180
- ★ 1170

Enrichment Opportunities at LMS

Math	Reading	World Language	Science
Advanced Math 6	High Reading 6	CP Spanish 1	Earth & Space *
Advanced Math 7	Advanced YA Lit 7	CP French 1	
Pre Algebra		CP German 1 *	
CP Algebra 1			
Honors Algebra			

****24-25 school year****

Celebrating Academic Achievement @ LMS

Grade	High Honors	Honors	Honorable Mention
6th Grade	36	81	64
7th Grade	35	50	46
8th Grade	48	40	38

Conclusions and Next Steps for LMS

- LMS continues to strengthen the curriculum for middle school learners with a focused approach to learning and a commitment to excellence.
- LMS offers students a scaffolded approach to prepare students for the pathways at LHS with new opportunities arriving in 24-25 in Science and World Language.
- Potential for LMS students to enter LHS with 4 credits.
- LMS students begin to see choice in course offerings by grade 8 in related arts classes.
- A focus on Growth Mindset.

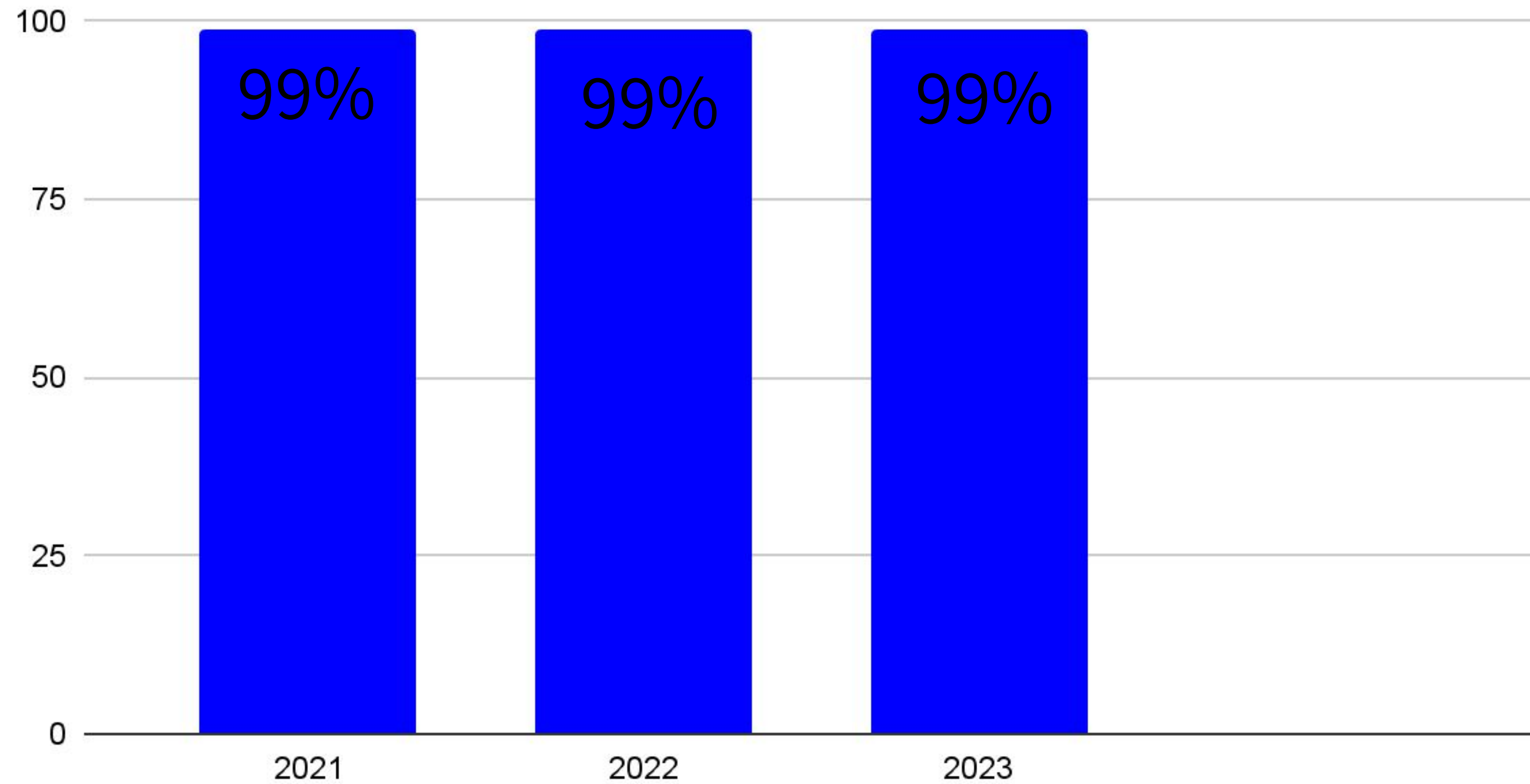
LHS

High School Data Sets

- High School Graduation Rate 2021 to 2023
- Dual Enrollment Courses 2021 to 2023
- Advanced Placement Testing 2023
- PSATs 2023 and SATs 2024
- Academic Honors
 - JS Lim Awards
 - Scholar Athletes
 - Honor Roll

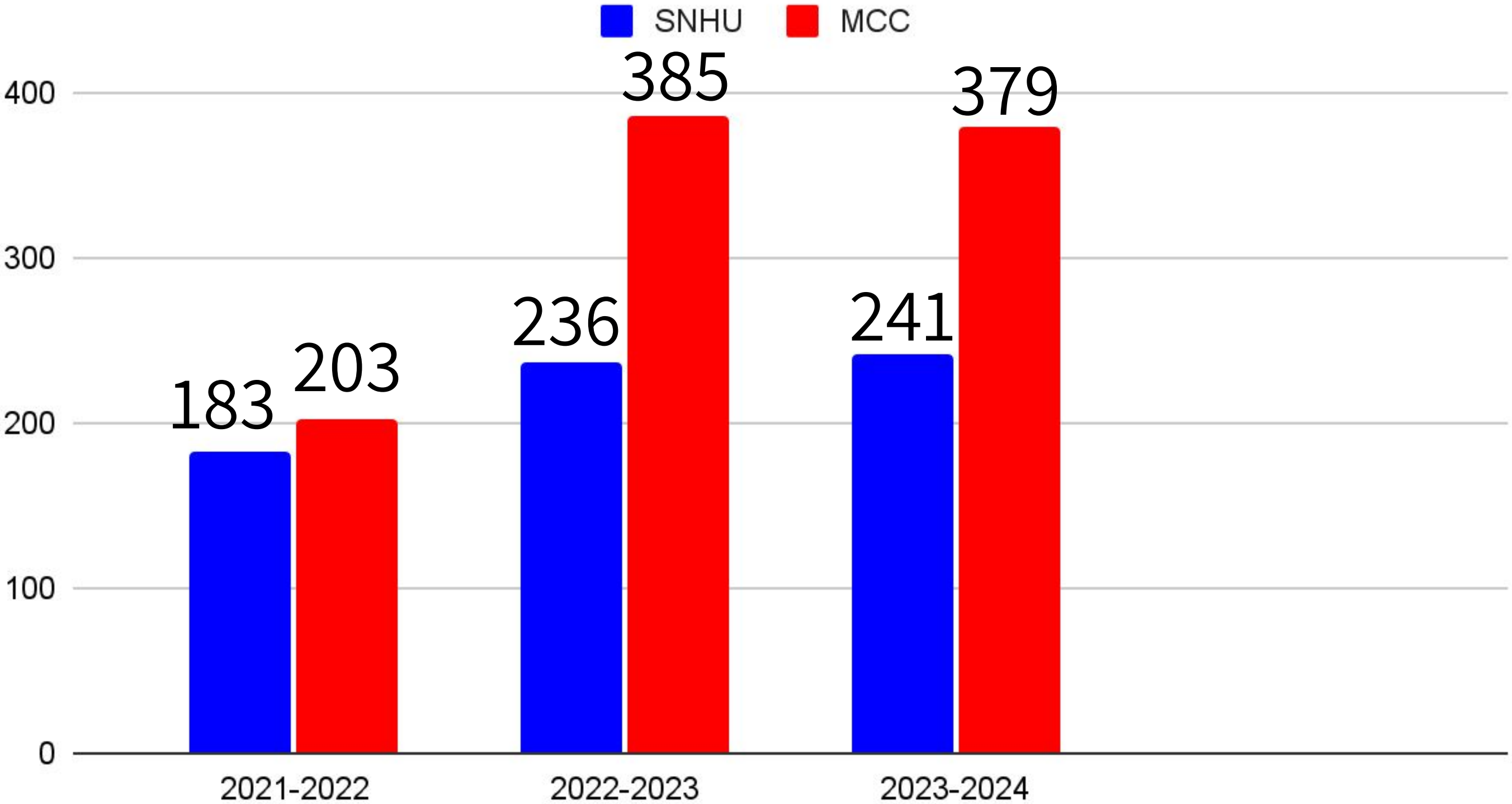
LHS Graduation Rate

High School Graduation Rate



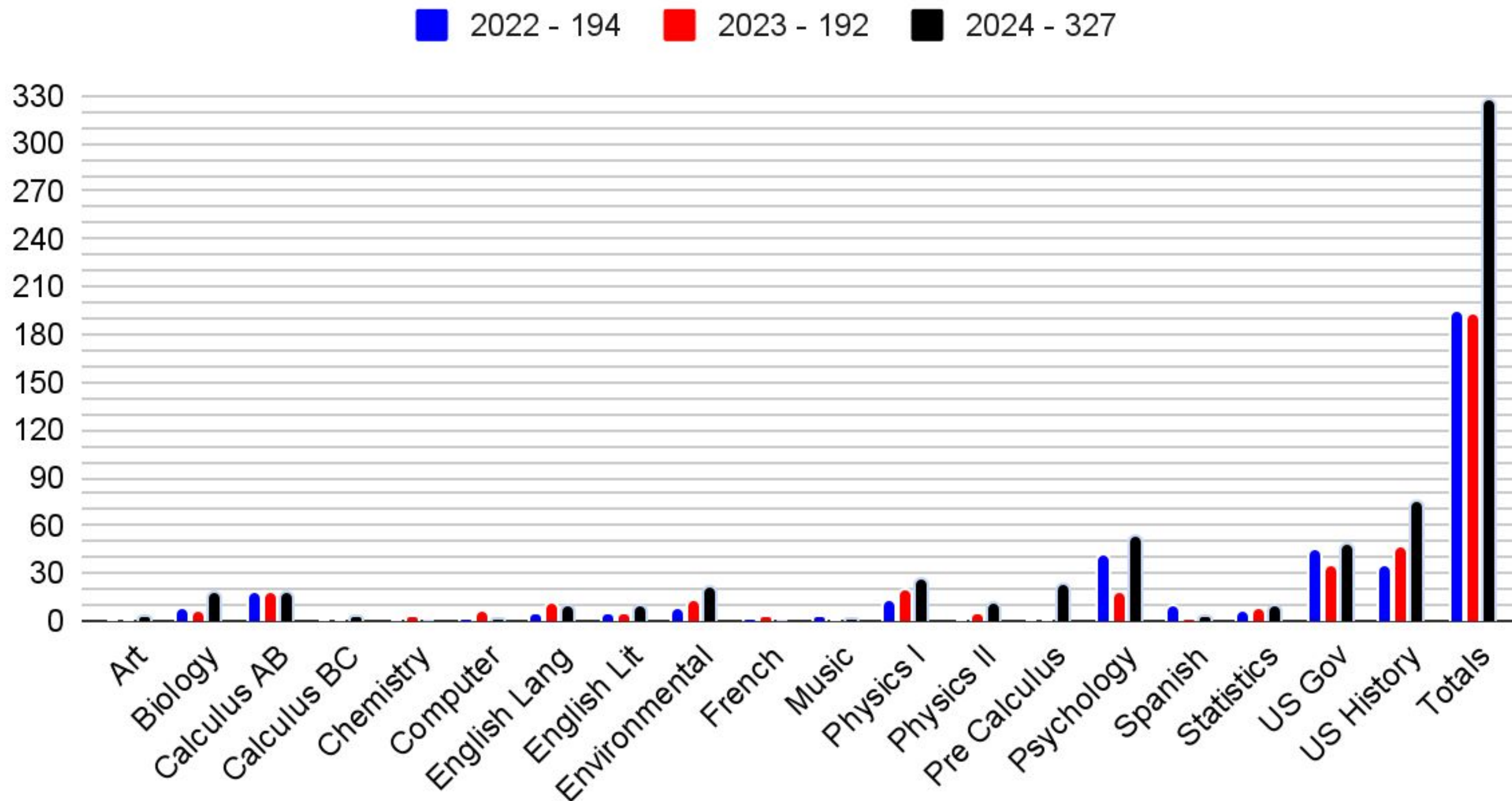
LHS College Credits

LHS Dual Enrollment

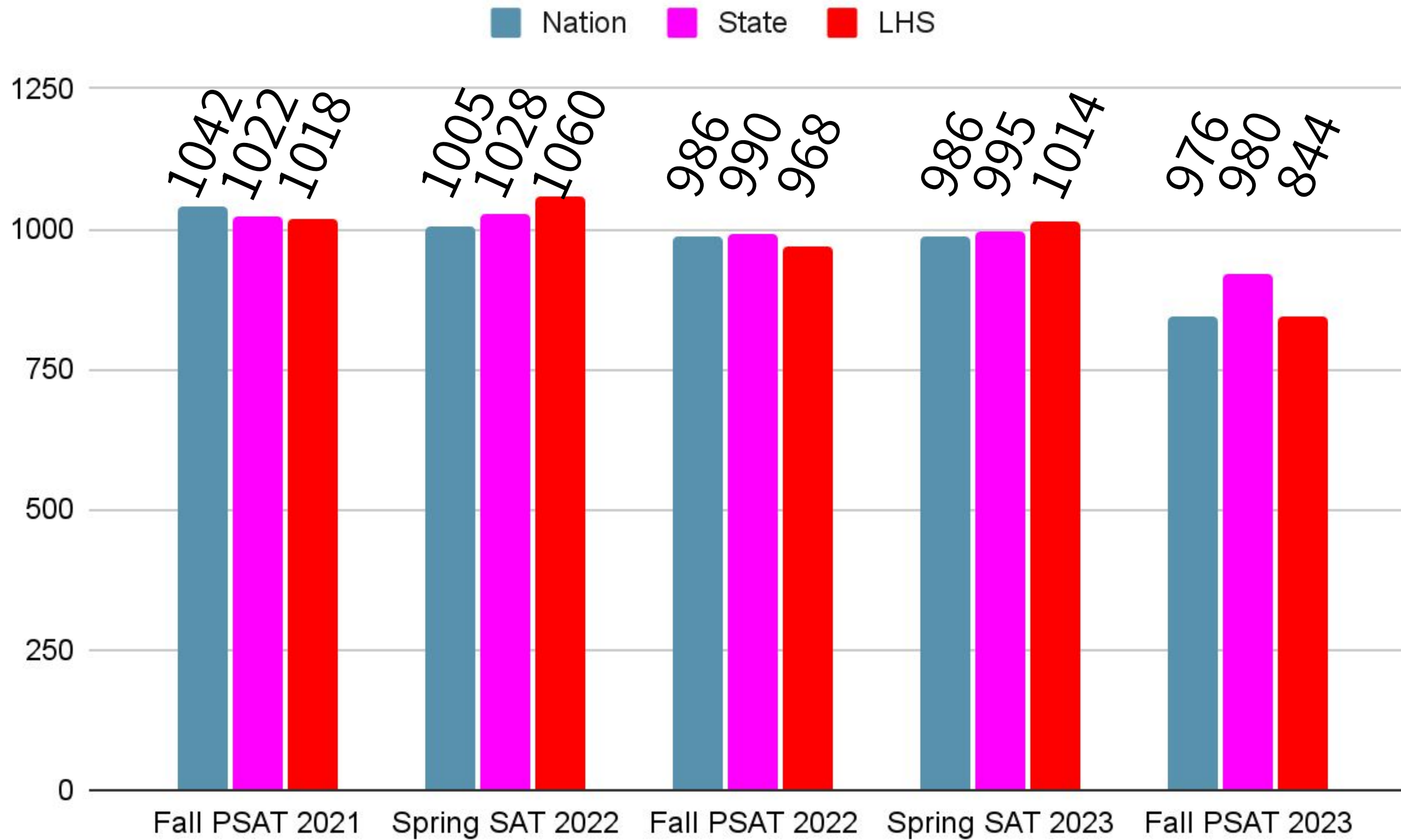


Advanced Placement (Students who registered for the test)

