

TIMBERLANE REGIONAL SCHOOL BOARD

ATKINSON, DANVILLE, PLAISTOW, SANDOWN

THURSDAY, APRIL 18, 2019

Regular Meeting - 7:00PM*

Dr. Earl Metzler, II, Superintendent
Dr. Roxanne Wilson, Asst. Superintendent

Superintendent's Office
30 Greenough Road , Plaistow, NH
Shawn O'Neil, Chairman
Jennifer Silva, Vice Chairman

**Note new start time.*

AGENDA

1. **7:00 PM*** Call to Order – Chair
2. Roll Call – Clerk
3. Pledge of Allegiance
4. Approval of Minutes
 - a. April 4, 2019 (2 sets)
5. Student Representative
6. Delegates and Individuals
7. Current Business
 - a. **7:10PM** SPED Trend Report – INFORMATIONAL (30 minutes)
 - b. **7:40PM** Strategic Plan/Facilities Plan Update – INFORMATIONAL (60 minutes)
 - c. **8:40PM** Primex Contribution Assurance Program Cap – ACTION (15 minutes)
 - d. **8:55PM** Last Day of School – ACTION (10 minutes)
 - e. **9:05PM** Policies (First read) – ACTION (10 minutes)
8. **9:15PM** Administrator's Report
9. **9:20PM** Personnel Report
10. **9:25PM** Committee Reports/Reports of the School Board
11. Correspondence Folder
12. Vendor and Payroll Registers
13. **9:30PM** Other Business
14. Non-public (if needed)
15. Future Dates

DATE	MEETING TYPE	LOCATION	TIME
April 15	SAU Board Re-organizational Meeting	SAU	7:00PM
April 18	Regular Board Meeting	SAU	7:00PM
May 2	Regular Board Meeting	SAU	7:00PM
May 16	Regular Board Meeting	SAU	7:00PM
June 6	Regular Board Meeting	SAU	7:00PM
June 13	Regular Board Meeting	SAU	7:00PM

The MISSION of the Timberlane Regional School District is to engage all students in challenging and relevant learning opportunities, emphasizing high aspirations and personal growth.

ADMINISTRATOR'S REPORT

Administrator's Report for April 4, 2019 School Board Meeting

1-3. OPEN MEETING *Self-explanatory.*

4. APPROVAL OF MINUTES *(April 4 – 2 sets)*

5-6. STUDENT REP AND DELEGATES AND INDIVIDUALS

7. CURRENT BUSINESS

a. SPED Trend Report – INFORMATIONAL

Susan Rasicot to provide an update on this report that is generated by NESDEC based on information provided to them. The trend report and out of district placement budget lines are included in this packet. (general ed and special ed budget lines to follow)

b. Strategic Plan/Facilities Plan Update – INFORMATIONAL

Dr. Wilson to speak to the status of the strategic plan as part of the board's requested biannual reporting. Tom Geary to speak to the facilities plan. The board will also engage in discussion relative to facilities' needs and budget accounts.

c. Primex Contribution Assurance Program Cap – ACTION

Geoff Dowd to re-present the Primex Contribution Cap as well as present information relative to the district's previous contract and on how risk pools are established.

d. Last Day of School – ACTION

Christi Michaud to present a proposal to designate June 14th as the last day of school for the 2018-19 school year.

e. Policies – ACTION

Board to review policies GCO, JICK, and IMBD for first read (procedures JICK-R, JICK-X, and IMBD-R are included in packets for informational purposes as those documents are developed and approved by SLT).

8. ADMINISTRATOR'S REPORT – *Dr. Wilson to present*

a. Update on District Activities

9. PERSONNEL REPORT – *Dr. Wilson to present*

10. COMMITTEE REPORTS/REPORTS OF THE SCHOOL BOARD – *Committee Chairs to update board on current initiatives (these topics were combined by the Chair).*

11. CORRESPONDENCE – *All correspondence now forwarded to board members as it comes in.*

12. VENDOR AND PAYROLL REGISTERS – *please be sure to review and sign vendor and payroll registers.*

13. OTHER BUSINESS – *Board members to provide agenda items for future meeting consideration.*

14. NON-PUBLIC – *if needed.*

15. FUTURE DATES – *As indicated.*

May 16, 2019	
Policies	
Treasurers Report (in packet)	
Business Consultant	<i>Job description analysis</i>
Projected Year End Financials	

Back Burner List	
TTA/TSSU Updates	
Instructional Tools/Assessment Reporting	<i>Throughout the year</i>
Treasurer's Report (quarterly)	<i>August/November/February/May</i>
Strategic Plan Progress Update	<i>September/March</i>
Invite State Reps to Board Meeting	<i>One of board goals</i>
School Calendar Workshop	



5 data points

Special Education Trend Report for 2018-19

Timberlane RSD, NH

Attached is the NESDEC *Special Education Trend Report* for your school district. We appreciate your participation in the *Special Education Trend Report* and look forward to providing this information regarding your district's Special Education services in future years.

Available free of charge exclusively to NESDEC affiliates on an annual basis, the *Special Education Trend Report* is a planning and decision-making tool for Superintendents and other school district leaders. The *Report* is designed to serve as a straightforward gauge of Special Education service delivery, staffing and expenditure levels.

Tips for using the *Special Education Trend Report*:

Check for Accuracy: The *Special Education Trend Report* tables, charts and graphs are developed using data and information provided by your school district. Check to see that the data used to generate the *Special Education Trend Report* has been accurately reported to NESDEC and/or accurately transferred from the data submission form submitted by your district. If you suspect inaccuracies, please notify NESDEC immediately so we can resolve any issues. Some districts report data as of October 1; others as of December or January. The date for your district is noted on the report. Please note that the data for 2018-19 is estimated (indicated by an "e"), since at the time of the report the academic year had not, yet, been completed. This estimated data can be updated when the data submission forms for 2019-20 are sent out to districts.

Total Number of IEP's: While the total number of district IEP's may vary from year to year, large year-to-year fluctuations might warrant further investigation. Could the increase or decrease be the result of a change in programs, procedures, personnel or budget? Could the change be attributable to changes in demographics? Is the change due to an anomaly that will likely even out in the future?

Total General Education and Special Education Expenditures (excluding fringe benefits): As one might expect, depending upon the economic climate, total district expenditures can be expected to go up or down from year to year. It is not unusual for general education expenditures and special education expenditures to trend fairly closely to one another. However, if general education expenditures are flat or declining while special education expenditures are rising (or vice-versa), it might be prudent to investigate in order to be able to explain the phenomenon and estimate the long-term trend.

Special Education Expenditures as a % of Total District Expenditures: Special Education expenditures expressed as a percentage of total district expenditures can be calculated in various ways. The *Special Education Trend Report* uses district-provided data excluding fringe benefits (i.e., employee health insurance). The percent of the total expenditures attributed to special education (sometimes referred to as “Direct Special Education Costs”) can vary from state to state. In order to compare local special education expenditures to the “average” special education expenditures derived by the state, school leaders are encouraged to check with their state education agency.

Outside Special Education Placements and Collaborative Placements: Many school districts provide services for lower incidence special education students through outside placements or through collaboratives, cooperatives or consortiums. Depending upon the required level of service, the cost of both collaborative and outside placements can be many times the average cost of a general education student. It is useful to know the reason(s) behind an upward or downward trend in outside placement and/or collaborative expenditures. Collaborative placements are generally viewed as a way to offer high quality, cost-effective services to lower incidence children. On an average per pupil basis, outside placement expenditures tend to be higher than collaborative placements. If this is not borne out by your *Special Education Trend Report*, you might wish to explore the reason(s) why.

Collaborative and Outside Placement Expenditures as a % of Total Special Education Expenditures (excluding fringe benefits): The cost of collaborative and outside placements as a percent of total special education expenditures can be used to examine how the district is serving low incidence special education students. While these costs can vary widely from district to district, it may be worth exploring the possibility that some children in outside placements could receive comparable high-quality services in a less costly existing, or newly created, collaborative setting.

Number of IEP’s per Special Education Paraprofessional and/or Teacher Assistant: School districts work very hard to keep special education identified students in the least restrictive educational setting. Assigning paraprofessionals or teacher assistants to classes where students need additional help and support is a common strategy for keeping students in the “mainstream”. To what extent paraprofessionals and assistants impact special education costs is an important consideration as leaders organize special education service-delivery. The typical range for this indicator appears to be 5 to 8 IEP’s per special education paraprofessional/teacher assistant.

Collaborative/Consortium Membership

According to the information submitted to NESDEC, your school district is not a member of a Consortium/Collaborative.

Final Notes Regarding Your District’s Special Education Trend Report:

Your district indicates that your data for the *Special Education Trend Report* is all based upon the EOY Report except for this year’s data, which is from NHSEIS.

Your district’s *Report* is generated based upon five data points; that is, the change over four years.

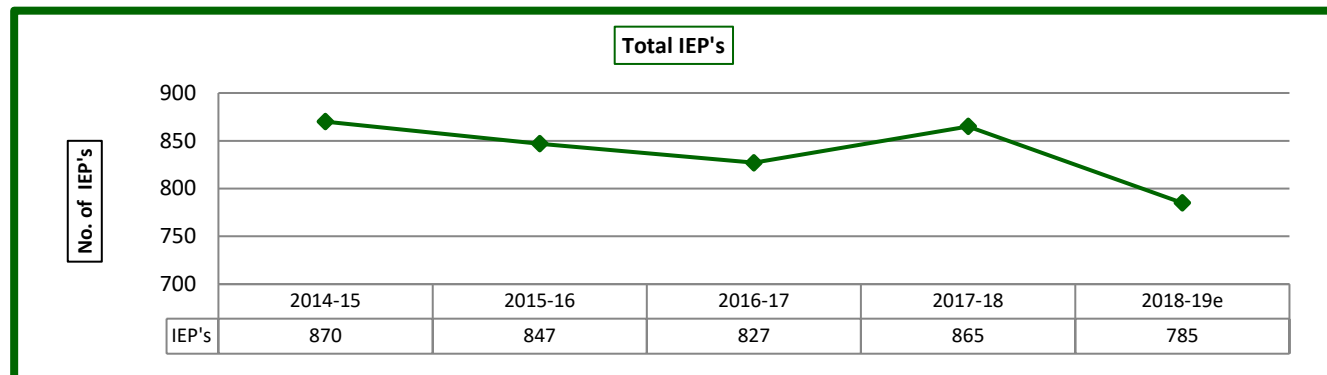
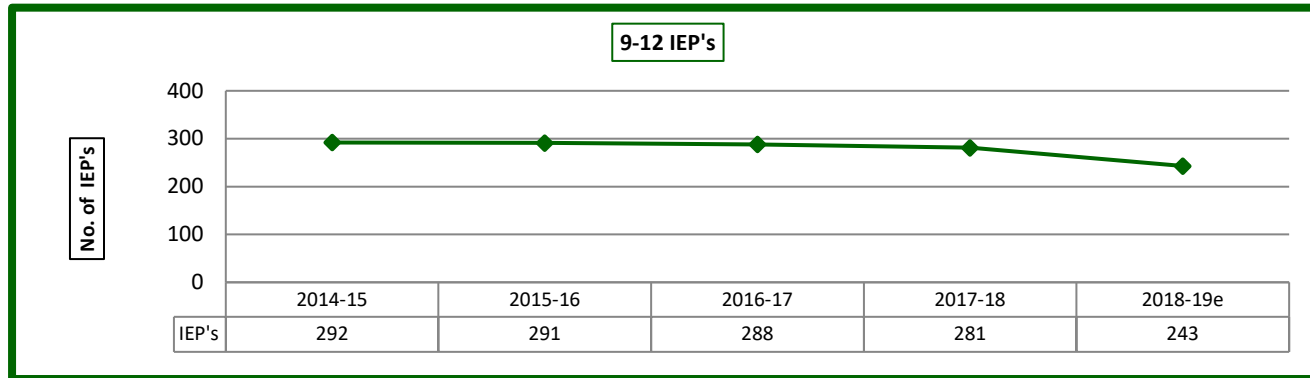
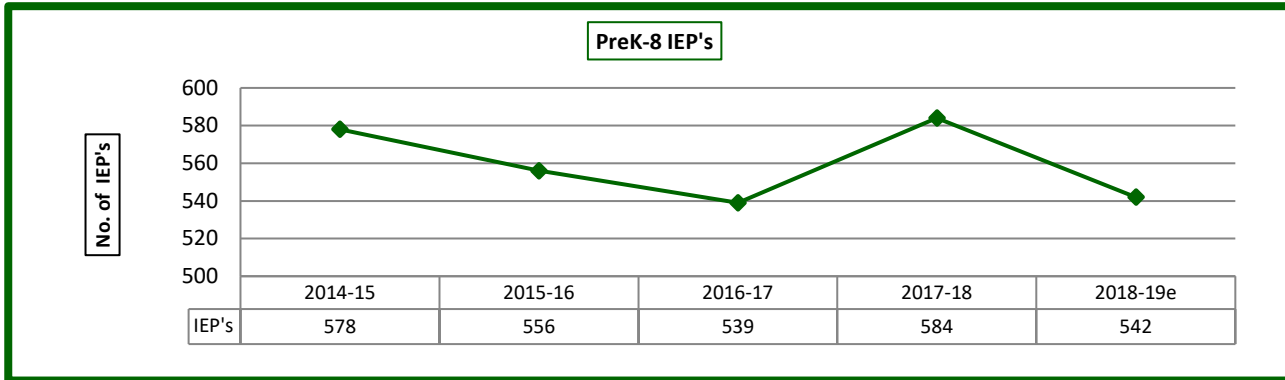
A comments section can be found at the end of the report.

Special Education Trend Report - Timberlane RSD, NH

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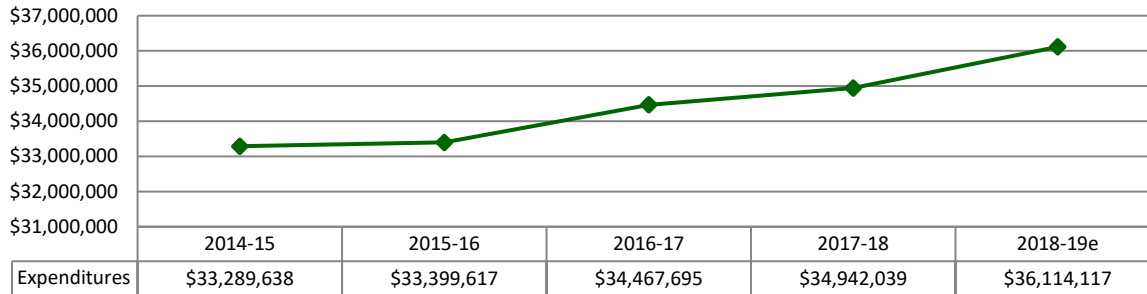
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5 data points

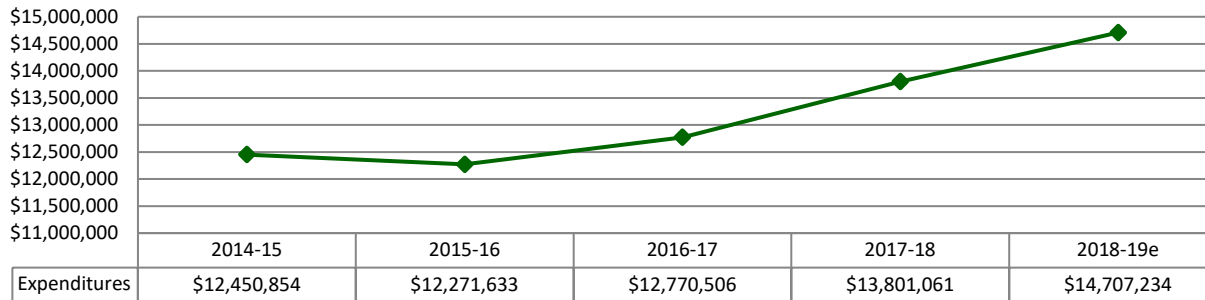


Special Education Trend Report - Timberlane RSD, NH

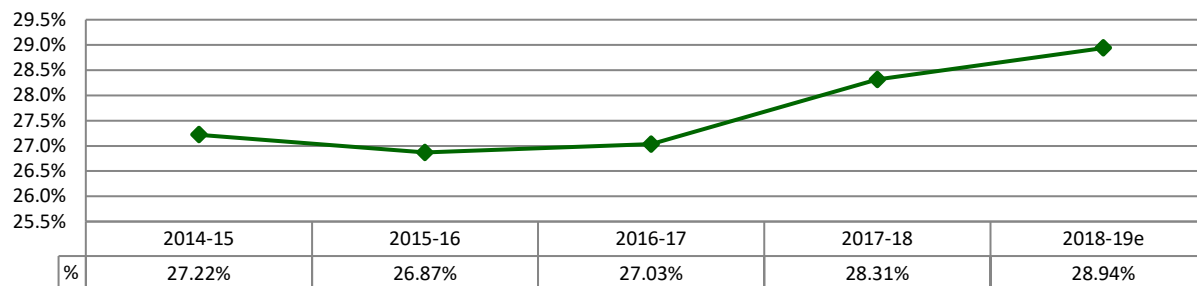
Total General Education Expenditures (excluding fringe benefits)



Total Special Education Expenditures (excluding fringe benefits)

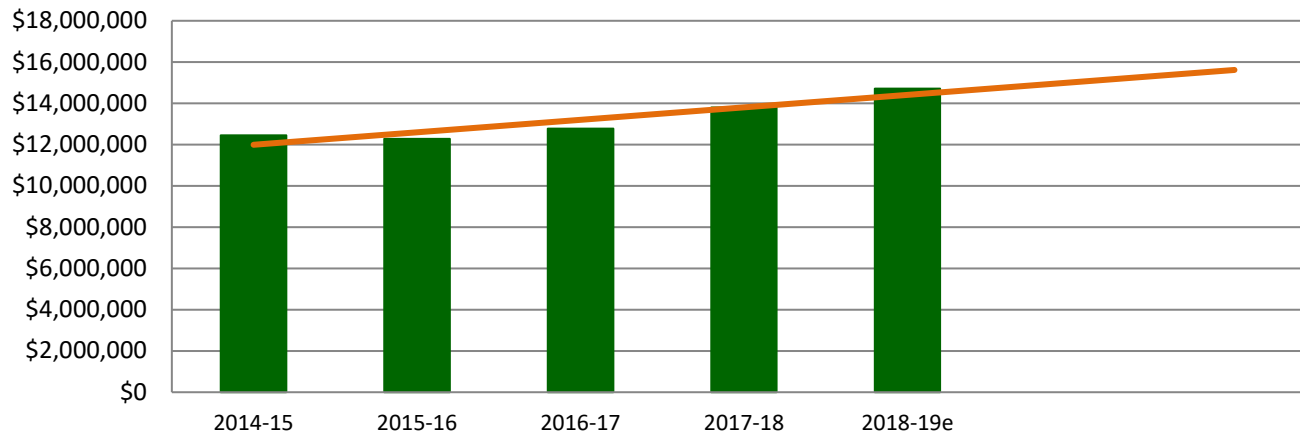


Special Education Expenditures as a % of Total District Expenditures (excluding fringe benefits)



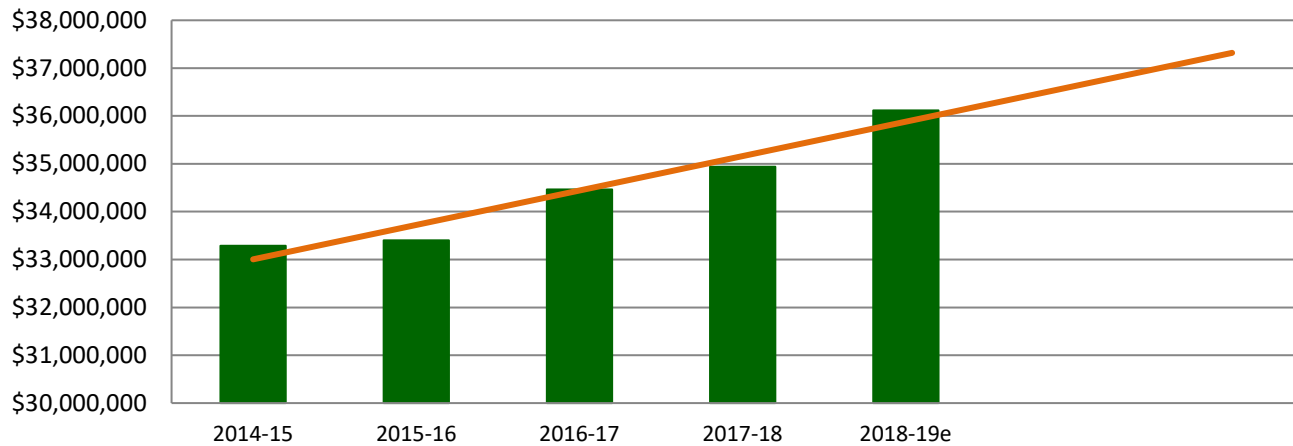
Special Education Trend Report - Timberlane RSD, NH

Total Special Education Expenditures (excluding fringe benefits) Trendline



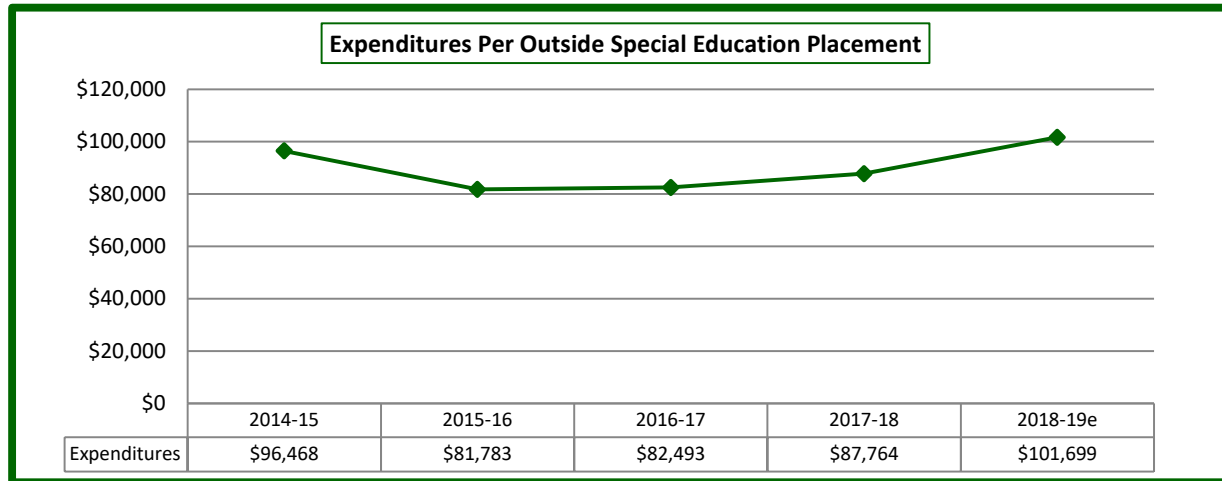
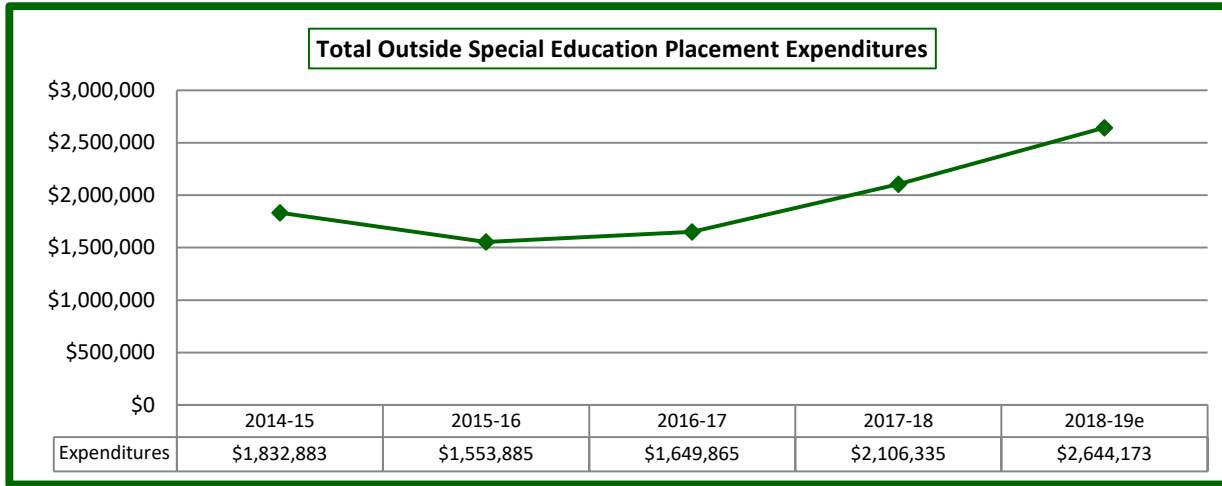
Year	Spec Ed Exp
2014-15	\$12,450,854
2015-16	\$12,271,633
2016-17	\$12,770,506
2017-18	\$13,801,061
2018-19e	\$14,707,234

Total General Education Expenditures (excluding fringe benefits) Trendline



Year	Gen Ed Exp
2014-15	\$33,289,638
2015-16	\$33,399,617
2016-17	\$34,467,695
2017-18	\$34,942,039
2018-19e	\$36,114,117

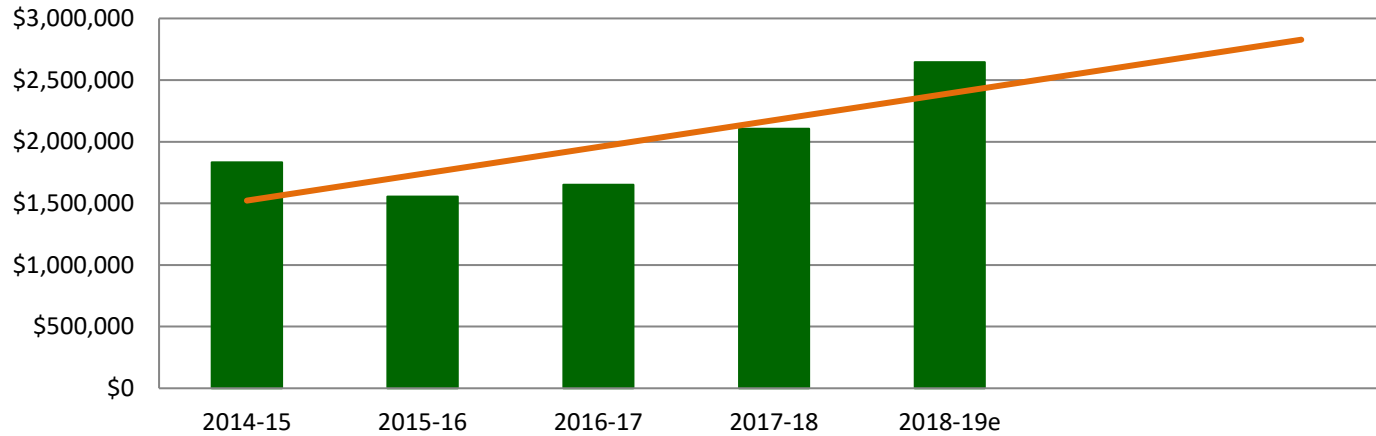
Special Education Trend Report - Timberlane RSD, NH



Outside Placements					
	2014-15	2015-16	2016-17	2017-18	2018-19e
PK-8	6	9	9	11	12
9-12	13	10	11	13	14
Total	19	19	20	24	26

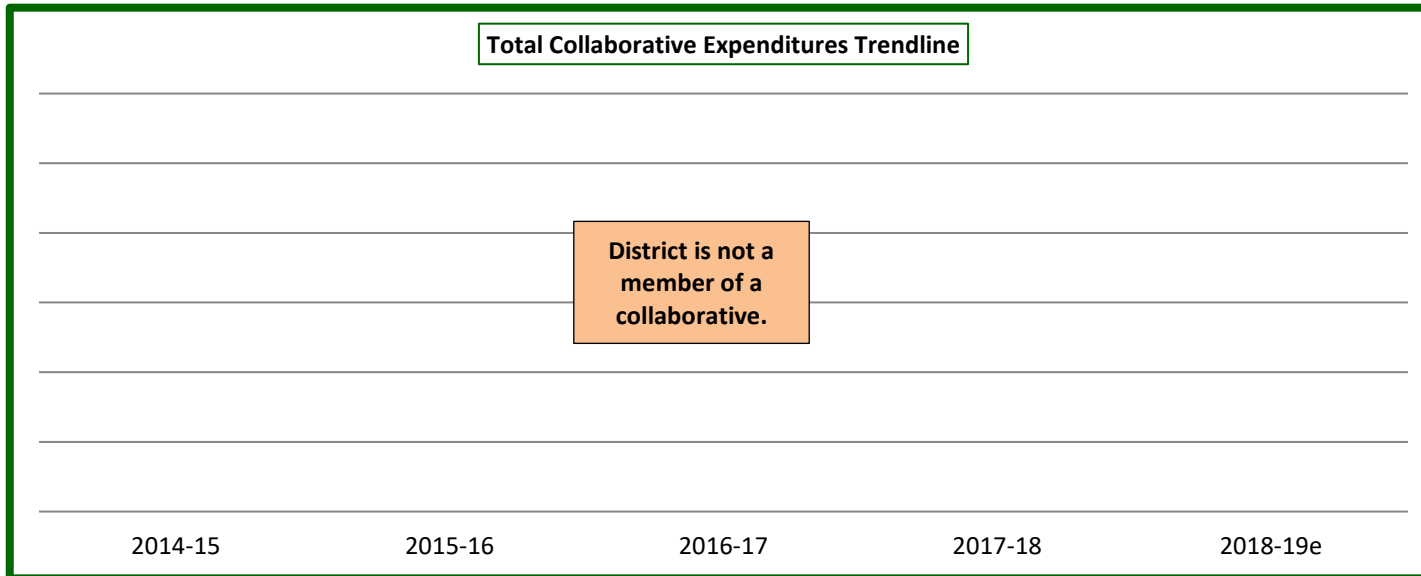
Special Education Trend Report - Timberlane RSD, NH

Total Outside Special Education Placement Expenditures Trendline



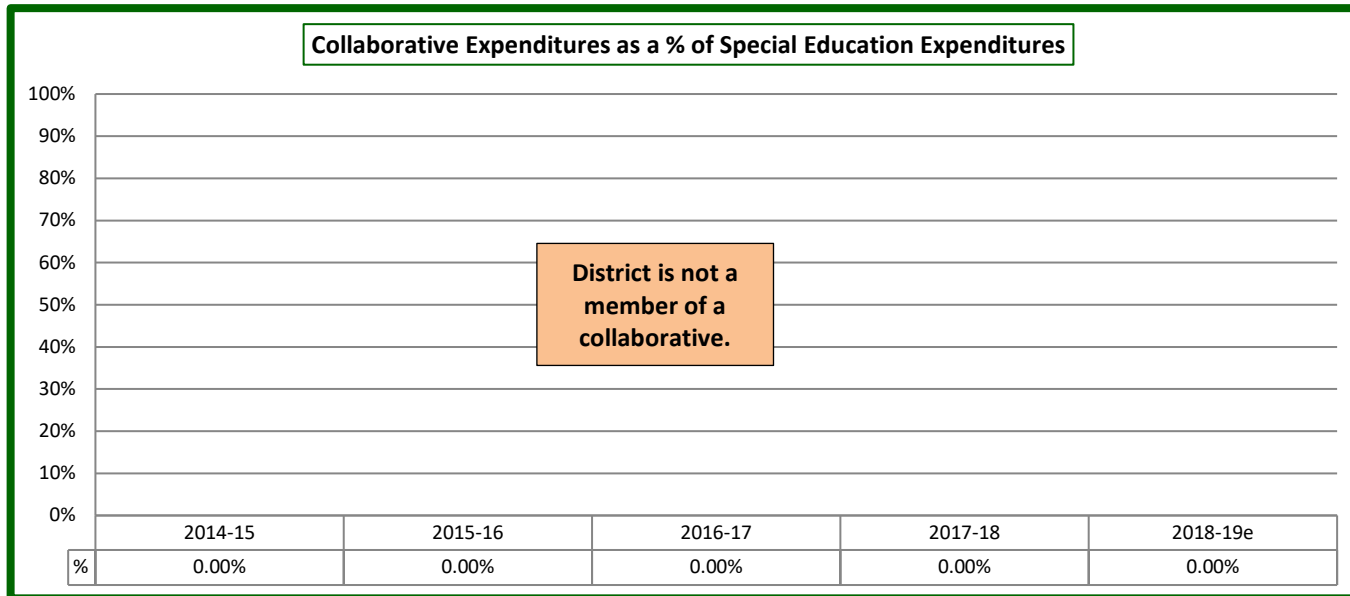
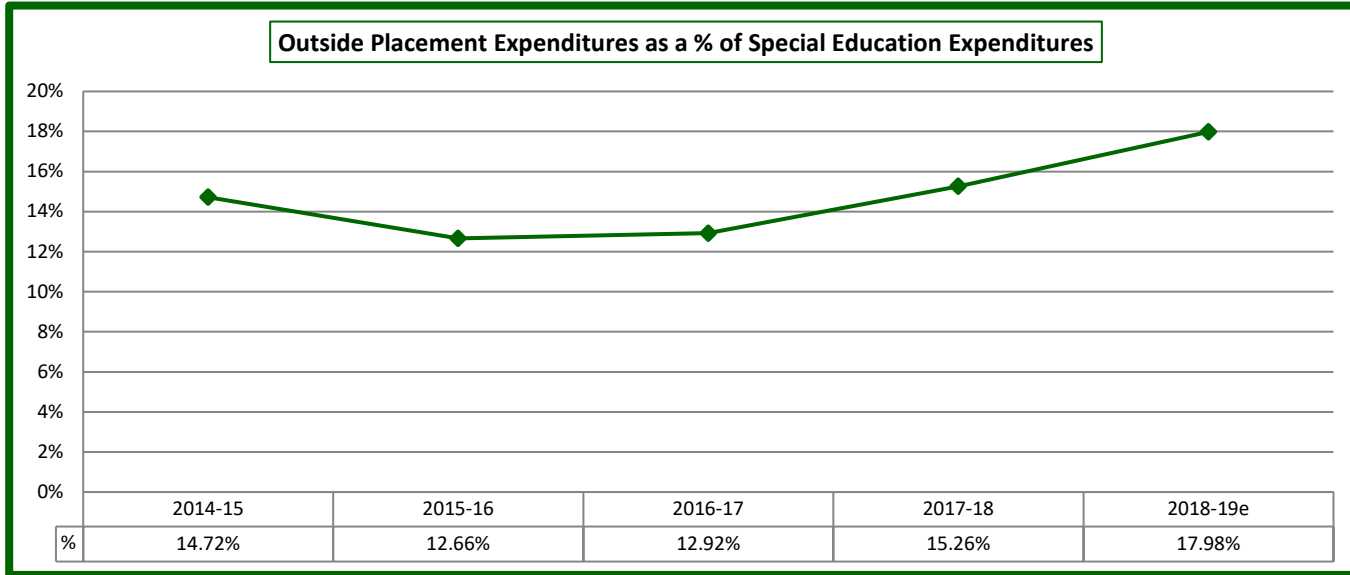
Year	Out Exp
2014-15	\$1,832,883
2015-16	\$1,553,885
2016-17	\$1,649,865
2017-18	\$2,106,335
2018-19e	\$2,644,173

Total Collaborative Expenditures Trendline



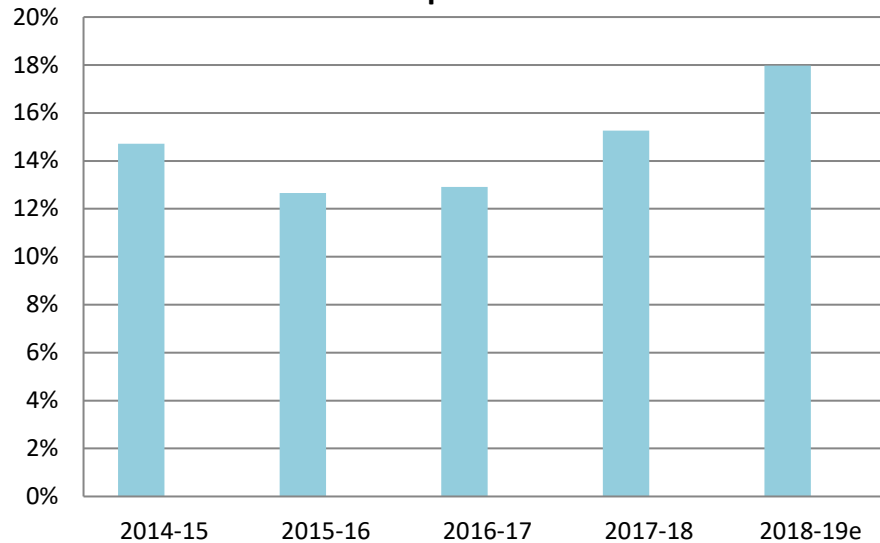
Year	Collab Exp
2014-15	\$0
2015-16	\$0
2016-17	\$0
2017-18	\$0
2018-19e	\$0

Special Education Trend Report - Timberlane RSD, NH



Special Education Trend Report - Timberlane RSD, NH

**Comparison of Outside and Collaborative Placements
as Percentage of Total Special Education
Expenditures**



District is not a member of a collaborative.

