

Surry School Board Meeting Minutes

At Surry Village Charter School, 449 Route 12A, Surry, NH

Monday, December 18, 2023

1. Call to Order 7:00pm
Present: Tim, Melinda, Frank, John, Caroll, Becky, Kim
2. Secretary's Report – Approval of minutes November 20, 2023
John motion to accept corrected minutes; Frank second; Melinda abstained; all in favor
Minutes approved with correction: Sara send to Becky before the meeting; 3 people needed for area agreement.
3. Treasurer's Report
Manifest: Expenses \$15,693.55; deposits \$261,425.08. Frank made motion to accept manifest at \$15,693.55; Caroll second; all in favor

The Board asked that Caroll be copied on email with copies of the actual invoices moving forward. Kim will also bring 1 copy of invoices to meeting with copy of manifest.
4. Public Comment - none
5. Old Business
 - **Heating update SVCS:** Tim still trying to get a clear answer from Houghton. In Spring, Houghton agreed to put in mini split and fan. This was not done. Houghton agreed to complete an assessment 1 year ago. 8 mo ago, they agreed to put in fan to keep room cool. A mini split was requested for classroom however Houghton replaced room unit with another oil until even though a mini split was requested and quoted. They did install mini split in other classroom. Last month, they said they would install a mini split in kindergarten; still have not done. Emails with Houghton attached.
 - **BFC corrective action plans:** Related to the records in new business, we are good with Bureau of Federal Compliance. Policies presented for first reading (below)
 - **AREA agreement:** Kim understood that the AREA agreement requires a 3 person (min) committee that includes one board member and two community members, however Keene told him that it can be comprised of board members. Becky asked if we want to consider whether we want to lock in with another AREA agreement. Tim will represent the board on the AREA committee.
 - **Other:** Tim has heard that the Surry school bus is making stops in Keene. Asked if there are non-Surry students on the bus that we are paying to have transport Surry children. Melinda noted that is a long ride for Surry children in the afternoons. Kim will call First Student.
6. New Business
 - Records retention policy – first reading
 - Federal funds purchasing procedure – first reading. Next month will be second reading.
 - 2024-2025 budget – will defer this to Jan board meeting.
7. Superintendent's Report – included in new business

8. Setting the Next Meeting Agenda

Meeting date: Monday, January 15, 2024 @ 7:00pm

9. Public Comment - none

10. Non-Public Session RSA 91-A:3 if necessary

John motion to move to non-public, Frank second, all in favor

Discussion about student as to whether or not they are currently attending Keene schools

Carol motion to move out of non-public, Melinda second, all in favor

11. Adjournment 8:25pm



Melinda Garland <melinda.garland@gmail.com>

Fwd: New Unit Heater

1 message

Tim Peloquin <tpeloquin1134@gmail.com>
To: Melinda Garland <melindagarland@gmail.com>

Mon, Dec 18, 2023 at 1:38 PM

For tonight's minutes

----- Forwarded message -----

From: **Mike Nachajski** <mike@eehoughton.com>

Date: Thu, Feb 16, 2023, 3:59 PM

Subject: New Unit Heater

To: Nicole Conroy <Nicole@surryvillagecharterschool.org>, Tim Peloquin <tpeloquin1134@gmail.com>

Hi Nicole and Tim,

I just got my bids back from our wholesalers for the replacement unit heater. It will be the same one that we did in the other classroom back in November of 2020. The only thing that has changed is the cost of everything. If everything goes as well as the last one with the updated costs we are looking at \$8,500 (this is for the unit with fresh air intake). We are also looking at an ESTIMATED lead time of 8-10 weeks. Sorry for all the great news. Let me know if this is still a go.