LHS Registered AP Testers



SAT and PSAT Comparison

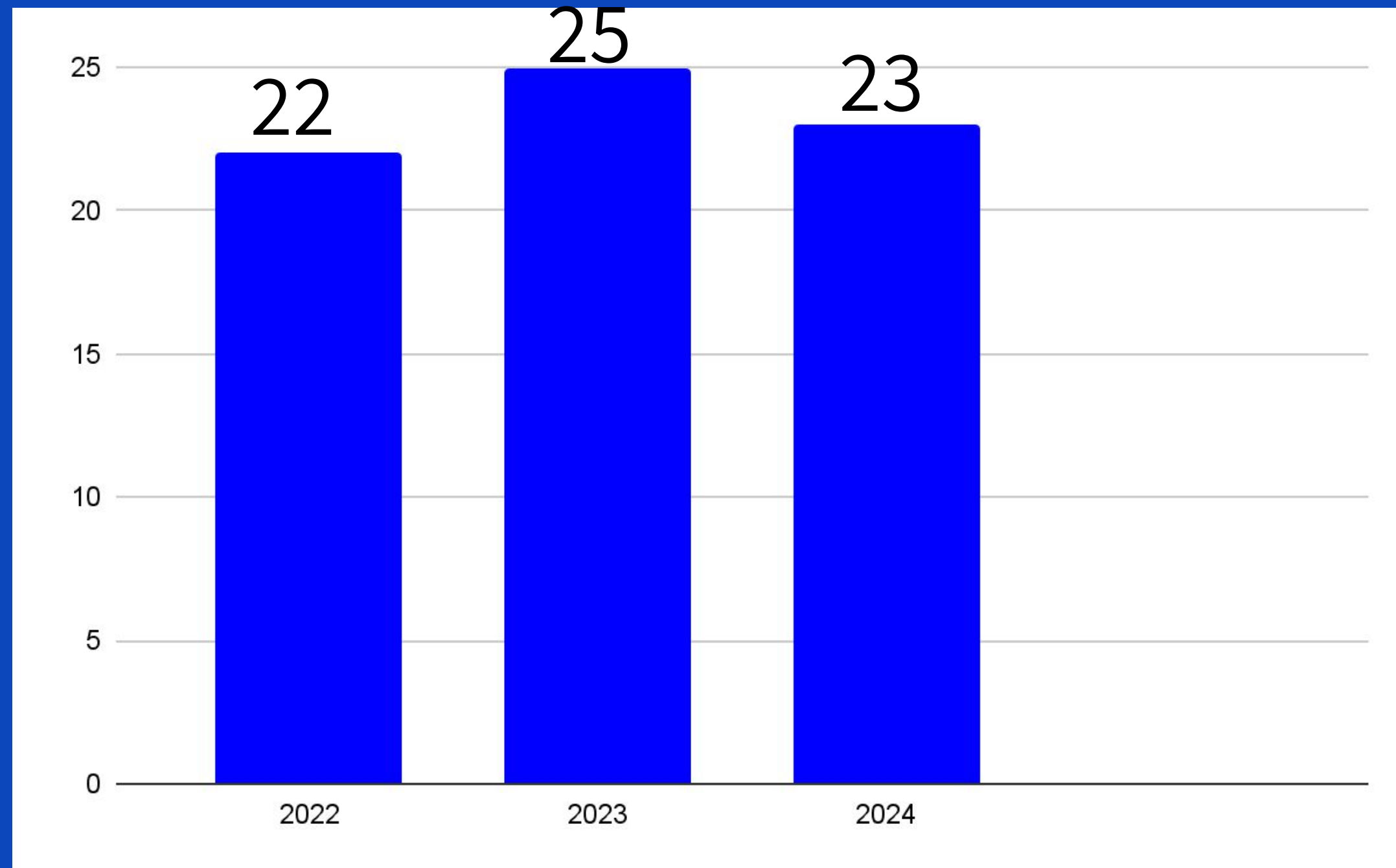


Academic Honors

JS Lim Awards

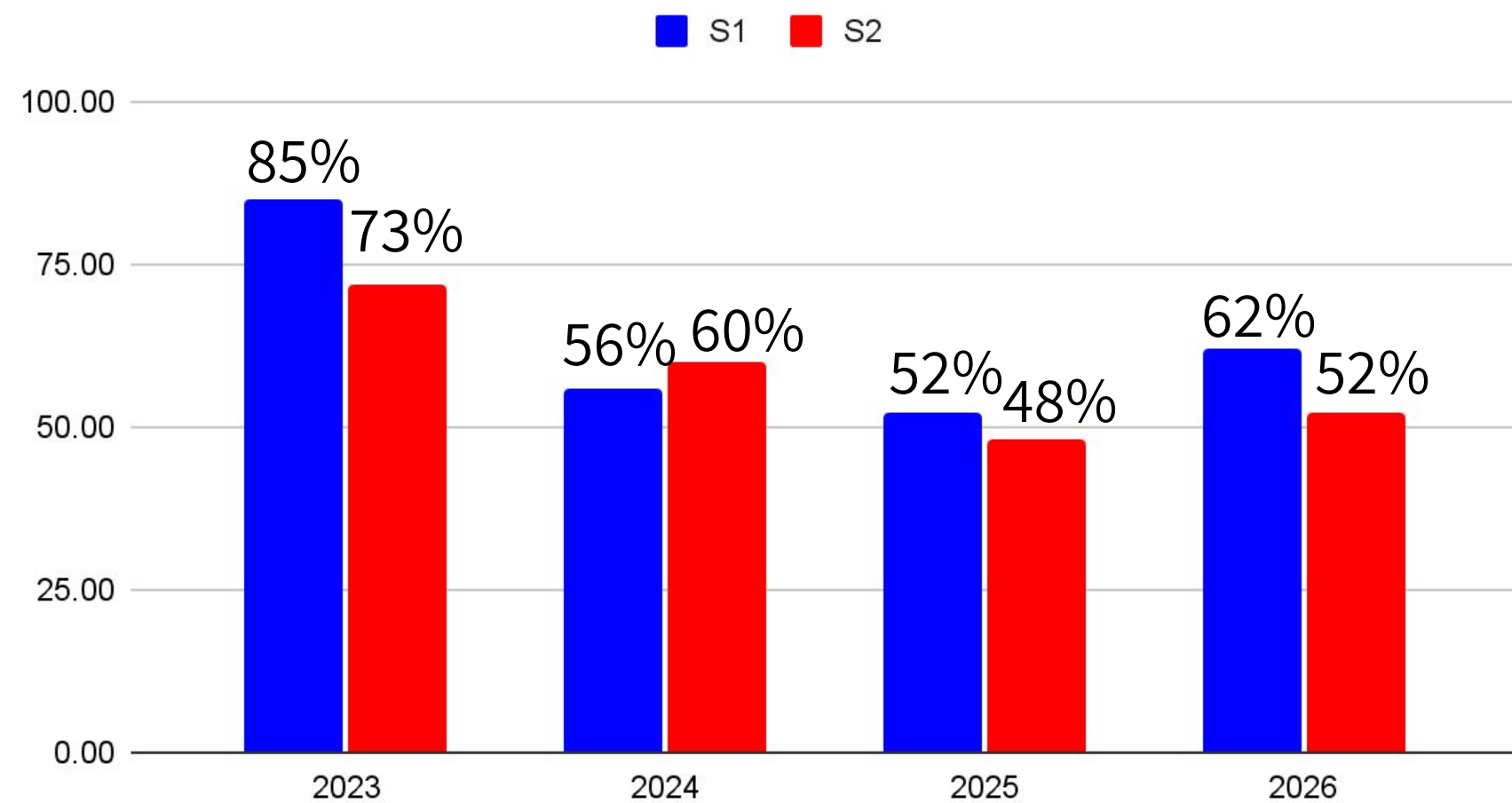
- Jae S. Lim is an Emmy winning Professor at MIT
- Created the Jae. S. Lim Foundation to help US students and foster an emphasis on STEM Education
- In 2014, the Jae S. Lim foundation contacted Londonderry High School to Award the Top Mathematics and Top Science prize (\$1000.00) to two members of the junior class
- We will have the opportunity next year to award the top juniors in Mathematics and Science scholarships in the amount of \$1,500.00

Academic Honors Scholar Athletes

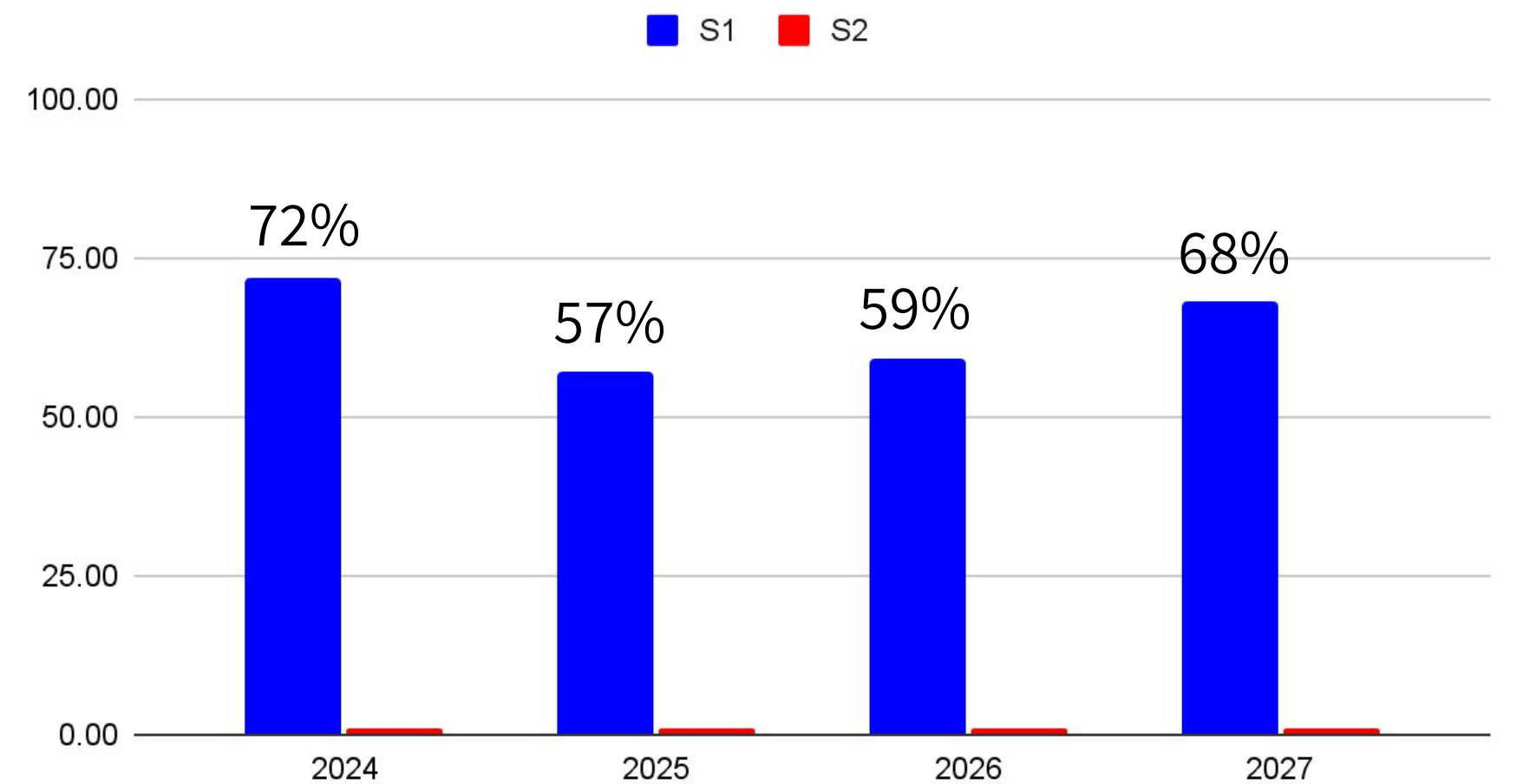


Academic Honors Honor Roll

SY 2023



SY2024



Futures Lab

- Career Breakfasts
- Amazing Careers: No College Necessary
 - Careers in the Food Industry
- Career Fair Summer Programs (paid and volunteer)
- “What’s Next” Fair
- Career Snapshots (Sciences, Law, etc.)
- CCR Goals

Lancer Nation

- Co-Curricular & Sports Involvement
 - Letter and Pin Recognition

Conclusions and Next Steps for LHS

- LHS is working on “moving the needle” on standardized testing scores
- LHS offers students various pathways to earn college credits while still students at LHS, also giving them the opportunity to experience the rigor of college courses while still in the comfort at LHS.
- LHS is preparing students for when they leave us, whether they are going directly to college, the work force, the military, or taking a gap year through the work of the Futures Lab and the School Counseling Department.



Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

March 5, 2024

TO: Superintendents

FROM: Lindsey Labonville, Administrator
Bureau of Federal Compliance

SUBJECT: General Assurances FY 2025

The New Hampshire Department of Education (NHED) has developed the attached "General Assurances, Requirements and Definitions for Participation in Federal Programs" document that must be signed by all agencies and organizations that receive federal funds through the NHED. The federally funded programs which flow money through the NHED require each applicant to file certain assurances. Some of these assurances apply to all programs and are therefore, considered "general assurances."

The submission of general assurances is required in part by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.

The NHED has consolidated the general assurances into one document which also now includes requirements and definitions in an effort to provide more guidance relative to implementation of the underlying assurances. NHED requests an annual submission for each Local Education Agencies (LEA's). This will simplify the collection of assurances and facilitate the requirement that the NHED Commissioner of Education certify to the Secretary of Education the status of all LEAs.

In New Hampshire both School Districts and School Administrative Units (SAUs) are considered LEA's. Individual program policy determines which type of entity may apply for federal funds. As such, both the Superintendent and the local School Board Chairperson are required to sign the certifications of the attached document.

I am requesting that you and the local School Board complete the certifications at the end of the enclosed general assurance document; initial each page in the spaces provided and upload the document in its entirety to the district's homepage on GMS. The Bureau of Federal Compliance office will notify the appropriate NHED program approving federal funds to LEA's when it has received each assurance. The various federal programs are not to request additional copies from you, but to accept the Bureau of Federal Compliance list as the basis for determining compliance with these requirements as one item in their approval of proposals for funding. Other program specific assurances will still be requested from the LEA's by individual NHED programs.

Compliance with these general assurances will be subject to review by NHED staff during on-site federal compliance monitoring. Annual audits by CPA's in accordance with the Single Audit Act may also include compliance checks.

On the Certification page, please include the name and number of the SAU office and the name of the School District which will be applying for funds, both certifying parties are asked to execute the document, and return the document by uploading it to the district GMS homepage no later than **June 1, 2024**.

If you should have any questions regarding these general assurances, please contact Lindsey Labonville, Administrator of the Bureau of Federal Compliance at Lindsey.L.Labonville@doe.nh.gov or at 603-731-4621.

New Hampshire Department of Education

FY2025

GENERAL ASSURANCES, REQUIREMENTS AND DEFINITIONS FOR PARTICIPATION IN FEDERAL PROGRAMS

Subrecipients of any Federal grant funds provided through the New Hampshire Department of Education (NHED) must submit a signed copy of this document to the NHED Bureau of Federal Compliance prior to any formula grant application being deemed to be “substantially approvable” or any discretionary grant receiving “final approval.” Once a formula grant is deemed to be in substantially approvable form, the subrecipient may begin to obligate funds which will be reimbursed upon final approval of the application by the NHED (34 CFR 708).

Any funds obligated by the subrecipient prior to the application being in substantially approvable form will not be reimbursable even upon final approval of the application by the NHED.

While there have been no significant changes notable in the last year, this FY2025 general assurances document contains a few minor differences from the FY2024 general assurances document. You are encouraged to do a side-by-side comparison of the two documents so that you thoroughly understand the requirements and deadlines to which you are agreeing.

Following your review and acceptance of these General Assurances, Requirements and Definitions for Participation in Federal Programs please sign the certification statement on the appropriate page and then initial each of the remaining pages where indicated.

Please note that the practice of the School Board authorizing the Superintendent to sign on behalf of the School Board Chair is not acceptable to the NHED in this case and will be considered non-responsive.

Once the document is fully executed, please upload a signed copy of these General assurances to the LEA homepage within GMS for review and approval. General assurances must be uploaded for each district applying for federal funds.

Should you have any questions please contact Lindsey Labonville at 603-731-4621 or Lindsey.L.Labonville@doe.nh.gov.

General Assurances, Requirements and Definitions for Participation in Federal Programs

A. General Assurances

Assurance is hereby given by the subrecipient that, to the extent applicable:

- 1) The subrecipient has the legal authority to apply for the federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in all applications submitted.
- 2) The subrecipient will give the awarding agency, the NHED, the Comptroller General of the United States and, if appropriate, other State Agencies, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 3) The subrecipient will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. The subrecipient will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
 - (a) Per 2 CFR 200.330 the non-Federal entity is required to submit reports at least annually on the status of real property in which the Federal Government retains an interest.
- 4) The subrecipient will comply with the requirements of the assistance awarding agency (2 CFR 200.1 Definitions ‘*Federal Awarding Agency*’) with regard to the drafting, review and approval of construction plans and specifications.
- 5) The subrecipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
- 6) The subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 7) The subrecipient will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- 8) The subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 - (i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (j) The requirements of any other nondiscrimination statute(s) which may apply to the application.
- 9) The subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
 - 10) The subrecipient will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. The subrecipient further assures that no federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - 11) The subrecipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported in whole or in part with federal funds.
 - 12) The subrecipient will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported in whole or in part with federal funds.
 - 13) The subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - 14) The subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing all program(s).
 - 15) The subrecipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR 200.501, Subpart F, "Audit Requirements," as applicable.
 - 16) The recipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

- 17) The control of funds provided to a subrecipient that is a Local Education Agency under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.
- 18) Personnel funded from federal grants and their subcontractors will adhere to the prohibition from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the US Department of Education).
- 19) The subrecipient assures that it will adhere to the Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
- 20) The subrecipient will comply with the Stevens Amendment.
- 21) The subrecipient will comply with the Buy America Preference for Infrastructure Projects as required by 2 CFR Part 184.
- 22) The subrecipient will submit such reports to the NHED and to U.S. governmental agencies as may reasonably be required to enable the NHED and U.S. governmental agencies to perform their duties. The subrecipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.
- 23) The subrecipient will assure that expenditures reported are proper and in accordance with the terms and conditions of any project/grant funding, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment [2CFR 200.415(a)].

"By signing this General Assurances, Requirements and Definitions for Participation in Federal Programs document, I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

- 24) If an LEA, the subrecipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
- 25) If an LEA, the subrecipient shall assure that any application, evaluation, periodic program plan, or

report relating to each program will be made readily available to parents and other members of the general public upon request.

- 26) If an LEA, the subrecipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.
- 27) The subrecipient will comply with the requirements of the Gun-Free Schools Act of 1994.
- 28) The subrecipient will submit a fully executed and accurate Single-Audit Certification (required) and the Federal Expenditures Worksheet (if applicable) to the NHED no later than December 31, 2024. The worksheet will be provided to each subrecipient by the NHED via email and is posted on the NHED website.
- 29) The subrecipient shall comply with the restrictions of New Hampshire RSA 15:5.
- 30) The subrecipient will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Non-procurement).
- 31) The subrecipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988 and 34 CFR 84.200.
- 32) The subrecipient will adhere to the requirements of Title 20 USC 7197 relative to the Transfer of Disciplinary Records.
- 33) The subrecipient will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- 34) The subrecipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
- 35) The subrecipient will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 36) The subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- 37) The subrecipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 38) The subrecipient will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 39) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award (2 CFR 200.322).
- 40) The subrecipient will comply with the Prohibition on Certain Telecommunications and Video Surveillance Equipment requirement per 2 CFR 200.216.
- 41) The subrecipient will comply with the Protection for Whistleblowers per 41 U.S.C. §4712.

B. Explanation of Grants Management Requirements

The following section elaborate on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

1. Financial Management Systems

Financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

Specifically, the financial management system must be able to:

- a) Identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and name of the pass-through entity, if any.
- b) Provide accurate, current, and complete disclosure of the financial results of each federal award or program.
- c) Produce records that identify adequately the source and application of funds for federally funded activities.
- d) Maintain effective control over, and accountability for, all funds, property, and other assets. The subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Generate comparisons of expenditures with budget amounts for each federal award.

2. Written Policies and Procedures

The subrecipient must have written policies and procedures for:

Policy/Procedure Name	In Accordance With	Policy	Procedure
Drug-Free Workplace Policy	34 CFR 84.200 and the Drug-Free Workplace Act of 1988		N/A
Procurement Policy & Procedure	2 CFR 200.317-327		
Conflict of Interest/Standard of Conduct Policy	2 CFR 318(c)(1)		N/A
Inventory Management Policy & Procedure	2 CFR 200.313(d)		
District Travel Policy	2 CFR 200.475(b)		N/A
Subrecipient Monitoring Policy & Procedure (if applicable)	2 CFR 200.332(d)		
Time and Effort Policy & Procedure	2 CFR 200.430		
Records Retention Policy & Procedure	2 CFR 200.334		
Prohibiting the Aiding and Abetting of Sexual Abuse Policy	ESEA Section 8546		N/A
Allowable Cost Determination Policy	2 CFR 200.302(b)(7)		N/A
Gun Free School Act	Gun Free School Act of 1994		N/A
Cash Management	2 CFR 200.302(b)(6) and 200.305		
Nonsmoking Policy for Children's Services	ESEA Section 8573		N/A

3. Internal Controls

The subrecipient must:

- a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with the guidance outlined in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- c) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- d) Take reasonable measures to safeguard and protect personally identifiable information and other information the federal awarding agency or pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- e) Maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project in accordance with 2 CFR 200.334.

4. Allowable Costs

In accounting for and expending project/grant funds, the subrecipient may only charge expenditures to the project award if they are;

- a) in payment of obligations incurred during the approved project period;
- b) in conformance with the approved project;
- c) in compliance with all applicable statutes and regulatory provisions;
- d) costs that are allocable to a particular cost objective;
- e) spent only for reasonable and necessary costs of the program; and
- f) not used for general expenses required to carry out other responsibilities of the subrecipient.

5. Audits

This part is applicable for all non-federal entities as defined in 2 CFR 200, Subpart F.

- a) In the event that the subrecipient expends \$750,000 or more in federal awards in its fiscal year, the subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from the NHED. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200, Subpart F.
- b) In connection with the audit requirements, the subrecipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508.
- c) If the subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, is not required. In the event that the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from subrecipient resources obtained from non-federal entities).