- Outside Placements
- Collaborative Placements

Special Education Support Staff

Number of Special Education Para/Assistants

<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19e</u>
123.00	123.00	130.00	135.00	127.00

Number of IEP's Per Para/Assistant

<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19e</u>
7.07	6.89	6.36	6.41	6.18

Typical Range = 5-8

Special Education Trend Report - Timberlane RSD, NH

Comments Regarding Your Report: (2014-15 Base Year)

1) The district's estimated number of IEP's for the current year is:

785.0
852.3
-67.3

1a) The district's average* number of IEP's over the multi-year period is:

1b) The difference between the current year's estimated number of IEP's and the multi-year average is:

2) The district's estimated expenditure level for General Education for the current year is:

\$ 36,114,117
\$ 34,024,747
\$ 2,089,370
6.14%

2a) The district's average* annual expenditure level for General Education over the multi-year period is:

2b) The difference between the current year's estimated General Education expenditure level and the average is:

2c) The difference between the current year's estimated Gen. Ed. expenditure level and the average, expressed as a %:

3) The district's estimated expenditure level for Special Education for the current year is:

\$ 14,707,234
\$ 12,823,514
\$ 1,883,721
14.69%

3a) The district's average* annual expenditure level for Special Education over the multi-year period is:

3b) The difference between the current year's estimated Special Education expenditure level and the average is:

3c) The difference between the current year's estimated Special Ed. expenditure level and the average, expressed as a %:

4) The district's estimated expenditure level for Outside Placements for the current year is:

\$ 2,644,173
\$ 1,785,742
\$ 858,431
48.07%

4a) The district's average* annual expenditure level for Outside Placements over the multi-year period is:

4b) The difference between the current year's estimated Outside Placement expenditure level and the average is:

4c) The difference between the current year's estimated Out Placement expenditure level and the average, expressed as a %:

***NOTE: Averages do not include current year estimates.**

Special Education Trend Report

2018

Five- year trend

2014-2019


Director of Pupil Personnel Services

Out of District Placements Expenditures and Line Items

School Year	Outside Placements Expenditures	Line items used to calculate the total sum	Feedback
2014-2015	\$1,832,883.00	100.1200.564.60.1.00000 100.1200.564.60.16.2.00000 100.1200.564.60.17.3.00000 100.1200.569.17.3.00000	
2015-2016	\$1,533,885.00	100.1200.564.60.1.00000 100.1200.564.60.16.2.00000 100.1200.564.60.17.3.00000 100.1200.569.17.3.00000	
2016-2017	\$1,649,865.00	100.1200.564.60.1.00000 100.1200.564.60.16.2.00000 100.1200.564.60.17.3.00000 100.1200.569.17.3.00000	
2017-2018	\$2,106,335.00	100.1200.564.60.1.00000 100.1200.564.60.16.2.00000 100.1200.564.60.17.3.00000 100.1200.569.17.3.00000	
2018-2019 (estimated)	\$2,644,173.00	100.1200.564.60.1.00000 100.1200.564.60.16.2.00000 100.1200.564.60.17.3.00000 100.1200.569.17.3.00000	

Memo

To: Shawn O'Neil, Chair Timberlane Regional School Board
Timberlane Regional School Board Members

From: Geoffrey Dowd 

CC: Dr. Earl Metzler

Date: March 28, 2019

Re: Primex Property & Liability Coverage CAP

Timberlane Regional School District belongs to Primex, a NH Public Risk Management Exchange, which provides various risk management policies for the District including Property & Liability coverage.

Primex has offered a Contribution Assurance Program (CAP) to the District, whereby the District provides a commitment to Primex for three (3) years, and Primex will commit to a cap on Property & Liability increases of not more than seven percent (7%) over the prior year's contribution.

For perspective, the District's historic rates are as follow:

<u>Year</u>	<u>Amount</u>	<u>% Incr./ (Decr.)</u>
2013-14	\$168,235	
2014-15	\$174,967	4.00%
2015-16	\$190,714	9.00%
2016-17	\$190,718	0.00%
2017-18	\$191,445	0.38%
2018-19	\$189,688	(0.92%)

A benefit to the program includes certainty with regard to what increases may be, regardless of what impact risk or market factors have on the policy.

Attached is the formal communication from Primex with details on the program.

If you are interested in adopting the program, Primex will require an affirmative vote of the Board, and will also require specific language, in the form of a resolution, to be adopted by the Board.

Property & Liability Program
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY

Primex³ is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex³ agrees to guarantee that your annual contribution increase will not exceed seven percent (7%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex³ Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

FY 2021 July 1, 2020 through June 30, 2021
(maximum 7% increase over July 1, 2019 through June 30, 2020 contribution)

FY 2022 July 1, 2021 through June 30, 2022
(maximum 7% increase over July 1, 2020 through June 30, 2021 contribution)

FY 2023 July 1, 2022 through June 30, 2023
(maximum 7% increase over July 1, 2021 through June 30, 2022 contribution)

By signing this Agreement, the **Timberlane Regional School District** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for three coverage period years, through **June 30, 2023**. The **Timberlane Regional School District** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The **Timberlane Regional School District** agrees that the seven percent (7%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Timberlane Regional School District** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the

three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **Timberlane Regional School District** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the **Timberlane Regional School District** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **Timberlane Regional School District** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **Timberlane Regional School District** by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **Timberlane Regional School District**, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **Timberlane Regional School District** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Timberlane Regional School District** with legal authority to contractually bind the **Timberlane Regional School District** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Property & Liability Program.

Authorized Representative
of the Governing Body

Title

Date

Print Name

**RESOLUTION TO ENTER PRIMEX³
Property & Liability Contribution Assurance Program (CAP)**

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Timberlane Regional School District** adopted on _____.

Board: _____

Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____

GENERAL CONDITIONS – ALL COVERAGE DOCUMENTS

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes and its bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions.

Throughout these General Conditions and the Coverage Document(s), the words "you" and "your" refer to the Member named in the Schedule of Members or the entity named in the Schedule of Not-For-Profit Corporations. The words "we", "us" and "our" refer to the public entity risk management pool (Primex³) providing the coverage. References to "member" or "Member" apply to entities named in the Schedule of Members and Schedule of Not-For-Profit Members.

The terms and conditions set forth in these General Conditions apply to all program(s) and coverage provided by us to you.

(A) Duties in the event of an Occurrence, Wrongful Act, claim, or suit

1. You must see to it that we are notified as soon as practicable in accordance with our policies and procedures of an Occurrence or Wrongful Act, incident or injury which may result in a claim. To the extent possible, notice should include:
 - (a) How, when and where the Occurrence or Wrongful Act, incident or injury took place;
 - (b) The names and addresses of any injured person and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the Occurrence or Wrongful Act, incident or injury.
2. If a claim is threatened or made or if a suit is brought against any Member, you must:
 - (a) Immediately record the specifics of the claim or suit and the date received;
 - (b) Notify us as soon as practicable and in accordance with our policies and procedures; and
 - (c) See to it that we receive written notice of the claim or suit as soon as practicable.
3. In connection with a claim or suit, you and any other Covered Person or Entity must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received,
 - (b) Authorize us to obtain records and other information,
 - (c) Cooperate with us in the investigation, settlement or defense of the claim or suit,
 - (d) Submit, and, as far as within your power, cause all persons connected with the claim or suit to submit to examination under oath by any person(s) named by us, relative to any and all matters, and

- (e) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member or Covered Entity because of injury or damage to which this coverage may also apply.

No Member will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

(B) No Legal Action Against Us

No person or organization has the right:

1. To join us as a party or otherwise bring us into a suit asking for damages from a Member; or
2. To sue us.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Member after said final judgment has been affirmed on appeal, if an appeal has been taken; but we will not be liable for damages that are not payable under the terms of this Coverage Document or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the Member's legal representative and the claimant or the claimant's legal representative.

(C) Other Insurance

Our coverage is always excess over any other insurance, whether primary, excess, pro-rata, contingent, or any other coverage which is self-insured or provided through a public entity pool, risk retention group or any other type of alternate funding mechanism, whether collectible or not.

Since our coverage is always excess, we will have no duty to defend any claim or suit where any other party has a duty to defend. If no party defends, we may undertake the defense, but we will be entitled to the Member's rights against all those parties.

Since our coverage is always excess over any other insurance, whether collectible or not, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

1. The total amount that all such other insurance would pay for the loss in the absence of our coverage; and
2. The total of all deductible and self-insured amounts under all that other insurance.

(D) Member Contribution

The amount that you pay for the coverage that we are providing to you is called your member contribution.

1. We will compute all Member contributions for this coverage in accordance with our rules and rates.
2. You must keep records of the information needed for your member contribution computation and send us copies at such times as we may request.

(E) Deductibles

Coverage that we are providing to you may be subject to deductibles. The amount of the deductible may be stated in the Coverage Declarations or the Schedule of Member Deductibles or as an amendment to the Coverage Document(s). Deductibles state the amount(s) you must pay before we are obligated to pay the balance of the loss or claim up to the applicable limit of coverage for the indicated risk or hazard.

(F) Representations

By accepting these General Conditions and the applicable Coverage Document(s) and Declarations, you agree:

1. The statements in the Coverage Document(s) and Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued that coverage in reliance upon your representations.

(G) Separation of Interests

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in the Coverage Document(s) to you, the coverage applies:

1. As if you were the only named Member; and
2. Separately to each Member against whom claim is made or suit is brought.

(H) Transfer of Rights Of Recovery Against Others To Us

If the Member has rights to recover all or part of any payment we have made, those rights are transferred to us. The Member must do nothing, before or after loss, to impair such rights. At our request, the Member will bring suit or transfer those rights to us and help us enforce them.

(I) Transfer of Your Rights and Duties

Your rights and duties under the Coverage Document(s) may not be transferred without our prior written consent.

(J) Subrogation.

We shall be subrogated to the extent of any payment hereunder to all the Member's rights of recovery therefore and the Member shall do nothing before or after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

1. Any recovery shall be proportionately shared between you and us according to the percent of payment.

(K) Changes to the Coverage Document(s)

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of the Coverage Document(s) or stop us from asserting any right under the terms of the Coverage Document(s), nor shall the terms of the Coverage Document(s) be

waived or changed, except by written amendment issued by us to form a part of the Coverage Document(s).

(L) Terminating Participation in Our Program(s)

1. You may only terminate participation in any of our programs(s) at the end of the applicable Coverage Period for that program(s) if renewing annually or at the end of any multi-year agreement term if you have executed a multi-year agreement.
2. If you decide to terminate participation in any of our programs(s), you must mail or deliver to our Chief Executive Officer written notice on official letterhead at least forty-five (45) days prior to the end of the Coverage Period for that program(s) or the end of the multi-year agreement term.

If said written notice is not provided by you at least forty-five (45) days prior to the end of the coverage period or the multi-year agreement term, membership shall automatically renew and continue for an additional coverage period, and all of the provisions of the Membership Agreement, Public Entity Coverage Documents, Trust Agreement, and Trust by-laws, policies and procedures shall remain applicable.

3. We may terminate your participation in any of our program(s) by mailing or delivering to you written notice of at least:
 - a) Ten (10) days for nonpayment of contribution or deductible or for failure to cooperate with us in the investigation, defense or settlement of a claim or suit, or
 - b) Forty-five (45) days prior to the end of the program(s) Coverage Period for any other reason.

If we terminate your participation in any claims-made liability coverage, the extended reporting period will not be provided to you.

4. The notice given by us will state the effective date of termination and the coverage period will end on that date.
5. Since you can only terminate participation in our program(s) at the end of the program(s) coverage period or the end of a multi-year agreement term, we will not refund any portion of your member contribution.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Upon terminating participation in our program(s), whether by you or us, all benefits of membership in the Primex³ Trust including entitlement to assets, credits, distributions, future benefits, services or other consideration shall terminate simultaneously.

(M) Inspections and Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to our ability to provide coverage to you and the contributions to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public and we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating, advisory, rate service or similar organization that makes inspections, surveys, reports or recommendations at our request.

(N) Bankruptcy or Receivership

Bankruptcy, receivership, or insolvency of the Member will not relieve us of our obligations under the Coverage Document(s).

Receivership will not relieve you of your obligations to us if we sustain any loss or liability as a result of your failure to fulfill your obligations. We reserve our rights to proceed against your post-receivership assets.

(O) Controversies and Disputes

All questions, controversies or disputes, of whatsoever character, arising in any manner or between parties or persons in connection with Primex³ or its operations, will be dealt with in accordance with the Primex³ Trust Agreement, Article VI, Controversies and Disputes.

(P) Severability of Interest

In the event of claims being made for Personal Injury and/or Property Damage by Covered Person for which another Member is or may be liable, then the Coverage Document(s) shall cover such Members against whom a claim is made or may be made in the same manner as if separate coverage had been provided to each Member. Nothing contained in the Coverage Document(s) shall operate to increase our liability set forth in the Declarations and the Coverage Document(s).

(Q) Governmental Immunity

Members shall not waive any rights they may have under applicable governmental immunity statutes without prior written approval by us. Should a judgment be rendered in excess of governmental immunity limits because of such waiver, we will not pay any excess amounts.

(R) Examination of Your Books and Records

We may examine your books and records as they relate to the Coverage Document(s) at any time during the coverage period and at any time following your termination of participation in our program(s) by either you or us for those coverage periods during which we provided coverage to you.

(S) Heading and Titles

The headings and titles used in these General Conditions, the Declarations, any Schedule, Coverage Document(s), or other documents that we may issue are for convenience or reference only. They do not constitute a part of any of those documents and are not to be used in the construction of them.

New Hampshire Public Risk Management Exchange

PUBLIC ENTITY PROPERTY COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

ITEM 1. Covered Entities	New Hampshire Public Risk Management Exchange and its Members and approved Not-for-Profit Corporations. See Schedule of Members and Schedule of Not-for-Profit Corporations.
ITEM 2. Document Number	P070118
ITEM 3. Coverage Period	<p>For Members with a July 1 effective date: From 12:01 A.M. Standard Time on July 1, 2018 or the date on which the entity becomes a Member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2019.</p> <p>For Members with a January 1 effective date: From 12:01 A.M. Standard Time on January 1, 2019 or the date on which the entity becomes a Member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2020.</p>
ITEM 4. Description and Location of Property Covered	<p>ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD AND EARTHQUAKE ON REAL AND PERSONAL PROPERTY, RENTAL INCOME INCLUDING BOND REVENUE PAYMENTS, BUSINESS INTERRUPTION, ACCOUNTS RECEIVABLE, DEBRIS REMOVAL, ELECTRONIC DATA PROCESSING - MEDIA AND EXTRA EXPENSE, INCREASED COST OF CONSTRUCTION AND DEMOLITION, PROPERTY IN TRANSIT, FINE ARTS, SERVICE INTERRUPTION, VEHICLES AND EQUIPMENT, LANDSCAPING, TEES AND GREENS, ANIMALS, PIERS, DOCKS AND WHARVES, VALUABLE PAPERS, AND EXTRA EXPENSE AND/OR AS MORE FULLY DEFINED IN THE FORMS ATTACHED.</p> <p>SITUATED AT: AS PER SCHEDULE AND VALUES ON FILE WITH THE NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE</p>

ITEM 5. Coverage Limits The limits and sub-limits apply per Occurrence, per Schedule on File with the New Hampshire Public Risk Management Exchange, All Covered Causes of Loss, Coverages and Members Combined unless otherwise stated.	
Blanket Limit Per Occurrence	\$1,000,000,000
Sub-Limits	
Accounts Receivable	\$500,000
Automobiles and Mobile Equipment - newly acquired	Included Included
Animals - death	\$50,000 aggregate for the Coverage Period
Working Dogs and Horses – discretionary for veterinary care	\$2,000 per work related accident

Sub-Limits	
Bridges – Scheduled, approved and not listed on the State of New Hampshire Department of Transportation Municipal Redlist (excluding coverage for the peril of Earthquake and excluding Federal Emergency Management Agency (F.E.M.A.) and/or New Hampshire Department of Safety, Bureau of Emergency Management (BEM) declared disasters)	\$150,000
Builders Risk – Property in Course of Construction, Remodeling	\$25,000,000 Projects values between \$25,000,001 to \$50,000,000 can be added with underwriting approval
Unscheduled Business Interruption, Rental Income and Tax Interruption Combined and Extra Expense	\$500,000
Extra Expense	\$5,000,000
Contingent Business Interruption, Contingent Rental Values and Contingent Extra Expense	\$500,000
Debris Removal	25% of the amount we pay for direct loss plus the deductible
Demolition and Increased Cost of Construction due to building code enforcement	\$5,000,000
Earthquake Shock	\$50,000,000 per Occurrence and annual aggregate
Electrical Power Fluctuations causing Damage to Property in the Open as defined	\$50,000/Occurrence and aggregate for the Coverage Period
Expediting Expense	Included
Fine Arts	Unscheduled: \$1,000 per item and \$10,000 aggregate for the Coverage Period Scheduled: Agreed amount per Schedule
Fire Department Service Charges and Replacement of Fire Extinguishing Materials	\$1,000
Flood	\$100,000,000 per Occurrence and aggregate for the Coverage Period all flood zones except A and V which are \$50,000,000 per Occurrence and aggregate for the Coverage Period. The sublimit for A and V does not increase the \$100,000,000 Aggregate
Jewelry, Furs, Precious Metals and Precious Stones	\$500,000
Landscaping, Golf Course Tees, Greens and Sand Traps and Natural Athletic Fields	\$10,000 per Occurrence and \$50,000 aggregate for the Coverage Period
Money and Securities	\$50,000
Pollutant Clean-Up and Removal	\$10,000

Sub-Limits	
Property in Transit	\$250,000
Roadways as defined herein, and paved sidewalks, (Excluding coverage for the peril of Earthquake and excluding Federal Emergency Management Agency (F.E.M.A.) and/or New Hampshire Department of Safety, Bureau of Emergency Management (BEM) declared disasters)	\$50,000
Unscheduled Street Lights and Traffic Signals	\$500,000
Service Interruption – Off Premises	\$50,000
Personal Property outside of USA	\$500,000
Terrorism	Foreign and Domestic \$5,000,000 per Occurrence and annual aggregate
Towing and Labor Expense	\$75 per disablement
Rental car	\$100/day and \$3,000 maximum for comparable vehicle due to covered cause of loss
Unscheduled Power Transmission Lines	\$200,000
Personal automobile deductible for Volunteer/Employee on official duty	Amount of their auto deductible up to \$500, when the loss occurs in the course of employment or Volunteer activity for the Member
Electronic Data	\$10,000 Per Occurrence, \$50,000 Annual Aggregate
Valuable Papers	\$100,000
Watercraft	Under 26': included Over 26': per Schedule on file
Windstorm	\$250,000,000 per Occurrence and annual aggregate for Tier 1 and Tier 2
ITEM 6. Other Conditions	<p>\$10,000,000 Miscellaneous Unnamed Locations for existing Members</p> <p>\$25,000,000 Automatic Acquisition for new locations for existing Members; automatic coverage for new locations greater than \$25,000,000 and up to \$100,000,000 for 90 days from date of acquisition. If values are not reported by the Member within 90 days, a maximum sublimit of \$25,000,000 applies.</p> <p>\$40,000,000 Errors and Omissions in the Reporting of Property or Property Values</p>
ITEM 7. Valuation	<ul style="list-style-type: none"> ▪ Repair or Replacement Cost ▪ Actual Loss Sustained for Time Element Coverages ▪ Actual Cash Value for Automobiles, Unmanned Aircraft, Mobile Equipment and mobile command centers ▪ Replacement Cost for In Service Fire Apparatus and equipment permanently installed thereon and ambulances
ITEM 8. Member Deductible	<p>\$1,000 Per occurrence</p> <p>24 hour waiting period Business Interruption and Service Interruption</p> <p>2.5% of annual tax value per location Tax Interruption</p> <p>\$100 vehicle glass breakage</p>

ITEM 9. New Hampshire Public Risk Management Exchange Self- Insured Retention	\$200,000 Per occurrence \$1,200,000 Annual aggregate, all losses do not erode the aggregate for the Coverage Period \$10,000 Maintenance deductible after aggregate is exhausted (\$25,000 for APD) \$250,000 Per occurrence flood zones A and V \$200,000 Per occurrence all other flood zones \$200,000 Per occurrence earthquake shock \$200,000 Auto physical damage and contractor's equipment
ITEM 10. Subject to Form(s) Attached Attached	Primex ³ Public Entity Property Coverage Document

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY PROPERTY COVERAGE DOCUMENT
P070118**

This Public Entity Property Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Property Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

Various provisions in this Document restrict coverage. Read the entire Document carefully to determine rights, duties and what is and is not covered.

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

COVERAGE AGREEMENT

In consideration of the member contribution paid by you to us, we agree to provide coverage for the following per the terms and conditions stated herein.

LIMITS OF LIABILITY

Subject to exclusions, amendments, and conditions hereinafter provided, our liability for any one Occurrence, regardless of whether one or more of the coverages provided in this Coverage Document are involved, shall not exceed:

(A) MEMBER AND POOL LIMITS OF LIABILITY

The Limits of Liability as described in the Public Entity Property Coverage Declarations apply per Occurrence unless indicated otherwise.

(B) MEMBER AND POOL SUB-LIMITS OF LIABILITY

The following categories of Covered Property or Causes of Loss are subject to sub-limits of liability as described in the Public Entity Property Coverage Declarations and apply per Occurrence unless indicated otherwise. Coverage is provided only if a sub-limit of liability is shown in the Public Entity Property Coverage Declarations for that item and do not increase the specific limits of liability. **The absence of a sub-limit of liability amount in the Public Entity Property Coverage Declarations means that no coverage is provided for that item.**

1. Per Occurrence and in the annual aggregate as respects the peril of Flood;
2. Per Occurrence and in the annual aggregate as respects the peril of Earthquake Shock;
3. Per Occurrence and in the annual aggregate as respects the peril of Windstorm;
4. Combined Business Interruption, Rental Income, Tax Interruption;
5. Extra Expense;
6. Miscellaneous Unnamed locations;
7. Automatic Acquisition. As per Coverage Document provisions;
8. Unscheduled Landscaping, golf course tees, greens and sand traps, and athletic fields if specific values for such items have not been reported on your schedule of values on file with us;
9. Course of Construction and Remodeling Projects;

10. Money and Securities for Fire, Wind, Hail, Explosion, Smoke, Lightning, Riot, Civil Commotion, Impact by Aircraft or Objects falling there from, Impact by Vehicles, Water Damage and Theft (other than by your employee);
11. Unscheduled Fine Arts (as more fully defined herein);
12. Scheduled bridges, approved and not listed as deficient on the State of New Hampshire Department of Transportation Municipal Redlist, Roadways as defined herein, and sidewalks, (excluding coverage for the peril of Earthquake and excluding Federal Emergency Management Agency (F.E.M.A.) and/or New Hampshire Department of Safety, Bureau of Emergency Management (BEM) declared disasters);
13. Increased Cost of Construction due to the enforcement of building codes/ordinance or law;
14. Property in Transit;
15. Animals;
16. Watercraft;
17. Automobiles and Mobile Equipment both existing and newly acquired
18. Off premises services interruption including extra expense resulting from a Covered Cause of Loss at non-owned/operated location(s);
19. Separately as respects Contingent Business Interruption, Contingent Rental Value, and Contingent Extra Expense;
20. Per Occurrence and in the annual aggregate as respects Earthquake for licensed vehicles, unlicensed vehicles, contractors equipment and fine arts combined for all Members where specific values for such items are not covered for dedicated Earthquake Shock coverage as part of your schedule of values held on file with us;
21. Per Occurrence and in the annual aggregate as respects Flood for licensed vehicles, unlicensed vehicles, contractors equipment and fine arts combined for all Members where specific values for such items are not covered for dedicated Flood coverage as part of your schedule of values held on file with us;
22. Claim Preparation Expenses;
23. Expediting Expenses;
24. Separately as respects furs, jewelry, precious metals and precious stones;
25. Business Interruption for Power Generation Facilities which is part of and not in addition to the sub-limit of liability set forth in item 4. above; and
26. Terrorism.

MEMBER'S DEDUCTIBLE

Deductibles are shown on the Public Entity Property Coverage Declarations, or by amendment. Unless a more specific deductible is applicable for a particular loss, the Member Deductible shown in the Public Entity Property Coverage Declarations shall apply per Occurrence. We will not pay for loss or damage in any one Occurrence until the amount of the loss or damage exceeds the applicable deductible.

COVERAGE TERRITORY

This Coverage Document covers Real Property within the United States. Personal Property and Automobiles is extended to worldwide coverage per Sub-Limit set forth in the Public Entity Property Coverage Declarations.

PERSONS OR ENTITIES COVERED

- (A) The Members named in the Schedule of Members and the entities named in the Schedule of Not-for-Profit Corporations;
- (B) Lessors and other party(ies) of interest in Covered Property. However, the inclusion of more than one covered party shall not serve to increase the limit of liability;

- (C) Mortgagees to whom we have issued certificates of coverage in accordance with the terms and conditions required by the mortgagee; and

Loss, if any, shall be adjusted with you and payable to you as your respective rights and interests may appear, subject however to the provisions of any payee or mortgagee clauses which may otherwise be provided.

DEFINITIONS

When used in this Coverage Document, including amendments forming a part hereof:

- (A) "Act of Terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (B) "Automobile" means any licensed land motor vehicle, trailer, or semi-trailer and subject to motor vehicle registration.
- (C) "Electronic Data Processing Equipment" means data processing equipment and information systems, equipment component parts and related peripheral equipment including air conditioning and fire protective equipment used solely for data processing operations.
- (D) "Fine Arts" means paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, books, maps, glass, antique silver and other similar items of art rarity or antiquity.
- (E) "Member" means those political subdivisions listed in the Schedule of Members.
- (F) "Mobile Equipment" means land vehicles including equipment and apparatus attached thereto, whether or not self-propelled and not subject to motor vehicle registration.
- (G) "Occurrence" means a loss, incident or series of losses or incidents not otherwise excluded by this Coverage Document and arising out of a single event, or interrelated events, or originating causes and includes all resultant or concomitant covered losses.

The definition of Occurrence has additional provisions when applied to loss or losses from Earthquake, Flood and/or Windstorm as delineated in those Coverage Extensions.

- (H) "Roadways" means that portion of a way improved, designed or ordinarily used for vehicular travel, but does not mean bridges, the sidewalk, berm or shoulder (even though such is used by persons riding bicycles or other human powered vehicles) and that has been paved with concrete, asphalt or similar hard surface and which is owned and maintained by the Member .

Roadways does not mean any bridge, private road, street, driveway, alley or similar by-way of any kind that the Member maintains whether or not said by-way has been accepted by the Member for that purpose.

- (I) "Unmanned Aircraft" means an aircraft that is not designed, manufactured or modified to be controlled by a person from within or on the aircraft.

COVERED PROPERTY

All property you own or lease of every description of an insurable nature, both real and personal (including improvements and betterments of your property), or property of others in your care, custody or control for which you are liable by written agreement or under obligation to provide property coverage.

It is also understood and agreed that the interest of additional covered parties and/or loss payees are automatically included.

PROPERTY NOT COVERED

- (A) Land (including land on which Covered Property is located) and land values;
- (B) Water;
- (C) Standing timber, bodies of water and growing crops,
- (D) Accounts, bills, deeds, evidences of debt;
- (E) Aircraft of any kind except Unmanned Aircraft;
- (F) Watercraft over twenty-six (26) feet in length unless listed on your schedule of values on file with us;
- (G) Rolling stock, except light rail vehicles, subway trains, and related track maintenance vehicles for light rail and subway trains;
- (H) Property sold by you under conditional sales or trust agreements, or under deferred payment plans after delivery to the purchaser;
- (I) Sewers, drains, flues, underground pumps and underground pipes of any kind what-so-ever whether located on or off your premises;
- (J) Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - 1. The lowest basement floor, or
 - 2. The surface of the ground, if there is no basement.
- (K) Property shipped by U.S. mail or commercial courier service;
- (L) Contraband or property in the course of illegal transportation or trade;
- (M) Underground storage tanks including their attached underground pipes, flues and drains; and
- (N) Tunnels, dams, catwalks, culverts, levees, guardrails and unscheduled bridges.
- (O) Non-owned furs, jewelry, precious metals and precious stones, except for such items in the care, custody and control of a Member law enforcement department.
- (P) Automobiles not owned or leased by you.
- (Q) Landfills and related property, including but not limited to liners, membranes, caps, and any other equipment utilized in the operation and maintenance of any landfill.
- (R) Railroad track

COVERED CAUSES OF LOSS

Risks that are not excluded of direct physical loss or damage to Covered Property subject to stated limits, sub-limits, coverage terms, conditions, and exclusions of this Coverage Document.

EXCLUDED CAUSES OF LOSS

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. However, we will pay for ensuing loss or damage from causes not otherwise excluded.

- (A) Delay, loss of use, loss of market, indirect or consequential loss except as may otherwise be specifically covered by this Coverage Document;
- (B) Dishonest or criminal acts by you, or of your employees, authorized representatives or anyone to whom you entrust your property for any purpose while acting alone or in collusion with others whether or not occurring during the hours of employment.
This exclusion does not apply to a carrier for hire, nor to acts of destruction by your employees.
- (C) Property that is missing, without proven explanation, a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property;
- (D) Voluntary parting with any property by you or anyone else to whom you have entrusted the property who is induced to do so by any fraudulent scheme, trick, device or false pretense;
- (E) Collapse, except as provided under the Collapse coverage extension;
- (F) Wear or tear or gradual deterioration;
- (G) Moth, vermin, rodents, termites or other insects;
- (H) Rust, corrosion, wet or dry rot, decay, deterioration, hidden or latent defect, inherent vice or any quality in the property that causes it to damage or destroy itself.
- (I) Loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is:

- a. any physical loss or damage to covered property;
- b. any insured peril or cause, whether or not contributing concurrently or in any sequence;
- c. any loss of use, occupancy, or functionality; or
- d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the policy that provides insurance, in whole or in part, for these matters.

- (J) Loss, damage, injury, expense, cost, or legal obligation directly or indirectly resulting from or arising out of or in any way related to:
 - 1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by pollutants or due to the presence, growth, proliferation, spread or any activity of fungus, wet rot or dry rot or bacteria; or

2. The cost associated with the enforcement of any ordinance or law which requires any member or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants, fungus, wet rot or dry rot or bacteria.

(K) Settling, cracking, shrinking or expansion of:

1. pavements, foundations, walls, floors, ceilings or other elements of building structures
2. bridges, wharfs, docks, boardwalks, bulkheads, pilings, piers, and retaining walls;
3. outdoor athletic tracks, artificial athletic fields, tennis courts, basketball courts; and
4. Roadways, streets, walkways, paved surfaces, and guardrails.

(L) Birds or animals except for collision with your Automobiles;

(M) Mechanical breakdown or derangement including rupture or bursting caused by centrifugal or reciprocating force. But if mechanical breakdown or derangement results in elevator collision, we will pay for the loss or damage caused by that elevator collision;

(N) Fluctuations in electrical power including a lack or excess thereof that disturbs electrical devices, appliances or wires. But if a fluctuation in electrical power results in fire, we will pay for the loss or damage caused by the fire. However, this exclusion does not apply to Electronic Data Processing Equipment;

(O) Explosion, rupture, bursting, cracking, burning out or bulging of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by you, or operated under your control.

But, if explosion, rupture, bursting, cracking, burning out or bulging of steam boilers, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, we will pay for that resulting loss or damage.

We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass;

(P) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning, irrigation or other equipment (except fire protective systems) caused by or resulting from freezing, unless you have made reasonable efforts to:

1. maintain heat in the building or structure; or
2. drain the equipment and shut off the water supply if the heat is not maintained.

(Q) Marring or scratching of personal property;

(R) Faulty, inadequate, or defective:

1. planning, zoning, development, surveying, siting;
2. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction. Workmanship also includes property damage to that particular part of any property that must be restored or repaired because your work was faultily performed on it.
3. materials used in repair, construction, renovation or remodeling; or

4. maintenance of part or all of any property on or off your premises.

(S) Continuous or repeated seepage or leakage of water;

(T) Governmental Action – seizure or destruction of property by order of governmental authority. But, we will pay for loss or damage caused by acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Document;

(U) Pollution

1. Any loss, cost, expense or damage to property arising out of the actual, alleged or threatened presence, existence, discharge, dispersal, release, seepage, migration, escape, travel, movement, relocation, deposit, decay, deterioration, dissolution, degradation, or absorption, of pollutants, whether sudden, gradual, indoor or outdoor;

2. Any loss, cost, expense or damage arising out of any governmental direction or request that you investigate, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, electromagnetic radiation, fiberglass, lead, lead paint, lead pigment, lead in water, lead products or materials containing lead, asbestos, silica, dioxin, polychlorinated biphenyls, or any other hazardous or toxic substance or waste of whatever kind and in whatever form, regardless of whether it is wholly or partially intact, degraded or decayed. Waste material includes materials that are intended to be or have been recycled, reconditioned or reclaimed.

"Pollutants" shall also mean fungal pathogens or bacteria, including any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores, or any biogenic aerosols, whether indoors or outdoors.

(V) War or Military Action

Loss caused directly or indirectly, by:

- a. War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack
 - i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or
 - ii. by military, naval or air forces; or
 - iii. by an agent of any such government, power, authority or forces;
- b. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

(W) Damage or loss to Automobiles caused by or resulting from:

1. Wear and tear, freezing, mechanical or electrical breakdown, and
2. Blowouts, punctures or other road damage to tires.

(X) Automobiles while used in any professional or organized racing or demolition contest or stunting activity or while practicing for such a contest or activity; and

(Y) Nuclear reaction or nuclear radiation or radioactive contamination from any cause, all whether direct or indirect, controlled or uncontrolled, proximate or remote, or is contributed to or aggravated by a Covered Cause of Loss. However:

- a. If fire not otherwise excluded results, the Company shall be liable for the direct physical loss or damage by such resulting fire, but not including, any loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, and
- b. This Policy does insure against physical loss or damage caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the Insured premises, provided that, at the time of such loss or damage, there is neither a nuclear reactor nor any new or used nuclear fuel on the Insured premises.