Thank you,

Mike Nachajski

Project Manager

E.E. Houghton Company

603-756-3372



Melinda Garland <melinda.garland@gmail.com>

Fwd: Surry school building, Rte 12A Surry NH

2 messages

Tim Peloquin <tpeloquin1134@gmail.com>

Thu, Dec 7, 2023 at 9:37 AM

To: Caroll Lothrop <clothrop@keene.edu>, Melinda <melinda.garland@gmail.com>, Frank Buffum <fbuffum50@gmail.com>, Kim Caron <kcaronsurry@gmail.com>, jdavis03431@gmail.com

Fyi... the heater in the kindergarten room...far end of the building from office has failed. Houghton was able to fix it, but it runs constantly and needs to be replaced asap.

I attached my email to Houghton below...

----- Forwarded message -----

From: **Tim Peloquin** <tpeloquin1134@gmail.com>

Date: Thu, Dec 7, 2023, 9:35 AM

Subject: Surry school building, Rte 12A Surry NH

To: Mike Nachajski <mike@eehoughton.com>

Good morning Mike,

This is Tim Peloquin from the Surry Dchool District, we own and maintain the building that the Surry Village Charter School is housed in. You and I have met and spoke a number of times about several issues. I will try to keep this short. Unfortunately, there are some issues more difficult to deal with than others. I don't want anyone to be upset or angry. We are very happy with your service. Your work, your prices and your response to the school's needs.

I will mention first, that each time that you and I have met and/or spoke and talked about repairing/ replacing the heater units I have only ever spoke of one unit... the Mitsubishi Mini split electric heat units as replacements.

For a number of reasons, we have no desire to replace the old heat units with similar units. It makes no sense to us to use electricity to fire up an oil burner-to burn oil-to heat water-to use electricity- to pump water through all the plumbing. This is overly complicated, overly expensive and difficult to stay on top of with the many systems that can fail, and have failed and needed repair or replacement.

Here are our needs, (as we have previously met and diacussed)...

1. The latest heater failure and repair that was just addressed, (December 2023). Again, thank you for getting right on this and working to make it run a little longer. This unit needs to be replaced and I will go out on a limb procedurally and say that the school board will approve this....so please replace that unit with ONLY an electric Mitsubishi mini split....preferably one that can also bring in fresh air on warm days.

2. We, (you and I) met at the school, (in February 2023) and discussed the need for a fan in the furnace room. The heat generated by the furnace causes issues with other systems and we need to and stabilize the tempeture in this room. You said you would put in a temperature controlled auto on /off fan..this still needs to be done.

3. We still need some assessment of the other units so that we can start replacing those before this happens again...we want to be ahead of the unit failure curve and avoid heating issues--particularly at this time of year. We do not want to disrupt the schools activities by and thru these heating failures.

4. The last heater that was installed is not at all what we asked for and expected; a forced hot water, oil burning heater was put in. It was supposed to be another electric mini split so we need to go over how we're going to resolve that.

In the end, again, we are very happy with your service, response and cost--we would like to continue to move forward with you. As I has noted above, we have a number of profitable projects for you.

Please let me know, via email or call, (603.381.5333) where we stand and if, in the immediate future, you will be able to replace the failing heater with an electric mini split.

Thank you,

Tim Peloquin

Tim Peloquin <tpeloquin1134@gmail.com>
To: Melinda Garland <melindagarland@gmail.com>

Mon, Dec 18, 2023 at 1:39 PM

For tonight's minutes

[Quoted text hidden]