The subrecipient assures it will implement the following audit responsibilities;

- a) Procure or otherwise arrange for the audit required by this part in accordance with auditor selection regulations (2 CFR 200.509), and ensure it is properly performed and submitted no later than nine months after the close of the fiscal year in accordance with report submission regulations (2 CFR 200.512).
- b) Provide the auditor access to personnel, accounts, books, records, supporting documentation, and other information as needed so that the auditor may perform the audit required by this part.
- c) Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with financial statements regulations (2 CFR 200.510).
- d) Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with audit findings follow-up regulations (2 CFR 200.511(b-c)).
- e) Upon request by the NHED Bureau of Federal Compliance (BFC), promptly submit a corrective action plan using the NHED template provided by the BFC for audit findings related to NHED funded programs.
- f) For repeat findings not resolved or only partially resolved, the subrecipient must provide an explanation for findings not resolved or only partially resolved to the BFC for findings related to all NHED funded programs. The BFC will review the subrecipient’s submission and issue an appropriate Management Decision in accordance with 2 CFR 200.521.

6. Reports to be Submitted

Audits/Management Decisions

Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F shall be

submitted, by or on behalf of the recipient directly to the following:

- a) The Federal Audit Clearinghouse (FAC) in 2 CFR 200, Subpart F requires the auditee to electronically submit the data collection form described in 200.512(b) and the reporting package described in 200.512(c) to FAC at: [https://harvester.census.gov/facides/\(S\(mqamohbpjfj0hmyh1r45p1po1\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(mqamohbpjfj0hmyh1r45p1po1))/account/login.aspx)

Copies of other reports or management decision letter(s) shall be submitted by or on behalf of the subrecipient directly to:

- a) **New Hampshire Department of Education
Bureau of Federal Compliance
25 Hall Street
Concord, NH 03301 Or via email to: federalcompliance@doe.nh.gov**
- b) In response to requests by a federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR 200.512(e).

Any other reports, management decision letters, or other information required to be submitted to the NHED pursuant to this agreement shall be submitted in a timely manner.

Single Audit Certifications and Federal Expenditures Worksheet

A fully executed and accurate Single-Audit Certification (required) and Federal Expenditures Worksheet (if applicable) shall be submitted to the NHED no later than **December 31, 2024**. A copy of the forms will be provided to each subrecipient by the NHED via email.

7. Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR 180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment.

To assure that this requirement is met, there are four options for obtaining satisfaction that subrecipients and contractors are not suspended, debarred, or disqualified. They are:

The subrecipient certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.
- d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the subrecipient is unable to certify to any of the statements in this certification, they shall attach an explanation to this document.

8. Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR 84.200 the subrecipient certifies that it will continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (34 CFR 84.610) is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b) Establishing, as required by 34 CFR 84.215, an ongoing drug-free awareness program to inform employees about:
 - o The dangers of drug abuse in the workplace.
 - o The recipient's policy of maintaining a drug-free workplace.
 - o Any available drug counseling, rehabilitation, and employee assistance programs.
 - o The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Requiring that each employee engaged in the performance of the project is given a copy of this statement.
- d) Notifying the employee in the statement that, as a condition of employment under the project, the employee will:
 - o Abide by the terms of the statement.
 - o Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e) Notifying the agency in writing within 5 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR 84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

Director, Grants and Contracts Service
U.S. Department of Education
400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
Washington, D.C. 20202-4571

(Notice shall include the identification number[s] of each affected grant).

- f) Taking one of the following actions, as stated in 34 CFR 84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.
 - o Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - o Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

- g) Making a good-faith effort to maintain a drug-free workplace through implementation of the requirements stated above.

9. General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the NHED must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists).*

The statute highlights **six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age.** Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Subrecipients should be asked to state in the table of contents where this requirement is met.

NHED program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If an application has been selected for funding and program staff determine that the requirements of this section are not met, program staff will contact the subrecipient to find out why this information is missing. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement but must receive the missing information before making the award, 34 CFR 75.231. Documentation must be in the project file indicating that this review was completed before the award is made.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

10. Gun Possession (Local Education Agencies (LEAs) only)

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America’s Schools Act:

The LEA assures that it shall comply with the provisions of RSA 193:13 III.

RSA 193:13, III. Any pupil who brings or possesses a firearm as defined in section 921 of Title 18 of the United States Code in a safe school zone as defined in RSA 193-D:1 without written authorization from the Superintendent or designee shall be expelled from school by the local school board for a period of not less than 12 months.

The LEA assures that it has adopted a policy, which allows the Superintendent or Chief Administrating officer to modify the expulsion requirement on a case by case basis. RSA 193:13, IV.

The LEA assures that it shall report to the NHED in July of each year, a description of the circumstances surrounding any expulsions imposed under RSA 193:13, III and IV including, but not limited to:

- a) The name of the school concerned;
- b) The grade of the student disciplined;
- c) The type of firearm involved;
- d) Whether or not the expulsion was modified, and
- e) If the student was identified as Educationally Disabled.

The LEA assures that it has in effect a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school.

Ed 317.03 Standard for Expulsion by Local School Board.

- a) A school board which expels a pupil under RSA 193:13, II or III, shall state in writing its reasons, including the act leading to expulsion, and shall provide a procedure for review as allowed under RSA 193:13, II.
- b) School boards shall make certain that the pupil has received notice of the requirements of RSA 193-D and RSA 193:13 through announced, posted, or printed school rules.
- c) If a student is subject to expulsion and a firearm is involved, the Superintendent shall contact local law enforcement officials whenever there is any doubt concerning:
 - 1) Whether a firearm is legally licensed under RSA 159; or
 - 2) Whether the firearm is lawfully possessed, as opposed to unlawfully possessed, under the legal definitions of RSA 159.
- d) If a pupil brings or possesses a firearm in a safe school zone without written authorization from the Superintendent, the following shall apply:
 - 1) The Superintendent shall suspend the pupil for a period not to exceed 10 days, pending a hearing by the local board; and
 - 2) The school board shall hold a hearing within 10 days to determine whether the student was in violation of RSA 193:13, III and therefore is subject to expulsion.

11. Lobbying

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined in 34 CFR 82.105 and 82.110, the applicant certifies that:

- a) No federally appropriated funds have been paid or will be paid by or on behalf of the subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or

cooperative agreement.

- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal grants or cooperative agreements, the subrecipient shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

New Hampshire RSA 15:5 - Prohibited Activities.

- I. Except as provided in paragraph II, no recipient of a grant or appropriation of state funds may use the state funds to lobby or attempt to influence legislation, participate in political activity, or contribute funds to any entity engaged in these activities.
- II. Any recipient of a grant or appropriation of state funds that wishes to engage in any of the activities prohibited in paragraph I or contribute funds to any entity engaged in these activities, shall segregate the state funds in such a manner that such funds are physically and financially separate from any non-state funds that may be used for any of these purposes. Mere bookkeeping separation of the state funds from other moneys shall not be sufficient.

12. Subrecipient Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F, subrecipient monitoring procedures may include, but not be limited to, on-site or remote visits by NHED staff, limited scope audits, and/or other procedures. By signing this document, the subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the NHED. In the event the NHED determines that a limited scope audit of the project recipient is appropriate, the subrecipient agrees to comply with any additional instructions provided by NHED staff to the subrecipient regarding such audit.

13. More Restrictive Conditions

Subrecipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions as determined by the NHED.

14. Obligations by Subrecipients

Obligations will be considered to have been incurred by subrecipients on the basis of documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used (see 34 CFR 76.707).

15. Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy the specific requirements of 2 CFR 200.430 and will be based on payrolls

documented in accordance with generally accepted practices of the subrecipient and approved by a responsible official(s) of the subrecipient.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- a) Reflect an after-the-fact distribution of the actual activity of each employee
- b) Account for the total activity for which each employee is compensated
- c) Prepared at least monthly and must coincide with one or more pay period
- d) Signed and dated by the employee

16. Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, LEAs must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools.

17. Purchasing/Procurement

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and 2 CFR 200.317- 2 CFR 200.327 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

1. Informal procurement methods
 - a. Micro-purchases
 - b. Small purchases
2. Formal procurement methods
 - a. Sealed bids
 - b. Proposals
3. Noncompetitive procurement

18. Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal rules and regulations. Federal regulation 2 CFR 200.334, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Access to records of the subrecipient and the expiration of the right of access is found at 2 CFR 200.337 (a) and (c), which states:

a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives [including but not limited to the NHED] must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

d) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

19. The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

20. Transfer of Disciplinary Records

Title 20 USC 7197 requires that the State have a procedure to assure that a student's disciplinary records, with respect to suspensions and expulsions, are transferred by the project recipient to any public or private elementary or secondary school where the student is required or chooses to enroll. In New Hampshire, that assurance is statutory and found at RSA 193-D:8.

The relevant portions of the federal and state law appear below.

- a) **Disciplinary Records** - In accordance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g), not later than 2 years after the date of enactment of this part, each State receiving Federal funds under this Act shall provide an assurance to the Secretary that the State has a procedure in place to facilitate the transfer of disciplinary records, with respect to a suspension or expulsion, by local educational agencies to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school.
- b) **193-D:8 Transfer Records; Notice** – All elementary and secondary educational institutions, including academies, private schools, and public schools, shall upon request of the parent, pupil, or former pupil, furnish a complete school record for the pupil transferring into a new school system. Such record shall include, but not be limited to, records relating to any incidents involving suspension or expulsion, or delinquent or criminal acts, or any incident reports in which the pupil was charged with any act of theft, destruction, or violence in a safe school zone.

C. Definitions (2 CFR 200.1)

- 1) **Audit finding** - *Audit finding* means deficiencies which the auditor is required by 2 CFR 200.516 (a) to report in the schedule of findings and questioned costs.

- 2) **Management decision** - *Management decision* means the Federal awarding agency's or pass-through entity's written determination, provided to the auditee, of the adequacy of the auditee's proposed corrective actions to address the findings, based on its evaluation of the audit findings and proposed corrective actions.
- 3) **Pass-through entity** - *Pass-through entity (PTE)* means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- 4) **Period of performance** - *Period of performance* means the total estimate time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per 2 CFR 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.
- 5) **Subaward** - *Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- 6) **Subrecipient** - *Subrecipient* mean an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

School Board Certification:

I, the undersigned official representing the School Board, acknowledge that the Superintendent, or other Qualifying Administrator, as identified above, has consulted with all members of the School Board, in furtherance of the School Board’s obligations, including those enumerated in RSA 189:1-a, and pursuant to the School Board’s oversight of federal funds the District will be receiving and of the General Assurances, Requirements and Definitions for Participation in Federal Programs in said programs.

Typed Name of School Board
Chair (on behalf of the School Board)

Signature

Date

Once the document is fully executed, please upload a signed copy of these General assurances to the LEA homepage within GMS for review and approval. General assurances must be uploaded for each district applying for federal funds.



Londonderry School District Business Office

Memo

To: Dan Black
From: Lisa McKenney
Date: April 16, 2024
Re: Purchase Orders FY25

As part of our HVAC Infrastructure Bond, Londonderry Middle School, South School, and Londonderry High School are planned to receive upgrades/replacements to their HVAC mechanical systems. South School and LMS are scheduled for Summer 2024 and LHS should be complete by Summer 2025. Included in LMS and SS upgrades are control upgrades that will be supported by ENE Systems. For FY25, we are proposing to move the service agreement for these two schools to ENE Systems of NH and maintain our service agreement with Siemens for all other schools. This will allow our staff to transition to the new platform for the controls. All other schools could be moved to the new platform in the following FY26 time frame.

ENE Systems of NH - \$21,750

- Londonderry Middle School
- South School

Siemens - \$38,900

- Londonderry High School
- Londonderry High School Gym
- Matthew Thornton
- North School
- South School

The total for both contracts total \$60,650. Siemens quote for all school, FY25 was \$70,983. There will be a \$10,333. savings in FY25.

Included with the HVAC Infrastructure work at South School, the underground oil tanks will be removed and replaced with propane tanks. Our contractor EEI bid out the tank cost and we received four bids for propane tanks (which is included in EEI contract), but there is a propane purchase agreement with the quote that we are responsible for. Recommended bid award:

Rymes - \$1.549/gallon – estimated 23,308 gallons = \$36,104.09 propane cost only.

SIEMENS

PROPOSAL

Londonderry School District: Automation Service Agreement

PREPARED BY

Siemens Industry, Inc. ("Siemens")

PREPARED FOR

LONDONDERRY HIGH SCHOOL

DELIVERED ON

March 28, 2024

SMART BUILDINGS

Transforming the Everyday

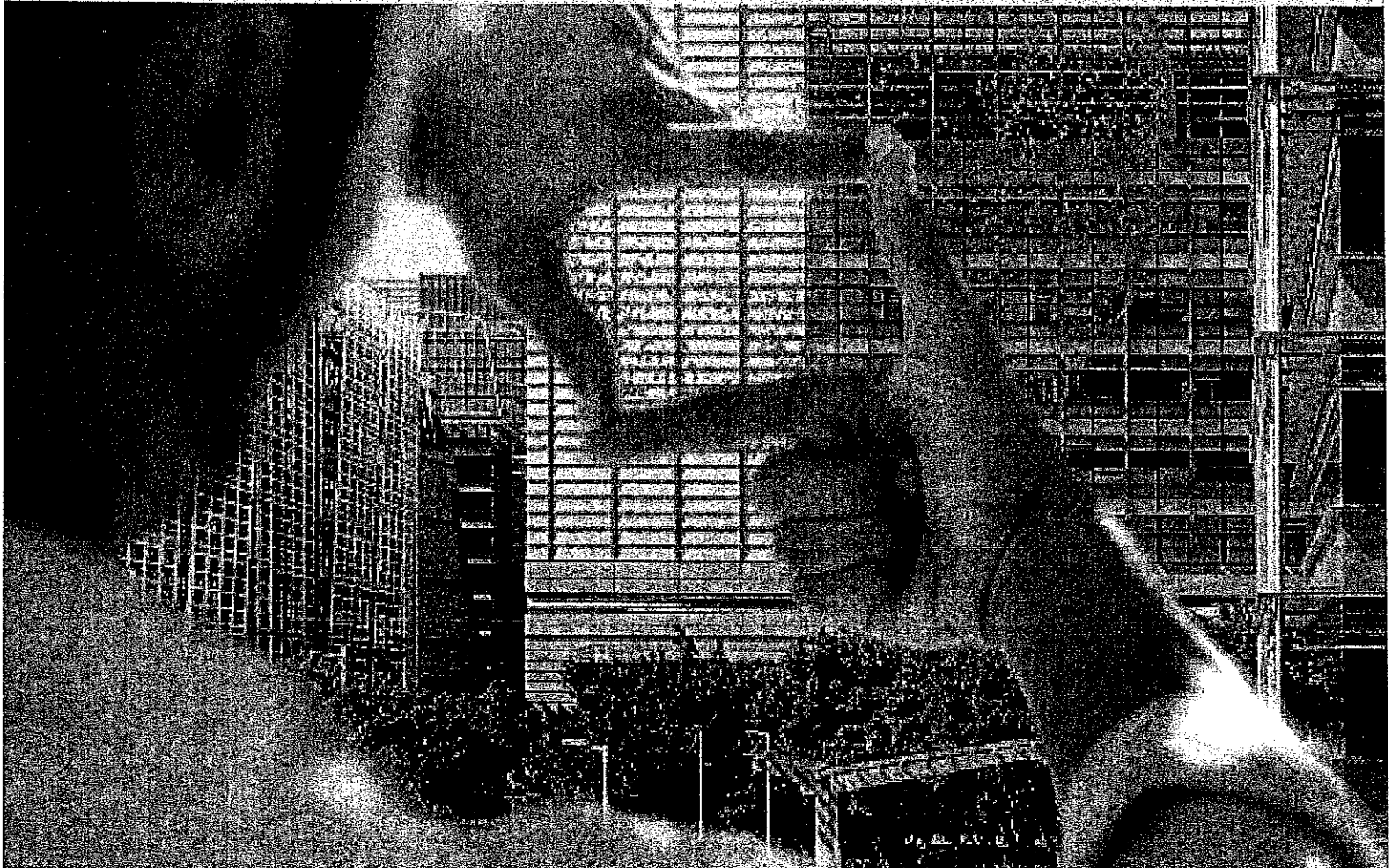


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Contact Information

Proposal #:	8706456
Date:	March 28, 2024

Sales Executive:	Tyler Daigler
Branch Address:	66 Mussey Road Scaborough , ME, 04074
Telephone:	(207) 415-0324
Email Address:	tyler.daigler@siemens.com
Customer Contact:	Lisa McKenney
Customer:	LONDONDERRY HIGH SCHOOL
Address:	295 MAMMOTH RD LONDONDERRY NH 03053-3055
Services shall be provided at:	Londonderry School District High School, High School Gym, North School, Matthew Thornton School, Moose Hill School

Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for Londonderry School District, and the services provided herein will help you in achieving your facility goals.

Services Included

Siemens will provide the following services

Service Description

- Firmware Updates
- Remote Management Services - Automation
- HVAC Equipment Sequence Verification
- Terminal Unit Performance Analysis - Remote
- Data Backup and Restore Services - Online (Backup Freq 2, Report Freq 2)
- Onsite Targeted Maintenance - BMS Health
- Remote Targeted Maintenance - BMS Health
- Advanced Maintenance Diagnostics Report
- Software Subscription Service - Desigo CC
- Customer Directed Support (40 hours)

Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

Building Services – Automation

Services that deliver the outcomes you want to achieve

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Holistic Service Program

Most buildings rely on aging infrastructure to meet the demand for increased system reliability and uptime of the equipment. In addition, buildings are growing increasingly complex, with both an influx of available data to analyze and sophisticated occupant expectations.

All of this while meeting and exceeding all health and safety expectations. These complexities affect system performance and maintenance costs and amid these pressures and changes, too many organizations embrace an outdated and reactive maintenance program.

Our unique approach is a holistic and data driven approach to identify, prioritize, and act on your BMS, HVAC Equipment, and the Network that interconnects them (End-to-End) to drive outcomes for your organization.

Scope of Services

Service Agreement Management

As a valuable customer we have assigned a service operations team to support the following activities:

- Plan and implement the service schedule
- Regularly review past performance and upcoming services
- Quality Assurance: Through implementation of our Quality Assurance process, Siemens will help to ensure that we deliver quality service. We will discuss our performance and your satisfaction with the quality of service that is being provided under the Agreement. We can discuss recommendations for changes in the service program to better meet your changing needs. We also augment this program with periodic customer satisfaction surveys of your key staff members.

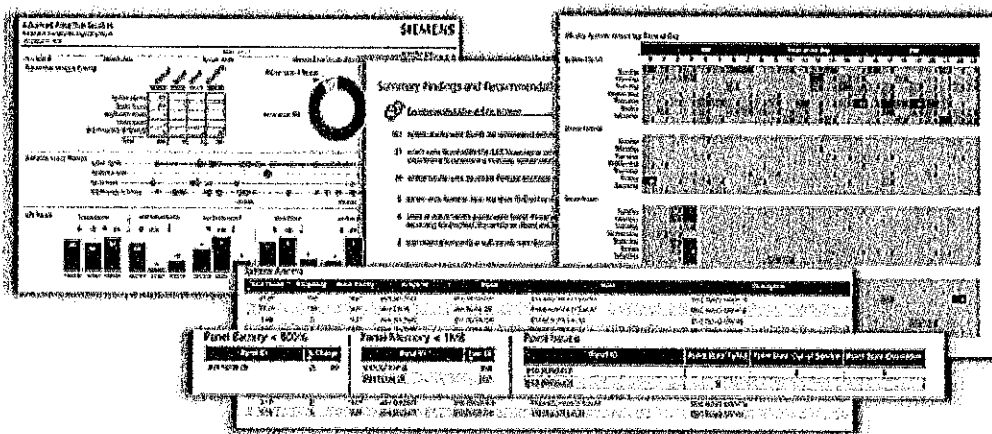
BMS Health

Optimize the health of the building management system by automating maintenance diagnostics reports to target and prioritize remote and onsite service

Advanced Maintenance Diagnostics

Through our advanced diagnostics platform, we will remotely identify system maintenance issues and provide data-driven recommended actions to address them, helping to optimize your system performance. We will seek to identify system alarms, panel failures, point failures, batteries, and memory issues as well as issues with the server performance and Windows processes and services.

