

Colebrook School Board Meeting Agenda

Date	4/15/2025		
Time	6:00 pm		
Location	CAES Library		
Chairperson	Tim Stevens		
School Board Members		Principal	SAU Members
Tim Stevens	Cayenne Amey	Kim Wheelock	Dana Hilliard
David Brooks	Julie Brunault	Assistant Principal	Bridget Cross
Rhonda Lyons	Rick Bagley	Stephanie Cameron -	Chris Paquette
Robert Murphy		CTE Director	
		Emilie Hall -	
		Student Report	
		Sandra Minigell	
		Brodyn Cote	
Item	Subject		
1.	Roll Call and Pledge of Allegiance:		
2.	Agenda Adjustments:		
3.	Hearing of the Public: Motion to open and end hearing of the public (15 minutes)		
4.	Reading of the Minutes: Colebrook School Board Meeting Minutes of April 1, 2025		
5.	Kim Wheelock – Principal		
6.	Dana Hilliard – Superintendent <ul style="list-style-type: none"> • April Update • Approve Portland Glass Bid • Approve Certificate of Authority/Grant Agreement • Approve Food Service Contract for 2025/2026 School Year • Approve New Teacher Nomination 		
7.	Bridget Cross – Business Manager		
8.	Unfinished Business: <ul style="list-style-type: none"> • Approve General Assurances • Review Budget Analysis • Approve Severance Benefit – SAP & SEL (Tabled Discussion) 		
9.	New Business: <ul style="list-style-type: none"> • Change date for June meeting. Graduation has been scheduled on the 3rd. 		
10.	Hearing of the Public: Motion to open and end hearing of the public (15 minutes)		
11.	Non-Public Session: RSA 91-A:3, II (i) RSA 91-A:3, II (b)		

12.	Meetings: <ul style="list-style-type: none"> • Colebrook School Board Meeting Tuesday, May 6, 2025 @ 6:00 pm CAES Library
13.	Adjournment

Colebrook School Board Meeting Minutes

Date	4/1/2025
Time	6:00 pm – CAES Library
Location	Colebrook Academy & Elementary School library
Chairperson	Tim Stevens

Attendance

Attendance Legend: **P** - Present **E** - Excused **A**- Absent **R** - Remotely

School Board Members				Principal		SAU Members	
P	Tim Stevens	P	Cayenne Amey	P	Kim Wheelock	P	Dana Hilliard
P	David Brooks	P	Julie Brunault		Asst. Principal	P	Bridget Cross
P	Rhonda Lyons	P	Rick Bagley	E	Stephanie Cameron	P	Chris Paquette
P	Robert Murphy				CTE Director		
				P	Emilie Hall		
					Student Report		
				E	Sandra Minigell		
				P	Brodyn Cote		
Public in Attendance: Lisa Brooks, Christine Sullivan, Kathi Lawton-Haynes, Dawn Hall and Brodyn Cote							

Minutes

Item	Subject	Action
1.	Roll Call: The meeting was called to order by Chairman Tim Stevens at 6:02 pm and opened with the Pledge of Allegiance	
2.	Agenda Adjustments: Add non-public RSA 91-A:3, II (b) Permission slip for the senior trip Promotional Credits	
3.	Hearing of the Public: Open 15-minute public session at 6:04 pm <u>D. Brooks/J. Brunault:</u> Motion to end 15-minute public session at 6:05 pm.	VOTE: Motion Carries
4.	Reading of the Minutes – <u>J. Brunault/D. Brooks:</u> Motion to approve the minutes of March 18, 2025, with corrections.	VOTE: Motion Carries
5.	Kim Wheelock – Principal – April Report – The first-grade field trip was changed due to weather to Friday.	