SURRY SCHOOL DISTRICT

FEDERAL FUNDS PURCHASING PROCEDURES

I. PURPOSE

- A. The primary purpose of this procedure is to prescribe the manner in which materials, supplies, equipment and contracted services are obtained for the School District when Federal funds are to be utilized. In providing a framework for purchasing activities, the procedure also makes clear the District's position that all vendors have an opportunity to do business with the School District. This procedure also provides direction that, whenever possible, the School District will direct its business to local vendors.
- B. The procedure is intended to provide sufficient flexibility to allow for small individual purchases, purchases of an emergency nature and alternate methods of purchasing as specifically approved by the Superintendent of Schools or his/her designee.
- C. All purchases for property and services using federal funds are to be conducted in accordance with all applicable Federal, State, and local laws and regulations, the Uniform Grant Guidance, CFR 200.317 through 200.327 and the District's relevant written policies and procedures. See Board Policy DAF.
- D. General Considerations should include the following:
 - i) Avoid the acquisition of unnecessary or duplicative items
 - ii) Consider consolidation or breaking out procurements to obtain a more economical purchase
 - iii) Consider lease vs purchase
 - iv) Consider state and local intergovernmental purchasing agreements
 - v) Consider use of excess and surplus property
 - vi) Situations that restrict competition
 - vii) Specify a brand name only, instead of allowing "an equal"
 - viii) State or local preference except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference
 - ix) Conflicts of interest
 - x) Unreasonable requirements on vendors to qualify to do business
 - xi) Requiring unnecessary experience or excessive bonding
 - xii) Noncompetitive pricing practices
 - xiii) Noncompetitive awards to consultants on retainer
 - xiv) Any arbitrary action in the procurement process

II. PURCHASING AGENT

- A. The Superintendent of Schools, (or his/her designee) shall serve as the designated Purchasing Agent.

B. Powers and Duties - The Superintendent or his/her designee shall have the following powers, duties and responsibilities:

1. To oversee and manage the purchase of materials, supplies and equipment, and the procurement of contracted services requisitioned by any School, Department, Board, or Committee of the School District, subject to the provisions of federal, state and local regulations;
2. To maintain high standards of quality in materials, supplies, equipment and services for the lowest reasonable cost;
3. To take advantage of bulk, seasonal or cooperative purchasing, where possible;
4. To coordinate and assist departments and agencies of the School District in purchasing and contract matters, and otherwise observe practices in the best interests of the School District.

III. PURCHASING PROCEDURE

A. The following set of procedures is established. These procedures recognize the need for convenience and flexibility in making individual purchases. This is balanced with the principles of effective budget management at the school level and the interests of the School District in making purchases with consistently high standards of quality at reasonable prices.

B. Purchase Orders

1. Purchase orders shall be required for all individual purchases. Purchase orders must be requested, and approved by the Business Office prior to placement of an order. The distribution of copies of the approved completed purchase order is as follows:
 - a. Original copy to vendor, where necessary;
 - b. One copy for requesting department files; and
 - c. One copy for Finance Department files.
2. The following information must be included on the purchase order:
 - a. A statement of Domestic Preference for the goods being procured.
 - b. Date;
 - c. Amount of Purchase, including an estimate for shipping, etc.;
 - d. Vendor's name and address;
 - e. Quantity and description of item(s); and
 - f. Department and account to be charged.
3. The Purchasing Agent may require further information regarding the purchase.
4. Approved purchase orders shall either be returned to the department placing the order, or mailed directly to the vendor, as appropriate. Vendor order forms must accompany direct mail purchase orders where necessary.
5. Purchase orders that are not approved by the appropriate designee shall be returned to the department placing the order accompanied by a memorandum explaining why the purchase order was not approved.
6. Purchase orders over \$10,000 and under \$100,000 shall require the signature of the Superintendent or his/her designee.
7. Purchases \$100,000 and over shall require the approval of the Superintendent.
8. Purchases over \$25,000 that were not budgeted, or any purchase that commits the District to more than one fiscal year, shall require the approval of the Superintendent and of the School Board.

C. Procurements Steps

Step 1: Identify a need for a non-salary and benefit purchase. Requester should notify the grants manager of the need via an email or purchase requisition. The grants manager will determine if the cost is necessary, reasonable and /or allocable. The Allowability of Cost Procedure Form, see appendix, should be issued by the Grants Manager and follow the purchase.

Step 2: Determine method of procurement.

There are 5 allowable methods of procurement:

Micro-purchase – The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the Micro-Purchase Threshold as set by the Federal Acquisition at 48 CFR Subpart 2.1 currently \$10,000.

- i) To the extent practicable, purchase must be distributed among qualified suppliers
- ii) Purchases exceeding the threshold cannot be divided solely to meet this threshold
- iii) Davis-Bacon Act applies to any purchase over \$2,000.