Software Maintenance will be under Remote Targeted Maintenance, otherwise will be addressed as Time and Material.



Remote Targeted Maintenance

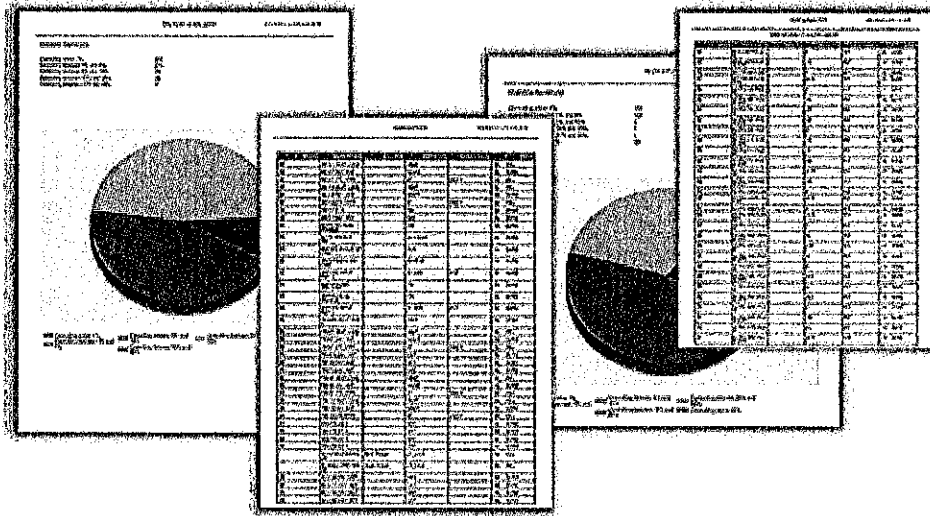
Through our resources at the Siemens Digital Services Center, Siemens will provide remote targeted maintenance services, based on customer priorities, and leverage system tools and diagnostics reporting and recommended actions to help maintain system efficiencies and helping to restore optimal conditions in the event that deficiencies are observed. This software maintenance service addresses the following system areas and/or components:

- Eliminate duplicate points
- Panel memory, out of service, or overridden
- System Alarms
- Server Health, Applications and Process Issues

Conditions that are not able to be restored above site will be brought to the customer's attention and incorporated into the next planned onsite service visit or can be addressed as a billable call.

Terminal Unit Performance Analysis

Siemens will leverage its advanced analytics tools to periodically evaluate the performance of terminal units associated with airflow issues, failed terminal unit controllers as well as issues meeting environmental conditions.



Online Data Backup & Protection

Siemens will perform scheduled database backups remotely of all graphics, reports, configurations, user information and databases, and store this information on a cloud-based secure server. If, for any reason, any of the backed-up information or data is lost from your system, Siemens can reload the information or data on-site or remotely, with your backup copy (if covered elsewhere within this service agreement). The frequency and equipment to be included as part of this service is itemized in the List of Equipment Related Services. Online backups of the SQL database, historical data, and trends are not included with the Desigo CC application backup.

Software Subscription Service -- Desigo CC

Siemens will provide you with software upgrades to your existing Siemens Desigo CC software as they are released. These upgrades include both Service Releases and all New Version Releases of Software, up to the Frequency shown in the Equipment Related Services table. Siemens will also provide corresponding support documentation outlining the features of the releases. Included is training to help to familiarize you with the new features along with their associated benefits. These updates will act to deliver the benefits of Siemens' commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Equipment Related Services. (Upgrades to PC's and related workstation hardware are excluded unless expressly included in this Agreement.)

Onsite Targeted Maintenance - BMS

Our experienced technicians will provide onsite support to help to address recommended repair actions based on system condition and customer priorities. In addition to software issues not resolved remotely, our group of experts will help to address other issues such as:

- Battery replacement
- Fail Panels, failed terminal controllers and failed points
- Hardware related issues

Firmware Updates

We will provide you with firmware and documentation updates to your existing field panels upon development. The included training will familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens commitment to compatibility by design; a commitment unique in our industry. Field panels included under this service are itemized in the List of Equipment Related Services. (Upgrades to Field Panel hardware, processors, memory boards, and related hardware are excluded unless specified elsewhere.)

Sequence verification

Siemens-trained technicians will perform functional (programmed sequences) commissioning. Any issues or deficiencies found during this testing will be brought to the attention of the District. This work will include:

- Functional Commissioning of Main Systems: The programs for hot water systems, air handler systems, and major exhaust fans will be tested to make sure they operate as programmed to ensure energy efficiency and comfort. Issues will be investigated, and a solution for repair or replacement will be brought to your attention.

On-Line Systems Troubleshooting and Diagnostics

Siemens will provide remote system and software troubleshooting and diagnostics. We will use your on-line communication equipment to enable our local office to remotely log-on to your system via Siemens cRSP secure remote connection.

Customer Directed Support (40 Hours)

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this Agreement.

Emergency Response Times – Automation

Emergency Online/Phone Response

Monday through Sunday, 24 Hours per Day System and software troubleshooting and diagnostics will be provided remotely to enable faster response to emergency service requests and to reduce the costs and disruptions of downtime. Siemens will respond within 2 hours, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency, as determined by your staff and Siemens. Where applicable, Siemens will furnish and install the necessary online service technology to enable us to remotely access into your system, through a communications protocol (internet connection or dedicated telephone line) that will be provided by the facility. Where remote access is not available to the system, Siemens will provide phone support to your staff to assist in their onsite troubleshooting and diagnosis. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched.

Emergency On-site Response

Monday through Sunday, 24 hours a day, Emergency Onsite Response will be provided as a billable service to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for emergency conditions, as determined by your staff and Siemens, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Connectivity and Communications

Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Sales Executive manages the overall strategic service plan based upon your current and future service requirements.

Remote Services Specialist is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

Client Services Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Primary Service Specialist is responsible for performing the ongoing service of your system.

Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Service Administrator is responsible for all service invoicing including both service agreement and service projects.

Terms and Conditions

Terms and Conditions (Click to download)

[Terms & Conditions](#)

(www.siemens.com/standard-terms-service)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly investment or apply a surcharge accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

To the extent applicable, the following Rider(s) are incorporated and made part of the Siemens Standard Terms and Conditions:

Riders (Click on rider below to download)

[SI Monitoring Rider](#)

(www.siemens.com/rider-monitoring)

[SI Software License Warranty](#)

(www.siemens.com/rider-software-license)

[SI Exclusions and Clarifications](#)

(www.siemens.com/rider-clarification)

Agreement Terms for Investments

Services shall be provided at:

High School, High School Gym, North School, Matthew Thornton School, Moose Hill School

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Duration (Initial Term and Renewal): This Agreement shall remain in effect for an Initial Term of 1 Periods beginning July 1, 2024. After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 5.5% or as allowed per this proposal. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2024 - Jun 30,2025	Annually (In Advance)	\$38,900.00
Investment Total			\$38,900.00

Amount Due In Advance Based On Billing Frequency

Applicable sales taxes, if included in the investment amount, are estimated only and will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2024 - Jun 30,2025	Annually (In Advance)	\$38,900.00

Proposed by:

Siemens Industry, Inc.

Company

Tyler Daigler

Name

8706456

Proposal #

\$38,900.00

Proposal Amount

March 28, 2024

Date

Accepted by:

LONDONDERRY HIGH SCHOOL

Company

Name (Printed)

Signature

Title

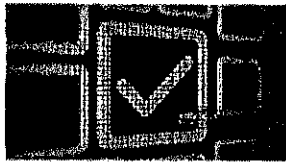
Date

Purchase Order # PO for billing/pmnt only PO not required

Siemens Service Portfolio

Advisory and Performance Services

SIEMENS
Ingenuity for Life



Manage System Operation & Compliance

Services that keep systems performing at their best, as designed and intended to operate, help you achieve:

- Optimized comfort, safety, and security
- Fulfilled regulatory requirements
- Greater transparency into critical systems
- Reduced operating risk

Facility Assessment & Planning

In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program

Test & Inspection

Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks

Preventive Services

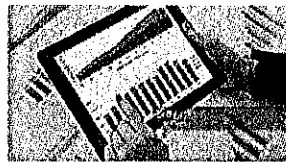
Services performed on a regular schedule or based on data analytics to verify and improve system state

Documentation Management

Management of critical building system and compliance information, with organization and access determined by your needs

Corrective Services

Immediate response to system failures or faults to restore functionality and integrity to desired state



Optimize Performance & Productivity

Enhance building performance with innovative solutions that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

Optimization Planning

Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies

Predictive Services

Systems are audited and inspected to detect abnormalities or faults, with recommendations provided and/or corrective actions taken

System Improvement & Integration

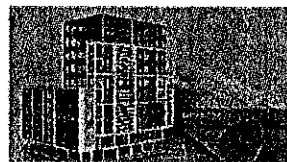
Enhancements or additions to your current system to increase staff productivity, system performance, and operational energy efficiencies

Training & Operational Support

Training, coaching, and on-site support to increase staff productivity and knowledge

Monitoring Services

On-site, and/or remote resources monitor system events and alarms, and take appropriate action



Protect Lifecycle Investment

Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:

- Extended system life
- Maximized return on investment
- Realized benefits of new technology

Technology Planning

Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments

System Updates / Upgrades

Software upgrades and firmware updates are provided, delivering the most current technology and functionality

System Migration / Modernization

Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels

Retrofits & Extensions

Modifications are made to existing systems to accommodate changes to your facility usage and footprint

New Installation Services

Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance



Enhance Energy Management & Sustainability

Increase the value and competitiveness of buildings and infrastructure by delivering solutions that:

- Conserve energy
- Maximize efficiency
- Minimize operating costs
- Reduce environmental impact

Energy & Sustainability Master Planning

Strategy and planning services provide a detailed master plan to provide budget transparency, enable improved performance and sustainability, reduce energy consumption, and minimize operational costs

Energy Conservation

Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption

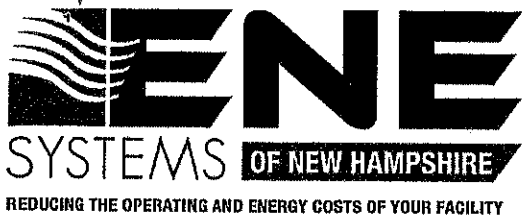
Energy Production & Storage

Using innovative design and simulation tools, energy production and storage solutions improve energy efficiency, energy availability, security of supply, and carbon reduction

Energy Procurement

With advanced procurement technologies and beneficial contract terms, the tailored procurement and supply services reduce costs, reduce risks, and create certainty

Digital Services



TECHNICAL SUPPORT AGREEMENT

Agreement Number: 27119

Proposal Date: 3/28/2024

BY AND BETWEEN:

ENE SYSTEMS OF NH.
155 River Road Unit #10
Bow, NH 03440

CLIENT:

LONDONDERRY SCHOOLS
6A Kitty Hawk Landing
Londonderry, NH03053

This proposal is firm for thirty (30) days and shall include the Terms & Conditions and Schedule(s) attached herein:

- Schedule A - Type of Service Plan
Attachment 1 - Energy Management & Control System Service
- Schedule B - Scheduled Maintenance Schedule
- Schedule C - List of Serviced Equipment
- Schedule D - Miscellaneous Conditions
- Schedule E - Charges, Rates, & Pricing Terms

Scope of Services:

Annual (Once in the Spring or once in the Fall, dates to be determined in cooperation with Londonderry Schools) test and inspection, technical support, and software services (as listed on attached Schedules A and B) for the Energy Management and Control System located at:

LONDONDERRY MIDDLE SCHOOL
SOUTH SCHOOL

Services Shall Commence/Term:

This agreement shall commence upon the approval of this document and shall continue for a term of **one (1) year(s)**.



Charges:

This agreement shall be billed in advance (as listed on attached Schedule E) and is due and payable upon the Client's receipt of invoice. The annual charge for each year is: **\$21,750.00.**

Billing Schedule: **Quarterly.**

ENE SYSTEMS OF NH

Submitted by:

Richard Olson
Name

Signature Date

Title

LONDONDERRY SCHOOLS

Name

Signature Date

Title

TERMS & CONDITIONS

1.0 General Provisions:

- 1.1 Unless stated otherwise, the services provided under this agreement shall be provided during ENE Systems of NH normal business hours. Normal business hours are Monday through Friday, 7:00 A.M. to 5:00 P.M. inclusive, excluding holidays.
- 1.2 The Client shall provide reasonable means of access to the equipment being serviced. ENE Systems of NH shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. ENE Systems of NH shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the Client's representative.
- 1.3 This agreement, when accepted in writing by the Client and approved by an authorized ENE Systems of NH representative, shall constitute the entire agreement between the two (2) parties.

2.0 Charges:

- 2.1 For services not covered by this agreement but performed by ENE Systems of NH upon the Client's authorization, the Client agrees to pay ENE Systems of NH upon presentation of itemized invoice(s) at ENE Systems of NH prevailing rates.
- 2.2 If emergency service is requested by the Client and inspection does not reveal any defect for which ENE Systems of NH is liable under this agreement, the Client will be charged at ENE Systems of NH prevailing rates.
- 2.3 Unless otherwise specified, this agreement will commence on the date indicated for the term of **one (1) year(s)** and shall continue from year to year until terminated. Either party may terminate this agreement by giving written notice to the other no later than thirty (30) days prior to the anniversary date. The agreement price may be adjusted on its anniversary date based on prevailing labor and material costs.

3.0 Limitations of Liability:

- 3.1 ENE Systems of NH shall not be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. **IN NO EVENT SHALL ENE Systems of NH BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, OR CONSEQUENTIAL OR SPECULATIVE DAMAGES.**
- 3.2 ENE Systems of NH shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.
- 3.3 ENE Systems of NH shall not be required to make replacements or repairs necessitated by reason of negligence, abuse, misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
- 3.4 The agreement presupposes that all equipment is in satisfactory working order. ENE Systems of NH will inspect the equipment within thirty (30) days of when the agreement takes effect and will advise the Client of any equipment found to be in need of repair. ENE Systems of NH will provide the Client with a written estimate of the cost of repairs. If the Client does not authorize ENE Systems of NH to make the repairs or if the Client does not have the work performed, the equipment will be eliminated from coverage and the agreement price will be adjusted. There may be some equipment which, for reasons beyond ENE Systems of NH control, cannot be inspected before this agreement takes effect. ENE Systems of NH will inspect such equipment on the first available visit.
- 3.5 The amount of any present or future sales, use, occupancy excise, or other tax (federal, state, or local) which ENE Systems of NH hereafter shall be obligated to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.
- 3.6 If the equipment or software included under this agreement is altered, modified, or changed by a party other than ENE Systems of NH, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly.
- 3.7 It is understood that the provisions of this agreement apply only to the systems and equipment covered herein. Repair or replacement of non-maintainable parts of the system such as ductwork, boiler shell and tubes, unit cabinets, boiler re-factory material, electrical wiring, hydronic and pneumatic piping, structural supports, etc., is not included under the agreement.
- 3.8 Following twelve (12) months of service or any time thereafter, if individual item(s) cannot, in ENE Systems of NH opinion, be properly repaired on-site because of excessive wear or deterioration, ENE Systems of NH, Inc. may withdraw the item(s) from coverage upon ninety (90) days prior written notice.
- 3.9 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire.

TYPE OF SERVICE PLAN

ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

Primary Services:

- System and Service Review.** ENE Systems Inc will hold an annual formal review with your staff to discuss the services performed during the past year and to recommend improvements and options to enhance system performance, resolve operational problems, and to meet your changing needs and objectives.
- Scheduled Maintenance.** Maintenance shall be performed per the attached Schedule B to optimize the system effectiveness. Scheduled maintenance visits will occur **TWO** time(s) per year at no additional charge.
- Software Maintenance.** ENE Systems of NH will furnish and install manufacturer's software revisions to maintain or improve present performance within the functional capabilities of your system. New software products shall be available for sale.
- Database Protection.** ENE Systems of NH will protect your database by periodically saving this information and maintaining a copy on our premises. Database backups will be performed **TWO** time(s) per year.
- Telephone/On-line Support.** Technical experts will assist you, via the telephone and or on-line via owner provided internet access, to identify and resolve operational problems.
- On-Line Service.** ENE Systems of NH will provide you with on-line assistance to troubleshoot your system and resolve operational problems. *ENE Systems of NH will furnish and install the necessary on-line equipment to enable our personnel to remotely log-in to your computer system via a regular voice grade telephone line. Unless stated otherwise, this equipment will remain the property of ENE Systems of NH. The Client is responsible for telephone line installation and costs.*
- System and Service Log.** ENE Systems of NH will provide a log for you to document concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of this log.
- Documentation.** All scheduled and unscheduled service visits will be documented by a work order form, listing materials used and hours spent. All work orders will be signed by an authorized Client representative to verify all work completed. For your staff's convenience, copies of all work orders and our service agreement scope will be kept in your System and Service Log.
- Operator Training.** ENE Systems of NH will provide up to **4** hours of on-site annual operator(s) training.

TYPE OF SERVICE PLAN

ENERGY MANAGEMENT & CONTROL SYSTEM SERVICE

Premium Services

- Component Repair and Replacement.** ENE Systems of NH will repair or replace failed components with new or reconditioned components of compatible design to minimize obsolescence and maintain system integrity at no additional charge. Exchanged parts shall become the property of ENE Systems of NH, Inc. (see Schedule D for special conditions).
- Business Day Service.** Service repair calls covered by this agreement shall be made five (5) days a week, during normal business hours at no additional charge (see Schedule D for special conditions).
- Premium Time Emergency Service.** Emergency repair calls covered by this agreement shall be made seven (7) days a week, twenty-four (24) hours a day at no additional charge (see Schedule D for special conditions).
- Service Pager.** The Client shall have access to telephone support, via ENE Systems of NH service pager, twenty-four (24) hours a day seven (7) days a week, at no additional charge.
- On-Site Service.** ENE Systems of NH shall provide an on-site Service Technician for **zero (0)** hours per week, at no additional charge, to provide assistance to the Clients' staff.

SCHEDULED MAINTENANCE SCHEDULE

ENERGY MANAGEMENT & CONTROL SYSTEM

COMPREHENSIVE TEST & INSPECTION

Verify and Check Operators Display

- Current Date and Time
- Tests:
 - Memory
 - Real-Time Clock
 - Serial Port(s)
 - Parallel Port(s)
 - Video
 - Input Devices
- Verify and Check System Configuration:
 - Processor
 - Base Memory
 - Extended Memory
 - Expanded Memory
 - Video Adapter
 - Clock/Calendar
 - Parallel Port(s)
 - Serial Port(s)

Software and Communications

- Check Software Operation
- Check Local Communications / Modem(s)
- Check Controller(s) Configuration

Controller(s)

- Verify and Check:
 - Operation
 - Communications
 - Digital Output(s)
 - Digital Input(s)
 - Analog Output(s)
 - Analog Input(s)
 - Extended Module(s)

Field Devices

- Verify and Check:
 - Temperature Sensor(s)
 - Humidity Transmitter(s)
 - Pressure Switches/Transmitter(s)
 - Level Transmitter
 - Air Flow Switches
 - Duct Humidity High Limit Switches
- Verify and Check:
 - Relay(s)
 - Valve Actuator(s)
 - Damper Actuator(s)
 - Transducer(s)
 - Current Switches
- Verify and Check:
 - Variable Frequency Drive Operation

LIST OF SERVICED EQUIPMENT

The following control equipment shall be serviced by ENE Systems of NH under this agreement:

- **Londonderry Middle School:**
 - Web panel / Global controller
 - Boiler plant and associated pumps.
 - H & V units
 - Air Handling units
 - Heat Recovery units
 - Baseboard Heat
 - Unit Heaters and Cabinet Unit Heaters
 - Reheat coils
 - Exhaust Fans
 - Associated devices such as relays, space temperature sensors, OSA sensors, immersion sensors, current sensors etc., used for control and/or status feedback by the controllers.