COVERAGE EXTENSIONS

These Coverage Extensions are subject to the Excluded Causes of Loss listed above and are subject to the applicable deductible, stated limits, sub-limits, coverage terms, conditions, and exclusions of this Coverage Document. These Coverage Extensions do not increase the limits of liability shown in the Public Entity Property Coverage Declarations and payments made under these extensions will reduce the limits available for property coverage shown on those Declarations.

(A) Accounts Receivable

When you have direct physical loss of or damage to your records of accounts receivable caused by a covered cause of loss occurring during the Coverage Period, we will pay:

1. all amounts due from your customers that you are unable to collect;
2. interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
3. collection expense in excess of normal collection cost and made necessary because of such loss or damage;
4. other reasonable expenses that you incur to re-establish your records of accounts receivable following such loss or damage.

In addition to the Excluded Causes of Loss in this Coverage Document, this extension does not cover loss resulting from any of the following:

1. loss due to any fraudulent, dishonest or criminal act by you whether acting alone or in collusion with others;
2. loss due to bookkeeping, accounting or billing errors or omissions;

3. loss, the proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support of claim for loss which you can prove, through evidence wholly apart therefrom, is due solely to a risk of loss to records of accounts receivable not otherwise excluded hereunder;
4. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except when caused by lightning;
5. unauthorized instructions to transfer property to any person or any place;
6. loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding.

If you cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on your monthly statements and shall be computed as follows:

1. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
2. calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding the month in which the loss occurs, or such part thereof for which you have furnished monthly statements to us as compared with such average for the same months of the preceding year;
3. the amount determined under (1) above as increased or decreased by the percentage calculated under (2) above, shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;
4. the amount determined under (3) above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to your experience since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by you, and an amount to allow for probable bad debts which would normally have been uncollectible by you. All unearned interest and service charges shall be deducted.

(B) Animals

We will pay the cost to replace an animal that you own that has died while on your premises or in service for you caused by or resulting from any of the following causes of loss:

1. Assault;
2. Collision with a motor vehicle while the animal is being utilized in the line of duty;
3. Fire or lightning;
4. Earthquake
5. Explosion;

6. Flood;
7. Riot or civil commotion, including acts of striking employees;
8. Sinkhole collapse;
9. Smoke;
10. Smothering or freezing caused directly by blizzard or snowstorm;
11. Theft;
12. Vandalism;
13. Volcanic action; and
14. Windstorm or Hail.

(C) Automobile Deductible

Loss to personal motor vehicles used by any employee or Volunteer of the Member, up to a limit of five hundred dollars (\$500), when the loss occurs in the course of employment or Volunteer activity for the Member. Use of a personal vehicle for travel to or from the place of employment or to or from the place of Volunteer activity (other than by a police officer, firefighter or rescue personnel in response to an emergency or similar event) shall not be deemed to be used in the course of employment or Volunteer activity for the Member. The Member's deductible is not applicable to this Coverage Extension.

(D) Builders Risk – Property In Course of Construction, Remodeling

We will provide automatic coverage for course of construction and remodeling projects subject to the following conditions:

1. The member submits to us a written request for review and signed approval.
2. The project involves only real property on new or existing locations (excluding dams, piers, roads, and bridges).
3. Value of the project at the location does not exceed the sub-limit listed in the Public Entity Property Coverage Declarations. Projects that exceed this amount are subject to approval by us prior to binding. However, inadvertent failure to report shall not void coverage of said project.

However, we will not pay:

1. Loss, damage or destruction of contractors or sub-contractors property being used on the project.
2. As respects course of construction, the following exclusions shall apply;
 - a. The cost of making good, faulty or defective workmanship, materials, construction and/or design, but this exclusion shall not apply to damage by a peril not excluded resulting from such faulty or defective workmanship, materials, construction and/or design.
 - b. The cost of non-compliance of, or delay in completion of contract
 - c. The cost of non-compliance with contract conditions

- d. Contractors' equipment, tools or material not part of or destined to become part of the installation

We will cover your additional expenses as defined below for the lesser of the actual loss sustained or up to twenty-five percent (25%) of the estimated completed value of the project which results from a delay in the completion of the project beyond the date it would have been completed had no loss or damage occurred. The delay must be due to direct physical loss or damage to your property and be caused by or result from a peril not excluded by this Coverage Document. We will pay covered expenses when they are incurred.

We will pay the following Additional Soft Costs:

1. Additional Interest Coverage – the additional interest on money you borrow to finance construction or repair.
2. Rent or Rental Value Coverage – the actual loss of net rental income that results from delay beyond the projected completion date but we will not pay more than the reduction in rental income less charges and expenses that do not necessarily continue.
3. Additional Real Estate Taxes or Other Assessments – the additional real estate taxes or other assessments you incur for the period of time that construction is extended beyond the completion date.
4. Additional Advertising and Promotional Expenses – the additional advertising and promotional expense that becomes necessary as a result of a delay in the completion of the project.
5. Additional Commissions Expense – the additional expense which results from the renegotiating of leases following an interruption in the project.
6. Additional Architectural and Engineering Fees – the additional architectural and engineering fees that become necessary as a result of a delay in the completion of the project.
7. Additional License and Permit Fees – additional license and permit fees that become necessary as a result of a delay in the completion of the project.
8. Legal and Accounting Fees – the additional legal and accounting fees you incur as a result of a delay in the completion of the project.)

(E) Business Interruption and Extra Expense

We will pay for the actual loss of business income and rental value you sustain due to the necessary suspension of your operations during the Period of Restoration. We will pay for only such period of time as you could restore operations with reasonable speed to the level which would have existed if no physical loss or damage occurred. The suspension must be caused by direct physical loss of or damage to property at your premises. The loss or damage must be caused by or result from a covered cause of loss.

We will pay Extra Expense you incur during the Period of Restoration in order to continue as nearly as practicable your normal operations following damage to or destruction of tangible real or personal property by direct physical loss of or damage to the property.

We will also pay for the actual loss of business income you sustain and necessary extra expense caused by action of Civil Authority that prohibits access to your covered premises due to direct physical loss of or

damage to property, other than at your premises. This coverage shall apply for a period of up to two (2) consecutive weeks from the date of the action by the civil authority.

This extension does not include:

1. Any claim for recovery which may be occasioned by any ordinance or law regulating construction or repair of buildings or structures, nor by the suspension, lapse or cancellation of any lease, contract or order, nor for any claim for recovery due to interference by strikers, or other persons with rebuilding, repairing, or replacing property, or with the resumption or continuation of operations;
2. Any coverage for extra expense for damage to or destruction of business personal property unless on the premises occupied by you at the time of loss.

In addition to the General Conditions – All Coverage Documents the following conditions pertain to this extension:

1. We shall be liable for Extra Expense for only such length of time as would be required with the exercise of due diligence and dispatch to rebuild, repair or replace such part of the property as has been damaged or destroyed, commencing with the date of damage or destruction and not limited by the date or expiration of this coverage.
2. As soon as practicable, you shall resume normal operations and dispense with extra expense.

In addition to the Definitions section of this Coverage Document, the following definitions pertain to this extension:

1. Extra Expense means the excess, if any, of the total cost incurred during the period of restoration chargeable to your operation over and above the total cost that would normally have been incurred to conduct operations during the same period had no damage or destruction occurred. Any salvage value of property obtained for temporary use during the period of restoration, which remains after the resumption of normal operations, shall be taken into consideration in the adjustment of any loss hereunder;
2. Business income means the total anticipated income, excluding loss from tax revenue that would have been earned, including income from tenant occupancy of your premises, less deduction for expenses normally incurred by you that have been discontinued as a result of the physical loss or tangible damage to your premises. This includes the amount of all charges which are by terms of a lease agreement the legal obligations of the tenant but which would otherwise be your obligations;
3. Normal means the condition that would have existed had no loss occurred;
4. Operations mean your activities occurring at the premises subject to the loss including your activities at any leased or occupied premises;
5. Period of Restoration as used in this extension means that period which:
 - a. Begins with the date of direct physical loss or damage to covered property caused by or resulting from a covered cause of loss at the covered premises; and
 - b. Ends on the date when the covered premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; but not later than one hundred twenty (120)

consecutive days from the date established in the period of restoration above and does not include any increased period required due to the enforcement of any law that:

- i. regulates the construction, use or repair, or requires the tearing down of any property; or
- ii. regulates the prevention, control, repair, clean up, or restoration of damage caused by pollutants.

c. The expiration date of this Coverage Document will not cut short the Period of Restoration.

6. Rental value means the sum of:

The total anticipated gross rental income from tenant occupancy of your property as furnished and equipped by you and the amount of all charges of the tenants and which would otherwise be your obligations.

The amount of rental loss will be determined based on:

- a. the rental experience before the direct physical loss or damage occurred; or
- b. the likely experience if no loss or damage occurred.

(F) Collapse

We will pay for direct physical loss or damage caused by or resulting from or involving Collapse of a building or any part of a building caused by one or more of the following:

1. fire, lightning, explosion, windstorm, hail, smoke, aircraft or Automobiles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, sinkhole collapse, flood, earthquake, falling objects, breakage of building glass, or water damage;
2. hidden decay, except if the presence of such decay is known to you prior to collapse;
3. hidden insect or vermin damage, that is hidden from view, except if the presence of such damage is known to you prior to collapse;
4. weight of people or personal property;
5. weight of snow, ice, sleet or rain that collects on a roof;
6. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

In addition to the Definitions section of this Coverage Document, the following definitions pertain to this extension.

1. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose. Collapse does not include settling, cracking, shrinkage, bulging or expansion.
2. Sinkhole Collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. It does not include:
 - a. the cost of filling sinkholes; or

- b. sinking or collapse of land into manmade underground cavities.

(G) Contingent Business Interruption and/or Extra Expense and/or Rental Value

We will pay for your income loss when your operations are suspended as a result of damage from a covered cause of loss to the property of a key supplier or customer locations (whether or not such location is owned by the supplier or customer) that prevents a supplier of goods and/or services from supplying such goods and/or services to you, or that prevents a recipient of goods and/or services from accepting such goods and/or services.

(H) Debris Removal

We will pay your expense to remove debris of Covered Property from your premises, that may be damaged or destroyed by a covered cause of loss that occurs during the Coverage Period. This debris removal coverage does not apply to the cost to extract pollutants from land or water, or to remove, restore or replace polluted land or water.

This policy specifically excludes asbestos materials clean up or removal, unless asbestos is itself damaged by a peril covered by this policy, then asbestos cleanup or removal within the damaged area, and applicable time element coverages, will be covered by this policy.

In no event will coverage be extended to cover undamaged asbestos, including undamaged asbestos in any portion of the building mandated by any governmental direction or request declaring that asbestos material present in any undamaged portion of the Insured's property must be removed or modified, or; any loss or expense including investigation or defense costs, caused by, resulting from, or arising out of asbestos, exposure to asbestos, or any product containing asbestos, or; any loss or expense normally provided by demolition, increased cost or building ordinance.

The Insured must report to Underwriters the existence of the damage as soon as practicable after the loss. However, this Policy does not insure any such damage first reported to us more than thirty six (36) months after the expiration, or termination, of this policy.

The most we will pay under this Extension is twenty-five percent (25%) of:

The amount we pay for the direct loss or damage

This extension does not apply to costs to:

1. Extract pollutants from land or water; or
2. Remove, restore, or replace polluted land or water.

(I) Electrical Power Fluctuations Causing Damage to Property in the Open

We will pay for direct physical loss or damage to your Property in the Open caused by or resulting from fluctuations in electrical power including a lack or excess thereof.

For purposes of this Coverage Extension, Property in the Open means street lights, outdoor lighting, traffic control devices and scoreboards

(J) Demolition and Increased Cost of Construction

In the event of loss or damage that is caused by the enforcement of any law or ordinance regulating the construction or repair of damaged property, we will be liable for:

1. The cost of demolishing the undamaged facility including the cost of clearing the site;
2. The value of such undamaged part of the facility which must be demolished;
3. The increased cost of repair or reconstruction of the damaged and undamaged facility on the same or another site limited to the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property and the cost thereof on the same site. However, we will not be liable for any increased cost of construction loss unless and until the damaged facility is actually rebuilt or replaced which must take place within two years;
4. Any increase in the business interruption, extra expense or rental value loss arising out of the additional time required to comply with said law or ordinance compared with the time it would have taken to replace the loss with materials of like kind and quality.

(K) Earthquake Shock

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving Earthquake Shock.

With respect to the peril of earthquake shock, any and all losses from this cause within a one hundred sixty-eight (168) hour period shall be deemed to be one loss. We will elect the moment from which each of the aforesaid periods of one hundred sixty eight (168) hours shall be deemed to have commenced but no two such one hundred sixty eight (168) hour periods shall overlap.

We shall not be liable for any loss caused by an earthquake shock occurring before the effective date and time of the Coverage Period. We will be liable for any losses occurring for a period of up to one hundred sixty eight (168) hours after the expiration of this Policy provided that the first earthquake shock loss or damage within that one hundred sixty eight (168) hours occurs prior to the date and time of the expiration of the Coverage Period.

In the event of there being a difference of opinion between us as to whether or not all earthquake shock losses sustained by you during an elected period of one hundred sixty eight (168) hours arose out of, or were caused by a single earthquake shock, the stated opinion of the National Earthquake Shock Information Service of the United States Department of the Interior or comparable Authority in any other country or locality shall govern as to whether or not a single earthquake shock continued throughout the period at the locations involved.

The term earthquake shock is defined as: earth movement meaning natural faulting of land masses, but not including subsidence, landslide, rock slide, earth rising, earth sinking, earth shifting or settling unless as a direct result of such earth movement. The definition of earthquake shock does not include ensuing loss or damage by fire, explosion or sprinkler leakage. Further Earthquake Sprinkler Leakage is covered outside of the "Earthquake Shock" definition and subject to the basic peril deductible.

(L) Expediting Expense

We will pay the reasonable extra cost of temporary repair and of expediting the repair of your damaged property, including overtime and the extra costs of express or other rapid means of transportation in the event of physical loss or damage covered under this Coverage Document.

(M) Fine Arts

We will pay for direct physical loss of or damage resulting from Covered Causes of Loss for:

1. your unscheduled fine arts up to the sub-limit listed in the Public Entity Property Coverage Declarations;
2. your scheduled fine arts up to the value listed on your schedule on file with us; and
3. fine arts of others that are in your care, custody or control but only if listed on your schedule on file us.

In the event of a total loss of a scheduled fine art item which is part of a pair or set, we will pay the full limit of coverage for such pair or set. You will surrender to us the remaining item(s) of the pair or set.

(N) Fire Department Service Charges and Replacement of Fire Extinguishing Materials

We will pay for the cost of:

1. Fire department service charges, except those costs incurred by your fire department; and
2. Foam solutions, dry chemicals, halon, or other fire extinguishing materials which have been lost, expended, damaged, or destroyed when caused by or resulting from a covered cause of loss.

(O) Flood

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving Flood.

Each loss by flood shall constitute a single loss hereunder.

1. If any flood occurs within a period of the continued rising or overflow of any river(s) or stream(s) and the subsidence of same within the banks of such river(s) or stream(s) or;
2. If any flood results from any tidal wave or series of tidal waves caused by any one disturbance; such flood shall be deemed to be a single occurrence within the meaning of this Coverage Document.

Should any time period referred to above extend beyond the expiration date of this Coverage Document and commence prior to expiration, We shall pay all such flood losses occurring during such period as if such period fell entirely within the term of the Coverage Period.

We shall not be liable, however, for any loss caused by any flood occurring before the effective date and time of the Coverage Period or commencing after the expiration date and time of the Coverage Period.

Flood means a general condition of partial or complete inundation of normally dry land area from:

1. overflow of tidal water; or
2. unusual and rapid accumulation or run off of surface waters from any natural source.

Flood also means mudslide or mudflow, which is a river or flow of liquid mud, caused by flooding as defined above.

The definition of flood does not include ensuing loss or damage by fire, explosion, or sprinkler leakage.

(P) Landscaping, Golf Course Tees, Greens and Sand Traps, and Athletic Fields

We will pay the actual replacement cost of sod, shrubs, sand, plants and trees; however our liability for replacement of trees, plants and shrubs will be limited to the actual size of the destroyed plant, tree or shrub at the time of the loss up to a maximum size of four (4) inches and twenty-five (25) gallons for nursery stock.

For the purpose of determining coverage under this coverage extension:

1. Landscaping means strategically placed and artistically planned and planted decorative trees, shrubs, or flowers. Landscaping includes gardening plants, flowers, mulch, shrubs and planted trees. Landscaping must be placed or planted for the purpose of decoration or functional use in protecting, shading or beautifying the surrounding area.

(Q) Pollutant Clean Up and Removal

We will pay your expense to clean up and/or remove pollutants from Covered Property, land or water at your premises resulting from a release, discharge or dispersal of pollutants if the release, discharge or dispersal on or into such Covered Property, land or water is caused by or results from a Covered Cause of Loss that occurs during the Coverage Period. The expenses will be paid only if they are reported to us in writing within one hundred eighty (180) days following the date of direct physical damage.

The most we will pay for each of your premises under this extension for each Occurrence is the lesser of the sub-limit shown on the Property Coverage Document Declarations or the sum of all such expenses arising out of Covered Causes of Loss occurring during each twelve (12) month period of this coverage.

(R) Protection and Preservation of Property

We will pay the expenses incurred by you in taking reasonable and necessary actions for the temporary protection and preservation of covered property in case of actual or imminent physical loss or damage by a covered cause of loss.

(S) Service Interruption – Off Premises

This coverage is extended to include physical damage, business interruption loss and/or extra expense incurred and/or sustained by you as a result of damage to or destruction of Covered Property by a Covered Cause of Loss occurring during the Coverage Period by any suppliers furnishing heat, light, power, gas, water, telephone or similar services to your premises.

(T) Terrorism

We will pay for direct physical loss or damage to Covered Property resulting from Covered Causes of Loss caused by an Act of Terrorism.

(U) Valuable Papers and Records

We will pay for direct physical loss or damage resulting from Covered Causes of Loss for valuable papers and records that are your property while:

1. contained on your premises that are kept in a fire safe, fire vault or similar protective receptacle(s) at all times when your premises are not open for business, except while such valuable papers and records are in actual use;
2. they are being conveyed outside your premises;

3. being removed to and while at a place of safety because of imminent danger of loss while being returned from such place; and
4. being stored off your premises.

We will also pay the costs to research, replace or restore the lost information on lost or damaged valuable papers and records.

In addition to the Excluded Causes of Loss in this Coverage Document, this Valuable Papers and Records extension does not cover loss, damage or expense caused directly or indirectly by:

1. wear and tear, gradual deterioration, vermin or inherent vice;
2. loss or damage due to any dishonest, fraudulent or criminal act by you or your employees or authorized representatives whether acting alone or in collusion with others;
3. loss or damage to valuable papers and records, if such valuable papers and records cannot be replaced with other of like kind or quality;
4. loss or damage to valuable papers and records held as samples or for sale or delivery after sale; or
5. loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except when caused by lightning.

In addition to the Definitions section of this Coverage Document, the following definition pertains to this extension:

1. "Valuable papers and records" means written, printed or otherwise inscribed documents and records but does not mean money, postage, notes or securities.

(V) Water, Other Liquids, Powder, or Molten Material

If loss or damage caused by or resulting from or other liquid, powder or molten material occurs, we will pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage; but, we will pay the cost to repair or replace damaged fire extinguishing equipment if the damage:

1. results in discharge of any substance from an automatic fire protection system; or
2. is directly caused by freezing.

(W) Windstorm

We will pay for loss or damage caused by or resulting from risks of direct physical loss involving Windstorm.

Each loss by windstorm shall constitute a single Occurrence provided however, if more than one (1) windstorm occurs within any seventy-two (72) hours period during the Coverage Period, such windstorm shall be deemed to be a single windstorm.

We may elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hour periods shall overlap. We shall not

be liable for any loss occurring before the effective date and time of this Coverage Document. We will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this Coverage Document provided that the first windstorm loss or damage within that seventy-two (72) hours occurs prior to the date and time of expiration of this Coverage Document.

In the event of there being a difference of opinion between you and us as to whether or not all windstorm losses sustained by you during an elected period of seventy-two (72) hours arose out of, or was caused by a single atmospheric disturbance, the stated opinion of the National Weather Service or comparable authority in any other country or locality shall govern as to whether or not a single atmospheric disturbance continued throughout the period at the location(s) involved.

(X) Electronic Data

Notwithstanding any provision to the contrary, this Coverage Document is extended to cover direct or indirect loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from fire, lightning, explosion, aircraft, civil commotion, collapse, hail, riot, smoke, physical vandalism, vehicles and windstorm as set for and subject to the sub limit in the Public Entity Property Coverage Declarations.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Coverage under this extension excludes Computer Virus meaning a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

The basis of valuation under this coverage extension shall be the cost to recover, replace, or duplicate Electronic Data to the condition that existed immediately prior to such loss or damage, including the cost of reproducing any Electronic Data. Such cost of reproduction shall include all reasonable and necessary amounts incurred by you in recreating, gathering and assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Coverage Document does not cover any amount pertaining to the value of such Electronic Data to you or any other party if such Electronic Data cannot be recreated, gathered, assembled. and excludes restoration of the lost Electronic Data.

This Extension does not apply to any liability, penalty, expense or loss covered under Amendment #4 of the Public Entity Liability Coverage Document. Amendment #4 includes coverage, subject to its terms and conditions, for Information Security & Privacy Liability, Privacy Notification Costs, Regulatory Defense and Penalties, Website Media Content Liability, Cyber Extortion, First Party Data Protection and First Party Network Business Interruption.

COVERAGE CONDITIONS

(A) Automatic Acquisition

This Coverage Document automatically covers additional property and/or interests as described herein which you acquire during the Coverage Period to a maximum of twenty-five million dollars (\$25,000,000) any one acquisition, excluding licensed vehicles for which a sub-limit of ten million dollars (\$10,000,000) applies.

This provision will extend to include Flood coverage for any location not situated in Flood Zones A or V. For any location situated in Flood Zones A or V, we must agree in writing to said coverage prior to coverage being extended.

For additional property and/or interest where the value exceeds twenty-five million dollars (\$25,000,000) any one acquisition, details must be provided to us for our review and approval not later than ninety (90) days from the date on which you acquired the additional property and/or interest. We will provide coverage automatically for such period of time up to a maximum limit of one hundred million dollars (\$100,000,000).

We retain the right to determine the acceptability of all such property(ies). You may have to pay an additional member contribution from the date of acquisition as determined by us.

If you fail to comply with the above reporting provision, then this automatic coverage is sub-limited to twenty-five million dollars (\$25,000,000) for any one Occurrence.

Coverage provided by this clause is limited to the above sub-limits or the specific coverage sub-limit to which the coverage applies, whichever is less as noted on the Public Entity Property Coverage Declarations and by any other terms and conditions of this Coverage Document.

(B) Shared Pool Limits

Loss or damage involving different Members and arising from the same Occurrence may be subject to a shared coverage limit as stated in the Public Entity Property Coverage Declarations.

The maximum amount we will pay for your loss or damage is the proportionate amount of the total membership's stated shared limit for that loss or damage which your loss or damage bears to the damage or loss incurred by the total membership from that Occurrence. In computing such proportion, all deductibles shall be applied before the computation. In no case shall the limit for damage or loss available to any one Member exceed the limits stated in the Public Entity Property Coverage Declarations for loss or damage.

(C) Abandonment

There can be no abandonment of any damaged property to us.

(D) Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

(E) Duties in the Event of Loss or Damage

You must see that the following are done in the event of loss or damage to covered property:

1. Notify the police if a law may have been broken;
2. Give us prompt notice of the loss or damage, including a description of the property involved;
3. As soon as possible, give us a description of how, when, and where the loss or damage occurred;
4. Take all reasonable steps to protect the covered property from further loss or damage. If feasible, set the damaged property aside and in the best possible order for examination. Keep a record of your expenses for consideration in the settlement of the claim;
5. At our request, give us complete inventories of the damaged property, including quantities, costs, values and amount of loss claimed;
6. Permit us to inspect the property and records proving the loss or damage, and to take samples of damaged property for inspection, testing, and analysis;
7. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this Agreement or your claim, including your books and records. In such an event, your answers must be signed;
8. Send us a signed, sworn statement of loss containing the information we request to settle the claim. You must do this within sixty (60) days after our request. We will supply you with the necessary forms;
9. Cooperate with us in the investigation or settlement of the claim;
10. In the event of a covered loss, resume all or part of your operations as quickly as possible.

(F) Loss Payment

In the event of loss or damage covered by this Coverage Document, we will at our option either:

1. Pay the value of lost or damaged property;
2. Take all or part of the property at an agreed or appraised value; or
3. Repair, rebuild, or replace the property with other property of like kind and quality at the time of loss.

However with respect to Automobiles (except as specified in 4. below), Mobile Equipment, Unmanned Aircraft and mobile command centers the most we will pay for physical damage loss is the lesser of the actual cash value of the damaged or stolen property at the time of loss, or the cost of repairing or replacing the damaged or stolen property with other property of like kind which shall be functionally similar equipment as near to the age and condition of the damaged equipment as is reasonably available.

4. Repair, rebuild or replace in-service fire apparatus and ambulances included on your schedule of values on file with us with equipment of like kind and quality at the time of loss. In addition:

1. We will not pay you more than your interest in the covered property.
2. We will give notice of our intentions within thirty (30) days after we receive the sworn statement of loss.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will not jeopardize your claims against us for any interest you may have in this claim.
4. We will not pay the owners more than their interest in the covered property.
5. We may elect to defend you against suits arising from claims of owners of the property. We will do this at our expense.
6. We will pay for covered loss or damage within forty-five (45) days after we receive the sworn statement of loss, if you have complied with all the terms of the General Conditions – All Coverage Documents and this Public Entity Property Coverage Document, and:
 - a. we have reached agreement with you on the amount of loss; or
 - b. an award has been made.

(G) Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the limit of coverage.

(H) Valuation

We will determine the value of the Covered Property in the event of loss or damage as follows:

1. All property other than Valuable Papers, Automobiles (except as identified in (F) Loss Payment 4. above), Mobile Equipment, Unmanned Aircraft and watercraft:
 - a. The amount you actually spend to repair or replace the lost or damaged property, or
 - b. Its actual cash value if the lost or damaged property is not repaired or replaced.
 - c. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional amount to repair or replace the lost or damaged property if you notify us of your intent to do so within one hundred eighty (180) days after the loss or damage. But, we will not pay the additional amount to repair or replace the lost or damaged property until it is actually repaired or replaced. Such repair or replacement must occur not later than two (2) years following the date of loss.
2. Valuable Papers – the cost of:
 - a. Blank materials for reproducing the property;
 - b. Labor to transcribe or copy it; and

- c. Research and restoration of the lost information on lost or damaged valuable papers.
3. Mobile Equipment, Unmanned Aircraft, Automobiles (except as identified in (F) Loss Payment 4 above) and watercraft at actual cash value.

(I) Errors or Omissions

You will not be penalized because of any unintentional error or omission you may make in listing, describing, or reporting a premise, location, equipment or miscellaneous property to be covered under this Coverage Document. The most we will pay in any one Occurrence for your error or omission is the Errors and Omission in the Reporting of Property or Property Values sub-limit or specific coverage sub-limit to which the coverage applies, whichever is less as listed in the Public Entity Property Coverage Declarations. Coverage under this clause does not apply to Errors and Omission under any sub-limit that requires scheduling of specific property to effect coverage.

(J) Miscellaneous Unnamed Locations

Coverage is extended to include property at any other location (including buildings or structures, owned, occupied or for which you are obligated to maintain coverage) located within the Coverage Territory in this Coverage Document. Coverage provided by this part is limited to the Errors and Omission in the reporting of Property Values sub-limit or the specific coverage sub-limit to which the coverage applies, whichever is less noted on the Public Entity Property Coverage Declarations and by terms and conditions of this Coverage Document. This extension does not apply to Flood coverage for any location situated in Flood Zones A or V. Coverage under this clause does not apply to any Miscellaneous Unnamed Locations under any sub-limit that requires scheduling of specific property to effect coverage.

(K) Vacancy

If the building where loss or damage occurs has been vacant for more than sixty (60) consecutive days before that loss or damage occurs, we will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

1. Vandalism;
2. Sprinkler leakage, unless you have protected the system against freezing;
3. Building glass breakage;
4. Water damage; and
5. Theft or attempted theft.

Valuation of Covered Property that has been vacant for more than sixty (60) consecutive days will be at actual cash value at the time of loss or damage.

New Hampshire Public Risk Management Exchange

PUBLIC ENTITY BOILER AND MACHINERY COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Members and approved Not-for-Profit Corporations. See Schedule of Members and Schedule of Not-for-Profit Corporations.
- ITEM 2. Document Number** **BM070118**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2018 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2019.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2019 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2020.
- ITEM 4. Description** Property Damage for direct physical loss to Covered Property, Business Income for your actual loss of Business Income from a total or partial interruption of business during the Period of Restoration, Extra Expense for the additional expenses incurred to continue operations during the Period of Restoration, and Spoilage, all as a direct result of an Accident to an Object
- ITEM 5. Limits of Liability** **The limit of our liability for:**
- | | |
|--|---|
| Property Damage | As Per Schedule And Values On File With The New Hampshire Public Risk Management Exchange |
| Ammonia Contamination | \$100,000 |
| Builders Risks Including Delay in Completion and Soft Costs Coverage | \$1,000,000 |
| Business Income | \$1,000,000 |
| Computer Equipment | \$100,000 |
| Data or Media Coverage | \$100,000 |
| Drying Out Coverage | \$25,000 |
| Errors and Omissions | \$100,000 |
| Expediting Expense | \$100,000 |
| Extra Expense | \$1,000,000 |
| Hazardous Substance | \$250,000 |
| Mobile Equipment Coverage | \$25,000 |
| Newly Acquired Location (90 days) | \$1,000,000 |
| Off Premises Services | \$2,500,000 |
| Interruption Coverage | |
| Demolition and Increased Cost of Construction Coverage | \$1,000,000 |
| Spoilage | \$1,000,000 |
| Water Damage | \$250,000 |

ITEM 6. Member Deductible \$1,000

ITEM 7. Member Contribution Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:

A handwritten signature in black ink, appearing to read "J. H. Pope", written over a horizontal line.

Chief Executive Officer

New Hampshire Public Risk Management Exchange
Public Entity Boiler and Machinery Coverage Declarations BM070118
Final Rev. July 1, 2018

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY BOILER AND MACHINERY COVERAGE DOCUMENT
BM070118**

This Public Entity Boiler and Machinery Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Boiler and Machinery Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

Various provisions in this Document restrict coverage. Read the entire Document carefully to determine rights, duties and what is and is not covered.

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

COVERAGE AGREEMENT

In consideration of the member contribution paid by you to us, we agree to provide coverage for the following per the terms and conditions stated herein for:

- (A) Property Damage - direct physical loss to Covered Property;
- (B) Business Income - your actual loss of Business Income from a total or partial interruption of business during the Period of Restoration;
- (C) Extra Expense – additional expenses incurred to continue operations during the Period of Restoration; and
- (D) Spoilage

all as a direct result of an Accident to an Object.

LIMIT OF LIABILITY

The limits and the sublimits are as described in the Public Entity Boiler and Machinery Coverage Declarations. The sublimits of liability are part of and not in addition to the limit per One Accident.

DEDUCTIBLE

The deductible is shown on the Public Entity Boiler and Machinery Coverage Declarations. This deductible applies to each loss to an Object arising out of any One Accident.

ENTITIES COVERED

- (A) The members named in the Schedule of Members and the entities named in the Schedule of Not-for-Profit Corporations.

New Hampshire Public Risk Management Exchange
Public Entity Boiler and Machinery Coverage Document BM070118
Final July 1, 2018

DEFINITIONS

- (A) "Accident" means a sudden and Accidental breakdown of an Object or a part of the Object. At the time the breakdown occurs, it must become apparent by physical damage that necessitates repair or replacement.

None of the following is an Accident:

1. The breakdown of any structure or foundation;
2. The functioning of any safety or protective device;
3. Defects, erasures, errors, limitations or viruses in Computer Equipment, Data, Media and/or programs, including the inability to recognize and process any date or time or provide instructions to Objects. However, if an Accident ensues, we will pay the ensuing loss or damage not otherwise excluded; or
4. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification.

- (B) "Builders Risk Property" means the following types of property that are owned by you or for which you are liable:

1. Buildings or structures in the course of construction, erection, rehabilitation or installation located at a premises described in the Coverage Document; and
2. Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the buildings or structures in the course of construction.

- (C) "Business Income" means the:

1. Net income that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including Ordinary Payroll.

- (D) "Computer Equipment" means:

1. Your programmable electronic equipment that is used to store, retrieve and process Data; and
2. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as Data transmission.

which is listed together with its value on schedules on file with us.

Computer equipment does not mean Data or Media.

- (E) "Covered Property" means any property that:

1. is owned by the member; or
2. is in your care, custody or control and for which you are legally liable.

- (F) "Data" means:

1. Programmed and recorded material stored on Media; and

2. Programming records used for electronic Data processing or electronically controlled equipment.
- (G) "Extra Expense" means the additional cost incurred to continue your operations during the Period of Restoration over and above the cost that would normally have been incurred to continue your operations during the same period had no Accident occurred.
- (H) "Hazardous Substance" means any substance other than ammonia that has been declared to be hazardous to health by a government agency.
- (I) "Media" means electronic data processing or storage material such as films, tapes, discs, drums or cells.
- (J) "Object" means:
1. any boiler, fired or unfired pressure vessel;
 2. refrigerating or air conditioning system;
 3. piping and its accessory equipment;
 4. any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power, including communication equipment and Computer Equipment; and
 5. fiber optic cable

while at a covered premises.

Object does not mean:

1. part of a boiler, fired vessel or electric steam generator that does not contain steam or water;
2. insulating or refractory material;
3. non-metallic vessel, unless it is constructed and used in accordance with the American Society of Mechanical Engineers Code (A.S.M.E.);
4. Catalyst;
5. Buried vessel or piping;
6. Sewer piping, piping forming a part of a fire protection system or water piping other than:
 - a. feed water piping between any boiler and its feed pump or injector; or
 - b. boiler condensate return piping; or
 - c. water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling,
 - d. humidifying or space heating purposes;
 - e. part of a vessel that is not under:
 - i. pressure of the contents of the vessel; or
 - ii. internal vacuum;
7. oven, stove, furnace, incinerator, pot or kiln, but not excluding any mechanical or electrical machine or apparatus mounted on or used with this equipment;
8. structure foundation, cabinet or compartment containing the Object;
9. power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, penstock, draft tube or well-casing;
10. conveyor, crane, elevator, escalator or hoist, but not excluding any electrical or mechanical

machine or apparatus mounted on or used with this equipment;

11. Media used with any Computer Equipment;
 12. astronomical telescope, cyclotron, nuclear reactor, particle accelerator, satellites and/or spacecraft (including satellite or spacecraft contents and/or their launch sites);
 13. felt, wire, screen, die, mold, form, extrusion plate, swing hammer, grinding disc, cutting blade, cable, chain, belt, rope, clutch plate, brake pad, non-metallic part or any part or tool subject to frequent, periodic replacement;
 14. Object manufactured by you for sale;
 15. Rotating Biological Contactor (RBC), including any shaft, cylinder, disk or support forming a part of an RBC. However, Object will include any motors or gear sets used to drive an RBC; and
- (K) "One Accident" means all Accidents at any one premise which manifest themselves at the same time and are the result of the same cause. If an initial Accident causes other Accidents, all will be considered One Accident.
- (L) "Ordinary Payroll" means payroll expenses for all of your employees except officers, executives, department managers and employees under contract. Ordinary Payroll expenses include: payroll; employee benefits, if directly related to payroll; FICA payments; union dues; and workers' compensation contributions.
- (M) "Period of Restoration" means the period of time that:
1. Begins at the time of the Accident; and
 2. ends thirty (30) consecutive days after the date when the damaged property could have been repaired or replaced with reasonable speed and similar quality.
- (N) "Soft Costs" means the necessary and reasonable expenses incurred for any of the following that are over and above the expenses that you would have incurred had there been no Accident:
1. Interest on money borrowed to finance construction or repair;
 2. Real estate and property taxes;
 3. Architect, engineering and consultant fees;
 4. Legal and accounting fees;
 5. Advertising and promotional expenses;
 6. Rental or lease of construction equipment;
 7. Commissions or fees for the renegotiations of leases; and/or
 8. Fees for licenses or permits.