Small Purchases – The acquisition of services, supplies, or other property, the aggregate dollar amount of which does not exceed the Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 currently \$250,000.

- i) Must obtain two or more prices and document the reason vendor was selected
- ii) Vendor/costs may be identified through internet search, telephone calls, advertisement, email or written requests for information.

Sealed Bids – Formal advertising when a complete, adequate and realistic specification or purchase description is available. In order for sealed bidding to be feasible, the following conditions shall be present:

- i) Bids must be solicited from a minimum of two (2) of sources, subject to the availability of qualified vendors.
- ii) Sufficient time must be allowed for potential vendors to submit bids
- iii) Invitation for bids will be publically advertised and include any specifications for the bidder to properly respond
- iv) All bids will be publically opened at the time and place determined by the invitation to bid
- v) A firm fixed price contract will be awarded to the lowest responsive bidder
- vi) Any or all bids may be rejected if there is a sound documented reason

Competitive Proposals – Formal advertising when a sealed bid is not appropriate.

- i) Proposals must be solicited from an adequate number of sources
- ii) Requests for proposals must be publicized and identify all evaluation factors and their relative importance
- iii) A written method of conducting technical evaluations must be established prior to the evaluation of proposals.
- iv) A contract will be awarded to the vendor whose proposal is most advantageous to the program, with price and other factors considered

Non-Competitive Proposals – Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- i) The item is available only from a single source
- ii) A public emergency
- iii) The Federal awarding agency of pass-through entity expressly authorizes the noncompetitive proposals in response to a written request. Naming a vendor in a grant application, strategy, investment, or award does not constitute a sole source approval. A separate written request and approval are both still required.
- iv) After solicitation of a number of sources, competition is determined to be inadequate.
- v) The cost is below the micro-purchase threshold (above).

Step 3: Use the method selected in Step 2 to select a vendor

Step 4: Check for vendor suspension or debarment at www.sam.gov

- i) Suspended or Debarred vendors may not be selected.
- ii) Retain a copy of search results for Step 5

Step 5: Document procurement process, see appendix for Procurement Documentation Form.

Documentation must include:

- i) Method of procurement
- ii) Solicitation method (advertisement, invitation, internet research, etc.) *
- iii) All vendor proposals (print-outs of internet research, phone conversation notes, bids, etc.) *
- iv) Suspension/Debarment results from Step 4

* does not apply when using Micro-purchase method

Step 6: Prepare for a purchase order and or contract

A purchase order or contract. Contracts (only) shall comply with the requirements in Exhibit

A. Both purchase orders and Contracts must include the following:

- i) Accurate and detailed description of good or services as approved in grant investment
- ii) Clear definition of unit cost or rate of pay
- iii) Invoice requirements, clear billing information and break down of charges (Note for contracted services only, payment cannot be made until after services have been provided).
- iv) Signature by authorized individual as per procedure
- v) Contracts must be signed dated by both parties prior to start of work
- vi) Allowable cost only (sales tax, alcohol, donations, entertainment, lobbying, gift cards are NOT allowable)

IV. AWARD

- A. The award of a contract, or purchase of property follows the competitive selection process. Consistent with the other provisions of these guidelines, the criteria for award are flexible enough to allow consideration of all factors involved, yet still provide a clear sense of public policy intent.
- B. After bids or proposals have been received through the competitive selection process, the bids or proposals must be reviewed for completeness, including the submission of any such security established within the RFP. The bids or proposals must be reviewed to determine how well they meet the specifications or scope of work, the input from references, or other aspects indicating the overall ability of the prospective vendor to provide the good or service desired.

In all cases, the goal of the award shall be to select the vendor offering the best overall value to the School District; the “lowest, best” bidder. Price, quality, service, and experience, either demonstrated through other clients or within the SAU #48 School Districts, should be included in the determination of award.