- **Londonderry South School:**

- Web panel / Global controller
- Boiler Plant including pumps.
- Roof Top units
- Air Handling units
- Blower Coil units
- MUA
- Reheat coils.
- Baseboard Heat
- Radiant Heat
- Unit Heaters and Cabinet Unit Heaters
- Exhaust Fans
- Associated devices such as relays, space temperature sensors, OSA sensors, immersion sensors, current sensors etc., used for control and/or status feedback by the controllers.

MISCELLANEOUS CONDITIONS

Special Conditions:

This agreement excludes any internal controls associated with the individual HVAC equipment, such as factory installed and/or manufacturer supplied internal control modules, not associated with the Energy Management and Control System(s).

Premium Services:

CHARGES, RATES, & PRICING TERMS

Charges:

- The **ANNUAL** billing shall be: **\$ 21,750.00**

Rates:

The following list contains the Customer Preferred labor rates that shall be used for services, provided by ENE Systems of NH that are requested by the Client for services not included in this agreement:

- **Technician (M-F 7:00 A.M. to 5:00 P.M.),** **\$ 105.00 per hour.**
- Technician (M-F After 5:00 P.M. & Saturday), **\$ 157.50 per hour.**
- Technician (Sunday & Holidays), **\$ 157.00 per hour.**

- Engineering (M-F 8:00 A.M. to 5:00 P.M.), **\$ 105.00 per hour.**
- Engineering (M-F After 5:00 P.M. & Saturday), **\$ 157.50 per hour.**
- Engineering (Sunday & Holidays), **\$ 157.50 per hour.**

Pricing:

Additional parts and materials, requested by the Client, shall be available to the Client at a discount of list price less 50%, less 10%.

Rymes

Propane & Oil
PO Box 2948
Concord, NH 03302

www.rymes.com

March 18, 2024

Energy Efficient Investments
Mr. Mike Davey, Energy Efficient Investments
19D Star Drive
Merrimack, NH 03054

Dear Mike,

Rymes Propane & Oil is pleased to offer propane to South Elementary School in Londonderry at a fixed price of \$1.549 for the 2024-2025 school year. This price would take effect upon completion of the propane tank farm installation and remain firm through June 30, 2025. After June 30, 2025, we can offer the South Elementary School a fixed price based on prevailing market conditions.

Supply Agreement:

This proposal is contingent upon South Elementary School entering into a two-year supply agreement with Rymes Propane & Oil.

Please note that any future duty, tax, or fee required by any municipal, state, or federal agency will be added to your pricing. This proposal is valid through April 15, 2024. Pricing is subject to change after that date.

Best regards,

Kerry Mattson
Rymes Propane & Oil
603-393-8310

	Londonderry South School	Rymes	Fuel NRG	Suburban	Eastern
1	Local NFPA 58 and local codes	Yes	Yes	Yes	Yes
2	1000 Gallon ASME tanks (LS to own)	5	5	5	5
3	Anode Bags	Yes	Yes	Yes	Yes
4	Dome Manifold	Yes	Yes	Yes	Yes
5	Regulators	Yes	Yes	Yes	Yes
6	Burial marking tape	Yes	Yes	Yes	Yes
7	Tank tie downs	Yes	Yes	Yes	Yes
8	Bollards	Yes	14	32	Yes
9	Gas valves	Yes	Yes	Yes	Yes
10	Gas piping exterior	Yes	Yes	Yes	Yes
11	Excavation - hole	No	No	No	No
12	Excavation - trenching	No	No	No	No
13	Excavation - sand	No	No	No	No
14	Excavation - backfill	No	No	No	No
15	Excavation - material removal	No	No	No	No
16	Excavation - Concrete pad	No	No	No	No
17	Excavation - Asphalt cutting	No	No	No	No
18	Excavation - Asphalt repair	No	No	No	No
19	Fencing for tanks	No	No	No	No
20	Landscaping	No	No	No	No
21	Fuel supply agreement	1 year	1 year	1 year	1 year
22	Year 1 fuel 2024 - 2025	\$1,549 or 2 year at 1.70	\$1,549 per gal	\$1,999 per gal	\$1.65 per gal.
23	Year 2 fuel 2025 - 2026	MKT.	None	None	None
24	Based on Gallons	23,308	23,308	23,308	4,000
25					
	Propane 1 year	35,894.32	36,104.09	46,592.69	38,458.20
	Tanks/lines/regulators	42,500.00	60,034.00	69,394.85	39,762.22
	Excavation				
		78,394.32	96,138.09	115,987.54	78,220.42



Londonderry School District Business Office

Memo

To: Dan Black
From: Lisa McKenney/Kim Carpinone
Date: March 19, 2024
Re: Policy Updates

The following policies have been reviewed and we are recommending new adoptions, amendments, reviews, and rescinds. As we update policies, we are also updating the coding of the policies to be consistent with NH School Board Association policy structure. We have reviewed our current policies and are recommending the following:

SECTION A – FOUNDATIONS AND BASIC COMMITMENTS:

ABA – Volunteer Involvement – amend policy as noted (2nd reading). Previous policy, “Community Involvement in Decision Making” to have first reading in K Section-School/Community.

***ACN – Nursing Mothers Accommodations** - new policy that is required by statute. This policy does not change current practices, but formalizes our practices into policy as required by statute. (3rd reading)

AD – Educational Philosophy – amend policy as noted. Only change is to delete a policy reference that no longer exists. (3rd reading)

***ADB – Drug-Free Workplace and Drug Free Schools** - new policy which consolidates two outdated policies as required by law and updates the codification of the policy for consistency. (3rd reading)

Rescind: GBK-Employee Use or Abuse of Drugs and Alcohol - included in ADB – (3rd reading)

GBKA – Drug-free Workplace - included in ADB – (3rd reading)

***ADC – Tobacco Product Ban Use & Possession In and On School Facilities** - new policy which replaces an outdated policy as required by law. Also updates the codification of the policy for consistency. (3rd reading)

Rescind: GBKB – Tobacco Products Ban - included in ADC (3rd reading)

AE – School District Goals and Objectives – rescind policy and replace with same language under Policy ADA. This will align the coding with best practices. (1st reading)

ADA – School District Goals and Objectives – Policy re-coded with language the same (1st reading)

Rescind: AG – Accomplishment Reporting to the Public – policy not recommended (3rd reading)

SECTION D – FISCAL MANAGEMENT:

***DAF – Administration of Federal Grants**-This required policy currently is adopted as a procedure to our purchasing policy. Adopting it as a policy puts it in compliance with state requirements. There is no change in the wording except for updating some of the policy cross references. (3rd reading)

Rescind: DBG – Budget Hearings-policy not recommended (3rd reading)
DBH – Budget Adoption Procedures – policy not recommended (3rd reading)

DBC – Budget Preparation – amend as recommended (3rd reading)

Rescind: DBE - Determination of Budget Priorities-included in DBC (3rd reading)
DBF – Development of Budget Recommendations – included in DBC (3rd reading)

DBI – Budget Implementation – new policy - recommended policy to adopt (3rd reading)

SECTION K – SCHOOL-COMMUNITY HOME RELATIONS

KCB – Community Involvement in Decision Making – Duplicate language in policy - previously coded ABA. (1st reading)

***Policy Required by Law**

VOLUNTEER INVOLVEMENT

~~The School board recognizes that the public has vast resources of training and experience useful to schools. The strength of the local school district is in large measure advisory purposes and to the degree that these resources are involved in supporting the improvement of the local educational program.~~

~~The Board shall encourage the involvement of citizens both as individuals and as groups to act as advisers and resource people in ways such as the following:~~

- ~~1. In the development of philosophy statements for the guidance of the professional staff in each school.~~
- ~~2. In the identification of, and the development of, the objectives of the course study.~~
- ~~3. In the assessment of, and the evaluation of, the educational program.~~
- ~~4. In recommending methods of enhancing classroom instruction through the use of laypersons whose specific talents might complement the instructional process.~~
- ~~5. In solving specific problems.~~
- ~~6. In serving as advisory people to curriculum development projects.~~

~~— The advice of the public will be given careful consideration. In the evaluation of such contributions, the first concern will be for the educational program as it affects the pupils. The final decision may depart from this advice when in the judgment of the staff and the Board such advice is not consistent with goals adopted by the Board, current educational practice, or within the reach of the financial resources available.~~

The Board shall encourage the involvement of citizens to fulfill the mission of the schools through such means as hearings, surveys, informational meetings, etc., where the Board may hear and evaluate community opinions as it conducts its responsibilities.

LONDONDERRY SCHOOL BOARD

Adopted: January 3, 1989

1st Reading to Amend: March 19, 2024

2nd Reading to Amend: April 16, 2024

COMMUNITY INVOLVEMENT IN DECISION MAKING

The School board recognizes that the public has vast resources of training and experience useful to schools. The strength of the local school district is in large measure advisory purposes and to the degree that these resources are involved in supporting the improvement of the local educational program.

The Board shall encourage the involvement of citizens both as individuals and as groups to act as advisers and resource people in ways such as the following:

1. In the development of philosophy statements for the guidance of the professional staff in each school.
2. In the identification of, and the development of, the objectives of the course study.
3. In the assessment of, and the evaluation of, the educational program.
4. In recommending methods of enhancing classroom instruction through the use of laypersons whose specific talents might complement the instructional process.
5. In solving specific problems.
6. In serving as advisory people to curriculum development projects.

The advice of the public will be given careful consideration. In the evaluation of such contributions, the first concern will be for the educational program as it affects the pupils. The final decision may depart from this advice when in the judgment of the staff and the Board such advice is not consistent with goals adopted by the Board, current educational practice, or within the reach of the financial resources available.

LONDONDERRY SCHOOL BOARD
1st Reading to Adopt: April 16, 2024

NURSING MOTHERS ACCOMMODATIONS

A. Statement of Purpose

The District provides a supportive environment as to time and place for students and employees (collectively “nursing mothers). Subject to the terms and exceptions set forth in this policy, the District will accommodate the needs of nursing mothers by providing reasonable times and suitable spaces for nursing mothers to nurse during school and work hours for one year after the birth of the child. Nursing for purposes of this policy will include expression of milk by manual or mechanical means.

No nursing mother will be discriminated against for nursing or nursing related activities as provided in this policy, and reasonable efforts will be made to assist nursing mothers in meeting their infant feeding goals while at work or school.

B. Accommodation Notice and Plans

A nursing or expectant mother should contact the building principal or employee’s supervisor at least two weeks before the need for nursing accommodations arises. The District will endeavor to meet the break and space needs of each nursing mother. However, when ordinary accommodations (as discussed below) will create undue hardship to the operations of the school/workplace, the District will work with the nursing mother to determine whether other acceptable accommodations may be made. Such other accommodations could include such items as a change in work/class assignments, or schedules. When acceptable accommodations are unattainable, the building principal or other administrator working with the nursing mother should consult with the District’s Human Resource Director.

A nursing accommodation plan should be revisited upon the nursing mother’s request, or at least every three months, with adjustments made to the accommodations for breaks as nursing needs change.

C. Reasonable Time to Express Milk during the School Day

Absent other accommodations as established under Section B, above, a nursing mother will have a minimum of three opportunities (“nursing period”) during a work or school day, at agreed upon intervals (which should include flexibility as appropriate and practicable) for the purpose of nursing or to address other needs relating to nursing. An employee or student can use usual break and meal periods if she chooses.

A nursing mother who is an hourly employee will not be paid during nursing periods unless either (a) the nursing period falls during a regular paid break (e.g., a paid lunch), or she is not completely relieved of duties during the nursing break.

D. Suitable Private Areas for Nursing

Nursing mothers will be provided with a private place, other than a bathroom, in each school district building in which a nursing mother spends her working or school day. The nursing area:

1. May be temporary or permanent.
2. Shall be shielded from view and free from intrusion by other persons, including without limitation other staff or students;
3. Shall be within a reasonable walk to the nursing mother's workstation or classroom unless otherwise agreed by the nursing mother;
4. Have at a minimum an electrical outlet and a chair if feasible;
5. Have a sink with running water if feasible, or be in proximity to one;
6. Have a refrigerator for breast milk storage if feasible, or be in proximity to one; and
7. Shall be cleaned regularly by District staff assigned to that duty.

E. Nursing Mother Responsibilities

Nursing mothers will:

1. Provide at least two weeks advance notice of the need for nursing accommodations, preferably prior to their return to school following the birth of the child. This will allow school administrators the opportunity to establish a location and work out scheduling issues.
2. Maintain the nursing area by wiping down surfaces with antibacterial wipes so the area is clean for the next user.
3. Provide their own supplies as is necessary.

F. Prohibited conduct

Any intentional act which violates a nursing mother's privacy, aims to frustrate a nursing mother's intentions to use the nursing facilities, or constitutes harassment on account of a nursing mother's needs or breastfeeding status is prohibited, and shall be treated as violation of the applicable code of conduct, with possible disciplinary consequences and may constitute sexual harassment and reported to the Title IX Coordinator.

G. Dissemination of policy

This policy shall be printed or summarized in applicable employee and student handbook. For employees, if the handbook is not provided at the time of hire, then the District will provide a copy of this policy at the time of hire.

Legal References:

RSA 275:78-83 Policies Relating to Nursing Mothers
 20.U.S.C. 1681, et seq Title IX of the Education Amendments of 1972
 42 U.S.C. 2000gg Pregnant Worker Fairness Act ("PWFA")
 42 U.S.C. 218d Pump for Nursing Mothers Act ("PUMP Act")

LONDONDERRY SCHOOL BOARD

1st Reading to Adopt: March 19, 2024

2nd Reading to Adopt: April 2, 2024

3rd Reading to Adopt: April 16, 2024

EDUCATIONAL PHILOSOPHY

The School Board believes that education should be shaped by purposes rather than forces. Therefore, the educational system of this District, while maintaining flexibility in adapting to an ever-changing society, will be dedicated to the implementation of its vision and mission statements.

Our Shared Vision

The Londonderry School District will provide appropriate individualized academic, social, emotional, and physical learning opportunities in order to establish a dynamic foundation for quality education and continued student growth.

Our Mission

Our mission is to provide all students with the vision, skills, and knowledge necessary to maximize their individual potential. Central to this accomplishment is the collaboration among all shareholders and disciplines so that students can become contributing members of society and appreciate that learning is a life-long process.

In essence, mutual responsibility and accountability of the District, parents, community members and students is "Giving Wings to Children's Dreams!"

See Policy IA – INSTRUCTIONAL GOALS

LONDONDERRY SCHOOL BOARD

Adopted: January 3, 1989

Amended: April 12, 2005

1st Reading to Amend: March 19, 2024

2nd Reading to Amend: April 2, 2024

3rd Reading to Amend: April 16, 2024

DRUG-FREE WORKPLACE AND DRUG-FREE SCHOOLS

A. Drug-Free Workplace

1. All District workplaces are drug- and alcohol-free. All employees and contracted personnel are prohibited from:
 - a. Unlawfully manufacturing, dispensing, distributing, possessing, using, or being under the influence of any controlled substance or drug while on or in the workplace, including employees possessing a "medical marijuana" card.
 - b. Distributing, consuming, using, possessing, or being under the influence of alcohol while on or in the workplace.
2. For purposes of this policy, a "controlled substance or drug" means and includes any controlled substance or drug defined in the Controlled Substances Act, 21 U.S.C. § 812(c), or New Hampshire Controlled Drug Act RSA 318-B.
3. For purposes of this policy, "workplace" shall mean the site for the performance of work and will include at a minimum any District building or grounds owned or operated by the District, any school-owned vehicle, and any other school-approved vehicle used to transport students to and from school or school activities. It shall also include off-school property during any school-sponsored or school-approved activity, event, or function such as a field trip or athletic event where students are under the jurisdiction, care, or control of the District.
4. As a condition of employment, each employee and all contracted personnel will:
 - a. Abide by the terms of this policy respecting a drug- and alcohol-free workplace, including any administrative rules, regulations or procedures implementing this policy; and
 - b. Notify his or her supervisor of his or her conviction under any criminal drug statute, for a violation occurring on District premises or while performing work for the District, no later than five (5) days after such conviction.
5. In order to make employees aware of dangers of drug and alcohol abuse, the District will endeavor to:
 - a. Provide each employee with a copy of the District drug- and alcohol-free workplace policy;
 - b. Post notice of the District drug- and alcohol-free workplace policy in a place where other information for employees is posted;

- c. Establish a drug-free awareness program to educate employees about the dangers of drug abuse and drug use in the workplace, the specifics of this policy, including, the consequences for violating the policy, and any information about available drug and alcohol counseling, rehabilitation, reentry, or other employee-assistance programs.

B. District Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action; up to and including termination of employment. Alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse, employee-assistance rehabilitation program.

The Board will take disciplinary action with respect to an employee convicted of a drug offense in the workplace, within thirty (30) days of receiving notice of a conviction. Should District employees or contracted personnel be engaged in the performance of work under a federal contract or grant, or under a state contract or grant, the Superintendent will notify the appropriate state or federal agency from which the District receives contract or grant moneys of an employee/contracted personnel's conviction, within ten (10) days after receiving notice of the conviction.

The processes for disciplinary action shall be those provided generally to other misconduct for the employee/contractor personnel as may be found in applicable collective bargaining agreements, individual contracts, School Board policies, contractor agreements, and or governing law. Disciplinary action should be applied consistently and fairly with respect to employees of the District and/or contractor personnel as the case may be.

C. Drug-Free School Zone

Pursuant to New Hampshire's "Drug-Free School Zone" law (RSA Chapter 193-B), it is unlawful for any person to manufacture, sell prescribe administer, dispense, or possess with intent to sell, dispense, or compound any controlled drug or its analog, within a "drug-free school zone". The Superintendent is directed to assure that the District is and remains in compliance with the requirements of RSA 193-B, I, and N.H. Ed. Part 316 with respect to establishment, mapping, and signage of the drug-free zone around each school of the District.

D. Implementation and Review

- a. The Superintendent is directed to promulgate administrative procedures and rules necessary and appropriate to implement the provisions of this policy.

- b. In order to maintain a drug-free workplace, the Superintendent will perform a biennial review of the implementation of this policy. The review shall be designed to (i) determine and assure compliance with the notification requirements of section A.5.a, b, and d; (ii) determine the effectiveness of programs established under paragraph A.5.c above; (iii) ensure that disciplinary sanctions are consistently and fairly enforced; and (iv) and identify any changes required, if any.

Legal References:

RSA Chapter 193-B Drug Free School Zones

NH Administrative Code, Ed. Part 316 Procedure to mark drug-free school zones

41 U.S.C. 101, et. Seq. Drug-free workplace requirements for Federal contractors, and Federal grant recipients.

LONDONDERRY SCHOOL BOARD

1st Reading to Adopt: March 15, 2024

2nd Reading to Adopt: April 2, 2024

3rd Reading to Adopt: April 16, 2024

EMPLOYEE USE OR ABUSE OF DRUGS AND ALCOHOL

The Londonderry School District wishes to provide a drug-free work atmosphere for its employees and therefore prohibits the use or abuse of all drugs and alcohol in the workplace.