	<p>This Thursday Debbie Lynch, John Kennedy and Kim will be at an Educational Fair at Plymouth State College to recruit for open positions.</p> <p>Dana stated that we have tried to book as many college fairs this year as possible. We have reached out to New Hampshire Colleges to advertise on their student newspapers sites and also to Bishop University in Sherbrooke.</p> <p>Kim was asked about the World Language Club trip to Japan and asked how many students and chaperones went. There were 10 students and 3 chaperones. It was asked if the school paid for the chaperones. The company that the trips are booked from allows 1 chaperone per 10 kids and the chaperone gets to travel for free.</p> <p>The Colebrook graduation date was originally set for June 5th. However, NHIAA changed their game schedule so in turn we need to change the graduation date to June 3rd.</p> <p>The policy committee approved the promotional credits at the policy committee today.</p> <p>The senior class trip permission slip has been updated and is being presented to the board for approval. This will be going home to parents after the board approves it. The updates include no drugs or alcohol along with the disciplinary measures taken if any senior is caught disobeying the stipulations in the permission slip.</p> <p><u>R. Bagley/R. Lyons:</u> Motion to approve the new permission slip for the senior class trip.</p> <p>Discussion on why the permission slips are going out now and have not gone out sooner? Kim explained that this is the time frame that the letters normally go out to parents. These were presented to the board only due to the new language that was added. Dana explained that this language was added to keep all students safe on these trips and for them to realize what cannot take place on these trips. We want them to have a great time and celebrate this time in their lives but there are expectations they must adhere too.</p> <p>The next question was if there will be Life360 tracking since kids sometimes allow their phones to die and not be charged. Kim explained that they will be with chaperones at all times. There are 27 seniors going and 3 chaperones going. Will these expectations be reviewed with the seniors prior to going on the trip. Dana stated that he thoroughly reviewed these rules with the students today.</p> <p><u>R. Bagley/J. Brunault:</u> Motion to approve the 2025/2026 World Language trip to Ireland. Kim explained that they would like to do some fundraising for the students who sign up for this trip to divvy up among all the students going. Kim also explained that all chaperones and any adults going on the trip have to have a background check prior to the trip. The board brought up that they do not mind parents going on these trips but do not feel it should be a trip for full families including grandparents. May need to review the policy further to continue this conversation regarding who should be allowed to travel on these trips for adults.</p> <p>Kim reviewed VLACS classes and how they work for students. Students are responsible for getting their transcripts to the Guidance Counselor. Students get</p>	<p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p>
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	<p>two free VLACS courses that are paid for by the state. David stated he could not find in the policy where it says students receive two free VLACs courses. Dana said that this is something that could go back to the policy committee.</p> <p>Student Report – The drama club will present the play Dare to Dream on April 12th and 13th. The seniors are selling tickets for an Easter basket fundraiser, they are also going on their senior trip on the 11th, 12th and 13th. The prom is scheduled for May 17th. The freshmen will be holding a bake sale on the 25th. Tim asked if a list could be written down for board members of events coming up at the school so the board could have it.</p>	
6.	<p>Emilie Hall – CTE Director</p> <p>April Report - Emily has results from the student survey for the first few days and so far there have been 40 responses with 33 Yes, 4 maybe, 3 no's and two Pittsburg students. She will bring more solid numbers to the next meeting so the board can see where the students' interests are. Hoping to build the programs this year as there seems to be a lot of student interest. Right now, the most popular classes are Health Sciences and then culinary and then auto. David asked how the culinary classroom was coming and Emilie stated it was coming along. Looking at outside culinary kitchens for students to work in. Will update the board as we get more information. David asked how much money is left in the grant which is \$15,000. There is no expiration date on this grant.</p> <p>Emilie invited the board to come to the career fair on the 11th at CAES. It's from noon to 2:00 pm.</p>	