V. REVIEW

- A. The District must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such a review is needed to ensure that the item or service specified is the one being proposed for acquisition.
- B. The District must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates.
- C. The District is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

First reading: 12/13/2023

Adopted:

SAU #48 Allowability of Cost Procedure

Obligation of Federal Funds require the SU/SD must determine the allowability of costs in accordance with Subpart E cost principals (2 CFR §200.400) and the terms and conditions of the award. The cost must be:

- Reasonable
- Necessary
- Allocable
- Consistent treatment of Direct and Indirect costs (2 CFR §200.412-§200.415)
- Meets the conditions of Selected Items of Cost (2 CFR §200.420-§200.475)

| Task | Title of Responsible Party | Stage of Process (requisition, PO, Contract, Invoice) |
|--|----------------------------|---|
| Determines the cost is necessary | | |
| Determines the cost is reasonable | | |
| Determines the cost is included in the grant | | |
| Verifies the cost is within the grant period | | |
| Determines the cost is allocable | | |
| Determines the cost is correctly treated as a direct cost or indirect admin | | |
| Determines the cost is allowed as a selected item of cost (ex. sales tax, entertainment ... are not allowable) | | |
| Verifies adequate documentation is on file to support the invoice (ex. Packing slip for supplies, proof of attendance for conferences...) | | |
| Verifies the cost is covered by a contract and that procurement procedures/ conflict of interest procedures have been followed | | |
| Verifies suspension and debarment has been checked | | |
| Verifies contract administration procedures have been followed | | |

SAU #48 Procurement Documentation Form

For purchases made with Federal funds

Vendor Name: _____ Fiscal Year: _____

Description and purpose of the purchase:

Procurement Method (check one): *see procurement procedure for additional details on the methods of procurement*

- Micro-Purchase (\$0 - \$10,000)
- Small Purchase (\$0 - \$250,000)
- Competitive Proposal
- Non-Competitive Proposal (if selected, indicate reason why below)
 - The item is available only from a single source
 - A public emergency
 - Received authorization from pass-through entity (AOE)
 - Competition is determined to be inadequate (after solicitation)

(Please Note: If the purchase is over \$15,000, contact the Business Office to ensure all bid laws are followed.)

Reasons for selecting the vendor (Check all that apply): *does not apply to micro-purchase method*

- Lowest Price Availability Accessibility Expertise
- Reputation Continuity of Service Location (venue)
- Bid Process/State Contract Other Considerations: _____

Vendor Cost/Price Comparison: *does not apply to micro-purchase method*

| | <u>Vendor Name</u> | <u>Total Cost</u> | <u>Comments</u> |
|----|--------------------|-------------------|-----------------|
| 1. | _____ | — | _____ |
| 2. | _____ | — | _____ |
| 3. | _____ | — | _____ |

Attach supporting documentation identifying potential vendors to this form. This may include quotes, internetresearch, telephone calls, advertisement, email or written requests for information, etc.

Suspension/Debarment Check: check www.sam.gov to ensure the vendor has not been suspended/debarred from receiving Federal funds. Completed and copy of proof attached to this form. _____ (initials)

Signature of individual who completed procurement Date Grant/Investment #

Exhibit A

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable [Appendix II to Part 200].

a. Contracts for more than the SAT (currently \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1907, 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 [Appendix II to Part 200 (A)].

COMPLIANT NOT COMPLIANT NOT APPLICABLE

b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement [Appendix II to Part 200 (B)].

COMPLIANT NOT COMPLIANT NOT APPLICABLE

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 [Appendix II to Part 200 (C)].”

COMPLIANT NOT COMPLIANT NOT APPLICABLE

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 non-Federal entities 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”) [Appendix II to Part 200 (D)].

COMPLIANT NOT COMPLIANT NOT APPLICABLE

e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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) [Appendix II to Part 200 (E)].

COMPLIANT NOT COMPLIANT NOT APPLICABLE

f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to Part 200 (F)].