EXCLUSIONS

As respects coverage provided by this Coverage Document, we will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- (A) Earth movement, including but not limited to earthquake, landslide, land subsidence or volcanic eruption;

- (B) Nuclear reaction or radiation or radioactive contamination, however caused;
- (C) Water:
 - 1. flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
 - 2. mudflow or mudslides; or
 - 3. water damage caused by backup of sewers, drains, or drainage piping; or
 - 4. water damage caused by the discharge or leakage of a sprinkler system or domestic water piping;
- (D) An explosion. However, we will pay for direct loss or damage caused by an explosion of the following Objects:
 - 1. Steam boiler, electric steam generator; steam piping; steam turbine; steam engine; gas turbine or moving or rotating machinery when the explosion is caused by centrifugal force or mechanical breakdown;
- (E) Fire or combustion explosion including those that:
 - 1. Result in an Accident; or
 - 2. Occur at the same time as an Accident; or
 - 3. Ensur from an Accident;
- (F) Explosion within the furnace of a chemical recovery type boiler or within the gas passage from the furnace to the atmosphere;
- (G) Damage to any Object while undergoing a pressure or electrical test;
- (H) Damage or expense to any Object while in transit;
- (I) Water or other means used to extinguish a fire, even when the attempt is unsuccessful;
- (J) Deletion, deterioration, corrosion, erosion, or wear and tear. However, if an Accident ensues, we will pay the ensuing loss or damage not otherwise excluded;
- (K) An Accident that is caused by any of the following causes of loss: aircraft; civil commotion; collapse; freezing caused by cold weather; hail; impact of aircraft, missile or vehicle; lightning; meteors or missiles; molten material; objects falling from aircraft; riot; sinkhole collapse; smoke; vandalism; vehicles, including any material carried in or on the vehicle; weight of snow, ice or sleet; or windstorm. Also excluded are all resulting direct and indirect losses. However, we will pay for an Accident to an Object if one of the perils listed above occurs away from the location described in the Declarations and causes an electrical surge or other electrical disturbance that comes through utility transmission lines, if such electrical surge or disturbance is not covered elsewhere in your coverages with us or in any applicable policy of insurance.

- (L) Lack or excess of power, light, heat, steam or refrigeration except as provided by Business Income coverage, Extra Expense coverage, and Spoilage coverage, including Off Premises Service Interruption extension;
- (M) With respect to Business Income coverage, Extra Expense coverage and Spoilage coverage, including the Off Premises Service Interruption extension, the following additional exclusions will apply:
 - 1. The business that would not or could not have been carried on if the Accident had not occurred; or
 - 2. The failure to use due diligence and dispatch to operate your business as nearly normal as practicable at the covered premises; or
 - 3. The suspension, lapse or cancellation of a contract following an Accident extending beyond the time business could have been resumed if the contract had not lapsed, been suspended or canceled;
- (N) With respect to Off Premises Service Interruption coverage, any loss resulting from the following additional causes of loss:
 - 1. Acts of sabotage; or
 - 2. Impact of aircraft, missile or vehicle or Objects falling from aircraft or missiles; or
 - 3. Deliberate act(s) of load shedding by the supplying or distributing utility;
- (O) Any other indirect result of an Accident to an Object except as provided by Business Income coverage, Extra Expense coverage and Spoilage coverage, including the Off Premises Service Interruption extension; and
- (P) A peril covered elsewhere under this Coverage Document.
- (Q) With respect to Mobile Equipment Coverage, the following additional exclusion will apply: We will not pay for any loss or expense resulting directly or indirectly from an Accident to an Object if such Accident is caused by capsizing, collision, overturning, collapse or upset of the Mobile Equipment, the vehicle or floating vessel by which the Mobile Equipment is transported or the platform or other base on which the Mobile Equipment is positioned.

EXTENSIONS OF COVERAGE

The most we will pay under the coverages identified below is the limit specified for the coverage in the Public Entity Boiler and Machinery Coverage Document Declarations. These limits are a part of, and not in addition to, the limit per One Accident.

(A) Ammonia Contamination Coverage

We will pay for direct damage to Covered Property contaminated by ammonia as a direct result of an Accident to an Object.

(B) Builders Risk including Delay in Completion and Soft Costs Coverage

We will pay for direct damage to builders risk property caused by an Accident to an Object. We will also pay for the actual loss of Business Income and Soft Costs which are incurred due to a delay in the completion of construction.

This coverage applies to loss incurred during the period of time that begins on the date the construction project would have been completed had there been no Accident and continues for the shorter of the following periods:

1. The period of time between:
 - a. the date of direct physical loss or damage to the Builders Risk Property; and
 - b. the date the builders risk property should have been repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - c. the period of time that the completion of the construction project is actually delayed.

We will not pay for any additional time required to rebuild, repair or replace the property caused by the necessity to make improvements to correct faults, inadequacies or defects in the project design, specifications or construction.

Every reasonable effort must be made to avoid or minimize the delay in the completion of the construction project. We will pay reasonable expenses incurred to reduce the amount of loss otherwise payable under this coverage, but only to the extent the amount of loss is actually reduced.

(C) Data or Media Coverage

If Media is damaged or Data is lost or corrupted as a direct result of an Accident to an Object, we will pay the actual loss of Business Income and/or the Extra Expense incurred during the time necessary to:

1. Research, replace or restore the damaged Media or lost or corrupted Data; and
2. Reprogram instructions used in any covered Computer Equipment.

There will be no coverage for any Data or Media that cannot be replaced, recreated or restored.

(D) Demolition and Increased Cost of Construction Coverage

As provided in the Public Entity Property Coverage Document Coverage, if loss or expense is the direct result of an Accident to an Object.

(E) Errors and Omission

We will pay for loss covered by this Coverage Document if such loss is otherwise not payable solely because of any unintentional error or omission in the description of premises as covered under Coverage Document You agree to give us prompt notice of any correction or addition to the description of a premise covered under this Coverage Document.

(F) Expediting Expenses Coverage

With respect to direct damage to Covered Property as a result of an Accident to an Object, we will pay for the extra cost incurred by you to:

1. make temporary repairs; and
2. expedite the permanent repairs or replacement of the damaged property.

(G) Hazardous Substance Expense Coverage

If Covered Property is damaged, contaminated or polluted by a Hazardous Substance as the direct result of an Accident to an Object, we will pay for any additional expenses incurred by you.

As used here, additional expenses means expenses incurred beyond those for which we would have been liable under the provisions of this Extension of Coverage if a Hazardous Substance had not been involved. Additional expenses are as follows:

1. the additional cost to clean up, repair or replace, or dispose of property damaged, contaminated or polluted by a Hazardous Substance;
2. the additional cost to replace the Object if repair is not allowed because of a Hazardous Substance;
3. the additional cost to properly dispose of the Object and any of the Hazardous Substance still inside the Object; and
4. if Business Income coverages are provided, the loss and expense resulting from an additional period of time required to clean up, repair or replace the property damaged or polluted by the Hazardous Substance.

Ammonia is not considered to be a Hazardous Substance as respects this Extension of Coverage.

We shall not be liable under this Extension of Coverage for any Hazardous Substance additional expenses resulting from the restoration of land or water.

Our liability for the total of all Hazardous Substance additional expenses covered above shall not exceed the amount specified on your Membership Certificate for Hazardous Substance expense for any single Accident regardless of the number of occurrences arising from that Accident.

(H) Newly Acquired Location Coverage

Coverages provided by this Section are extended to cover your interest in real and personal property at newly constructed, acquired, or leased premises within the territorial limits of this Coverage Document. Coverage under this extension shall commence when you first acquire an insurable interest in the premises and shall cease:

1. after 90 days from the date of acquisition; or
2. when reported to and otherwise accepted to be added to this Coverage Document by us; or
3. on the expiration or cancellation of this Coverage Document; whichever shall occur first.

You must inform us in writing of the newly acquired premises as soon as practicable.

You agree to pay an additional contribution as determined by us. The coverage for these premises will be subject to the same terms, conditions, exclusions, and limitations as other covered premises. If the coverages and deductibles under this Coverage Document vary for existing premises, then the coverages for the newly acquired location will be the broadest coverage, highest limits and highest deductibles applicable to existing premises covered under this Coverage Document.

(I). Off Premises Services Interruption Coverage

Coverage provided under is extended to include coverage for service interruption from an Accident to an Object, whether or not such Object is located on your premises, provided the following conditions are met:

1. The Object is owned by the public utility company or other company contracted by you to supply the following services to your premises: air conditioning, communication services, electric power, gas, heating, refrigeration, steam, water or waste treatment; and
2. The interruption of utility service is the direct result of an Accident to an Object; and
3. The interruption of utility service to your premises lasts at least 8 consecutive hours. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

(J) Spoilage Coverage

We will pay for your loss of perishable goods due to spoilage resulting from lack or excess of power, light, heat, steam or refrigeration. We will also pay any necessary expenses incurred to reduce the amount of loss under this Extension of Coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Extension of Coverage.

(K) Water Damage Coverage

If Covered Property is damaged by water as a direct result of an Accident to an Object, we will pay for this kind of damage, including salvage.

(L) Drying Out Coverage

We will pay the expenses you incur to dry out electrical Objects if such electrical Objects requires drying out as a result of:

1. flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
2. mudflow or mudslides; or
3. water damage caused by backup of sewers, drains, or drainage piping; or
4. water damage caused by the discharge or leakage of a sprinkler system or domestic water piping;

(M) Mobile Equipment Coverage

- a. We will pay for an Accident to “mobile equipment” owned by you wherever located. The “mobile equipment” must be listed together with its values on schedule on file with “PRIMEX³”.
- b. The most we will pay is the lesser of the cost to repair, the fair market value or the amount needed to obtain functionally similar equipment as near in age and condition as the damaged equipment as is reasonably available.

COVERAGE CONDITIONS

In addition to the General Conditions, the following conditions will apply to this Coverage Document:

(A) Inspection

We will be permitted, but not obligated, to inspect, at all reasonable times, any Object. Neither our right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the member or others, to determine or warrant that the Object is safe or healthful.

(B) Suspension

Upon the discovery of a dangerous condition with respect to any Object, any of our representatives may immediately suspend the coverage with respect to an Accident to said Object by written notice mailed or delivered to you at the address provided by you to us, or at the premises of the Object. Coverage so suspended may be reinstated by us, but only by an Amendment issued to form a part of this Coverage Document. We may, but are not obligated to, return a portion of your membership contribution paid for the suspended coverage and the decision to return any portion of your membership contribution is solely at our discretion.

(C) Abandonment

There can be no abandonment of any damaged property to us.

(D) Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

(E) Duties in the Event of Loss or Damage

You must see that the following are done in the event of loss or damage to covered property:

1. Notify the police if a law may have been broken;
2. Give us prompt notice of the loss or damage, including a description of the property involved;
3. As soon as possible, give us a description of how, when, and where the loss or damage occurred;
4. Take all reasonable steps to protect the covered property from further loss or damage. If feasible, set the damaged property aside and in the best possible order for examination. Keep a record of your expenses for consideration in the settlement of the claim;
5. At our request, give us complete inventories of the damaged property, including quantities, costs, values and amount of loss claimed;
6. Permit us to inspect the property and records proving the loss or damage, and to take samples of damaged property for inspection, testing, and analysis;
7. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this Agreement or your claim, including your books and records. In such an event, your answers must be signed;
8. Send us a signed, sworn statement of loss containing the information we request to settle the claim. You must do this within sixty (60) days after our request. We will supply you with the necessary forms;
9. Cooperate with us in the investigation or settlement of the claim;
10. In the event of a covered loss, resume all or part of your operations as quickly as possible.

(F) Loss Payment

In the event of loss or damage covered by this Coverage Document, we will at our option either:

1. pay the value of lost or damaged property;
2. take all or part of the property at an agreed or appraised value; or
3. repair, rebuild, or replace the property with other property of like kind and quality at the time of loss.

However with respect to Automobiles (except as specified in 4. below) and Mobile Equipment, the most we will pay for physical damage loss is the lesser of the actual cash value of the damaged or stolen property at the time of loss, or the cost of repairing or replacing the damaged or stolen property with other property of like kind which shall be functionally similar equipment as near to the age and condition of the damaged equipment as is reasonably available.

4. Repair, rebuild or replace in-service fire apparatus, ambulances and mobile command centers included on your schedule of values on file with us with equipment of like kind and quality at the time of loss.

In addition:

1. We will not pay you more than your interest in the covered property.
2. We will give notice of our intentions within thirty (30) days after we receive the sworn statement of loss.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will not jeopardize your claims against us for any interest you may have in this claim.
4. We will not pay the owners more than their interest in the covered property.
5. We may elect to defend you against suits arising from claims of owners of the property. We will do this at our expense.
6. We will pay for covered loss or damage within forty-five (45) days after we receive the sworn statement of loss, if you have complied with all the terms of the General Conditions – All Coverage Documents and this Public Entity Property Coverage Document, and:
 - a. we have reached agreement with you on the amount of loss; or
 - b. an award has been made.

New Hampshire Public Risk Management Exchange

PUBLIC ENTITY CRIME COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Members and approved Not-for-Profit Corporations. See Schedule of Members and Schedule of Not-for-Profit Corporations.
- ITEM 2. Document Number** **CR070118**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2018 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2019.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2019 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2020.
- ITEM 4. Description**
- | | |
|------------|-----------------------|
| Coverage A | Blanket Bond |
| Coverage B | Faithful Performance |
| Coverage C | Forgery or Alteration |
| Coverage D | Counterfeit Papers |
| Coverage E | Computer Fraud |
| Coverage F | Funds Transfer Fraud |
- ITEM 5. Limits of Liability** **The limit of our liability for New Hampshire Public Risk Management Exchange and its Members is:** Coverage A, B, C, D, E and F \$500,000.
- The limit of our liability for approved Not-for-Profit Corporations is:** Coverage A, B, C, D, E and F \$250,000.
- ITEM 6. Member Deductible** \$1,000
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY CRIME COVERAGE DOCUMENT
CR070118**

This Public Entity Crime Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Crime Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

Various provisions in this Document restrict coverage. Read the entire Document carefully to determine rights, duties and what is and is not covered.

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

MEMBER'S DEDUCTIBLE

Deductibles are shown on the Public Entity Crime Coverage Declarations, or by amendment. Unless a more specific deductible is applicable for a particular loss, the Member Deductible shown in the Public Entity Crime Coverage Declarations shall apply per Occurrence. We will not pay for loss or damage in any one Occurrence until the amount of the loss or damage exceeds the applicable deductible.

COVERED PERSONS

- (A) Those individuals who were or now are your elected officials or appointed officers or officials, including members of your governing body, or any other committees, boards or commissions.
- (B) Your employees.
- (C) Your volunteers.
- (D) Student teachers.
- (E) Those individuals who are elected officials or appointed officers or officials of Primex³ including members of its governing body, volunteers, or any other committees, boards or commissions and past or present Covered Persons or Contract Covered Persons of Primex³.

LIMITS OF LIABILITY

The limit of liability is as shown on the Public Entity Crime Coverage Document Declarations. A series of losses caused by the fraudulent or dishonest acts of any Covered Person for which such Covered Person is concerned or implicated shall be considered one loss.

COVERAGE AGREEMENT

Subject to the limitations, terms and conditions of this Coverage Document, we will indemnify you for loss arising or resulting from the coverages listed below.

Coverage A Blanket Bond

Larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication or other fraudulent or dishonest act or acts committed by a Covered Person(s) while acting alone or in collusion with others which results in loss during the Coverage Period of your Money or other property, real or personal (including that part of any inventory shortage which you shall conclusively prove is caused by the dishonesty of any Covered Person).

This coverage also includes loss due to:

- (A) the acceptance in good faith, and in exchange for merchandise, Money, or services, of any money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation; and
- (B) the acceptance in good faith in the regular course of business of counterfeit United States or Canadian Paper currency.

This coverage shall no longer be afforded with respect to any Covered Person immediately upon discovery by you of any fraudulent or dishonest act on the part of such Covered Person for any fraudulent or dishonest acts by them thereafter.

Coverage B Faithful Performance

The failure of a Covered Person(s) to faithfully perform duties or to account properly for all Moneys and property received by virtue of their position with you.

Coverage C Forgery or Alteration

Forgery or alteration of, on or in any checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain that are made or drawn upon you or made or drawn by anyone acting as the your agent or that are purported to have been so made or drawn.

Coverage D Counterfeit Papers

Acceptance in good faith of counterfeit paper currency and traveler's checks or money orders not paid on presentation.

Coverage E Computer Fraud

Loss of or damage to Money, Securities and Covered Property resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the Premises or Banking Premises to:

- a person (other than a Messenger) outside those Premises or
- to a place outside those Premises

Coverage F Funds Transfer Fraud

Loss of Funds resulting directly from Fraudulent Instruction directing a financial institution to transfer, pay or deliver Funds from your Transfer Account.

DEFINITIONS

When used in this Coverage Document, including amendments forming a part hereof:

- A) "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- B) "Covered Property" means property other than money and securities.
- C) "Fraudulent instruction" means:
 - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in insuring agreement) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile or telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
- D) "Funds" mean "money" and "securities".
- E) "Messenger" means you or any Covered Person while having care and custody of the property outside of the premises.
- F) "Money" means currency, coins and bank notes in current use and having a face value; and travelers checks, register checks and money orders held for sale to the public.
- G) "Premises" means the interior of that portion of any building you occupy in conducting your services.
- H) "Securities" means negotiable and non-negotiable instruments or contracts representing either Money or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include Money.
- I) "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in insuring agreement) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

EXCLUSIONS

A) Prior Losses

Losses discovered prior to the Coverage Period and/or for an act committed prior to the coverage Period.

B) Under Coverage C Forgery and Alteration, Coverage D Counterfeit Papers, Coverage E Computer Fraud and Coverage F Wire Transfer Fraud, for:

Losses resulting from any dishonest or criminal act committed by a Covered Person whether acting alone or in collusion with other persons or while performing services for you or otherwise.

C) Under Coverage E Computer Fraud, for:

1. Losses resulting from inventory shortages the proof of which as to its existence or amount is dependent upon:
 - a) An inventory computation; or
 - b) A profit and loss computation.

D) Under Coverage E Computer Fraud and Coverage F Wire Transfer Fraud, for:

1. Losses not reported to us within 60 (sixty) days of the date you receive a bank statement referencing the unauthorized transaction or any other notice to you of the original unauthorized transaction.
2. Loss or damage by attacks by electronic means including computer hacking or the introduction of any form of computer virus.

New Hampshire Public Risk Management Exchange

PUBLIC OFFICIALS SCHEDULE BOND COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Members -
See Schedule of Members
- ITEM 2. Document Number** **POSB070118**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2018 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2019.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2019 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2020.
- ITEM 4. Description** Public Officials Schedule Bond
Treasurers Schedule Bond
- ITEM 5. Limits of Liability** **The limit of our liability for:**

As required by the Department of Revenue Administration or other obligee
- ITEM 6. Member Deductible** \$1,000
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC OFFICIALS SCHEDULE BOND COVERAGE DOCUMENT
POSB070118**

This Public Official Schedule Bond Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Officials Schedule Bond Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

Various provisions in this Document restrict coverage. Read the entire Document carefully to determine rights, duties and what is and is not covered.

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

COVERAGE AGREEMENT

NH Public Risk Management Exchange, a Trust duly organized under the laws of the State of New Hampshire and having its principal office in the City of Concord, County of Merrimack and State of New Hampshire, hereinafter called Surety, is held and firmly bound unto the member and the party protected from loss under this bond, hereinafter called Obligee for such pecuniary loss as the Obligee shall have sustained by reason of one or both of the following conditions:

- (A) the failure of any official or employee (hereinafter called official), who may now or hereafter occupy or perform the duties of any position named in the schedule of positions specified during the term of this bond or any renewal term to:
 - 1. faithfully perform their duties,
 - 2. account properly for all moneys received by virtue of said position.
- (B) fraudulent or dishonest acts committed by any official or employee (hereinafter called official) who may now or hereafter occupy or perform the duties of any position named in the schedule of positions specified on the Membership Certificate during the term of this bond or any renewal term.

COVERAGE EXTENSION

In the event the schedule of positions includes the offices of Sheriff, Registrar of Deeds and/or Register of Probate this coverage is extended for the official conduct, neglects and misdoing of their deputies.

ADDITIONAL COVERAGE CONDITIONS

This undertaking is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

- (A) The liability of the Surety on account of any one official shall not exceed the amount set opposite the position in said schedule occupied by such official. The Obligee may, during the continuance of this

bond, add other positions to said schedule; increase or decrease the number of officials occupying any position listed in said schedule, increase or decrease the amount of coverage carried on any position, or discontinue coverage carried on any position by giving written notice to the Surety, but such notice shall not be binding on the Surety until the member has received the Surety's written acceptance thereof.

- (B) Upon discovery by the member of any loss covered hereunder, this bond shall automatically be terminated as to any acts committed by the official causing the loss subsequent to the date of discovery. Coverage shall automatically continue for any successor official duly elected or appointed to occupy the position held by the official on which coverage is terminated; and the amount of coverage for that position shall be restored to the original amount as respects such successor official.

POSITIONS COVERED AND LIMITS OF COVERAGE

The positions covered and the minimum limits provided by this coverage are determined by the obligee.



New Hampshire Public Risk Management Exchange PUBLIC ENTITY LIABILITY COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Members and approved Not-For Profit Corporations. See Schedule of Members and Schedule of Not-for-Profit Corporations.
- ITEM 2. Document Number** **L070118**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
 From 12:01 A.M. Standard Time on July 1, 2018 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2019.
- For Members with a January 1 effective date:**
 From 12:01 A.M. Standard Time on January 1, 2019 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2020.
- ITEM 4. Description**
- | | |
|------------|---|
| Coverage A | Personal Injury Liability |
| Coverage B | Property Damage Liability |
| Coverage C | Public Officials Errors and Omissions |
| Coverage D | Unfair Employment Practices |
| Coverage E | Employee Benefit Liability |
| Coverage F | Educator's Legal Liability Claims-Made Coverage |
- ITEM 5. Limits of Liability**
- 1. The limit of our liability for Coverage A, B, C, D, E and F:**
 The cap for tort liability as provided in New Hampshire RSA 507-B:4 I, unless a sub-limit is specified in these Declarations.

 If the specific liability limits of New Hampshire RSA 507-B:4 I do not apply, are found to be unconstitutional, or inapplicable, then the limit is:

\$5,000,000	Any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts
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 - 2. The limit of our liability for:**

Uninsured and Underinsured Motorists	\$150,000 per person/\$500,000 per accident
Back Pay, Future Pay Unequal Pay, and Benefits	\$100,000 per occurrence
New Hampshire Department of Human Rights, EEOC, Fair Housing Discrimination, and Special Education Administrative Hearings	\$100,000 per claim/\$300,000 aggregate during the Coverage Period for Defense Costs only
Employed Lawyer Defense Costs for administrative complaints alleging professional misconduct	\$5,000 per Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts/\$25,000 Aggregate during the Coverage Period for Defense Costs only.

Sewer Back-up, No Fault	\$3,500 per claim/15 claims maximum during the Coverage Period on a discretionary basis with no coverage for Defense Costs.
Sewer Back-up	\$75,000 per occurrence/ \$75,000 aggregate during the Coverage Period. Defense Costs included in and reduce this sublimit.
Medical Payments	\$10,000 per accident on a discretionary basis (non-student) \$ 5,000 per accident on a discretionary basis (student)
Punitive or Enhanced Compensatory Damages	\$100,000 per occurrence/\$200,000 aggregate during the Coverage Period
Alpine Skiing	\$325,000 per person/per occurrence \$1,000,000 aggregate
Diving Boards	\$325,000 per person/per occurrence \$1,000,000 aggregate
Unmanned Aircraft	\$325,000 per person/per occurrence \$1,000,000 aggregate
Contractual Liability (assumption of liability)	\$1,000,000 per written contract to assume liability of third party \$1,000,000 aggregate
Professional Reputation Risk	\$10,000 per person \$30,000 aggregate
Amendment #1 Transition Endorsement	The cap for tort liability as provided in New Hampshire RSA 507-B:4 I that was in place for the Coverage Period in which the Damages were first incurred, or the limit of the expiring claims-made policy, or \$1,000,000, whichever is less, for any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts

3. Public Entity Liability Coverages A, B, C, D and F are provided to approved Not-for-Profit Corporations as defined in the Covered Persons or Entities part of the Public Entity Liability Coverage Document, and the limit of our liability is:

The cap for tort liability as provided in New Hampshire RSA 507-B:4 I, unless a sub-limit is specified in these Declarations.

If the specific liability limits of New Hampshire RSA 507-B:4 I do not apply, are found to be unconstitutional, or inapplicable, then the limit is:

\$1,000,000	Any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts.
\$1,000,000	Aggregate.

4. The limit of our liability for Coverage A, B, C, D, E and F for a School Administrative Unit:

The cap for tort liability as provided in New Hampshire RSA 507-B:4 I, unless a sub-limit is specified in these Declarations.

If the specific liability limits of New Hampshire RSA 507-B:4 I do not apply, are found to be unconstitutional, or inapplicable, then the limits will be:

\$1,000,000	Any one Occurrence or Wrongful Act or series of continuous,
\$1,000,000	repeated, or related Occurrences or Wrongful Acts; aggregate.

ITEM 6. Member Deductible None, except as may be provided in Schedule of Members, Deductibles

ITEM 7. Member Contribution Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT
L070118**

This Public Entity Liability Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Liability Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

Various provisions in this Document restrict coverage. Read the entire Document carefully to determine rights, duties and what is and is not covered.

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

COVERAGE AGREEMENT

We will pay on your, or a Covered Entity's, or Covered Person's behalf the Ultimate Net Loss in excess of any applicable deductible which you or a Covered Entity shall become legally obligated to pay as Damages because of:

Coverage A	Personal Injury Liability
Coverage B	Property Damage Liability
Coverage C	Public Officials Errors and Omissions Liability
Coverage D	Unfair Employment Practices
Coverage E	Employee Benefit Liability
Coverage F	Educator's Legal Liability Claims-Made Coverage

to which this Liability Coverage applies caused by an Occurrence or a Wrongful Act.

We will not pay any cost that results from the defense, investigation, and settlement of any Occurrence or Wrongful Act arising out of any loss excluded herein.

We will have the right and duty to defend any suit seeking those Damages, but we will not pay any cost that results from the defense, investigation, and settlement of any Occurrence or Wrongful Act arising out of any claim or loss excluded herein.

We will have the right to select and assign in-house or outside counsel to defend suits, and shall have the right to control the litigation. We may in our sole discretion assign in-house or outside counsel to handle matters that may in the future give rise to suits or claims. We may in our sole discretion provide legal and/or non-legal risk management consultation before, during or after a suit or claim.

We may, at our discretion, investigate any Occurrence or Wrongful Act and in accordance with our policies and procedures, settle any claim or suit that may result.

But:

- (A) The amount we will pay for Damages is limited as described in the Liability Coverage Declarations, Limits of Liability; and
- (B) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements plus Defense Costs under Coverages A, B, C, D, E, or F.

We control the settlement of claims for damages under this Coverage Document. We will make reasonable attempts to notify you when any claim is under consideration for settlement.

Coverage F, Educator’s Legal Liability Claims-Made Coverage applies only to:

Wrongful Acts that meet both the following criteria:

Take place during a period beginning after the Date of First Coverage and ending with the last day of the Coverage Period; and

A Claim for Damages IS **FIRST MADE** AGAINST THE MEMBER OR ANY COVERED PERSON DURING THE COVERAGE PERIOD and notice is given to us as soon as reasonably practical, but not later than thirty (30) days after the Claim was **FIRST MADE**.

A Claim will be deemed to have been **FIRST MADE** when notice of such Claim is received by you or any Covered Person or us, whichever comes first.

Notice sufficient to trigger this Claims-Made Liability Coverage must be in writing to us at the address to which we have directed you to report claims.

Uninsured and Underinsured Motorist Coverage

“Covered Person” for purposes of Uninsured and Underinsured Motorist Coverage shall not include any person who has received or would be entitled to receive any benefits or compensation under New Hampshire Workers Compensation law arising out of an accident or incident involving an uninsured or underinsured motorist. Accordingly, Uninsured and Underinsured Motorist Coverage is not intended to provide an additional, duplicative or supplementary remedy to those who have received or would be entitled to receive Workers’ Compensation.

We will pay compensatory damages which a Covered Person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a Covered Person and caused by an accident. The owner or operator's liability for these damages must arise out of the ownership, maintenance, or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

MEMBER’S DEDUCTIBLE - PRIMEX’S LIMIT OF LIABILITY

Regardless of the number of (1) Covered persons or entities, (2) persons or organizations who sustain injury or Damage, or (3) claims made or suits brought on account of Personal Injury, Property Damage, Public Officials Errors and Omissions, Unfair Employment Practices, Employee Benefits Liability, or Educator’s Legal Liability, our liability is limited as follows:

- (A) With respect to Personal Injury or Property Damage, or any combination thereof, and Public Officials Errors and Omissions, Unfair Employment Practices, Employee Benefits Liability, or Educator's Legal Liability or any combination thereof, our liability shall be only for the Ultimate Net Loss in excess of your deductible as specified in the Liability Coverage Declarations as the result of any one Occurrence or Wrongful Act, and then for an amount not exceeding the amount specified in the Liability Coverage Declarations, Limits of Liability per Member as the result of any one Occurrence or Wrongful Act.

It is agreed that the Liability Coverage Declarations, Limits of Liability shall apply separately to each Member under this Coverage Document in the event of an Occurrence and/or Wrongful Act that involves two or more Members.

For the purpose of determining the limit of our liability, all Ultimate Net Loss arising from Damages for Personal Injury, or Property Damage, or Public Officials Errors and Omissions, or Unfair Employment Practices, or Employee Benefits Liability, or Educator's Legal Liability arising out of continuous, repeated, or related exposure to substantially the same general conditions shall be considered as arising out of one Occurrence or Wrongful Act, as the case may be, and shall be deemed to have originated in the Coverage Period in which the Damages were first incurred and only the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability for that Coverage Period shall apply.

For Personal Injury and Property Damage, Defense Costs are in addition to and do not reduce the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability. For Public Officials Errors and Omissions, Unfair Employment Practices, Employee Benefit Liability and Educator's Legal Liability, Defense Costs are not in addition to and do reduce the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability.

The limit of liability for Uninsured and Underinsured Motorist Coverage is as shown in your Public Entity Liability Coverage Declarations. This is our maximum limit of liability for all damages, including damages for care, loss of services, or death arising out of the bodily injury sustained by any one Covered Person in any one accident. Our obligation to make any payment under this provision will be reduced by any payment made by or on behalf of any insurer, self-insurer, person or organizations who may be legally responsible.

COVERAGE TERRITORY

This coverage applies to Personal Injury, Property Damage, Public Officials Errors and Omissions, Unfair Employment Practices, Employee Benefit Liability, or Educator's Legal Liability occurring anywhere in the world; however, suit must be brought in the United States, its territories, possessions or in Canada, during the Coverage Period shown on the Liability Coverage Declarations.

COVERED PERSONS OR ENTITIES

- (A) The political subdivisions named in the Schedule of Members.
- (B) Those individuals who were or now are your elected officials or appointed officers or officials, including members of your governing body, or any other committees, boards or commissions while acting for or on your behalf and within the scope of their duties.
- (C) Your past or present employee(s) while acting for or on your behalf and within the scope of their duties.
- (D) Volunteers authorized and supervised by you while acting for or on your behalf and within the scope

of their duties.

- (E) Student teachers authorized and supervised by you while acting for or on your behalf and within the scope of their duties.
- (F) Students in work study programs authorized and supervised by you while acting for or on your behalf and within the scope of their duties.
- (G) Those individuals who were or now are elected officials or appointed officers or officials of Primex³ members of its governing body, volunteers, or any other committees, boards or commissions and past or present employees or Contract Employees of Primex³ while acting for or on behalf of and within the scope of their duties for Primex³.
- (H) Not-for-Profit Corporations must be: (1) organized by the Member's governing body, public official or designee for the predominant purpose of conducting essential governmental functions and/or services of political subdivisions; (2) incorporated pursuant to the New Hampshire Revised Statutes Annotated, Chapter 292, Voluntary Corporations; (3) governed by a board the majority of which shall be officials or employees of political subdivisions; and (4) named in our Schedule of Not-for-Profit Corporations. Not-for-Profit Corporation includes those individuals who were or now are elected officials or appointed officers or officials of the corporation, including members of its governing body, employees, volunteers, or any other of its committees, boards or commissions while acting for or on behalf of and within the scope of duties for the corporation.

You must submit to us the Not-for-Profit Corporation's Articles of Incorporation and By Laws or other such organizational documents and any other requested business information for underwriting review prior to coverage being approved and extended which shall be at our sole discretion and in writing by us. A primary underwriting consideration will be the extent to which the applicant performs essential government functions that align with the risk pool's coverages, programs, services and risk management philosophy.

- (I) Any person using any owned or hired Automobile or any person legally responsible for the use thereof, provided that the owned or hired Automobile is being used with your permission.
- (J) School administrative units organized pursuant to the New Hampshire Revised Statutes Annotated, Chapter 194-C, School Administrative Units, including those individuals who were or now are elected officials or appointed officers or officials of the corporation, including members of its governing body, volunteers, or any other committees, boards or commissions while acting for or on behalf of and within the scope of duties for the corporation.

DEFINITIONS

When used in this Coverage Document (including amendments forming a part hereof):

- (A) "Automobile" means any licensed land motor vehicle, trailer, or semi-trailer and subject to motor vehicle registration.
- (B) "Bodily Injury" means physical injury, sickness or disease sustained by a person, including death resulting therefrom at any time.
- (C) "Damages" means compensatory or actual damages, consisting of both general and special damages, but does not include punitive, enhanced or exemplary damages (by whatever named

called), resulting from Personal Injury and for Wrongful Acts as defined in this Coverage Document, unless the punitive, enhanced or exemplary damages are awarded against an employee or official who, in respect to the incident(s) at issue in the claims resulting in an award of damages: (1) was cleared of all wrongdoing by an impartial administrative investigation, and (2) complied with all applicable policies, procedures and practices of the Member.

"Damages" does not include any fines, penalties, assessments or liquidated damages imposed, awarded, agreed to or consented to for any violations or alleged violations of any statutes, regulations, agreements, decrees or orders.