7.	<p>Dana Hilliard – Superintendent Report – April Report – It was brought up at the last school board meeting that the newsletter did not go out to any of the students/parents from NEK Choice but we have confirmed that the newsletter did go out to those parents. The second video series have been released on strengthening the ties between school and home. Very happy so far with how these videos have turned out. Dana is working on having some recruitment videos done as well. Will continue to keep the board briefed through the Weekly 7 on bills/legislation that you need to be aware of.</p> <p><u>R. Bagley/D. Brooks:</u> Motion to approve returning the Building Expansion Funding to the State and disbanding the Building Expansion Committee.</p> <p><u>C. Amey/R. Bagley:</u> Motion to approve moving the graduation date from June 5th to June 3, 2025. The board is also approving the principal/superintendent to make decisions on the graduation date if anything else should come up. C. Amey withdrew her motion as this does not need a motion to move forward.</p> <p><u>C. Amey/J. Brunault:</u> Motion to go into non-public RSA 91-A:3, II (b) at 7:03 pm Principal Wheelock, Superintendent Hilliard and Business Manager Bridget Cross, Chris Paquette and Emilie Hall were invited to stay for the non-public session.</p> <p><u>C. Amey/J Brunault:</u> Motion to come out of non-public session at 7:20 pm</p> <p><u>D. Brooks /C. Amey:</u> Motion to approve the recommendation of the Colebrook Teacher Nominations for the 2025/2026 school year</p>	<p>VOTE: Motion Carries</p> <p>Motion Withdrawn</p> <p><u>VOTE:</u> Motion Carries</p> <p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p>
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8.	<p>Bridget Cross: Business Manager</p> <p><u>D. Brooks/J. Brunault:</u> Motion to approve the students from the CTE and Woodworking Classes repair the damage to the SAU Building. Rick will come and review the damage and give an estimate and a list of what materials should be used to Bridget</p> <p><u>R. Murphy/R. Bagley:</u> Motion to approve the recommended 2025/2026 Meal pricing for CEAS</p> <p>.Review Budget Analysis – Tabled until next meeting</p> <p>_____/_____: Motion to approve the General Assurances for FY2026 -These have not been received so this item will be tabled.</p> <p><u>C. Amey/J. Brunault:</u> Motion to approve Jane Carpino for Assistant Treasurer for Colebrook School District.</p>	<p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p>
9.	<p>Unfinished Business:</p> <p>Licenses for the Radios for CAES – Chris has reached out to the company that we purchased the radios from and found out that the Canadian Government denied our licenses because of harmful interference anticipation in the Montreal region. They have resubmitted the application again. The radios still work but are not on our own frequency until we get the license. Chris will keep the board updated on this issue.</p> <p>Easement Letter - Tim stated that the Main St. project will be starting this summer. In order to do this an easement needs to be obtained from residents and the school district. There is a sidewalk in front of the school that with approval of the easement will allow the school to be paid \$2030.26.</p> <p><u>C. Amey/R. Bagley:</u> Motion to authorize the Board Chair to sign for the school to accept \$2030.26 and to add the permanent and temporary easement to the school deed from the Main Street Project.</p> <p>David would like to create an amendment that the \$2030.26 be deposited into the Building Maintenance Expendable Trust Fund.</p> <p>David withdrew his amendment. This will be addressed during a public hearing at a later date. Will schedule the public hearing at the second meeting of the month.</p>	<p>VOTE: Motion Carries</p>
10.	<p>New Business –</p> <p>J. Brunault/R. Lyons: Motion to approve Superintendent Hilliard to submit</p>	<p>VOTE: Motion</p>