COMPLIANT NOT COMPLIANT NOT APPLICABLE

g. 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 non-Federal award to agree to comply with all applicable standards orders or regulation 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) [Appendix II to Part 200 (G)].

COMPLIANT NOT COMPLIANT NOT APPLICABLE

h. Debarment and Suspension (Executive Order 12549 and 12689) - A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension [Appendix II to Part 200 (H)].”

COMPLIANT NOT COMPLIANT NOT APPLICABLE

i. 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 [Appendix II to Part 200 (I)].

COMPLIANT NOT COMPLIANT NOT APPLICABLE

SURRY SCHOOL BOARD POLICY

BUSINESS & NON-INSTRUCTIONAL OPERATIONS and STUDENTS

3546/
5154

Student Records and Other Record Retention

The District will follow state and federal guidelines in the retention of financial, personnel, and school documents and as required by law. As a sending district, Surry School District students attend the Keene School District by the AREA agreement. The Surry School District complies with the policies and procedures of the receiving schools as consistent with law. The receiving schools are the custodians of the educational records. Educational records are destroyed according to the receiving schools records retention schedule.

The Superintendent shall develop procedures for a records retention system that is in compliance with RSA 189:29-a, and Department of Education regulations per the attached schedule of records. The procedures should ensure that all pertinent records are stored safely and are stored for such durations as are required by law. Additionally, the Superintendent shall develop procedures necessary to protect individual rights and preserve confidential information.

A. Special Education Records.

Upon a student's graduation from high school, his or her parents, or an adult student, may request the School Department, in writing, to have the student's records and final individualized education program destroyed at that time or request that the records be retained until the student's twenty-sixth birthday. The parent or adult student may, at any time prior to the student's twenty-sixth birthday, request, in writing, that the records be retained until the student's thirtieth birthday.

Absent any request by a student's parents at the time of graduation, the School Department shall destroy a student's records and final individualized education program within a reasonable time after the student's twenty-sixth birthday, provided that all such records be destroyed by the student's thirtieth birthday.

The District shall inform parents/guardians when personally identifiable information collected, maintained, or used in relation to the provision of special education for their student is no longer needed to provide educational services to the child. The information must be destroyed at the request of the parents/guardians. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation. 34 CFR 300.624.

The District shall maintain a copy of the last Individualized Education Plan ("IEP") that was in effect prior to the student's exit from special education until the student's thirtieth (30th) birthday.

The District shall provide parents/guardians, or where applicable, the adult student, with a written notice of the District's document destruction policies upon the student's graduation with a regular high school diploma or at the transfer of rights, whichever occurs first.

The District shall provide public notice of its document destruction policy at least annually.

B. Litigation Hold.

On receipt of notice from legal counsel representing the District in that a litigation hold is required, the routine destruction of governmental records, including paper and electronic records, which are or may be subject to the litigation hold shall cease. The destruction of records subject to a litigation hold shall not resume until the District has received a written directive from legal counsel authorizing resumption of the routine destruction of those records in accordance with the retention requirements of this policy and the associated procedures.

C. Right-to-Know Request Hold.

On receipt of a Right-to-Know law request to inspect or copy governmental records, the Superintendent shall cease any destruction of governmental records which are or may be the subject of the request. The records shall be retained regardless of whether they are subject to disclosure under RSA Chapter 91-A, the Right-to-Know law. If a request for inspection is denied on the grounds that the information is exempt under this chapter, the requested material shall be preserved for no less than ninety (90) days and until any lawsuit pursuant to RSA 91-A: 7-8 has been finally resolved, all appeal periods have expired, and a written directive from legal counsel representing the District authorizing destruction of the records has been received.