- (D) "Defense Costs" means attorney's and paralegals fees, costs and expenses and other fees, incurred by us in connection with the investigation, adjustment, defense and appeal of a claim or suit covered hereunder. However, Defense Costs do not include your office expenses or the salaries of your employees, attorney(s) or officials.
- (E) "Educator's Legal Liability" means liability arising out of Wrongful Acts of a Member alleged to have been committed by a Covered Person in the discharge of their duties on your behalf if you are a school district or school administrative unit.
- (F) "Member" means those political subdivisions listed in the Schedule of Members.
- (G) "Medical Payments" means reasonable and necessary expenses for Bodily Injury incurred and reported to us within one (1) year of the accident date, or in the case of student accidents two (2) years of the accident date. Provision of Medical payments will be in the sole discretion of Primex³.
- (H) "Mobile Equipment" means land vehicles including equipment and apparatus attached thereto, whether or not self-propelled and not subject to motor vehicle registration.
- (I) "Occurrence" means:
 - 1. An accident or event, including continuous or repeated injurious exposure to substantially the same harmful conditions, which results, during the Coverage Period, in Personal Injury or Property Damage, which is neither expected nor intended from the Member's or any Covered Person's or Covered Entity's conduct;
 - 2. With respect to Personal Injury (except Bodily Injury), one or more offenses or series of related offences committed during the Coverage Period.
- (J) "Personal Injury" means Bodily Injury and/or disability, shock, mental anguish, emotional distress, mental injury, or death resulting from any of the following:
 - 1. False arrest, false imprisonment, wrongful detention, or malicious prosecution;
 - 2. Wrongful entry into, or eviction of any person from, a room, dwelling or premises that a person occupies, or other invasion of the right of private occupancy;
 - 3. Any publication, communication or utterance that slanders or libels a person or organization or disparages a person's or organization's goods, products, services or reputation;
 - 4. A publication, communication or utterance that violates a person's right of privacy;
 - 5. Discrimination based upon race, religion, nationality, color, creed, sex, sexual orientation,

disability, age or other protected classification;

6. Assault and battery, not committed by, at the direction of, or with consent of the Member. However, this limitation does not apply to the use of reasonable force to protect persons from injury or death, or property from damage.

- (K) "Property Damage" means physical injury to or destruction of tangible property, including loss of use thereof, which occurs during the Coverage Period.
- (L) "Public Officials Errors and Omissions" means liability arising out of Wrongful Acts of a Member, except for Educator's Legal Liability as defined herein, alleged to have been committed by a Covered Person in the discharge of their duties on your behalf.
- (M) "Subsidence" shall mean any Property Damage directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth.
- (N) "Ultimate Net Loss" means the sums for which the Member is legally liable as Damages by reason of a judgment or settlement, and shall include all costs, including Defense Costs, arising out of an Occurrence or Wrongful Act.

For Personal Injury and Property Damage, Defense Costs are in addition to and do not reduce the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability. For Public Officials, Errors and Omissions, Unfair Employment Practices, Employee Benefit Liability and Educator's Legal Liability, Defense Costs are not in addition to and do reduce the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability.

- (O) "Unfair Employment Practices" means any claim or suit alleging a Wrongful Act brought by your past, present or prospective employees, and the spouse, child, parent, brother or sister of that person as a consequence of Unfair Employment Practices at whom any of the employment-related practices described below is directed, for or arising out of any actual or alleged wrongful dismissal, discharge, or termination, either actual or constructive, of employment, employment-related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunity or reassignment, wrongful discipline, negligent employee evaluation, or sexual or workplace harassment or humiliation of any kind including, but not limited to, the alleged operation of a harassing workplace environment, or unlawful discrimination, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures.

Unfair Employment Practices shall include Wrongful Acts brought under local, state or federal law, whether common or statutory, and shall include, but are not limited to allegations of violations of the following federal laws, as amended, including regulations promulgated thereunder:

1. Americans with Disabilities Act of 1992 (ADA);
2. Civil Rights Act of 1991;
3. Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
4. Title VII of the Civil Rights Law of 1964, as amended (1983), including the Pregnancy Discrimination Act of 1978;

5. Civil Rights Act of 1866, Section 1981; and
6. Fifth and Fourteenth Amendments of the U.S. Constitution.

- (P) "Volunteer" means an individual performing services for a Member (but only within the scope of their volunteer acts) at the request of a Member and who does not receive compensation, other than reimbursement for expenses actually incurred for such services. Scope of volunteer acts does not include a Volunteer while acting under the influence of drugs or alcohol. In addition, an individual shall not be a Volunteer for these purposes who qualifies as an "employee" under any state or federal workers' compensation statute or is a work release or alternative sentencing participant.
- (Q) "Wrongful Act" means any actual or alleged negligent or willful and wanton act, actions or inactions, mistakes, misstatements, neglect, inadvertence, error or omission arising out of the conduct of a Covered Person in the performance of his or her or their duties on your or a Covered Entity's behalf committed during the Coverage Period. All such exposure to substantially the same general conditions shall be deemed one Wrongful Act.

As respects Coverage E, Employee Benefit Liability, the following Definitions apply:

- (A) "Employee Benefit Liability" means legal liability of the Member for which the Member shall become legally obligated to pay as Damages because of any claim made against the Member due to any negligent or willful and wanton act, error or omission of the Member, or any other person for whose acts the Member is legally liable, in the administration of the Member's Employee Benefits Programs as defined herein.
- (B) "Employee Benefits Programs" means:
1. group life insurance, group accident or health insurance, workers compensation, unemployment insurance or coverage, social benefits, disability benefits, and dependent care assistance plans, and
 2. any other similar employee benefit plans.
- "Employee Benefits Programs" do not include pension or retirement plans, including but not limited to the New Hampshire Retirement System (NHRS).
- (C) "Administration" wherever used means:
1. giving counsel to employees with respect to the Employee Benefits Programs;
 2. interpreting the Employee Benefits Programs;
 3. handling of records in connection with the Employee Benefits Programs; and
 4. affecting enrollment, termination or cancellation of an Eligible Person or an omission in the Administration (as defined herein) of your Employee Benefits Program, as defined herein, occurring during the Coverage Period.
- (D) "Occurrence" means any negligent act, error or omission in the Administration of your Employee Benefits Program occurring during the Coverage Period.
- (E) "Eligible Person" means anyone qualifying as such under your Employee Benefits Programs and their

heirs, legatees, personal representatives, beneficiaries or assigns.

- (F) "Damages" means those damages which are payable because of injury to rights or interests of an Eligible Person or their beneficiaries in the Employee Benefits Program.

As respects Coverage F, Educator's Legal Liability Claims Made Coverage, the following Definitions apply:

- (A) "Wrongful Act " means any actual or alleged negligent act, or error or omission arising out of the conduct of a Covered Person in the performance of his or her or their duties on your behalf committed during a period beginning after the "Date of First Coverage" and ending with the last day of the Coverage Period. All such exposure to substantially the same general conditions shall be deemed one Wrongful Act.
- (B) "Date of First Coverage" means the inception date of the first consecutive claims made coverage agreement between the Member and us or our predecessor, the New Hampshire School Boards Insurance Trust, or a earlier retroactive date, if any.
- (C) "Claim" means written or oral notice to a Member or Covered Person of a demand for Damages or an attempt to seek Damages resulting from a Wrongful Act. Claim also means written notice to a Member or Covered Person of information which triggers a Special Education Administrative Hearing. Claim does not mean or include investigations of any kind or audits or requests for information from government entities or any other entity or individual.
- (D) "Damages" means money compensation. "Damages" do not include:
- (1) any amount for which you are already obligated at the time of a Wrongful Act, including but not limited to any obligation under the provisions of any contract or agreement or pursuant to any law or regulation,
 - (2) punitive, exemplary, enhanced or multiple "damages", civil penalties, or
 - (3) the costs of compliance with injunctive or equitable relief,
 - (4) attorneys fees and costs.

As respects Uninsured Motorist Coverage, the following Definitions apply:

"Bodily Injury" means physical injury, sickness or disease sustained by a person, including death resulting therefrom at any time.

"Covered Person" as used in this coverage means any person occupying an automobile owned or leased by you and while engaged in operations for you.

"Uninsured motor vehicle" means an Automobile to which no bodily injury liability insurance is available at the time of the accident or to which bodily injury liability insurance applies at the time of the accident, but the insurance company denies coverage or is, or becomes, insolvent or has limits of coverage available on a per person basis applicable to bodily injury to the covered person of less than \$150,000.

EXCLUSIONS

Under Coverages A, B, C, D, E and F, and Uninsured and Underinsured Motorist Coverage, coverage does not apply to:

(A) Aircraft/aviation operations and activities

Liability arising out of the ownership, maintenance, loading or unloading, use or operation of any aircraft, airfields, runways, hangars, buildings or other properties in connection with aviation activities.

"Loading" and "unloading" of aircraft as set forth above shall not apply to paramedics, nurses or emergency medical technicians.

This exclusion does not apply to Coverages D (Unfair Employment Practices) and E (Employee Benefit Liability).

This exclusion does not apply to Unmanned Aircraft. Coverage for claims arising from use, operation, ownership, maintenance, entrustment or supervision of Unmanned Aircraft are subject to the specific sublimit set forth in the Public Entity Liability Coverage Declarations. Unmanned Aircraft means an aircraft that is not designed, manufactured or modified to be controlled by a person from within or on the aircraft.

(B) Arbitration Agreements or Judgments

Any claim, judgment or agreement from any arbitration proceeding wherein we are not entitled to join with you in exercising your rights in the choice of arbitrators, and in the conduct of such proceedings;

(C) Asbestos/Silica

1. Any liability arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers, or asbestos dust; or silica. Silica means silica occurring in any form, including silicon dioxide, silica particles, silica fibers, silica sand, silica dust or silica compounds; or
2. Any liability to indemnify any party because of damage arising out of Personal Injury or Property Damage or Public Officials Errors and Omissions or Educator's Legal Liability due to an Occurrence or loss due to a Wrongful Act at any time as a result of the manufacture of mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust; or silica; or
3. Any liability to defend any suit or claim against the Member seeking Damages arising out of Personal Injury or Property Damage or Public Officials Errors and Omissions or Educator's Legal Liability due to an Occurrence or loss due to a Wrongful Act, if such suit or claim results from or is contributed to by any combination of the following: manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust or silica.
4. All liability arising out of the presence of asbestos or silica in any condition, form or location. This exclusion applies to all forms of asbestos or silica including but not limited to when it is wholly or partially intact, damaged, degraded, decayed or decomposed. This exclusion applies to all theories of liability for property damage, bodily injury, personal injury or other loss that are in any way related to the existence, presence, contamination, inhalation, ingestion, exposure to, or absorption of asbestos or silica.

(D) Class Action Suits

Any cause of action, claim or suit part of, related to, based upon, arising from, or in consequence of any class action.

(E) Breach of Contract

Failure to perform or breach of a contractual obligation.

(F) Contractual Liability

Under no circumstances shall there be coverage for your contractual obligations to defend, hold harmless or indemnify; i.e., assume liability, for: (1) architects, engineers or surveyors, or any of their business entities, employers, employees, contactors, subcontractors or agents; (2) your employees or officials; and (3) any person or entity with respect to any occurrences, incidents or events that transpired before you assumed the contractual liability to defend, indemnify or hold harmless such person or entity.

However, we will cover certain contractual assumptions of liability to defend, indemnify or hold harmless a third party subject to the following terms and conditions. Our coverage of a written contractual obligation of a Member or covered entity to assume liability for; i.e. defend, indemnify or hold harmless, a third party shall be (1) subject to and limited by all terms, conditions, exclusions and the specific Contractual Liability sublimit set forth in the Public Entity Coverage Documents and Declarations; (2) limited to bodily injury and property damage claims under Coverage A, Personal Injury Liability, and Coverage B, Property Damage Liability; and (3) not in addition to or stacked upon any coverage we have extended to the third party through an Additional Covered Party certificate under Amendment #3.

(G) Eminent Domain, Land Use, Zoning

Claims or loss or Damages or any liability arising out of or in connection with the regulation, occupancy or use of land and improvements thereon, including without limitation the operation of the principles of eminent domain, condemnation proceedings, or inverse condemnation, zoning, re-zoning, failure to zone or regulatory taking, by whatever name called, regardless of whether such claims, loss or Damages are made directly against you or by virtue of any agreement entered into, by or on your behalf.

This exclusion does not apply to claims alleging federal civil rights violations under 42 USC §1983 arising out of eminent domain, condemnation proceedings or inverse condemnation proceedings or inverse condemnation, zoning, failure to zone, land use actions or regulatory takings.

(H) Employer's Liability

1. Bodily Injury to your employee arising out of and in the course of employment by you,
2. claims or loss of that employee's spouse, child, parent, brother or sister as a consequence of Bodily Injury,

This exclusion applies:

1. whether you may be liable as an employer or in any other capacity, and

2. to any obligation to share Damages or repay another party which must pay Damages because of Bodily Injury.

(I) ERISA and PERA

Any claim made against you, or any liability imposed upon you or imputed to you, under, arising from, or in any way related to the Employee Retirement Income Security Act of 1974 (ERISA), Public Employees Retirement Act (PERA), and any law amendatory thereof or any similar retirement program or act, including but not limited to the New Hampshire Retirement System (NHRS), and regardless of whether the claim is based on statutory provisions or common law theories such as negligence, breach of contract or breach of fiduciary duty, for example.

(J) Lead

All liability arising out of the presence of lead in any condition, form or location.

This exclusion applies to all forms of lead including but not limited to lead paint, lead materials or lead products that are wholly or partially intact, damaged, degraded, decayed, chipped, flaked or decomposed.

This exclusion applies to all theories of liability for property damage, bodily injury, personal injury or other loss that are in any way related to the presence, contamination, inhalation, ingestion or absorption of lead.

(K) Non-Monetary Claims

Any causes of action, claims or lawsuit counts seeking non-monetary relief such as injunction, mandamus, declaratory relief or statutory equitable relief, including but not limited to RSA 91-A remedies. Demands, requests, claims, counts and prayers for relief seeking attorney's fees, costs, expenses or penalties in connection with the pursuit of non-monetary relief are also excluded from coverage.

This exclusion does not apply to Defense Costs, subject to the respective sublimits stated in the Public Entity Coverage Declarations, for the defense of Fair Housing Discrimination claims or the defense of claims of professional negligence or misconduct filed against your Employed Lawyer with any professional licensing, oversight, or disciplinary official, agency, board or commission. An Employed Lawyer is a New Hampshire licensed attorney who at the time of the Occurrence or Wrongful Act is your bona fide employee, such as a City Attorney, County Attorney or staff attorney.

(L) Nuclear Energy Liability

Any liability arising from the hazardous properties of Nuclear Material and arising out of the operation of a Nuclear Facility by any person or organization or resulting from the hazardous properties of Nuclear Material.

"Nuclear Facility" means:

1. Any nuclear reactor;
2. Any equipment or device designed or used for:
3. Separating the isotopes of uranium or plutonium;
4. Processing or utilizing spent fuel, or
5. Handling, processing or packaging waste;
6. Any equipment or device used for the processing, fabricating or alloying of special nuclear

material if at any time the total amount of such material in the custody of the Member at the premises where such equipment or device is located consists or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

7. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear Material” means source material, special nuclear material or byproduct material;

(M) Pollution

1. Any claim or obligation to defend and/or indemnify with respect to any claim or suit seeking any damages, statutory relief, regulatory relief, equitable relief, fines, penalties, costs, expenses, interest, liabilities, compliance or attorney’s fees arising out of the actual, alleged or threatened presence, existence, discharge, dispersal, release, seepage, migration, escape, travel, movement, relocation, deposit, decay, deterioration, dissolution, degradation, ingestion, inhalation, or absorption, of pollutants, whether sudden, gradual, indoor or outdoor, anywhere in the world.

This exclusion does not apply to liability:

- a) arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants from activities of your Hazardous Response Team while performing its official duties,
- b) arising out of the application of pesticides and herbicides by your employees, but only if they have been properly certified in the handling of these chemicals for their intended purpose,
- c) arising from the sudden and accidental release of chlorine used in the operation of a swimming pool owned, operated and maintained by you,
- d) arising from the sudden and accidental release of ammonia or other such refrigerant used in the operation of an ice rink owned, operated and maintained by you,
- e) arising from sewer back-up resulting from the reverse flow or escape of sewage from any fixed sewage line(s) owned, operated or maintained by you subject to the limit and restrictions appearing in the Liability Coverage Declarations for Sewer Back-up or Sewer Back-up, No Fault, and provided that these coverage limits are reduced by (1) recoveries by you for the same loss under Sewer Back-up; Sewer Back-up, No Fault; or any other Primex³ coverage; and (2) any reasonably available source of county, state or federal funding applicable to the same loss. Notwithstanding any other provision in this Public Entity Liability Coverage Document, the Sewer Back-up limit set forth on the Liability Coverage Declarations is inclusive of and reduced by Defense Costs, and the Sewer Back-up, No Fault limit set forth on the Liability Coverage Declarations does not provide coverage for Defense Costs.
- f) arising out of heat, smoke or fumes from a Hostile Fire. Hostile Fire means one which becomes uncontrollable or breaks out from where it is intended to be, and

- g) arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of your Mobile Equipment or your vehicle or their parts, if such fuels, lubricants or other operating fluids escape from a part designed to hold, store or receive them, or from the upset, overturn or collision of the Mobile Equipment or vehicle.

This exception does not apply if the fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by you, or a contractor or subcontractor.

2. Any loss, cost or expense arising out of any governmental (administrative, judicial or legislative branch) direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or otherwise respond to or remediate pollutants;
3. Any loss, cost or expense incurred by a governmental entity or agency or any other third party, including but not limited to the cost of investigation and monitoring, and Defense Costs, relating to activities in connection with efforts to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or otherwise respond to or remediate pollutants.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, electromagnetic radiation, fiberglass, lead, lead paint, lead pigment, lead in water, lead products or materials containing lead, or any hazardous or toxic substance or waste of whatever kind, regardless of whether it is wholly or partially intact, degraded or decayed.

Waste also includes materials that are intended to be or have been recycled, reconditioned or reclaimed.

"Pollutants" shall also mean fungal pathogens or bacteria, including any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to mold, mildew, mycotoxins, spores, or any biogenic aerosols, whether indoors or outdoors.

Nothing in this exclusion shall operate to provide any coverage with respect to:

- (1) Any site or location used by others on your behalf for the handling, storage, disposal, dumping, processing or treatment of waste material. This exclusion applies whether or not the action by others was known to you; or
- (2) Any clean-up costs mandated by the Superfund program or by any state or federal entity or agency; or
- (3) Acid Rain; or
- (4) Clean-up, removal, containment, treatment, detoxification or neutralization of pollutants situated on premises that you currently own or rent.

(N) Property Damage

Any liability for Property Damage to:

1. Real property occupied by or leased to you, your agents or subcontractors;
2. Real or personal property used by you, your agents or subcontractors;

3. Real or personal property in your or your agent's or subcontractor's care, custody or control or for which you or your agents or subcontractors are exercising control for any purpose;
4. Your Automobiles; and
5. Your Mobile Equipment.

(O) Professional Services – Rendering or Failure to Render

Any liability for Personal Injury or Property Damage arising out of:

1. The rendering of or failure to render:
 - (a) Medical, surgical, dental, x-ray, dietary, or nursing service or treatment;
 - (b) Any health service or treatment;
 - (c) Any mental health service or treatment;
 - (d) Any veterinary medicine, treatment or service.
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead human bodies including autopsies, organ donation or other procedures.

This exclusion does not apply to services performed by emergency medical technicians, paramedics, athletic trainers, dieticians, nurses, psychologists, substance abuse counselors or occupational or physical therapists providing services within the scope of their professional licenses and while performing duties within the scope of their employment by you.

(P) Rebounding Devices

Personal Injury arising from the use, ownership, maintenance, or operation of a Rebounding Device. Rebounding Device means any trampoline, mini-tramp, bouncer, or any other such equipment. This exclusion does not apply to rebounding devices used in conjunction with supervised Special Education physical therapy and/or occupational therapy programs. Diving Boards are not considered Rebounding Devices.

(Q) Securities and Financial Interests

1. The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument;
2. Any representation made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
3. Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

We will have no duty or obligation to provide or pay for the investigation or defense of any claim or loss that may allege any of the foregoing.

(R) Sexual Molestation

Damages for Personal Injury caused by a Covered Person alleged to be a perpetrator of a rape or sexual molestation. We may, at our discretion, investigate and pay Defense Costs for the Covered Person alleged to be a perpetrator.

This exclusion does not apply to your Wrongful Acts.

(S) Ski Operations

Personal Injury, Bodily Injury or Property Damage arising out of the ownership, maintenance or operation of ski jumps, ski lifts or tows, and associated trails other than cross country ski trails.

(T) Subsidence

Any claim or loss or Damages or Defense Costs or liability arising out of Subsidence.

(U) Terrorism

Any claim or loss or Damages or Defense Costs or liability directly or indirectly resulting from or arising out of or in any way related to any:

1. Act of Terrorism; or
2. Actions taken by or on behalf of the government or any branch or division thereof (including, without limitation, the uniformed armed forces, militia, police, state security, and anti-terrorism agencies) in responding to, preventing, combating, defending or retaliating against any Act of Terrorism.

Act of Terrorism means any activity that:

1. Involves any violent act or any act dangerous to human life, tangible or intangible property, and that causes damage to property or injury to persons or causes a threat thereof; and
2. Appears to be intended, in whole or in part, to:
 - a) Intimidate or coerce a civilian population; or
 - b) Disrupt any segment of a nation's economy; or
 - c) Influence the policy of a government, political subdivision or school organization by intimidation or coercion; or
 - d) Affect the conduct of a government, political subdivision or school organization by mass destruction, assassination, kidnapping or hostage-taking; or
 - e) Respond to government, political subdivision or school organization action or policy.

Act of Terrorism shall also include any incident determined to be such by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in sequence to the loss, injury, damage, expense, cost, or legal obligation and whether or not the Act of Terrorism was committed in concert with or on behalf of any organization or government.

(V) Violations

Violation of any State, Federal or local statute, law, penal code, regulation or ordinance unless coverage for such violations is explicitly provided in coverages A, B, C, D, E and F.

This exclusion does not apply to reasonable and necessary Defense Costs, subject to the stated sublimit for Professional Reputation Risk, and as determined by us in our sole discretion, for the defense of written and publicly disclosed allegations that an elected official or senior management level employee with fiduciary duties violated a provision of law and thereby caused financial harm to you as a public entity, but only if such person had an objectively reasonable and good faith belief that his or her conduct was at all relevant times lawful and that your governing board has by majority vote decided to extend Professional Reputation Risk protection to the person.

(W) War or Military Action

Any claim or loss or Damages or Defense Costs or liability directly or indirectly resulting from or arising out of or in any way related to any:

1. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
2. insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

(X) Watercraft

Personal Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

1. Any watercraft owned or operated by or rented or loaned to you, or
2. watercraft operated by any person in the course of his employment by you.

However, this exclusion shall not apply to any owned or non-owned watercraft less than 51 feet in length or powered by an engine that is in compliance with the horsepower recommended by the manufacturer and that is not being used to carry persons or property for a charge, or to any watercraft while ashore or on premises owned or controlled by you.

(Y) Workers Compensation, Unemployment Compensation, Disability Benefits or Similar Law

Any obligation for which the Member or a Covered Entity may be held liable under any workers compensation, occupational disease, unemployment compensation, disability benefits law, or under any similar law.

(Z) Cyber Liability

Except as provided in Amendment #4, this coverage does not apply to injury or damage, whether

physical or nonphysical, arising out of "cyber liability".

"Cyber liability" means injury or damage arising out of:

1. Any access to or disclosure of any person's or organization's personal or confidential information including:
 - a) A person's name, unpublished address, unpublished phone number, driver's license or other state-issued identification number, social security number, financial account numbers, including saving or checking account, credit or debit card number and the related security code, password or pin for such account or card number;
 - b) Patents, trade secrets, processing methods, customer lists, financial information, health information; or
 - c) Any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data" that does not result from physical injury to tangible property.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment. For the purpose of this coverage, "electronic data" is not tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, fines, penalties, or any other loss, cost, or expense incurred by the Member Insured or others arising out of that which is described in 1. or 2. above.

In addition to the exclusions above, the following additional exclusions apply:

(AA) Under Coverage C, Public Officials Errors and Omissions Liability, for:

1. Personal Injury or Property Damage as defined in this Coverage Document;
2. Refund of taxes, fees or assessments;
3. Illegal Remuneration or Financial Gain

Your liability or the liability of any Covered Person arising in whole or in part out of any of them obtaining remuneration or financial gain to which they were not legally entitled;

4. Violation of Penal Code or Ordinance

Except as provided for Professional Reputation Risk Defense Costs in Exclusion (V), Liability and any claim for Defense Costs arising out of the violation of any penal code, statute, law, act, or ordinance, whether federal, state, city or town, county or district committed by Covered Persons or with the knowledge or consent of any Member except that any fact pertaining to any Covered Person shall not be imputed to any other Covered Person for the purpose of determining application of this exclusion;

5. Faulty Preparation of Bid Specifications, Cost Estimates, Failure to Award Contracts

Liability arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or plans or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids;

6. Tangible Property

Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;

7. Breach of Contract

Failure to perform or breach of a contractual obligation;

(AB) Under Coverage D, Unfair Employment Practices, for:

1. Strikes and Lockouts

Any claim or claims for loss arising out of a lockout, strike, picket line, replacement or similar actions in connection with labor disputes or labor negotiations.

2. W.A.R.N. Act

Any claim or claims for loss arising out of the Workers Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state, or local law.

3. Building or Property Modifications to Accommodate Disabled Persons

Any claim or claims incurred by you to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person.

4. Reinstatement

Claims or proceedings for reinstatement due any claimant or the continued employment of the claimant, and any resultant awards, damages, expenses, costs and attorney's fees.

5. Breach of Employment Contract

Causes of action grounded solely in contract including but not limited to breach of any oral or written employment contract or quasi-employment contract.

6. National Labor Relations Act or Similar Law Violations

Any claim arising from or in consequence of any alleged violation of the National Labor Relations Act: 29 U.S.C. § 151-169, the National Labor Management Act (Taft-Hartley Act) - 29 U.S.C. § 141-197, the New Hampshire Public Employee Relations Law, RSA 273-A, or any other similar or related federal, state or local law or ordinance and administrative rule adopted in relation thereto.

7. Collective Bargaining Agreements

Any labor or grievance arbitration arising out of collective bargaining agreements.

8. Overtime Pay, Wage and Hour Violations, Worker Protective Legislation

Any claim for overtime pay, wages due or other awards, damages, expenses costs or penalties arising out of alleged violations of state or federal wage and hour laws such as the Fair Labor Standards Act and RSA 275.

9. Administrative Proceedings

Any claim for Damages, Defense Costs or internal investigations arising from administrative hearings or proceedings.

This exclusion does not apply to Defense Costs for legal counsel approved by us for participation in a hearing before the New Hampshire Human Rights Commission or the Equal Employment Opportunity Commission.

(AC) Under Coverage E, Employee Benefits Liability, for:

1. Personal Injury or injury to or destruction of any tangible property, including the loss of use thereof;
2. Any claim arising out of malpractice, error or omission of any physician or surgeon;
3. Personal Injury resulting from false arrest, detention or imprisonment, or malicious prosecution or libel, slander, defamation of character, or religious discrimination;
4. Any claim for failure or performance of a contract by you, or to any claim based upon failure of stocks, bonds or other securities to produce financial gain, profit or growth as represented by you;
5. Injury caused by a fraudulent, criminal or malicious act of the Member or any Covered Person;
6. Any claim, whether statutory or common law (for example negligence, breach of contract or breach of fiduciary duty), made against you based upon, arising from, or in any way related to the Employee Retirement Income Security Act of 1974, public law 93-406, commonly referred to as the Pension Reform Act of 1974, and amendments thereto, the Public Employees Retirement Act (PERA), the New Hampshire Retirement System (NHRS), or any similar retirement program, act, or employee benefit laws, or similar provisions of any federal, state or local statutory or common law; or
7. Any claim based upon your failure to comply with laws concerning workers compensation, unemployment insurance or coverage, Social Security or disability benefits.

(AD) Under Coverage F, Educator's Legal Liability Claims-Made Coverage, for:

1. Personal Injury or Property Damage or Public Officials Errors and Omissions, Unfair Employment Practices or Employee Benefit Liability as defined in this Coverage Document. Such coverage is provided only by Coverage A, B, C, D, and E;
2. Refund of taxes, fees or assessments;
3. Illegal Remuneration or Financial Gain

Your liability or the liability of any Covered Person arising in whole or in part out of any of them obtaining remuneration or financial gain to which they were not legally entitled;

4. Violation of Penal Code or Ordinance

Except as provided for Professional Reputation Risk Defense Costs in Exclusion (V), Liability and any claim for Defense Costs arising out of the violation of any penal code, statute, law, act, or ordinance, whether federal, state, city or town, county or district committed by Covered Persons or with the knowledge or consent of any Member except that any fact pertaining to any Covered Person shall not be imputed to any other Covered Person for the purpose of determining application of this exclusion;

5. Faulty Preparation of Bid Specifications, Cost Estimates, Failure to Award Contracts

Liability arising out of estimates of probable costs or cost estimates being exceeded or for faulty preparation of bid specifications or plans or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids;

6. Tangible Property

Injury to, destruction or disappearance of any tangible property (including money) or the loss of use thereof;

7. Breach of Contract

Failure to perform or breach of a contractual obligation;

8. Administrative Proceedings

Any claim for Damages, Defense Costs or internal investigations arising from administrative hearings or proceedings.

This exclusion does not apply to Defense Costs for legal counsel approved by us for participation in a Special Education Administrative Hearing.

9. Any Claim that is covered by any other self-insurance program coverage or policy of insurance that replaces this liability claims-made coverage or that succeeds it in time.

(AE) Under Uninsured and Underinsured Motorist Coverage, for:

1. Bodily injury sustained by any Covered Person if that Covered Person or the legal representative settles the bodily injury claim without our consent.
2. Bodily injury sustained by any insured while using an Automobile without a reasonable belief that the covered person is entitled to do so.
3. Bodily injury to a Covered Person while working in a business of selling, servicing, repairing or parking Automobiles unless that business is yours.
4. Bodily injury sustained by a Covered Person while occupying a vehicle used as a premises or

residence.

5. Bodily injury sustained by any of your elected or appointed officials or any of their household members while occupying or struck by any vehicle (other than an automobile you own or lease) owned by, or furnished or available for the regular use of, the injured person or any of his or her household members.
6. Bodily injury to your employee arising out of and in the course of employment by you.
7. This coverage does not apply directly or indirectly to the benefit of any insurer or self-insurer providing workers' compensation coverage including but not limited to any lienholder or subrogee.

EXTENDED REPORTING PERIOD

Under Coverage F, Educator's Legal Liability Claims-Made Coverage, if this claims-made liability coverage is terminated by you in accordance with the provisions in the General Conditions then:

(A) Automatic Extended Reporting Period

1. You will be provided with an automatic sixty (60) day extended reporting period for no additional member contribution. The extension of coverage granted shall be subject to the terms and conditions of the Public Entity Liability Coverage Document and shall apply to Claims **FIRST MADE** against you or a Covered Person during the sixty (60) days immediately following the end of the Coverage Period, but only by reason of Claims which happened subsequent to the retroactive date and prior to end of the Coverage Period and which are otherwise covered by this Public Entity Liability Coverage Document.

The automatic extended reporting period will not be provided or available to you if we terminate your participation in this claims-made liability coverage or if you do not terminate your participation in accordance with the provisions in the General Conditions.

This Coverage Document does not cover any Claim that is covered by any other self-insurance program coverage or policy of insurance that replaces this Coverage Document or that succeeds it in time.

New Hampshire Public Risk Management Exchange

PUBLIC ENTITY VOLUNTEER MEDICAL ACCIDENT COVERAGE DECLARATIONS

This page along with the General Conditions and Coverage Document provisions and amendments, if any, issued to form a part thereof, completes the below numbered Coverage Document.

- ITEM 1. Covered Entities** New Hampshire Public Risk Management Exchange and its Property/Liability Program Members and Workers Compensation Members
See Schedule of Members for Both Programs
- ITEM 2. Document Number** **VMA070118**
- ITEM 3. Coverage Period** **For Members with a July 1 effective date:**
From 12:01 A.M. Standard Time on July 1, 2018 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on July 1, 2019.
- For Members with a January 1 effective date:**
From 12:01 A.M. Standard Time on January 1, 2019 or the date on which the entity becomes a member of the New Hampshire Public Risk Management Exchange, whichever is later, and expires at 12:01 A.M. on January 1, 2020.
- ITEM 4. Description** **Volunteer Medical Accident Coverage**
- ITEM 5. Limits of Liability** **The limit of our liability:**

\$10,000 for reasonable and necessary medical expenses incurred within two (2) years of the accident date, and excess of any other insurance or coverage, for injuries sustained by a Volunteer within the scope and arising out of their assigned volunteer activities for you.
- ITEM 6. Member Deductible** **None**
- ITEM 7. Member Contribution** Our policies, procedures, rates and classifications will determine the contribution for this coverage. All information required is subject to verification.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this declaration to be signed by its duly authorized representative.

By:



Chief Executive Officer

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY VOLUNTEER MEDICAL ACCIDENT COVERAGE DOCUMENT
VMA070118**

This Public Entity Volunteer Medical Accident Coverage Document is a risk-sharing agreement that describes the scope of the obligations of the New Hampshire Public Risk Management Exchange (Primex³) and each Primex³ Member to Primex³ Members and among one another. THIS COVERAGE DOCUMENT IS NOT AN INSURANCE POLICY. Only those coverages that are specifically identified in the Public Entity Volunteer Medical Accident Coverage Declarations are provided pursuant to this Coverage Document.

The terms and conditions set forth in the General Conditions apply to all program(s) and the coverage provided by us to you. Read all of the conditions carefully to determine what other terms and conditions apply to this coverage.

Various provisions in this Document restrict coverage. Read the entire Document carefully to determine rights, duties and what is and is not covered.

Words and phrases that are capitalized have special meaning. Refer to DEFINITIONS.

LIMITS OF LIABILITY

The limit of liability is as shown on the Public Entity Volunteer Medical Accident Coverage Document Declarations.

COVERAGE AGREEMENT

We will pay reasonable and necessary medical expenses incurred within two (2) years of the accident date, and excess of any other insurance or coverage for injuries sustained by a Volunteer within the scope and arising out of their assigned volunteer activities for you.

COVERED PERSONS

- (A) Your Volunteers.

DEFINITIONS

When used in this Coverage Document (including amendments forming a part hereof):

- (A) "Volunteer" means those individuals undertaking a task of his/her own free will and as authorized and supervised by you. Volunteer does not mean any person defined as an employee in the New Hampshire Workers' Compensation Law.

LIMIT OF LIABILITY

The limit of liability is as shown on the Public Entity Volunteer Medical Accident Coverage Document Declarations.

EXCLUSIONS

- (A) Workers Compensation, Unemployment Compensation, Disability Benefits or Similar Law

Any obligation for which you may be held liable under any workers compensation, occupational disease, unemployment compensation, disability benefits law, or under any similar law.

- (B) Any Volunteer while taking part in any athletic activities directed or organized by you or by any person acting on your behalf.

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT**

AMENDMENT #1

Transition Endorsement – Claims Made to Occurrence Coverage

Coverage Document Number: **L070118**

Coverage Parts Affected:

Coverage A	Personal Injury Liability
Coverage B	Property Damage Liability
Coverage C	Public Officials Errors and Omissions
Coverage D	Unfair Employment Practices
Coverage E	Employee Benefit Liability
Coverage F	Educator's Legal Liability Claims-Made Coverage

Retroactive Coverage Period

In consideration of and subject to the Prior Acts Warranty executed by you, we will pay on your behalf the Ultimate Net Loss in excess of any applicable deductible which you shall become legally obligated to pay as Damages:

- (A) arising out of claims to which this Liability Coverage applies caused by an Occurrence or a Wrongful Act when such claim is first made against you subsequent to the Coverage Period stated in the Public Entity Liability Coverage Document Declarations and arising from an Occurrence or Wrongful Act after the Retroactive Date listed below.

Limits of Liability

Our liability shall be only for the Ultimate Net Loss in excess of your deductible as the result of any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts and then for an amount not exceeding the sub-limit specified in the Liability Coverage Declarations, Limits of Liability as the result of any one Occurrence or Wrongful Act or series of continuous, repeated, or related Occurrences or Wrongful Acts.

For the purpose of determining the limit of our liability, all Ultimate Net Loss arising from Damages arising out of continuous, repeated, or related exposure to substantially the same general conditions shall be considered as arising out of one Occurrence or Wrongful Act, as the case may be, and shall be deemed to have originated in the Coverage Period in which the Damages were first incurred and only the limit of liability as specified in the Liability Coverage Declarations, Limits of Liability for that Coverage Period shall apply.

Exclusions

In addition to the exclusions stated in the Public Entity Liability Coverage Document, no coverage will be provided by this amendment:

- (A) Unless a claims-made policy covering you was continuously in effect during the Retroactive Coverage Period specified above;
- (B) for any claim or suit first made against you before the Retroactive Date listed below whether or not reported to the prior insurer or coverage provider;

- (C) for any Occurrence or Wrongful Act reported to the prior insurer or coverage provider before the Retroactive Date listed below;
- (D) for any Occurrence or Wrongful Act that you were aware of prior to the Retroactive Date listed below;
- (E) for any Occurrence or Wrongful Act that you were aware of prior to the Retroactive Date listed below and which was not reported to the prior insurer or coverage provider; or
- (F) for any Occurrence or Wrongful Act covered by another insurance policy or risk pool coverage document,

Terminating Participation in the Property and Liability Program by Us or by You

Terminating participation in the Property and Liability Program shall be done in accordance with the Terminating Participation in Our Program(s) section of the General Conditions. This Amendment #1 Transition Endorsement – Claims Made to Occurrence Coverage will be cancelled automatically on the date that we terminate your participation in the Property and Liability Program or if you do not continuously participate in the Property and Liability Program for each respective coverage period after the Program Effective date shown on the Schedule of Members.

Retroactive Date

For Members transitioning from Claims Made to Primex³ Occurrence Coverage, the Retroactive Date shall be three years prior to the date of the inception of the Member's Primex³ Occurrence Coverage, unless a different Retroactive Date is stated in this Transition Endorsement.

Member Name	Retroactive Date
Acworth, Town of	7/1/2013
Albany School District	7/1/2013
Albany, Town of	7/1/2013
Alexandria, Town of	7/1/2013
Allenstown School District	7/1/2013
Allenstown, Town of	7/1/2013
Alstead, Town of	7/1/1999
Alton, Town of	7/1/2011
Amherst School District	7/1/2009
Andover, Town of	7/1/2013
Antrim, Town of	7/1/2013
Ashland, Town of	5/1/2009
Ashuelot Pond Dam Village District	7/1/2013
Atkinson, Town of	7/1/2013
Auburn School District	7/1/2008
Barnstead School District	7/1/2013
Barnstead, Town of	7/1/2011
Barrington School District	7/1/2014

Barrington, Town of	7/1/2011
Bartlett School District	7/1/2013
Bartlett, Town of	7/1/2013
Bath, Town of	7/1/2013
BCEP Solid Waste	7/1/2013
Bedford School District	7/1/2008
Bedford, Town of	1/1/2009
Belknap County Conservation District	7/1/2013
Belmont, Town of	7/1/2009
Bennington, Town of	7/1/2013
Berlin Water Works	7/1/1999
Bethlehem School District	7/1/2000
Bethlehem, Town of	7/1/2011
Bethlehem Village District	7/1/2013
Bow School District	7/1/1999
Bow, Town of	7/1/2008
Bradford, Town of	7/1/2013
Brentwood School District	7/1/2011
Brentwood, Town of	7/1/2013
Bristol, Town of	7/1/2009
Brookfield, Town of	7/1/2013
Brookline School District	7/1/2013
Brookline, Town of	7/1/2013
Campton School District	7/1/2013
Campton, Town of	7/1/2010
Campton Village District	7/1/2013
Campton-Thornton Fire Department	7/1/2013
Canaan, Town of	7/1/2008
Candia School District	7/1/2008
Candia, Town of	7/1/1999
Canterbury, Town of	7/1/2013
Capital Area Fire Compact	7/1/2013
Carroll, Town of	7/1/2013
Center Harbor, Town of	7/1/2013
Central NH Special Operations Unit	7/1/2013
Charlestown, Town of	7/1/2012
Chatham School District	7/1/2013
Chatham, Town of	7/1/2013
Chester, Town of	7/1/2013

Chesterfield School District	7/1/2013
Chesterfield, Town of	7/1/2011
Chichester School District	7/1/2013
Chichester, Town of	7/1/2013
Claremont, City of	7/1/1999
Claremont School District	7/1/2009
Clarksville, Town of	7/1/2013
Coheco Arts and Technology Academy	7/1/2001
Colebrook, Town of	7/1/2011
Columbia, Town of	7/1/2013
Concord, City of	7/1/2008
Concord School District	7/1/1999
Contoocook Valley School District	7/1/2006
Contoocook Village Precinct	7/1/2013
Conway School District	7/1/2013
Conway, Town of	7/1/2011
Conway Village Fire District	7/1/2013
Coos County Conservation District	7/1/2013
Cornish School District	7/1/2009
Cornish, Town of	7/1/2013
Croydon School District	7/1/2013
Croydon, Town of	9/18/1999
Dalton, Town of	7/1/2013
Danbury, Town of	7/1/2013
Deerfield School District	7/1/2013
Deerfield, Town of	7/1/2011
Deering, Town of	7/1/2013
Derry, Town of	7/1/2000
Dorchester, Town of	7/1/2013
Dover, City of	7/1/1986
Dublin, Town of	7/1/2013
Dummer School District	7/1/2013
Dunbarton School District	7/1/2013
Dunbarton, Town of	7/1/2013
Durham, Town of	7/1/2009
East Kingston School District	7/1/2011
East Kingston, Town of	7/1/2013
Easton, Town of	7/1/2013
Eaton School District	7/1/2013

Eaton, Town of	7/1/2013
Effingham, Town of	7/1/2013
Ellsworth School District	7/1/2013
Emerald Lake Village District	7/1/2013
Enfield, Town of	7/1/2013
Epping School District	7/1/2008
Epping, Town of	7/1/2011
Epsom School District	7/1/2013
Errol School District	7/1/2013
Errol, Town of	7/1/2013
Exeter Regional School District	7/1/2011
Exeter School District	7/1/2011
Exeter, Town of	1/1/2009
Farmington School District	7/1/2013
Farmington, Town of	7/1/1999
Fitzwilliam, Town of	7/1/2013
Franconia, Town of	4/11/1999
Franklin School District	7/1/1998
Freedom School District	7/1/2012
Freedom, Town of	9/16/1999
Fremont, Town of	7/1/2013
Gate City Charter School for the Arts	7/1/2013
Gilford, Town of	7/1/2008
Gilmanton, Town of	7/1/2013
Gilsum, Town of	7/1/2002
Goffstown School District	7/1/2013
Goffstown, Town of	7/1/2013
Goffstown Village Water Precinct	7/1/2013
Gorham Randolph Shelburne Coop School District	7/1/2013
Goshen School District	7/1/2013
Goshen, Town of	7/1/2013
Grafton County	7/1/2008
Grafton County Conservation District	7/1/2013
Grafton, Town of	7/1/2013
Granite Lake Village District	7/1/2013
Grantham School District	7/1/1999
Grantham, Town of	7/1/1999
Grasmere Village Water Precinct	7/1/2013
Great Bay eLearning Charter School	7/1/2013

Greenland, Town of	7/1/2013
Greenville Estates Village District	7/1/2013
Greenville, Town of	7/1/2013
Groton, Town of	7/1/2011
Hampstead, Town of	7/1/2011
Hampton, Town of	7/1/2013
Hampton Falls School District	7/1/1999
Hampton School District	7/1/1999
Hancock, Town of	7/1/2011
Hanover, Town of	7/1/2012
Harrisville School District	7/1/2013
Harts Location School District	7/1/2013
Haverhill, Town of	7/1/2008
Hebron, Town of	7/1/2013
Henniker School District	7/1/1999
Hill School District	7/1/1999
Hill, Town of	7/1/2013
Hillsboro-Deering School District	7/1/2013
Hillsborough County	11/1/1999
Hillsborough County Conservation District	7/1/2013
Hillsborough, Town of	7/1/2013
Hinsdale School District	7/1/2013
Hinsdale, Town of	7/1/2008
Holderness School District	7/1/2013
Holderness, Town of	7/1/2002
Hollis Brookline Cooperative School District	7/1/2013
Hollis School District	7/1/2013
Hollis, Town of	1/1/2009
Hooksett School District	7/1/2008
Hopkinton School District	7/1/2013
Hopkinton, Town of	7/1/2010
Howe Library	7/1/2012
Hudson, Town of	7/1/2011
Inter-Lakes Cooperative School District	7/1/1999
Jackson School District	7/1/2013
Jackson, Town of	7/1/2013
Jaffrey, Town of	7/1/2002
Jaffrey-Rindge Cooperative School District	7/1/2000
Jefferson, Town of	7/1/2013

Kearsarge Regional School District	7/1/2008
Keene, City of	7/1/1999
Keene School District	7/1/2013
Kensington School District	7/1/2011
Kensington, Town of	7/1/2013
Laconia, City of	7/1/1999
Lafayette Regional School District	7/1/2000
Lake Todd Village District	7/1/2013
Lakes Region Mutual Fire Aid	7/1/2011
Lamprey Solid Waste	7/1/2011
Lancaster, Town of	7/1/2011
Landaff School District	7/1/2000
Langdon, Town of	7/1/2009
Lebanon, City of	7/1/2013
Lebanon Housing Authority	10/1/2002
Lee, Town of	7/1/2011
Lempster School District	7/1/2013
Lempster, Town of	7/1/2013
Lisbon Regional School District	7/1/2000
Lisbon, Town of	7/1/2013
Litchfield, Town of	7/1/2013
Littleton School District	7/1/2000
Littleton, Town of	7/1/2013
Littleton Water and Light	7/1/2013
Lochmere Village District	7/1/2013
Londonderry, Town of	7/1/2008
Loudon, Town of	7/1/2013
Lower Bartlett Water Precinct	7/1/2013
Lyman, Town of	7/1/2013
Lyme, Town of	7/1/2013
Lyndeborough, Town of	7/1/2013
Madbury, Town of	7/1/2013
Madison School District	7/1/2012
Madison, Town of	7/1/2012
Making Community Connections Charter School	7/1/2013
Marlborough School District	7/1/2013
Marlborough, Town of	7/1/2013
Marlow School District	7/1/2013
Marlow, Town of	7/1/2011

Mascoma Valley Regional School District	7/1/1999
Mason, Town of	7/1/2013
Meredith, Town of	1/1/2012
Meriden Village Water District	7/1/2013
Meriden Volunteer Fire Department	7/1/2013
Merrimack County	7/1/1999
Merrimack School District	7/1/2009
Merrimack Valley Regional School District	7/1/1999
Middleton School District	7/1/2013
Middleton, Town of	7/1/2013
Midwest NH HazMat Mutual Aid District	7/1/2013
Milan School District	7/1/2013
Milan, Town of	7/1/2013
Milford Area Communications Center	7/1/2013
Milford, Town of	7/1/1999
Milton School District	7/1/2013
Milton Water District	7/1/2013
Monadnock Regional School District	7/1/2013
Monroe, Town of	7/1/2008
Mont Vernon School District	7/1/2009
Mont Vernon, Town of	7/1/2013
Moultonborough School District	7/1/2013
Mountain Lakes District	7/1/2013
Nashua Regional Planning Commission	7/1/2008
Nelson School District	7/1/2013
Nelson, Town of	7/1/2013
New Boston School District	7/1/2013
New Boston, Town of	7/1/2013
New Castle, Town of	7/1/2013
New Durham, Town of	7/1/2009
New Hampton, Town of	7/1/2011
New Hampton Village Precinct	7/1/2013
New Ipswich, Town of	7/1/2013
New London, Town of	7/1/2013
New London/Springfield Water	7/1/2013
Newbury, Town of	7/1/2013
Newfields School District	7/1/2011
Newfound Area School District	7/1/2013
Newington, Town of	7/1/2013

Newmarket School District	7/1/2013
Newmarket, Town of	7/1/2011
Newport School District	7/1/2013
Newport, Town of	7/1/1999
Newton, Town of	7/1/2013
Next Charter School	7/1/2013
North Conway Water Precinct	7/1/2013
North Country Charter Academy	7/1/2013
North Country Council	7/1/2011
North Hampton School District	7/1/1999
North Hampton, Town of	7/1/2008
North Haverhill Precinct	7/1/2013
North Swanzey Water & Fire Precinct	7/1/2013
North Walpole Village District	7/1/2013
Northfield, Town of	7/1/2008
Northwood, Town of	7/1/2002
Nottingham, Town of	7/1/2012
Orange, Town of	7/1/2013
Orford Village District	7/1/2013
Oyster River Cooperative School District	9/1/2000
Pelham, Town of	7/1/2013
Pembroke, Town of	7/1/2011
Pembroke School District	7/1/2013
Pembroke Water Works	7/1/2013
Pemi-Baker Regional School District	7/1/2013
Penacook Rescue Squad	7/1/2012
Penacook-Boscawen Water Precinct	7/1/2013
Peterborough, Town of	7/1/2009
Piermont School District	7/1/1999
Piermont, Town of	7/1/2013
Pillsbury Lake Village District	7/1/2013
Pittsburg, Town of	7/1/2013
Pittsfield School District	7/1/1999
Pittsfield, Town of	7/1/2013
Plainfield School District	7/1/1999
Plainfield, Town of	7/1/1999
Plainfield Village Water District	12/31/2000
Plainfield Volunteer Fire Department	7/1/2013
Plaistow, Town of	7/1/2013

Plymouth School District	7/1/2013
Plymouth, Town of	7/1/2013
Plymouth Village Water & Sewer District	7/1/2013
Polaris Charter School	7/1/2013
Portsmouth, City of	7/1/1986
Portsmouth School District	7/1/2000
Prospect Mountain High School	7/1/2008
Randolph, Town of	7/1/2013
Raymond School District	7/1/2013
Raymond, Town of	7/1/2002
Richmond, Town of	7/1/2013
Rindge, Town of	7/1/1999
Rochester, City of	7/1/2012
Rockingham County	7/1/1999
Rollinsford School District	7/1/2013
Rollinsford, Town of	7/1/2013
Rollinsford Water & Sewer District	7/1/2013
Roxbury, Town of	7/1/2011
Rumney School District	7/1/2013
Rumney, Town of	7/1/2008
Rye Beach Village District	7/1/2013
Rye, Town of	2/1/1996
Rye Water District	7/1/2013
Salem School District	7/1/2001
Salem, Town of	7/1/2011
Salisbury, Town of	7/1/2013
Sanborn Regional School District	7/1/1999
Sanbornton, Town of	7/1/1999
Sandown, Town of	7/1/2013
SAU 6 Office	7/1/2009
SAU 9 Office	7/1/2013
SAU 13 Office	7/1/2012
SAU 15 Office	7/1/2008
SAU 16 Office	7/1/2011
SAU 19 Office	7/1/2013
SAU 20 Office	7/1/2013
SAU 21 Office	7/1/1999
SAU 24 Office	7/1/2000
SAU 29 Office	7/1/2013

SAU 34 Office	7/1/2013
SAU 35 Office	7/1/1999
SAU 39 Office	7/1/2009
SAU 41 Office	7/1/2013
SAU 46 Office	7/1/2002
SAU 48 Office	7/1/2013
SAU 53 Office	7/1/2013
SAU 56 Office	7/1/2013
SAU 64 Office	7/1/2013
SAU 71 Office	7/1/2013
Sawyer Lake Village District	7/1/1999
Seabrook Beach Village District	7/1/2013
Seabrook School District	7/1/2001
Seabrook, Town of	7/1/2013
Seacoast Charter School	7/1/2001
Seacoast Chief Fire Officers Mutual Aid District	7/1/2013
Seacoast Emergency Response Team	7/1/2013
Shaker Regional School District	7/1/2001
Sharon, Town of	7/1/2010
Shelburne, Town of	7/1/2013
Somersworth, City of	7/1/2008
Somersworth School District	7/1/2013
Souhegan Cooperative School District	7/1/2009
Souhegan Regional Landfill District	7/1/2013
South Hampton, Town of	7/1/2013
Southeastern New Hampshire Hazmat Mutual Aid	7/1/2013
Southern NH Special Operations Unit	7/1/2013
Southwest New Hampshire District Mutual Fire Aid	7/1/2013
Springfield, Town of	7/1/2013
Stark School District	7/1/1999
Stark, Town of	7/1/2013
Stewartstown, Town of	7/1/2013
Stoddard, Town of	7/1/2011
Strafford County	1/15/1996
Strafford Regional Planning Commission	7/1/2011
Strafford, Town of	7/1/2013
Stratford School District	7/1/1999
Stratford, Town of	7/1/2013
Stratham School District	7/1/2011

Stratham, Town of	2/15/2000
Strong Foundations Charter School	7/1/2013
Sugar Hill, Town of	7/1/2013
Sullivan School District	7/1/2013
Sullivan, Town of	7/1/2013
Sunapee School District	7/1/2013
Sunapee, Town of	7/1/2013
Surry School District	7/1/2013
Sutton, Town of	7/1/2013
Swains Village District	7/1/2013
Swanzey, Town of	7/1/2013
Tamworth School District	7/1/2012
Tamworth, Town of	7/1/2012
Temple, Town of	7/1/2013
Thornton School District	7/1/2013
Thornton, Town of	7/1/2012
Tilton, Town of	7/1/2013
Tilton-Northfield Fire & EMS	7/1/2012
Tilton-Northfield Water District	7/1/2013
Troy, Town of	7/1/2013
Troy Water/Sewer District	7/1/2013
Tuftonboro, Town of	2/15/2000
Unity School District	7/1/2009
Unity, Town of	7/1/2013
Upper Valley/Lake Sunapee Plan. Comm.	7/1/2011
Village District of Eastman	7/1/2013
Village District of Eidelweiss	7/1/2013
Village District of Little Boar's Head	7/1/2013
Wakefield School District	7/1/2013
Wakefield, Town of	1/1/2015
Walpole, Town of	7/1/2013
Warner, Town of	7/1/2013
Warner Village District	7/1/2013
Warren School District	7/1/2001
Warren, Town of	7/1/2013
Washington School District	7/1/2013
Waterville Estates Village District	7/1/2013
Waterville Valley School District	7/1/2013
Webster, Town of	7/1/2012

Wentworth School District	7/1/2013
Westmoreland School District	7/1/2013
Westmoreland, Town of	7/1/2013
Whitefield, Town of	7/1/2013
Wilmot, Town of	7/1/2013
Wilmot Volunteer Fire Company	7/1/2013
Wilton, Town of	7/1/2012
Wilton Public & Gregg Free Library	7/1/2012
Winchester School District	7/1/2013
Windham, Town of	7/1/2008
Windsor School District	7/1/2013
Windsor, Town of	7/1/2013
Winnacunnet Cooperative S.D.	7/1/1999
Wolfeboro, Town of	7/1/1999
Woodstock, Town of	4/1/2011
Woodsville Fire District	7/1/2013
Woodsville Water & Light Department	7/1/2013

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT**

AMENDMENT #3

COVERAGE EXTENSION/ADDITIONAL COVERED PARTY

Coverage Document Number: **L070118**

Coverage Parts Affected:

Coverage A	Personal Injury Liability
Coverage B	Property Damage Liability

This Coverage may be extended by Certificate of Coverage to third parties for liability arising out of a Member's Occurrence or Wrongful Act in accordance with our policies and procedures, excluding liability arising out of or alleged to have arisen out of the occurrence or wrongful act of the additional covered party unless otherwise specifically agreed to by us in writing.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this amendment to be signed by its duly authorized representative.

By:



Chief Executive Officer

New Hampshire Public Risk Management Exchange
Public Entity Liability Coverage Document L070118
Amendment #3
Final Rev. July 1, 2018

**NEW HAMPSHIRE PUBLIC RISK MANAGEMENT EXCHANGE
PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT**

AMENDMENT #4

COVERAGE EXTENSION/CYBER LIABILITY AND DAMAGE

Coverage Document Number: **L070118**

Coverage Description:

Coverage is afforded to a Member or Covered Person for liability and damage as set forth in, and subject to the terms, conditions, exclusions and limits of, the attached Beazley Information Security & Privacy Insurance with Electronic Media Liability Coverage. Coverage afforded under this Amendment shall not be in addition to any other coverage afforded by Primex for the same loss, liability, damages, expenses, penalties or costs.

In witness whereof, the New Hampshire Public Risk Management Exchange has caused this amendment to be signed by its duly authorized representative.

By:



Chief Executive Officer

New Hampshire Public Risk Management Exchange
Public Entity Liability Coverage Document L070118
Amendment #4
Final Rev. July 1, 2018

SCHEDULE of MEMBERS
Property & Liability Program
As of July 1, 2018

Member Name	Member Number	Member SAU
Acworth, Town of	100	
Albany School District	859	9
Albany, Town of	101	
Alexandria, Town of	102	
Allenstown School District	792	53
Allenstown, Town of	103	
Alstead, Town of	104	
Alton School District	786	72
Alton, Town of	105	
Amherst School District	701	39
Amherst, Town of	106	
Andover School District	702	46
Andover, Town of	107	
Antrim, Town of	108	
Ashland School District	822	2
Ashland, Town of	109	
Ashuelot Pond Dam Village District	457	
Atkinson, Town of	110	
Auburn School District	902	15
Auburn, Town of	111	
Barnstead School District	785	86
Barnstead, Town of	112	
Barrington School District	838	74
Barrington, Town of	113	
Bartlett School District	903	9
Bartlett Village Water Precinct	459	
Bartlett, Town of	114	
Bath School District	768	23
Bath, Town of	115	
Bay Sewage District	558	
BCEP Solid Waste	510	
Bedford School District	779	25
Bedford, Town of	116	
Belknap County	607	

Belknap County Conservation District	597	
Belmont, Town of	117	
Bennington, Town of	118	
Benton School District	848	23
Benton, Town of	121	
Berlin School District	904	3
Berlin Water Works	500	
Berlin, City of	120	
Bethlehem School District	856	35
Bethlehem Village District	568	
Bethlehem, Town of	119	
Boscawen, Town of	122	
Bow School District	703	67
Bow, Town of	123	
Bradford, Town of	124	
Brentwood School District	704	16
Brentwood, Town of	125	
Bristol, Town of	127	
Brookfield, Town of	128	
Brookline School District	834	41
Brookline, Town of	129	
Campton School District	705	48
Campton Village Precinct	565	
Campton, Town of	130	
Campton-Thornton Fire Department	550	
Canaan, Town of	131	
Candia School District	906	15
Candia, Town of	132	
Canterbury, Town of	133	
Capital Area Fire Compact	546	
Carroll County	600	
Carroll, Town of	134	
Center Harbor, Town of	135	
Central NH Special Operations Unit	450	
Charlestown, Town of	136	
Chatham School District	860	9
Chatham, Town of	137	
Cheshire County	601	
Chester School District	707	82
Chester, Town of	138	

Chesterfield School District	706	29
Chesterfield, Town of	139	
Chichester School District	708	53
Chichester, Town of	140	
Claremont School District	909	6
Claremont, City of	141	
Clarksville, Town of	142	
Cocheco Arts and Technology Academy	1203	
Colebrook, Town of	143	
Colebrook Fire Precinct	577	
Columbia, Town of	144	
Concord School District	710	8
Concord, City of	145	
Contoocook Valley School District	802	1
Contoocook Village Precinct	592	0
Conway School District	911	9
Conway Village Fire District	526	
Conway, Town of	146	
Coos County	602	
Coos County Conservation District	451	
Copple Crown Village District	456	
Cornish School District	912	6
Cornish, Town of	147	
Croydon School District	957	43
Croydon, Town of	148	
CSI Charter School	1209	
Dalton, Town of	149	
Danbury, Town of	150	
Deerfield School District	825	53
Deerfield, Town of	152	
Deering, Town of	153	
Derry Cooperative School District	711	10
Derry, Town of	154	
Dorchester, Town of	155	
Dover School District	900	11
Dover, City of	156	
Dresden School District	913	70
Dublin, Town of	157	
Dummer School District	914	20
Dummer, Town of	158	

Dunbarton School District	712	67
Dunbarton, Town of	159	
Durham, Town of	160	
East Kingston School District	819	16
East Kingston, Town of	161	
Easton, Town of	162	
Eaton School District	915	9
Eaton, Town of	163	
Effingham, Town of	164	
Ellsworth School District	814	48
Emerald Lake Village District	535	
Enfield, Town of	166	
Epping School District	713	14
Epping, Town of	167	
Epsom School District	714	53
Epsom Village Water District	586	
Errol School District	917	20
Errol, Town of	169	
Exeter Region Cooperative School District	839	16
Exeter School District	780	16
Exeter, Town of	170	
Farmington School District	958	61
Farmington, Town of	171	
Fitzwilliam, Town of	172	
Francestown, Town of	173	
Franconia, Town of	174	
Franklin School District	716	18
Freedom School District	833	13
Freedom, Town of	176	
Fremont School District	717	83
Fremont, Town of	177	
Gate City Charter School for the Arts	1215	
Gilford School District	718	73
Gilford, Town of	178	
Gilmanton School District	719	79
Gilmanton, Town of	179	
Gilsum, Town of	180	
Goffstown School District	720	19
Goffstown Village Water Precinct	553	
Goffstown, Town of	181	

Gorham Randolph Shelburne Cooperative School District	951	20
Gorham, Town of	182	
Goshen School District	962	71
Goshen, Town of	183	
Governor Wentworth Regional School District	721	49
Grafton County	603	
Grafton County Conservation District	581	
Grafton, Town of	184	
Granite Lake Village District	596	
Grantham School District	851	75
Grantham, Town of	185	
Grasmere Village Water Precinct	598	
Great Bay eLearning Charter School	1206	16
Greenfield, Town of	186	
Greenland School District	796	50
Greenland, Town of	187	
Greenville Estates Village District	556	
Greenville, Town of	188	
Groton, Town of	189	
Gunstock Acres Village Water District	458	
Hampstead School District	776	55
Hampstead, Town of	190	
Hampton Falls School District	795	21
Hampton Falls, Town of	192	
Hampton School District	842	90
Hampton, Town of	191	
Hancock, Town of	193	
Hanover School District	919	70
Hanover, Town of	194	
Harrisville School District	722	29
Harrisville, Town of	195	
Harts Location	333	
Harts Location School District	861	9
Haverhill Cooperative School District	723	23
Haverhill, Town of	196	
Hebron, Town of	197	
Henniker School District	724	24
Henniker, Town of	198	
Hill School District	725	18
Hill, Town of	199	

Hillsboro-Deering School District	864	34
Hillsborough County	608	
Hillsborough County Conservation District	404	
Hillsborough, Town of	200	
Hinsdale School District	920	92
Hinsdale, Town of	201	
Holderness School District	726	48
Holderness, Town of	202	
Hollis Brookline Cooperative School District	828	41
Hollis School District	815	41
Hollis, Town of	203	
Hooksett School District	921	15
Hooksett, Town of	204	
Hopkinton School District	727	66
Hopkinton, Town of	205	
Hopkinton Village Precinct	554	
Howe Library	579	
Hudson School District	789	81
Hudson, Town of	206	
Inter-Lakes Cooperative School District	812	2
Jackson School District	922	9
Jackson Water Precinct	460	
Jackson, Town of	207	
Jaffrey, Town of	208	
Jaffrey-Rindge Cooperative School District	923	47
Jefferson, Town of	209	
John Stark Regional School District	765	24
Kearsarge Lighting Precinct	464	
Kearsarge Regional School District	868	65
Keene School District	728	29
Keene, City of	210	
Kensington School District	824	16
Kensington, Town of	211	
Kingston, Town of	212	
Laconia School District	729	30
Laconia, City of	213	
Lafayette Regional School District	924	35
Lake Todd Village District	591	
Lakes Region Mutual Fire Aid	529	
Lamprey Regional Solid Waste	505	

Lancaster, Town of	214	
Landaff School District	858	35
Landaff, Town of	215	
Langdon, Town of	216	
Lebanon Housing Authority	523	
Lebanon, City of	217	
Lee, Town of	218	
Lempster School District	963	71
Lempster, Town of	219	
Lincoln-Woodstock Cooperative School District	730	68
Lisbon Regional School District	925	35
Lisbon, Town of	221	
Litchfield School District	791	27
Litchfield, Town of	222	
Littleton School District	855	84
Littleton Water & Light	524	
Littleton, Town of	223	
Lochmere Village District	599	
Londonderry, Town of	224	
Loudon, Town of	225	
Lower Bartlett Water Precinct	584	
Lower Beech Pond Village District	463	
Lyman, Town of	226	
Lyme School District	846	76
Lyme, Town of	227	
Lyndeborough, Town of	228	
Madbury, Town of	229	
Madison School District	926	13
Madison, Town of	230	
Making Community Connections Charter School	1216	
Marlborough School District	734	29
Marlborough, Town of	232	
Marlow School District	809	29
Marlow, Town of	233	
Mascenic Regional School District	733	87
Mascoma Valley Regional School District	827	62
Mason School District	867	89
Mason, Town of	234	
Meredith, Town of	235	
Meriden Village Water District	593	

Meriden Volunteer Fire Department	449	
Merrimack County	604	
Merrimack School District	927	26
Merrimack Valley Regional School District	735	46
Merrimack Village District	561	
Merrimack, Town of	236	
Middleton School District	959	61
Middleton, Town of	237	
Midwest NH HazMat Mutual Aid District	455	
Milan School District	928	20
Milan, Town of	238	
Milford Area Communications Center	545	
Milford School District	736	40
Milford, Town of	239	
Milton School District	929	64
Milton Water District	588	
Milton, Town of	240	
Monadnock Regional School District	807	93
Monroe School District	737	77
Monroe, Town of	241	
Mont Vernon School District	738	39
Mont Vernon, Town of	242	
Moultonborough School District	850	45
Moultonborough, Town of	243	
Mountain Lakes District	534	
Nashua Regional Planning Commission	519	
Nelson School District	739	29
Nelson, Town of	244	
New Boston School District	740	19
New Boston, Town of	246	
New Castle School District	797	50
New Castle, Town of	248	
New Durham, Town of	249	
New Hampton Village Precinct	587	0
New Hampton, Town of	251	
New Ipswich, Town of	253	
New London, Town of	254	
New London/Springfield Water	539	
Newbury, Town of	247	
Newfields School District	820	16

Newfields, Town of	250	
Newfound Area School District	781	4
Newington School District	798	50
Newington, Town of	252	
Newmarket School District	741	31
Newmarket, Town of	255	
Newport School District	956	43
Newport, Town of	256	
Newton, Town of	257	
Next Charter School	1217	
NH Public Risk Management Exchange	573	
North Conway Water Precinct	557	
North Country Charter Academy	1211	
North Country Council	576	
North Country Education Services	953	
North Country Fire Mutual Aid District	462	
North Hampton School District	805	21
North Hampton, Town of	259	
North Haverhill Precinct	508	
North Swanzey Water & Fire Precinct	509	
North Walpole Village District	439	
Northfield, Town of	258	
Northumberland School District	829	58
Northumberland, Town of	260	
Northwood School District	905	44
Northwood, Town of	261	
Nottingham School District	907	44
Nottingham, Town of	262	
Orange, Town of	263	
Orford Village District	402	0
Orford, Town of	264	
Oyster River Cooperative School District	769	5
Oyster River Youth Association	574	
Pelham School District	770	28
Pelham, Town of	266	
Pembroke School District	742	53
Pembroke Water Works	532	
Pembroke, Town of	267	
Pemi-Baker Regional School District	774	48
Penacook Rescue Squad	531	

Penacook-Boscawen Water Precinct	548	
Peterborough, Town of	268	
Piermont School District	743	23
Piermont, Town of	269	
Pillsbury Lake Village District	540	
Pittsburg, Town of	270	
Pittsfield School District	849	51
Pittsfield, Town of	271	
Plainfield School District	853	32
Plainfield Village Water District	571	
Plainfield Volunteer Fire Department	454	
Plainfield, Town of	272	
Plaistow, Town of	273	
Plymouth School District	744	48
Plymouth Village Water & Sewer District	559	
Plymouth, Town of	274	
Polaris Charter School	1214	
Portsmouth Housing Authority	572	
Portsmouth School District	950	52
Portsmouth, City of	275	
Precinct/Haverhill Corner	544	
Profile School District	857	35
Prospect Mountain High School	952	301
Randolph, Town of	276	
Raymond School District	933	33
Raymond, Town of	277	
Richmond, Town of	278	
Rindge, Town of	279	
Rochester School District	901	54
Rochester, City of	280	
Rockingham County	609	
Rollinsford School District	801	56
Rollinsford Water & Sewer District	442	
Rollinsford, Town of	281	
Roxbury, Town of	282	
Rumney School District	745	48
Rumney, Town of	283	
Rye Beach Village District	453	
Rye School District	799	50
Rye Water District	443	

Rye, Town of	284	
Salem School District	773	57
Salem, Town of	285	
Salisbury, Town of	286	
Sanborn Regional School District	934	17
Sanbornton, Town of	287	
Sandown, Town of	288	
Sandwich, Town of	289	
SAU 2 Office	810	2
SAU 6 Office	935	6
SAU 9 Office	936	9
SAU 13 Office	837	13
SAU 15 Office	937	15
SAU 16 Office	788	16
SAU 19 Office	748	19
SAU 20 Office	749	20
SAU 21 Office	841	21
SAU 23 Office	750	23
SAU 24 Office	826	24
SAU 29 Office	751	29
SAU 34 Office	865	34
SAU 35 Office	938	35
SAU 39 Office	808	39
SAU 41 Office	835	41
SAU 44 Office	804	44
SAU 46 Office	753	46
SAU 48 Office	754	48
SAU 50 Office	800	50
SAU 53 Office	755	53
SAU 55 Office	777	55
SAU 56 Office	794	56
SAU 58 Office	830	58
SAU 64 Office	941	64
SAU 67 Office	869	67
SAU 70 Office	845	70
Sawyer Lake Village District	401	
Seabrook Beach Village District	448	
Seabrook School District	843	21
Seabrook, Town of	290	
Seacoast Charter School	1201	

Seacoast Chief Fire Officers Mutual Aid District	594	
Seacoast Emergency Response Team	452	
Shaker Regional School District	757	80
Sharon, Town of	291	
Shelburne, Town of	292	
Somersworth School District	784	56
Somersworth, City of	293	
Souhegan Cooperative School District	778	39
Souhegan Regional Landfill District	590	
South Hampton School District	844	21
South Hampton, Town of	294	
Southeastern New Hampshire Hazmat Mutual Aid	583	0
Southern New Hampshire Planning Commission	525	
Southern NH Special Operations Unit	595	
Southwest New Hampshire District Fire Mutual Aid	538	
Springfield, Town of	295	
Stark School District	831	58
Stark, Town of	297	
Stewartstown, Town of	298	
Stoddard School District	854	24
Stoddard, Town of	310	
Strafford County	605	
Strafford Regional Planning Commission	562	
Strafford School District	944	44
Strafford, Town of	299	
Stratford School District	832	58
Stratford, Town of	300	
Stratham School District	821	16
Stratham, Town of	301	
Strong Foundations Charter School	1213	
Sugar Hill, Town of	302	
Sullivan County	606	
Sullivan School District	964	96
Sullivan, Town of	303	
Sunapee School District	955	85
Sunapee, Town of	304	
Surry School District	965	91
Surry, Town of	305	
Sutton, Town of	306	
Swains Lake Village District	552	

Swanzy, Town of	307	
Tamworth School District	836	13
Tamworth, Town of	308	
Temple, Town of	309	
Thornton School District	758	48
Thornton, Town of	320	
Tilton Northfield Fire	567	
Tilton, Town of	311	
Tilton-Northfield Water District	585	
Timberlane Regional School District	775	55
Troy Water/Sewer Department	582	
Troy, Town of	312	
Tuftonboro, Town of	313	
Unity School District	945	6
Unity, Town of	314	
Upper Valley Lake Sunapee Regional Planning Commission	570	
Village District of Eastman	501	
Village District of Eidelweiss	502	
Village District of Little Boar's Head	405	
Village of Northwood Ridge Water District	461	
Wakefield School District	946	64
Wakefield, Town of	315	
Walpole, Town of	316	
Warner Village Water District	513	
Warner, Town of	317	
Warren School District	767	23
Warren, Town of	318	
Washington School District	862	34
Waterville Estates Village District	580	
Waterville Valley School District	947	48
Waterville Valley, Town of	518	
Weare School District	759	24
Weare, Town of	321	
Webster, Town of	322	
Wentworth School District	760	48
Wentworth, Town of	330	
Westmoreland School District	761	29
Westmoreland, Town of	324	
White Mountains Regional School District	811	36
Whitefield, Town of	325	

Wilmot Volunteer Fire Company	589	
Wilmot, Town of	326	
Wilton Public & Gregg Free Library	578	
Wilton, Town of	327	
Wilton-Lyndeborough Cooperative School District	763	63
Winchester School District	948	94
Winchester, Town of	328	
Windham School District	771	95
Windham, Town of	329	
Windsor School District	863	34
Windsor, Town of	323	
Winnacunnet Cooperative School District	806	21
Winnisquam Regional School District	764	59
Wolfeboro, Town of	331	
Woodstock, Town of	332	
Woodsville Fire District	515	
Woodsville Water & Light Department	516	

RISK POOL PRACTICES AGREEMENT

Now come New Hampshire Public Risk Management Exchange, 46 Donovan Street, Concord, NH 03301 ("Primex") and the New Hampshire Secretary of State, by and through the New Hampshire Bureau of Securities Regulations (the "Bureau") and hereby stipulate and agree to the terms stated in this RISK POOL PRACTICES AGREEMENT (the "Agreement"). Primex and the Bureau are collectively referred to herein as the "Parties" and singularly as a "Party." Capitalized terms are defined in Appendix A which is incorporated by reference as though set forth herein.

Recitals

1.0 The following recitals in Section I below are a material part of this Agreement and the Parties have relied upon them in entering into this Agreement.

Statutory Framework

1.1. Primex operates one or more pooled risk management programs ("Pools" or "pooled risk programs") pursuant to RSA ch. 5-B.

1.2 The purpose for operating a pooled risk program is:

[I]nsurance and risk management [are] essential to the proper functioning of political subdivisions; that risk management can be achieved through purchase of traditional insurance or by participation in pooled risk management programs established for the benefit of political subdivisions; that pooled risk management is an essential governmental function by providing focused public sector loss prevention programs, accrual of interest and dividend earnings which may be returned to the public benefit and establishment of costs predicated solely on the actual experience of political subdivisions within the state; that the resources of political subdivisions are presently burdened by the securing of insurance protection through standard carriers; and that pooled risk management programs which meet the standards established by this chapter should not be subject to insurance regulation and taxation by the state.

RSA 5-B:1. It is the intent of the Parties that the operation of the Primex Pools be consistent with the letter, spirit and intent of RSA ch. 5-B and this Agreement, and that the operation of pooled risk programs by Primex be open, transparent and for the sole and exclusive purpose of supporting the political subdivisions participating in the Pools ("Members").

1.3 The Bureau has legal authority to enforce New Hampshire law regarding the regulation of the operations of the Primex Pools and to inquire and determine that the Pools are managed in conformity with RSA ch. 5-B. *See* RSA 5-B:4-a. Included in this regulatory authority is the Bureau's right and responsibility to conduct formal and informal investigations and examinations, the right to issue orders designed to address instances of non-compliance with RSA ch. 5-B and 421-B and the right to initiate enforcement proceedings should a Pool contest an enforcement action. *Id.* Included in the foregoing is the Bureau's right, authority and power to negotiate informal resolutions with pooled risk programs under its jurisdiction.

1.4 The Bureau first was assigned regulatory responsibility for pooled risk programs on June 29, 2009 and its current regulatory powers did not become effective until June 14, 2010. Prior to June 29, 2009, the Secretary of State only had the authority to collect and maintain financial statements, but not to act upon any irregularity apparent therein.

Relevant Background

1.5 The Bureau commenced an investigation of pooled risk programs operated by the Local Government Center ("LGC") in 2010. The investigation resulted in the release of a report and the issuance of an enforcement order demanding that LGC comply with RSA ch. 5-B by, *inter alia*:

- Operating its Pools exclusively through legal entities organized under the laws of New Hampshire, and not under the laws of any other state;
- Ensuring that each New Hampshire entity be governed directly by a board of directors whose members are chosen completely in conformity with the standards set out in RSA 5-B:5,1,b and subject to written bylaws and not other forms of governance documents;
- Returning all earnings and surpluses in excess of amounts required for the proper administration of the Pools, payment of claims, maintenance of reserves, and purchase of excess insurance coverage;
- Discontinuing the practice of subsidizing the operation of pooled risk programs with monies collected through premiums and investments related to other pooled risk programs; and
- Operating its Pools in compliance with the letter, spirit and intent of RSA ch. 5-B.

1.6 After the Bureau's investigation of LGC became publicly known, the Bureau received a complaint dated June 1, 2010 that in some respects made similar complaints against New Hampshire's other RSA 5-B entities, namely Primex and SchoolCare (the "other pools complaint"). The LGC, orally and in writing, has subsequently made inquiry about the complaint filed against Primex and SchoolCare and challenged the Bureau's decision to marshal its limited resources to first complete the enforcement action against the LGC before taking action with regard to allegations contained in the "other pools complaint." The LGC has also asserted as a defense to the enforcement action that the Bureau is engaged in selective prosecution against it, a defense that the Bureau denies.

1.7 As part of the enforcement action against the LGC, the Bureau and LGC engaged in settlement discussions. LGC insisted that Primex and SchoolCare participate with regard to industry issues impacting operations of all pools. At the invitation of the Bureau, Primex voluntarily agreed to participate in said discussions and later agreed to participate in direct two-party negotiations with the Bureau. Primex, in its communications and actions, has demonstrated an intention to be open and transparent with the regulator and its risk pool members, and to promptly and efficiently work toward a mutual agreement regarding best practices for the benefit of public entity risk pool members. In addition to reaching agreement on pooling best practices, Primex requested that the "other pools complaint" be appropriately reviewed, addressed and resolved as it pertains to Primex. The Bureau, after conducting an on-site examination has agreed to do so.

1.8. As part of the two-party discussions, Primex voluntarily permitted the Bureau to conduct an on-site examination of its operations and certified to the Bureau the accuracy of the books and records provided to the Bureau for review and the representations made to the Bureau by its officers, counsel and staff as part of the examination. *See* Appendix B. Primex was cooperative, responsive, respectful and open in its dealings with the Bureau. The Bureau is satisfied with the results of the on-site examination.

The Primex Operations

1.9 Primex operates as a New Hampshire trust that was formed in 1980. Primex has a written trust agreement and bylaws that govern its operations that are on file with the Bureau. The bylaws originated in 1998. Primex has never operated, nor attempted to operate, through an entity organized under the laws of another state.

1.10 The governing board of the Primex trust is selected in conformity with RSA 5-B:5,I,b and the board operates with the benefit of clear written policies that prohibit self dealing, conflicts or other unethical activities and that define financial and other internal controls.

1.11 Primex operates pooled risk programs that offer Members coverages similar or equivalent to property and liability insurance, workers compensation insurance and unemployment compensation insurance. The premiums for these programs are exclusively paid by political subdivisions or their instrumentalities, and not directly by individuals. Primex also provides risk management, training, member services and claims management directly associated with these lines of coverage.

1.12 Beginning in 2004, Primex also offered health coverage. A portion of the premiums for this program was indirectly paid by active and retired public employees or through COBRA. In 2011, the Primex board decided to discontinue this program and, except for the winding up of outstanding claims and other commitments, will no longer offer this program after June 30, 2012. Primex has not used health premiums, employee contributions or retiree payments to support other coverage programs. In an effort to be transparent, the Bureau requested and Primex agreed to include a description of the Primex Board's decision making with respect to its health coverage as Appendix C.

1.13 Primex does not maintain a staff dedicated to lobbying activities, although it occasionally contracts with an outside law firm to represent its interests in legislative matters which relate to RSA 5-B or risk pool coverage lines. Primex does not require its Members to belong to or participate in the activities of any other organization or municipal lobbying entity.

1.14 Primex directly owns the land and building from which it principally conducts business located at 46 Donovan Street, Concord, New Hampshire 03301. Primex does not own any real estate at any other location.

1.15 Primex does not operate its business through the use of a parent and subsidiary corporate model of organization. Primex is organized as a New Hampshire trust.

1.16 Primex has received "Best Practices" certifications from the Association of Governmental Risk Pools ("AGRiP") from 2009 through 2014. AGRiP was organized in late 1998 as a

membership organization for public entity risk and benefits pools in North America. It is a successor to the pooling section that operated for nearly 20 years under the auspices of the Public Risk Management Association.

Provisions of the Agreement

2.0 Based upon the foregoing recitals, the Parties agree to the following terms and conditions applicable to the operation of the Primex Pools as of the Effective Date of this Agreement.

Board Governance

2.1 Primex, in the event it offers employee benefit coverages in the future (health, dental, disability, pharmacy and the like) shall create and maintain for such coverages a separate and distinct New Hampshire risk pool entity governed by an independent board. This is in recognition that such coverages collect premiums obtained directly or indirectly from active or retired employees of members or directly from other individuals. Primex's existing coverage lines of workers compensation, property-liability and unemployment compensation are in the nature of property-casualty coverages that do not obtain premiums directly or indirectly from active or retired employees and may be operated under one risk pool with a single governing board separate and distinct from any potential future employee benefits pool. The governing boards of any such separate pools shall be composed of directors selected in conformity with RSA 5-B:5,I,b. Primex has not, and shall not in the future, offer lines of coverage not specifically approved by statute. *See* RSA 5-B:3,III.

2.2 All Primex governing boards in existence or created during the Term of this Agreement shall comply with the following terms, in addition to the express terms of RSA ch. 5-B and in addition to the terms stated in the preceding section:

2.2.1 No board shall exceed eleven (11) members nor be less than five (5) members. Each board shall include at least one (1) board member elected on an unweighted basis by the participating Members. No board term shall exceed three years and no board member shall serve more than three consecutive terms.

2.2.2 Each Primex board shall adopt and operate pursuant to written bylaws and written policies that address financial and internal controls, prohibit conflicts of interest and self-dealing, and address business ethics. The written policies shall generally conform with best practices in the industry described in the publications of AGRiP or similar organizations and shall be submitted to the Bureau for approval prior to their adoption. The Bureau acknowledges that Primex's current bylaws and written policies meet these standards. Further, said written policies shall expressly recognize as a disqualifying conflict of interest any board member's use of or participation in any employment search conducted by Primex on behalf of a political subdivision that is then a Member in a Primex Pool during a period of time that extends from three years before to three years after the contemplated board service. There is no evidence that Primex engages in this practice and Primex agrees not to engage in this practice in the future.

2.2.3 By written policy and supported by appropriate training and budgeting, Primex shall provide its board(s) with direct access to consultants and lawyers independent from consultants and legal counsel retained for Primex by its management, officers and general counsel. Said

retention of independent consultants and lawyers shall be for the purpose of allowing board members to obtain second opinions and different perspectives on important business, financial, actuarial, and legal issues apart from those opinions and perspectives that may be proposed and supported by management. Primex currently operates in this manner in that its board members can have access to outside expertise. Primex will memorialize these requirements in the form of a written policy and through adoption of a specific budget line item to provide funds for board retention of consultants and lawyers.

2.3 Primex agrees that its most senior executive officer, generally referred to as a CEO, shall be selected or confirmed by the board(s) and that only persons experienced in the operations of risk pools or insurance companies shall be eligible for appointment or retention as CEO. Primex's present CEO meets these requirements.

Surplus and Reserves

3.0 Primex acknowledges that RSA Ch. 5-B requires pools to annually return surplus funds, in excess of any amounts required for administration, claims, reserves and purchase of excess insurance, to its Members. Primex believed it complied with RSA Ch. 5-B's provisions concerning surplus by choosing to return this surplus to members in the form of cash, and in recent years, Crediting Rates. The Bureau does not agree that the use of Crediting Rates is appropriate and desires all pools to comply with RSA Ch. 5-B's surplus return requirement in a different manner, as described in section 3.5 below. Primex agrees to implement the Bureau's preferred surplus return methodology.

3.1 By specific and express board resolution, with the assistance of actuaries and other consultants and in the exercise of sound business judgment, Primex shall adopt a means of calculating Loss Reserves for each of its coverage lines and a means of calculating Contingent Reserves for each of its coverage lines. Said resolution shall expressly provide that funds held by Primex in any form, including in investments and cash, in excess of Loss Reserves and Contingent Reserves shall be considered Surplus. All such Surplus shall be returned to Members annually. Primex agrees that it may not deviate from the below stated method for calculating Contingent Reserve targets without the adoption of a board resolution at least thirty (30) days prior to the deviation, and said resolution shall expressly state each and every reason, including but not limited to an actuarial analysis, in support of the deviation. Primex recognizes that a change in Loss or Contingent Reserves may cause a resultant change in surplus and member premiums, and these changes may impact upon the operations of the Members. The board resolution in support of the deviation from the established target for Contingent Reserves shall be distributed to each and every Member and to the Bureau by electronic or regular mail and shall be posted for public review on the Primex web site upon adoption.

3.2 On or before the Effective Date, by specific and express board resolution, Primex shall adopt the following Risk Based Capital levels ("RBC") as a means of mathematically calculating Contingent Reserves as targets for each coverage line. For the initial term of this Agreement, the calculation of Loss Reserves and RBC for the Contingent Reserves for the Primex lines of coverage shall be as follows:

3.3 Loss Reserves shall be based on an actuarially determined point estimate and associated range of values, within which range Primex shall determine the reasonable and prudent Loss Reserves for each coverage line.

3.4 Contingent Reserves shall be based for each coverage line on Risk Based Capital principles, at a target level not to exceed 3.0 as determined by Primex.

3.5 The Parties agree that the adoption of the above-referenced Loss and Contingent Reserves will at present result in Primex having Surplus in the approximate amount of \$16-\$21 million on annual premium revenues of approximately \$30 million. The Parties further agree that Primex shall return this Surplus in three phases as follows.

3.5.1 Phase I: Primex shall return approximately \$8 million to its eligible Members as soon as practicable, but not later than September 30, 2012. Primex agrees that the Members eligible to receive this return of Surplus shall be determined by coverage line and shall include those Members who participated in each such coverage line as of June 29, 2009 and who are Members in that coverage line as of the time the Surplus is distributed. Primex may consider the nature of its current investment holdings, the timing of its plan and underwriting years and when premiums are received in determining when to complete the Phase I return of Surplus.

3.5.2 Phase II: Primex shall return approximately \$8 million to its eligible Members as soon as practicable, but not later than December 31, 2013. Primex agrees that the Members eligible to receive this return of Surplus shall be determined by coverage line and shall include those Members who participated in each such coverage line as of June 29, 2009 and who are Members in that coverage line as of the time the Surplus is distributed. Primex may consider the nature of its current investment holdings, the timing of its plan and underwriting years and when premiums are received in determining when to complete the Phase II return of Surplus.

3.5.3 Phase III Primex shall return an amount not to exceed \$5 million to its eligible Members as soon as practicable, but not later than December 31, 2014. The amount of Surplus to be returned by Primex in Phase III shall be negotiated between the Parties no later than September 30, 2013. The Parties shall consider the following concerns in their negotiation of the amount of Surplus to be returned in Phase III: any unbudgeted and unreserved costs associated with the run out and wrap up of the health program, the financial needs of the unemployment compensation line of coverage which is currently experiencing adverse claims experience and any changes in industry practices that may result from the LGC enforcement action or legislation. Primex agrees that the Members eligible to receive this return of Surplus shall be determined by coverage line and shall include those Members who participated in each coverage line as of June 29, 2009 and who are Members in the Primex Pools as of the time the Surplus is distributed. Primex may consider the nature of its current investment holdings, the timing of its plan and underwriting years and when premiums are received in determining when to complete the Phase III return of Surplus

3.5.4 All returns of Surplus shall be in the form of Premium Holidays in which Primex will forego, in whole or in part, premium payments from Members. Surplus shall not be returned through the use of Crediting Rates.

Annual Returns of Surplus

4.0 Annual returns of Surplus shall be determined by Primex for adequately developed plan years based on its audited financial statements. Each Member shall be advised electronically or in writing of the amount of Surplus, if any, how much the Member is entitled to receive in return of the Surplus, and when that Member will receive a Premium Holiday as re-payment of Surplus to the Member. Primex shall advise the Bureau in writing of the amounts and timing of annual returns of Surplus no later than 90 days after Primex receives its completed audited financial statement. Surpluses shall not be returned through the use of Crediting Rates.

Investments

5.0 No later than 24 months after the Effective Date, Primex shall cause all of its investments to be compliant with the requirements imposed upon municipalities pursuant to RSA 35:9, allowing for exceptions for investments in inter-pool loans (i.e., property-casualty pool to employee benefits pool, or vice versa) and other non-compliant investments which together shall not exceed ten (10) percent of the entire Primex investment portfolio.

5.1 The ownership of real estate from which Primex operates its business shall not be considered an investment. The ownership shall be considered a capital asset. Primex agrees that it shall not own real estate as an investment due to the illiquid nature of investment in realty.

5.2 Primex may except from compliance with RSA 35:9 any loan made between or among separate risk pool boards maintained for different categories of coverage (e.g., property-casualty on the one hand and employee benefits on the other) so long as such loans are commercially reasonable in terms of having a fixed repayment schedule and interest, the loans are clearly documented when made and approved in advance by the appropriate board(s) before they are made. Such loans shall be considered a part of the Primex investment portfolio. A notice of the making of a loan between or among risk pools shall be contemporaneously posted on the Primex web site when board approval is granted. The Parties agree that Primex shall not cause monies to be transferred between or among risk pools representing the two different categories of coverage except as commercially reasonable loans.

5.3 Primex's investment portfolio may vary from RSA 35:9 investments to an amount not to exceed ten percent (10%) of its overall portfolio value, including any investments in risk pool board loans and otherwise non-compliant investments provided such non-compliant investments are specifically approved for investment by a non-life insurer pursuant to RSA 402:28, I, with the exception of 402:28, I, o.

5.4 Primex's membership related contributions to Government Entities Mutual reinsurance pool shall be considered a RSA 35:9 compliant investment if Government Entities Mutual causes same to be invested in vehicles which would be allowed by RSA 35:9 if directly invested by Primex so long as Primex's membership may be liquidated in 12 months or less. Primex shall negotiate any changes necessary to comply with this Agreement in its membership agreement no later than 24 months after the effective date.

5.5 Primex shall annually file the formal investment policy statement(s) adopted by its board(s) with the Bureau and shall publish its investment policy statement(s) on its web site.

The current investment policy statements shall be modified to reflect the terms of this Agreement.

General Terms and Conditions

6.0 This Agreement is intended by the Parties to be a binding contract fully enforceable in a court of law or through an administrative enforcement action as of the time of its execution by both parties.

6.1 This Agreement shall be governed by the laws of the state of New Hampshire without reference to its conflicts of laws principles.

6.2 The Effective Date for this Agreement is upon execution by both parties. . Modification of this Agreement may occur only as a result of a written agreement executed by the Parties. To the extent either Party encounters unanticipated hardship as a result of any provision of this Agreement, the Parties agree to negotiate proposed ameliorative modifications in good faith.

6.3 The Term of this Agreement is five years from the Effective Date. Primex shall have a reasonable period of time to implement any policy or procedural changes required by this Agreement and shall begin working on same forthwith.

6.4 In negotiating and agreeing to be bound by the terms of this Agreement, each Party has relied upon the representations and warranties, all of which are set forth herein, made to it by the other Party, its officers, directors, legal counsel, and agents.

6.5 The provisions set forth in this Agreement constitute the Parties' entire Agreement, and supersede all prior agreements, discussions, negotiations and understandings, written or oral.

6.6 This Agreement is not intended to constitute an admission of any fact or circumstance not expressly stated herein. The Agreement is not evidence of wrongdoing or misconduct. Primex expressly denies any misconduct and has voluntarily entered into this Agreement to promote transparency and cooperation with the regulatory authority and reach agreement on certain important best practices for risk pools. Primex, its employees, officers, and agents have not been coerced or threatened to induce their execution of this Agreement. No promises have been made by the Bureau to Primex except those expressed herein.

6.7 This Agreement was jointly negotiated by the Parties and is not to be strictly construed for or against any party. Headings are merely for convenience and not a part of this Agreement. Appendices A, B and C are a part of this Agreement and are incorporated by reference.

6.8 In addition to the terms of this Agreement, Primex agrees to obey all laws pertaining to the operation of its Pools, to the extent the provisions of said laws are not inconsistent with this Agreement. These laws include, but are not limited to, RSA 5-B, 15:5, 35:9, 281-A, 282-A and 421-B:26-a.

6.9 In light of Primex's cooperation and transparency, the results of the Bureau's on-site examination of Primex, Primex' history and organizational structure, and this best practices agreement, the Bureau agrees that any sanctions, fines and fees are waived. Costs in the amount

of \$10,000.00 are assessed against Primex for the voluntary on-site examination but are suspended pending Primex's compliance with the terms of this Agreement.

6.10 As this is a voluntary agreement, an enforcement action was not begun against Primex pursuant to RSA 5-B:4-a. Nonetheless, Primex, by entering into this Agreement voluntarily waives its rights to an administrative proceeding and any appeal therefrom.

6.11 The Bureau forever releases, discharges and waives any enforcement, legal or regulatory action or remedy based on, related to, or arising out of the conduct of Primex (including the Primex trust, its trustees, officers, employees and agents) expressly described in the Recitals to this Agreement, or as alleged, described or questioned in the other pools complaint, up to and including the Effective Date of this Agreement. In light of Primex's disclosure in Appendix C advising its Members about the business reasons for discontinuing the health coverage line, it is agreed that Primex need not create an independent board or otherwise alter current operations to manage the remaining several months, wrap up, and run out of the health program. Any funds remaining in the health program after run out and wrap up shall be re-paid to the other Primex pools that contributed to the health program.


6.12 Primex and the Bureau agree not to take any action or make any public statement, including statements made in regulatory filings, that are inconsistent with the recitals, terms or conditions of this agreement.

6.13 In signing this Agreement, Primex's representative warrants that he has the authorization of the Primex Board of Trustees and the Bureau's representative warrants that he has the authorization of the New Hampshire Secretary of State.

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THE PARTIES EXECUTE THIS AGREEMENT AFTER FULL OPPORTUNITY TO CONSULT WITH COUNSEL AND AGREE TO BE FULLY BOUND BY ITS TERMS AND CONDITIONS.

New Hampshire Public Risk Management Exchange ("Primex")

By:  _____
Ty Gagne, CEO, Duly
Authorized

Date: 3-26-2012

New Hampshire Secretary of State

By:  _____
~~Duly Authorized by the~~ Secretary of State

Date: 3-23-2012

APPENDIX A

Definitions

The underlined terms used herein shall have the meanings indicated.

Agreement shall mean the Risk Pool Practices Agreement executed between the Parties on or about March 22, 2012.

AGRiP shall refer to a membership organization formed in late 1998 for public entity risk and benefits pools in North America. It is a successor to the pooling section that operated for nearly 20 years under the auspices of the Public Risk Management Association.

Bureau refers to the New Hampshire Bureau of Securities Regulation of the office of the New Hampshire Secretary of State.

COBRA refers to the Consolidated Omnibus Budget Reconciliation Act.

Contingent Reserves means funds reserved for all business risks not included in Loss Reserves, including but not limited to excess claim losses, underwriting risk, premium risk, catastrophic claim losses, adverse market developments, uncollectible ceded reinsurance, capital asset losses, and capital investment losses.

Crediting Rates means utilizing Surplus to reduce rating factors or variables in the rating model.

Effective Date means upon execution by both parties.

Loss Reserves means the sum of funds (i) reserved for claims reported but not fully settled ("Case Reserves") including loss adjustment expenses related to such claims, (ii) reserved for incurred but not reported claims ("IBNR") including (x) estimates of future loss adjustment expenses (excluding paid ULAE) relating to such claims and (y) reserves for adverse development on known claims. Loss adjustment expenses include allocated and unallocated loss adjustment expenses. Loss Reserves do not include claims which have been settled but not paid as of the financial statement date and which are recorded as "Claims Payable" or equivalent balance sheet liability nor do Loss Reserves include any company expenses not related to claims and generally referred to as "Underwriting Expenses."

Members refers to those political subdivisions who have signed participating agreements or who are otherwise contractually permitted to participate in one or more Primex Pools.

Parties or Party shall refer to the Bureau and Primex.

Pools or Pooled Risk Programs refers to programs of self-insurance or through which insurance is purchased for political subdivisions of the State of New Hampshire pursuant to RSA 5-B.

Premium Holiday means utilizing surplus to reduce a member's calculated and invoiced coverage premium.

Primex refers to a New Hampshire trust known as the New Hampshire Public Risk Management Exchange with offices located at 46 Donovan Street, Concord, NH 03301.

Primex Pool(s) refers to one or more lines of coverage offered by Primex to its Members.

Risk Based Capital refers to a method utilized by the National Association of Insurance Commissioners and actuaries to calculate and measure Contingent Reserves.

Surplus means funds held in excess of the sum of Loss Reserves and Contingency Reserves.

Term means the term of this Agreement which is for a period of five (5) years beginning on the Effective Date of July 1, 2012.

APPENDIX B

Primex Certification



Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624

(603) 225-2841
(800) 698-2364

www.nhprimex.org

Fax Numbers

Claims
(603) 228-3833

Education, Training & Consulting
(603) 228-3905

Primex³ Finance & Health
(603) 226-6903

Member Services/
Risk Management Services
(603) 228-0650

March 20, 2012

The State of New Hampshire
Department of State
Bureau of Securities Regulation (BSR)
Attention: Kevin Bannon
107 North Main Street Room 204
Concord, NH 03301-4989

Dear Mr. Long:

This letter is in connection with your Office's on-site examination of Primex. We understand the examination included reviews of financial statements, supporting documentation and transactions from FY 2006 to FY 2011 (the "financial statements") as well as other specific scope items.

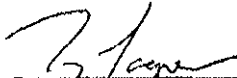
During the examination your Office had discussions with the Chief Executive Officer and Director of Finance and received copies of documentation from them as a result of these discussions. We also understand that your Office did not perform an examination of Primex internal controls and will not be issuing an opinion on any financial statements.

We confirm, to the best of our knowledge and belief, that the following representations made to your Office during the examination are accurate as of the date of your Office's last fieldwork date of March 19, 2012, and pertain to the period covered by our audited financial statements for FY 2006 through FY 2010.

1. We have made available all of the following, relative to your questions asked:
 - a. Financial statements, records and related data;
 - b. Where applicable, minutes of all Board of Director and Board Committees meetings from FY 2006 to FY 2011 meetings
2. We are responsible for the fair and proper presentation of the financial information in financial reports submitted.
3. The financial statements given to your Office are fairly presented in conformity with generally accepted accounting principles.
4. The accounting records underlying our financial statements accurately and fairly reflect, in reasonable detail, the transactions of our business.

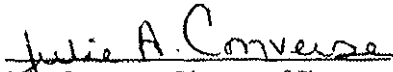
5. There are no material transactions that have not been properly recorded in the accounting records underlying the financial statements or disclosed in the notes to the financial statements.
6. Primex has satisfactory title to all owned assets reported in the financial statements, except for the land and building, cash and some investments which are security for a note payable to a bank; and restricted cash to comply with the requirements of a reinsurance agreement, as per footnote disclosure in the audited financial statements.
7. We have no undisclosed plans or intentions that materially affect the carrying value or classification of assets and liabilities. (note: In May 2012, Primex plans to pay the note in full relative to the building and retirement plan initial funding costs; Primex plans to make a return of surplus; Primex has intention to purchase on-site training apparatus).
8. Guarantees under which Primex has material contingent liabilities have been properly reported or disclosed.
9. Provisions, where material, have been made to reduce asset values to their estimated net realizable value.
10. Related party transactions between entities, management and Board members and their related accounts receivable or payable, including distribution, contributions, transfers, assessments, loans, and guarantees, have been properly recorded and disclosed.
11. People identified as having authority to approve expenditures identified in our examination; at the gross amounts identified in the transactions, have in fact that authority.
12. There are no
 - a. Possible violations of laws or regulations whose effects should be considered for disclosure, which have not been disclosed, in the financial statements or to the BSR, as a basis for recording a loss contingency;
 - b. Material liabilities or gain or loss contingencies that are required to be accrued or disclosed beyond those contained in the financial statements; or
 - c. Unasserted claims or assessments that are probable of assertion and that must be disclosed.
13. We have complied with all respects of contractual agreements that would have material effect on the financial statements in the event of noncompliance.

14. No material events or transactions have occurred subsequent to December 31, 2010 that have not been properly recorded in the financial statements or disclosed in the notes.
15. We have made all material, recommended auditor adjustments to the financial statements.
16. There has been no material fraud involving
 - a. Management or employees;
 - b. Others that could have a material effect on the financial statements.
17. We are responsible for establishing and maintaining internal control.



Ty Gagne, CEO

3/20/12
Date



Julie Converse, Director of Finance

3/20/12
Date

Appendix C

Primex Health Program Financial Overview

Primex, in 2003, began discussing and evaluating the feasibility of developing a health coverage program. Reasons identified for entering the market included bringing an additional option to the marketplace for the benefit of the public sector, integrating occupational and non-occupational healthcare, and enabling Primex to compete with other pools and carriers who packaged their coverages. The Primex Board of Trustees appointed a Health Care Program Development Committee. The Board of Trustees, on the recommendation of the Health Care Program Development Committee, approved a work plan and development budget of \$500,000. Ultimately, Harvard Pilgrim was identified for claims administration and network access due to their not-for-profit status, strong regional presence and high quality service. Primex executed an Administrative Services Agreement with Harvard Pilgrim in 2004, and established July 1, 2004 for program implementation. The Administrative Services Agreement was not exclusive and did not prevent Harvard Pilgrim from offering claims administration or health insurance to municipalities in New Hampshire.

In April 2011, the Primex Board of Trustees unanimously voted to discontinue the Primex Health Program effective June 30, 2012. Reasons identified for exiting the market included insufficient progress in achieving scale, inability to price competitively without making underwriting compromises, the program's dependence on Primex for financial support, rising health care claims and cost trends, and the expenses and uncertainties associated with healthcare coverage mandates. Primex immediately notified its members of the Board of Trustees' decision to discontinue healthcare coverage and the reasons for its decision and devoted considerable resources to explaining the reasons for the decision to its Members. In both entering and exiting the healthcare coverage field Primex has worked hard to be transparent about its decisions. Primex has also dedicated significant time to assisting members with transition related questions.

The Primex Health Program, with infrequent exception, carried a negative balance throughout its history, with year ending balances ranging from a negative \$3,722,710 to a negative \$27,215. Efforts to bring the program positive prior to 2011 were, for the most part, unsuccessful, and the program's highest negative year-ending balance occurred in 2010 and this was a significant factor in the Board's April 2011 decision to exit the market. However, Primex's December 2011 unaudited financial information indicates that the Primex Health Program had made significant progress and was \$136,347 positive as of December 31, 2011. This is attributed to certain groups with high losses departing the program in anticipation of program termination.

Health claims will be processed and paid up to December 31, 2012, inclusive of program run-out. In addition, the program will incur administrative expense allocations during run-out. Because Primex does not anticipate premium revenue during run-out, it expects a negative

balance of an uncertain amount at final program wrap-up, taking into account its stop loss insurance coverage with essentially a self-insured retention of \$200,000 per claim, a \$2,000,000 annual maximum per claim, and an unlimited lifetime maximum per claimant.

Memo

To: Timberlane Regional School Board
From: Christi Michaud, Executive Director of Data, Assessment, and Accountability
cc: Dr. Earl Metzler, Superintendent of Schools
Date: April 10, 2019
Re: TRSD 18-19 Final Day for Students and Staff

The Timberlane Regional School District requests to set the final school day for students as **Friday, June 14, 2019** and the final contractual day for staff as **Monday, June 17, 2019**.

Pursuant to RSA 189:1 and 189:24, school districts shall:

- maintain in each middle school and high school, a school year of at least 990 hours of instructional time or 180 school days.
- maintain in each elementary school, a school year of at least 945 hours of instructional time and in each kindergarten at least 450 hours of instructional time, or 180 days.

Please allow this notification to confirm the following:

By Friday, June 14th, 2019, the instructional hours at the Elementary, Middle, and High School levels will exceed the number of instructional hours required by the above-mentioned RSA.

Total Days: 179

**Lunch time, homeroom periods, passing time, and breaks shall not be counted toward the amount of instructional time. Elementary schools may count up to 30 minutes of recess per day as instructional time for students in grades K- 6. Advisory periods in middle and high school shall be counted as instructional time. Instructional hours on Early Releases, Delayed Openings, and Midterms/Finals days are calculated accordingly.*

The final contractual day for staff will be Monday, June 17, 2019. This day will serve as a Professional Development day for teachers and paraeducators.

TIMBERLANE POLICY COMMITTEE RECOMMENDATIONS TO THE SCHOOL BOARD

FIRST READ

- 1 GCO TEACHER PERFORMANCE AND EVALUATION SYSTEMS** (PC sent back to SLT to ensure the policy language aligned with the newly approved TTA agreement; TTA president approves of changes highlighted in yellow)

- 2 IMBD HIGH SCHOOL CREDIT FOR 7TH AND 8TH GRADE COURSEWORK** (New required policy; NHSBA language proposed; IMBD-R included for reference); this policy was reviewed and approved by the PC back in January but was erroneously left off the SB list.

- 3 JICK PUPIL SAFETY, VIOLENCE PREVENTION AND ANTI-BULLYING** (SLT extracted the procedure language and created a procedure and form for use by building administrators (JICK-R and JICK-X are included in packet for informational purposes). Once policy language is approved, student services will develop an anti-bullying user guide to accompany these documents)
-

Timberlane Regional School District	Policy Code: GCO
Adopted: 01-01-83 Revised: 10-03-96 Revised: 02-24-05 Revised: 04-05-12 Revised:	Page 1 of 2

EVALUATION OF PROFESSIONAL STAFF TEACHER PERFORMANCE AND EVALUATION SYSTEMS

The School Board will adopt and the superintendent will implement an educator performance and evaluation system. The performance and evaluation system will include procedures, evaluation criteria and other components necessary to evaluate certified teaching personnel. Such procedures, criteria and components may be included within the evaluation plan in accordance with the provisions of the collective bargaining agreement.

The School Board will involve educators and principals in the development of this policy and its corresponding evaluation plan by providing such educators with notice and an opportunity to comment on its provisions. However, all final decisions relative to evaluation procedures, criteria and components will be made in accordance with the provisions of the collective bargaining agreement and the district educator evaluation plan.

~~The performance and effectiveness of a teacher shall be evaluated through a written evaluation procedure.~~

~~As such, the Timberlane Regional School District Evaluation Program shall focus on the professional enhancement of each educator so that s/he can best facilitate the education of all students, promoting high standards and continuous improvement for students while preparing them to be self-sufficient, contributing citizens.~~

~~The District values and supports an evaluation plan that:~~

- ~~• promotes a spirit of professional inquiry;~~
- ~~• encourages collegiality;~~
- ~~• empowers the individual to regularly reflect upon his/her expectations and practices; and~~
- ~~• creates a positive professional atmosphere marked by mutual respect and commonality of purpose.~~

~~This evaluation plan shall reflect specific beliefs in assessment and professional development. These include:~~

- ~~• aligning evaluation with goal setting and professional development activities;~~
- ~~• using multiple sources of information to evaluate performance;~~
- ~~• emphasizing self assessment, reflection and collegial support;~~
- ~~• valuing the documentation and presentation by an individual of his/her accomplishments;~~

<p>Timberlane Regional School District</p>	<p>Policy Code: GCO</p>
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- ~~allowing a varied focus in different years by using a three year cycle for assessment;~~
- ~~maximizing autonomy, collaboration, and accountability; and~~
- ~~taking a holistic view of an educator’s contribution to the District.~~

~~The evaluation process shall be a collaboration between a designated evaluator and an educator. The Board and Superintendent shall adopt and implement teacher evaluation procedures, criteria and other necessary components.~~

NHSBA Note, September 2013: Legislative revisions to RSA 189:1-a require school boards to "adopt a teacher performance evaluation system, with the involvement of teachers and principals, for use in the school district."

Legal References:

- RSA 189:14-a, Failure to be Renominated or Reelected*
- N.H. Code of Administrative Rules, Section Ed. 302.02(n), Substantive Duties of Superintendents*
- N.H. Code of Administrative Rules, Section Ed. 304.01(b), Substantive Duties of School Principals*
- RSA 189:1-a, Duty to Provide Education*

Timberlane Regional School District	Policy Code: IMBD
Adopted:	Page 1 of 1

HIGH SCHOOL CREDIT FOR 7TH AND 8TH GRADE COURSEWORK

Students in 7th or 8th grade may take advanced courses and apply the credit of those courses toward high school graduation, provided the course demonstrates content requirements consistent with related high school courses and the student achieves satisfactory standards of performance. School Board policies relative to assessment, mastery and competency shall apply.

The high school principal shall approve such course work and credit prior to the student enrolling in the class in order for such credit to be applied toward high school graduation.

See Appendix IMBD-R

Legal References:

Ed 306.261(e), Granting High School Credit for 7th/8th Grade Coursework

Timberlane Regional School District	Procedure Code: IMBD-R
Adopted: 12-05-18	Page 1 of 1

HIGH SCHOOL CREDIT FOR 7TH AND 8TH GRADE COURSEWORK

Students in 7th or 8th grade who wish to take advanced courses per policy IMBD and apply the credit toward high school graduation will adhere to the following procedures:

1. The student must formally petition the high school principal for pre-approval by submitting the High School Credit Pre-Approval Form two months prior to enrolling in the course.
2. Per policy IMBD, the high school principal or designee will evaluate the proposed course to ensure that it demonstrates content and competency requirements consistent with the related high school course.
3. Prior to the start of the course, the high school principal or designee will meet with the student and parent. Following the meeting, the principal or designee will provide written notification of approval or denial of the request.
4. Withdrawal from the course or electing to take the course for non-credit may occur in accordance with the TRHS procedures and timelines for course withdrawal, as written in the high school Program of Studies.
5. The student must take all competency assessments for the associated high school course, including the midterm and final exams if applicable.
6. Credit will be awarded if the student passes the course and has demonstrated mastery of all course competencies, in accordance with policy IK.
7. Upon completion of the course and enrollment in the high school, the high school counselor will formally enter the course, the grade earned, and the associated weighted GPA value into the student's record so that these items may appear on the student's high school transcript.
8. Students who have earned high school credit in middle school may not retake the course for credit once enrolled at the high school.

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PUPIL SAFETY, VIOLENCE PREVENTION AND ANTI-BULLYING

I. Definitions (RSA 193-F:3)

1. Bullying. Bullying is hereby defined as a single significant incident or a pattern of incidents involving a written, verbal, or electronic communication, or a physical act or gesture, or any combination thereof, directed at another pupil which:

- (1) Physically harms a pupil or damages the pupil’s property;
- (2) Causes emotional distress to a pupil;
- (3) Interferes with a pupil’s educational opportunities;
- (4) Creates a hostile educational environment; or
- (5) Substantially disrupts the orderly operation of the school.

Bullying shall also include actions motivated by an imbalance of power based on a pupil’s actual or perceived personal characteristics, behaviors, or beliefs, or motivated by the pupil’s association with another person and based on the other person’s characteristics, behaviors, or beliefs.

Bullying is defined as actual or perceived verbal or physical conduct that denigrates or shows hostility or aversion toward an individual on the basis of race, color, religion, national origin, ancestry or ethnicity, sexual orientation, socioeconomical status, age, physical, mental, or leaning disability, gender, gender identity and expression, obesity, or other distinguishing personal characteristics, or based on association with any person identified in any of the above categories.

- 2. Cyberbullying. Cyberbullying is defined as any conduct defined as “bullying” in this policy that is undertaken through the use of electronic devices. For purposes of this policy, any references to the term bullying shall include cyberbullying.
- 3. Electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones, computers, pagers, electronic mail, instant messaging, text messaging, and websites.
- 4. School property. School property means all real property and all physical plant and equipment used for school purposes, including public or private school buses or vans.

Any reference in this policy to “parent” shall include parents or legal guardians.

II. Statement Prohibiting Bullying or Cyberbullying of a Pupil (RSA 193-F:4, II(a))

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The Board is committed to providing all pupils a safe and secure school environment. This policy is intended to comply with RSA 193-F. Conduct constituting bullying and/or cyberbullying will not be tolerated and is hereby prohibited.

Further, in accordance with RSA 193-F:4, the District reserves the right to address bullying and, if necessary, impose discipline for bullying that:

- (1) Occurs on, or is delivered to, school property or a school-sponsored activity or event on or off school property; or
- (2) Occurs off of school property or outside of a school-sponsored activity or event, if the conduct interferes with a pupil’s educational opportunities or substantially disrupts the orderly operations of the school or school-sponsored activity or event.

III. Statement prohibiting retaliation or false accusations (RSA 193-F:4, II(b))

False Reporting. A student found to have wrongfully and intentionally accused another of bullying may face discipline or other consequences, ranging from positive behavioral interventions up to and including suspension or expulsion.

Reprisal or Retaliation. The district will discipline and take appropriate action against any student, teacher, administrator, volunteer, or other employee who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying.

Process to Protect Pupils from Retaliation. If the alleged victim or any witness expresses to the Principal or other staff member that he/she believes he/she may be retaliated against, the Principal or designee shall develop a process or plan to protect that student from possible retaliation.

IV. Protection of all Pupils (RSA 193-F:4, II(c))

This policy shall apply to all pupils on school district grounds and participating in school district functions, regardless of whether or not such pupil is a student within the District.

V. Disciplinary Consequences For Violations of This Policy (RSA 193-F:4, II(d))

The district reserves the right to impose disciplinary measures or interventions, or both, against any student who commits an act of bullying, falsely accuses another student of bullying, or who retaliates against any student or witness who provides information about an act of bullying.

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VI. Distribution and Notice of This Policy (RSA 193-F:4, II(e))

The district shall inform annually school employees, regular school volunteers, pupils, parents, legal guardians, or employees of a company under contract to the school district or its schools. All district employees shall receive annual training.

VII. Procedure for Reporting Bullying (RSA 193-F:4, II(f))

1. At each school, the Principal or designee shall be responsible for receiving complaints of alleged violations of this policy. If the student is more comfortable reporting the alleged act to a person other than the Principal or designee, the student may tell any school district employee or volunteer about the alleged bullying.

~~2. Any school employee or volunteer who witnesses, receives a report of, or has knowledge or belief that bullying may have occurred shall inform the Principal or designee as soon as possible, but no later than the end of that school day.~~

~~3. The Principal or designee may develop a system or method for receiving anonymous reports of bullying. Although students, parents, volunteers and visitors may report anonymously, formal disciplinary action or intervention, or both, may not be based solely on an anonymous report. Independent verification of the anonymous report shall be necessary in order for any disciplinary action to be applied.~~

~~4. Upon receipt of a report of bullying, the Principal or designee shall commence an investigation consistent with the provisions of Section XI of this policy.~~

~~**VIII. Procedure for Internal Reporting Requirements (RSA 193-F:4, II(g))**~~

~~In order to satisfy the reporting requirements of RSA 193-F:6, the Principal or designee shall be responsible for completing all New Hampshire Department of Education forms and reporting documents of substantiated incidents of bullying. Said forms shall be completed within 10 school days of any substantiated incident. Upon completion of such forms, the Principal or designee shall retain a copy and shall forward one copy to the Superintendent. The Superintendent shall maintain said forms in a safe and secure location.~~

~~**IX. Notifying Parents of Alleged Bullying (RSA 193-F:4, II(h))**~~

~~The Principal or designee shall report to the parents of a student who has been reported as a victim of bullying and to the parents of a student who has been reported as a perpetrator of bullying within 48 hours of receiving the report. Such notification may be made by telephone, writing or personal conference. The date, time, method, and location (if applicable) of such notification and communication shall be noted in the~~

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~~report. All notifications shall be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).~~

~~**X. Waiver of Notification Requirement (RSA 193-F:4, II(i))**~~

~~The Superintendent or designee may, within a 48-hour time period, grant the Principal or designee a waiver from the requirement that the parents of the alleged victim and the alleged perpetrator be notified of the filing of a report. A waiver may only be granted if the Superintendent deems such a waiver to be in the best interest of the victim or perpetrator. Any waiver granted shall be in writing.~~

~~**XI. Investigative Procedures (RSA 193-F:4, II(j))**~~

- ~~1. Upon receipt of a report of bullying, the Principal or the Principal's designee shall, within 5 school days, initiate an investigation into the alleged act. If the Principal is directly and personally involved with a complaint or is closely related to a party to the complaint, then the Superintendent shall direct another district employee to conduct the investigation.~~
- ~~2. The investigation may include documented interviews with the alleged victim, alleged perpetrator and any witnesses.~~
- ~~3. If the alleged bullying was in whole or in part cyberbullying, the Principal or designee may ask students and/or parents to provide the District with printed copies of e-mails, text messages, website pages, or other similar electronic communications.~~
- ~~4. An investigation shall be completed within 5 school days. If the Principal or designee needs more than 5 school days to complete the investigation, the Superintendent may grant an extension of up to 7 school days. In the event such extension is granted, the Principal or designee shall notify in writing all parties involved of the granting of the extension.~~
- ~~5. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all facts and surrounding circumstances and shall include recommended remedial steps necessary to stop the bullying and a written final report to the Principal or designee.~~

~~**XII. Response to Remediate Substantiated Instances of Bullying (RSA 193-F:4, II(k))**~~

~~Consequences and appropriate remedial actions for a student who commits one or more acts of bullying or retaliation may range from positive behavioral interventions up to and including suspension or expulsion of students.~~

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~~Consequences for a student who commits an act of bullying or retaliation shall be varied and graded according to the nature of the behavior, the developmental age of the student, his/her IEP, and the student's history of problem behaviors and performance. Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim, and take corrective action for documented systematic problems related to bullying. In support of this policy, the Board promotes preventative educational measures to create greater awareness of aggressive behavior, including bullying. The Board encourages the Superintendent to work collaboratively with all staff members to develop responses other than traditional discipline as a way to remediate substantiated instances of bullying. Each school shall develop and maintain a program for bullying prevention.~~

~~**XIII. Reporting of Substantiated Incidents to the Superintendent** (RSA 193-F:4, II(l))~~

~~The Principal or designee shall forward all substantiated reports of bullying to the Superintendent upon completion of the Principal's or designee's investigation.~~

~~**XIV. Communication With Parents Upon Completion of Investigation** (RSA 193-F:4, II(m))~~

- ~~1. Within 10 school days of completing an investigation, the Principal or designee will notify the parents/guardians of the victims and perpetrators regarding the school's remedies and assistance, within the boundaries of applicable state and federal law.~~
- ~~2. At the parent's request, the Principal or designee shall schedule a meeting with them to further explain his/her findings and reasons for his/her actions.~~
- ~~3. In accordance with the Family Educational Rights and Privacy Act and other law concerning student privacy, the District will not disclose educational records of students including the discipline and remedial action assigned to those students and the parents of other students involved in a bullying incident.~~

~~**XV. School Officials** (RSA 193-F:4, II(n))~~

~~The Superintendent of Schools is responsible for ensuring that this policy is implemented.~~

~~**XVI. Capture of Audio Recordings on School Buses**~~

~~Pursuant to RSA 570-A:2, notice is hereby given that the Board authorizes audio recordings to be made in conjunction with video recordings of the interior of school~~

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~~buses while students are being transported to and from school or school activities. The Superintendent shall ensure that there is a sign informing the occupants of school buses that such recordings are occurring.~~

~~**XVII. Use of Video or Audio Recordings in Student Discipline Matters**~~

~~The District reserves the right to use audio and/or video recording devices on District property (including school buses) to ensure the health, safety and welfare of all staff, students and visitors. Placement and location of such devices will be established in accordance with the provisions of Policies EEAA, EEAE and EEACD.~~

~~In the event an audio or video recording is used as part of a student discipline proceeding, such video may become part of a student's education record. If an audio or video recording does become part of a student's education record, the provisions of Policy JRA shall apply.~~

The Superintendent is authorized to contact legal counsel for matters relative to bullying.

See Appendix JICK-R Procedure for Reporting Bullying

Legal References:

- RSA 193-F:3, Pupil Safety and Violence Prevention Act*
- RSA 570-A:2, Capture of Audio Recordings on School Buses Allowed*
- NH Code of Administrative Rules, Section Ed 306.04(a)(8), Student Harassment*

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PROCEDURE FOR REPORTING BULLYING

(Procedure is based on RSA 193-F)

I. Definitions (RSA 193-F:3)

1. **Bullying.** Bullying is hereby defined as a single significant incident or a pattern of incidents involving a written, verbal, or electronic communication, or a physical act or gesture, or any combination thereof, directed at another pupil which:

- (1) Physically harms a pupil or damages the pupil's property;
- (2) Causes emotional distress to a pupil;
- (3) Interferes with a pupil's educational opportunities;
- (4) Creates a hostile educational environment; or
- (5) Substantially disrupts the orderly operation of the school.

Bullying shall also include actions motivated by an imbalance of power based on a pupil's actual or perceived personal characteristics, behaviors, or beliefs, or motivated by the pupil's association with another person and based on the other person's characteristics, behaviors, or beliefs.

Bullying is defined as actual or perceived verbal or physical conduct that denigrates or shows hostility or aversion toward an individual on the basis of race, color, religion, national origin, ancestry or ethnicity, sexual orientation, socioeconomical status, age, physical, mental, or leaning disability, gender, gender identity and expression, obesity, or other distinguishing personal characteristics, or based on association with any person identified in any of the above categories.

2. **Cyberbullying.** Cyberbullying is defined as any conduct defined as "bullying" in this policy that is undertaken through the use of electronic devices. For purposes of this policy, any references to the term bullying shall include cyberbullying.
3. **Electronic devices.** Electronic devices include, but are not limited to, telephones, cellular phones, computers, pagers, electronic mail, instant messaging, text messaging, and websites.
4. **School property.** School property means all real property and all physical plant and equipment used for school purposes, including public or private school buses or vans.

Any reference in this policy to "parent" shall include parents or legal guardians.

II. Procedure for Reporting Bullying (RSA 193-F:4, II(f))

1. At each school, the Principal or designee shall be responsible for receiving complaints of alleged violations of this policy. If the student is more comfortable reporting the alleged act to a person other than the Principal or designee, the

Timberlane Regional School District	Procedure Code: JICK-R
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student may tell any school district employee or volunteer about the alleged bullying.

2. Any school employee or volunteer who witnesses, receives a report of, or has knowledge or belief that bullying may have occurred shall inform the Principal or designee as soon as possible, but no later than the end of that school day.
3. The Principal or designee may develop a system or method for receiving anonymous reports of bullying. Although students, parents, volunteers and visitors may report anonymously, formal disciplinary action or intervention, or both, may not be based solely on an anonymous report. Independent verification of the anonymous report shall be necessary in order for any disciplinary action to be applied.
4. Upon receipt of a report of bullying, the Principal or designee shall commence an investigation consistent with the provisions of Section XI of this procedure.

II. Statement prohibiting retaliation or false accusations (RSA 193-F:4, II(b))

False Reporting. A student found to have wrongfully and intentionally accused another of bullying may face discipline or other consequences, ranging from positive behavioral interventions up to and including suspension or expulsion.

Reprisal or Retaliation. The district will discipline and take appropriate action against any student, teacher, administrator, volunteer, or other employee who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying.

Process to Protect Pupils from Retaliation. If the alleged victim or any witness expresses to the Principal or other staff member that he/she believes he/she may be retaliated against, the Principal or designee shall develop a process or plan to protect that student from possible retaliation.

III. Procedure for Internal Reporting Requirements (RSA 193-F:4, II(g))

In order to satisfy the reporting requirements of RSA 193-F:6, the Principal or designee shall be responsible for completing all New Hampshire Department of Education forms and reporting documents of substantiated incidents of bullying. Said forms shall be completed within 10 school days of any substantiated incident. Upon completion of such forms, the Principal or designee shall retain a copy and shall forward one copy to the Superintendent. The Superintendent shall maintain said forms in a safe and secure location.

IV. Notifying Parents of Alleged Bullying (RSA 193-F:4, II(h))

The Principal or designee shall report to the parents of a student who has been reported as a victim of bullying and to the parents of a student who has been reported

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as a perpetrator of bullying within 48 hours of receiving the report. Such notification may be made by telephone, writing or personal conference. The date, time, method, and location (if applicable) of such notification and communication shall be noted in the report. All notifications shall be consistent with the student privacy rights under the Timberlane Regional School Board Policy Code: JICK Adopted: 01-18-01 Revised: 02-24-05 Revised: 04-16-08 Revised: 12-16-10 Revised: 10-06-16 Page 4 of 6 JICK – PUPIL SAFETY/VIOLENCE PREVENTION applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

V. Waiver of Notification Requirement (RSA 193-F:4, II(i))

The Superintendent or designee may, within a 48 hour time period, grant the Principal or designee a waiver from the requirement that the parents of the alleged victim and the alleged perpetrator be notified of the filing of a report. A waiver may only be granted if the Superintendent deems such a waiver to be in the best interest of the victim or perpetrator. Any waiver granted shall be in writing.

VI. Investigative Procedures (RSA 193-F:4, II(j))

1. Upon receipt of a report of bullying, the Principal or the Principal’s designee shall, within 5 school days, initiate an investigation into the alleged act. If the Principal is directly and personally involved with a complaint or is closely related to a party to the complaint, then the Superintendent shall direct another district employee to conduct the investigation.
2. The investigation may include documented interviews with the alleged victim, alleged perpetrator and any witnesses.
3. If the alleged bullying was in whole or in part cyberbullying, the Principal or designee may ask students and/or parents to provide the District with printed copies of e-mails, text messages, website pages, or other similar electronic communications.
4. An investigation shall be completed within 5 school days. If the Principal or designee needs more than 5 school days to complete the investigation, the Superintendent may grant an extension of up to 7 school days. In the event such extension is granted, the Principal or designee shall notify in writing all parties involved of the granting of the extension.
5. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all facts and surrounding circumstances and shall include recommended remedial steps necessary to stop the bullying and a written final report to the Principal or designee.

VII. Response to Remediate Substantiated Instances of Bullying (RSA 193-F:4, II(k))
 Consequences and appropriate remedial actions for a student who commits one or

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more acts of bullying or retaliation may range from positive behavioral interventions up to and including suspension or expulsion of students. Consequences for a student who commits an act of bullying or retaliation shall be varied and graded according to the nature of the behavior, the developmental age of the student, his/her IEP, 504, and the student's history of problem behaviors and performance. Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim, and take corrective action for documented systematic problems related to bullying.

In support of this policy, the Board promotes preventative educational measures to create greater awareness of aggressive behavior, including bullying. The Board encourages the Superintendent to work collaboratively with all staff members to develop responses other than traditional discipline as a way to remediate substantiated instances of bullying. Each school shall develop and maintain a program for bullying prevention.

VIII. Reporting of Substantiated Incidents to the Superintendent (RSA 193-F:4, II(I))

The Principal or designee shall forward all substantiated reports of bullying to the Superintendent upon completion of the Principal's or designee's investigation.

IX. Communication With Parents Upon Completion of Investigation (RSA 193-F:4, II(m))

1. Within 10 school days of completing an investigation, the Principal or designee will notify the parents/guardians of the victims and perpetrators regarding the school's remedies and assistance, within the boundaries of applicable state and federal law.
2. At the parent's request, the Principal or designee shall schedule a meeting with them to further explain his/her findings and reasons for his/her actions.
3. In accordance with the Family Educational Rights and Privacy Act and other law concerning student privacy, the District will not disclose educational records of students including the discipline and remedial action assigned to those students and the parents of other students involved in a bullying incident.

X. School Officials (RSA 193-F:4, II(n))

The Superintendent of Schools is responsible for ensuring that this policy is implemented.

XI. Capture of Audio Recordings on School Buses Pursuant to RSA 570-A:2, notice is hereby given that the Board authorizes audio recordings to be made in conjunction with video recordings of the interior of school buses while students are being transported to and from school or school activities.

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Superintendent shall ensure that there is a sign informing the occupants of school buses that such recordings are occurring.

XII. Use of Video or Audio Recordings in Student Discipline Matters

The District reserves the right to use audio and/or video recording devices on District property (including school buses) to ensure the health, safety and welfare of all staff, students and visitors. Placement and location of such devices will be established in accordance with the provisions of Policies EEAA, EEAE and EEACD.

In the event an audio or video recording is used as part of a student discipline proceeding, such video may become part of a student’s education record. If an audio or video recording does become part of a student’s education record, the provisions of Policy JRA shall apply.

The Superintendent is authorized to contact legal counsel for matters relative to bullying.

Legal References:

RSA 193-F:3, Pupil Safety and Violence Prevention Act

RSA 570-A:2, Capture of Audio Recordings on School Buses Allowed

NH Code of Administrative Rules, Section Ed 306.04(a)(8), Student Harassment

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SCHOOL BULLYING INVESTIGATION FORM

(Building Level Administrator Form)

AA
 DES
 PS
 SC-TLC
 SN
 TRMS
 TRHS

This school **Bullying Investigation Form** is to be used to document the investigation and comply with the reporting requirements for all alleged incidents of school bullying consistent with RSA 193:F and School Board Policy JICK.

REPORTING: Complete one School Bullying Investigation Form for each alleged victim.

School Administrator completing form: _____ Position: _____

Reported to Principal/Designee: Date: _____ Time: _____

Required investigation completion date (reported date + 10 days): _____

Name of Person reporting incident: _____ Role: _____

Waiver for time extension: _____

**If report was received in writing, please attach reports.*

Name(s) of Alleged Victim(s)	Age/DOB	School	Grade	Notes

Name(s) of Alleged Perpetrator(s)	Age/DOB	School	Grade	Notes

Date(s) of Incident: _____

Location of Incident: (Check all that apply)

on school property
 at school sponsored event or activity
 Video/Audio - Requested/Included

on school bus
 off campus

Description of alleged bullying: _____

INVESTIGATION

Police Reporting under Safe Schools:
 discretionary
 mandatory
Date: _____

Incident reported to parent/guardian of alleged victim within 48 hours of receipt of bullying complaint
 Yes
 No

Initials _____ Via:
 telephone
 writing
 personal conference

Date investigation began: _____ Initials: _____

Superintendent/designee grants principal/designee a waiver of parental/guardian notification in writing?
 Yes
 No

Waiver attached:
 Yes
 No
Initials: _____

Date received by SAU (48 hours) _____

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Initial Contact with Parent/Guardian(s):

Incident reported to parent/guardian of alleged perpetrator(s) within 48 hours of receipt of bullying complaint?

Yes No Initials: _____

Student Perpetrator(s)	Parent/Guardian	Date of Notification	Time of Notification	Method of Notification
				Choose an item.
				Choose an item.
				Choose an item.
				Choose an item.

Notes:

Student (Victim(s))	Parent/Guardian	Date of Notification	Time of Notification	Method of Notification
				Choose an item.
				Choose an item.
				Choose an item.
				Choose an item.

Notes:

Investigation began within 5 days of bullying being reported? Yes No Initials: _____

What actions were taken to investigate this incident? (Check all that apply)

- Interviewed alleged student victim
- Interviewed alleged student victim's parent/guardian
- Interviewed alleged perpetrator(s)
- Interviewed alleged perpetrator's parent/guardian
- Interviewed witnesses
- Examined physical evidence: _____
- Witness statements collected in writing _____
- Interviewed school nurse _____
- Interviewed guidance, school psychologist
- Reviewed academic records: _____
- Reviewed medical information
- Reviewed student records: _____
- Reviewed bus incident report
- Reviewed student attendance: _____
- Reviewed social history between parties
- Reviewed video surveillance: _____
- Interviewed teachers and/or school
- Reviewed electronic content/web content
- Staff: (list names) _____
- Considered history of prior student conflicts or problematic behavior

Reviewed changes in emotional functioning _____

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INVESTIGATION FINDINGS/EVIDENCE OF BULLYING:

Please check both the column on the left and right for all that apply: (RSA 193:F State definitions of bullying)

Definitions of Bullying	Look for:
<input type="checkbox"/> Physically harmed the students	<input type="checkbox"/> Physical injuries <input type="checkbox"/> Other: _____
<input type="checkbox"/> Damaged the victim's property	<input type="checkbox"/> Property damage <input type="checkbox"/> Other: _____
<input type="checkbox"/> Caused emotional distress to the victim	<input type="checkbox"/> Excessive emotional behavior <input type="checkbox"/> Evidence of anxiety (including physical symptoms) or being nervous and scared. <input type="checkbox"/> Evidence of internalizing behavior- increased isolation, socially removed. <input type="checkbox"/> Changes in school attendance: absences, tardiness, dismissals <input type="checkbox"/> Changes in grades – school performance <input type="checkbox"/> Changes in affect <input type="checkbox"/> Other: _____
<input type="checkbox"/> Interfered with the victim's educational opportunities	<input type="checkbox"/> Nurse visits <input type="checkbox"/> Changes in school attendance: absences, tardiness, dismissals <input type="checkbox"/> Missing classes/parts of school day <input type="checkbox"/> Changes in grades – school performance <input type="checkbox"/> Changes in participation of school activities, athletics, co-curricular, etc. <input type="checkbox"/> Avoidance of elements of school day including school bus <input type="checkbox"/> Other: _____
<input type="checkbox"/> Created a hostile education environment	<input type="checkbox"/> Created significant tension between students/others <input type="checkbox"/> Students are significantly uncomfortable <input type="checkbox"/> Student hostile in educational environment <input type="checkbox"/> Socially maladjusted behavior directed to student(s) <input type="checkbox"/> Other: _____

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INVESTIGATION FINDINGS/EVIDENCE OF BULLYING:

Please check both the column on the left and right for all that apply: (RSA 193:F State definitions of bullying)

<input type="checkbox"/> Substantially disrupted the orderly operation of the school	<input type="checkbox"/> Significant incident of disruption <input type="checkbox"/> Repeated evidence of school disruption <input type="checkbox"/> Discipline patterns <input type="checkbox"/> Violations of behavioral expectation that result in school disruption <input type="checkbox"/> Other: _____
<input type="checkbox"/> Created an "imbalance of power" between victim and perpetrator	<input type="checkbox"/> Bullying based on disability <input type="checkbox"/> Anonymity of on-line behavior <input type="checkbox"/> Perceived social status discrepancy <input type="checkbox"/> Social skills deficit/struggles exploited <input type="checkbox"/> Creation of social isolation <input type="checkbox"/> Taunting, tormenting, harassing behavior that is perceived as a power imbalance <input type="checkbox"/> Other: _____
<input type="checkbox"/> Included the use of electronic devices as defined in the School Board Policy JICK Identify at least one bullying component that used electronic medium.	<input type="checkbox"/> Cell phones <input type="checkbox"/> Audio or visual images <input type="checkbox"/> Instant messaging/email <input type="checkbox"/> Gaming <input type="checkbox"/> Social networking (i.e. Facebook, etc.) <input type="checkbox"/> Blogs <input type="checkbox"/> Web content <input type="checkbox"/> Other: _____

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INVESTIGATION DETERMINATION

Based on this investigation, school administration determines the following:

- In the "evidence of bullying" section above, there was at least one "investigation finding."
 - Yes - proceed to #2
 - No - stop bullying investigation and process as standard discipline investigation
(Parent/guardian must be notified of investigation results regardless of the determination)
- Does this investigation conclude that this incident is a single significant incident?
 - Yes - this is a substantial incident of bullying - proceed to next section
 - NO - proceed to question #3. Does the investigation conclude that this incident is a pattern of incidents?
- Does the investigation conclude that this incident is a pattern of incidents?
 - Yes - this is a substantiated incident of bullying - proceed to next section
 - No - stop bullying investigation and proceed as a standard discipline investigation

INTERVENTIONS/CONSEQUENCES (Write student's name beside whichever applies)

(This list is a guide only and is not intended to be exhaustive)

Victim	Perpetrator	Intervention/Consequences	Notes
		None were warranted	
		Student conference w/ administration	
		Positive behavioral interventions	
		Teacher notification plan	
		Other school staff notification	
		Parent meeting(s)	
		Referral to 504, Special Ed. Team	
		Counseling/therapeutic interventions	
		Safe person plan	
		Check in - check out assigned	
		Bullying prevention plan to be developed	
		Follow up/monitoring	
		Unstructured areas safety plan	
		School bus planning/notification	
		Loss of privileges	
		Detention	
		In-school suspension	
		Out-of-School suspension	
		Other (specify):	

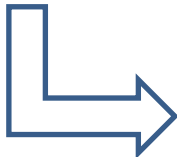
Additional Notes: _____

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NOTIFICATION REQUIREMENTS:

Yes No Investigation completed within 10 days of receiving initial report?
 Initials: _____ Date: _____

Yes No Superintendent/designee granted an extension of up to 7 school days to complete investigation

Investigation  Principal/designee must notify in writing all parties involved in this of the granting of the extension
 Notification date: _____ Initials: _____

• **Attach copies of notification**

Within 10 school days of completing an investigation, the principal/designee will notify the parents of the students involved of the findings and the result of the investigation.

Documentation of Notification: Further contact with Parent/Guardian(s)

Student	Perpetrator? Victim?	Parent/Guardian	Date of Notification	Method of Notification	Notes

Additional pertinent information gained during investigation: (attach a separate sheet if necessary)

Investigator notes: (attach a separate sheet if necessary)

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Attachments:

- Discipline referral
- Safe schools report
- Superintendent/designee waiver of notification
- Parent/staff bullying form
- Student bullying reporting form
- Principal/designee notification of time extension for investigation
- Investigation evidence
- Other: _____

FOR STATE REPORTING PURPOSES

This section is designed to collect bullying data consistent with the NH DOE reporting categories of the School Safety Survey. Please hypothesize the intent of this substantiated bullying incident based on the following state reporting categories. Please note, only check if your investigation provides evidence upon which to base this conclusion. If the reporting categories do not apply, please do not check.

- On the basis of gender
- On the basis of sexual orientation
- On the basis of race, color, or national origin
- On the basis of disability
- On the basis of physical characteristics (other than race)

Principal: _____ Date: ___/___/___
Signature

Designee: _____ Date: ___/___/___
Signature

Principal/designee must submit all substantiated reports of bullying to the superintendent/designee upon completion of the investigation.

Received at the SAU Office on: _____ Initials: _____

Print Name: _____

April 10, 2019

Executive Summary

Gymnastics Proposal

TRHS Athletic Department is exploring the addition of gymnastics for the 2019-2020 school year. NHIAA rules state that if a school has less than 5 gymnasts, the school will be allowed to compete as individuals representing the school. If the school has 5 or more participants, the gymnasts are a recognized team. Athletic Director has inquired with NHIAA regarding the process to obtain a schedule for 2019-2020 winter season. TRHS will be able to have a schedule either as individuals or as a team.

The representative from the “Off the Wall” Gymnastics facility in Plaistow confirmed that the facility would be able to provide TRHS Gymnastics with practice time and is preparing an estimate for the season.

TRHS has researched specific coaching certifications with NHIAA and other Athletic Directors. There are recommendations, but no additional requirements. According to an Athletic Director, many of the coaches coach club teams and have a USA Gymnastics coaching certification at varying levels. All coaches would need to be First-aid/CPR certified. They must also complete an online *Concussion Course* through the NFHS and a 2-part *Principles of Coaching Course* (NHIAA requirement).

TRHS Athletics anticipates the estimate from Off the Wall within the next few weeks. If the TRSD decides to move forward, Athletic Department will set up a parent/student meeting to outline the requirements of participation on a high school team. After approval, Athletic Department would advertise for a coach.

Prepared by: Angelo Fantasia, Director of Athletics, Timberlane Regional School District

April 10, 2019

Executive Summary

Spring 2018-2019

During the spring sport season, TRHS has the following programs:

- Baseball (Freshmen, JV, Varsity)
- Softball (JV, Varsity)
- Boys' and Girls' Lacrosse (JV, Varsity)
- Boys' Volleyball (JV, Varsity)
- Girls' Tennis (Varsity)
- Boys' and Girls' Outdoor Track (Varsity)

With each year and season, the Athletic Department evaluates fixed and variable costs. The fixed costs associated with the program include Transportation, Officials Fees and Assignor Fees. The new/replacement equipment and supply needs of each program will vary as well. Each Spring Athletic Department purchases specific required items such as practice and game balls, bats for baseball and softball, bases, scorebooks, game socks, belts, hats, air horns, track training equipment (shot put, javelin, discus, batons, training bands), etc. The Athletic Department purchased field paint for both spring and fall seasons to line the playing fields on a regular basis.

This year the department purchased a portable fence for the varsity softball field as well as new netting for all lacrosse goals.

At the conclusion of the sports year, the Athletic Department puts on the annual Senior Athlete Awards Ceremony at the Atkinson Country Club. All senior student-athletes that participated in a sport during their senior year and their parents are invited to the ceremony. The seniors are recognized and acknowledged; each senior receives plaques, certificates, and assorted trophies for accomplishments.

For each season, the fixed costs associated with the programs are funded first. Then the department takes inventory of equipment and supplies to ensure the immediate needs are ordered first.

Due to uncertainty of budget and constraints over the past few years, the uniform replacement schedule has not stayed on track. This year (2018-2019), uniforms were not purchased for Boys' and Girls' Lacrosse programs that was due. The cost estimate for 36 sets of home and away for both Varsity teams is \$14,000. The Athletic Department is continually working to get back on schedule and manage the funds appropriated.

Prepared by: Angelo Fantasia, Director of Athletics, Timberlane Regional School District