	<p>grants for Colebrook School District.</p> <p>C. Amey/R. Murphy_: Motion to approve the policies listed below</p> <ul style="list-style-type: none"> • Approve Policies <ul style="list-style-type: none"> o BGAA Policy Development, Adoption and Review o GBCD Background Investigation and Criminal History Records Check o GBGA Staff Health o GCG Substitute Employment o IHCD Advance Course Work/Advanced Placement Courses & Stem Dual & Concurrent Enrollment Program 	<p>Carries</p> <p>VOTE: Motion Carries</p>
11.	<p>Hearing of the Public: Open 15-minute public session at 8:46 pm Christine asked about the World Language trip and what is addressed in the policy. IJOAA is the policy regarding these trips. D. Brooks/C. Amey: Motion to end 15-minute public session at 8:48 pm.</p>	<p>VOTE: Motion Carries</p>
12.	<p>Non-Public Session – C. Amey/J. Brunault: Motion to go into non-public session RSA 91-A: 3 II (a) at 7:48 pm. Superintendent Hilliard, Bridget Cross, Chris Paquette, Emilie Hall and Principal Wheelock were asked to stay for the non-public session. C. Amey/J. Brunault: Motion to come out of non-public session at 8:11 pm</p> <p>_____/_____: Motion to approve the Severance Benefit for the SAP Counselor and SEL. Tabled for future Discussion C. Amey/J. Brunault: Motion to accept the resignations presented in non-public</p> <p>C. Amey/J. Brunault: Motion to go into non-public session RSA 91-A: 3 II (e) at 8:12 pm. Superintendent Hilliard, Bridget Cross, Chris Paquette and Principal Wheelock were asked to stay for the non-public session. C. Amey/J. Brunault: Motion to come out of non-public session at 8:24 pm</p> <p>C. Amey/J. Brunault: Motion to go into non-public session RSA 91-A: 3 II (a) at 8:25 pm. Superintendent Hilliard, Bridget Cross, Chris Paquette, and Principal Wheelock were asked to stay for the non-public session. D. Brooks/J. Brunault: Motion to come out of non-public session at 8:34 pm</p> <p>C. Amey/R. Murphy: Motion to approve the administrator contracts discussed in non-public C. Amey/D. Brooks: Motion to accept resignation only with reservations that was discussed in non-public.</p>	<p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p> <p>VOTE: Motion Carries</p>

13.	Meetings: Colebrook School Board Meeting Tuesday, May 6, 2025 @ 6:00 pm CAES Library	
14	Adjournment: <u>C. Amey/J. Brunault</u> : Motion to adjourn the meeting at 8:35 pm.	VOTE: Motion Carries

Respectfully Submitted,
Billie Paquette



Superintendents Report

Tuesday April 14th, 2025

Colebrook

Dana S. Hilliard

North Country Superintendents November Meeting: I will be traveling to Littleton on the 24th for our monthly North Country Superintendents meeting. I will be hosting the group in June at the Tillotson.

NHSAA Panel: I will be traveling to North Conway on the 17th to be part of a panel to discuss Superintendency with members of the current Granite State Leadership Academy working on their certifications to become a Superintendent.

April 17, 2025 | Cohort VIII (only) ● 7:00 - 8:30 | Cohort VIII Breakfast - The Ledges ● 9:00 - 10:30 | New Superintendent Panel ~ Lessons Learned - Dolores Fox, Paul Hoiriis, Dana Hilliard, Mary Steady, and Mike Berry ■

Entry plans, meeting preparation, sitting in the “big chair,” systems, opportunities, impact, and more... How did the district's strategic plan inform your plan? ■ A lively and interactive session with opportunities for conversation, questions, and answers

Break Time: Just a friendly reminder to all that as we approach our April break, the break will include me also 😊 I will be away from April 25th – May 2nd getting some Vitamin D in the Florida. As always, I will be checking email and checking in with the office.

Budget Analyses: Bridget has continued the budget analysis for the 2024-2025 school year. If things stay steady as predicted, we are currently looking at the following;

After set asides of \$790,00 for 25/26 FY and \$140,000 to retain for FY 26 we are looking at a balance of \$401,053.

There are several capital improvements that the board could now move forward on. The list includes;

Septage Grinders (2) \$35,000

Washer/Dryer in room off culinary space \$14,000

Gas Stove Hookup. Propane Tank install, fill up of propane tank \$7,000

Fire Alarm upgrade and install with DS security \$96,000

Camera on Basketball Court and Addtl Cameras at Tech Bldg \$6,000

Conference Tables (2) and Charis (18 or more) \$10,000

Bleachers upgrade \$78,853

Total for all projects \$246,853

If the board were to move forward with all these projects that would leave us with \$154,000 to return to the town to aid in offsetting the tax rate for 2025.