| Type of Record: | Statute, Rule, or other legal authority – if none listed the retention period is a recommendation | Retention Period |
|--|---|---|
| Business Records: | | |
| Accident Reports - Employee | | |
| <ul style="list-style-type: none"> ▪ Employee | | 6 years or term of employment |
| <ul style="list-style-type: none"> ▪ Student | | Age of majority, plus 6 years |
| Accounts Receivable | RSA 33-A:3-a | Until Audited, plus 1 year |
| Annual Audit | RSA 33-A:3-a (10 years) | Permanent |
| Annual Report (District), Warrants, Annual Meeting Minutes, Budgets (District & SAU | RSA 22-A:3-a | Permanent |
| Application for Federal Grants | 20 U.S.C. 1232f., (three years after the completion of the activity for which the funds are used) other authorities may apply | 5 years |
| Architectural Plans Engineering Surveys Asbestos Removal | | Permanent |
| Bank Deposit Slips | RSA 33-A:3-a | 6 years |
| Bond Issue Material | RSA 33-A:3-a | Permanent |
| Budget Worksheets | | End of budget year, plus 1 year |
| Cash receipts, disbursement records, checks | RSA 33-A:3-a | Until Audited and at least 6 years after last entry |
| Child Labor Permits | | 1 year |
| Contracts*: | RSA 33-A:3-a (Life of project or purchase) | Life of contract plus 3 years |
| <ul style="list-style-type: none"> ▪ Construction Contracts, Capital projects, fixed assets that require accountability after acquired* | RSA 33-A:3-a (Life of project/asset) | Life of contract, building, asset plus 20 years |
| <ul style="list-style-type: none"> ▪ Engineering Surveys | | Permanent |
| <ul style="list-style-type: none"> ▪ Unsuccessful bids | RSA 33-A:3-a (Life of project, plus 1 year) | Life of contract plus 3 years |

| Type of Record: | Statute, Rule, etc... | Retention Period |
|---|---|---|
| Contract: Certified Educator | | Permanent |
| COBRA Notices | 42 U.S.C. 300bb-1 (<i>No requirement, recommend 6 years</i>) ERISA 29 U.S.C. §1027 (6 years) | 6 years from date of issue |
| Collective Bargaining Agreements | | Permanent |
| Correspondence for Business | | Life of subject matter plus 4 years |
| Correspondence – General | | 3 years or longer when historic/useful |
| Correspondence Transitory | RSA 33-A:3-a | As needed for reference |
| Deeds | | Permanent |
| District Meeting Minutes & Warrants | | Permanent |
| Insurance Policies | RSA 33-A:3-a | Permanent |
| Notes (Loan Documents) | RSA 33-A:3-a | Until paid, Audited, plus 1 year |
| Student Activities Records/Accounts | RSA 33-A:3-a (bank deposit slips and statements 6 years) | Until Audited, plus 6 years |
| Enrollment Reports: | | |
| ▪ Fall Reports A-12-A | | Permanent |
| ▪ Pupil Registers | RSA 189:27-b | Permanent |
| ▪ Resident Pupil Membership Form | | 14 years |
| ▪ School Opening Reports | | 3 years |
| ▪ Statistical Report A-3 | RSA 189:28 | Permanent |
| Federal Projects Documents | Review specific project/grant program requirements. 20 U.S.C. 1232f, (three years after the completion of the activity for which the funds are used), other authorities may apply | 5 years after submission of final audit report and documentation for expenditures, unless there is an ongoing audit |
| FICA reports - monthly | | 7 years |