Prohibitions and Standards

No employee shall unlawfully possess, use, distribute, or be under the influence of alcohol in the workplace.

1. On property or premises owned by the Londonderry School District.
2. Attending school district sponsored or supervised activities.
3. In any school district owned or leased vehicle.
4. Engaged in (or going to or from) school district activities.
5. At any employee workplace or station.

Exceptions

1. This policy is not intended to prevent possession of a controlled substance obtained from a physician through a prescription.
2. Alcohol use permitted by the Londonderry School Board at designed social events.

Sanctions

If any employee violates the term of this policy (or) is convicted of violating a criminal drug statute:

1. Appropriate personnel action will be taken against that employee which may range from a written reprimand to termination and/or referral for prosecution.
2. The district may require that such employee satisfactorily participate in a drug abuse assistance or rehabilitation program. Any employee undergoing such treatment shall be removed from his/her position until he/she has successfully completed the treatment program.

The school district shall provide to those individuals currently employed (and all other employees upon employment) a copy of this policy.

LONDONDERRY SCHOOL BOARD

Adopted: June 4, 1991

1st Reading to Rescind: March 19, 2024

2nd Reading to Rescind: April 2, 2024

3rd Reading to Rescind: April 16, 2024

DRUG-FREE WORKPLACE

The Londonderry School Board shall provide a drug-free workplace for its employees. Toward that end, the School Board certifies that it shall:

1. Notify all employees in writing that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the district's workplace and specify that actions that will be taken against employees for violation of such prohibitions.
2. Establish a drug-free awareness program to inform employees about the dangers of a drug abuse in the workplace; and available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the statement as required.
4. Notify the employee in the required statement that, as a condition of employment under the grant, the employee will abide by the terms of the statement, and will notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Notify the federal agency within ten (10) days after receiving notice from an employee or otherwise receiving notice of such conviction.
6. Take one of the following actions within thirty (30) days of receiving notice with respect to an employee who is so convicted; take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a federal, state or local health, law enforcement, or other appropriate agency.
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

LONDONDERRY SCHOOL BOARD

Adopted: March 5, 1991

1st Reading to Rescind: March 19, 2024

2nd Reading to Rescind: April 2, 2024

3rd Reading to Rescind: April 16, 2024

TOBACCO PRODUCTS BAN USE & POSSESSION IN AND ON SCHOOL FACILITIES

State law prohibits the use of any tobacco product, E-cigarette, or liquid nicotine in any facility or upon any grounds maintained by the District. Students and minors are further prohibited from possessing such items in or upon any facility, school vehicle, or grounds owned or maintained by the District.

A. **Definitions.** *These definitions shall also include any amendments to the referenced statutes as the same may be amended or replaced from time to time.*

"Tobacco product(s)" means any product containing tobacco including, but not limited to, cigarettes, smoking tobacco, cigars, chewing tobacco, snuff, pipe tobacco, smokeless tobacco, and smokeless cigarettes, as well as any other product or item included in RSA 126-K:2, XI.

"Device" means any product composed of a mouthpiece, a heating element, a battery, and electronic circuits designed or used to deliver any aerosolized or vaporized substance including, but not limited to, nicotine or cannabis. Device may include, but is not limited to, hookah, e-cigarette, e-cigar, e-pipe, vape pen, e-hookah, as well as any other object or item defined in RSA 126-K:2, II-a.

"E-cigarette" means any electronic smoking device composed of a mouthpiece, a heating element, a battery, and electronic circuits that *may or may not contain* nicotine or e-liquid. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, or e-pipes, or under any other product name as well as any other product or item included in RSA 126-K:2, II-b.

"E-liquid" means any liquid, oil, or wax product containing, but not limited to, nicotine or cannabis intended for use in devices used for inhalation as well as any other substance included or defined in RSA 126-K:2, II-c.

"Liquid nicotine" means any liquid product composed either in whole or in part of pure nicotine and propylene glycol and manufactured for use with e-cigarettes, as well as any other product or item included in RSA 126-K:2, III-a.

"Facility" is any place which is supported by public funds and which is used for the instruction of students enrolled in preschool programs and in all grades maintained by the District. This definition shall include all administrative buildings and offices and areas within facilities supportive of instruction and subject to educational administration, including, but not limited to, lounge areas, passageways, rest rooms, laboratories, classrooms, study areas, cafeterias, gymnasiums, maintenance rooms, and storage areas.

B. **Students**

No student shall purchase, attempt to purchase, possess, or use any tobacco product, **device**, E-cigarette, **E-liquid**, or liquid nicotine in any facility, in any school vehicle or

- C. anywhere on school grounds maintained by the District.
- D. Enforcement of the prohibition against students shall initially rest with building principals, or their designees, who may also report any violation to law enforcement, for possible juvenile, criminal or other proceedings as provided under state law. Additional consequences may be administered pursuant to printed student conduct rules.

E. **Employees**

No employee shall use any tobacco product, **device**, E-cigarette, **E-liquid**, or liquid nicotine, in any facility, in any school vehicle or anywhere on school grounds maintained by the District.

Initial responsibility for enforcement of this prohibition shall rest with building principals, or their designees. Any employee(s) who violate(s) this policy is subject to disciplinary action which may include warning, suspension, or dismissal. Violations may also be referred to appropriate law enforcement and/or other appropriate agencies for criminal or other proceedings as provided under state law.

F. **All other persons**

No visitor, contractor, vendor or other member of the public, shall use any tobacco product, **device**, E-cigarette, **E-liquid**, or liquid nicotine in any facility, in any school vehicle, or anywhere on school grounds maintained by the District.

The building principal(s), and where appropriate, other site supervisor (athletic director, vehicle driver, etc.), or their designee(s), shall have the initial responsibility to enforce this section, by requesting that any person who is violating this policy to immediately cease the use of tobacco products, E-cigarette or liquid nicotine. After this request is made, if any person refuses to refrain from using such products in violation of this policy, the principal, site supervisor, or designee may call contact the appropriate law enforcement agency(ies) for possible criminal or other proceedings as provided under state law.

G. **Implementation and Notice - Administrative Rules and Procedures.**

The Superintendent shall establish administrative rules and procedures to implement this policy, which rules and procedures may be building level and/or district-wide. Rules and procedures relating to student violations and resulting disciplinary consequences should be developed in consultation with building principal(s).

The Superintendent, working with the building principal(s), shall provide annual notice to employees, students, and parents of the pertinent provisions of this policy (e.g., student or staff handbook) along with applicable administrative regulations and procedures, which may include prescribed consequences for violations of this policy. Such notice should include information that violation of this Policy could lead to criminal or other such proceedings.

Signs shall be placed by the District in all buildings, facilities and school vehicles stating that the use of tobacco products is prohibited.

Legal References:

RSA 126-K:2 Definitions

RSA 126-K:7 Use of Tobacco Products on Public Educational Grounds Prohibited

RSA 126-K:6 Possession and Use of Tobacco Products by Minors

RSA 155:64-77 Indoor Smoking Act

LONDONDERRY SCHOOL BOARD

1st Reading to Adopt: March 19, 2024

2nd Reading to Adopt: April 2, 2024

3rd Reading to Adopt: April 16, 2024

REQUIRED

TOBACCO PRODUCTS BAN

USE AND POSSESSION IN AND ON SCHOOL FACILITIES AND GROUNDS

*USE OF TOBACCO PRODUCTS STRICTLY PROHIBITED IN/ON
ALL SCHOOL FACILITIES AND/OR GROUNDS*

No person shall use any tobacco product in any facility maintained by the School District, nor any of the grounds of the District.

“Tobacco products” means cigarettes, cigars, snuff, smokeless tobacco, smokeless cigarettes, products containing tobacco, and tobacco in any form.

“Facility” is any place which is supported by public funds and which is used for the instruction of students enrolled in preschool programs and in all grades maintained by the District. This definition shall include all administrative buildings and offices and areas within facilities supportive of instruction and subject to educational administration, including, but not limited to, lounge areas, passageways, restrooms, laboratories, classrooms, study areas, cafeterias, gymnasiums, maintenance rooms, and storage areas.

The District shall place signs in all buildings, facilities, and Schools Vehicles, stating that the use of tobacco products is prohibited.

It is the responsibility of the building Principal(s), or designee, to initially enforce this policy by requesting that any person who is violating this policy immediately cease the use of tobacco products. After this request is made, if any person refuses to refrain from using tobacco products in violation of this policy, the Principal or designee may call the local police who shall then be responsible for all enforcement proceedings and applicable fines and penalties. If an employee or student refuses to refrain from using tobacco products in violation of this policy, Administration will impose disciplinary action in accordance with the student discipline policy or the employee’s respective collective bargaining agreement.

LONDONDERRY SCHOOL BOARD

Adopted: October 6, 1998

1st Reading to Rescind: March 19, 2024

2nd Reading to Rescind: April 2, 2024

3rd Reading to Rescind: April 16, 2024

SCHOOL DISTRICT GOALS AND OBJECTIVES

The goals of the Londonderry Public Schools are to accept responsibility for the development of each child toward adulthood who stand confidently, participate fully, learn continually, and contribute meaningfully to our society.

It is the desire of the School Board to achieve the following overall goals in the governance and operation of the school system:

1. To provide an educational program and instructional arrangement which will permit each child to develop to his full potential.
2. To provide each student with the information and skills necessary to cope with a rapidly changing world.
3. To encourage the development of meaningful interpersonal relationships among students, staff, and community.
4. To ensure that staff, students and parents are afforded opportunities for participation in the development and evaluation of programs and policies.
5. To strive for maximum efficiency in the use of district resources to meet goals and objectives of the various program and services.
6. To provide for the best possible school staff, including both professional and support personnel.

LONDONDERRY SCHOOL BOARD

Adopted: January 3, 1989

1st Reading to Rescind: April 16, 2024

SCHOOL DISTRICT GOALS AND OBJECTIVES

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6. To provide for the best possible school staff, including both professional and support personnel.

LONDONDERRY SCHOOL BOARD

1st Reading to Adopt: April 16, 2024

ACCOMPLISHMENT REPORTING TO THE PUBLIC

In order to demonstrate the Schools Board's commitment to achieving its goals and objectives as set forth in Policy AE, it is necessary that the Board regularly report the status of the school district to the public. Therefore, the Londonderry School Board establishes the following policy:

1. to make public the results of standardized testing;
2. to make public the findings of study committees; and
3. to make public any other information regarding the status of the school district.

LONDONDERRY SCHOOL BOARD

Adopted: January 3, 1989

1st Reading to Rescind: March 19, 2024

2nd Reading to Rescind: April 2, 2024

3rd Reading to Rescind: April 16, 2024

ADMINISTRATION OF FEDERAL GRANTS

This Administration of Federal Grant Funds Manual governs the procurement and purchase of property, goods, and services using any Federal award, as well as other requirements applicable to the administration of Federal grant funds as set forth in the Uniform Administrative Requirements for Federal Awards issued by the U.S. Office of Management and Budget (“OMB”). Those requirements, which are commonly known as Uniform Grant Guidance (“UGG”), are found in Title 2 of the Code of Federal Regulations (“CFR”) part 200. This manual consists of the following sections:

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NOTICE: Notwithstanding any other policy of the Londonderry School District, all funds awarded directly or indirectly through any Federal grant or subsidy programs shall be administered in accordance with this manual.

OVERVIEW

The School Board (“Board”) of the Londonderry School District (the “District”) accepts available federal funds when there is a specific need for them and if required matching funds are available. The Board intends to administer federal grant awards efficiently, effectively and in compliance with all requirements imposed by law, the awarding agency and the New Hampshire Department of Education (NHDOE) or other applicable pass-through entity.

This manual establishes the minimum standards regarding internal controls to be used by the District in the administration of any Federal awards¹ received by the District as required by applicable NH and Federal laws or regulations, including, without limitation, the UGG. This manual, in combination with the District’s other written internal controls and policies is intended to comply with all applicable Federal requirements including, without limitation, the requirement that the District must (1) use its own documented procurement procedures which reflect applicable federal, state, and local laws and regulations and (2) maintain written standards of conduct covering conflicts of interest—real and perceived—for staff engaged in the selection, awarding, or administration of a contract. 2 CFR § 200.318(a), (c).

Wherever this manual, as amended or supplemented, and the District’s other written internal controls are inconsistent with applicable Federal laws or rules, or the terms and conditions of a Federal award, the provisions of the applicable Federal laws, rules, or award terms and conditions shall control.

A. Designation of Purchasing Agent

The Board designates the Superintendent or his/her designee, acting singly, as the “Purchasing Agent.” The Purchasing Agent shall be responsible for developing, updating and supplementing as needed, and implementing this manual and other internal controls over Federal awards as necessary in order to provide reasonable assurances that the District is managing the awards in compliance with all applicable requirements, including Federal statutes, regulations, and the terms and conditions of the Federal award. 2 CFR § 200.303.

The Purchasing Agent shall ensure that all individuals responsible for the administration of any Federal award received by the District shall be provided sufficient training to carry out their duties in accordance with all applicable requirements and this manual.

B. Performance Standards

Systems and controls shall be based on best practices and must meet all requirements of federal law and regulation and local policy, including but not limited to the following. The District’s systems and internal controls must:

¹ A “Federal award” is any federal financial assistance (including cost-reimbursement contracts) that the District receives either directly from a federal agency or indirectly from a pass-through entity such as the New Hampshire Department of Education (NHDOE). 2 CFR § 200.38. Most, but not all, federal awards received by the District are subject to the UGG. To confirm whether a federal award is subject to the UGG, review the terms and conditions of the applicable grant agreement or cooperative agreement and the applicability provisions of the UGG, codified at 2 CFR § 200.101.

1. Provide for identification, in its accounts, of all Federal awards received and expended and their program source. Federal program and award identification must include, as applicable, the CDFA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
 2. Maintain accurate, current, and complete financial data in accordance with OMB-approved standard information collections and disclosure of the financial results of the Federal award or program in accordance with UGG reporting requirements.
 3. Provide for records sufficient to track the receipt and use of Federal awards, as required by general and program-specific terms and conditions and that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
 4. Trace funds to a level of expenditures adequate to establish that such funds have been used according to applicable Federal statutes, regulations, and the terms and conditions of the Federal award.
 5. Provide effective control over, and accountability for, all funds, property, and other assets to ensure they are adequately safeguarded and used only for authorized purposes.
 6. Provide for comparisons of expenditures with budget amounts for each Federal award.
 7. Report deviations from budget or project scope or objective, and request prior approvals from the Federal awarding agency for budget and program revisions in accordance with 2 CFR § 200.308, unless such prior approvals are waived by the Federal awarding agency.
 8. Maintain written procedures to implement Federal payment requirements and for determining the allowability of costs in accordance with the UGG and the terms and conditions of the Federal Award.
 9. Provide for effective mechanisms to (i) evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of Federal awards; (ii) take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and (iii) take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the District considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
 10. Maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts and purchase orders.
 11. Maintain written standards of conduct covering conflicts of interest and governing the actions of the District's employees engaged in the selection, award, and administration of contracts.
- 2 CFR §§ 200.301, 200.302, 200.303, 200.308, 200.318.

DAF-1 ALLOWABILITY

The Purchasing Agent is responsible for the efficient and effective administration of federal awards through the application of sound management practices. Federal awards shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the federal award. 2 CFR § 200.400(a), (b).

A. Cost Principles

The total cost of a Federal award is the sum of the allowable direct and allocable indirect costs, less any applicable credits. 2 CFR § 200.402. Except whether otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

1. Be “necessary” and “reasonable” for the performance of the federal award and be allocable thereto under the cost principles set forth herein. 2 CFR § 200.403(a).
 - a. Reasonable Costs. A cost is “reasonable” if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. To determine whether a cost is “reasonable”, consideration must be given to:
 - i. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the federal award;
 - ii. The restraints or requirements imposed by such factors as: sound business practices, arm’s-length bargaining, Federal, State, local, and other laws and regulations, and terms and conditions of the federal award;
 - iii. Market prices for comparable goods or services for the geographic area;
 - iv. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the District, its employees, its students, the public at large, and the federal government; and
 - v. Whether the cost represents a significant deviation from the District’s established practices or Board policies regarding the incurrence of costs, which may unjustifiably increase the federal award’s cost.2 CFR § 200.404.
 - b. Necessary Costs. Federal regulations do not provide specific descriptions of what satisfies the “necessary” element beyond its inclusion in the reasonableness analysis above. Whether a cost is necessary is usually determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need and can prove it. When determining whether a cost is “necessary,” consideration should be given to whether:
 - i. The cost is needed for the proper and efficient performance of the federal award;
 - ii. The cost is identified in the approved budget or application;
 - iii. There is an educational benefit associated with the cost;

- iv. The cost aligns with identified needs based on results and findings from a needs assessment; and
 - v. The cost addresses program goals and objectives and is based on program data.
- c. Allocable Costs. A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This standard is met if the cost (i) is incurred specifically for the federal award; (ii) benefits both the federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; and (iii) is necessary to the overall operation of the District and is assignable in part to the federal award in accordance with the cost principles herein. 2 CFR § 200.405(a).

Note: Special cost-allocation rules apply if services (such as motor pools, computer centers, purchasing, accounting, etc.) are provided to operating agencies on a centralized basis and for interagency services. See 2 CFR §§ 200.416, 200.417.

Note: Under any given Federal award, the reasonableness and allocability of certain items of costs may be difficult to determine. In order to avoid subsequent disallowance or dispute based on unreasonableness or nonallocability, the District may seek the prior written approval of the cognizant agency for indirect costs or the Federal awarding agency in advance of the incurrence of special or unusual costs. Prior written approval should include the timeframe or scope of the agreement. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that element, unless prior approval is specifically required for allowability, as set forth in 2 CFR § 200.407.

- 2. Conform to any limitations or exclusions set forth in these cost principles or in the terms and conditions of the federal award as to types or amount of cost items. 2 CFR § 200.403(b).
- 3. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District. 2 CFR § 200.403(c).
- 4. Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the federal award as an indirect cost. 2 CFR § 200.403(d).
- 5. Be determined in accordance with generally accepted accounting principles (GAAP), except as otherwise provided herein or in 2 CFR part 200. 2 CFR § 200.403(e).
- 6. Be representative of actual cost, net of all applicable credits or offsets.
 - a. Applicable Credits. The term “applicable credits” refers to those receipts or reductions of expenditures that offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; insurance refunds or rebates; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the District relate to the allowable costs, they shall be credited to the Federal award either as a cost reduction or a cash refund, as appropriate. 2 CFR § 200.406(a).
- 7. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program in either the current or a prior period. 2 CFR § 200.403(f).
- 8. Be adequately documented. 2 CFR § 200.403(g).

- a. In the case of personal services, the Purchasing Agent shall implement a system for District personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated.
- b. In the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

B. Selected Items of Cost

The District shall follow the rules for selected items of cost in Subpart E of the UGG when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District and program-specific rules, including the terms and conditions of the Federal award, may deem a cost as unallowable and District personnel shall follow those rules as well.

1. Compensation – personal services. Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 CFR § 200.431 Compensation – fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of the UGG, and that the total compensation for individual employees:
 - a. Is reasonable for the services rendered, conforms to the District's established written policy, and is consistently applied to both Federal and non-Federal activities;
 - b. Follows an appointment made in accordance with the District's written policies and meets the requirements of Federal statute, where applicable.
 - c. Is determined and supported as provided in the Standards for Documentation of Personnel Expenses, in subpart DJF-A-9.

2 CFR § 200.430(a).

C. Cost Compliance

The Purchasing Agent shall ensure that federal awards are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant.

D. Determining Whether A Cost is Direct or Indirect

Note: There is no universal rule for classifying certain costs as either direct or indirect under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect cost in order to avoid possible double-charging of Federal awards. 2 CFR § 200.412.

1. Direct Costs. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. 2 CFR § 200.413(a).
 - a. Typical Examples of Direct Costs. Direct costs may include: salaries and fringe benefit costs of employees working directly on the federal award; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific federal award; and infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program).
2. Indirect Costs. "Indirect costs" (also known as facilities & administrative (F&A) costs) are those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. 2 CFR § 200.56.
 - a. Typical Examples of Indirect Costs. Indirect costs may include: general data processing, human resources, utility costs, maintenance, and accounting costs.
 - b. Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.
 - c. The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all the following conditions are met:
 - i. Administrative or clerical services are integral to a project or activity;
 - ii. Individuals involved can be specifically identified with the project or activity;
 - iii. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency; and
 - iv. The costs are not also recovered as indirect costs.2 CFR § 200.413(c).
 - d. Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.
 - e. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect costs. Indirect cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived. 2 CFR § 200.56.
3. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. 2 CFR § 200.413(a).

4. Identification with the federal award (rather than the nature of the goods and services involved) is the determining factor distinguishing direct from indirect costs of federal awards. 2 CFR § 200.413(b).
5. Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by NHDOE or the Federal awarding agency.

E. Timely Obligation of Funds

“Obligations” are orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the District during the same or a future period. 2 CFR § 200.71.

1. Typical Examples of Obligations. The following are examples of when funds are determined to be “obligated” under applicable regulation of the U.S. Department of Education:

When the obligation is for:

- a. Acquisition of property – on the date which the District makes a binding written commitment to acquire the property.
- b. Personal services by an employee of the District – when the services are performed.
- c. Personal services by a contractor who is not an employee of the District – on the date which the District makes a binding written commitment to obtain the services.
- d. Public utility services – when the District received the services.
- e. Travel – when the travel is taken.
- f. Rental of property – when the District uses the property.
- g. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E – Cost Principles – on the first day of the project period.

F. Period of Performance

All obligations must occur on or between the beginning and ending dates of the federal award. This period of time is known as the period of performance. 2 CFR § 200.77.

The District may charge to the federal award only allowable costs incurred during the period of performance (except as described in 2 CFR § 200.461 – publication and printing costs) and any costs incurred before the federal awarding agency made the award that were authorized by the agency. 2 CFR § 200.309.

The period of performance is dictated by statute and will be indicated in the Grant Award Notification (“GAN”). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period of carry over. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is substantially approved, unless an agreement exists with NHDOE or the pass-through entity to reimburse for pre-approval expenses.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all obligations incurred under the award not later than forty-five (45) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consistently, the District shall closely monitor grant spending throughout the grant cycle.

DAF-2 CASH MANAGEMENT AND FUND CONTROL

Payment methods must minimize the time elapsed between the drawdown of federal funds and the disbursement of those funds by the District, whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means. 2 CFR § 200.305.

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the Purchasing Agent shall implement internal controls in the area of cash management, consistent with the requirements of the UGG and the awarding agency or pass-through entity, including without limitation the following requirements.

A. Forms and Procedures

The District shall use forms and procedures required by the NHDOE, the Federal awarding agency, or other pass-through entity to request payment.

B. Payments

The District shall request grant fund payments in accordance with the provisions of the Federal award. Unless otherwise required in the Federal award, the Purchasing Agent is authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate by the Purchasing Agent when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r). 2 CFR § 200.305(b)(2)(ii).

When the District uses a cash advance payment method,² the following standards shall apply:

1. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement by the District for direct program or project costs and the proportionate share of any allowable indirect costs. 2 CFR § 200.305(b)(1).

² Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

2. The District shall make timely payment to contractors in accordance with contract provisions. 2 CFR § 200.305(b)(1).
3. To the extent available, the District shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. 2 CFR § 200.305(b)(5).
4. The District must be able to account for the receipt, obligation and expenditure of funds. 2 CFR § 200.305(7)(i).
5. Advance payments must be deposited and maintained in insured accounts whenever possible. 2 CFR § 200.305(7)(ii).
6. Advance payments must be maintained in interest bearing accounts unless the following apply:
 - a. The District receives less than \$120,000 in Federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.2 CFR § 200.305(b)(8).
7. The District may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System ("PMS") through an electronic medium using either Automated Clearing House ("ACH") network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:
 - a. For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
 - b. For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

c. For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency

Name (abbreviated when possible) and ALC Agency POC: Michelle Haney, (301) 492-5065

d. If the District does not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox: HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

e. Additional information/instructions may be found on the PMS Web site at www.dpm.psc.gov.

2 CFR § 200.305(9).

C. Program Income

The District may earn income to defray program costs where appropriate. 2 CFR § 200.307(a). Unless otherwise specified in the Federal awarding agency's regulations or the terms and conditions of the Federal award, ordinarily program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the District did not anticipate at the time of the Federal award must be used to reduce the Federal award and the District's contributions rather than to increase the funds committed to the project. 2 CFR § 200.307(e).

DAF-3 PROCUREMENT

A. General Procurement Principles

1. Compliance with Applicable Law. Procurement of all supplies, materials, equipment, and services paid for from Federal awards or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal award, and District policies and procedures. See 2 CFR § 200.318(a). Specifically, except as otherwise noted, procurement transactions shall also conform to the provisions of the District's written general purchase Policy DJB ("Purchasing Procedures"). The Board will not approve any expenditure for an unauthorized purchase or contract.
2. Procurement and Contract Administration System. The Purchasing Agent shall maintain a procurement and contract administration system in accordance with the UGG requirements (2 CFR § 200.318-.326, as applicable) for the administration and management of Federal awards and Federally-funded programs. The contract administration system shall require contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. Full and Open Competition. All procurements must be conducted in a manner that provides full and open competition. Real or perceived unfair advantages will be avoided. Accordingly, the District will not (i) place unreasonable requirements on firms or vendors to qualify for a procurement, (ii) require unnecessary experience or use excessive bonding, (iii) use noncompetitive pricing practices between firms or affiliated companies, (iv) allow organizational conflicts of interest, (v) specify a "brand name" product without allowing firms or vendors to offer an equal alternate product, or (vi) allow any arbitrary action in the procurement process. To ensure objective contractor performance and eliminate unfair competitive advantage, firms or vendors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals must be excluded from competing for such procurements. 2 CFR § 200.319(a).
4. Responsible Contractors. The District must award contracts only to responsible contractors who are able to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. 2 CFR § 200.318(h).
5. Fostering Economy and Efficiency. The District must avoid purchasing unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase, and to using federal surplus equipment and property. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. To foster greater economy and efficiency, consideration should also be given to: (i) entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services, (ii) using federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs, and (iii) using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. 2 CFR § 200.318(d)-(g).

6. Geographical Preferences Prohibited. The District must conduct procurements so as to prohibit the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except (i) where applicable federal statutes expressly mandate or encourage geographic preference or (ii) when contracting for architectural and engineering (A/E) services, so long as its application leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project. 2 CFR § 200.319(b).
7. Clear and Accurate Technical Requirements. The District must have written selection procedures for procurements that incorporate a clear and accurate description of the technical requirements for the goods or services to be procured, identify all requirements which offerors must fulfill, and identify all other factors to be used in evaluating solicitations. Technical descriptions (i) must not, in competitive procurements, contain features which unduly restrict competition; (ii) may include a statement of the qualitative nature of the goods or services to be procured; (iii) when necessary, must set forth those minimum essential characteristics and standards to which goods or services must conform if they are to satisfy their intended use; (iv) should avoid detailed product specifications if possible; and (v) may use a “brand name or equivalent” description as a means to define performance or other salient requirements of procurement when it is impractical or uneconomical to make a clear and accurate description of the technical requirements (the specific features of the named brand which must be met by offerors must be clearly stated). 2 CFR § 200.319(c).
8. Prequalified Lists. The District must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the District must not preclude potential bidders from qualifying during the solicitation period. 2 CFR § 200.319(d).

B. Procurement Methods and Thresholds

The District must use one of the following methods of procuring goods or services:

1. Micro-purchases (less than \$10,000)³

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold. To the extent practicable, the Purchasing Agent must distribute micro-purchase equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Purchasing Agent considers the price to be reasonable. 2 CFR §§ 200.67, 200.320(a).

2. Small Purchases (\$250,000 or less)⁴

³ The micro-purchase threshold is periodically adjusted for inflation.

⁴ The simplified acquisition threshold is periodically adjusted for inflation.

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that do not cost more than the federal simplified acquisition threshold. Such small purchases may be made using simple, informal procurement methods and without requiring sealed bids. If small purchase procedures are used, the Purchasing Agent must obtain price or rate quotations from an adequate number of qualified sources. The Purchasing Agent must document any price or rate quotes received, whether written or oral. 2 CFR §§ 200.88, 200.320(b).

3. Sealed Bids (over \$250,000)

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which exceed the simplified acquisition threshold or for procuring construction (including when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility), the cost of which will exceed the simplified acquisition threshold.

- a. In order for sealed bidding to be feasible, the following conditions should be present:
 - i. A complete, adequate, and realistic specification or purchase description is available;
 - ii. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and
 - iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- b. If sealed bids are used, the following requirements apply:
 - i. Bids must be solicited in accordance with the provisions of State law and Policy DJE. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for the opening of bids. The invitation to bid must be publicly advertised.
 - ii. The invitation for bids must include product/contract specifications and pertinent attachments and must define the items and/or services required in order for the bidder to properly respond.
 - iii. All bids will be opened at the time and place prescribed in the invitation for bids. Bids must be opened publicly.
 - iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is best. Payment discounts may only be used to determine the best bid when prior experience indicates that such discounts are usually taken advantage of.
 - v. The Board reserves the right to reject any and all bids if there is a sound documented reason.
 - vi. Bid protests shall be handled pursuant to the process set forth in DJF-A-3.

2 CFR §§ 200.88, 200.320(c).

4. Competitive Proposals (a.k.a. Requests for Proposals; over \$250,000)

For purchases in excess of the simplified acquisition threshold, when conditions are not appropriate for the use of sealed bids because the goods or services sought cannot be defined or specified such that bids will not be comparable, the Purchasing Agent must issue a request for proposals ("RFP") to solicit the goods or services. Typically, the RFP seeks proposals that are evaluated qualitatively such that price is not the primary evaluation criterion.

If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
- b. Proposals must be solicited from an adequate number of sources.
- c. The District must use a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort. 2 CFR §§ 200.88, 200.320(d).

5. Noncompetitive Proposals (Sole Source); Emergencies.

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; and/or
- d. After solicitation of a number of sources, competition is determined to be inadequate.

The Purchasing Agent must document the basis for the sole source procurement by documenting the basis for any exigency or emergency, obtaining express authorization from the federal awarding agency or pass-through entity, or demonstrating a good faith effort on the part of the District to solicit proposals from a number of sources. 2 CFR §§ 200.320(f), 200.324(b)(2).

C. Additional Procurement Requirements

1. Purchases Over \$25,000

efirm or vendor, the Purchasing Agent shall use the System for Award Management (SAM) at www.sam.gov to search for the firm or vendor by name, tax identification number, or another characteristic to make sure that the firm or vendor has not been suspended or debarred from performing federally funded work. 2 CFR § 200.300; 2 CFR § 180.220.

Documentation that debarment/suspension was queried must be retained for each covered transaction as part of the documentation required under DJF-A-3. This documentation should include the date(s) queried and copy(ies) of the SAM result report/screen shot, or a copy of the or certification from the vendor. It should be attached to the payment backup and retained for future audit review.

2. Purchases Over the Simplified Acquisition Threshold

The following additional procedures apply to purchases exceeding the simplified acquisition threshold:

a. Cost/Price Analysis

- i. The Purchasing Agent must perform a cost or price analysis in connection with every procurement in excess of the simplified acquisition threshold, including contract modifications. The method and degree of analysis depends on the facts surrounding the particular situation, but as a starting point, the Purchasing Agent must make independent estimates before receiving bids or proposals.
- ii. The Purchasing Agent must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- iii. Costs or prices based on estimated costs for contracts under a federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable under the UGG (see DJF-A-1). The District may reference its own cost principles that comply with the federal cost principles.
- iv. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

2 CFR § 200.323.

b. Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the following bonds, or equivalent, are required:

- i. A bid guarantee from each bidder equivalent to 5% of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- ii. A performance bond on the part of the contractor for 100% of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- iii. A payment bond on the part of the contractor for 100% of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

2 CFR § 200.325.

c. Contracting with Small & Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

The Purchasing Agent must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- i. Placing qualified small & minority businesses and women’s business enterprises on solicitation lists;
- ii. Assuring that small & minority businesses and women’s business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small & minority businesses and women’s business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small & minority businesses and women’s business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be allowed, to take the affirmative steps listed in paragraphs i through v of this section.

2 CFR § 200.321.

D. Contracts Arising From Procurements

1. Contract Administrator. The Purchasing Agent shall serve as contract administrator for any contract entered into using a Federal award and, in that capacity, shall be responsible for the tasks, technical requirements, service performance, and verification that payments are in compliance with the contract.
2. Responsible Contractors. The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

3. Subrecipient and Contractor Determinations. The District must make case-by-case determinations whether each agreement it makes for the disbursement of Federal funds casts the party receiving the funds in the role of a subrecipient or a contractor. The District must make this classification using its judgment as set forth in DAF-11.

4. Suspension and Debarment.

a. Before entering into a contract between the District and a firm or vendor who is to be compensated using a Federal award or a portion thereof, the District must verify that the firm or vendor (including any principals) is not excluded or disqualified from participating in the contract by (i) checking System for Award Management (SAM), or (ii) collecting a certification from that firm or vendor, or (iii) adding a clause or condition to the contract with that firm or vendor. 2 CFR § 180.300, 180.320.

b. Before or after entering into a contract between the District and a firm or vendor who is to be compensated using a Federal award or a portion thereof, the District must notify the Federal awarding agency if the District knows or subsequently learns, due to changing circumstances, that any of the principals of the firm or vendor (i) are presently excluded or disqualified, (ii) have been convicted within the preceding three years of any of the offenses listed in 2 CFR § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period, (iii) are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed in 2 CFR § 180.800(a); or (iv) have had one or more Federal, State, or local public transactions terminated within the preceding three years for cause or default. 2 CFR §§ 180.335, 180.350.

5. Time and Materials Contracts.

The District may use a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls, and otherwise performs in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

2 CFR § 200.318(j).

6. Contract Provisions. In addition to other provisions required by the Federal agency or the District, any contract entered into between the District and a firm or vendor who is to be compensated using a Federal award or a portion thereof must contain the following contract provisions, as applicable:

- a. Remedies. Contracts for more than the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by the District, including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the District must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The District must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The District must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District must report all suspected or reported violations to the Federal awarding agency.

- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the District in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the vendor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- h. See also 2 CFR § 200.322 (Procurement of recovered materials).
2 CFR § 200.326; Appendix II to the UGG (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards).

E. Bid Protests

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. 2 CFR § 200.318(k).

Unless otherwise provided for in the solicitation documents, the District will use the following protest procedures to handle and resolve disputes relating to procurements:

1. A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request for Proposals (RFP) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Purchasing Agent within seventy-two (72) hours of the opening of the bids in protest.

2. Within five (5) days of receipt of a protest, the Purchasing Agent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.
3. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

F. Maintenance of Procurement Records

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and records regarding disbarment/suspension queries or actions. 2 CFR § 200.318(i).

DAF-4 PROCUREMENT - ADDITIONAL PROVISIONS PERTINENT TO FOOD SERVICE PROGRAM

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

A. Mandatory Contract Clauses

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.
2. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account).
3. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
4. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars.

5. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually.
6. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.
7. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

B. Contracts with Food Service Management Companies

Procedures for selecting and contracting with a food service management company shall comply with guidance provided by the NHDOE, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts.

C. “Buy American” Requirement

Under the “Buy American” provision of the National School Lunch Act (the “NSLA”), school food authorities (SFAs) are required to purchase, to the maximum extent practicable, *domestic commodity or product*. As an SFA, the District is required to comply with the “Buy American” procurement standards set forth in 7 CFR §210.21(d) when purchasing commercial food products served in the school meals programs. This requirement applies whether the District is purchasing the products directly or when the products are purchased by third parties on the District’s behalf (e.g., food service management companies, group purchasing cooperatives, shared purchasing, etc.).

Under the NSLA, “*domestic commodity or product*” is defined as an agricultural commodity or product that is produced or processed in the United States using “*substantial*” agricultural commodities that are produced in the United States. For purposes of the act, “*substantial*” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowable under this provision as territories of the United States.

1. Exceptions. The two main exceptions to the Buy American requirements are:
 - a. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 - b. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
2. Steps to Comply with Buy American Requirements. In order to help assure that the District remains in compliance with the Buy American requirement, the Food Service Director, shall
 - a. Include a Buy American clause in all procurement documents (product specifications, bid solicitations, requests for proposals, purchase orders, etc.);

- b. Monitor contractor performance;
- c. Require suppliers to certify the origin of the product;
- d. Examine product packaging for identification of the country of origin; and

7 CFR §§ 210.21, 215.14a, 220.16.

DAF-5 CONFLICT OF INTEREST AND MANDATORY DISCLOSURES

The District must comply with the requirements of State law, the UGG, and its own policies and procedures to avoid conflicts of interest and must comply with mandatory disclosures for all procurements with Federal awards. See 2 CFR § 200.318(c) and District Policies BBFA, GBI, and DJH.

The Purchasing Agent shall timely disclose in writing to the Federal awarding agency all violations of federal criminal law involving fraud, bribery, or gratuities potentially effecting any Federal award. The Purchasing Agent shall fully address any such violations promptly and notify the Board with such information as is appropriate under the circumstances.

DAF-6 INVENTORY MANAGEMENT – PROPERTY, EQUIPMENT AND SUPPLIES PURCHASED WITH FEDERAL FUNDS

Equipment, supplies and any real or personal property acquired (“property” as used in this DJF-A-6) with Federal awards will be used, managed, and disposed of in accordance with applicable state and federal requirements, including but not limited to the requirements in 2 CFR §§ 200.310-200.316 (Property Standards). Property records and inventory systems shall be sufficiently maintained to account for and track equipment that has been acquired with Federal awards. In furtherance thereof, the following minimum standards and controls shall apply to any property acquired in whole or in part under a Federal award until such property is disposed in accordance with applicable laws, regulations and Board policies:

A. “Equipment” and “Pilferable Items” Defined

For purposes of this policy, “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the District for financial statement purposes. 2 CFR § 200.33. “Pilferable items” are those items, *regardless of cost*, which may be easily lost or stolen, such as cell phones, tablets, graphing calculators, software, projectors, cameras and other video equipment, computer equipment and televisions.

B. Records

The Purchasing Agent shall maintain records that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property. 2 CFR § 200.313(d)(1).

C. Inventory

No less than once every two years, the Purchasing Agent shall cause a physical inventory of all property, equipment and pilferable items must be taken and the results reconciled with the property records at least once every two years. Inventories may be conducted more frequently, as necessary. 2 CFR § 200.313(d)(2).

D. Management Requirements

The Purchasing Agent shall develop administrative procedures and internal controls relative to property procured in whole or in part with Federal funds to:

1. Ensure adequate safeguards to prevent loss, damage, or theft of the property; Any loss, damage, or theft must be investigated;
2. Keep the property in good condition; and
3. Ensure the highest possible return through proper sales procedures, in those instances where the District is authorized or required to sell the property.

2 CFR §§ 200.313(d)(3), (4), and (5).

E. Reporting

The District must submit annually an inventory listing of Federally-owned property in its custody to the awarding agency. Upon completion of the Federal award or when the property is no longer needed, the District must report the property to the awarding agency for further Federal agency utilization. 2 CFR § 200.312(a).

DAF-7 TRAVEL REIMBURSEMENT - FEDERAL FUNDS

The Board shall reimburse administrative, professional and support employees, and school officials for travel costs incurred in the course of performing services related to official business as a federal grant recipient.

For purposes of this manual, "travel costs" shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a Federal award recipient.

School officials and District employees shall comply with applicable Board policies and administrative regulations established for reimbursement of travel and other expenses.

The validity of payments for travel costs for all District employees and school officials shall be determined by the Purchasing Agent.

Travel costs shall be reimbursed on a mileage basis for travel using an employee's personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the district's non-federally funded activities, and in accordance with the district's travel reimbursement policies and administrative regulations.

Mileage reimbursements shall be at the rate approved by the Board or Board policy for other district travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by Board policy, or, in the absence of such policy, the Federal General Services Administration reimbursement rate for Federal employees for locale where incurred.

All travel costs must be presented with an itemized, verified statement prior to reimbursement.

In addition, for any costs that are charged directly to a Federal award, the Purchasing Agent shall maintain sufficient records to justify that (i) participation of the individual is necessary to the Federal award; and (b) the costs are reasonable and consistent with Board policy.

DAF-8 ACCOUNTABILITY AND CERTIFICATIONS

All fiscal transactions must be approved by the Purchasing Agent who can attest that the expenditure is allowable and approved under the Federal award. The Purchasing Agent shall submit all required certifications. Required certifications include:

A. General Certification

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the District, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

B. Certification of Cost Allocation Plan or Indirect Cost Rate Proposal

Each cost allocation plan or indirect cost rate proposal must comply with the following:

1. A proposal to establish a cost allocation plan or an indirect cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the District, must be certified by the District using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX of the UGG. The certificate must be signed on behalf of the District by the Superintendent.
2. Unless the District has elected the option under 2 CFR § 200.414(f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the District fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the District failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

See also 2 CFR § 200.450 (Lobbying) for another required certification.

2 CFR § 415.

DAF-9 TIME AND EFFORT REPORTING / OVERSIGHT

The Purchasing Agent will establish sufficient oversight of the operations of federally supported activities to assure compliance with applicable federal requirements and to ensure that program objectives established by the awarding agency are being achieved.

A. Reporting Requirements

The District will submit all reports as required by federal or state authorities. 2 CFR § 200.328(a). Specifically, unless the Federal awarding agency grants a waiver to these requirements, the following performance reports are required:

1. Non-Construction Performance Reports. The District must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity, using OMB-approved governmentwide standard information collections. For each Federal award, performance reports will contain brief information on the following (unless other collections are approved by OMB):
 - a. A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
 - b. The reasons why established goals were not met, if appropriate.
 - c. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

2. Construction Performance Reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
3. Significant Developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the District must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - b. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
4. Reporting on Real Property. The District must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or pass-through entity, at its option, may require the District to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

2 CFR §§ 200.328(b)-(f), 200.329

B. Standards for Documentation of Personnel Expenses

(Previously known as “time and effort reporting.”) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

1. Be supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. Be incorporated into the official records of the District;
3. Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of the compensated activities;
4. Encompass both Federally assisted and other activities compensated by the District on an integrated basis;
5. Comply with the District’s established accounting policies and practices; and

6. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

2 CFR § 200.430(i).

In accordance with the Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day. 2 CFR § 200.430(i).

Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards. 2 CFR § 200.430(i).

The District will also follow any time and effort requirements imposed by NHDOE or other pass-through entity as appropriate to the extent that they are more restrictive than the Federal requirements. The Purchasing Agent is responsible for the collection and retention of employee time and effort reports. Individually reported data will be made available only to authorized auditors or as required by law.

DAF-10 GRANT BUDGET RECONCILIATION

Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes provided that: (a) the system for establishing the estimates produces reasonable approximations of the activity actually performed; (b) significant changes in the corresponding work activity (as defined by the District's written policies) are identified and entered into the records in a timely manner (short term (such as one or two months) fluctuation between workload categories need not be considered as long as the distribution of salaries and wages is reasonable over the longer term); and (c) the District's system of internal controls includes processes to review after-the-fact interim charges made to a Federal award based on budget estimates.

The District's internal controls include a process to review after-the-fact interim charges made to a Federal award based on budget estimates and ensure that all necessary adjustments are made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

2 CFR § 200.430(i).

DAF-11 CONTRACTOR AND SUB-RECIPIENT CLASSIFICATION, MONITORING AND MANAGEMENT

When entering agreements involving the expenditure or disbursements of Federal awards, the District must make a case-by-case determination whether the recipient of such federal funds is a "contractor" or "subrecipient", as those terms are defined in 2 CFR §200.23 and §200.93, respectively. Generally, "subrecipients" are instrumental in implementing the applicable work program whereas a "contractor" provides goods and services for the District's own use. The District must make this classification using its judgment based on the following factors, as well as any additional guidance supplied by the federal awarding agency:

A. Contractors

A contract is for the purpose of obtaining goods and services for the party's own use and creates a procurement relationship with the contractor. See 2 CFR § 200.22. Characteristics indicative of a procurement relationship between the District and a contractor are when the contractor (i) provides the goods and services within normal business operations; (ii) provides similar goods or services to many different purchasers; (iii) normally operates in a competitive environment; (iv) provides goods or services that are ancillary to the operation of the federal program; and (v) is not subject to compliance requirements of the federal program as a result of the agreement, though similar requirements may apply for other reasons. 2 CFR § 200.330(b).

Contractors will be subject to the District's procurement and purchasing policies (e.g., DAF-3 relative to federal grant funds, DJE relative to bidding requirements for non-federal money projects, etc.).

B. Subrecipients

A subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient. See 2 CFR § 200.92. Characteristics which support the classification of a party receiving federal funds as a subrecipient include when the party (i) determines who is eligible to receive what federal assistance; (ii) has its performance measured in relation to whether objectives of a federal program were met; (iii) has responsibility for programmatic decision making; (iv) is responsible for adherence to applicable federal program requirements specified in the federal award; and (v) in accordance with its agreement, uses the federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Under the UGG, the District is considered a "pass-through entity" in relation to its subrecipients, and as such requires that subrecipients comply with applicable terms and conditions (flow-down provisions). All subrecipients of Federal or State funds received through the District are subject to the same Federal and State statutes, regulations, and award terms and conditions as the District.

If the party receiving the funds is classified by the District as a subrecipient, the District must follow these procedures:

1. Sub-award Contents and Communication. In the execution of every sub-award, the District must ensure that (i) every subaward is clearly identified to the subrecipient as a subaward and (ii) includes the following information in the sub-award agreement:

- a. Federal award identification:
 - i. Subrecipient name (which must match the name associated with its unique entity identifier)
 - ii. Subrecipient's unique ID number (DUNS)
 - iii. Federal Award ID Number (FAIN)
 - iv. Federal award date (*see* 2 USC § 200.39)
 - v. Period of performance start and end date
 - vi. Amount of federal funds obligated
 - vii. Amount of federal funds obligated to the subrecipient
 - viii. Total amount of the Federal award
 - ix. Total approved cost sharing or match required where applicable
 - x. Project description responsive to the Federal Funding Accountability and Transparency (FFATA)
 - xi. Name of Federal awarding agency, District, and contact information for awarding official of the District
 - xii. CFDA number and name (the District must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)
 - xiii. Identification of the award is R&D
 - xiv. Indirect cost rate for the Federal award (including if the *de minimis* rate is charged per 2 CFR § 200.414)
- b. All requirements imposed by the District on the subrecipient so that the Federal award is used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.
- c. Any additional requirements that the District imposes on the subrecipient so as to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports.
- d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the District and the subrecipient or a *de minimis* indirect cost rate as defined in 2 CFR § 200.414(f).
- e. A requirement that the subrecipient permit the District and auditors to have access to the subrecipient's records and financial statements as necessary for the District to meet the requirements of 2 CFR § 200.331.
- f. Appropriate terms and conditions concerning closeout of the subaward. 2 CFR § 200.331(a)(6).

2. Subrecipient Monitoring Procedures. The Purchasing Agent is responsible for having all the District project managers monitor subrecipients. The District will monitor the activities of the subrecipient as necessary to ensure the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. 2 CFR § 200.331(c). The frequency of monitoring review will be specified in the sub-award and conducted concurrently with all invoice submission. Subrecipient monitoring procedures include:
- a. At the time of the proposal, assess the potential of the subrecipient for programmatic, financial, and administrative suitability.
 - b. Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, prior to executing a sub-award. In doing so, the District will assess:
 - i. The subrecipient's prior experience with the same or similar sub-awards.
 - ii. Results of previous audits and single audit (if applicable), including whether or not the subrecipient receives a Single Audit in accordance with Subpart F (Audit Requirements) of the UGG, and the extent to which the same or similar subaward has been audited as a major program.
 - iii. The subrecipient's new personnel or new or new or substantially changed systems.
 - iv. The extent and results of Federal awarding agency monitoring.2 CFR § 200.331(b).
 - c. Depending on the District's assessment of risk posed by the subrecipient (as described in paragraph 2.b, above), the District may apply monitoring tools to ensure proper accountability and compliance with program requirements and achievement of performance goals, including:
 - i. Providing subrecipients with training and technical assistance on program-related matters.
 - ii. Performing on-site reviews of the subrecipient's program operations;
 - iii. Arranging for agreed upon procedures engagements as described in 2 CFR § 200.425 (Audit services).2 CFR § 200.331(e).
 - d. Confirm the statement of work and review any non-standard terms and conditions of the sub-award during the negotiation process.
 - e. Monitor financial and programmatic progress and ability of the subrecipient to meet objectives of the sub-award. To facilitate this review, subrecipients are required to submit sufficient invoice detail and a progress report. The District project managers will encourage subrecipients to submit regular invoices.
 - f. Invoices and progress reports will be date stamped upon receipt if received in hard copy. A record of the date of receipt will be maintained for those invoices sent electronically.

- g. In conducting regular oversight and monitoring, the District will review financial and performance reports required by the District. Specifically, for each sub-award, the District's project manager(s) will:
 - i. Verify invoices that include progress reports.
 - ii. Review progress reports to ensure project is progressing appropriately and on schedule.
 - iii. Compare invoice to agreement budget to ensure eligibility of costs and that costs do not exceed budget.
 - iv. Review invoice to ensure supporting documentation is included and invoices costs are within the scope of work for the projects being invoiced.
 - v. Obtain report, certification and supporting documentation of local (non-federal)/in-kind match work from the subrecipient.
 - vi. Review subrecipient match tasks for eligibility.
 - vii. Initial the progress report and invoice confirming review and approval prior to payment.
 - viii. Raise any concerns to the Purchasing Agent.

2 CFR § 200.331(d)(1).
 - h. The Purchasing Agent, upon recommendation from the project's manager, will approve the invoice payment and will initial invoices confirming review and approval prior to payment.
 - i. Payments will be withheld from subrecipients for the following reasons:
 - i. Insufficient detail to support the costs billed;
 - ii. Unallowable costs;
 - iii. Ineligible costs; and/or
 - iv. Incomplete work or work not completed in accordance with required specifications.
 - j. Verify that every subrecipient is audited in accordance with 2 CFR part 200, Subpart F – Audit Requirements when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501. 2 CFR § 200.331(f)
3. Subrecipient Project Files. Subrecipient project files will contain, at a minimum, the following:
- a. Project proposal
 - b. Project scope
 - c. Progress reports
 - d. Interim and final products

- e. Copies of other applicable project documents as required, such as copies of contracts or MOUs
4. Audit Requirements. All subrecipients are required to annually submit their audit and Single Audit report to the District for review to ensure the subrecipient has complied with good accounting practices and federal regulations. If a deficiency is identified, the District will:
- a. Issue a management decision on audit findings pertaining to the Federal award. 2 CFR §§ 200.331(d)(3), 200.521.
 - b. Consider whether the results of audits or reviews indicate conditions that necessitate adjustments to the District's own records. 2 CFR § 200.331(g).
5. Methodology for Resolving Findings and Deficiencies. The District will work with subrecipients to resolve any findings and deficiencies pertaining to the Federal award. To do so, the District will follow up on deficiencies identified through audits, on-site reviews, provision of basic technical assistance, and other means of assistance as appropriate. 2 CFR § 200.331(c)(2).

If a subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the District may impose additional conditions, as described in 2 CFR § 200.207 (Specific conditions). 2 CFR §§ 200.331(c), 200.338.

The District will only consider taking enforcement action against non-compliant subrecipients in accordance with 2 CFR § 200.338 when noncompliance cannot be remedied by imposing additional conditions. 2 CFR §§ 200.331(h), 200.338. Enforcement may include taking any of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency
- b. Disallow (that is, deny both use of funds and any matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the sub-award.
- d. Recommend to the Federal awarding agency that it initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
- e. Withhold further Federal awards for the project or program.
- f. Take other remedies that may be legally available.

2 CFR § 200.338.

DAF-12 CLOSEOUT AND RECORD RETENTION**A. Closeout Requirements**

The Federal awarding agency or pass-through entity will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the District. This section specifies the actions District must take to complete this process at the end of the period of performance.

1. The District must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested by the District.
2. Unless the Federal awarding agency or pass-through entity authorizes an extension, the District must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. The District must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the District for use in other projects. See OMB Circular A-129; 2 CFR § 200.345 (Collection of amounts due) for requirements regarding unreturned amounts that become delinquent debts.
4. The District must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 CFR §§ 200.310-.316, 200.329.

2 CFR § 200.343.

B. Retention Requirements for Records

Financial records, supporting documents, statistical records, and all other District records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or the District in the case of a subrecipient. The only exceptions are the following:

1. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the District is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
3. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
4. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the District.

5. Records for program income transactions after the period of performance. In some cases, the District must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the District's fiscal year in which the program income is earned.
6. Indirect cost rate proposals and cost allocations plans. This section applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - a. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - b. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

2 CFR § 200.333.

C. Methods for Collection, Transmission and Storage of Information

Whenever practicable, the District will collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. 2 CFR § 200.335.

LONDONDERRY SCHOOL BOARD

1st Reading to Adopt: March 19, 2024

2nd Reading to Adopt: April 2, 2024

3rd Reading to Adopt: April 16, 2024

BUDGET HEARINGS

At least one public hearing will be scheduled by the school board, to be held after the budget has been adopted by the Board and prior to the Annual School District Meeting.

The purpose of the hearing will be to inform the community of the school district's proposed budget; provide a review of the budget; and provide a forum for discussion with the community.

LONDONDERRY SCHOOL BOARD

Adopted: June 21, 1982

Reviewed/Readopted: September 12, 1989

1st Reading to Rescind: March 19, 2024

2nd Reading to Rescind: April 2, 2024

3rd Reading to Rescind: April 16, 2024

BUDGET ADOPTION PROCEDURES

The School Board will adopt a budget, by majority vote, at a regularly scheduled School Board meeting or special meeting, keeping with budget deadlines. (DBC)

The adopted budget will appear in the School District Annual Report (see DB), and will be presented by the School Board at the Annual School District Meeting, held between March 1 and March 25 (RSA 197:1).

LONDONDERRY SCHOOL BOARD
Adopted: September 12, 1989
1st Reading to Rescind: March 19, 2024
2nd Reading to Rescind: April 2, 2024
3^{re} Reading to Rescind: April 16, 2024

BUDGET DEADLINES AND SCHEDULES BUDGET PREPARATION

The Superintendent of Schools will establish budget submission deadlines for all responsible personnel (DB) and supply them with a schedule of school board budget meetings.

The Superintendent will develop for Board approval, a calendar of school board meetings and special budget meetings for the purpose of budget deliberations; including the date by which all budget information must be finalized for inclusion into the School District's Annual Report. (See DB and DBH)

The Superintendent may establish procedures for the involvement of staff in the development of the budget proposal.

The School Board will adopt guidelines and a schedule each year for the timely submission of the budget to the Board, and budget committee.

Budget planning will be related to the goals and objectives of the district and its programs. It should include an assessment of existing programs and examination of alternative program possibilities.

The budget proposal must be within the parameters of Board policy and include provisions for:

1. Programs to meet the needs of the entire student body.
2. Staffing arrangements adequate for proposed programs.
3. Maintenance of the District's equipment and facilities.
4. Efficiency and economy.

The Board and Superintendent will schedule work sessions on the budget to provide information with regard to arrival at the final budget total. Discussions will follow, designed to reach agreement between the Board and Budget Committee as to the figures to be presented to the public. The District shall utilize the official ballot (RSA 40:13) for voting on all issues before voters.

Legal References:

RSA 195:12 Cooperative School District: Budget

RSA 197:5-a School Meetings and Officers: Budget

RSA 32 Municipal Budget Law

RSA 32:4 Preparation of Budgets: Estimate of Expenditures and Revenues

RSA 32:5 Budget Preparation

RSA 40:13 Use of Official Ballot

NH Code of Administrative Rules – Section Ed 302:02(a) Substantive Duties of the Superintendent

LONDONDERRY SCHOOL BOARD

Adopted June 21, 1982

Reviewed/Readopted: September 12, 1989

1st Reading to Amend: March 19, 2024

2nd Reading to Amend: April 2, 2024

3rd Reading To Amend: April 16, 2024

AMEND

DETERMINATION OF BUDGET PRIORITIES

The Superintendent with his/her administrative management team, will recommend budget priorities to the Board. Priority will be determined by:

1. The needs of the district, so that all segments of the district programs are treated equitably within the available resources.
2. State and/or federal legal requirements for funding of programs.
3. Contracts the Board has with its employee organizations.
4. Requirements and regulations of the regional accrediting agency.
5. Fiscal and non-fiscal resources available.

The Board will make the final decision on the adoption of budget priorities following the review of the superintendent's recommendations.

LONDONDERRY SCHOOL BOARD

Adopted: September 12, 1989

1st Reading to Rescind: March 19, 2024

2nd Reading to Rescind: April 2, 2024

3rd Reading to Rescind: April 16, 2024

DEVELOPMENT OF BUDGET RECOMMENDATIONS

Budget preparation is a long, deliberative process involving persons from every phase of operations within the school district.

Development of budget recommendations will begin at the ground level of operations, with school staff identifying staff equipment and supply needs for the next fiscal year, according to anticipated enrollment and curriculum goals.

The principal will coordinate budget recommendations concerning his/her respective building and submit them to the Superintendent in keeping with budget deadlines. (DBC)

The Superintendent of schools will recommend for board consideration and approval, a budget that will meet the budget priorities set by the Board (DBE), and the financial needs of the district.

The Superintendent will identify areas within the proposed budget where funding levels have been increased or decreased, in comparison with the current year.

The school board will present a copy of the proposed budget to the budget committee early in the budget preparation process and will update its chairperson of all substantive changes made by the Board at any meeting at which the budget committee is not represented.

The administration will make every reasonable effort to generate budget information and Board decisions relative to recommendations to district personnel effected by the decisions.

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BUDGET IMPLEMENTATION

Following the adoption of the budget by the district's voters, the Superintendent of Schools has the authority and responsibility to implement and administer the expenditures of the budget in compliance with school board policy and federal and state laws.

The Superintendent will establish procedures for budget implementation, control, and reporting. The School Board shall be given quarterly budget status reports.

Legal References:

RSA 32:3 Municipal Budget Law Definition

RSA 32:5 Budget Preparation

RSA 32:10 Transfer of Appropriations

NH Code of Administrative Rules Sect. Ed. 302:02(e)(j)(o) Substantive Duties of the Superintendent

LONDONDERRY SCHOOL BOARD

1st Reading to Adopt: March 19, 2024

2nd Reading to Adopt: April 2, 2024

3rd Reading to Adopt: April 16, 2024