I would respectfully request to the board that several of these improvements move forward for approval.

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Agriculture, Markets, and Food		1.2. State Agency Address 1 Granite Place, Suite 211, Concord, NH 03301	
1.3. Grantee Name Colebrook School District		1.4. Grantee Address 21 Academy St, Colebrook, NH 03576	
1.5. Grantee Phone # 603-237-5571	1.6. Account Number 75250000-509074	1.7. Completion Date June 30, 2026	1.8. Grant Limitation \$ 10,000
1.9. Grant Officer for State Agency Rebecca W. Ross		1.10. State Agency Telephone Number 603-271-8071	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Shawn N. Jasper, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable)			
By: On: / /			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
 4. EFFECTIVE DATE; COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
 5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
 6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
 7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
 8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
 - 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
 9. DATA; RETENTION OF DATA; ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
 - 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
 - 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
 - 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
 - 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
 10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
 11. EVENT OF DEFAULT; REMEDIES.
 - 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
 12. TERMINATION.
 - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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



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

April 4, 2025

TO: Senior Educational Official

FROM: Lindsey Labonville, Administrator
Bureau of Federal Compliance

SUBJECT: General Assurances FY 2026

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 Senior Educational Official 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 (no initials required for the signature pages) 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 CPAs 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, 2025**.

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

FY2026

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 applicant submitting its application to the NHED in substantially approvable form will not be reimbursable even upon final approval of the application by the NHED.

All individuals executing this document should review the document to ensure that you 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 (initials on the signature pages are not required).

Please note that the practice of the School Board authorizing the Senior Educational Official 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 comply with the requirements regarding construction and real property within 34 CFR Part 75.600-75.684. The non-Federal entity is required to comply with any reporting requirements on the status of real property in which the Federal Government retains an interest pursuant to 2 CFR 200.330.
- 4) The subrecipient will establish safeguards to prohibit employees from using their positions for purposes that constitute or appear to present a personal or organizational conflict of interest, or for personal gain.
- 5) The subrecipient will initiate and complete the work within the applicable time frame after receiving approval from the awarding agency.
- 6) The subrecipient will comply with all Federal statutes, administrative rules and executive orders including provisions protecting free speech, religious liberty, public welfare, the environment, and those prohibiting discrimination. 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; including any guidance issued consistent with Executive Order 14151 Ending Radical And Wasteful Government DEI Programs And Preferencing – The White House (January 20, 2025) and the communication titled “Reminder of Legal Obligations Undertaken in Exchange for Receiving Federal Financial Assistance and Request for Certification under Title VI and SFFA v. Harvard issued by the United States Department of Education on April 3, 2025, as applicable;
 - (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 including any guidance issued consistent with Executive Order 14168 Defending Women From Gender Ideology Extremism And Restoring Biological Truth To The Federal Government (January 20, 2025), as applicable;
 - (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;
 - (j) The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and the Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h; 34 CFR Part 98); and
 - (k) The requirements of any other statute(s), administrative rule, executive order, dear colleague letter, or non-regulatory guidance which may apply to the application.
- 7) 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.
 - 8) 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.
 - 9) 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.
 - 10) 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.
 - 11) 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.
 - 12) The subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, dear colleague letter, non-regulatory guidance and policies governing all program(s).
 - 13) 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.
 - 14) 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 sub-recipient 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.
 - 15) 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.

- 16) 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).
- 17) 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)).
- 18) The subrecipient will comply with the Stevens Amendment.
- 19) The subrecipient will comply with the Buy America Preference for Infrastructure Projects as required by 2 CFR Part 184.
- 20) 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. 1234(f), and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.
- 21) The Subrecipient will ensure compliance with 2 CFR 200.415(a) and (b).
- 22) 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.
- 23) 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.
- 24) 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.
- 25) The subrecipient will comply with the requirements of the Gun-Free Schools Act of 1994.
- 26) The subrecipient will submit a fully executed and accurate FY25 Single-Audit Certification (required) and the Federal Expenditures Worksheet (if applicable) to the NHED no later than December 31, 2025. The worksheet

will be provided to each subrecipient by the NHED via email and is posted on the NHED website.

- 27) The subrecipient shall comply with the restrictions of New Hampshire RSA 15:5.
- 28) The subrecipient will comply with the requirements in 2 CFR Part 180, Government-wide Debarment and Suspension (Non-procurement).
- 29) 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.
- 30) The subrecipient will adhere to the requirements of Title 20 USC 7197 relative to the Transfer of Disciplinary Records.
- 31) 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).
- 32) 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.
- 33) 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.
- 34) 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).
- 35) 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.
- 36) 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.).
- 37) 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).

38) The subrecipient will comply with the Prohibition on Certain Telecommunications and Video Surveillance Equipment requirement per 2 CFR 200.216.

39) The subrecipient will comply with the Protection for Whistleblowers (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 to trace funds to establish that such funds have been used in accordance with 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 (this list is not all inclusive):

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:

- Establish, maintain, and document effective internal controls 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 comply 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).
- Comply with the U.S. Constitution, federal statutes, regulations, applicable executive order, and non-regulatory guidance, as applicable, and the terms and conditions of the federal awards.
- Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local and tribal laws regarding privacy and responsibility over confidentiality.
- Retain all Federal award records and other supporting documentation 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:

- in payment of obligations incurred during the approved project period;
- in conformance with the approved project;
- in compliance with all applicable statutes and regulatory provisions;
- costs that are allocable to a particular cost objective;
- spent only for reasonable and necessary costs of the program; and
- 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 \$1,000,000 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 \$1,000,000 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 \$1,000,000 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) If an audit reveals the basis for a finding related to a federally funded program, upon request of 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 the federally 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 federally funded programs. The BFC will review the subrecipient's submission and issue an appropriate management decision adhering to the same framework as set forth in 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: The Federal Audit Clearinghouse

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**

New Hampshire Department of Education – FY26 Initials of Senior Educational Official: _____
Page 7 of 16 Initials of School Board Chair: _____

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 FY25 Single-Audit Certification (required) and Federal Expenditures Worksheet (if applicable) shall be submitted to the NHED no later than **December 31, 2025**. 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.

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

New Hampshire Department of Education – FY26 Initials of Senior Educational Official: _____
Page 8 of 16 Initials of School Board Chair: _____

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:
 - The dangers of drug abuse in the workplace;
 - The recipient's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 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:
 - Abide by the terms of the statement; and
 - 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.
 - 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; or
 - 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. Gun Possession

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, IV.

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. Nothing in this section shall be construed to prevent the local school district or chartered public school that expelled the student from providing educational services to such student in an alternative setting.

The LEA assures that it shall timely file the report required by Ed 317.07.

The LEA assures that it has establish policies on school discipline as required by RSA 193:13, XI and XII and Ed 317.03.

10. 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 federal awards, 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.

11. 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.

12. 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.

13. 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, services performed by public utilities, travel, or the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel occurred, and/or when facilities were used (see 34 CFR 76.707).

14. 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; and
- d) Signed and dated by the employee.

15. Protected Prayer in Public Elementary and Secondary Schools

The subrecipient certifies that the LEA has no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools. (Section 8524(a) of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act and codified at 20 U.S.C. § 7904).

16. 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. Simplified Acquisition
2. Formal procurement methods
 - a. Sealed bids
 - b. Proposals
3. Noncompetitive procurement

17. Retention and Access to Records

The subrecipient certifies that it will comply with all federal regulations, including but not limited to, 2 CFR 200.334 – 2 CFR 200.338.

18. 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.

19. 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.

20. Compliance with FERPA and PPRA

The subrecipient certifies that it complies with Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and the Protection of Pupil Rights Amendment (PPRA) (20 U.S.C. § 1232h; 34 CFR Part 98) by ensuring the following:

- a) The subrecipient has established and implemented effective internal processes to ensure that student's complete education records are maintained;
- b) The subrecipient has established and implemented effective internal processes to ensure that parents are provided with the opportunity to review their student's education records;
- c) The subrecipient has established policies and procedures that permit disclosure of personally identifiable information from a student's education records in order to address safety issues in a manner that complies with FERPA;
- d) The subrecipient provides parents and eligible students annual notification of their rights under FERPA consistent with 34 CFR § 99.7; and
- e) The subrecipient, if applicable, has established procedures to provide military recruiters the same access to secondary students as provided to postsecondary institutions or to prospective employers and require that schools provide student information to military recruiters, when requested, unless the parent has opted out of providing such information (schools are required to provide to military recruiters include student names, addresses, electronic mailing addresses, and telephone listings. *See* Section 8528 of the ESEA, as amended, 20 U.S.C. § 7908 and 10 U.S.C. § 503(c)).

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 recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out of a Federal program. The

authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient.

- 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 contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with criteria in with 2 CFR 200.331, including an agreement the pass-through entity considers a contract.
- 6) **Subrecipient** – *Subrecipient* means an entity that receives a subaward from a pass-through entity to carry out part of a federal award.
- 7) **Senior Educational Official** – *Senior Educational Official* means the top executive in an educational organization who makes the key decisions on spending, staffing, and other education policies.

CERTIFICATION

Instructions: The Senior Education Official **must** consult with the School Board for the School District/SAU by informing said School Board about the District's/SAU's participation in Federal Programs and the terms and conditions of the General Assurances, Requirements and Definitions for Participation in Federal Programs. The Senior Educational Official and the Chair of the School Board **must** sign this certification page (and initial the remaining pages) as described below and return it to the NHED. **No payment for project/grant awards will be made by the NHED without a fully executed copy of this General Assurances, Requirements and Definitions for Participation in Federal Programs on file.** For further information, contact the NHED Bureau of Federal Compliance at federalcompliance@doe.nh.gov

Senior Educational Official or other Qualifying Administrator Certification:

We the undersigned acknowledge that [a] person is guilty of a violation of R.S.A. § 641:3 if [h]e or she makes a written or electronic false statement which he or she does not believe to be true, on or pursuant to a form bearing a notification authorized by law to the effect that false statements made therein are punishable; or (b) With a purpose to deceive a public servant in the performance of his or her official function, he or she: (1) Makes any written or electronic false statement which he or she does not believe to be true; or (2) Knowingly creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements therein from being misleading; or (3) Submits or invites reliance on any writing which he or she knows to be lacking in authenticity; or (4) Submits or invites reliance on any sample, specimen, map, boundary mark, or other object which he or she knows to be false.

Accordingly, I, the undersigned official legally authorized to bind the named School District/SAU hereby apply for participation in federally funded education programs on behalf of the School District/SAU named below. I certify, to the best of my knowledge, that the below School District/SAU will adhere to and comply with these General Assurances, Requirements and Definitions for Participation in Federal Programs (pages 1 through 14 inclusive). I further certify, as is evidenced by the Minutes of the School Board Meeting held on April 15, 2025, that I have informed the members of the School Board of the federal funds the District/SAU will be receiving and of these General Assurances, Requirements and Definitions for the Participation in Federal Programs for the District's/SAU's participation in said programs.

SAU/Charter Number: 7 District or Charter School Name: Colebrook

<u>Dana Hilliard</u>		
Typed Name of Senior Educational Official	Signature	Date

New Hampshire Department of Education – FY26	Initials of Senior Educational Official: _____
Page 15 of 16	Initials of School Board Chair: _____

School Board Certification:

I, the undersigned official representing the School Board, acknowledge that the Senior Educational Official, 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.

____Tim Stevens_____
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.