| Type of Record: | Statute, Rule, etc... | Retention Period |
|--|---|-----------------------------------|
| Attendance Records: | | |
| ▪ Leaves | Family Medical Leave Act – 3 years | 3 years |
| ▪ Request for Leaves | | 1 year |
| Personnel Records: | RSA 33-A:3-a. Retirement or termination, plus 20 years | Term of Employment, plus 20 years |
| Application for Employment – Successful | RSA 33-A:3-a Unsuccessful applicants: current year, plus 3 years | Term of Employment, plus 20 years |
| Class Observation Forms | | 1 year |
| Criminal Record Check | RSA 189:13-a (Superintendent only) | Destroy immediately after review |
| Civil Rights Forms, Discrimination claims, accommodations under ADA, information used for EEO-5 Report, EEO-5 Report | 29 C.F.R. §1602.40; 42 U.S.C. 12117; 42 U.S.C. § §§ 2000e-8-2000e-12; 42 U.S.C. § 2000ff-6; (final disposition, 2 years, 3 years) | 6 years |
| Dues Authorization | Term of Employment | |
| Application, including Criminal records | Term of Employment | |
| Evaluations | Term of Employment | |
| HIPAA Documentation | 6 years | |
| Medical Benefits | Term of Employment | |
| Re-employment Letter of Assurance | 1 year | |
| Retirement application | Term of Employment | |
| Separation from Employment Letter/Form | 6 years | |
| Staff Development Plan | Term of Employment | |
| Child Abuse Reports/Allegations | Permanent | |
| Criminal Investigation | Permanent | |
| Criminal Records Check Unsuccessful/Unfavorable | 1 year | |
| Personnel Investigations | Permanent | |
| Sexual Harassment | Permanent | |

| Type of Record: | Statute, Rule, etc... | Retention Period |
|--|---|-------------------------------|
| Quarterly Forms 941 | 6 years | |
| Fixed Trip Requests/Confirmation | | 1 year |
| Fixed Assets Schedule | | Permanent as updated |
| Form C-2 Unemployment Wage Report (DES 100) | | 6 years |
| Invoices | Until Audit, plus 1 year | 3 years |
| MS-22 Budget Form | | 6 years |
| MS-23 Budget Form | | 6 years |
| MS-25 Budget Form | | Permanent |
| Minutes of Board Meetings, Board Committees | RSA 91-A:2, II, RSA 33-A:3-a | Permanent |
| Purchase Order | | Until Audit, plus 1 year |
| Request for Payment Vouchers | | Until Audit, plus 1 year |
| Requisitions | | 1 year |
| Retirement Reports - Monthly | | 1 year |
| Timecards: | | |
| <ul style="list-style-type: none"> ▪ Custodial ▪ Secretarial ▪ Substitute Teacher | Lab 803.3. Notification and Records no less than 4 years | 5 years 5 years 5 years |
| Payroll Records | RSA 33-A:3-a Audited, plus 1 year 29 C.F.R. §1627.3 (3 years) ADEA: 29 U.S.C. §626, 29 CFR Part 1602 (2 years from job action); 29 C.F.R § 825.500 FMLA, 29 U.S.C.§2616, 3 years | 6 years |
| Travel Reimbursements | Until Audit, plus 1 year | 3 years |
| Treasurer's Receipts Cancelled Checks | | 6 years |
| Treasurer's Report | | 6 years |

| Type of Record: | Statute, Rule, etc... | Retention Period |
|--|--|-------------------------------|
| Vocational Education: | | |
| AVI Form Vocational Center Regional Contracts Federal Vocational Forms | 1 year 20 years | 1 year 20 years 6 years |
| Voucher Manifests | | Until Audit, plus 1 year |
| Tax Forms: | | |
| W-2's' 1099 | Keep all records of employment taxes for at least four years after filing the 4 th quarter for the year. – 26 C.F.R. §31.6001-1(e)(2)(tax advisors say 7 years) | 7years |
| W-4 Withholding Exemption Certificate | Keep all records of employment taxes for at least four years after filing the 4 th quarter for the year. – 26 C.F.R. §31.6001-1(e)(2)(tax advisors say 7 years) | 7 years |
| W-9 | Keep all records of employment taxes for at least four years after filing the 4 th quarter for the year. – 26 C.F.R. §31.6001-1(e)(2)(tax advisors say 7 years) | 7 years |
| 941-E Quarterly Taxes | Keep all records of employment taxes for at least four years after filing the 4 th quarter for the year. – 26 C.F.R. §31.6001-1(e)(2)(tax advisors say 7 years) | 7 years |

Legal Reference

RSA 189:29-a

NH Code of Administrative Rules, Section Ed 306.04(a)(4)

NH Code of Administrative Rules, Section Ed 306.04(h)

First reading: 12/13/2023

Adopted: